

SIDELETTER
to
Operating Service Agreement

Whereas Shell has notified DONG that the insurance to be maintained by Shell for the benefit of DONG covering damages caused by off spec Crude Petroleum has been cancelled and will not be renewable;

Whereas DONG in the absence of such insurance coverage have initiated negotiations with Shell on an amended Article 10 on Insurance and Liability;

The Parties have with effect from 22 January 2004 agreed on the following amended article 10:

Article 10 - Insurance and Liability

10.1 When performing the services hereunder and any other services related hereto, Shell shall exercise the standard of care used in good oil and gas industry practices.

Shell shall correct or refurnish without cost to DORAS any particular service hereunder which proves deficient due to faulty performance on the part of Shell or of an Affiliate, and of which Shell was notified in writing promptly after the deficiency becomes known to DORAS.

10.2 DORAS shall at its expense take out, as from the effective date.

(i) Property Damage Insurance for the assets - this insurance will be on a replacement as new basis. The insurance will at least cover the standard perils such as fire, lightning explosion and aircraft.

(ii) General Third Party Liability Insurance for a limit of at least US\$ 50 million.

The above insurances will name Shell, its Affiliates, its contractors and agents and their respective personnel as co-insured and will contain a cross liability clause and a waiver of insurer's right of recourse against the co-insured.

Subject to the exceptions under Article 10.3 and 10.5 (Wilful Misconduct) all premiums and deductibles as well as uninsured losses on DORAS' assets or uninsured third party losses will be for DORAS' account.

DORAS and Shell shall regularly consult on the details of such insurance and on the cover under the policy. DORAS shall furnish Shell with a specified certificate of insurance and on Shell's request make available the relevant provisions of the original policy and/or cover note.

10.3 Without prejudice to Arts. 10.1 and 10.5, neither Party shall be liable to the other Party for, and either Party shall be indemnified and held harmless by the other Party in respect

of, any physical loss or damage (including physical damage to or loss of property, personal injury and death) suffered by the other Party or any person acting in the capacity of an officer, director, or employee of such Party, arising out of any act or omission whether as a result of any form of negligence or not of the first Party in the performance of the Agreement except when and in so far as such loss or damage is caused by Wilful Misconduct of the first Party. By the term "Wilful Misconduct" is meant any act or omission by a party's management which constitutes a conscious, deliberate, reckless or wanton disregard of any foreseeable, avoidable and harmful consequences.

Shell shall arrange with its insurers a waiver of recourse against DORAS.

- 10.4 Neither Party shall be liable to the other for any Consequential Loss suffered by the other Party and arising out of or relating to the performance of the Agreement. By the term "Consequential Loss" is meant loss of revenues, saving or profit, loss of use, loss of production or claims for indirect, incidental or any other consequential loss in connection with Personal Injury or Property Damage.
- 10.5 If and in so far as a claim or action which is instituted against either Shell or DORAS by a third party in connection with loss or damage (including damage to or loss of property, personal injury or death) arising out of the performance of this Agreement, is not compensated by sums recovered under the insurance referred to under Art. 10.2, DORAS shall indemnify and hold Shell harmless in respect thereof except when and to the extent that the loss or damage is due to Wilful Misconduct of Shell, any of its contractors or affiliates, and to that extent Shell shall indemnify and hold DORAS harmless in respect thereof. In this Article Wilful Misconduct has the same meaning as defined in Article 10.3. Notwithstanding the foregoing, however in the event that Crude Petroleum of a higher than 12 RVP is received by, stored in or despatched from the Terminal, any liability for losses and damages (including injury or death) to third parties arising out of or in connection with said off spec Crude petroleum or from actions or attempts to handle it shall be borne by the Party whose acts or omissions caused such loss or damage.
- 10.6 The benefit of the indemnities, release from liability and waiver of recourse of the preceding paragraphs of this Article 10 in favour of DORAS shall extend to Shippers.
- 10.7 The provisions of the preceding paragraphs of this Art. 10 shall extend in favour of any third party assigned or delegated by either Party in accordance with Art. 16 and in favour of the employee of such Party or of such third party.

FREDEICIA, den 24/8/2005



A/S Dansk Shell

Arjan van Dijk
REFINERY MANAGER

14. SEP.
Hørsholm, den ~~22 august~~ 2005



DONG Olierør A/S