

**COMPLETED ACQUISITION BY ACERGY S.A. (now renamed SUBSEA 7 S.A.)
OF SUBSEA 7 INC.**

**PROPOSED UNDERTAKINGS TO BE GIVEN BY SUBSEA 7 S.A. AND ACERGY
M.S. LIMITED TO THE OFFICE OF FAIR TRADING PURSUANT TO SECTION 73
OF THE ENTERPRISE ACT 2002**

WHEREAS:

- (a) Acergy acquired Subsea 7 Inc. by way of share purchase agreement that completed on 7 January 2011.
- (b) The OFT believes that as a consequence of that transaction a relevant merger situation has been created in the UK.
- (c) The OFT has a duty to refer a completed merger to the CC for further investigation where it believes that it is or may be the case that the relevant merger situation in question has resulted, or may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services.
- (d) Under section 73 of the Act the OFT may, instead of making such a reference and for the purpose of remedying, mitigating or preventing the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it, or may be expected to result from it, accept undertakings to take such action as it considers appropriate, from such of the parties concerned as it considers appropriate, in particular having regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it.
- (e) The OFT considers that, in the absence of appropriate undertakings, it would be under a duty to refer the Acquisition to the CC.
- (f) The OFT further considers that the undertakings given below by Subsea 7 S.A. and Acergy M.S. Limited (together Subsea 7) are appropriate to remedy, mitigate or prevent the substantial lessening of competition, or any adverse effect which has or may have resulted from it, or may be expected to result from it, as identified in the OFT's Decision.

(g) Subsea 7 offered initial undertakings pursuant to section 71 of the Act, which the OFT accepted on 9 February 2011 in respect of the Acquisition. Pursuant to 71(6) of the Act, these initial undertakings cease to be in force on the acceptance by the OFT of the undertakings in lieu given below by Subsea 7.

NOW THEREFORE Subsea 7 hereby gives to the OFT the following undertakings for the purpose of remedying, mitigating or preventing the substantial lessening of competition, or any adverse effect which has or may have resulted from it or may be expected to result from it.

Effective date of the undertakings

1.1 These undertakings shall take effect from the date that, having been signed by Subsea 7, they are accepted by the OFT.

Divestment of the Acergy Falcon

2.1 Prior to acceptance of these undertakings by the OFT, Subsea 7 shall enter into a legally binding agreement to divest to the satisfaction of the OFT the Acergy Falcon in full working order to the proposed purchaser, GSP, on terms approved in advance by the OFT, including that GSP shall have entered into an agreement with Bibby to the effect that GSP and Bibby have formed an association to market the Acergy Falcon and execute pipelay projects with diving services in the North Sea.

2.2 Without prejudice to the generality of paragraph 2.1 above, and to the extent required by GSP, Subsea 7 shall use all reasonable endeavours to ensure the transfer of Key Staff with the divestment of the Acergy Falcon;

2.3 Subsea 7 shall be deemed to have complied with its obligations at paragraphs 2.1 and 2.2 if, prior to acceptance of these undertakings by the OFT, Subsea 7 has entered into a legally binding agreement with the proposed purchaser, conditional only on:

(a) formal OFT approval of the proposed purchaser for the purposes of paragraph 3.1; and

(b) acceptance by the OFT of these undertakings provided that the completion of the divestment of the Acergy Falcon to the proposed

purchaser contemplated by such agreement takes place within a period not exceeding two months from the date these undertakings take effect (as set out in paragraph 1.1 above).

2.4 Without prejudice to the generality of paragraph 2.1 above, Subsea 7 shall take the following measures, to the extent they may be necessary in the opinion of the OFT, to effect the sale of the Acergy Falcon in accordance with the provisions of these undertakings:

(a) the transfer or vesting of property, assets, rights, personnel, liabilities or obligations (including without prejudice any contracts, licences, authorisations, permits or consents);

(b) the adjustment of contracts, whether by discharge or reduction or assignment of any liability or obligation or otherwise;

(c) the creation, allotment, transfer, surrender or cancellation of any shares, stock or securities; and

(d) the formation or winding up of a company.

2.5 In the event that Subsea 7 fails to divest the Acergy Falcon in accordance with paragraphs 2.1, 2.2 and 2.3 above, the OFT may, whether or not initiating the Trustee Functions set out below, require Subsea 7 to divest the Acergy Falcon in full working order at no minimum price to a purchaser approved by the OFT.

Purchaser Approval

3.1 For the purposes of the OFT approving a proposed purchaser for the Acergy Falcon in accordance with these undertakings, Subsea 7 and/or GSP shall satisfy the OFT that:

(a) the acquisition by the GSP of the Acergy Falcon, on the terms set out above, remedies, mitigates or prevents the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it, or may be expected to result from it, in particular, having regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;

- (b) GSP is independent of and unconnected to Subsea 7 and the Group of Interconnected Bodies Corporate to which Subsea 7 belongs and any Associated Person or Affiliate of Subsea 7 or such Group of Interconnected Bodies Corporate;
- (c) GSP has the financial resources, expertise (including the managerial, operational and technical capability provided by Bibby under the terms of the Memorandum of Understanding referred to at paragraph 2.1 above), incentive and intention to maintain and operate the Acergy Falcon as a viable and active business in competition with Subsea 7 and other competitors from the date of completion of the divestment;
- (d) GSP is reasonably to be expected to obtain all necessary approvals, licences and consents from any regulatory or other authority; and
- (e) the acquisition by GSP of the Acergy Falcon does not create the realistic prospect of a substantial lessening of competition within any market or markets in the UK.

3.2 The OFT may require Subsea 7 and/or GSP to provide it with such information and documentation as it may reasonably require to satisfy the OFT that GSP will fulfil the requirements in paragraph 3.1 above.

Appointment of a Trustee

- 4.1 The provisions of paragraphs 4.2 to 4.7 below shall apply only as long as Subsea 7 has not satisfied, or where the OFT has reasonable grounds for believing that Subsea 7 will not satisfy, all or any part of the obligation to divest the Acergy Falcon in accordance with paragraphs 2.1, 2.2 and 2.3 above.
- 4.2 Within 15 Working Days of the OFT notifying in writing Subsea 7 that it must do so, Subsea 7 shall propose to the OFT for approval:
 - (a) the names of at least two individuals to exercise the Trustee Functions; and
 - (b) the full terms of a mandate in accordance with which the Trustee shall carry out the Trustee Functions.
- 4.3 Subsea 7 and/or any individuals nominated pursuant to paragraph 4.2 shall satisfy the OFT that:

- (a) such nominated individuals are each EU nationals with the necessary qualifications to carry out their mandates, and employees or partners of an investment bank, retail bank, building society or law firm or accountancy firm [or ship brokerage firm] with an established reputation either nationwide or in a substantial part of the UK or in another EU member state;
- (b) such nominated individuals are each independent of Subsea 7 and of the Group of Interconnected Bodies Corporate to which Subsea 7 belongs and of any Associated Person or Affiliate of Subsea 7 or of such Group of Interconnected Bodies Corporate and of any proposed purchasers of the Acergy Falcon to be sold pursuant to these undertakings, and, in the reasonable opinion of Subsea 7, are appropriate to be appointed as Trustee; and
- (c) such nominated individuals are neither, nor shall become, exposed, either directly or indirectly, to a conflict of interest that impairs or may be likely to impair their objectivity or independence in discharging the Trustee Functions.

4.4 Within 20 Working Days of the OFT approving, at its discretion, one or more of the persons nominated by Subsea 7 and their proposed mandates pursuant to paragraph 4.2 above, and subject to any modifications the OFT deems necessary for the Trustee to carry out the Trustee Functions, Subsea 7 shall use its best endeavours to appoint from the persons so approved one person to carry out the Trustee Functions in accordance with the mandate approved by the OFT pursuant to paragraph 4.2.

4.5 In the event that:

- (a) Subsea 7 fails to propose any person or persons in accordance with paragraph 4.2 above; or
- (b) none of the persons proposed by Subsea 7 pursuant to paragraph 4.2 is approved by the OFT; or
- (c) Subsea 7 is unable for any reason to appoint within the time limit stipulated in paragraph 4.4 any such person following approval by the OFT,

Subsea 7 shall use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions on the terms of a mandate approved by the OFT. Subsea 7 shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT.

4.6 The appointment of the Trustee pursuant to paragraph 4.4 or 4.5 shall be irrevocable unless:

(a) a conflict of interest that impairs or may be likely to impair the objectivity or independence of the Trustee in discharging the Trustee Functions arises;

(b) the Trustee ceases to perform its functions; or

(c) the OFT is otherwise satisfied that there is good cause for the appointment to be terminated in advance of the satisfactory fulfilment of the Trustee Functions.

4.7 In the event that the appointment of the Trustee is terminated in accordance with paragraph 4.6 above, Subsea 7 shall, if requested to do so in writing by the OFT, use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions in accordance with such mandate as is approved by the OFT. Subsea 7 shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT. Where required by the OFT, the outgoing Trustee shall continue as Trustee until a new Trustee is in place and a full handover of all relevant information has taken place.

The Mandate

5. The terms of the mandate proposed by Subsea 7 pursuant to paragraph 4.2 above shall, as a minimum, contain all provisions necessary to enable the Trustee to carry out the Trustee Functions including, without limitation to the generality of this paragraph:

(a) an exclusive, irrevocable mandate to sell the Acergy Falcon as required by paragraph 6.1 below to a purchaser or purchasers as directed or approved in writing in advance by the OFT at no minimum price and on such reasonable terms and conditions as the Trustee considers appropriate to effect an expedient sale;

- (b) a mandate to take any other steps necessary for, or incidental to, the Trustee's mandate under sub-paragraph (a) above;
- (c) a comprehensive power of attorney to the Trustee (including the authority to grant sub-powers of attorney to the Trustee's officers, employees and agents) to enable it to take all steps necessary or appropriate to effect the sale of the Acergy Falcon;
- (d) a mandate to comply with any orders and/or directions given by the OFT; and
- (e) a mandate to appoint at Subsea 7's expense such advisers as the OFT and/or the Trustee reasonably considers necessary or appropriate in connection with the performance of the Trustee Functions.

Functions of Trustee

- 6.1 The Trustee shall seek to procure, within such period as may be specified in writing by the OFT, the completion of the sale of the Acergy Falcon at no minimum price, to a purchaser or purchasers approved by the OFT in accordance with paragraph 6.3 below.
- 6.2 Without prejudice to the generality of paragraph 6.1 the Trustee shall take any of the measures set out in paragraph 2.4 above in relation to the Acergy Falcon to the extent to which such measures may be necessary to effect the divestment of the Acergy Falcon in accordance with that provision.
- 6.3 The Trustee shall not sell or permit the divestment of the Acergy Falcon to a proposed purchaser unless it has been directed to do so by the OFT or has obtained the OFT's prior written approval in respect of the identity of that proposed purchaser. The Trustee shall notify the OFT of the identity of a proposed purchaser as soon as reasonably practicable prior to the signing of a legally enforceable agreement and in any event at least 20 Working Days in advance of the proposed signing of the proposed sale and purchase agreement in question.
- 6.4 Pending the divestment of the Acergy Falcon pursuant to paragraph 6.1 above, the Trustee shall monitor Subsea 7's compliance with its

obligations under paragraphs 7.1 and 7.2 of these undertakings and shall take such measures as it considers necessary to ensure such compliance.

- 6.5 The Trustee may give written directions to Subsea 7 to take such steps as may be specified or described in the directions for the purpose of securing Subsea 7's compliance with its obligations under these undertakings or enabling the Trustee to carry out the Trustee Functions. The Trustee may not require Subsea 7 to:
- (a) offer any reverse premium or similar inducement to a purchaser; or
 - (b) accept any actual or contingent liability towards a purchaser or otherwise in connection with the divestment of the Acergy Falcon which would be unusual in scope, duration or financially, having regard to the price and usual market practice in relation to similar disposals.
- 6.6 The Trustee shall, as soon as reasonably practicable, comply at all times with any reasonable instructions or directions made by the OFT for the purposes of carrying out or securing compliance with the undertakings (or any matter incidental thereto) and shall provide to the OFT such information and reports in relation to the carrying out of the Trustee Functions as the OFT may require. The Trustee shall promptly report in writing to the OFT if the Trustee concludes on reasonable grounds that Subsea 7 is failing to comply with any of its obligations under these undertakings.
- 6.7 For the purpose of fulfilling the Trustee Functions, the Trustee shall not be bound by instructions of Subsea 7 nor shall the Trustee Functions be extended or varied in any way by Subsea 7 save with the prior express written consent of the OFT.

Obligations of Subsea 7 following appointment of Trustee

- 7.1 Subsea 7 shall not give any instruction or request to the Trustee which conflicts with the Trustee Functions.
- 7.2 Subsea 7 shall take all such steps as are reasonably necessary to enable the Trustee to carry out the Trustee Functions, including but not limited to:

- (a) complying with such written directions as the Trustee may from time to time give pursuant to paragraph 7.5 above; and
- (b) providing the Trustee with all such assistance and information as it may reasonably require in carrying out the Trustee Functions.

Remuneration of Trustee

- 8. Subsea 7 shall pay the Trustee a reasonable remuneration for the services it provides in carrying out the Trustee Functions, and shall pay the Trustee in a way that does not impede the independent and effective fulfilment of the Trustee Functions, which shall be set out in the Trustee's mandate referred to in paragraph 5 above.

Interim Action

- 9.1 Pending the completion of divestment of the Acergy Falcon to the satisfaction of the OFT in accordance with the provisions of these undertakings, save as otherwise agreed in advance in writing by the OFT, Subsea 7 shall minimise as far as possible any risk of loss of competitive potential of the Acergy Falcon and in particular ensure that:
 - (a) without accepting any duty to make any substantial capital investment additional to investment arrangements in place at the time of the Acquisition, the Acergy Falcon is maintained in full working order and sufficient resources are made available for the development of the Acergy Falcon on the basis of its pre-merger plans and no change is made to the pre-merger industrial or commercial strategy or the investment policy of the Acergy Falcon;
 - (b) except in the ordinary course of business, no substantive changes are made to the organisational structure of the Acergy Falcon or the management responsibilities within the Acergy Falcon;
 - (c) the Acergy Falcon is maintained and preserved, including facilities and goodwill;
 - (d) the nature, description, range and standard of goods and services currently supplied by the Acergy Falcon are maintained and preserved;

- (e) the separate trading name and/or the separate sales or brand identity of the Acergy Falcon is maintained;
- (f) except in accordance with paragraphs 2.1, 2.2 or 6.1 above, no assets of, or related to, the Acergy Falcon are disposed of, and no Interest in such assets is created or disposed of, other than in the ordinary course of business;
- (g) there is no integration of the information technology used by Subsea 7 with that used by the Acergy Falcon and the software and hardware platforms of the Acergy Falcon shall remain essentially unchanged, except for routine changes and maintenance;
- (h) all reasonable steps are taken (including appropriate incentive schemes (based on industry practice)) to encourage all Key Staff to remain with the Acergy Falcon to the extent this is required by GSP; and
- (i) to the extent it has not already occurred, and except as detailed below, no Confidential Information relating to the Acergy Falcon shall pass, directly or indirectly, from any of the Acergy Falcon Tendering Team to Subsea 7 (or any of their employees, directors, agents or Affiliates), or vice versa, except where strictly necessary in the ordinary course of business or in any of the following circumstances:
 - (a) the transfer of any accounting information necessary to allow Subsea 7's Chief Executive, Deputy Chief Executive and Group Secretary and the Subsea 7's Board to monitor and review the financial performance of the Acergy Falcon provided that such accounting information is not passed on to any other person within Subsea 7.
 - (b) the transfer of any information required in connection with Subsea 7 dealings with the OFT;
 - (c) the transfer of any information necessary for compliance with any statutory or accounting obligations to the extent that such compliance cannot be achieved separately by each of the businesses and including for the avoidance of doubt the compilation of consolidated accounts in line with Subsea 7's existing accounting practices;

(d) any steps necessary in order for Subsea 7 to comply with these undertakings;

provided that, upon divestment of the Acergy Falcon, any records or copies (electronic or otherwise) of Confidential Information held by Subsea 7 in relation to the Acergy Falcon (or vice versa) shall be returned to the relevant business and any copies destroyed.

Continued Separation

10.1 Except with the prior written consent of the OFT, following the divestment of the Acergy Falcon pursuant to paragraph 2.1, paragraph 2.2 or paragraph 2.3, or paragraph 2.5, Subsea 7 or any member of the Group of Interconnected Bodies Corporate to which Subsea 7 belongs:

(a) shall not, directly or indirectly, hold, acquire, re-acquire or use:

- (i) any Interest in the Acergy Falcon;
- (ii) any Interest in any company carrying on or having Control of the Acergy Falcon (other than any investments made in the ordinary course of the operation of any of the employee benefit and pension schemes of Subsea 7 or of any members of the Group of Interconnected Bodies Corporate to which Subsea 7 belongs of not more than three per cent in aggregate of the issued equity share capital in any such company, whose shares are listed or dealt with on any recognised investment exchange, which carries no more than three per cent of the voting rights exercisable at meetings of such company); or
- (iii) other than in the ordinary course of business, any of the assets of that Acergy Falcon;

provided that nothing above is intended to prevent Subsea 7, in the Event of Default, from appointing a Receiver under the terms of clause 7 of the Deed of Covenant dated 22 June 2011 between GSP Falcon Limited and Acergy Shipping Limited.

- (b) shall procure that no then current employee or director of Subsea 7 or of any members of the Group of Interconnected Bodies Corporate to which Subsea 7 belongs holds or is nominated to any directorship or managerial position in any company or other undertaking carrying on or having Control of the Acergy Falcon without the OFT's prior written consent;
- (c) shall not participate in the formulation of, or (other than in the ordinary course of business) influence or attempt to influence, the policy of any company or other undertaking carrying on or having Control of the Acergy Falcon; and
- (d) shall not enter into or carry out any agreement or arrangement with any person, if the carrying out of the agreement or arrangement is intended to result or will result in any Associated Person or Affiliate of Subsea 7 or of any member of the Group of Interconnected Bodies Corporate to which Subsea 7 belongs directly or indirectly acquiring that Acergy Falcon or doing any of the things listed in sub-paragraphs (a), (b) and (c) above.

Compliance

11.1 Subsea 7 shall comply promptly with such written directions as the OFT may from time to time give:

- (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings; or
- (b) to do or refrain from doing anything so specified or described which Subsea 7 might be required by these undertakings to do or to refrain from doing.

11.2 Subsea 7 shall procure that any member of the same Group of Interconnected Bodies Corporate as Subsea 7 complies with these undertakings as if such member had given them and actions and omissions of the members of the same Group of Interconnected Bodies Corporate to which Subsea 7 belongs shall be attributed to Subsea 7 for the purposes of these undertakings.

11.3 Where any Affiliate of Subsea 7 is not a member of the same Group of Interconnected Bodies Corporate as Subsea 7 shall use their best endeavours to procure that any such Affiliate shall comply with these undertakings as if it had given them.

Provision of Information

12. Subsea 7 shall furnish promptly to the OFT such information as the OFT considers necessary in relation to or in connection with the implementation and/or enforcement of and/or the compliance with these undertakings, including for the avoidance of doubt, any Confidential Information.

Extension of time limits

13. The OFT may, where appropriate, in response to a written request from Subsea 7 showing good cause, or otherwise at its own discretion, grant an extension to any time period referred to in these undertakings.

Interpretation

14.1 The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.

14.2 References in these undertakings to any English law term for any legal status, interest, concept or thing shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English law term.

14.3 In these undertakings the word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.

14.4 For the purposes of these undertakings:

"Acergy Falcon" means the pipelay vessel with its existing pipelay spread as described in the Memorandum of Understanding dated 22 June 2011 between Acergy Shipping Limited and GSP Falcon Limited;

“Acergy Falcon Tendering Team” means the group of individuals within Subsea 7 experienced and responsible for bidding the Acergy Falcon for UK Continental Shelf rigid pipelay projects;

“Acquisition” means the completed acquisition by Acergy S.A. of Subsea 7 Inc.;

“Act” means the Enterprise Act 2002;

“Affiliate” of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

“Associated Person” means a person or persons associated with Subsea 7 S.A. within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

“Bibby” means Bibby Offshore Holdings Limited;

“business” has the meaning given by section 129(1) and (3) of the Act;

“CC” means the Competition Commission;

“Confidential Information” means any business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature;

“Control” shall be construed in accordance with section 26 of the Act, and in the case of a body corporate, a person shall be deemed to Control it if he holds, or has an interest in, shares of that body corporate amounting to 10 per cent or more of its issued share capital or carrying an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;

“Decision” means the OFT’s decision on reference under section 22 of the Act in connection with the Acquisition given on 21 December 2010;

“Event of Default” means the events set out in clause 7 of the Deferred Payment Deed dated 22 June 2011;

“Group of Interconnected Bodies Corporate” has the meaning given in section 129(2) of the Act; references to a Group of Interconnected Bodies Corporate shall be to the Group of Interconnected Bodies Corporate as constituted from time to time;

“GSP” means Grup Servicii Petroliere SA;

“Interest” includes shares, an interest in shares and any other interest carrying an entitlement to vote at shareholders’ meetings; and for this purpose “an interest in shares” includes an entitlement by a person other than the registered holder, to exercise any right conferred by the holding of these shares or an entitlement to Control the exercise of such right;

“Key Staff” means staff in positions of executive or managerial responsibility and/or whose performance materially affects the viability of the Acergy Falcon;

“OFT” means the Office of Fair Trading;

“Subsidiary” shall be construed in accordance with section 736 of the Companies Act 1985 (as amended), unless otherwise stated;

“Trustee” means the person appointed pursuant to paragraph 5.4, 5.5 or 5.7 to carry out the Trustee Functions;

“Trustee Functions” means the functions set out in paragraph 7;

“UK” means the United Kingdom of Great Britain and Northern Ireland;

“Working Days” mean any days of the week other than a Saturday, Sunday or any other day that is a public holiday in England; and unless the context requires otherwise, the singular shall include the plural and vice versa.

FOR AND ON BEHALF OF SUBSEA7 S.A.

.....Signature

.....Name

.....Title

.....Date

Authorised Signatory

FOR AND ON BEHALF OF ACERGY M.S. LIMITED

.....Signature

.....Name

.....Title

.....Date

Authorised Signatory