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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

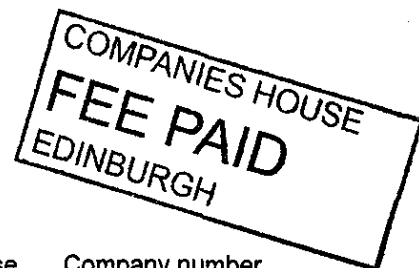
410

CHFP025

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write in this
margin

A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage or
charge

Pursuant to section 410 of the Companies Act 1985

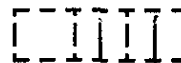


Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



SC29934

Name of company

* ASCO UK LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

5 December 2005

Description of the instrument (if any) creating or evidencing the charge (note 1)

Standard Security

Amount secured by the charge

The Secured Liabilities (for definitions see Paper Apart)

Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland (as Security Trustee)
The Mound
Edinburgh
EH1 1YZ ("the Security Trustee")

Presenter's name address telephone
number and reference (if any):
Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH2 4DF

0131 225 4455
B27/216/KWI/DJM/EAS

For official use (10/03)

Charges Section

Post room



COMPANIES HOUSE

08/12/05

Short particulars of all the property charged.

All and whole the subjects known as Oil Depot, Keith Street, North Base, Peterhead in the County of Aberdeen, being the subjects registered in the Land Register of Scotland under Title Number ABN46086

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

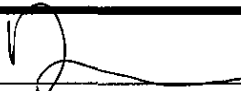
Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed  Date 8/12/2005

On behalf of ~~1000000~~ [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as appropriate

PAPER APART

FORM M410 - ASCO UK LIMITED

"Banks" means the Senior Banks, the Hedging Banks and the Mezzanine Lenders;

"Facility Agreement" shall mean the senior facility agreement dated 17 December 1998 between the Parent, the Senior Agent and the Senior Banks (as such agreement is amended, varied, supplemented, novated or replaced from time to time) in terms of which the Senior Banks have made certain term loan and revolving credit facilities available to *inter alios* the Parent;

"Financing Documents" means the Senior Financing Documents, the Hedging Documents and the Mezzanine Financing Documents;

"Floating Charge" shall mean the Floating Charge dated 17 December 1998 granted by the Parent in favour of the Security Trustee;

"Group" means the Parent and its subsidiary undertakings from time to time and "member of the Group" shall be construed accordingly;

"the Hedging Banks" has the same meaning as in the Intercreditor Deed;

"the Hedging Documents" has the same meaning as in the Intercreditor Deed;

"Intercreditor Deed" means the inter creditor deed entered into on 17 December 1998 between *inter alia* the Parent and others, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as Senior Banks, The Governor and Company of the Bank of Scotland as Senior Agent and as Security Trustee, The Governor and Company of the Bank of Scotland and RBS Mezzanine Limited as Mezzanine Lenders, RBS Mezzanine Limited as Mezzanine Agent, The Royal Bank of Scotland plc as Hedging Bank and 3i Group plc and others (as such inter creditor deed is amended, varied, supplemented, novated or replaced from time to time);

"Mezzanine Agent" means RBS Mezzanine Limited and its successors and assignees as agent under the Mezzanine Facility Agreement;

"Mezzanine Facility Agreement" shall mean the mezzanine facility agreement dated 17 December 1998 between the Parent, the Mezzanine Agent and the Mezzanine Lenders (as such agreement is amended, varied, supplemented, novated or replaced from time to time) in terms of which the Mezzanine Lenders have made certain term loan facilities available to the Parent;

"Mezzanine Finance Documents" means the Financing Documents as defined in the Mezzanine Facility Agreement;

"Mezzanine Lenders" means the Lenders from time to time as defined in the Mezzanine Facility Agreement;

"Obligor" means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, cautioner, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Secured Parties or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;

"Parent" shall mean ASCO plc (Registered Number 167503) and having its registered office at Regent Centre, Regent Road, Aberdeen, AB11 5NS;

"Schedule" shall mean the Schedule annexed and executed as relative to the Standard Security;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, cautioner, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to all or any of the Secured Parties in whatever manner and on any account including but not limited to the Financing Documents together with (a) all costs, charges and expenses incurred by the Secured Parties or any of them in connection with the protection, preservation or enforcement of their respective rights under the Financing Documents or otherwise, (b) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities and (c) any further advances which may be made by any of the Secured Parties to any Obligor under any agreement expressed to be supplemental to any of the Financing Documents and all interest, fees and costs in connection therewith provided that no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, this Standard Security (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985;

"Secured Parties" means together the Security Trustee, the Senior Agent, the Senior Banks, the Hedging Banks, the Mezzanine Agent and the Mezzanine Lenders and "Secured Party" shall be construed accordingly;

"Security Documents" means each of the documents executed by all or any member of the Group from time to time (including the Security Documents as defined in the Facility Agreement) in order to provide the Secured Parties or any of them with security for any obligations of any person to the Secured Parties or any of them or to guarantee such obligations;

"Senior Agent" means The Governor and Company of the Bank of Scotland and its successors and assignees as agent under the Facility Agreement;

"Senior Banks" means the Banks from time to time as defined in the Facility Agreement;

"Senior Financing Documents" means the Financing Documents as defined in the Facility Agreement;

"Standard Security" shall mean the standard security and the Schedule between the Company and the Security Trustee dated 21 September 2004 and registered in the Land Register of Scotland under Title Number ABN4606 on 5 December 2005;

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 29934

I hereby certify that a charge created by

ASCO UK LIMITED

on 5 DECEMBER 2005

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,
on 9 DECEMBER 2005 given at Companies House, Edinburgh
13 DECEMBER 2005



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**