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in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

BS DO
140085



To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] [] [] []

02661838

Name of company

* Specialised Petroleum Services Limited

Date of creation of the charge

24th May 2000

Description of the instrument (if any) creating or evidencing the charge (note 2)

Guarantee and Debenture

Amount secured by the mortgage or charge

Rider A

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh
EH1 1YZ as agent and security trustee for itself and for each of the
Secured Parties (as defined in Rider A)

Presentor's name address and
reference (if any):

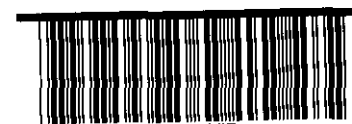
Dickson Minto
11 Walker Street
EDINBURGH
EH3 7NE
Ref: B027/242/LHE/AF/CJM

sppet.LFD

Time critical reference

For official use
Mortgage Section

Post room



A17
COMPANIES HOUSE

AE1F0QZT

0682
01/06/00

Rider B

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Jackson Minto

Date

31 May 2000

On behalf of [company] [mortgagee/chargee] †

† delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

SPECIALISED PETROLEUM SERVICES LIMITED

(Registered No. 02661838)

RIDER A - FORM 395 (GUARANTEE AND DEBENTURE)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Secured Parties under the Financing Documents together with:-

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Obligor under any facility agreement entered into after the date of the Guarantee and Debenture with all or any of the Secured Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date of the Guarantee and Debenture;
- (b) any further obligations and liabilities which may be made by any Secured Party 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;
- (c) all costs, charges and expenses incurred by the Security Trustee or any of the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Financing Documents;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Financing Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency proceedings.

Where:-

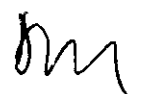
"Agent"

means the Agent as defined in the Facility Agreement;



| | |
|----------------------------|--|
| "Banks" | means the Banks as defined in the Facility Agreement and "Banks" means any one of the foregoing; |
| "Company" | means Specialised Petroleum Services Limited (Registered Number 2661838); |
| "Facility Agreement" | means the facility agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated on or around the date of the Guarantee and Debenture between, <i>inter alia</i> , the Parent (1), the various banks and financial institutions named therein (2) and the Agent (3) to make available to the Borrowers (as defined therein) certain credit facilities; |
| "Financing Documents" | means the Facility Agreement, the Working Capital Facility Letter, the Security Documents, the Inter Creditor Agreement, the Hedging Documents, any Waiver Letter and any document ancillary or pertaining thereto, the Guarantee and Debenture and any other document which the Security Trustee and the Company agree shall be designated a Financing Document; |
| "Group" | means the Parent and any of its subsidiaries from time to time and "member of the Group" shall be construed accordingly; |
| "Hedging Banks" | means the Hedging Banks as defined in the Facility Agreement; |
| "Hedging Documents" | means the Hedging Documents as defined in the Facility Agreement; |
| "Inter Creditor Agreement" | means the Inter Creditor Agreement as defined in the Facility Agreement; |
| "Issuing Bank" | means the Issuing Bank as defined in the 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, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Agent, the Security Trustee and 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" | means Ledge 523 Limited (registered number SC204919); |
| "Secured Liabilities" | means the amount secured by the charge as defined in this Rider A; |
| "Secured Parties" | means the Agent, the Banks, the Issuing Bank, the Working Capital Bank and the Hedging Banks or any of them as the context requires; |
| "Security Documents" | means the Security Documents as defined in the Facility Agreement; |
| "Security Trustee" | means The Governor and Company of the Bank of Scotland as agent and security trustee for itself and for each of the Secured Parties; |
| "Waiver Letter" | means a Waiver Letter as defined in the Facility Agreement; |
| "Working Capital Bank" | means The Governor and Company of the Bank of Scotland; |
| "Working Capital Facility Letter" | means the working capital facility letter (as such letter is amended, varied, supplemented, novated or replaced from time to time) between, <i>inter alia</i> , the Parent (1) and The Governor and Company of the Bank of Scotland (2) dated on or around the date of the Guarantee and Debenture to make |



available to the Borrowers (as defined therein) certain working capital facilities.

A handwritten signature or set of initials, possibly 'DM', in dark ink.

SPECIALISED PETROLEUM SERVICES LIMITED

(Registered No. 02661838)

RIDER B - FORM 395 (GUARANTEE AND DEBENTURE)

Short particulars of all the property mortgaged or charged

1. All freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein.
2. All plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or thereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment.
3. All shares and stock in the capital of any company which as at the date of the Guarantee and Debenture or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto.
4. The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Company or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof.
5. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to the Company.
6. The goodwill and the uncalled capital of the Company both present and future.
7. The book debts due or owing to the Company both present and future.
8. All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest.



9. The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future.
10. The undertaking and all other property and assets of the Company both present and future.

The charges on the property and described at 1, 2, 3, 4, 5, 6, 7 and 8 above are created as fixed charges and constitute charges by way of legal mortgage on the property described at 1 above which is at the date of the Guarantee and Debenture vested in the Company.

The charges on the property and assets 9 and 10 above (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged under the Guarantee and Debenture by way of fixed charge) are created as floating charges until the provisions of Condition 14 set out in the Second Schedule to the Guarantee and Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Guarantee and Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

The Company assigns and agrees to assign to the Security Trustee all of the Company's right, title and interest, present and future, to receive payment under the Acquisition Documents and undertakes to the Security Trustee promptly to give such notice of the assignment under the Guarantee and Debenture and subsequent assignments under the Guarantee and Debenture as the Security Trustee may require, provided that to the extent (if any) that such right, title and interest are not assignable such assignment will operate as an assignment of proceeds received by the Company under the Acquisition Documents as security for the Secured Liabilities.

The Company authorises the Security Trustee and each Secured Party to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or moneys to which it is entitled on any account with the Security Trustee or that Secured Party and to apply any such balances, credits, deposits, accounts or moneys at any time without notice to the Company in satisfaction of any Secured Liabilities.

Where:-

"Acquisition Documents" means the Acquisition Documents as defined in the Facility Agreement and any other agreement entered into for the purposes of the acquisition of shares in the Target Companies;



"Company" means Specialised Petroleum Services Limited (registered number 2661838);

"Target Companies" means AFOS Group Limited (Registered Number SC195693) and Specialised Petroleum Services Limited (Registered Number 2661838).

And any term defined in Rider A shall have the same meaning in this Rider B.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal line.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02661838

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 24th MAY 2000 AND CREATED BY SPECIALISED PETROLEUM SERVICES LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, AS AGENT AND SECURITY TRUSTEE FOR ITSELF AND FOR EACH OF THE SECURED PARTIES (AS DEFINED) UNDER THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JUNE 2000.

R. J. R.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE