

**COMPLETED ACQUISITION BY GB OILS LIMITED OF BROGAN HOLDINGS
LIMITED**

**UNDERTAKINGS TO BE GIVEN BY DCC PLC AND GB OILS LIMITED TO THE
OFFICE OF FAIR TRADING PURSUANT TO SECTION 73 OF THE ENTERPRISE
ACT 2002**

WHEREAS:

- (a) GB Oils acquired Brogan by way of share purchase agreement that completed on 15 December 2009.
- (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 DCC and GB Oils 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) DCC and GB Oils offered initial undertakings pursuant to section 71 of the Act, which the OFT accepted on 12 January 2010 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 DCC and GB Oils.

NOW THEREFORE DCC and GB Oils hereby give 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 DCC and GB Oils, they are accepted by the OFT.

Divestment of the Isle of Lewis Divestment Business

- 2.1 Prior to acceptance of these undertakings by the OFT, GB Oils shall enter into a legally binding agreement to divest to the satisfaction of the OFT the Isle of Lewis Divestment Business as a going concern to the proposed purchaser, Highland Fuels, on terms approved in advance by the OFT.

- 2.2 Without prejudice to the generality of paragraph 2.1 above, GB Oils shall use all reasonable endeavours to ensure the transfer of Key Staff with the divestment of the Isle of Lewis Divestment Business;

- 2.3 GB Oils 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, GB Oils 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 4.1; and
- (b) acceptance by the OFT of these undertakings

provided that the completion of the divestment of the Isle of Lewis Divestment Business to the proposed purchaser contemplated by such agreement takes place within a period not exceeding one month 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, GB Oils shall take the following measures, to the extent they may be necessary in the opinion of the OFT, to effect the sale of the Isle of Lewis Divestment Business 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 GB Oils shall ensure that the sale and purchase agreement entered into for the purposes of paragraphs 2.1 and 2.3 above includes a warranty that the proposed purchaser has the financial resources, expertise

(including the managerial, operational and technical capability), incentive and intention to maintain and operate the Isle of Lewis Divestment Business as part of a viable and active business in competition with GB Oils and other competitors in the distribution of heating oils and transport fuels in Western Isles.

- 2.6 In the event that GB Oils fails to divest one or more of the Isle of Lewis Divestment Business 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 GB Oils to divest the Isle of Lewis Divestment Business as a going concern at no minimum price to a purchaser approved by the OFT.

Provision of a throughput agreement

- 3.1 The OFT may require GB Oils to offer to a supplier of heating oils and transport fuels who has agreed, or is proposing to agree, a supply contract with the proposed purchaser, or another potential or actual purchaser of the Isle of Lewis Divestment Business, a throughput agreement to allow that supplier of heating oils and transport fuels to supply the proposed purchaser or another potential or actual purchaser of the Isle of Lewis Divestment Business, with fuel through the Stornoway terminal.

- 3.2 Paragraph 3.1 applies:

- (a) either before, or at any time up to five years after, completion of the divestment of the Isle of Lewis Divestment Business;
- (b) if after completion of the divestment of the Isle of Lewis Divestment Business, whether divestment has been made to the proposed purchaser pursuant to paragraph 2.1 or as otherwise contemplated by these undertakings; and
- (c) if after completion of the divestment of the Isle of Lewis Divestment Business other than to the proposed purchaser, whether divestment has been made pursuant to an instruction by the OFT under paragraph 2.6 or by a Trustee under paragraph 7.1.

- 3.3 The terms of any throughput agreement under paragraph 3.1 shall be approved in writing in advance by the OFT, but shall include, save as otherwise agreed by the OFT:

- (a) a minimum duration of five years or, if shorter, of the period up to the fifth anniversary of the completion of the divestment of the Isle of Lewis Divestment Business (with an ability of the supplier, but not GB Oils, to terminate earlier);
- (b) a throughput fee that is based on a per litre basis that is fair and reasonable, with annual adjustments subject only to RPI indexation and/or such other adjustment mechanism that is fair and

reasonable in the light of the costs of operation of the Stornoway terminal and the purpose of these undertakings; and

- (c) no minimum throughput quantities imposed by GB Oils or minimum throughput fees payable to GB Oils by the fuel supplier or the proposed purchaser, or another potential or actual purchaser of the Isle of Lewis Divestment Business.

3.4 The timetable and process for the agreement and approval of any throughput agreement under paragraph 3.1 shall be set out by the OFT in writing when it issues a direction to GB Oils under paragraph 3.1.

3.5 In the event of a failure to reach agreement as to the terms of a throughput fee for the purposes of paragraph 3.3(b), the matter shall be referred to an independent expert to be appointed by the OFT. The independent expert shall:

- (a) request written submissions from the proposed parties to the throughput agreement as to the appropriate level of the throughput fee before making his determination;
- (b) provide a binding determination in writing within one month of being appointed by the OFT as to the appropriate level of the throughput fee having regard to paragraph 3.3(b) above and the fees being charged at the time of the proposed throughput agreement by GB Oils and by other owners of oil terminals in respect of similar throughput arrangements; and
- (c) determine how and by whom the costs of the determination (including his fees and expenses) are to be paid.

Purchaser Approval

4.1 For the purposes of the OFT approving a proposed purchaser for the Isle of Lewis Divestment Business in accordance with these undertakings, GB Oils and/or any proposed purchaser shall satisfy the OFT that:

- (a) the acquisition by the proposed purchaser of the Isle of Lewis Divestment Business 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) the proposed purchaser is independent of and unconnected to GB Oils and the Group of Interconnected Bodies Corporate to which GB Oils belongs and any Associated Person or Affiliate of GB Oils or such Group of Interconnected Bodies Corporate;

- (c) the proposed purchaser has the financial resources, expertise (including the managerial, operational and technical capability), incentive and intention to maintain and operate the Isle of Lewis Divestment Business it is proposing to purchase as a viable and active business in competition with GB Oils and other competitors from the date of completion of the divestment;
- (d) the proposed purchaser is reasonably to be expected to obtain all necessary approvals, licences and consents from any regulatory or other authority; and
- (e) the acquisition by the proposed purchaser of the Isle of Lewis Divestment Business does not create the realistic prospect of a substantial lessening of competition within any market or markets in the UK.

4.2 The OFT may require GB Oils and/or a proposed purchaser to provide it with such information and documentation as it may reasonably require to satisfy the OFT that the proposed purchaser will fulfil the requirements in paragraph 4.1 above.

Appointment of a Trustee

- 5.1 The provisions of paragraphs 5.2 to 5.7 below shall apply only as long as GB Oils has not satisfied, or where the OFT has reasonable grounds for believing that GB Oils will not satisfy, all or any part of the obligation to divest the Isle of Lewis Divestment Business in accordance with paragraphs 2.1, 2.2 and 2.3 above.
- 5.2 Within 15 Working Days of the OFT notifying in writing GB Oils that it must do so, GB Oils 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.
- 5.3 GB Oils and/or any individuals nominated pursuant to paragraph 5.2 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 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 GB Oils and of the Group of Interconnected Bodies Corporate to which GB Oils belongs and of any Associated Person or Affiliate of GB Oils or of such Group of Interconnected Bodies Corporate and of any

proposed purchasers of the Isle of Lewis Divestment Business to be sold pursuant to these undertakings, and, in the reasonable opinion of GB Oils, 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.

5.4 Within 20 Working Days of the OFT approving, at its discretion, one or more of the persons nominated by GB Oils and their proposed mandates pursuant to paragraph 5.2 above, and subject to any modifications the OFT deems necessary for the Trustee to carry out the Trustee Functions, GB Oils 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 5.2.

5.5 In the event that:

- (a) GB Oils fails to propose any person or persons in accordance with paragraph 5.2 above; or
- (b) none of the persons proposed by GB Oils pursuant to paragraph 5.2 is approved by the OFT; or
- (c) GB Oils is unable for any reason to appoint within the time limit stipulated in paragraph 5.4 any such person following approval by the OFT,

GB Oils 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. GB Oils shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT.

5.6 The appointment of the Trustee pursuant to paragraph 5.4 or 5.5 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.

5.7 In the event that the appointment of the Trustee is terminated in accordance with paragraph 5.6 above, GB Oils 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. GB Oils 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

6. The terms of the mandate proposed by GB Oils pursuant to paragraph 5.2 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 Isle of Lewis Divestment Business as required by paragraph 7.1 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 Isle of Lewis Divestment Business;
 - (d) a mandate to comply with any orders and/or directions given by the OFT; and
 - (e) a mandate to appoint at GB Oils' 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

- 7.1 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 Isle of Lewis Divestment Business at no minimum price, to a purchaser or purchasers approved by the OFT in accordance with paragraph 7.3, below.
- 7.2 Without prejudice to the generality of paragraph 7.1, the Trustee shall take any of the measures set out in paragraph 2.4 above in relation to the Isle of Lewis Divestment Business to the extent to which such measures may be necessary to effect the divestment of the Isle of Lewis Divestment Business in accordance with that provision.
- 7.3 The Trustee shall not sell or permit the divestment of any of the Isle of Lewis Divestment Business 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.

- 7.4 Pending the divestment of the Isle of Lewis Divestment Business pursuant to paragraph 7.1 above, the Trustee shall monitor GB Oils' compliance with its obligations under paragraphs 8.1 and 8.2 of these undertakings and shall take such measures as it considers necessary to ensure such compliance.
- 7.5 The Trustee may give written directions to GB Oils to take such steps as may be specified or described in the directions for the purpose of securing GB Oils' compliance with its obligations under these undertakings or enabling the Trustee to carry out the Trustee Functions. The Trustee may not require GB Oils 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 Isle of Lewis Divestment Business which would be unusual in scope, duration or financially, having regard to the price and usual market practice in relation to similar disposals.
- 7.6 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 GB Oils is failing to comply with any of its obligations under these undertakings.
- 7.7 For the purpose of fulfilling the Trustee Functions, the Trustee shall not be bound by instructions of GB Oils nor shall the Trustee Functions be extended or varied in any way by GB Oils save with the prior express written consent of the OFT.

Obligations of GB Oils following appointment of Trustee

- 8.1 GB Oils shall not give any instruction or request to the Trustee which conflicts with the Trustee Functions.
- 8.2 GB Oils 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

9. GB Oils 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 6 above.

Interim Action

- 10.1 Pending the completion of divestment of the Isle of Lewis Divestment Business 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, GB Oils shall minimise as far as possible any risk of loss of competitive potential of the Isle of Lewis Divestment Business 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 Isle of Lewis Divestment Business is maintained as a going concern and sufficient resources are made available for the development of the Isle of Lewis Divestment Business 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 Isle of Lewis Divestment Business;
- (b) except in the ordinary course of business, no substantive changes are made to the organisational structure of the Isle of Lewis Divestment Business or the management responsibilities within the Isle of Lewis Divestment Business;
- (c) the Isle of Lewis Divestment Business is maintained and preserved, including facilities and goodwill;
- (d) the nature, description, range and standard of goods and services currently supplied by the Isle of Lewis Divestment Business are maintained and preserved;
- (e) the separate trading name and/or the separate sales or brand identity of the Isle of Lewis Divestment Business is maintained;
- (f) except in accordance with paragraphs 2.1, 2.2, 2.7 or 7.1 above, no assets of, or related to, the Isle of Lewis Divestment Business

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 GB Oils with that used by the Isle of Lewis Divestment Business and the software and hardware platforms of the Isle of Lewis Divestment Business 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 Isle of Lewis Divestment Business; and
- (i) to the extent it has not already occurred, and except as detailed below, no Confidential Information relating to the Isle of Lewis Divestment Business shall pass, directly or indirectly, from any of the Isle of Lewis Divestment Business (or any employees, directors, agents or Affiliates of the Isle of Lewis Divestment Business) to GB Oils (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:
 - (i) the transfer of any accounting information necessary to allow GB Oils' Chief Executive, Deputy Chief Executive and Group Secretary and the GB Oils' Board to monitor and review the financial performance of the Isle of Lewis Divestment Business provided that such accounting information is not passed on to any other person within GB Oils;
 - (ii) the transfer of any information required in connection with GB Oils' dealings with the OFT;
 - (iii) 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 GB Oils' existing accounting practices;
 - (iv) any steps necessary in order for GB Oils to comply with these undertakings;

provided that, upon divestment of the Isle of Lewis Divestment Business, any records or copies (electronic or otherwise) of Confidential Information held by GB Oils in relation to the Isle of

Lewis Divestment Business (or vice versa) shall be returned to the relevant business and any copies destroyed.

Continued Separation

11.1 Except with the prior written consent of the OFT, following the divestment of the Isle of Lewis Divestment Business pursuant to paragraph 2.1, paragraph 2.2 or paragraph 2.3, or paragraph 2.5, GB Oils or any member of the Group of Interconnected Bodies Corporate to which GB Oils belongs:

- (a) shall not, directly or indirectly, hold, acquire, re-acquire or use:
 - (i) any Interest in the Isle of Lewis Divestment Business;
 - (ii) any Interest in any company carrying on or having Control of that Isle of Lewis Divestment Business (other than any investments made in the ordinary course of the operation of any of the employee benefit and pension schemes of GB Oils or of any members of the Group of Interconnected Bodies Corporate to which GB Oils 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 Isle of Lewis Divestment Business;
- (b) shall procure that no current employee or director of GB Oils or of any members of the Group of Interconnected Bodies Corporate to which GB Oils belongs holds or is nominated to any directorship or managerial position in that Isle of Lewis Divestment Business or any directorship or managerial position in any company or other undertaking carrying on or having Control of that Isle of Lewis Divestment Business 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 that Isle of Lewis Divestment Business or of any company or other undertaking carrying on or having Control of that Isle of Lewis Divestment Business; 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 GB Oils or of any member of the Group of Interconnected Bodies Corporate to which GB Oils belongs directly or indirectly acquiring that Isle of Lewis Divestment Business or

doing any of the things listed in sub-paragraphs (a), (b) and (c) above.

Compliance

- 12.1 DCC and GB Oils 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 GB Oils might be required by these undertakings to do or to refrain from doing.
- 12.2 DCC and GB Oils shall procure that any member of the same Group of Interconnected Bodies Corporate as GB Oils 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 GB Oils belongs shall be attributed to DCC and GB Oils for the purposes of these undertakings.
- 12.3 Where any Affiliate of GB Oils is not a member of the same Group of Interconnected Bodies Corporate as GB Oils, DCC and GB Oils 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

13. GB Oils 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

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

Interpretation

- 15.1 The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.
- 15.2 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.

15.3 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.

15.4 For the purposes of these undertakings:

“Acquisition” means the completed purchase by GB Oils of 100 per cent of the issued share capital of Brogan on 15 December 2009 pursuant to a share and purchase agreement dated 11 December 2009;

“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 GB Oils within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

“Brogan” means Brogan 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;

“DCC” means DCC Plc, the ultimate parent company of GB Oils Limited;

“Decision” means the OFT’s decision on reference under section 22 of the Act in connection with the Acquisition given on 20 April 2010;

“GB Oils” means GB Oils Limited;

“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;

"Highland Fuels" means Highland Fuels Limited;

"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;

"Isle of Lewis Divestment Business" means the entirety of the oil distribution business on the Isle of Lewis carried on by Brogan at the time of the Acquisition comprising the whole or substantially the whole of the rights, assets, interests and obligations of or associated with that business as operated immediately prior to the date of the Acquisition, including without prejudice to the foregoing, save as required or permitted by the OFT:

- (a) where capable of being transferred, all or substantially all tangible and intangible assets which contribute to the current operation or are necessary to ensure the viability or competitiveness of the business;
- (b) where capable of being transferred, all or substantially all licences, permits, consents and authorisations issued by any governmental or regulatory organisation for the benefit of the business;
- (c) where capable of being transferred, all or substantially all contracts, leases, commitments and customer orders of or associated with the business; and
- (d) all customer, credit and other records related to or associated with the business together with any additional rights, assets and/or obligations that GB Oils may wish to sell together with the above, subject to the OFT's prior approval in writing;

provided that, for the avoidance of doubt, the Isle of Lewis Divestment Business shall exclude any of the employees, managers or assets of Brogan located on mainland Scotland related to the sale of heating oil or transport fuel on both the Western Isles and parts of mainland Scotland and the right for the Buyer to use the name or trading style of "**Brogans**" or any other trading name or style used by Brogan or any member of the same Group of Interconnected Bodies Corporate as Brogan.

"Key Staff" means staff based on the Western Isles in positions of executive or managerial responsibility and/or whose performance materially affects the viability of any Isle of Lewis Divestment Business, including the drivers employed by the Isle of Lewis Divestment Business;

"OFT" means the Office of Fair Trading;

“Stornoway terminal” means the ship-fed oil storage terminal located in Stornoway on the Isle of Lewis operated by GB Oils;

“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 DCC PLC

.....Signature

.....Name

.....Title

.....Date

Authorised Signatory

FOR AND ON BEHALF OF GB OILS LIMITED

.....Signature

.....Name

.....Title

.....Date

Authorised Signatory