

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

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* ENVIRONMENTAL SERVICES GROUP LIMITED

589
11/05/2006

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write in this
margin

The assistance is to be given to: (note 2) Inspicio Environmental Services Group Limited
(company number 05729762) of 20 Black Friars Lane, London EC4V 6HD (the
"Purchaser")

See Part I of the Schedule attached to this Form 155(6) (b)

Inspicio Environmental Services Group Limited (company number 05729762) of
20 Black Friars Lane, London EC4V 6HD

See Part II of the Schedule attached to this Form 155 (6) (b)

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is Within 8 weeks hereof

X We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

* delete either (a) or (b) as appropriate

(b) XXXX intended to compromise the working group of the company, with XXXX books XXXX that XXXX XXXX
 XXXX formed the opinion that this company will be able to pay its debts in full within 12 months of the
 XXXX XXXX XXXX XXXX XXXX XXXX* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at *Cancun, Yucatan*
Santh Yucatan

Declarants to sign below



Day Month Year

on 22 04 2006

before me P. S. Whelan (P.S. WA 1954 23 Nov 1971)

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.~~

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

SCHEDULE TO FORM 155(6)(b)

made by the directors of Environmental Services Group Limited (Company Number 02880501) in relation to financial assistance given by Environmental Contamination Sciences Limited ("**ECSL**")

Part I

The Form of Financial Assistance (the "**Financial Assistance**")

The Financial Assistance will take the form of the execution, delivery and performance of the following documents as the same may be amended and supplemented or substituted from time to time:

- (a) a deed of accession (the "**Facilities Agreement Accession**") entered into by ECSL to a senior multicurrency term and multicurrency revolving credit facilities agreement dated 6 October 2005 as amended and restated (pursuant to the terms of a deed of amendment and restatement (the "**Deed of Amendment and Restatement**")) (the "**Facilities Agreement**") to be made between inter alios (1) Inspicio plc as the Parent (the "**Parent**") (2) the Original Borrowers (as defined in the Facilities Agreement) (3) the Original Guarantors (as defined in the Facilities Agreement) (4) the Original Lenders and (5) HSBC Bank Plc as arranger, agent and security trustee (the "**Lender**");
- (b) a deed of accession (the "**Debenture Accession**") entered into by ECSL to a debenture dated 6 October 2005 as amended and restated (pursuant to the terms of a deed of amendment and restatement (the "**Debenture Deed of Amendment and Restatement**")) (the "**Debenture**") to be made by, amongst others, the Parent in favour of the Lender;
- (c) an intra-group loan agreement (the "**IGL**") and associated letter of support to be entered into by, amongst others, ECSL, the Company and the Purchaser;
- (d) an accession deed to be entered into by the Company and ECSL (the "**Security Trust Accession Deed**") to a security trust deed under which the Security Trustee is appointed to hold the benefit of the Transaction Security (as defined therein) on behalf of all Secured Finance Parties (as defined therein) to be made by, amongst others, (1) HSBC Bank Plc as Arranger, Original Lender, Agent, Security Trustee and Ancillary Lender and (2) The Obligors (as defined therein) the "**Security Trust Deed**";
- (e) the performance of all acts or the execution of any other documents ancillary to or otherwise relating to any of the above documents.

(as each of such documents may be amended, restated, substituted, novated or transferred from time to time, and the parties to such documents shall include their successors in title, permitted assigns and permitted transferees, together the "**Banking Documents**")

(Unless otherwise defined, capitalised terms are defined in Part IV of this Schedule).

Part II

The Principal Terms of the Financial Assistance

1. The principal terms on which the financial assistance pursuant to the Facilities Agreement will be given are as follows:
 - (a) under the terms of the Facilities Agreement (to which ECSL will accede as a Guarantor) and the Guarantee and Indemnity contained therein ECSL unconditionally and irrevocably jointly and severally:
 - (i) guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents and undertakes with each Finance Party that whenever an Borrower does not pay any amount when due under or in connection with any Finance Document, to immediately on demand pay that amount as if it was the principal obligor; and
 - (ii) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
 - (b) The guarantee in the Facilities Agreement is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.
 - (c) The obligations of ECSL under the Facilities Agreement will not be affected by an act, omission, matter or thing including:
 - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
 - (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
 - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
 - (v) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and

of whatsoever nature) or replacement of a Finance Document or any other document or security;

(vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(vii) any insolvency or similar proceedings.

(d) Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, ECSL will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

(i) to be indemnified by an Obligor;

(ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents; and/or

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

2. The principal terms on which the financial assistance pursuant to the Debenture and the Debenture Accession will be given are as follows:

(a) ECSL, as principal and not merely as surety, covenants in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due.

(b) ECSL as continuing security charges and agrees to charge all the present and future right, title and interest of ECSL in and to the following assets which are at any time owned by ECSL, or in which ECSL from time to time has an interest:

(i) by way of first legal mortgage the Property scheduled in the Debenture Accession

(ii) by way of first fixed charge:

(A) all other Property and all interests in Property (not charged in terms of Paragraph 2(b)(i)) and all licences to enter upon or use land and the benefit of all other agreements relating to land;

(B) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;

(C) all computers, vehicles, office equipment and other equipment; and

- (D) the benefit of all contracts, licences and warranties relating to the same,
 - (E) all shares and other securities owned by ECSL and any rights and interests which ECSL may have at any time in relation to them.
 - (F) such specially designated account(s) of ECSL with the Security Trustee as the Security Trustee may from time to time reasonably direct; or such other account(s) with such other bank as the Security Trustee may from time to time reasonably direct (such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) and all monies at any time standing to the credit of any of these accounts; and
 - (G) all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of ECSL in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of ECSL and the benefit of all applications and rights to use such assets.
 - (H) to the extent that any of the assets assigned in terms of Paragraph 2(c) are not effectively assigned in terms of that Paragraph, by way of first fixed charge those assets;
 - (I) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of ECSL or the use of any of its assets
 - (J) any letter of credit issued in favour of ECSL and all bills of exchange and other negotiable instruments held by it; and
 - (K) all of the goodwill and uncalled capital of ECSL.
- (c) ECSL assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:
- (i) each of the agreements scheduled to the Debenture Accession together with each other agreement supplementing or amending or novating or replacing the same and all rights and remedies in connection with these agreements and all proceeds and claims arising therefrom;

- (ii) all policies of insurance (and all cover notes) which are at any time held by or written in favour of ECSL, or in which ECSL from time to time has an interest, all claims under these policies of insurances and all proceeds of these policies of insurance; and
 - (iii) such specially designated account(s) of ECSL with the Security Trustee as the Security Trustee may from time to time reasonably direct; or such other account(s) with such other bank as the Security Trustee may from time to time reasonably direct (such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) and all monies at any time standing to the credit of any of these accounts; and
 - (iv) means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, ECSL (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with: the benefit of all rights, guarantees, security interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights) and all proceeds of any of the foregoing.
- (d) ECSL charges and agrees to charge by way of first floating charge all of its present and future: assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned in terms of Paragraphs 2(b) and (c) above.
 - (e) ECSL shall by way of security, deliver to the Security Trustee all certificates and other documents of title or evidence of ownership relating to the shares owned by ECSL.
 - (f) ECSL shall, at its own reasonable expense, promptly take whatever action the Security Trustee or a Receiver may reasonably require for creating, perfecting or protecting the security interests intended to be created by the Debenture and facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may properly think expedient.
3. The principal terms on which the financial assistance pursuant to the IGL will be given are as follows:
- ECSL (along with others) has granted to Inspicio Environmental Services Group Limited loan facilities of up to £22,000,000 to enable Inspicio Environmental Services Group Limited to pay any amounts due to the Lender. These loan facilities will be repayable on 31 March 2011 and will

attract interest at a rate of 1 per cent per annum above the base rate of HSBC Bank plc or such other rate as may be agreed from time to time between the parties to the IGL.

4. The principal terms on which the financial assistance pursuant to the Security Trust Accession Deed will be given are as follows:

ECSL is acceding to a Security Trust Deed to acknowledge that the security it grants under the Debenture will be held by the Security Trustee on trust for the Secured Parties.

Part III

Nil at today's date but subject to (1) any amounts (up to a maximum of £22,000,000 to be transferred under the IGL and (2) any payment of interest, fees, costs and expenses required to be made under the Banking Documents.

Part IV

Definitions

"Borrower" has the meaning given to that term in the Facilities Agreement

"Finance Document" means the Facilities Agreement and all other documents listed in the definition of **"Finance Documents"** in the Facilities Agreement

"Finance Party" has the meaning given to that term in the Facilities Agreement.

"Group" means the Parent and its Subsidiaries from time to time (each a **"Group Company"**).

"Obligor" has the meaning given to that term in the Facilities Agreement

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) belonging to ECSL, or in which ECSL has an interest at any time together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, all easements, rights and agreements in respect thereof, all proceeds of sale of that property and the benefit of all covenants given in respect thereof;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture.

"Secured Obligations" means all present and future indebtedness obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone whether as principal or surety or in any other capacity whatsoever) of any Group Company to any Secured Party under or pursuant to any Finance Document to which any Group Company is a party whether or not that Secured Party shall have been an original party to the relevant transaction (including all liabilities from time to time assumed or incurred by any Obligor in connection with any Finance Document), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;

"Secured Parties" means together each of the Finance Parties which is a party to or has entered into a deed of accession as a Secured Party to the Security Trust Deed (each a **"Secured Party"**);

"Security Trust Deed" means the deed entered into on or about the date of the Facilities Agreement between, amongst others the Parent and the Security Trustee

"Security Trustee" means HSBC Bank Plc.

"Subsidiary" means:

- (a) a subsidiary as defined in section 736 of the Companies Act 1985 ; and
- (b) a subsidiary undertaking as defined in section 258 and schedule 10A of the Companies Act 1985 .

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

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The number and class of the shares acquired or to be acquired is: 323 ordinary shares of £1
each in the share capital of Environmental Services Group Limited

The assistance is to be given to: (note 2) Inspicio Environmental Services Group Limited
(company number 05729762) of 20 Black Friars Lane, London EC4V 6HD (the
"Purchaser")

The assistance will take the form of:

See Part I of the Schedule attached to this Form 155 (6) (b)

The person who ~~has acquired~~ [will acquire] † the shares is:

† delete as appropriate

Inspicio Environmental Services Group Limited (company number 05729762) of
20 Black Friars Lane, London EC4V 6HD

The principal terms on which the assistance will be given are:

See Part II of the Schedule attached to this Form 155 (6) (b)

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

The amount of cash to be transferred to the person assisted is £ See Part III of the Schedule

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is Within 8 weeks hereof

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

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

* delete either (a) or (b) as appropriate

(a) [I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) XXXX intended to communicate the following information XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX
 XXXX formed the opinion that the company will be able to pay its debt XXXXXXXX XXXXXXXX XXXXXXXX
 XXXXXXXX XXXXXXXX XXXXXXXX* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

11 PILGRIM ST, LONDON

Declarants to sign below

[Handwritten signature]

on

Day	Month	Year
27	04	2006

before me

Julia D. K.

JULIA DICKENSON

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in *England and Wales or Wales is:-*

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

SCHEDULE TO FORM 155(6)(b)

made by the directors of Environmental Services Group Limited (Company Number 02880501) in relation to financial assistance given by Environmental Contamination Sciences Limited ("ECSL")

Part I

The Form of Financial Assistance (the "Financial Assistance")

The Financial Assistance will take the form of the execution, delivery and performance of the following documents as the same may be amended and supplemented or substituted from time to time:

- (a) a deed of accession (the "**Facilities Agreement Accession**") entered into by ECSL to a senior multicurrency term and multicurrency revolving credit facilities agreement dated 6 October 2005 as amended and restated (pursuant to the terms of a deed of amendment and restatement (the "**Deed of Amendment and Restatement**")) (the "**Facilities Agreement**") to be made between inter alios (1) Inspicio plc as the Parent (the "Parent") (2) the Original Borrowers (as defined in the Facilities Agreement) (3) the Original Guarantors (as defined in the Facilities Agreement) (4) the Original Lenders and (5) HSBC Bank Plc as arranger, agent and security trustee (the "**Lender**");
- (b) a deed of accession (the "**Debenture Accession**") entered into by ECSL to a debenture dated 6 October 2005 as amended and restated (pursuant to the terms of a deed of amendment and restatement (the "**Debenture Deed of Amendment and Restatement**")) (the "**Debenture**") to be made by, amongst others, the Parent in favour of the Lender;
- (c) an intra-group loan agreement (the "**IGL**") and associated letter of support to be entered into by, amongst others, ECSL, the Company and the Purchaser;
- (d) an accession deed to be entered into by the Company and ECSL (the "**Security Trust Accession Deed**") to a security trust deed under which the Security Trustee is appointed to hold the benefit of the Transaction Security (as defined therein) on behalf of all Secured Finance Parties (as defined therein) to be made by, amongst others, (1) HSBC Bank Plc as Arranger, Original Lender, Agent, Security Trustee and Ancillary Lender and (2) The Obligors (as defined therein) the "**Security Trust Deed**";
- (e) the performance of all acts or the execution of any other documents ancillary to or otherwise relating to any of the above documents.

(as each of such documents may be amended, restated, substituted, novated or transferred from time to time, and the parties to such documents shall include their successors in title, permitted assigns and permitted transferees, together the "Banking Documents")

(Unless otherwise defined, capitalised terms are defined in Part IV of this Schedule).

Part II

The Principal Terms of the Financial Assistance

1. The principal terms on which the financial assistance pursuant to the Facilities Agreement will be given are as follows:
 - (a) under the terms of the Facilities Agreement (to which ECSL will accede as a Guarantor) and the Guarantee and Indemnity contained therein ECSL unconditionally and irrevocably jointly and severally:
 - (i) guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents and undertakes with each Finance Party that whenever an Borrower does not pay any amount when due under or in connection with any Finance Document, to immediately on demand pay that amount as if it was the principal obligor; and
 - (ii) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
 - (b) The guarantee in the Facilities Agreement is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.
 - (c) The obligations of ECSL under the Facilities Agreement will not be affected by an act, omission, matter or thing including:
 - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
 - (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
 - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
 - (v) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and

of whatsoever nature) or replacement of a Finance Document or any other document or security;

- (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (vii) any insolvency or similar proceedings.
- (d) Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, ECSL will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:
- (i) to be indemnified by an Obligor;
 - (ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents; and/or
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

2. The principal terms on which the financial assistance pursuant to the Debenture and the Debenture Accession will be given are as follows:

- (a) ECSL, as principal and not merely as surety, covenants in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) ECSL as continuing security charges and agrees to charge all the present and future right, title and interest of ECSL in and to the following assets which are at any time owned by ECSL, or in which ECSL from time to time has an interest:
 - (i) by way of first legal mortgage the Property scheduled in the Debenture Accession
 - (ii) by way of first fixed charge:
 - (A) all other Property and all interests in Property (not charged in terms of Paragraph 2(b)(i)) and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (B) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
 - (C) all computers, vehicles, office equipment and other equipment; and

- (D) the benefit of all contracts, licences and warranties relating to the same,
 - (E) all shares and other securities owned by ECSL and any rights and interests which ECSL may have at any time in relation to them.
 - (F) such specially designated account(s) of ECSL with the Security Trustee as the Security Trustee may from time to time reasonably direct; or such other account(s) with such other bank as the Security Trustee may from time to time reasonably direct (such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) and all monies at any time standing to the credit of any of these accounts; and
 - (G) all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of ECSL in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of ECSL and the benefit of all applications and rights to use such assets.
 - (H) to the extent that any of the assets assigned in terms of Paragraph 2(c) are not effectively assigned in terms of that Paragraph , by way of first fixed charge those assets;
 - (I) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of ECSL or the use of any of its assets
 - (J) any letter of credit issued in favour of ECSL and all bills of exchange and other negotiable instruments held by it; and
 - (K) all of the goodwill and uncalled capital of ECSL.
- (c) ECSL assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:
- (i) each of the agreements scheduled to the Debenture Accession together with each other agreement supplementing or amending or novating or replacing the same and all rights and remedies in connection with these agreements and all proceeds and claims arising therefrom;

- (ii) all policies of insurance (and all cover notes) which are at any time held by or written in favour of ECSL, or in which ECSL from time to time has an interest, all claims under these policies of insurances and all proceeds of these policies of insurance; and
 - (iii) such specially designated account(s) of ECSL with the Security Trustee as the Security Trustee may from time to time reasonably direct; or such other account(s) with such other bank as the Security Trustee may from time to time reasonably direct (such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) and all monies at any time standing to the credit of any of these accounts; and
 - (iv) means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, ECSL (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with: the benefit of all rights, guarantees, security interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights) and all proceeds of any of the foregoing.
- (d) ECSL charges and agrees to charge by way of first floating charge all of its present and future: assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned in terms of Paragraphs 2(b) and (c) above.
 - (e) ECSL shall by way of security, deliver to the Security Trustee all certificates and other documents of title or evidence of ownership relating to the shares owned by ECSL.
 - (f) ECSL shall, at its own reasonable expense, promptly take whatever action the Security Trustee or a Receiver may reasonably require for creating, perfecting or protecting the security interests intended to be created by the Debenture and facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may properly think expedient.
3. The principal terms on which the financial assistance pursuant to the IGL will be given are as follows:

ECSL (along with others) has granted to Inspicio Environmental Services Group Limited loan facilities of up to £22,000,000 to enable Inspicio Environmental Services Group Limited to pay any amounts due to the Lender. These loan facilities will be repayable on 31 March 2011 and will

attract interest at a rate of 1 per cent per annum above the base rate of HSBC Bank plc or such other rate as may be agreed from time to time between the parties to the IGL.

4. The principal terms on which the financial assistance pursuant to the Security Trust Accession Deed will be given are as follows:

ECSL is acceding to a Security Trust Deed to acknowledge that the security it grants under the Debenture will be held by the Security Trustee on trust for the Secured Parties.

Part III

Nil at today's date but subject to (1) any amounts (up to a maximum of £22,000,000 to be transferred under the IGL and (2) any payment of interest, fees, costs and expenses required to be made under the Banking Documents.

Part IV

Definitions

"Borrower" has the meaning given to that term in the Facilities Agreement

"Finance Document" means the Facilities Agreement and all other documents listed in the definition of **"Finance Documents"** in the Facilities Agreement

"Finance Party" has the meaning given to that term in the Facilities Agreement.

"Group" means the Parent and its Subsidiaries from time to time (each a **"Group Company"**).

"Obligor" has the meaning given to that term in the Facilities Agreement

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) belonging to ECSL, or in which ECSL has an interest at any time together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, all easements, rights and agreements in respect thereof, all proceeds of sale of that property and the benefit of all covenants given in respect thereof;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture.

"Secured Obligations" means all present and future indebtedness obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone whether as principal or surety or in any other capacity whatsoever) of any Group Company to any Secured Party under or pursuant to any Finance Document to which any Group Company is a party whether or not that Secured Party shall have been an original party to the relevant transaction (including all liabilities from time to time assumed or incurred by any Obligor in connection with any Finance Document), provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, this Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;

"Secured Parties" means together each of the Finance Parties which is a party to or has entered into a deed of accession as a Secured Party to the Security Trust Deed (each a **"Secured Party"**);

"Security Trust Deed" means the deed entered into on or about the date of the Facilities Agreement between, amongst others the Parent and the Security Trustee

"Security Trustee" means HSBC Bank Plc.

"Subsidiary" means:

- (a) a subsidiary as defined in section 736 of the Companies Act 1985 ; and
- (b) a subsidiary undertaking as defined in section 258 and schedule 10A of the Companies Act 1985 .

RSM Robson Rhodes

The Board of Directors
Environmental Services Group Limited
White Lion Court
Swan Street
Isleworth
Middlesex
TW7 6RN

RSM Robson Rhodes LLP
30 Finsbury Square, London EC2P 2YU
United Kingdom
T: +44 (0)20 7184 4300 F: +44 (0)20 7184 4301
www.rsmi.co.uk

27 April 2006

Dear Sirs

Auditors' report to the Directors of Environmental Services Group Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the Directors of Environmental Services Group Limited ('the Company') dated 27 April 2006 in connection with the proposal that the Company should give financial assistance for the purchase of 323 ordinary shares of £1.00 each being the entire issued share capital of the Company.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the Directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

RSM Robson Rhodes LLP

RSM Robson Rhodes LLP

Chartered Accountants and Registered Auditors

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