

G

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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

2206141

Note Please read the notes on page 3 before completing this form.

Name of company

* CAIRD ENVIRONMENTAL LIMITED (the "Company")

* insert full name of company

*/We please see attached list

† insert name(s) and address(es) of all the directors

† delete as appropriate

~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 9 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~company~~ [company's holding company Caird Group

Limited]†

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 16,748,848 ordinary shares of 25 pence each

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

Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London
EC2A 2HA
639 London / City
NXH/670S00002/2071085.01

For official Use
General Section



LDS
COMPANIES HOUSE

0954
05/04/01

The assistance is to be given to: (note 2) Shanks Group plc whose registered office is
at Astor House, Station Road, Bourne End, Bucks SL8 5YP

Please do not
write in this
margin

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

The assistance will take the form of:

Please see attachment 1.

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

† delete as
appropriate

Shanks Group plc whose registered office is at Astor House, Station Road,
Bourne End, Bucks SL8 5YP

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

Please see attachment 2.

The amount of cash to be transferred to the person assisted is £ NIL

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 of the date hereof

Please do not write in this margin

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

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

~~*/~~We have formed the opinion, as regards the 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)

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

(b) ~~(It is intended to commence the winding-up of the company within 12 months of that date, and ~~*/~~we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.)~~* (note 3)

And ~~*/~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835, *but for the avoidance of doubt this declaration was not declared by Messrs Colin Andrew Parman and Andrew Mark Pagan*

Declared at ASTOR HOUSE, STATION ROAD,
BOURNE END, BUCKS

Declarants to sign below

Day Month Year
on

29	03	2001
----	----	------

before me *[Signature]*
Solicitor
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

[Handwritten signatures of Colin Andrew Parman, Andrew Mark Pagan, and others]

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
37 Castle Terrace
Edinburgh
EH1 2EB

*This is the list
referred to
Maya.*

CAIRD ENVIRONMENTAL LIMITED

Company No. 2206141

List of Directors

Michael Charles Edward Averill
Fir Tree House
61 Chilton Road
Long Crendon
Aylesbury
Buckinghamshire HP18 9BZ

David John Downes
Holdenbrook
New Barn Lane
Ockley
Surrey RH5 5PF

James Robert Meredith
5 Prestwick Road
Biddenham Hamlet
Bedford
Bedfordshire MK40 4FH

Michael James Clarke
Derwen House
Kibblestone Road
Oulton
Stone
Staffordshire ST15 8UW

David Lusher
12 Dunes Avenue
Blackpool FY4 1PX

together with:

Andrew Mark Ryan
24 Clarendon Street
Bedford
Bedfordshire MK41 7SJ

Colin Andrew Brown
The Beeches
George Road
Milford on Sea
Lymington
Hampshire SO41 0RS

*This is attachment
referred to
Maya*

CAIRD ENVIRONMENTAL LIMITED
Company Number 2206141
Attachment 1 to Form 155(6)a

- 1.1 **Guarantees:** guarantees and indemnities to be granted by the Company to the persons (the "**Financiers**") purchasing loan notes to be issued by Shanks Group plc (or any of its subsidiaries approved to do so) up to a maximum of US\$145,000,000 under a multi-currency loan note facility and guarantee agreement (the "**Agreement**") recording the terms of such guarantees and indemnities in a subsidiary guarantee exhibited to the Agreement (the "**Guarantee**").
- 1.2 **Upstream loan facility:** an intra-group loan facility to be granted by, amongst others, the Company in favour of Shanks Group plc pursuant to a facility agreement dated the date of this Form 155(6)a (the "**Facility Agreement**").

*This is attachment 2
referred to.*

Mays

CAIRD ENVIRONMENTAL LIMITED
Company Number 2206141
Attachment 2 to Form 155(6)a

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

- 1.1 By executing the Guarantee, the Company irrevocably, unconditionally, jointly and severally:-
- (a) as principal obligor guarantees payment of monies owing by each issuer to the Financiers under the Agreement;
 - (b) undertakes to pay the Financiers on demand any amount not paid when due to any of them as a result of (amongst other things) any obligation owed to them under the Agreement as if it were expressed to be the principal obligor;
 - (c) indemnifies the Financiers against any loss or liability suffered by any of them if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
 - (d) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations;
 - (e) agrees that if it is required by law to withhold or deduct any amount payable to the Financiers on account of tax, it shall pay the Financiers an additional amount which is necessary in order that the amount which the Financiers receive after such withholding or deduction shall be equal to an amount as if such withholding or deduction was not required.
- 1.2 **Upstream loan:** By executing the Facility Agreement, the Company will, jointly and severally with Caird Group Limited, make available to Shanks Group plc a revolving loan facility of up to £50,000,000 in aggregate to be used by Shanks Group plc to make payments when due to (among others) the Financiers but on the basis that the Company will only be obliged to make advances under the Facility Agreement if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.
- 1.3 **Amendments:** The Company's obligations as described above continue in relation to the Agreement as they may be amended, modified, varied or restated from time to time.



COMPANIES FORM No. 155(6)a
Declaration in relation to
assistance for the acquisition
of shares

155(6)a

CHFP025

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Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
 (Address overleaf - Note 5)

For official use

Company number

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

2206141

Note
 Please read the notes on page 3 before completing this form.

Name of company

* CAIRD ENVIRONMENTAL LIMITED (the "Company")

* insert full name of company

*We * please see attached list

insert name(s) and address(es) of all the directors

† delete as appropriate

~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that

RET AMR

The business of the company is:

‡ delete whichever is inappropriate

~~that of a recognised bank (licensed institution) or of the carrying on of the Banking Act 1987~~

RET AMR

~~that of a person authorised under section 3 of the Insurance Companies Act 1982 to carry on~~

~~insurance business in the United Kingdom~~

(c) something other than the above‡

The company is proposing to give financial assistance in connection with the acquisition of shares in the

RET AMR

~~company~~ [company's holding company CaIRD Group

Limited]†

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the

RET AMR

purpose of that acquisition]†

The number and class of the shares acquired or to be acquired is: 16,748,848 ordinary

shares of 25 pence each

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

Ashurst Morris Crisp
 Broadwalk House
 5 Appold Street
 London
 EC2A 2HA
 639 London / City
 NXH/670S00002/2071085.01

For official Use

General Section

Post room

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at Astor House, Station Road, Bourne End, Bucks SL8 5YP

Please do not
write in this
margin

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

The assistance will take the form of:

Please see attachment 1.

MS AMR

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

† delete as
appropriate

Shanks Group plc whose registered office is at Astor House, Station Road,
Bourne End, Bucks SL8 5YP

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

Please see attachment 2.

The amount of cash to be transferred to the person assisted is £ NIL

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 of the date hereof

Page 2

Please do not write in this margin

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

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

*We have formed the opinion, as regards the 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)

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

(b) ~~[Not intended to commence the winding-up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up]~~* (note 3) 101 AMR

And 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 A. M. Ryan ^{AMR}
Pontypool, Torfaen

Declarants to sign below

A. M. Ryan

on

Day	Month	Year
29	03	2011

before me K. L. Tuck

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

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CF14 3UZ

or, for companies registered in Scotland:-

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37 Castle Terrace
Edinburgh
EH1 2EB

CAIRD ENVIRONMENTAL LIMITED

Company No. 2206141

List of Directors

Andrew Mark Ryan
24 Clarendon Street
Bedford
Bedfordshire MK41 7SJ

together with

Michael Charles Edward Averill
Fir Tree House
61 Chilton Road
Long Crendon
Aylesbury
Buckinghamshire HP18 9BZ

David John Downes
Holdenbrook
New Barn Lane
Ockley
Surrey RH5 5PF

Colin Andrew Brown
The Beeches
George Road
Milford on Sea
Lymington
Hampshire SO41 0RS

James Robert Meredith
5 Prestwick Road
Biddenham Hamlet
Bedford
Bedfordshire MK40 4FH

Michael James Clarke
Derwen House
Kibblestone Road
Oulton
Stone
Staffordshire ST15 8UW

David Lusher
12 Dunes Avenue
Blackpool FY4 1PX

NXH2135199.01

CAIRD ENVIRONMENTAL LIMITED

Company Number 2206141

Attachment 1 to Form 155(6)a

- 1.1 **Guarantees:** guarantees and indemnities to be granted by the Company to the persons (the "Financiers") purchasing loan notes to be issued by Shanks Group plc (or any of its subsidiaries approved to do so) up to a maximum of US\$145,000,000 under a multi-currency loan note facility and guarantee agreement (the "Agreement") recording the terms of such guarantees and indemnities in a subsidiary guarantee exhibited to the Agreement (the "Guarantee").
- 1.2 **Upstream loan facility:** an intra-group loan facility to be granted by, amongst others, the Company in favour of Shanks Group plc pursuant to a facility agreement dated the date of this Form 155(6)a (the "Facility Agreement").

- 1 -

NXH2071166.01

28-MAR-01 17:45

Ashurst Morris Crisp

P.06

CAIRD ENVIRONMENTAL LIMITED
Company Number 2206141
Attachment 2 to Form 155(6)a

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

- 1.1 By executing the Guarantee, the Company irrevocably, unconditionally, jointly and severally:-
- (a) as principal obligor guarantees payment of monies owing by each issuer to the Financiers under the Agreement;
 - (b) undertakes to pay the Financiers on demand any amount not paid when due to any of them as a result of (amongst other things) any obligation owed to them under the Agreement as if it were expressed to be the principal obligor;
 - (c) indemnifies the Financiers against any loss or liability suffered by any of them if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
 - (d) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations;
 - (e) agrees that if it is required by law to withhold or deduct any amount payable to the Financiers on account of tax, it shall pay the Financiers an additional amount which is necessary in order that the amount which the Financiers receive after such withholding or deduction shall be equal to an amount as if such withholding or deduction was not required.
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* insert full name of company

*/We * please see attached list

insert name(s) and address(es) of all the directors

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~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1979;†~~

~~(b) that of a person authorised under section 8 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom;†~~

(c) something other than the above§

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~~company~~ [company's holding company CaIRD Group

Limited]†

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].†

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

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

- (a) ~~*/~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)* (note 3)
- (b) ~~It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.*~~ (note 3)

And ~~*/~~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 SHANES MINWORTH TREATMENT PLANT, PROFILES HOUSE, FORGE LANE, MINWORTH, SUTTON COLDFIELD

Declarants to sign below

Day Month Year

on

29	03	2001
----	----	------

before me Chris O'Gwoll

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

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 CF14 3UZ
 or, for companies registered in Scotland:-
 The Registrar of Companies
 37 Castle Terrace
 Edinburgh
 EH1 2EB

CAIRD ENVIRONMENTAL LIMITED**Company No. 2206141****List of Directors**

Colin Andrew Brown
The Beeches
George Road
Milford on Sea
Lymington
Hampshire SO41 0RS

together with

Michael Charles Edward Averill
Fir Tree House
61 Chilton Road
Long Crendon
Aylesbury
Buckinghamshire HP18 9BZ

David John Downes
Holdenbrook
New Barn Lane
Ockley
Surrey RH5 5PF

James Robert Meredith
5 Prestwick Road
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Bedford
Bedfordshire MK40 4FH

Michael James Clarke
Derwen House
Kibblestone Road
Oulton
Stone
Staffordshire ST15 8UW

David Lusher
12 Duncs Avenue
Blackpool FY4 1PX

Andrew Mark Ryan
24 Clarendon Street
Bedford
Bedfordshire MK41 7SJ

CAIRD ENVIRONMENTAL LIMITED
Company Number 2206141
Attachment 1 to Form 155(6)a

- 1.1 **Guarantees:** guarantees and indemnities to be granted by the Company to the persons (the "**Financiers**") purchasing loan notes to be issued by Shanks Group plc (or any of its subsidiaries approved to do so) up to a maximum of US\$145,000,000 under a multi-currency loan note facility and guarantee agreement (the "**Agreement**") recording the terms of such guarantees and indemnities in a subsidiary guarantee exhibited to the Agreement (the "**Guarantee**").

- 1.2 **Upstream loan facility:** an intra-group loan facility to be granted by, amongst others, the Company in favour of Shanks Group plc pursuant to a facility agreement dated the date of this Form 155(6)a (the "**Facility Agreement**").

CAIRD ENVIRONMENTAL LIMITED
Company Number 2206141
Attachment 2 to Form 155(6)a

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PricewaterhouseCoopers

1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7583 5000
+44 (0) 20 7939 3000
Facsimile +44 (0) 20 7822 4652

The Directors
Caird Environmental Limited
Dunedin House
Auckland Park
Mount Farm
Milton Keynes
MK1 1BU

29 March 2001

Dear Sirs

Auditors' report to the directors of Caird Environmental Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Caird Environmental Limited ('the Company') dated 29 March 2001 in connection with the proposal that the Company should give financial assistance for reducing or discharging a liability incurred in connection with the purchase of 16,748,848 of the ordinary shares of the Company's holding company, Caird Group Limited.

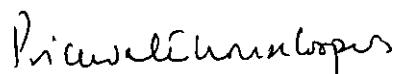
Basis of opinion

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



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors