

The assistance is to be given to: (note 2) BABCOCK INTERNATIONAL GROUP PLC (CRN: 02342138)
("BIG plc")

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 APPENDIX 2.

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

† delete as
appropriate

BIG plc

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

PLEASE SEE APPENDIX 3.

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

Appendix 1 to Form 155(6)a

Names and Addresses of all directors of Alstec Limited (number 03975999)

Albert Norman Dungate	15 Priory Gardens Old Basing Basingstoke Hants RG24 7DS
Kevin Richard Thomas	Barleymow Cottage 37 Mill Street Kingston-upon-Thames Surrey KT1 2RG
Archibald Anderson Bethel	50 Avondale Avenue East Kilbride Glasgow G74 1NS
Iain Stewart Urquhart	22 Wallace Place Bishopbriggs Glasgow G64 1GD
Martin Dennis Austick	59 Chestnut Drive Stretton Hall Great Glen Leicester LE2 4QX

Appendix 2 to Form 155(6)a

**The form of the financial assistance to be given
by Alstec Limited (number 03975999)**

The entering into by the Company of the documents listed and described below (or of documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with reducing or discharging liabilities incurred with respect to the acquisition of the whole of the issued share capital of the Company's direct parent, Alstec Group Limited ("**AGL**"), from AGL's former shareholders: (i) Barrington House Nominees Limited (as nominee for The South Place Eagle Star Partnership 2000); (ii) Barrington House Nominees Limited (as nominee for The South Place Gresham Partnership 2000); (iii) Mervyn Miller; (iv) Alstec Group Trustee Limited; (v) Pierre Marol; (vi) Société Civile de L'Almandy; (vii) Stuart Doughty; (viii) Philip Green; (ix) Peter Drew; (x) Martin Austick; (xi) Gary Wesley; and (xii) Martin Melling, (together, the "**Seller**") by Babcock International Group plc ("**BIG**") pursuant to a Sale and Purchase Agreement dated 09 May 2006 and made between the Seller and BIG (the "**Acquisition**"):

1. a deed of accession (the "**RBS Accession Deed**") to be entered into by BIG and the Company (as the proposed guarantor) in favour of The Royal Bank of Scotland PLC ("**RBS**") (as facility agent) pursuant to which the Company will become a party to a £140,000,000 multi-currency revolving credit facility (the "**RBS Facility**") agreement (and incorporated guarantee (the "**RBS Guarantee**")) dated 22 March 2004 made between (1) BIG (as borrower) (2) certain subsidiaries of BIG (as guarantors) (3) RBS, Barclays Capital and The Governor and Company of the Bank of Scotland ("**BoS**") (4) HSBC Bank plc, RBS and Allied Irish Bank plc (5) Danske Bank A/S and (6) RBS (as facility agent) (as amended and restated pursuant to the terms of an amendment and restatement agreement dated 20 July 1995 made between BIG (and others) and RBS (as facility agent) (the "**RBS Facility Agreement**") as an Additional Guarantor (as defined therein), guaranteeing all monies, liabilities and payment obligations of BIG under the Finance Documents (as defined therein, but which includes the RBS Facility Agreement) jointly and severally with each other Guarantor (as defined therein) and Additional Guarantor from time to time;
2. an accession agreement (the "**BoS Accession Agreement**") to be made between (among others) (1) BoS and (2) the Company to which the Company will become a party to a £20,000,000 working capital and ancillary facilities (the "**BoS Facility**") agreement dated 31 July 2004 made between (1) Peterhouse Group PLC (2) the companies listed in Schedule 3 thereto (being other group companies) and (3) BoS (the "**BoS Facility Agreement**") as a Borrower, (as defined therein); and
3. a deed of accession (the "**BoS Accession Deed**") to be made between (1) BoS and (2) the Company, pursuant to which the Company will become a party to an unlimited composite cross-guarantee dated 28 September 2004 made between (1) the Original Guarantors (as defined therein, and being other group companies) (2) BIG and (3) BoS (the "**BoS Guarantee**") as a Guarantor (as defined therein).

Appendix 3 to Form 155(6)a

Principal terms on which financial assistance will be given by Alstec Limited (number 03975999)

Defined terms in this Appendix 3 take the same meaning as those defined in Appendix 2.

1. By executing the RBS Accession Deed and thereby becoming a party to the RBS Guarantee as if it was an original party thereto, the Company will:
 - 1.1 guarantee as principal obligor and not merely as surety the prompt performance by each relevant obligor of all obligations to RBS including under the RBS Facility Agreement and the other finance and security documents referred to therein (which includes the RBS Facility Agreement) (the "**Finance Documents**") and the payment of all sums payable under or in connection with the Finance Documents as and when the same shall become due (including sums due from BIG to RBS in connection with the Acquisition);
 - 1.2 undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Finance Documents pay such sum, as if it was expressed to be the primary obligor, together with interest payable thereon;
 - 1.3 give an indemnity to RBS against any loss or liability suffered by it under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal; and
 - 1.4 make certain representations and give certain warranties;
2. By executing the BoS Accession Agreement and thereby becoming a party to the BoS Facility Agreement as if it was an original party thereto, the Company will become an additional borrower of the BoS Facility and will be able to utilise and draw down the BoS Facility for its general working capital requirements whilst also enabling the netting off of inter-company balances; and
3. By executing the BoS Accession Deed and thereby becoming a party to the BoS Guarantee as if it was an original party thereto, the Company will:
 - 3.1 guarantee as principal obligor and not merely as surety the prompt performance by each relevant obligor of all obligations to BoS including under the BoS Facility Agreement and the other finance and security documents referred to therein (which includes the BoS Facility Agreement) (the "**BoS Finance Documents**") and the payment of all sums payable under or in connection with the BoS Finance Documents as and when the same shall become due (including sums due from the Buyer to BoS in connection with the Acquisition);
 - 3.2 undertake that it will on demand upon a default in the payment of any sum due under or in connection with the BoS Finance Documents pay such sum, as if it was expressed to be the primary obligor, together with interest payable thereon;
 - 3.3 give an indemnity to BoS against any loss or liability suffered by it under the BoS Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal; and
 - 3.4 enable the netting off of inter-company balances.

The Directors
Alstec Limited
Cambridge Road
Whetstone
Leicester
LE8 6LH

11 July 2006

Dear Sirs

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

We have examined the attached statutory declaration (the "Statutory Declaration") dated 11 July 2006 with respect to the proposal that the Company should give financial assistance in connection with reducing or discharging liabilities incurred in relation to the purchase by Babcock International Group plc of 170,146 A ordinary shares of £0.10 each and 370,000 B ordinary shares of £0.10 each of the Company's holding company, Alstec Group Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

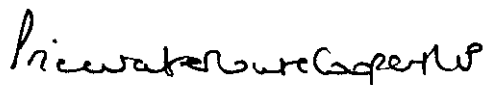
Basis of opinion

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 Statutory 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 LLP
Chartered Accountants and Registered Auditors
London