

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to the action you should take regarding the Offer, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the FSMA if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If you have sold or otherwise transferred all of your Southbank Shares, please immediately forward this document, together with the accompanying documents, to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for onward delivery to the purchaser or transferee. However, this document and the accompanying documents should not be forwarded or transmitted in or into any Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the relevant laws of such jurisdiction.

Application will be made to the London Stock Exchange for the Enlarged Share Capital to be admitted to trading on AIM. This document should be read in conjunction with the accompanying Admission Document and (if you hold Southbank Shares in certificated form) the Form of Acceptance. If you are a CREST sponsored member you should refer to your CREST sponsor, as only your CREST sponsor will be able to send the necessary TTE instruction to CREST.

Recommended Offer by
Nviro Cleantech plc

for the whole of the issued and to be issued share capital of

Southbank UK plc

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Akur, is acting exclusively as financial adviser to Southbank and to no one else in connection with the matters described in this document. Persons receiving this document should note that Akur will not be responsible to anyone other than Southbank for providing the protections afforded to customers of Akur nor for providing advice in relation to the Offer or any other matter referred to herein.

The procedure for acceptance of the Offer is set out in paragraph 13 on page 21 and Part C of Appendix I of this document and in the accompanying Form of Acceptance (in respect of certificated Southbank Shares). To accept the Offer in respect of certificated Southbank Shares, the Form of Acceptance must be completed, signed, witnessed (in the case of an individual) and returned together with your definitive share certificate(s) and/or other documents of title as soon as possible and, in any event, so as to be received by post or (during normal business hours only) by hand, to Share Registrars Limited, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL by no later than 1.00 p.m. on 18 January 2010. A reply-paid envelope for use within the UK accompanies this document for your convenience. Acceptance of the Offer in respect of uncertificated Southbank Shares must be made electronically through CREST so that the TTE instruction settles not later than 1.00 p.m. on 18 January 2010 by following the procedure set out in paragraph 13 on page 22 and Part D of Appendix I of this document. Copies of this document, the Admission Document and the Form of Acceptance are available, free of charge, from the offices of McFaddens LLP, City Tower, 40 Basinghall Street, London EC2V 5DE.

DEALING DISCLOSURE REQUIREMENTS

Under the provisions of Rule 8.3 of the Code, if any person is, or becomes, “interested” (directly or indirectly) in 1 per cent. or more of any class of “relevant securities” of Nviro or of Southbank, all “dealings” in any “relevant securities” of that company (including by means of an option in respect of, or a derivative referenced to, any such “relevant securities”) must be publicly disclosed by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant transaction. This requirement will continue until the date on which the offer becomes, or is declared, unconditional as to acceptances, lapses or is otherwise withdrawn or on which the “offer period” otherwise ends. If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire an “interest” in “relevant securities” of Nviro or Southbank, they will be deemed to be a single person for the purpose of Rule 8.3.

Under the provisions of Rule 8.1 of the Code, all “dealings” in “relevant securities” of Nviro or of Southbank by Nviro or Southbank, or by any of their respective “associates”, must be disclosed by no later than 12.00 noon (London time) on the Business Day following the date of the relevant transaction.

A disclosure table, giving details of the companies in whose “relevant securities” “dealings” should be disclosed, and the number of such securities in issue, can be found on the Takeover Panel’s website at www.thetakeoverpanel.org.uk.

“Interests in securities” arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an “interest” by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

Terms in quotation marks are defined in the Code, which can also be found on the Panel’s website. If you are in any doubt as to whether or not you are required to disclose a “dealing” under Rule 8, you should consult the Panel.

OVERSEAS SHAREHOLDERS

The Offer is not being made, directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facility of a national securities exchange of, the Restricted Jurisdictions and the Offer will not be capable of acceptance by any such use, means, instrumentality or facilities from or within the Restricted Jurisdictions.

Copies of this document and any related documents are not being, and must not be, in whole or in part, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from a Restricted Jurisdiction and persons receiving this document and any related documents (including, without limitation, custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them, in whole or in part, in or into or from a Restricted Jurisdiction or other such jurisdiction where to do so would constitute a violation of the relevant laws of such jurisdiction. The availability of the Offer to persons who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

The Consideration Shares have not been, nor will they be, registered under the US Securities Act or any of the relevant securities laws of any state of the United States or of Canada, Australia, South Africa or Japan. Accordingly the Consideration Shares may not (unless an exemption under relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the Restricted Jurisdictions or for the account or benefit of any person located in a Restricted Jurisdiction or any US Person. All persons (including, without limitation, nominees, trustees and custodians) who would, or otherwise intend to, forward this document or the accompanying documents to any jurisdiction outside the United Kingdom should read the further details in this regard which are contained in paragraph 7 of Part B of Appendix I, paragraph (b) of Part C of Appendix I and paragraph (b) of Part D of Appendix I of this document before taking any action.

ACTION TO BE TAKEN

1. If you hold any of your Southbank Shares in certificated form (that is, NOT in CREST), to accept the Offer in respect of those Southbank Shares you should complete, sign and return the Form of Acceptance with your share certificate(s) by post or (during normal business hours only) by hand as soon as possible and, in any event, so as to be received by Share Registrars Limited, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL no later than 1.00 p.m. on 18 January 2010.

Further details of the procedures for the acceptance of the Offer if you hold any of your Southbank Shares in certificated form are set out in paragraph 13 of Part II and in Part C of Appendix I of this document and in the accompanying Form of Acceptance. A reply-paid envelope for use in the United Kingdom is enclosed for your convenience and may be used to return the Form of Acceptance with the certificates for your Southbank Shares.

2. If you hold any of your Southbank Shares in uncertificated form (that is, in CREST), to accept the Offer in respect of those Southbank Shares you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles as soon as possible and, in any event, no later than 1.00 p.m. on 18 January 2010.

Further details of the procedures for the acceptance of the Offer if you hold any of your Southbank Shares in uncertificated form are set out in paragraph 13 of Part II and in Part D of Appendix I of this document. If you hold your Southbank Shares as a CREST sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE Instruction through CREST.

3. Acceptances of the Offer must be received by 1.00 p.m. on 18 January 2010.

You are advised to read this document and the accompanying Admission Document carefully. If you have any questions relating to this document or the completion and return of the Form of Acceptance, please call Share Registrars on 01252 821390 (or from outside the United Kingdom on +44 1252 821390) between 9.00 a.m. and 5.00 p.m. Monday to Friday (excluding UK public holidays). Please note that for legal reasons, Share Registrars will only be able to provide you with information contained in this document and will be unable to give advice on the merits of the Offer or to provide legal, financial or taxation advice on the contents of this document.

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EXPECTED TIMETABLE

Offer announced	23 December 2009
Offer Document posted	23 December 2009
Extraordinary General Meeting of Nviro	15 January 2010
First closing date	18 January 2010
CREST accounts credited with Consideration Shares and Placing Shares*	18 January 2010
Certificates for Consideration Shares dispatched*	week commencing 25 January 2010

* Subject to the Offer becoming or being declared unconditional on the first closing date.

DEFINITIONS

In this document, unless the context requires otherwise, the following expressions shall have the following meanings:

“2006 Act”	the Companies Act 2006 (as amended);
“Acquisition”	the proposed acquisition of all of the issued and to be issued share capital of Southbank by Nviro pursuant to the Offer;
“Admission”	the admission of the Enlarged Share Capital to trading on AIM becoming effective in accordance with the AIM Rules for Companies;
“Admission Document”	the document comprising an AIM admission document and a document equivalent to a prospectus under paragraph 1.2.2 (2) of the Prospectus Rules relating to Nviro which accompanies this document;
“AIM”	the AIM market operated by the London Stock Exchange;
“AIM Rules for Companies”	the rules of the London Stock Exchange governing the admission of securities to trading on and the regulation and operation of AIM;
“Akur”	Akur Partners LLP, Rule 3 adviser to Southbank;
“Business Day”	a day on which the London Stock Exchange is open for the transaction of business;
“certificated” or “in certificated form”	a share or security which is not in uncertificated form;
“CISX”	the Channel Islands Stock Exchange;
“City Code” or “Code”	the City Code on Takeovers and Mergers;
“Clean Fuel”	a new generation of energy processes that reduce air emissions and other pollutants from fuels and in particular coal
“Clean Technology”	technologies developed by biological, computational, and physical scientists and engineers that enable better use of natural resources and significantly reduce ecological impact and which are intended to be developed, tested, presented for marketing authorisation and ultimately sold as a clean technology;
“Company” or “Nviro”	Nviro Cleantech plc;
“Consideration Shares”	the 13,218,225 New Ordinary Shares (assuming full acceptance of the Offer) to be issued by the Company as consideration pursuant to the Offer;
“CREST”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the operator in accordance with which securities may be held and transferred in uncertificated form;
“CREST member”	a person who has been admitted by Euroclear as a system member (as defined in the CREST Regulations);
“CREST participant”	a person who is, in relation to CREST, a system participant (as defined in the CREST Regulations);
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No.3755);
“CREST sponsor”	a CREST participant admitted to CREST as a CREST sponsor;
“CREST sponsored member”	a CREST member admitted to CREST as a sponsored member;
“Daily Official List”	the Daily Official List of the London Stock Exchange;

“Electronic Acceptance”	the inputting and settling of a TTE instruction which constitutes or is deemed to constitute an acceptance of the Offer on the terms set out in this document;
“Enlarged Group”	the Nviro Group following completion of the Acquisition;
“Enlarged Share Capital”	the entire issued share capital of the Company following the issue of the Consideration Shares and the Placing Shares;
“ESA instruction”	an Escrow Account Adjustment Input (AESN), transaction type;
“ESA”	(as described in the CREST manual issued by Euroclear);
“Escrow Agent”	Share Registrars in its capacity as escrow agent (as described in the CREST manual issued by Euroclear);
“Euroclear”	Euroclear UK & Ireland Limited;
“Existing Ordinary Shares”	the 66,093,190 ordinary shares of 0.1p each in the capital of the Company in issue as at the date of this document;
“Fairfax”	Fairfax I.S. PLC, financial adviser to Nviro;
“Form of Acceptance”	the form of acceptance relating to the Offer accompanying this document, which may only be completed by holders of Southbank Shares in certificated form;
“FSA”	the Financial Services Authority;
“FSMA”	the Financial Services and Markets Act 2000, as amended from time to time;
“Grant Thornton”	Grant Thornton Corporate Finance Limited, a division of Grant Thornton UK LLP, financial adviser to Nviro;
“Hayward Tyler”	Hayward Tyler Group Limited and its subsidiaries;
“In-licence”	industry term for licensing IPR of certain technologies from third parties and the terms “In-licensed” and “In-licensing” shall be construed accordingly;
“IPR”	intellectual property rights;
“Littlejohn”	Littlejohn LLP, Rule 3 adviser to Nviro;
“London Stock Exchange”	London Stock Exchange PLC;
“Manufacturing Division”	the division that comprises the original manufacturing business of Hayward Tyler;
“member account ID”	the identification code or number attached to any member account in CREST;
“New Ordinary Shares”	the ordinary shares of 1p each in the capital of the Company resulting from the Share Capital Consolidation;
“Nviro Directors” or “Nviro Board”	the directors of Nviro, whose names are set out in paragraph 2 of Appendix II of this document;
“Nviro Group”	Nviro and its subsidiaries and/or (where the context requires) any one or more of them;
“Nviro Shareholder” or “Shareholder”	a holder of Existing Ordinary Shares or, where relevant, New Ordinary Shares;
“Nviro Shares”	Existing Ordinary Shares or, where relevant, New Ordinary Shares;
“Offer”	the recommended offer dated 23 December 2009 by Nviro for the whole of the issued and to be issued share capital of Southbank on the terms and

	subject to the conditions set out in this document including, where the context so requires, any subsequent revision, variation, extension or renewal of such offer;
“Offer Letter”	Offer letter signed by (1) Nviro and (2) Southbank dated 19 November 2009;
“Offer Period”	the period commencing 20 November 2009 (being the date of the announcement of the Rule 2.4 announcement) until whichever of the following shall be the latest: (i) 1.00 p.m. on 18 January 2010; (ii) the date on which the Offer lapses; or (iii) the date on which the Offer becomes or is declared unconditional as to acceptances;
“Out-license”	industry term for licensing IPR of certain technologies and products to third parties and the terms “Out-licensed” and “Out-licensing” shall be construed accordingly;
“Panel” or “Takeover Panel”	The Panel on Takeovers and Mergers;
“participant ID”	the identification code or membership number used in CREST to identify a particular CREST member or other CREST participant;
“Placing”	the conditional placing by Fairfax on behalf of the Company of the Placing Shares at the Placing Price pursuant to the Placing Agreement dated 22 December 2009;
“Placing Agreement”	the conditional agreement dated 22 December 2009 between (1) Nviro (2) the Directors and Proposed Directors (3) Fairfax and (4) Grant Thornton Corporate Finance, relating to the Placing;
“Placing Price”	76 pence per Placing Share;
“Placing Shares”	5,263,200 New Ordinary Shares to be allocated and issued pursuant to the placing;
“Proposals”	the Offer, the Placing, the Share Capital Consolidation and Admission;
“Proposed Directors”	Ewan Lloyd-Baker, Nicholas Flanagan, John May, Nicholas Winks and Christopher Every;
“Prospectus Rules”	the rules made by the FSA pursuant to section 84(1) of FSMA for the purposes of Part VI of FSMA;
“Regulatory Information Service”	any of the services set out in Appendix 3 to the Listing Rules of the UK Listing Authority;
“Restricted Jurisdiction”	the United States, Canada, Australia, the Republic of South Africa or Japan;
“Services Division”	the division of Hayward Tyler that provides services including repair, upgrade, overhaul and spare parts;
“Share Capital Consolidation”	the proposed consolidation of the Company’s share capital resulting in 1 New Ordinary Share for every 10 Existing Ordinary Shares;
“Share Registrars”	Share Registrars Limited;
“Southbank”	Southbank UK plc;
“Southbank Directors” or “Southbank Board”	the directors of Southbank at the date of this document;
“Southbank Group”	Southbank and its subsidiaries and/or (where the context requires) any one or more of them;
“Southbank Optionholders”	Ewan Lloyd-Baker and the Nouveau Trust;

“Southbank Shareholder”	a holder of Southbank Shares;
“Southbank Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of 0.02p each in the capital of Southbank and any further such shares which may be issued or unconditionally allotted and fully paid prior to the time and date on which the Offer closes or by such earlier date and time as Nviro may decide;
“TFE instruction”	a Transfer from Escrow instruction (as defined by the CREST manual issued by Euroclear);
“TTE instruction”	a Transfer to Escrow instruction (as described in the CREST manual issued by Euroclear) in relation to Southbank Shares in uncertificated form meeting the requirements set out in paragraph 11(ii) of the Part II of this document;
“uncertificated” or “in uncertificated form”	recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST, and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
“United States” or “US”	the United States of America, its territories and possessions, any states of the United States and the District of Columbia;
“US person”	a US person as defined in Regulation S under the US Securities Act; and
“US Securities Act”	the US Securities Act of 1933.

PART I

LETTER OF RECOMMENDATION FROM THE CHAIRMAN OF

Southbank UK plc

(Registered in England and Wales No. 5474162)

Directors:

John Joseph May, *Non-executive Chairman*
Ewan Wade Royston Lloyd-Baker, *Chief Executive Officer*
Nicholas Guy Flanagan, *Finance Director*
Nicholas Paul David Winks, *Non-executive Director*

Registered office:

Crown Passage House
19 Crown Passage
St James's
London
SW1Y 6PP

23 December 2009

To Southbank Shareholders and, for information purposes only, to Southbank Optionholders

Dear Southbank Shareholder,

Recommended offer by Nviro Cleantech plc to acquire the entire issued and to be issued share capital of Southbank UK plc.

1. INTRODUCTION

On 20 November 2009, an announcement was made by the Nviro Board setting out the terms of a possible offer for the entire issued and to be issued share capital of Southbank. The Boards of Nviro and Southbank are pleased to announce today that they have now agreed the terms of a recommended offer to be made by Nviro for the entire issued and to be issued share capital of Southbank.

This letter sets out a summary of the terms of the Offer, the background to the Offer and the reasons why the Southbank Directors, who have been so advised by Akur, consider the terms of the Offer to be fair and reasonable and unanimously recommend that you accept the Offer as the Southbank Directors have irrevocably agreed to do in respect of their own beneficial and certain other interests and holdings.

I draw your attention to the letter from Nviro set out in Part II of this document which gives further details about the Offer, as well as to the additional information set out in Appendices I and II to this document. This document should be read in conjunction with the accompanying Admission Document.

2. THE OFFER

The Offer is set out in the letter from Nviro in Part II of this document. The Offer, which is subject to the conditions and further terms set out in Appendix I to this document and in the Form of Acceptance is being made on the following basis (after taking into account of the Share Capital Consolidation as detailed in paragraph 3 of Part II of this document):

For every 7,149 Southbank Shares 100 Consideration Shares

and so in proportion for any number of Southbank Shares held. Fractions of Consideration Shares will not be allotted to Southbank Shareholders. Entitlements to Consideration Shares will be rounded down to the nearest Consideration Share.

At the Placing Price of 76 pence per Nviro Share (post Share Capital Consolidation), the Offer values each Southbank Share at approximately 1.063 pence and the entire issued and to be issued share capital of Southbank at approximately £10.05 million.

Based on the AIM closing price of 5.5 pence per Nviro Share (pre Share Capital Consolidation) on 19 November 2009, being the last business day before the announcement of a possible Offer and commencement of the Offer period, the Offer values each Southbank Share at approximately 0.769 pence.

On this basis the Offer values the entire issued and to be issued share capital of Southbank at approximately £7.27 million.

In view of the size of Southbank in relation to the size of Nviro and the fundamental change to the Company's business, the Acquisition constitutes a reverse takeover under the AIM Rules for Companies. The Acquisition also constitutes a reverse takeover under the City Code.

3. BACKGROUND TO AND REASONS FOR RECOMMENDING THE OFFER

On 20 November 2009 Nviro announced that it had made a proposal to Southbank which may or may not lead to an offer for Southbank. Nviro has now made a firm offer to acquire Southbank, to which the Southbank Directors have given due and careful consideration.

In considering the merits of the Offer, the Southbank Directors have taken into account:

- the implied value of the Offer and relative shareholdings in the Enlarged Group – under the Offer, Southbank Shareholders will hold (in aggregate) approximately 52.68 per cent. (allowing for exercise of the Southbank Options), existing Nviro Shareholders approximately 26.34 per cent. and subscribers to the Placing approximately 20.98 per cent. of the Enlarged Group.
- continuity of management – from Admission, all current directors of Southbank will become directors of the Enlarged Group, including Southbank's Chairman John May, its chief executive Ewan Lloyd-Baker and its Finance Director, Nick Flanagan.
- expectation of greater liquidity for shareholders – the Admission of the Enlarged Group to AIM could provide a more liquid market for current Southbank Shareholders. The Placing and Acquisition also introduces a substantial proportion of institutional shareholder base to the Enlarged Group.
- the net proceeds of the Placing would give the Enlarged Group improved access to working capital in comparison to Southbank's current position, providing a greater opportunity for management to fulfil Hayward Tyler's (Southbank's main operating subsidiary) existing order book.
- the Enlarged Group intends to use £3.0 million of the net proceeds of the Placing to pay down existing Southbank debt, which stood at £14.8 million as at 30 June 2009. The Southbank Directors consider this to be a more appropriate level of gearing, which would have taken some time for Southbank to achieve through its trading activities.

Southbank Shareholders should be aware that Southbank's existing debt facilities of approximately £14.1 million are on demand and its on demand overdraft facilities, which stood at an approximate net overdraft balance of £3.7 million as at 9 December 2009, become repayable in full on 30 April 2010. Conditional on completion of the Acquisition, Placing, Admission and the repayment of debt from the proceeds of the Placing in an amount of £3.0 million, Southbank's Directors have successfully negotiated new committed debt facilities of £11.1 million until 15 January 2012. In the event that the Acquisition, Placing and Admission do not take place Southbank does not at the present time have the financial resources available to meet an obligation to repay the overdraft facilities on 30 April 2010 should that repayment be enforced.

The Southbank Board believes that Southbank's future growth prospects will be enhanced by being part of a larger group with lower levels of balance sheet gearing, enhanced working capital and improved shareholder liquidity. Your board considers that the terms of the Offer are in the best interests of Southbank Shareholders.

4. CURRENT TRADING POSITION OF SOUTHBANK

The directors of Southbank are encouraged by the continuing improvement in the performance of Hayward Tyler, both in terms of revenue growth and operating profit growth. Trading in Hayward Tyler's Manufacturing Division continues to improve in terms of units shipped although there remain issues relating to potential delays in the shipping of some units. These delays have been exacerbated due to tightened credit conditions meaning that working capital management remains a key focus in the business. Debtor levels have reduced slightly with the decrease in the proportion of longer term debtors being a key focus. Creditor levels have increased slightly although are still below historic levels. Stock levels have increased, mainly as a result of the focus of the Manufacturing Division to build up to shipping a number of important units prior to the year end.

Trading in Hayward Tyler's Services Division remains strong with the US operations enjoying significant profitable growth and the order book for the UK operations continuing to hit record levels. The Proposed Directors believe that an appropriate cost structure exists to ensure Hayward Tyler's longer term revenue and profitable growth. The wider macro economic environment, particularly the continued GDP growth of India and China also provide positive indications for the power market. Whilst this market remains competitive in India, due to a large part because of the emphasis placed on open tenders, the Proposed Directors believe that Hayward Tyler is well placed to continue to benefit from the region's growth.

5. EFFECTS OF THE OFFER

Full acceptance of the Offer by holders of existing Southbank Shares will result in the issue of up to 13,218,225 Consideration Shares, representing approximately 52.68 per cent. of the Enlarged Share Capital. The minimum number of Consideration Shares capable of being issued pursuant to the Offer, if the acceptance condition is satisfied, is 9,913,669. In both cases these figures assume no variation to the terms of the Offer, the allotment of the Placing Shares, no further allotment of Southbank Shares and that all outstanding share options have been exercised in respect of Southbank Shares.

Due to the size of Southbank in relation to Nviro, as stated above, the Acquisition constitutes a reverse takeover for the purposes of the AIM Rules for Companies. In addition, the Acquisition also constitutes a reverse takeover for the purposes of the City Code.

6. SOUTHBANK MANAGEMENT AND EMPLOYEES

If the Offer becomes or is declared unconditional, the current board of directors of Nviro have agreed to resign and will be replaced by the current board of Southbank, save for Mr Every who will remain with Nviro in a non-executive capacity.

Southbank values the skills, knowledge and expertise of its existing management and employees. The Proposed Directors intend to focus the resources of the Enlarged Group on the business of Southbank's main operating subsidiary, Hayward Tyler and therefore expects them to play an important part in the further development and growth of the Enlarged Group.

The Proposed Directors will also continue to pursue the opportunities which the Nviro Directors have been developing to license the Vertus technology. However should these licensing discussions not reach a satisfactory conclusion the Proposed Directors intend to cease development of the Vertus technology which would necessarily result in some restructuring of the Enlarged Group's workforce.

The future of the Nviro employees directly involved with the fuels business is linked to ongoing discussions with third parties which the Proposed Directors hope will come to fruition in early 2010. This may result in a transfer of employment to a third party business under standard UK terms. For those remaining employees not linked to the fuels business redundancy has been provided for. The rights, including pension rights, of Nviro and Southbank Group employees will be fully safeguarded.

Southbank Directors' Arrangements

A summary of the existing and revised service contracts and appointment letters of Proposed Directors who are also Southbank Shareholders are set out below. Further information in respect of directors and employees (including Southbank Directors Nicholas Winks and Nick Flanagan) are set out in paragraphs 9 and 10 of Part I and paragraphs 10 and 11 of Part VI of the Admission Document.

John May

John May is engaged by Southbank under a consultancy agreement dated 30 January 2006 as a non-executive director and chairman. His engagement commenced on 30 January 2006. He is currently entitled to fees of £50,000 per annum. His engagement may be terminated by either party giving the other not less than 3 months' notice in writing.

Subject to Admission, John May has agreed to act as chairman and non-executive director pursuant to a letter of appointment with the Company dated 22 December 2009 pursuant to which he will be required to provide up to 48 days service per annum and he will receive a consultancy fee of £55,000 per annum. The appointment is terminable on 6 months' written notice. Mr. May's arrangements provide for no benefits upon termination of his contract.

Ewan Lloyd-Baker

Ewan Lloyd-Baker is employed by Southbank as an executive director and chief executive officer. Aggregate fees of £162,000 are payable by Southbank and Hayward Tyler for his services. Some of these fees are paid to First Merchant Capital Limited (a company of which Ewan Lloyd-Baker is a director who are engaged by Southbank to provide director services). His engagement may be terminated by either party giving the other not less than 1 month's notice in writing.

Subject to Admission, Ewan Lloyd-Baker has agreed to act as the chief executive officer pursuant to a service contract with the Company dated 22 December 2009 pursuant to which he will receive an annual salary of £180,000. Under this agreement he has committed to work at such times and for such periods as are necessary for the efficient discharge of his duties as the needs of the Company dictate. Mr. Lloyd-Baker is not restricted under his service agreement to pursue his other business interests provided that such interests do not compete with those of the Company. The agreement is terminable on 12 months' written notice and provides for no benefits upon such termination of his contract. From termination, he will be subject to certain restrictions for a period of 12 months, including restrictions on competing with the interests of the Company.

In the opinion of Akur the terms of the Proposed Directors' arrangements including the above amendments are fair and reasonable so far as independent Southbank Shareholders are concerned.

Further information in respect of directors and employees are set out in paragraphs 9 and 10 of Part I and paragraphs 10 and 11 of Part VI of the Admission Document.

7. IRREVOCABLE COMMITMENTS

The Offer is conditional, *inter alia*, on Nviro receiving such number of valid acceptances which represent at least 75 per cent. of Southbank's issued and to be issued share capital.

Nviro has received irrevocable undertakings to accept (or procure the acceptance of) the Offer from the directors of Southbank (and those of their immediate families and associated interests) in respect of their aggregate holding of 201,547,824 Southbank Shares representing approximately 21.33 per cent. of Southbank's issued and to be issued share capital and from certain other Southbank Shareholders in respect of an aggregate 178,547,824 Southbank Shares representing 18.89 per cent. of Southbank's issued and to be issued share capital.

This figure includes options over Southbank Shares that the directors and other shareholders have irrevocably committed to exercise prior to acceptance of the Offer and by no later than 18 January 2010, being the first closing date of the Offer.

These irrevocable undertakings will cease to be binding in the event of the Offer lapsing or being withdrawn.

Further details have been set out in paragraph 5 of Appendix II in this document.

8. NON-SOLICITATION AGREEMENT

On 19 November 2009 Nviro and Southbank entered into an Offer Letter which consists of a non-solicitation and exclusivity agreement which will expire on 31 December 2009 (unless agreed otherwise by the boards of Nviro and Southbank) together with clauses relating to break fees and indemnity fees that will survive termination of the exclusivity period.

Further information about the non-solicitation and exclusivity agreement is set out in paragraph 8 to Part II of this document.

9. TAXATION

Your attention is drawn to paragraph 12 of the letter from Nviro in Part II of this document for a summary of certain UK and Isle of Man taxation considerations. If you are in any doubt as to your taxation position, or if you are subject to taxation in any other jurisdiction, you are strongly recommended to consult your independent financial adviser immediately.

10. CANCELLATION OF SOUTHBANK'S CISX LISTING AND COMPULSORY ACQUISITION

Your attention is drawn to paragraph 9 of the letter from Nviro in Part II of this document in relation to the intentions of the boards of Nviro and Southbank regarding the compulsory acquisition of Southbank Shares, delisting and cancellation of trading in Southbank Shares.

Your acceptance of the Offer shall also constitute your acceptance to the cancellation of admission to the CISX of Southbank Shares.

11. ACTION TO BE TAKEN

Your attention is drawn to the letter from Nviro in Part II of this document, to the Form of Acceptance and to Appendices I and II to this document. In particular your attention is drawn to the procedure for accepting the Offer, which is set out in paragraph 13 in Part II of this document.

To accept the Offer:

- If you hold your Southbank Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Offer in respect of those Southbank Shares you should complete, sign and return the Form of Acceptance along with your valid share certificate(s) and/or any other relevant document(s) of title by post or (during normal business hours only) by hand to Share Registrars at Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL as soon as possible and, **in any event, no later than 1.00 p.m. on 18 January 2010.**
- If you hold your Southbank Shares, or any of them, in uncertificated form (that is, in CREST), to accept the offer you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles as soon as possible and, in any event, **no later than 1.00 p.m. on 18 January 2010.**

If you are in any doubt as to the procedure for acceptance of the Offer, please contact Share Registrars on 01252 821 390 or +44 1252 821 390, if telephoning from outside the UK.

12. RECOMMENDATION

The Southbank Directors, who have been so advised by Akur, consider the terms of the Offer to be fair and reasonable. In providing advice to the Southbank Directors, Akur has taken into account the commercial assessments of the Southbank Directors. Accordingly, the Southbank Directors unanimously recommend that Southbank Shareholders accept the Offer, as they have irrevocably undertaken to accept (or procure the acceptance of) the Offer in respect of their aggregate shareholdings and those of their immediate families and associated interests, amounting to, in aggregate, 201,547,824 Southbank Shares, representing approximately 21.33 per cent. of the issued and to be issued share capital of Southbank. This figure includes options over Southbank Shares that the directors have irrevocably committed to exercise prior to acceptance of the Offer and by no later than 18 January 2010, being the first closing date of the Offer.

Yours faithfully

For and on behalf of Southbank UK plc

John May

Non-executive Chairman

PART II

LETTER FROM NVIRO CLEANTECH PLC

Nviro Cleantech plc

(Incorporated in the Isle of Man under the Companies Act 1931 – 2004 with Registered No. 116537C)

Directors:

Duncan Roy Sedgwick, *Non-Executive Interim Chairman*
Christopher Graeme Every, *Chief Executive Officer*
Christopher Tawney, *Executive Director and Chief Financial Officer*
Elizabeth Jayne Glare Cooper, *Non-Executive Director*
Andrew James Cosentino, *Non-Executive Director*
Philip Thomas Hollobone, *Non-Executive Director*

Registered office:

Burleigh Manor
Peel Road
Douglas
Isle of Man
IM1 5EP

23 December 2009

To Southbank Shareholders and, for information purposes only, to Southbank Optionholders

Dear Shareholder,

Recommended offer by Nviro Cleantech plc to acquire the entire issued and to be issued share capital of Southbank UK plc.

1. INTRODUCTION

It was announced today that the Boards of Nviro and Southbank have agreed the terms of a recommended offer to be made by Nviro to acquire the entire issued and to be issued ordinary share capital of Southbank.

Nviro is offering Consideration Shares in exchange for your Southbank Shares. This Part II, together with Appendix I to this document, contains the formal Offer and should be read in conjunction with the accompanying Admission Document and (in respect of Southbank Shares held in certificated form only) the Form of Acceptance. The Admission Document contains further details on Nviro and Southbank in paragraphs 8 and 9 of Part I.

Irrevocable undertakings to accept (or procure the acceptance of) the Offer have been received in respect of an aggregate of 201,547,824 Southbank Shares, representing approximately 21.33 per cent. of Southbank's issued and to be issued share capital. This figure includes options over Southbank Shares that the directors have irrevocably committed to exercise prior to acceptance of the Offer and by no later than 18 January 2010, being the first closing date of the Offer. Further details of the irrevocable undertakings are set out in paragraph 5.1 of Appendix II of this document.

Irrevocable undertakings from Nviro Shareholders to, *inter alia*, approve the Proposals have been received in respect of an aggregate of 2,000,006 Existing Ordinary Shares, representing approximately 3.03 per cent. of Nviro's issued share capital. Further details of the irrevocable undertakings are set out in paragraph 5.2 of Appendix II of this document.

Your attention is drawn to the letter of recommendation from the chairman of Southbank contained in Part I of this document, which sets out the reasons why the Southbank Directors, who have been so advised by Akur, consider that the terms of the Offer are fair and reasonable and accordingly unanimously recommend that Shareholders accept the Offer.

Acceptances of the Offer should be received by Share Registrars either electronically or (if you hold a share certificate(s)) by returning your completed Form of Acceptance to Share Registrars Limited, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL as soon as possible and, in any event, no later than 1.00 p.m. on 18 January 2010.

The attention of Southbank Shareholders who are resident in, or citizens of, territories outside the United Kingdom is drawn to paragraphs 13(e) of this Part II and paragraph 7 of Part B of Appendix I to this document.

2. THE OFFER

Nviro is offering to acquire, on the terms and subject to the conditions set out in Appendix I, all of the issued and to be issued Southbank Shares on the following terms:

For every 7,149 Southbank Shares 100 Consideration Shares

and so in proportion for any number of Southbank Shares held. Fractions of Consideration Shares will not be allotted to Southbank Shareholders. Entitlements to Consideration Shares will be rounded down to the nearest Consideration Share.

A holder of Southbank Shares held through a nominee should note that his entitlement in relation to fractions of New Ordinary Shares will depend on his contractual arrangements with the relevant nominee.

At the Placing Price of 76 pence per Nviro Share (post Share Capital Consolidation), the Offer values each Southbank Share at approximately 1.063 pence and the entire issued and to be issued share capital of Southbank at approximately £10.05 million.

Based on the AIM closing price of 5.5 pence per Nviro Share (pre Share Capital Consolidation) on 19 November 2009, being the last business day before the commencement of the Offer period, the Offer values each Southbank Share at approximately 0.769 pence. On this basis the Offer values the entire issued and to be issued share capital of Southbank at approximately £7.27 million.

The Southbank Shares which are the subject of the Offer will be acquired fully paid and free from all liens, charges, equitable interests, encumbrances and third party rights and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter.

The full terms and conditions of the Offer are set out in Appendix I of this document.

Following the Offer becoming or being declared unconditional (save for Admission) application will be made for the Enlarged Share Capital to be admitted to trading on AIM. Whilst every effort will be made to ensure this application is successful there can be no guarantee that this will be the case. In particular, as a condition to Admission the Company will be required to confirm to the London Stock Exchange that it has sufficient working capital for its present requirements, that is, at least 12 months following Admission. If for any reason the Placing does not proceed then Admission will not occur. As Admission of the Consideration Shares to trading on AIM is a condition of the Offer, if the Placing does not proceed there is a significant risk that the Acquisition will not complete.

Full acceptance of the Offer by holders of existing Southbank Shares will result in the issue of up to 13,218,225 Consideration Shares, representing approximately 52.68 per cent. of the Enlarged Share Capital. The minimum number of Consideration Shares capable of being issued pursuant to the Offer, if the acceptance condition is satisfied, is 9,913,669. In both cases these figures assume no variation to the terms of the Offer, the allotment of the Placing Shares, no further allotment of Southbank Shares and that all outstanding share options have been exercised in respect of Southbank Shares.

The first closing date of the Offer is 1.00 p.m. on 18 January 2010. In any event, the Offer must become unconditional as to acceptances by midnight on 21 February 2010. The conditions and further terms of the Offer are set out in Appendix I to this document and in the enclosed Form of Acceptance.

The Existing Ordinary Shares are traded on AIM. As the Acquisition constitutes a reverse takeover for the purposes of the AIM Rules for Companies, the Company is required to apply for admission to AIM of the Enlarged Group.

The Company has conditionally raised £4.0 million (before expenses) through the placing of the Placing Shares at the Placing Price. The Consideration Shares and the Placing Shares will, on Admission, rank *pari passu* in all respects with the Existing Ordinary Shares (further details of which are set out in paragraph 5 of Part I of the Admission Document) including in respect of dividends declared, made or paid on or after the date of admission.

Completed Forms of Acceptance (in respect of Southbank Shares held in certificated form) should be received as soon as possible but, in any event, by no later than 1.00 p.m. on 18 January 2010. Electronic Acceptances (in respect of Southbank Shares held in uncertificated form) through CREST should be received as soon as possible

but in any event should be made so that the TTE instruction settles by no later than 1.00 p.m. on 18 January 2010. The procedure for acceptance of the Offer is set out in paragraph 13 of this Part II and in Parts C and D of Appendix I of this document.

Your attention is drawn to the conditions and further terms of the Offer set out in Appendix I to this document.

3. SHARE CAPITAL CONSOLIDATION

At an extraordinary general meeting of the Company, due to take place at 11 a.m. on 15 January 2010 at Burleigh Manor, Peel Road, Douglas, Isle of Man IM1 5EP, one of the resolutions proposed is to give effect to the Share Capital Consolidation. On the implementation of the Share Capital Consolidation, Nviro Shareholders on the register of members at the record date, which is expected to be the close of business (London time) on 15 January 2010, will exchange 10 Existing Ordinary Shares for 1 New Ordinary Share and so in proportion for any other number of Existing Ordinary Shares then held.

Apart from having a different nominal value, each New Ordinary Share resulting from the Share Capital Consolidation will carry the same rights as an Existing Ordinary Share.

All Consideration Shares issued pursuant to this Offer will be issued as New Ordinary Shares.

Fractional Entitlements

Unless a holding of Existing Ordinary Shares is exactly divisible by 10, a Shareholder will have a fractional entitlement to a New Ordinary Share following the Share Capital Consolidation. Any fractional entitlements will not be allotted to Shareholders and will be aggregated into New Ordinary Shares and sold in the market for the benefit of the Company.

Further information regarding the Share Capital Consolidation is set out in paragraph 7 to Part I of the Admission Document.

4. BACKGROUND TO AND REASONS FOR THE OFFER

Since Nviro's admission to AIM in August 2007 it has been engaged in commercialising Clean Technologies. Over the last two years, Nviro has focused its attention and investment primarily on its Clean Fuel technology, Vertus. The other projects in the Group have continued on agreed investment programmes and have absorbed limited cash investment by comparison, but they have continued to be satisfactorily developed in this time.

During the final quarter of 2008 Vertus suffered a combination of setbacks at its first commercial pilot site which was under construction at Cincinnati Bulk Terminals' ("CBT") riverside site in Cincinnati, Ohio, USA. By the end of 2008 it became apparent that such re-engineering of the Vertus technology was substantially increasing the capital and operating costs of the site under construction in Cincinnati. In addition, the impact of the economic situation in the coal marketplace for the Ohio region, the uncertainties and unexpected changes in the US Clean Air legislation and rapidly falling gas prices culminated in a reduction of the margins between Environmental Protection Agency Air Quality compliant and non-compliant coals by ten times in just one month (source: Energy Information Administration ("EIA") figures, January 2009). This prompted the directors of Nviro to reconsider the economic viability of the CBT project going forward and led to a strategic review of the Nviro's business which was completed in March 2009.

Further to the strategic review, it became clear that it would be very challenging to continue to build a commercial, cost-effective plant on the CBT site and in May 2009 Nviro's withdrawal from the site was initiated by mutual agreement with CBT.

Following the strategic review, a detailed evaluation of Vertus technology's performance, in a range of defined conditions, was undertaken to establish its ability to respond to the changes being demanded from the market place given current economic conditions and legislative requirements. Completed in May 2009, the evaluation period confirmed, through testing a wide range of fuels from all ranks of coal and biomass, that the technology has a number of issues that weakened its previously perceived capability as a broad spectrum treatment technology for coal prior to combustion. However, the evaluation demonstrated that Vertus still has the ability to provide solutions to the Clean Fuel market.

As a result of the above, the directors of Nviro concluded that in order for Nviro to continue to pursue the development of Vertus technology, with the remaining cash position and in the prevailing economic climate, there was a need to implement strategic partnerships in the energy market place. A number of options for strategic alliances with potential power industry and resource based entities were considered with the intention of securing a stronger corporate entity and more certain future for Nviro.

Nviro entered into discussions with Southbank and initially the discussions were focused on potential co-operation between Nviro and Southbank in both the common ground of marketing to major utilities and abilities in engineering and synergies in capital engineering project management skills. These discussions have now developed to cover the Proposals.

The Proposed Directors intend to focus the resources of the Enlarged Group on the business of Southbank's main operating subsidiary, Hayward Tyler. They will continue to pursue the opportunities which the Nviro Directors have been developing to Out-license the Vertus technology. Should these licensing discussions not reach a satisfactory conclusion the Proposed Directors intend to cease development of the Vertus technology.

The Hayward Tyler business operates across a number of markets. Hayward Tyler engineers, manufactures and sells products and services to the following market segments of the energy sector:

- power generation (traditional fossil fired);
- power generation (nuclear);
- power generation (Clean Coal);
- oil and gas (top-side);
- oil and gas (subsea); and
- renewables (tidal).

The Proposed Directors believe that significant opportunities for growth exist within the energy sector and that by focusing on expanding within the above market segments the Enlarged Group is expected to have the potential for significant organic growth via its Hayward Tyler subsidiary. The Proposed Directors believe that in order to capitalise on these opportunities the Enlarged Group needs to be able to provide Hayward Tyler with additional financial resource and support for its expanding global ambitions. The Enlarged Group intends to use the proceeds of the Placing to ensure that a more appropriate capital structure is in place to help facilitate this growth.

Further information about Nviro's strategy is set out in paragraph 5 below and its strategy for the Enlarged Group is set out in paragraph 3 of Part I of the Admission Document.

Nviro has no specific plans for the redeployment of assets or office locations or employees save as disclosed in this document. The future of the Nviro employees directly involved with the fuels business is linked to ongoing discussions with third parties which the Proposed Directors hope will come to fruition in early 2010. This may result in a transfer of employment to a third party business under standard UK terms. For those remaining employees not linked to the fuels business redundancy has been provided for. Nviro offices in London and the USA are currently on monthly notice and will be closed with any remaining activity moving in to the structure of the Enlarged Group.

5. INFORMATION ON NVIRO

Nviro Cleantech Limited was established in October 2005 with the objective of investing in a number of environmental clean technology projects and applying the necessary resources to assist in the commercialisation of the technologies. Nviro Cleantech plc, an Isle of Man incorporated company was formed in May 2006 and is the parent company of Nviro Cleantech Limited and its subsidiaries. Nviro Cleantech plc was admitted to AIM in August 2007 with a portfolio of five technologies.

The Business

The Nviro Group is focused on commercialising clean technologies, such as renewable energy, waste recycling, emissions control, and air quality monitoring to benefit the global environment. The concept of Clean Technologies embraces a diverse range of technologies, services and processes that are inherently

designed to provide superior environmental performance at lower costs and greatly reduce or even eliminate adverse environmental impacts.

The Nviro Group provides the necessary capital, management and technical skills and resources to assist in bringing these technologies to market. The Nviro Group invests in early-stage technology and In-licenses the technology together with rights to use and develop the IPR. Market access can take a variety of forms including sales, service contracts, managed service agreements or Out-licensing.

Further information regarding the business of Nviro is set out in paragraph 8 of Part I the Admission Document.

Financial Information

Information on Nviro's financial performance is set out in Part II on page 51 of the Admission Document. This information covers:

- period ended 30 September 2006 (as set out in the Admission Document, this information is for Nviro Cleantech Limited and has been extracted from the Company's AIM admission document dated 26 July 2007 without material adjustment);
- years ended 30 September 2007 and 2008; and
- six month period ended 31 March 2009.

None of the financial information has been published in an inflation adjusted form.

The Admission Document and the Offer Document that are being sent to you are also available free of charge in "read-only" format on the Nviro website at www.nvirocleantech.com.

6. INFORMATION ON SOUTHBANK

The Business

The Southbank Group provides niche engineering solutions for the global energy sector and provides a wide range of products and services to a variety of power generation industries.

Further information regarding the business Southbank is set out in Part I of this document and paragraph 9 of Part I of the Admission Document.

Financial Information

Information on Southbank's financial performance is set out in Part III on page 128 of the Admission Document. This information covers:

- years ended 31 December 2006, 2007 and 2008; and
- six month period ended 30 June 2009.

None of the financial information has been published in an inflation adjusted form.

7. MANAGEMENT AND EMPLOYEES

The Nviro Directors have agreed to resign their positions with the Company subject to and with effect from Admission, whereupon the Proposed Directors' appointments shall commence with immediate effect.

The rights, including pension rights, of Nviro and Southbank Group employees will be fully safeguarded.

8. NON-SOLICITATION AGREEMENT

On 19 November 2009 Nviro and Southbank entered into an Offer Letter which consists of non-solicitation and exclusivity agreements. The terms of the Offer Letter include non solicitation and exclusivity clauses, which will expire on 31 December 2009 (unless agreed otherwise by the boards of Nviro and Southbank) together with clauses relating to break fees and indemnity fees that will survive termination of the exclusivity period.

Break fee arrangements

With effect from 19 November 2009 Southbank agrees to pay to Nviro a break fee equal to 1 per cent. of the value of the fully diluted share capital of Southbank (to be calculated on the basis of the Offer price) if:

- another offer for the whole or part of the Southbank Group is announced and that competing offer subsequently becomes or is declared unconditional;
- the Southbank board withdraws or adversely modifies the terms of its recommendation of the Offer (in circumstances where there has not been a material adverse change of deterioration in the business, assets, financial or trading positions or profit or prospects of any member of the Nviro Group) or agrees or resolves to recommend a competing offer and the Offer does not become effective; or
- Southbank, or any member of the Southbank Group or any of its respective directors, officers, employees, advisers or consultants is in breach of any of the non solicitation provisions in the Offer Letter.

With effect from 19 November 2009 Nviro agrees to pay to Southbank a break fee equal to 1 per cent. of the value of the fully diluted share capital of Nviro (to be calculated on the basis of the Offer price) if:

- the Nviro board withdraws or adversely modifies the terms of the Offer (in circumstances where there has not been a material adverse change of deterioration in the business, assets, financial or trading positions or profit or prospects of any member of the Southbank Group) or does not continue to recommend the Offer to the Nviro Shareholders.

Non-solicitation

With effect from 19 November 2009 neither party shall, and procures that none of their employees, directors, officers, advisors or consultants shall directly or indirectly solicit, initiate or encourage the submission of proposals, indications of interest or offers of any kind or otherwise seek to procure any competing offer, disclose any information to any third party in relation to a competing offer or enter into or participate in any discussions or negotiations or otherwise communicate with any person in relation to any possible competing offer.

Exclusivity

With effect from 19 November 2009 each party must not, and ensure that their employees, agents and advisors must not participate in third party negotiations, seek, encourage, or respond to any approach that might lead to third party negotiations, enter into any indicative offer, agreement or arrangement pursuant to any third party negotiations or disclose any information (not in the public domain) about itself to any party that may wish to enter into third party negotiations with that company. For the purpose of the Offer Letter third party negotiations include negotiations regarding any investments in Nviro or Southbank, the acquisition in whole or in part of the issued share capital of the Nviro Group or Southbank Group, the acquisition of any party of the business of Nviro or Southbank or any member of the Nviro Group or Southbank Group or the acquisition of any of the major assets of any members of the Nviro Group or Southbank Group.

Indemnity in respect of exclusivity clause

If Nviro breaches the terms of the exclusivity clause it agrees to indemnify Southbank for all costs, fees and expenses incurred in connection with the investigation of Nviro, the negotiation of the Offer Letter and all other documents connected with the Offer, with the maximum liability of Nviro capped at 1 per cent. of the fully diluted share capital of Nviro (to be calculated on the basis of the Offer price).

If Southbank breaches the terms of the exclusivity clause it agrees to indemnify Nviro for all costs, fees and expenses incurred in connection with the investigation of Southbank, the negotiation of the Offer Letter and all other documents connected with the Offer, with the maximum liability of Southbank capped at 1 per cent. of the fully diluted share capital of Southbank (to be calculated on the basis of the Offer price).

Nothing in the Offer Letter shall oblige either Nviro or Southbank to pay any amount which the Panel determined would not be permitted by Rule 21.2 of the Code.

9. CANCELLATION OF SOUTHBANK'S CISX LISTING AND COMPULSORY ACQUISITION

If the Offer becomes or is declared unconditional in all respects and if sufficient acceptances are received, Nviro intends to apply the provisions of sections 979 to 982 (inclusive) of the 2006 Act to acquire compulsorily any remaining Southbank Shares on the same terms as the Offer.

In addition, as soon as it is appropriate to do so, and subject to the conditions of the Offer having been satisfied or (if capable of waiver) waived and subject to any applicable legal or regulatory requirements, Nviro intends to procure that Southbank applies to CISX for the cancellation of the admission of the Southbank Shares to the Official List of CISX. Your acceptance of the Offer will also constitute your agreement to this application being made.

The cancellation of the admission to trading of Southbank Shares on CISX will significantly reduce the liquidity and marketability of Southbank Shares which are not acquired under the Offer and their value may be materially and adversely affected as a consequence.

10. FINANCIAL EFFECTS OF THE ACQUISITION

A pro forma statement of net assets of the Enlarged Group is set out in Part IV of the Admission Document.

To date neither Nviro nor Southbank has paid dividends on their shares and as such a comparison of gross income is not possible.

11. SOUTHBANK OPTIONS

Each of the Southbank Optionholders has entered into an irrevocable undertaking in respect of their Southbank Options and pursuant to the terms of this agreement has agreed to exercise their Southbank Options by no later than 18 January 2010, being the first closing date of the Offer.

12. UNITED KINGDOM AND ISLE OF MAN TAXATION

Information regarding United Kingdom and Isle of Man taxation is set out in paragraph 16 of Part VI of the Admission Document. These details are, however, intended only as a general guide to the current tax position under UK and Isle of Man taxation law. Southbank Shareholders who are in any doubt as to their tax position or who are subject to tax in jurisdictions other than the UK and Isle of Man are strongly advised to consult their own independent financial adviser immediately.

13. PROCEDURE FOR ACCEPTANCE OF THE OFFER

This section should be read in conjunction with Appendix I to this document and, in respect of Southbank Shares held in certificated form, the notes and instructions on the Form of Acceptance.

Holders of Southbank Shares in certificated form may only accept the Offer in respect of such shares by completing and returning the enclosed Form of Acceptance in accordance with the procedure set out in paragraph (i) below. Holders of Southbank Shares held in certificated form, but under different designations, must complete a separate Form of Acceptance for each designation.

Holders of Southbank Shares in uncertificated form may only accept the Offer in respect of such shares by TTE instruction in accordance with the procedure set out in paragraph (ii) below and, if those shares are held under different member account IDs, should send a separate TTE instruction for each member account ID.

(i) Southbank Shares held in certificated form (that is, not in CREST)

(a) *To accept the Offer*

To accept the Offer in respect of Southbank Shares held in certificated form you must complete Boxes 1 and 3, sign Box 2 and if applicable, you should also complete Boxes 4 and 5 of the enclosed Form of Acceptance **in the presence of a witness, who should also sign in accordance with the instructions printed therein.**

(b) *Return of Form of Acceptance*

To accept the Offer in respect of Southbank Shares in certificated form, all completed Forms of Acceptance, together with your share certificate(s) for such Southbank Shares and/or other document(s) of title, should be returned by post or by hand (during normal business hours) to Share Registrars Limited, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL **as soon as possib**

(c) *Share certificates not readily available or lost*

If your Southbank Shares are in certificated form but your share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, the Form of Acceptance should nevertheless be completed, signed and **returned as stated above so as to arrive not later than 1.00 p.m. on 18 January 2010**, together with any share certificate(s) and/or other document(s) of title that you have available, accompanied by a letter stating that the balance will follow or that you have lost one or more of your share certificate(s) and/or other document(s) of title.

You should then arrange for the relevant share certificate(s) and/or other document(s) of title to be forwarded as soon as possible thereafter. No acknowledgement of receipt of documents will be given. In the case of loss, you should write as soon as possible to Share Registrars Limited, Suite E, First Floor, 9 Lion & Lamb Yard, Farnham, Surrey GU9 7LL for a letter of indemnity for lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned to Share Registrars as set out in paragraph 13(i)(b) above.

(d) *Validity of acceptances*

Without prejudice to Parts B and C of Appendix I of this document, Nviro reserves the right to treat as valid any acceptance of the Offer in relation to Southbank Shares in certificated form which is not entirely in order or which is not accompanied by (as applicable) the relevant share certificate(s) and/or other document(s) of title. In that event, no allotment of Consideration Shares under the Offer will be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to Nviro (as applicable) have been received.

(e) *Overseas shareholders*

The attention of Southbank Shareholders holding Southbank Shares in certificated form and who are citizens or residents of jurisdictions outside the United Kingdom is drawn to paragraph 7 of Part B and paragraph (b) of Part C of Appendix I and to the relevant provisions of the Form of Acceptance.

The Offer is not being made directly or indirectly in the Restricted Jurisdictions. The Consideration Shares have not been and will not be registered under the US Securities Act and may not be offered, sold or delivered, directly or indirectly, in or into a Restricted Jurisdiction. Any acceptance of the Offer by acceptors who are unable to give the warranty set out in paragraph (b) of Part C of Appendix I is liable to be disregarded.

(ii) Southbank Shares in uncertificated form (that is, in CREST)

If your Southbank Shares are in uncertificated form, to accept the Offer you should take (or procure the taking of) the action set out below to transfer the Southbank Shares in respect of which you wish to accept the Offer to the appropriate escrow balance(s), specifying Share Registrars (in its capacity as a CREST participant under the Escrow Agent's participant ID referred to below) as the Escrow Agent, as soon as possible **and in any event so that the TTE instruction settles not later than 1.00 p.m. on 18 January 2010. Note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational) – you should therefore ensure you time the input of any TTE instructions accordingly.**

The input and settlement of a TTE instruction in accordance with this paragraph (ii) will (subject to satisfying the requirements set out in Parts B and D of Appendix I) constitute an acceptance of the Offer in respect of the number of Southbank Shares so transferred to escrow.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor will be able to send the TTE instruction(s) to CREST in relation to your Southbank Shares.

After settlement of a TTE instruction, you will not be able to access the Southbank Shares concerned in CREST for any transaction or charging purposes. If the Offer becomes or is declared unconditional in all respects, the Escrow Agent will transfer the Southbank Shares concerned to itself in accordance with paragraph (d) of Part D of Appendix I of this document.

You are recommended to refer to the CREST manual published by CREST for further information on the CREST procedures outlined below.

You should note that CREST does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE instruction relating to your Southbank Shares to settle prior to 1.00 p.m. on 18 January 2010. In this connection you are referred in particular to those sections of the CREST manual concerning practical limitations of the CREST system and timings.

(a) *To accept the Offer*

To accept the Offer in respect of Southbank Shares held in uncertificated form, you must send (or if you are a CREST sponsored member, procure that your CREST sponsor sends) to CREST a TTE instruction in relation to such shares. A TTE instruction to CREST must be properly authenticated in accordance with CREST's specifications for transfers to escrow and must contain the following details:

- (i) the number of Southbank Shares in respect of which you wish to accept the Offer to be transferred to an escrow balance;
- (ii) your member account ID;
- (iii) your participant ID;
- (iv) the participant ID of the Escrow Agent, Share Registrars, in its capacity as a CREST receiving agent, which is 7RA36;
- (v) the member account ID of the Escrow Agent, which is NVCSUK01;
- (vi) the Corporate Action ISIN number of the Southbank Shares which is GB00B11YB607;
- (vii) the intended settlement date, which should be as soon as possible and in any event no later than 1.00 p.m. on 18 January 2010;
- (viii) the Corporate Action number of the Offer, which is allocated by CREST and can be found by viewing the relevant corporate action details in CREST;
- (ix) input with standard delivery instruction priority of 80; and
- (x) contact name and telephone number inserted in the shared note field.

(b) *Validity of acceptances*

A Form of Acceptance which is received in respect of Southbank Shares held in uncertificated form will not constitute a valid acceptance and will be disregarded.

Holders of Southbank Shares in uncertificated form who wish to accept the Offer should note that a TTE instruction will only be a valid acceptance of the Offer as at the relevant closing date if it has settled on or before that date.

(c) *Overseas shareholders*

The attention of Southbank Shareholders holding Southbank Shares in uncertificated form and who are citizens or residents of jurisdictions outside the UK is drawn to paragraph 7 of Part B and paragraph (b) of Part D of Appendix I. The Offer is not being made directly or indirectly in or into the Restricted Jurisdictions. The Consideration Shares have not been and will not be registered under the US Securities Act and may not be offered, sold or delivered, directly or indirectly, in or into a Restricted Jurisdiction. Any acceptance of the Offer by acceptors who are unable to give the warranty set out in paragraph (b) of Part D of Appendix I is liable to be disregarded.

(d) *General*

Normal CREST procedures (including timings) apply in relation to any Southbank Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Southbank Shares or otherwise). Holders of Southbank Shares who are proposing so to convert any such shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular, as regards delivery of

share certificate(s) or other documents of title or transfers to an escrow balance as described above) prior to 1.00 p.m. on 18 January 2010.

If you are in any doubt as to the procedure for acceptance, please contact Share Registrars by telephone on 01252 821390 or if calling from outside UK +44 1252 821390 or at the address in paragraph 13(i)(b) above. You are reminded that, if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

14. SETTLEMENT AND DEALINGS

Subject to the Offer becoming or being declared unconditional in all respects (except as provided in paragraph 7 of Part B of Appendix I in the case of certain overseas Southbank Shareholders) settlement of the consideration to which any Southbank Shareholder is entitled under the Offer will be effected by the despatch of certificates or CREST accounts credited (as applicable):

- (i) in the case of acceptances received, complete in all respects, by the date on which the Offer becomes or is declared unconditional in all respects, within 14 days of the later of such date and 18 January 2010; or
- (ii) in the case of acceptances of the Offer received, complete in all respects after the later of 18 January 2010 and the date on which the Offer becomes or is declared unconditional in all respects but while it remains open for acceptance, within 14 days of such receipt, in the following manner:

(a) *Southbank Shares in uncertificated form (that is, in CREST)*

Where an acceptance relates to Southbank Shares in uncertificated form the Consideration Shares to which the accepting Southbank Shareholder is entitled will be issued in uncertificated form. Nviro will procure that Euroclear is instructed to credit the appropriate stock account in CREST of the Southbank Shareholder concerned with such shareholder's entitlement to Consideration Shares. The stock account concerned will be an account under the same participant ID and member account ID as appeared in the TTE instruction(s) concerned. Nviro reserves the right to settle all or any part of the consideration referred to in this paragraph, for all or any accepting Southbank Shareholder(s), in the manner referred to in paragraph (b) below, if, for any reason, it wishes to do so.

(b) *Southbank Shares in certificated form*

Where an acceptance relates to Southbank Shares in certificated form], the Consideration Shares to which the accepting Southbank Shareholder is entitled will be issued in certificated form. Definitive certificates for the Consideration Shares will be despatched by first-class post at the risk of the shareholder (or by such other method as may be approved by the Panel).

(c) *Return of certificates and CREST transfers if the Offer lapses*

If the Offer does not become or is not declared unconditional in all respects (i) the relevant share certificate(s) and/or other document(s) of title will be returned by post (or by such other method as may be approved by the Panel) within 14 days of the Offer lapsing to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in Box 5 on the Form of Acceptance or, if none is set out, to the first-named holder at his or her registered address and (ii) Share Registrars will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 days of the lapsing of the Offer), give TFE instructions to Euroclear to transfer all Southbank Shares held in escrow balances and in relation to which it is the escrow agent for the purposes of the Offer to the original available balances of the Southbank Shareholders concerned.

All documents and remittances sent by, to, or from Southbank Shareholders or their appointed agents will be sent at their own risk.

Settlement of the consideration to which any Southbank Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set off, counterclaim or other analogous right to which Nviro may otherwise be, or claim to be, entitled against such Southbank Shareholder.

15. ACTION TO BE TAKEN

To accept the Offer, if you hold your Southbank Shares in certificated form, (that is, not in CREST) the accompanying Form of Acceptance must be completed, signed and witnessed (in the case of an individual) and then returned in accordance with the instructions printed thereon. Forms of Acceptance should be returned by post or by hand (during normal business hours only), together with any share certificate(s) and/or document(s) of title, to Share Registrars, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL as soon as possible and in any event so as to be received by no later than 1.00 p.m. on 18 January 2010. A reply-paid envelope for use in the UK only accompanies this document for your convenience.

If you hold your Southbank Shares in uncertificated form, (that is, in CREST) you will need to accept the Offer electronically through CREST. You should take the action set out in paragraph 13(ii) of this Part II and ensure that the TTE Instruction settles not later than 1.00 p.m. on 18 January 2010.

16. FURTHER INFORMATION

Your attention is drawn to the enclosed Admission Document and to the following Appendices which form part of this document:

Appendix I: Conditions and Further Terms of the Offer

Appendix II: Additional Information

17. ADVICE GIVEN TO THE NVIRO BOARD UNDER RULE 3.2 OF THE CITY CODE

Due to the size of Southbank in relation to Nviro, as stated in paragraph 2 on page 16 above, the Acquisition constitutes a reverse takeover for the purposes of the AIM Rules for Companies. In addition, the Acquisition constitutes a reverse takeover for the purposes of the City Code. In accordance with the City Code, where the Offer made is a reverse takeover, the board of the offeror company must take independent advice.

Littlejohn is acting as the independent financial adviser to Nviro pursuant to Rule 3.2 of the City Code. Grant Thornton, which is also acting as financial adviser to Nviro, has an audit relationship with Southbank and, as a consequence, with respect to the Acquisition, is not an independent adviser in accordance with Rule 3.2 of the City Code. The Nviro Board, who have been so advised by Littlejohn, consider the terms of the Offer to be fair and reasonable.

In providing advice to the Nviro Board, Littlejohn and Grant Thornton have taken into account the Nviro Directors' commercial assessments.

Yours faithfully

For and on behalf of Nviro Cleantech plc

Christopher Every
Chief Executive Officer

PART III

DOCUMENTATION INCORPORATED BY REFERENCE

The table below sets out the various sections of such documents which are incorporated by reference into this document, pursuant to Rule 24.14 of the Code.

The Admission Document which is being posted to you along with this Offer document is also available in “read only” format and can be printed from the Nviro website www.nvirocleantech.com.

You may request a copy of any information incorporated into this document in hard copy form. Nviro will provide, within two business days of such request, a copy of any documents incorporated by reference in this document. Copies of any documents incorporated by reference in this document will not be provided unless such a request is made. Requests for copies of such documents should be made by writing to McFaddens LLP, City Tower, 40 Basinghall Street, London EC2V 5DE or by calling 020 7588 9080.

Information	Section in this Offer document	Page, paragraph and part number in the Admission Document
Further information on Directors and employees	Letter of recommendation from the Chairman of Southbank UK plc Paragraph 6 of Part I, page 12	Paragraphs 9 and 10 of Part I and paragraphs 10 and 11 of Part VI, pages 28, 33, 245 and 247
Financial information on Nviro	Letter from Nviro Cleantech plc Paragraph 5 of Part II, page 19	Part II, page 51-64 Part II, pages 65-86 and 87-116 Part II, pages 117-127
<ul style="list-style-type: none"> ● period ended 30 September 2006 ● years ended 30 September 2007 and 2008 ● six month period ended 31 March 2009 		
Information on Southbank	Letter from Nviro Cleantech plc Paragraph 6 of Part II, page 19	Paragraph 9 of Part I page 28
Financial information on Southbank	Letter from Nviro Cleantech plc Paragraph 6 of Part II, page 19	Part III, pages 128-148 and 149-190 Part III, pages 191-197
<ul style="list-style-type: none"> ● years ended 31 December 2006, 2007 and 2008 ● six month period ended 30 June 2009 		
Details of the Placing	Letter from Nviro Cleantech plc Paragraph 2 of Part II, page 16	Paragraph 5 of Part I, page 25
Share Capital Consolidation	Letter from Nviro Cleantech plc Paragraph 3 of Part II, page 17	Paragraph 7 of Part I, page 26
Background to and reasons for the Offer	Letter from Nviro Cleantech plc Paragraph 4 of Part II, page 17	Paragraph 2 of Part I, page 22
Strategy for the Enlarged Group	Letter from Nviro Cleantech plc Paragraph 4 of Part II, page 17	Paragraph 3 of Part I, page 23
Information on Nviro	Letter from Nviro Cleantech plc Paragraph 5 of Part II, page 18	Paragraph 8 of Part I, page 27
Pro forma for Enlarged Group	Letter from Nviro Cleantech plc Paragraph 10 of Part II, page 21	Part IV, page 198
UK and Isle of Man taxation	Letter from Nviro Cleantech plc Paragraph 12 of Part II, page 21	Paragraph 16 of Part VI, page 256
Interests of Nviro Directors	Paragraph 4(b) of Appendix II – Shareholdings, interests and dealings in Nviro Securities, page 51	Paragraph 8 of Part VI, page 241
Service Contracts and letters of appointment for the Directors and Proposed Directors	Paragraph 6 of Appendix II – Directors’ service agreements and emoluments, page 54	Paragraph 10 of Part VI, page 245
Material contracts	Paragraph 8 of Appendix II – Material contracts, page 55	Paragraph 13 of Part VI, page 251
Further details on Nviro and Southbank	Letter from Nviro Cleantech plc Paragraph 1 of Part II, page 16	Paragraphs 8 and 9 of Part I, pages 27-33
Material change	Paragraph 9 of Appendix II	Section 4 of Part II, page 117 Section 3 of Part III, page 191

APPENDIX I

CONDITIONS AND FURTHER TERMS OF THE OFFER

PART A

Conditions of the Offer

The Offer is subject to the following conditions:

- (a) valid acceptances being received (and not, where permitted, withdrawn) by not later than 1.00 p.m. (London time) on 18 January 2010 (or such later time(s) and/or date(s) as Nviro may, subject to the rules of the City Code, decide) in respect of not less than 75 per cent. (or such lower percentage as Nviro may decide) in nominal value of the Southbank Shares to which the Offer relates, provided that this condition will not be satisfied unless Nviro and/or its wholly owned subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Offer or otherwise) Southbank Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Southbank, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to any Southbank Shares that are unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise; and for this purpose:
 - (i) the expression “Southbank Shares to which the Offer relates” shall be construed in accordance with sections 979 to 982 of the 2006 Act;
 - (ii) Southbank Shares which have been unconditionally allotted shall be deemed to carry the voting rights which they will carry upon issue; and
 - (iii) valid acceptances shall be deemed to have been received in respect of Southbank Shares which are treated for the purposes of section 979 of the 2006 Act as having been acquired or contracted to be acquired by Nviro by virtue of acceptances of the Offer;
- (b) the passing by Nviro Shareholders of resolutions to be proposed at a general meeting of Nviro to approve: the Acquisition, all resolutions necessary for Nviro to issue the Consideration Shares and the Placing Shares (including relating to the increase in Nviro’s authorised share capital, the grant of power of allotment and the disapplication of pre-emption rights in respect of the allotment and issue of Consideration Shares and the Placing Shares and for the future grant of options), a 10 for 1 consolidation of share capital, to remove certain borrowing restrictions and the restriction on directors’ fees, and a change of name to Specialist Energy Group plc;
- (c) the admission of the Consideration Shares to trading on AIM becoming effective in accordance with the AIM Rules for Companies;
- (d) no Third Party having intervened and there not continuing to be outstanding any statute, regulation or order of any Third Party in each case which would or might reasonably be expected (in any case to an extent which is material in the context of the Nviro Group or the Southbank Group, as the case may be, taken as a whole) to:
 - (i) make the Offer, its implementation or the acquisition or proposed acquisition by Nviro or any member of the Wider Nviro Group of any shares or other securities in, or control or management of, Southbank or any member of the Wider Southbank Group void, illegal or unenforceable in any jurisdiction, or otherwise directly or indirectly restrain, prevent, prohibit, restrict, or delay the same or impose additional conditions or obligations with respect to the Offer or such acquisition, or otherwise impede, challenge or interfere with the Offer or such acquisition, or require amendment to the terms of the Offer or the acquisition or proposed acquisition of any Southbank Shares or the acquisition of control of Southbank or the Wider Southbank Group by Nviro or any member of the Wider Nviro Group.
 - (ii) limit or delay the ability of any member of the Wider Nviro Group or any member of the Wider Southbank Group to acquire or to hold or to exercise effectively, directly or indirectly,

- all or any rights of ownership in respect of shares or other securities in, or to exercise voting or management control over, any member of the Wider Southbank Group or any member of the Wider Nviro Group;
- (iii) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Nviro Group of any shares or other securities in Southbank;
 - (iv) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Nviro Group or by any member of the Wider Southbank Group of all or any portion of their respective businesses, assets or properties or limit the ability of any of them to conduct any of their respective businesses or to own or control any of their respective assets or properties or any part thereof;
 - (v) except pursuant to Chapter 3 of Part 28 of the 2006 Act, require any member of the Wider Nviro Group or of the Wider Southbank Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) in any member of either group owned by any third party;
 - (vi) limit the ability of any member of the Wider Nviro Group or of the Wider Southbank Group to conduct or integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Nviro Group or of the Wider Southbank Group;
 - (vii) result in any member of the Wider Southbank Group or the Wider Nviro Group ceasing to be able to carry on business under any name under which it presently does so; or
 - (viii) otherwise adversely affect the business, assets, profits, financial or trading position or prospects of any member of the Wider Southbank Group or of the Wider Nviro Group, and all applicable waiting and other time periods during which any Third Party could intervene under the laws of any relevant jurisdiction having expired, lapsed or been terminated;
- (e) all notifications and filings which are necessary or are reasonably considered appropriate by Nviro having been made, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any relevant jurisdiction having been complied with in each case in connection with the Offer or the acquisition or proposed acquisition of any shares or other securities in, or control of, Southbank or any other member of the Wider Southbank Group by any member of the Wider Nviro Group or the carrying on by any member of the Wider Southbank Group of its business;
- (f) all Authorisations which are necessary or are reasonably considered necessary or appropriate by Nviro in any relevant jurisdiction for or in respect of the Offer or the acquisition or proposed acquisition of any shares or other securities in, or control of, Southbank or any other member of the Wider Southbank Group by any member of the Wider Nviro Group or the carrying on by any member of the Wider Southbank Group of its business having been obtained, in terms and in a form reasonably satisfactory to Nviro, from all appropriate Third Parties or from any persons or bodies with whom any member of the Wider Southbank Group has entered into contractual arrangements in each case where the absence of such Authorisation would have a material adverse effect on the Southbank Group taken as a whole and all such Authorisations remaining in full force and effect and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same;
- (g) except as publicly announced by Southbank (by the delivery of an announcement to a Regulatory Information Service) prior to 23 December 2009 or as fairly disclosed in writing to Nviro by or on behalf of Southbank prior to 23 December 2009, there being, since 31 December 2008, no provision of any arrangement, agreement, licence, permit, franchise or other instrument to which any member of the Wider Southbank Group is a party, or by or to which any such member or any of its assets is or are or may be bound, entitled or subject or any circumstance, which, in each case as a consequence of the Offer or the acquisition or proposed acquisition of any shares or other securities in, or control of, Southbank or any other member of the Wider Southbank Group by any member of the Wider

Nviro Group or otherwise, could or might reasonably be expected to result in, (in any case to an extent which is or would be material in the context of the Southbank Group taken as a whole):

- (i) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any member of the Wider Southbank Group being or becoming repayable or capable of being declared repayable immediately or prior to its stated repayment date or the ability of any member of the Wider Southbank Group to borrow monies or incur any indebtedness being withdrawn or inhibited or becoming capable of being withdrawn;
 - (ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider Southbank Group or any such mortgage, charge or other security interest (wherever created, arising or having arisen) becoming enforceable;
 - (iii) any such arrangement, agreement, licence, permit, franchise or instrument, or the rights, liabilities, obligations or interests of any member of the Wider Southbank Group thereunder, being, or becoming capable of being terminated or adversely modified or affected or any adverse action being taken or any obligation or liability arising thereunder;
 - (iv) any asset or interest of any member of the Wider Southbank Group being or falling to be disposed of or ceasing to be available to any member of the Wider Southbank Group or any right arising under which any such asset or interest could be required to be disposed of or could cease to be available to any member of the Wider Southbank Group otherwise than in the ordinary course of business;
 - (v) any member of the Wider Southbank Group ceasing to be able to carry on business under any name under which it presently does so;
 - (vi) the creation of liabilities (actual or contingent) by any member of the Wider Southbank Group;
 - (vii) the rights, liabilities, obligations or interests of any member of the Wider Southbank Group under any such arrangement, agreement, licence, permit, franchise or other instrument or the interests or business of any such member in or with any other person, firm, company or body (or any arrangement or arrangements relating to any such interests or business) being terminated, adversely modified or affected; or
 - (viii) the financial or trading position or the prospects of the value of any member of the Wider Southbank Group being prejudiced or adversely affected, and no event having occurred which, under any provision of any such arrangement, agreement, licence, permit or other instrument, could result in any of the events or circumstances which are referred to in paragraphs (i) to (viii) of this condition (g) in any case to an extent which is or would be material in the context of the Southbank Group taken as a whole;
- (h) since 31 December 2008 and except as disclosed in Southbank's annual report and accounts for the year then ended or in Southbank's interim results for the six months ended 30 June 2009 or as otherwise publicly announced by Southbank (by the delivery of an announcement to a Regulatory Information Service) prior to 23 December 2009 or as otherwise fairly disclosed in writing to Nviro by or on behalf of Southbank prior to 23 December 2009 no member of the Wider Southbank Group having:
- (i) issued or agreed to issue, or authorised the issue of, additional shares of any class, or securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities other than as between Southbank and wholly-owned subsidiaries of Southbank or pursuant to the exercise of options in Southbank;
 - (ii) purchased or redeemed or repaid any of its own shares or other securities or reduced or made any other change to any part of its share capital;
 - (iii) recommended, declared, paid or made any bonus, dividend or other distribution whether payable in cash or otherwise (other than to Southbank or a wholly-owned subsidiary of Southbank);

- (iv) made or authorised any change in its loan capital;
 - (v) (other than any acquisition or disposal in the ordinary course of business or a transaction between Southbank and a wholly-owned subsidiary of Southbank) merged with, demerged or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any assets (including shares in any undertaking and trade investments) or authorised the same (which in any case is material in the context of the Southbank Group taken as a whole);
 - (vi) issued or authorised the issue of, or made any change in or to, any debentures or (except in the ordinary course of business) incurred or increased any indebtedness or liability (actual or contingent) which in any case is material in the context of the Southbank Group taken as a whole;
 - (vii) entered into, varied or authorised any agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:
 - (A) is of a long term, onerous or unusual nature or magnitude or which is or could involve an obligation of such nature or magnitude; or
 - (B) could restrict the business of any member of the Wider Southbank Group; or
 - (C) is other than in the ordinary course of business, and which in any case is material in the context of the Southbank Group taken as a whole;
 - (viii) entered into, implemented, effected or authorised any merger, demerger, reconstruction, amalgamation, scheme, commitment or other transaction or arrangement in respect of itself or another member of the Wider Southbank Group otherwise than in the ordinary course of business which in any case is material in the context of the Southbank Group taken as a whole;
 - (ix) entered into or varied the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any member of the Wider Southbank Group;
 - (x) taken any corporate action or had any legal proceedings instituted or threatened against it or petition presented or order made for its winding-up (voluntarily or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any material part of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which in any case is material in the context of the Southbank Group taken as a whole;
 - (xi) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business in any case with a material adverse effect on the Southbank Group taken as a whole;
 - (xii) waived or compromised any claim which is material in the context of the Southbank Group taken as a whole;
 - (xiii) made any alteration to its memorandum or articles of association which is material in the context of the Offer;
 - (xiv) entered into any agreement, commitment or arrangement or passed any resolution or made any offer (which remains open for acceptance) or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this condition (h);
- (i) since 31 December 2008 and except as disclosed in Southbank's annual report and accounts for the year then ended or in Southbank's interim results for the six months ended 30 June 2009 or as otherwise publicly announced by Southbank (by the delivery of an announcement to a Regulatory Information Service) prior to 23 December 2009 or as otherwise fairly disclosed in writing to Nviro by or on behalf of Southbank prior to 23 December 2009:
- (i) there having been no adverse change or deterioration in the business, assets, financial or trading positions or profit or prospects of any member of the Wider Southbank Group which in any case is material in the context of the Southbank Group taken as a whole;

- (ii) no contingent or other liability of any member of the Wider Southbank Group having arisen or become apparent or increased which in any case is material in the context of the Southbank Group taken as a whole;
 - (iii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Southbank Group is or may become a party (whether as plaintiff, defendant or otherwise) having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Wider Southbank Group which in any case is material in the context of the Southbank Group taken as a whole; and
 - (iv) (other than as a result of the Offer) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or against or remaining outstanding against or in respect of any member of the Wider Southbank Group which in any case is material in the context of the Southbank Group taken as a whole;
- (j) Nviro not having discovered:
- (i) that any financial or business or other information concerning the Wider Southbank Group disclosed at any time by or on behalf of any member of the Wider Southbank Group, whether publicly, to any member of the Wider Nviro Group or otherwise, is misleading or contains any misrepresentation of fact or omits to state a fact necessary to make any information contained therein not misleading and which was not subsequently corrected before 23 December 2009 by disclosure either publicly or otherwise to Nviro to an extent which in any case is material in the context of the Southbank Group as a whole;
 - (ii) that any member of the Wider Southbank Group is subject to any liability (actual or contingent) which is not disclosed in Southbank's annual report and accounts for the financial year ended 31 December 2008 and which in any case is material in the context of the Southbank Group taken as a whole; or
 - (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Southbank Group to an extent which is material in the context of the Southbank Group taken as a whole;

For the purpose of these conditions:

- “**Third Party**” means any government, government department or governmental, quasi-governmental, supranational, statutory, regulatory or investigative body, authority (including any national anti-trust or merger control authority), court, trade agency, association, institution or professional or environmental body or any other person or body whatsoever in any relevant jurisdiction;
- a Third Party shall be regarded as having “**intervened**” if it has decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or made, proposed or enacted any statute, regulation, decision or order or taken any measures or other steps or required any action to be taken or information to be provided or otherwise having done anything and “**intervene**” shall be construed accordingly;
- “**Authorisations**” means authorisations, orders, grants, recognitions, determinations, certificates, confirmations, consents, licences, clearances, provisions and approvals;
- “**Wider Nviro Group**” means Nviro and its subsidiaries and subsidiary undertakings and associated undertakings (including any company in which any member of the Nviro Group is interested or any undertaking in which Nviro and such undertakings (aggregating their interests) have a direct or indirect interest in 20 per cent. or more of the voting equity capital of an undertaking); and
- “**Wider Southbank Group**” means Southbank and its subsidiaries and subsidiary undertakings and associated undertakings (including any company in which any member of the Southbank Group is interested or any undertaking in which Southbank and such undertakings (aggregating their interests) have a direct or indirect interest in 20 per cent. or more of the voting equity capital of an undertaking).

Subject to the requirements of the Panel, Nviro reserves the right to waive, all or any of the above conditions, in whole or in part, except condition (a).

Conditions (b) to (j) (inclusive) must be fulfilled, or (if capable of waiver) be waived by midnight on the 21st day after the later of the first closing date of the Offer and the date on which condition (a) is fulfilled (or in each case such later date as Nviro may, with the consent of the Panel, decide), failing which the Offer will lapse. Nviro shall be under no obligation to waive (if capable of waiver); to determine to be or remain satisfied or to treat as fulfilled any of conditions (b) to (j) (inclusive) by a date earlier than the latest date specified above for the fulfilment of that condition.

If the Panel requires Nviro to make an offer for Southbank Shares under the provisions of Rule 9 of the City Code, Nviro may make such alterations to the conditions of the Offer, including to condition (a), as are necessary to comply with the provisions of that Rule.

If the Offer lapses it will cease to be capable of further acceptance. Southbank Shareholders who have accepted the Offer and Nviro shall then cease to be bound by acceptances delivered on or before the date on which the Offer lapses.

PART B

Further terms of the Offer

The following further terms apply to the Offer, unless the contrary is expressed or the context requires otherwise. Unless the context requires otherwise, any reference in Part B, Part C or Part D of this Appendix I and in the Form of Acceptance to:

- (a) the “Offer” includes any revision, variation, renewal or extension of the Offer;
- (b) the “acceptance condition” means the condition set out in paragraph 1(a) of Part A of this Appendix I;
- (c) the “Offer becoming unconditional” means the acceptance condition becoming or being declared satisfied whether or not any other condition of the Offer remains to be fulfilled and references to the Offer having become or not become unconditional shall be construed accordingly;
- (d) “acceptances of the Offer” includes deemed acceptances of the Offer; and
- (e) the “Offer Period” means, in relation the Offer, the period commencing on 20 November 2009 until the latest of:
 - (i) 1.00 p.m. on 18 January 2010;
 - (ii) the time and date when the Offer lapses; or
 - (iii) the time and date when the Offer becomes unconditional.

1. Acceptance period

- (a) The Offer will initially be open for acceptance until 1.00 p.m. on 18 January 2010. Although no revision is envisaged, if the Offer is revised it will remain open for acceptance for a period of at least 14 days (or such other period as the Panel may permit) from the date on which written notification of the revision is posted to Southbank Shareholders. Except with the Panel’s consent, no revision of the Offer may be made or posted after 7 February 2010 or, if later, the date falling 14 days before the last date the Offer can become unconditional.
- (b) The Offer, whether revised or not, shall not (except with the Panel’s consent) be capable of becoming unconditional after midnight on 21 February 2010 (or any earlier time and/or date beyond which Nviro has stated that the Offer will not be extended unless Nviro has, where permitted, withdrawn that statement or extended the Offer beyond the stated earlier date), nor of being kept open for acceptance after that time and date unless it has previously become unconditional, provided that Nviro reserves the right, with the Panel’s consent, to extend the Offer to a later time(s) and/or date(s). Except with the Panel’s consent, Nviro may not, for the purpose of determining whether the acceptance condition has been satisfied, take into account acceptances received or purchases of Southbank Shares made after 1.00 p.m. on 21 February 2010 (or any earlier time and/or date beyond which Nviro has stated that the Offer will not be extended unless where permitted, it has withdrawn that statement or extended the offer beyond the stated earlier date) or, if the Offer is so extended, any such later time(s) and/or date(s) as may be agreed with the Panel. If the latest time at which the Offer may become unconditional is extended beyond midnight on 21 February 2010, acceptances received and purchases of Southbank Shares made in respect of which relevant documents are received by Share Registrars after 1.00 p.m. on 21 February 2010 may (except where the Code otherwise permits) only be taken into account with the Panel’s agreement.
- (c) If the Offer becomes unconditional, it will remain open for acceptance for not less than 14 days from the date on which it would otherwise have expired. If the Offer has become unconditional and it is stated by or on behalf of Nviro that the Offer will remain open until further notice, or if the Offer will remain open beyond midnight on 21 February 2010, then not less than 14 days’ notice in writing will be given, before closing the Offer, to those Southbank Shareholders who have not accepted the Offer.
- (d) If a competitive situation arises after Nviro has made a “no extension” statement and/or a “no increase” statement in relation to the Offer, Nviro may, if it specifically reserved the right to do so at

the time such statement was made, or otherwise with the Panel's consent, withdraw that statement and extend or revise the Offer (as appropriate) provided that it complies with the requirements of the Code and, in particular, that:

- (i) it announces such withdrawal and that it is free to extend or revise the Offer (as appropriate) as soon as possible (and in any event within four Business Days of the firm announcement of the competing offer or other competitive situation) and Southbank Shareholders are informed in writing at the earliest practicable opportunity or, in the case of Southbank Shareholders with registered addresses outside the UK or whom Nviro knows to be a nominee, trustee or custodian holding Southbank Shares for such persons, by announcement in the UK; and
 - (ii) any Southbank Shareholders who accepted the Offer after the date of the "no extension" or "no increase" statement are given a right of withdrawal in accordance with paragraph 3(c) of this Part B. Nviro may, if it has reserved the right to do so, choose not to be bound by a "no increase" or a "no extension" statement if it would otherwise prevent the posting of an increased or improved offer (either as to the value or nature of the consideration offered or otherwise) which is recommended for acceptance by the Southbank Board or in other circumstances permitted by the Panel.
- (e) For the purpose of determining at any particular time whether the acceptance condition has been satisfied, Nviro shall be entitled to take account only of those Southbank Shares carrying voting rights which have been unconditionally allotted or issued before that time and written notice of allotment or issue of which, containing all the relevant details, has been received before that time by Share Registrars from Southbank or its agents at the address specified in paragraph 3(a) of this Part B. Fax, email or telex transmission will not be sufficient.

2. Announcements

- (a) By 8.00 a.m. on the Business Day (the "relevant day") following the day on which the Offer is due to expire or becomes unconditional or is revised or extended, as the case may be (or such later time(s) or date(s) as the Panel may agree), Nviro will make an appropriate announcement and simultaneously inform a Regulatory Information Service of the position. The announcement will also state (unless otherwise permitted by the Panel) the total number of Southbank Shares and rights over Southbank Shares (as nearly as practicable):
- (i) for which acceptances of the Offer have been received;
 - (ii) acquired or agreed to be acquired by or on behalf of Nviro or any person acting in concert with it during the course of the Offer Period;
 - (iii) held by or on behalf of Nviro or any person acting in concert with it before the Offer Period; and
 - (iv) for which acceptances of the Offer have been received from any person acting in concert with Nviro, and will specify the percentage of the Southbank Shares represented by each of these figures.
- (b) Any decision to extend the time and/or date by which the acceptance condition has to be fulfilled may be made at any time up to, and will be announced not later than, 8.00 a.m. on the relevant day (as defined in paragraph 2(a) of this Part B) or such later time(s) and/or date(s) as the Panel may agree. The announcement will state the next expiry date unless the Offer is then unconditional, in which case a statement may instead be made that the Offer will remain open until further notice. In computing the number of Southbank Shares represented by acceptances and/or purchases, there may be included or excluded for announcement purposes acceptances and purchases which are not complete in all respects or which are subject to verification save that those which could not be counted towards fulfilment of the acceptance condition under Notes 4 and 5 of Rule 10 of the Code shall not (unless agreed by the Panel) be included.
- (c) In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of Nviro include the release of an announcement by public relations consultants or by Fairfax to the press and the delivery by hand or telephone or facsimile or other electronic transmission of an

announcement to a Regulatory Information Service. An announcement made otherwise than to a Regulatory Information Service shall be notified simultaneously to a Regulatory Information Service (unless otherwise agreed by the Panel).

3. Rights of withdrawal

- (a) If Nviro, having announced the Offer to be unconditional, fails to comply by 3.30 p.m. on the relevant day (as defined in paragraph 2(a) of this Part B) (or such later time(s) and/or date(s) as the Panel may agree) with any of the other requirements specified in paragraph 2(a) of this Part B, an accepting Southbank Shareholder may (unless the Panel agrees otherwise) immediately thereafter withdraw his acceptance of the Offer by written notice received by hand or by post by Share Registrars Limited, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL. Alternatively, in the case of Southbank Shares in uncertificated form, withdrawals can also be effected in the manner set out in paragraph 3(e) of this Part B. Subject to paragraph 1(b) of this Part B, this right of withdrawal may be terminated not less than eight days after the relevant day by Nviro confirming, if that be the case, that the Offer is still unconditional, and complying with the other requirements specified in paragraph 2(a) of this Part B. If any such confirmation is given, the first period of 14 days referred to in paragraph 1(c) of this Part B will run from the date of such confirmation and compliance.
- (b) If by 1.00 p.m. on 8 February 2010 (or such later time(s) and/or date(s) as the Panel may agree) the Offer has not become unconditional, an accepting Southbank Shareholder may withdraw his acceptance at any time thereafter by written notice in the manner referred to in paragraph 3(a) of this Part B (or, in the case of Southbank Shares held in uncertificated form, in the manner set out in paragraph 3(e) of this Part B) before the earlier of (i) the time when the Offer becomes unconditional, and (ii) the final time for lodgement of acceptances of the Offer which can be taken into account in accordance with paragraph 1(b) of this Part B.
- (c) If a “no extension” statement and/or a “no increase” statement has been withdrawn in accordance with paragraph 1(d) of this Part B, any Southbank Shareholder who accepted the Offer after the date of the statement may withdraw his acceptance in the manner referred to in paragraph 3(a) of this Part B (or, in the case of Southbank Shares held in uncertificated form, in the manner set out in paragraph 3(e) of this Part B), not later than the eighth day after the date on which written notice of withdrawal of the statement is posted to Southbank Shareholders.
- (d) Except as provided by this paragraph 3, acceptances under the Offer shall be irrevocable. In this paragraph 3, “written notice” (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Southbank Shareholder(s) or his/their agent(s) duly appointed in writing (evidence of whose appointment is produced with the notice in a form reasonably satisfactory to Nviro). E-mail or facsimile transmissions or copies will not be sufficient to constitute written notice. No notice which is postmarked in, or otherwise appears to Nviro or its agents to have been sent from, a Restricted Jurisdiction will be treated as valid.
- (e) In the case of Southbank Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraph 3(a), 3(b) or 3(c) of this Part B, an accepting Southbank Shareholder may withdraw his acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and settle, include the following details:
 - (i) the number of Southbank Shares to be withdrawn, together with their ISIN number which is GB00B11YB607;
 - (ii) the member account ID of the accepting shareholder, together with his participant ID;
 - (iii) the member account ID of the Escrow Agent NVCSUK01 included in the relevant Electronic Acceptance, together with the Escrow Agent’s participant ID 7RA36;
 - (iv) the transaction reference number of the Electronic Acceptance to be withdrawn;
 - (v) the intended settlement date for the withdrawal;

- (vi) the corporate action number for the Offer; and
- (vii) input with standard delivery instruction priority of 80.

Any such withdrawal will be conditional upon Share Registrars verifying that the withdrawal request is validly made. Accordingly, Share Registrars will on behalf of Nviro reject the withdrawal by transmitting in CREST a receiving agent reject (AEAD) message or accept the withdrawal by transmitting in CREST a receiving agent accept (AEAN) message.

4. Revised offer

- (a) No revision of the Offer is envisaged. However, if the Offer (in its original or any previously revised form(s)) is revised (either in its terms and conditions or in the value or nature of the consideration offered or otherwise) and such revision represents on the date on which it is announced (on such basis as Littlejohn may consider appropriate) an improvement or no diminution in the value of the revised Offer compared with the consideration or terms previously offered or in the overall value received and/or retained by a Southbank Shareholder (under the Offer or otherwise), the benefit of the revised Offer will, subject to paragraphs 4(c), 4(d) and 7 of this Part B, be made available to any Southbank Shareholder who has accepted the Offer in its original or any previously revised form(s) (a “previous acceptor”). The acceptance of the Offer by or on behalf of a previous acceptor in its original or any previously revised form(s) shall, subject as provided in paragraphs 4(c), 4(d) and 7 of this Part B, be treated as an acceptance of the Offer as so revised and shall also constitute the separate appointment of Nviro and each of the Nviro Directors as his attorney and/or agent with authority (i) to accept any such revised offer on behalf of such previous acceptor, (ii) if such revised offer includes alternative forms of consideration, to make such elections for and/or accept such alternative forms of consideration in the proportions such attorney and/or agent in his absolute discretion thinks fit, and (iii) to execute on behalf of and in the name of such previous acceptor all such further documents (if any) as may be required to give effect to such acceptances and/or elections. In making any such election and/or acceptance, such attorney and/or agent shall take into account the nature of any previous acceptances made by or on behalf of the previous acceptor and such other facts or matters as he may reasonably consider relevant.
- (b) Subject to paragraphs 3(c) and 4(d) of this Part B, the powers of attorney and authorities conferred by this paragraph 4 and any acceptance of a revised Offer and/or any election(s) pursuant thereto shall be irrevocable unless and until the previous acceptor becomes entitled to withdraw his acceptance under paragraph 3 of this Part B and duly and validly does so.
- (c) The deemed acceptance referred to in paragraph 4(a) of this Part B shall not apply, and the authorities conferred by that paragraph shall not be exercised, to the extent that a previous acceptor:
 - (i) in respect of Southbank Shares in certificated form, lodges with Share Registrars, within 14 days of the posting of the document containing the revised Offer, a Form of Acceptance in which he validly elects to receive the consideration receivable by him under such revised Offer in some other manner than that set out in his original or any previous acceptance; or
 - (ii) in respect of Southbank Shares in uncertificated form, sends (or, if a CREST sponsored member, procures that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be varied. Each ESA instruction must, in order for it to be valid and settle, include the following details:
 - (A) the number of Southbank Shares in respect of which the changed election is made, together with their ISIN number which is GB00B11YB607;
 - (B) the member account ID of the previous acceptor, together with his participant ID;
 - (C) the member account ID of the Escrow Agent which is NVCSUK01 included in the relevant Electronic Acceptance, together with the Escrow Agent’s participant ID which is 7RA36;
 - (D) the transaction reference number of the Electronic Acceptance in respect of which the election is to be changed;

(E) the intended settlement date for the changed election;

(F) the corporate action number for the Offer;

and, in order that the desired change of election can be effected, must include:

(G) the member account ID of the Escrow Agent relevant to the new election.

Any such change of election will be conditional upon Share Registrars verifying that the request is validly made. Accordingly Share Registrars will on behalf of Nviro reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) message or a receiving agent accept (AEAN) message as appropriate.

- (d) The deemed acceptance referred to in paragraph 4(a) of this Part B shall not apply, and the authorities conferred by that paragraph shall not be exercised, if as a result thereof, the previous acceptor would (on such basis as Nviro may consider appropriate) thereby receive less in aggregate in consideration under the revised Offer than he would have received in aggregate as a result of acceptance of the Offer in the form in which it was previously accepted by him or on his behalf. The authorities conferred by paragraph 4(a) of this Part B shall not be exercised in respect of any election available under the revised Offer save in accordance with this paragraph.
- (e) Subject to paragraphs 4(c) and (d) of this Part B, Nviro reserves the right to treat an executed Form of Acceptance or TTE instruction (in respect of the Offer in its original or any previously revised form(s)) which is received (or dated) on or after the announcement of any revised Offer as a valid acceptance of the revised Offer and/or, where applicable, a valid election for or acceptance of any of the alternative forms of consideration. Such acceptances shall constitute an authority in the terms of paragraph 4(a) of this Part B, *mutatis mutandis*, on behalf of the relevant Southbank Shareholder.

5. Acceptances and Purchases

Except as otherwise agreed by the Panel:

- (a) an acceptance of the Offer shall not be treated as valid for the purposes of the acceptance condition unless the requirements of Note 4 and, if applicable, Note 6 of Rule 10 of the Code are satisfied in respect of it;
- (b) a purchase of Southbank Shares by Nviro or its nominee(s) or, in the case of a Rule 9 offer, any person acting in concert with Nviro or its nominee will only be treated as valid for the purposes of the acceptance condition if the requirements of Note 5 and, if applicable, Note 6 of Rule 10 of the Code are satisfied in respect of it; and
- (c) before the Offer may become unconditional, Share Registrars must have issued a certificate to Nviro which states the number of Southbank Shares in respect of which acceptances have been received and which comply with paragraph 5(a) of this Part B, and the number of Southbank Shares otherwise acquired, whether before or during the Offer Period, which comply with paragraph 5(b) of this Part B. Copies of the certificate will be sent to the Panel and to the financial advisers of Southbank as soon as possible after issue.

6. General

- (a) Except with the Panel's consent, the Offer will lapse unless all of the conditions have been satisfied or (if capable of waiver) waived or, where appropriate, have been determined by Nviro in its reasonable opinion to be or remain satisfied in each case by midnight on 21 February 2010 or by midnight on the date which is 21 days after the date on which the Offer becomes unconditional, whichever is the later, or such later date(s) as Nviro may, with the Panel's consent, decide. If the Offer lapses for any reason, then it shall cease to be capable of further acceptance and Nviro and Southbank Shareholders shall cease to be bound by prior acceptances.
- (b) Except with the Panel's consent, settlement of the consideration to which any Southbank Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which Nviro may otherwise be, or claim to be, entitled as against such Southbank Shareholder and will be effected in the manner described in Part II of this document.

- (c) The Offer is made on 23 December 2009 and is capable of acceptance from that date. Copies of this document, the Form of Acceptance and any related documents are available from Share Registrars, at the address set out in paragraph 3(a) of this Part B.
- (d) The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance constitute part of the terms of the Offer. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance, unless the context otherwise requires.
- (e)
 - (i) The Offer, all acceptances of it and all elections pursuant to it, the Form of Acceptance, all contracts made pursuant to the Offer, all action taken or made or deemed to be taken or made pursuant to any of these terms and the relationship between a Southbank Shareholder and Nviro, Fairfax or Share Registrars shall be governed by and interpreted in accordance with English law.
 - (ii) Execution of a Form of Acceptance by or on behalf of a Southbank Shareholder will constitute his agreement that the Courts of England are (subject to paragraph 6(e)(iii) of this Part B) to have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Offer and the Form of Acceptance or otherwise arising in connection with the Offer and the Form of Acceptance, and for such purposes that he irrevocably submits to the jurisdiction of the English Courts.
 - (iii) Execution of a Form of Acceptance by or on behalf of an accepting Southbank Shareholder will constitute his agreement that the agreement in paragraph 6(e)(ii) of this Part B is included for the benefit of Nviro and Share Registrars and accordingly, notwithstanding the exclusive agreement in paragraph 6(e)(ii) of this Part B, Nviro and Share Registrars shall each retain the right to, and may in its absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction and that the accepting Southbank Shareholder irrevocably submits to the jurisdiction of the courts of any such country.
- (f) If the expiry date of the Offer is extended, any reference in this document and in the Form of Acceptance to 18 January 2010 shall, except in the definition of “Offer Period” and paragraph 1(a) of this Part B and where the context otherwise requires, be deemed to refer to the expiry date of the Offer as so extended.
- (g) Any omission to despatch this document or the Form of Acceptance or any notice required to be despatched under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is made, or should be made, shall not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person. Subject to paragraph 7 of this Part B, the Offer extends to any such person and to all Southbank Shareholders to whom this document, the Form of Acceptance and any related documents may not be despatched and who may not receive such documents, and such persons may collect copies of those documents from Share Registrars at the address set out in paragraph 3(a) of this Part B.
- (h) If the Offer lapses:
 - (i) in respect of Southbank Shares held in certificated form, Forms of Acceptance, share certificates and/or other documents of title will be returned by post (or by such other method as the Panel may approve) within 14 days of the Offer lapsing, at the risk of the Southbank Shareholder concerned, to the person or agent whose name and address is set out in the relevant Box of the Form of Acceptance or, if none is set out, to the first-named holder at his registered address (no such documents will be sent to an address in a Restricted Jurisdiction); and
 - (ii) in respect of Southbank Shares held in uncertificated form, Share Registrars will, as soon as is reasonably practicable after the Offer lapses (or within such longer period as the Panel may permit), give TFE instructions to Euroclear to transfer all Southbank Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the Southbank Shareholders concerned.

- (i) All powers of attorney, appointments as agent and authorities on the terms conferred by or referred to in this Appendix I or in the Form of Acceptance are given by way of security for the performance of the obligations of the Southbank Shareholder concerned and are irrevocable (in respect of powers of attorney in accordance with section 4 of the Powers of Attorney Act 1971) except in the circumstances where the donor of such power of attorney, appointment or authority is entitled to withdraw his acceptance in accordance with paragraph 3 of this Part B and duly does so.
- (j) Without prejudice to any other provisions of this Part B, Nviro reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places or in any manner determined by either of them or otherwise than as set out in this document or, in respect of Southbank Shares held in certificated form, in the Form of Acceptance.
- (k) All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from any Southbank Shareholders will be delivered by or sent to or from them (or their designated agents) at their risk. No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) and/or other document(s) of title will be given by or on behalf of Nviro.
- (l) Nviro reserves the right to notify any matter (including the making of the Offer) to all or any Southbank Shareholder(s) with (i) registered addresses outside the UK or (ii) whom Nviro knows to be nominees, trustees or custodians for such Southbank Shareholder(s) with registered addresses outside the UK by announcement or paid advertisement in any daily newspaper published and circulated in the UK or any part thereof, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any such shareholders to receive or see such notice. All references in this document to notice in writing (other than in paragraph 3 of this Part B) shall be construed accordingly.
- (m) If sufficient acceptances are received and/or sufficient Southbank Shares are otherwise acquired, Nviro intends to apply the provisions of sections 979 to 982 of the 2006 Act to acquire compulsorily any outstanding Southbank Shares.
- (n) Nviro intends, after it announces that all of the conditions to the Offer have been satisfied or (if capable of waiver) waived, to procure the making of an application by Southbank to CISX for the cancellation of admission to the CISX of the Southbank Shares. Your acceptance of the Offer shall also constitute your acceptance to the cancellation of admission to the CISX of the Southbank Shares.
- (o) Execution of a Form of Acceptance will constitute an instruction to Nviro that, on the Offer becoming unconditional in all respects, all mandates and other instructions or notices recorded in Southbank's records immediately prior to the Offer becoming so unconditional in relation to Southbank Shares will, unless and until revoked or varied, continue in full force, *mutatis mutandis*, in relation to the Consideration Shares allotted or issued to Southbank Shareholders pursuant to the Offer.
- (p) If the Panel requires Nviro to make an offer for Southbank Shares under the provisions of Rule 9 of the Code, Nviro may make such alterations to the conditions of the Offer as are necessary to comply with the provisions of that Rule.
- (q) All references in this Appendix I to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date of this document).
- (r) In relation to any acceptance of the Offer in respect of a holding of Southbank Shares which are in uncertificated form, Nviro reserves the right to make such alterations, additions or modifications as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST or otherwise, provided such alterations, additions or modifications are consistent with the requirements of the Code or are otherwise made with the Panel's consent.
- (s) For the purposes of this document, the time of receipt of a TTE instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.

- (t) Except with the consent of the Panel, shares which have been borrowed by Nviro may not be counted towards filling an acceptance condition.

7. Overseas shareholders

- (a) The making of the Offer in, or to persons resident in, or to nationals or citizens of, jurisdictions outside the UK or to nominees of, or custodians or trustees for, citizens or nationals of other countries (“overseas shareholders”) may be affected by the laws of the relevant jurisdictions. Such overseas shareholders should inform themselves about and observe any applicable legal requirements. It is the responsibility of any overseas shareholder wishing to accept the Offer to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, including obtaining any governmental, exchange control or other consents which may be required, or compliance with other necessary formalities needing to be observed and payment of any issue, transfer or other taxes or duties due in such jurisdiction. Any such overseas shareholder will be responsible for any such issue, transfer or other taxes or other payments by whomsoever payable and Nviro (and any person acting on behalf of them) shall be fully indemnified and held harmless by such shareholder for any such issue, transfer or other taxes or duties as Nviro (and any person acting on behalf of them) may be required to pay. **If you are an overseas shareholder and you are in doubt about your position, you should consult your independent professional adviser in the relevant jurisdiction.**
- (b) In particular the Offer is not being made in or into and is not capable of acceptance in or from a Restricted Jurisdiction. In addition, it is not currently intended that the Offer will be made, directly or indirectly, in or into or by use of the mails or any means or instrumentality (including, without limitation, by means of facsimile or electronic transmission, telephone or internet) of interstate or foreign commerce of, or any facilities of a securities exchange of, or in or into, the United States. Accordingly, copies of this document, the Form of Acceptance and any related offering documents are not being, and must not be, mailed or otherwise distributed or sent in or into the United States. Persons receiving such documents (including without limitation, custodians, trustees and nominees) must not mail, forward, or distribute or send them, directly or indirectly, in, into or from a Restricted Jurisdiction or use a Restricted Jurisdiction’s mail or any such means or instrumentality or facility for any purpose, directly or indirectly, in connection with the Offer. Doing so may invalidate any purported acceptance of the Offer. Persons wishing to accept the Offer must not use such mails or any such means or instrumentality or facility directly or indirectly for any purpose directly or indirectly related to acceptance of the Offer. Envelopes containing a Form of Acceptance should not be postmarked in a Restricted Jurisdiction or otherwise despatched from a Restricted Jurisdiction and all accepting Southbank Shareholders must provide addresses outside a Restricted Jurisdiction for the receipt of certificates for the Consideration Shares, or for the return of the Form of Acceptance, share certificates and/or other document(s) of title.
- (c) The Consideration Shares have not been and will not be registered under the US Securities Act, or any state securities laws, nor have relevant clearances been obtained from the securities commission or similar authority of any province or territory in Canada and no prospectus has been filed or registration made under any securities laws of any province or territory of Canada, nor has a prospectus in relation to the Consideration Shares been lodged with or registered by the Australian Securities Commission, nor have any steps been taken to enable the Consideration Shares to be offered in compliance with applicable securities laws of the Republic of South Africa or Japan. The Consideration Shares may not be offered, sold, resold, delivered or transferred, directly or indirectly, in or into the United States or to, or for the account or benefit of, US persons, or in or into Canada, Australia, the Republic of South Africa or Japan.
- (d) A Southbank Shareholder will be deemed not to have validly accepted the Offer if:
 - (i) he puts “NO” in Box 4 of the Form of Acceptance and thereby does not give the representations and warranties set out in paragraph (b) of Part C of this Appendix I;
 - (ii) having had inserted in or having completed Box 3 of the Form of Acceptance with a registered address in a Restricted Jurisdiction, he does not insert in Box 5 of the Form of Acceptance the

name and address of a person or agent outside a Restricted Jurisdiction to whom he wishes the consideration to which he is entitled under the Offer and/or any documents to be sent;

- (iii) he inserts in Box 5 of the Form of Acceptance the name and address of a person or agent in a Restricted Jurisdiction to whom he wishes the consideration to which he is entitled under the Offer and/or any documents to be sent; or
- (iv) in any case, the Form of Acceptance received from him is received in an envelope postmarked in, or which otherwise appears to Nviro or its agent to have been sent from, a Restricted Jurisdiction; or
- (v) he makes a Restricted Escrow Transfer pursuant to paragraph 7(h) below unless he also makes a related Restricted ESA instruction which is accepted by Share Registrars.

Nviro reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in paragraph (b) of Part C or (as the case may be) Part D of this Appendix I could have been truthfully given by the relevant Southbank Shareholder and, if such investigation is made and, as a result, Nviro cannot satisfy itself that such representation and warranty was true and correct, the acceptance shall not be valid. Nviro will not issue Consideration Shares or authorise the delivery of any documents of title in respect of Consideration Shares in, into or from a Restricted Jurisdiction or to any person (i) who is, or who Nviro has reason to believe is, a US person or resident in Canada, Australia, the Republic of South Africa or Japan or (ii) who is unable or fails to give the representations and warranties set out in paragraph (b) of Part C or (as the case may be) Part D of this Appendix I or (iii) with a registered address in a Restricted Jurisdiction.

- (e) If, in connection with the making of the Offer, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees), whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Form of Acceptance or any related offering documents, in, into or from a Restricted Jurisdiction or uses the mails of, or any means or instrumentality (including without limitation, facsimile or electronic transmission, telephone or internet) of interstate or foreign commerce of, or any facility of a national securities exchange of, a Restricted Jurisdiction in connection with such forwarding, such person should:
 - (i) inform the recipient of such fact;
 - (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
 - (iii) draw the attention of the recipient to this paragraph 7.
- (f) If any written notice from a Southbank Shareholder withdrawing his acceptance in accordance with paragraph 3 of Part B of this Appendix I is received in an envelope postmarked in, or which otherwise appears to Nviro or its agents to have been sent from, a Restricted Jurisdiction, Nviro reserves the right in its absolute discretion to treat that notice as invalid.

Any acceptance of the Offer by Southbank Shareholders who are unable to give the representations and warranties set out in paragraph (b) of Part C or (as the case may be) Part D of this Appendix I is liable to be disregarded.

- (g) These provisions and any other terms of the Offer relating to overseas shareholders may be waived, varied or modified as regards specific Southbank Shareholders or on a general basis by Nviro in its absolute discretion. Subject thereto, the provisions of this paragraph 7 supersede any terms of the Offer inconsistent with them. References in this paragraph 7 to a Southbank Shareholder include references to the person or persons executing a Form of Acceptance and, if more than one person executes the Form of Acceptance, the provisions of this paragraph 7 shall apply to them jointly and severally.
- (h) If a Southbank Shareholder holding Southbank Shares in uncertificated form cannot give the warranty set out in (b) of Part D of this Appendix I, but nevertheless can provide evidence satisfactory to Nviro that he can accept the Offer in compliance with all relevant legal and regulatory requirements, he may only purport to accept the Offer by sending (or if a CREST sponsored member,

procuring that his CREST sponsor sends) both (i) a Transfer to Escrow instruction to a designated escrow balance detailed below (a “Restricted Escrow Transfer”) and (ii) one or more valid ESA instructions (a “Restricted ESA instruction”). Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA instruction(s) settle in CREST and Nviro decides, in its absolute discretion, to exercise its right described in paragraph 7(g) of Part B of this Appendix I to waive, vary or modify the terms of the Offer relating to overseas shareholders, to the extent required to permit such acceptance to be made, in each case during the acceptance period set out in paragraph 1(a) of Part B of this Appendix I. If Nviro accordingly decides to permit such acceptance to be made, Share Registrars will on behalf of Nviro accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, Share Registrars will on behalf of Nviro reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message. Each Restricted Escrow Transfer must, in order for it to be valid and settle, include the following details:

- (i) the corporate action ISIN number for the Southbank Shares which is GB00B11YB607;
- (ii) the number of Southbank Shares in respect of which the Offer is to be accepted;
- (iii) the member account ID and participant ID of the Southbank Shareholder;
- (iv) the participant ID of the Escrow Agent (7RA36) and its member account ID specific to a Restricted Escrow Transfer (RESTRICT);
- (v) the intended settlement date;
- (vi) the corporate action number for the Offer which is allocated by CREST and can be found by viewing the relevant corporate action details in CREST; and
- (vii) input with standard delivery instruction priority of 80.

Each Restricted ESA instruction must, in order for it to be valid and settle, include the following details:

- (i) the corporate action ISIN number for the Southbank Shares which is GB00B11YB607;
- (ii) the number of Southbank Shares relevant to that Restricted ESA instruction;
- (iii) the member account ID and participant ID of the accepting Southbank Shareholder;
- (iv) the member account ID and participant ID of the Escrow Agent (7RA36) set out in the Restricted Escrow Transfer (RESTRICT);
- (v) the transaction reference number of the Restricted Escrow Transfer to which the Restricted ESA instruction relates;
- (vi) the intended settlement date;
- (vii) the corporate action number for the Offer; and
- (viii) input with standard delivery instruction priority 80.

PART C

Form of Acceptance

Each Southbank Shareholder by whom, or on whose behalf, a Form of Acceptance is executed irrevocably undertakes, represents, warrants and agrees to and with Nviro and Share Registrars (so as to bind him, his personal representatives, heirs, successors and assigns) to the following effect:

- (a) that the execution of the Form of Acceptance, whether or not any boxes are completed, shall constitute an acceptance of the Offer in respect of the number of Southbank Shares in certificated form inserted or deemed to be inserted in Box 1 of the Form of Acceptance on and subject to the terms and conditions set out or referred to in this document and in the Form of Acceptance and that, subject only to the rights of withdrawal set out or referred to in paragraph 3 of Part B of this Appendix I, each such acceptance shall be irrevocable;
- (b) unless “NO” is put in Box 4 of the Form of Acceptance, that such Southbank Shareholder:
 - (i) has not received or sent copies or originals of this document, the Form of Acceptance or any related offering documents in, into or from a Restricted Jurisdiction, has not utilised in connection with the Offer, directly or indirectly, the mails of or any means of instrumentality (including, without limitation, by means of facsimile or electronic transmission, telephone or internet) of interstate or foreign commerce of, or any facilities of a securities exchange of, a Restricted Jurisdiction, was outside a Restricted Jurisdiction when the Form of Acceptance was delivered and at the time of accepting the Offer, and is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside a Restricted Jurisdiction;
 - (ii) is not acquiring and will not hold any Consideration Shares for the account or benefit of a US person or with a view to or for the purposes of the offer, sale or delivery, directly or indirectly, of any Consideration Shares in or into a Restricted Jurisdiction;
 - (iii) the Form of Acceptance has not been mailed or otherwise sent in, into or from a Restricted Jurisdiction or signed in any of those jurisdictions and such shareholder is accepting the Offer from outside a Restricted Jurisdiction; and
 - (iv) (if such Southbank Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom) has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities and paid any issue, transfer or other taxes or duties or other payments due in such jurisdiction in connection with his acceptance of the Offer and that such acceptance will not result in Nviro or the Nviro Directors, officers, agents or employees acting in breach of any legal or regulatory requirements in such jurisdiction;
- (c) that the execution of the Form of Acceptance constitutes, subject to the Offer becoming unconditional in all respects in accordance with its terms and to an accepting Southbank Shareholder not having validly withdrawn his acceptance, the irrevocable appointment of Nviro and each of the Nviro Directors as such shareholder’s attorney and/or agent (the attorney) and an irrevocable instruction and authorisation to the attorney:
 - (i) to complete and execute all or any form(s) of transfer and/or other document(s) at the discretion of the attorney in relation to the Southbank Shares referred to in paragraph (a) of this Part C in favour of Nviro or such other person or persons as Nviro or its agents may direct;
 - (ii) to deliver such form(s) of transfer and/or other document(s) in the attorney’s discretion and/or the certificate(s) and/or other document(s) of title relating to such Southbank Shares for registration within 6 months of the Offer becoming unconditional in all respects; and
 - (iii) to do all such other acts and things as may in the attorney’s opinion be necessary or expedient for the purpose of, or in connection with, the acceptance of the Offer pursuant to the Form of

Acceptance and to vest the Southbank Shares referred to in paragraph (a) of this Part C in Nviro or its nominee;

- (d) that, in relation to Southbank Shares in certificated form, the execution of the Form of Acceptance constitutes, subject to the Offer becoming unconditional in all respects and to an accepting Southbank Shareholder not having validly withdrawn his acceptance, an irrevocable authority and request:
 - (i) to Southbank or its agents to procure the registration of the transfer of those Southbank Shares pursuant to the Offer and the delivery of the share certificate(s) and/or other document(s) of title in respect of the Southbank Shares to Nviro or as it may direct;
 - (ii) subject to the provisions of paragraph 7 of Part B of this Appendix I, to Nviro and its agents to procure that such Southbank Shareholder's name is entered on the register of members of Nviro in respect of any Consideration Shares to which he becomes entitled pursuant to the Offer and to procure the issue of a definitive certificate for such Consideration Shares;
 - (iii) to Nviro and its agents to procure the despatch by post (or by such other method as the Panel may approve) of document(s) of title for any New Nviro Share(s) to which an accepting Southbank Shareholder is entitled, at the risk of such shareholder, to the person or agent whose name and address outside a Restricted Jurisdiction is set out in Box 1 of the Form of Acceptance, or if no name and address is set out in Box 1, to the first named holder at his registered address outside a Restricted Jurisdiction;
- (e) that the execution of the Form of Acceptance and its delivery constitutes a separate authority to Nviro and/or the Nviro Directors within the terms of paragraph 4 of Part B of this Appendix I in respect of the Southbank Shares in certificated form referred to in paragraph (a) of this Part C;
- (f) that, subject to the Offer becoming or being declared unconditional in all respects (or if the Offer will become unconditional in all respects or lapse immediately upon the outcome of the resolution in question or if the Panel consents) and pending registration:
 - (i) Nviro or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting of Southbank or of any class of its shareholders) attaching to any Southbank Shares in certificated form in respect of which the Offer has been accepted or is deemed to have been accepted and not validly withdrawn; and
 - (ii) the execution of a Form of Acceptance in respect of the Southbank Shares comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
 - (A) constitutes an authority to Southbank from such Southbank Shareholder to send any notice, circular, warrant, document or other communication which may be required to be sent to him/her as a member of Southbank to Nviro at its registered office;
 - (B) constitutes an authority to Nviro or any Nviro Director to sign any consent to short notice of a general or separate class meeting as his attorney and/or agent and on his behalf and/or to attend and/or execute a form of proxy in respect of such Southbank Shares appointing any person nominated by Nviro to attend general and separate class meetings of Southbank (and any adjournments thereof) and to exercise the votes attaching to such shares on his behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding condition of the Offer; and
 - (C) will also constitute the agreement of such Southbank Shareholder not to exercise any of such rights without the consent of Nviro and the irrevocable undertaking of such Southbank Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting;
- (g) that he will deliver or procure the delivery to Share Registrars at the address referred to in paragraph 3(a) of Part B of this Appendix I of his share certificate(s) or other document(s) of title in respect of all Southbank Shares in certificated form held by him in respect of which the Offer has

been accepted or is deemed to have been accepted and not validly withdrawn, or an indemnity acceptable to Nviro in lieu thereof, as soon as possible and in any event within 6 months of the Offer becoming unconditional in all respects;

- (h) that he is the sole legal and beneficial owner of the Southbank Shares in certificated form in respect of which the Offer is accepted or deemed to be accepted or he is the legal owner of such Southbank Shares and he has the necessary capacity and authority to execute the Form of Acceptance;
- (i) that the Southbank Shares in certificated form in respect of which the Offer is accepted or deemed to be accepted are sold fully paid up and free from all liens, equities, charges, encumbrances and other third party rights and/or interests and together with all rights now or hereafter attaching thereto, including voting rights and the right to receive and retain all dividends, interests and other distributions (if any) declared, made or paid after 23 December 2009;
- (j) that the terms and conditions of the Offer contained in this document shall be deemed to be incorporated in, and form part of, the Form of Acceptance which shall be read and construed accordingly;
- (k) that he will do all such acts and things as shall be necessary or expedient to vest the Southbank Shares referred to in paragraph (a) of this Part C in Nviro or its nominee(s) or such other persons as it may decide;
- (l) that he agrees to ratify each and every act or thing which may be done or effected by Nviro or Share Registrars or any Nviro Director or any director of Share Registrars or their respective agents or Southbank or its agents, as the case may be, in the exercise of any of his powers and/or authorities under this document;
- (m) that the execution of the Form of Acceptance constitutes his agreement to the terms of paragraphs 6(e)(i), (ii) and (iii) of Part B of this Appendix I;
- (n) that on execution the Form of Acceptance shall take effect as a deed; and
- (o) that if any provision of Part B or Part C of this Appendix I shall be unenforceable or invalid or shall not operate so as to afford Nviro or Share Registrars or any director of any of them the benefit or authority expressed to be given therein, he shall with all practicable speed do all such acts and things and execute all such documents as may be required to enable Nviro and/or Share Registrars and/or any director of any of them to secure the full benefits of Part B and this Part C.

References in this Part C to a Southbank Shareholder shall include references to the person or persons executing a Form of Acceptance, and if more than one person executes a Form of Acceptance, the provisions of this Part C shall apply to them jointly and severally.

PART D

Electronic Acceptance

Each Southbank Shareholder by whom, or on whose behalf, an Electronic Acceptance is made irrevocably undertakes, represents, warrants and agrees to and with Nviro and Share Registrars (so as to bind him, his personal representatives, heirs, successors and assigns) to the following effect:

- (a) that the Electronic Acceptance shall constitute an acceptance of the Offer in respect of the number of Southbank Shares in uncertificated form to which the relevant TTE instruction relates on and subject to the terms and conditions set out or referred to in this document and that, subject only to the rights of withdrawal set out or referred to in paragraph 3 of Part B of this Appendix I, each such acceptance shall be irrevocable;
- (b)
 - (i) that such Southbank Shareholder has not received or sent copies or originals of this document, the Form of Acceptance or any related offering documents, in, into or from a Restricted Jurisdiction, has not utilised in connection with the Offer, directly or indirectly, the mails of or any means of instrumentality (including, without limitation, by means of facsimile or electronic transmission, telephone or internet) of interstate or foreign commerce of, or any facilities of a securities exchange of, a Restricted Jurisdiction, was outside the United States at the time of the input and settlement of the relevant TTE instruction(s), and in respect of the Southbank Shares to which an Electronic Acceptance relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside a Restricted Jurisdiction;
 - (ii) is not acquiring and will not hold any Consideration Shares for the account or benefit of a US person or with a view to or for the purposes of the offer, sale or delivery, directly or indirectly, of any Consideration Shares in or into a Restricted Jurisdiction; and
 - (iii) that no TTE instruction has been sent from a Restricted Jurisdiction and such Southbank Shareholder is accepting the Offer from outside a Restricted Jurisdiction;
- (c) that the Electronic Acceptance constitutes, subject to the Offer becoming unconditional in all respects in accordance with its terms and to an accepting Southbank Shareholder not having validly withdrawn his acceptance, the irrevocable appointment of Nviro as such shareholder's attorney and/or agent (the attorney) and an irrevocable instruction and authorisation to the attorney to do all such acts and things as may in the attorney's opinion be necessary or expedient for the purpose of or in connection with, the acceptance of the Offer and to vest the Southbank Shares referred to in paragraph (a) of this Part D in Nviro or its nominee;
- (d) that the Electronic Acceptance constitutes the irrevocable appointment of Share Registrars as such shareholder's attorney and an irrevocable instruction and authority to the attorney (i) subject to the Offer becoming unconditional in all respects in accordance with its terms and to an accepting Southbank Shareholder not having validly withdrawn his acceptance, to transfer to itself (or to such other person or persons as Nviro or its agents may direct) by means of CREST all or any of the Southbank Shares in uncertificated form (but not exceeding the number of Southbank Shares in uncertificated form in respect of which the Offer is accepted or deemed to be accepted) and (ii), if the Offer does not become unconditional in all respects, to give instructions to Euroclear, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 days of the lapsing of the Offer), to transfer all such Southbank Shares to the original available balance of the accepting Southbank Shareholder;
- (e) that the Electronic Acceptance constitutes, subject to the Offer becoming unconditional in all respects and to an accepting Southbank Shareholder not having validly withdrawn his acceptance, an irrevocable authority and request:
 - (i) to Nviro or its agents to issue any Consideration Shares to which such shareholder is entitled in uncertificated form, provided that (aa) Nviro may (if, for any reason, it wishes to do so) determine that all or any of such Consideration Shares shall be issued in certificated form and

- (bb) if the Southbank Shareholder concerned is a CREST member whose registered address is in a Restricted Jurisdiction, any Consideration Shares to which such shareholder is entitled shall be issued in certificated form and, at the risk of such shareholder, any relevant share certificates shall be despatched to the first named holder at his registered address outside a Restricted Jurisdiction or as otherwise determined by Nviro;
- (ii) subject to the provisions of paragraph 7 of Part B of this Appendix I, to Nviro and its agents to procure that such Southbank Shareholder's name is entered on the register of members of Nviro in respect of any Consideration Shares to which he becomes entitled pursuant to the Offer;
- (f) that the Electronic Acceptance constitutes a separate authority to Nviro and/or the Nviro Directors within the terms of paragraph 5 of Part B of this Appendix I in respect of the Southbank Shares in uncertificated form referred to in paragraph (a) of this Part D;
- (g) that, subject to the Offer becoming or being declared unconditional in all respects (or if the Offer will become unconditional in all respects or lapse immediately upon the outcome of the resolution in question or if the Panel consents) and pending registration:
- (i) Nviro or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting of Southbank or of any class of its shareholders) attaching to any Southbank Shares in uncertificated form in respect of which the Offer has been accepted or is deemed to have been accepted and not validly withdrawn; and
- (ii) an Electronic Acceptance in respect of the Southbank Shares comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
- (A) constitutes an authority to Southbank from such Southbank Shareholder to send any notice, circular, warrant, document or other communication which may be required to be sent to him/her as a member of Southbank (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Southbank Shares into certificated form) to Nviro at its registered office;
- (B) constitutes an authority to Nviro or any Nviro Director to sign any consent to short notice of a general or separate class meeting as his attorney and/or agent and on his behalf and/or attend and/or execute a form of proxy in respect of such Southbank Shares appointing any person nominated by Nviro to attend general and separate class meetings of Southbank (and any adjournments thereof) and to exercise the votes attaching to such shares on his behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding condition of the Offer; and
- (C) will also constitute the agreement of such Southbank Shareholder not to exercise any of such rights without the consent of Nviro and the irrevocable undertaking of such Southbank Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting;
- (h) that he is the sole legal and beneficial owner of the Southbank Shares in uncertificated form in respect of which the Offer is accepted or deemed to be accepted or he is the legal owner of such Southbank Shares and he has the necessary capacity and authority to effect an Electronic Acceptance;
- (i) that the Southbank Shares in uncertificated form in respect of which the Offer is accepted or deemed to be accepted are sold fully paid up and free from all liens, equities, charges, encumbrances and other third party rights and/or interests and together with all rights now or hereafter attaching thereto, including voting rights and the right to receive and return all dividends, interests and other distributions (if any) declared, made or paid after 23 December 2009;
- (j) that he will do all such acts and things as shall be necessary or expedient to vest the Southbank Shares referred to in paragraph (a) of this Part D in Nviro or its nominee(s) or such other persons as it may decide and all such acts and things as may be necessary or expedient to enable Share Registrars to perform its functions as Escrow Agent for the purposes of the Offer;

- (k) that he agrees to ratify each and every act or thing which may be done or effected by Nviro or Share Registrars or any Nviro Director or any director of Share Registrars or their respective agents or Southbank or its agents, as the case may be, in the exercise of any of his powers and/or authorities under this document;
- (l) that if, for any reason, any Southbank Shares in respect of which a TTE instruction has been effected in accordance with paragraph 11 of Part II of this document are converted to certificated form, he will (without prejudice to paragraph (g)(ii)(A) of this Part D) immediately deliver or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such Southbank Shares as so converted to Share Registrars at the address referred to in paragraph 3(a) of Part B of this Appendix I or to Nviro at its registered office or as Nviro or its agents may direct; and he shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Part C of this Appendix I in relation to such Southbank Shares;
- (m) that the making of an Electronic Acceptance constitutes his agreement to the terms of paragraphs 6(e)(i), (ii) and (iii) of Part B of this Appendix I;
- (n) that, by virtue of the CREST Regulations, the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the relevant Southbank Shareholder in the terms of all the powers and authorities expressed to be given by Part B, this Part D and (where applicable by virtue of paragraph (l) above) Part C of this Appendix I to Nviro, Share Registrars and any of their respective agents;
- (o) that if any provision of Part B or Part D of this Appendix I shall be unenforceable or invalid or shall not operate so as to afford Nviro or Share Registrars or any director of any of them the benefit or authority expressed to be given therein, he shall with all practicable speed do all such acts and things and execute all such documents that may be required to enable Nviro and/or Share Registrars and/or any director of either of them to secure the full benefits of Part B and this Part D.

References in this Part D to a Southbank Shareholder shall include references to the person or persons making an Electronic Acceptance.

APPENDIX II

ADDITIONAL INFORMATION

1. RESPONSIBILITY FOR INFORMATION IN THIS DOCUMENT

- (a) The issue of this document has been approved by the Nviro Board. The Nviro Directors, whose names are set out in paragraph 2(a) below, accept responsibility for the information contained in this document save for the information for which the Southbank Directors accept responsibility for in accordance with paragraph 1(b) below. Subject as aforesaid, to the best of the knowledge and belief of the Nviro Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information. Each of the Nviro Directors accepts responsibility accordingly.
- (b) The Southbank Directors, whose names are set out in paragraph 2(b) below, accept responsibility for the information contained in this document relating to the Southbank Group, the Southbank Directors and their immediate families. Subject as aforesaid, to the best of the knowledge and belief of the Southbank Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information. Each of the Southbank Directors accepts responsibility accordingly.

2. DIRECTORS

(a) **Nviro**

The Nviro Directors and their respective functions are:

Duncan Roy Sedgwick, *Non-executive Interim Chairman*

Christopher Graeme Every, *Chief Executive Officer*

Christopher Tawney, *Chief Financial Officer*

Elizabeth Jane Glare Cooper, *Non-executive Director*

Andrew James Cosentino, *Non-executive Director*

Philip Thomas Hollobone, *Non-executive Director*

Each of the Nviro Directors has a business address at 18 Hanover Square, London W1S 1HX. The registered office of Nviro is Burleigh Manor, Peel Road, Douglas, Isle of Man IM1 5EP.

(b) **Southbank**

Southbank is a public limited company incorporated under the laws of England and Wales with company number 05474162.

The Southbank Directors and their respective functions are:

John Joseph May, *Chairman*

Ewan Wade Royston Lloyd-Baker, *Chief Executive Officer*

Nicholas Guy Flanagan, *Finance Director*

Nicholas Paul David Winks, *Non-executive Director*

Each of the Southbank Directors has a business address at 19 Crown Passage, St James's Street, London SW1Y 6PP, which is also the registered office.

3. LONDON STOCK EXCHANGE MARKET QUOTATIONS

The following table shows the middle market closing quotations of an Nviro Share and a Southbank Share as derived from the AIM section of the Daily Official List and CISX prices respectively for the first dealing day in each of the six months prior to the date of this document and on 19 November 2009 (being the last dealing day prior to the commencement of the offer period and the latest available date prior to the publication of this document):

Date	Nviro price	Southbank price
1 December 2009	5.5p	5p
19 November 2009	5.5p	5p
2 November 2009	7.5p	5p
1 October 2009	8.625p	5p
1 September 2009	7.0p	5p
3 August 2009	6.5p	5p
1 July 2009	6.75p	5p

4. DISCLOSURE OF INTERESTS, UNDERTAKINGS AND DEALINGS

(a) Definitions and references

For the purposes of this paragraph 4:

- (i) “**acting in concert**” refers to persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control of a company or to frustrate the successful outcome of an offer for a company, and associates of Nviro are presumed to be acting in concert with Nviro for the purposes of the City Code;
- (ii) an “**arrangement**” includes any indemnity or option arrangement and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing;
- (iii) “**associate**” means, in relation to a company:
 - (A) subsidiaries and associated companies of such company and companies of which any such subsidiaries or associated companies are associated companies (“**relevant companies**”);
 - (B) banks, financial and other professional advisers (including stockbrokers) to such company, as the case may be, or any relevant company, including persons controlling, controlled by or under the same control as such banks, financial or other professional advisers;
 - (C) the directors of such company or the directors of any relevant company (together in each case with their close relatives and related trusts);
 - (D) the pension funds of such company or of any relevant company;
 - (E) an investment company, unit trust or other person whose investments an associate manages on a discretionary basis, in respect of the relevant investment accounts;
 - (F) a person who owns or controls 5 per cent. or more of any class of relevant securities issued by such company, including a person who as a result of any transaction owns or controls 5 per cent. or more;
 - (G) a company having a material trading arrangement with such company, and for the purposes of this definition, a “**bank**” does not include a bank whose sole relationship with such company is the provision of normal commercial banking services or such activities in connection with the Offer as handling acceptances and other registration work; and
 - (H) an employee benefit trust of a relevant company;
- (iv) ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and “**control**” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights of a company irrespective of whether such interest or interests give *de facto* control;
- (v) “**dealing**” or “**dealt**” includes:
 - (A) acquiring or disposing of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or of general control of relevant securities;

- (B) taking, granting, acquiring, disposing of, entering into, closing out, terminating, exercising or varying an option in respect of any relevant securities;
 - (C) subscribing or agreeing to subscribe for relevant securities;
 - (D) exercising or converting any relevant securities carrying conversion or subscription rights;
 - (E) acquiring, disposing of, entering into, closing out, exercising of any rights under, or varying, a derivative referenced, directly or indirectly, to relevant securities;
 - (F) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and
 - (G) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;
- (vi) “**derivative**” includes any financial product whose value, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security but which does not include the possibility of delivery of such underlying security;
 - (vii) “**disclosure date**” means 23 December 2009 being the latest practicable date prior to publication of this document;
 - (viii) “**disclosure period**” means the period commencing on 20 November 2008 (being the date 12 months prior to the commencement of the Offer Period) and ending on the disclosure date.
 - (ix) “**interest**” in relevant securities includes where a person:
 - (A) owns relevant securities;
 - (B) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or has general control of them;
 - (C) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire relevant securities or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
 - (D) is party to any derivative whose value is determined by reference to their price and which results, or may result, in his having a long position in them;
 - (x) “**Nviro securities**” means any shares in the capital of Nviro or any securities convertible into or rights to subscribe for or options in respect of shares in the capital of Nviro;
 - (xi) “**relevant securities**” means Nviro securities and Southbank securities;
 - (xii) “**Southbank securities**” means any shares in the capital of Southbank or any securities convertible into or rights to subscribe for or options in respect of shares in the capital of Southbank; and
 - (xiii) “**short position**” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative.
- (b) **Shareholdings, interests and dealings in Nviro securities**
- (i) The interests of the Nviro Directors and their immediate families in Nviro securities are set out in paragraph 8 of Part VI of the Admission Document. Save as disclosed in that paragraph 8 of Part VI of the Admission Document, none of the Nviro Directors, nor their immediate families nor any person connected with a Nviro Director (within the meaning of section 252 of the 2006 Act) have any interest in Nviro securities or any of its subsidiaries, whether beneficial or non-beneficial.
 - (ii) There are no persons acting in concert, for the purposes of the City Code, with Nviro.

- (iii) Nviro and the Nviro Directors are deemed to be acting in concert with each other in relation to the Acquisition.
- (iv) On 22 December, Nviro issued 6 new ordinary shares in the Company following an exercise of options by Chris Every, a director of the Company at an exercise price of 10 pence per share for a total consideration of 60 pence. Save for this dealing, no dealings for value in Nviro securities by Nviro, persons acting in concert with Nviro, associates of Nviro or Nviro Directors and their immediate families, have taken place during the disclosure period.

(c) **Shareholdings, interests and dealings in Southbank securities**

- (i) Nviro has no interest in any Southbank securities.
- (ii) As at the close of business on the disclosure date, none of the Nviro Directors, their immediate families or any person connected with a Nviro Director (within the meaning of section 252 of the 2006 Act) have any interest in Southbank securities or any of the Southbank Group, whether beneficial or non-beneficial.
- (iii) As at the close of business on the disclosure date, the Southbank Directors, their immediate families or any person connected with a Southbank Director (within the meaning of section 252 of the 2006 Act) have the following interests in Southbank securities:

Name	Number of Southbank Shares
Ewan Lloyd-Baker	89,300,000
Tristan Lloyd-Baker	24,200,000
Lloyds Bank (Branches) Nominees Limited ⁽¹⁾	6,250,000
John May	3,000,000

(1) These 6,250,000 Southbank Shares are owned by Ewan Lloyd-Baker and were charged as security in favour of LloydsTSB Group plc on 25 May 2007. Ewan Lloyd-Baker currently retains the beneficial interest and voting rights associated with these shares.

- (iv) There were no dealings for value in Southbank securities by Nviro, persons acting in concert with Nviro, associates of Nviro or Nviro Directors and their immediate families, have taken place during the disclosure period.
- (v) No dealings for value in Southbank securities by Southbank, persons acting in concert with Southbank, associates of Southbank or Southbank Directors and their immediate families, have taken place during the disclosure period.
- (vi) The following employee of companies in the Southbank Group has the following options granted to him under the Southbank Option Schemes:

Name	Number of options	Exercise price
Ewan Lloyd-Baker	85,047,824	0.02p

Each of the Southbank Optionholders has entered into an irrevocable undertaking in respect of their options and pursuant to the terms of this agreement has agreed to exercise their options by no later than 18 January 2010, being the first closing date of the Offer.

(d) **General**

Save as disclosed in this document, as at the close of business on the disclosure date:

- (i) none of Nviro nor any of the Nviro Directors or their immediate families and relatives or any persons acting or deemed to be acting in concert with Nviro nor, so far as the Nviro Directors are aware, any associate of Nviro:
 - (A) had any interest in or a right to subscribe for any relevant securities;
 - (B) engaged in dealing in any relevant securities during the disclosure period;
 - (C) had any short position in, was party to any agreement to sell, or subject to any delivery obligation in respect of, or had the right to require another person to purchase or take delivery of, any relevant securities; or

- (D) had borrowed or lent any relevant securities;
- (ii) none of Southbank nor any of the Southbank Directors or their immediate families and relatives or any persons acting or deemed to be acting in concert with Southbank nor, so far as the Southbank Directors are aware, any associate of Southbank:
 - (A) had any interest in or a right to subscribe for any relevant securities;
 - (B) engaged in dealing in any relevant securities during the disclosure period;
 - (C) had any short position in, was party to any agreement to sell, or subject to any delivery obligation in respect of, or had the right to require another person to purchase or take delivery of, any relevant securities; or
 - (D) had borrowed or lent any relevant securities;
- (iii) neither Nviro nor any person acting in concert with Nviro nor, so far as the Nviro Directors are aware, any associate of Nviro is party to any arrangement of the kind referred to in paragraph 4(a)(ii);
- (iv) neither Southbank nor any person acting in concert with Southbank nor, so far as the Southbank Directors are aware, any associate of Southbank is party to any arrangement of the kind referred to in paragraph 4(a)(ii);
- (v) no agreement, arrangement or understanding (including any compensation arrangement) exists between Nviro or any party acting in concert with it and any of the Southbank Directors, recent directors of Southbank, shareholders or recent shareholders of Southbank, or any person interested or recently interested in Southbank securities, having any connection with, or dependence upon, the Offer;
- (vi) no agreement, arrangement or understanding (including any compensation arrangement) exists between Southbank or any party acting in concert with it and any of the Nviro Directors, recent directors of Nviro, shareholders or recent shareholders of Nviro, or any person interested or recently interested in Nviro securities, having any connection with, or dependence upon, the Offer;
- (vii) no arrangement exists between Nviro, Southbank or any associate in relation to relevant securities;
- (viii) Nviro has not redeemed or purchased any Ordinary Shares during the disclosure period.

5. IRREVOCABLE UNDERTAKINGS

5.1 Irrevocable undertakings to accept the Offer have been given to Nviro by the following persons in respect of the following holdings of Southbank Shares:

(a) *Southbank Directors and members of their families*

Name	Number of Southbank Shares
Ewan Lloyd-Baker	174,347,824
John May	3,000,000
Tristan Lloyd-Baker	24,200,000

(b) *Other Shareholders*

Name	Number of Southbank Shares
Appsley Estates Limited	93,000,000
The Nouveau Trust	85,047,824

5.2 Irrevocable undertakings to, *inter alia*, approve the Offer have been given to Nviro by the following persons in respect of the following holdings of Nviro Shares:

(a) *Nviro Directors and members of their families*

Name	Number of Nviro Shares
Christopher Every	2,000,006

All of the irrevocable undertakings will remain binding in the event of a higher offer being made for Southbank, but will cease to be binding if the Offer lapses or is withdrawn.

6. DIRECTORS' SERVICE AGREEMENTS AND EMOLUMENTS

- (a) Details of the service contracts and letters of appointment of the Nviro Directors and the Proposed Directors are set out in Paragraph 10 of Part VI of the Admission Document.
- (b) Save as disclosed in paragraph 10 of Part VI of the Admission Document, there are no service contracts or letters of engagement, existing or proposed, between any Nviro Director and Nviro and no service contracts or letters of engagement have been entered into or amended by Nviro since incorporation.
- (c) There will be no variation in the emoluments received by the Nviro Directors as a consequence of the Offer.
- (d) There have been no amendments made in respect of any Nviro Directors' employment within the sixth months prior to the date of this document.
- (e) The service contract and letters of appointment of the Southbank Directors are as follows:
- (i) John May is engaged by Southbank under a consultancy agreement dated 30 January 2006 as a non-executive director and chairman. His engagement commenced on 30 January 2006. He is currently entitled to fees of £50,000 per annum. His engagement may be terminated by either party giving the other not less than 3 months' notice in writing.
 - (ii) Ewan Lloyd-Baker is employed by Southbank as an executive director and CEO. His period of continuous employment is deemed to have commenced on 7 June 2005. He is currently entitled to an aggregate fees of £162,000 for his services to Southbank and HT. Some of these fees are paid to First Merchant Capital Limited. His engagement may be terminated by either party giving the other not less than 1 month's notice in writing.
 - (iii) Nicholas Flanagan is engaged as finance director of Southbank on a full time executive basis. His period of continuous employment is deemed to have commenced on 10 June 2008. He is currently entitled to an annual basic salary of £120,000. His employment may be terminated by either party giving the other not less than 3 months' notice in writing prior to May 2010 which increases to 6 months after May 2010.
 - (iv) Nicholas Winks has been engaged by Southbank as a non-executive director since May 2009. Waypoint Investors LLP, through which Nick charges for his services, is paid £180,000 per annum, which also includes the fees for the engagement of Paul Herbert engagement as a non-executive director of HT. These two individuals are engaged as part of Southbank's current arrangements with its bankers, Lloyds TSB plc. The Waypoint Investors LLP agreement may be terminated by either party giving the other not less than 1 months' notice in writing.

7. BASES OF CALCULATIONS AND SOURCES OF INFORMATION

- (a) The value attributed to the existing issued share capital of Southbank is based upon the 774,880,175 Southbank Shares in issue on the disclosure date and 170,095,648 options over Southbank Shares and 66,093,190 Nviro Shares in issue on the disclosure date, this information is given in accordance with Rule 2.10 of the City Code.
- (b) All prices quotes for Nviro Shares and Southbank Shares are closing mid-market prices and are derived from the AIM section of the Daily Official List and CISX prices respectively.
- (c) References to a percentage of Southbank Shares are based on the number of Southbank Shares in issue as set out in (a) above unless stated otherwise.

8. MATERIAL CONTRACTS

Your attention is drawn to the information on material contracts of Nviro and Southbank which are contained in paragraph 13 of Part VI in the Admission Document accompanying this document.

9. MATERIAL CHANGE

- (a) The changes to the financial or trading position of Nviro between 30 September 2008 (being the date to which the last published audited accounts of Nviro were prepared) and 31 March 2009 are shown in the interim results of Nviro which are set out in Section 4 of Part II of the Admission Document. There has been no material change in the financial or trading position of Nviro since 31 March 2009 (being the date to which the interim results of Nviro were prepared), save as disclosed in this document.
- (b) The changes to the financial or trading position of Southbank between 31 December 2008 (being the date to which the last published audited accounts of Southbank were prepared) and 30 June 2009 are shown in the interim results of Southbank which are set out in Section 3 of Part III of the Admission Document. There has been no material change in the financial or trading position of Southbank since 30 June 2009 (being the date to which the interim results of Southbank were prepared), save as disclosed in this document.

10. OTHER INFORMATION

- (a) There is no agreement, arrangement or understanding whereby the beneficial ownership of any of the Southbank Shares to be acquired by Nviro pursuant to the Offer will or may be transferred to any other person, save that Nviro reserves the right to transfer any such shares to any company within the Nviro Group.
- (b) Save for the irrevocable undertakings to accept the Offer referred to in paragraph 5 of Appendix II of this document, there is no agreement, arrangement or understanding between Nviro, an associate of Nviro or any person considered to be acting in concert with Nviro and any director or recent director or shareholder or recent shareholder of Southbank or any other person having any connection with or dependence on, or which is conditional on, the outcome of the Offer.
- (c) Fairfax has given and has not withdrawn its written consent to the issue of this document with the inclusion therein of references to them in the form and context in which they respectively appear.
- (d) Grant Thornton has given and has not withdrawn its written consent to the issue of this document with the inclusion therein of references to them in the form and context in which they respectively appear.
- (e) Littlejohn has given and has not withdrawn its written consent to the issue of this document with the inclusion therein of references to them in the form and context in which they respectively appear.
- (f) Akur has given and has not withdrawn its written consent to the issue of this document with the inclusion therein of references to them in the form and context in which they respectively appear.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection during normal business hours on any weekday (Saturday and Sunday excepted) at the offices of McFaddens LLP, City Tower, 40 Basinghall Street, London EC2V 5DE until 14 days after the Offer lapses or is declared unconditional:

- (a) the Memorandum and Articles of Association of Nviro;
- (b) the audited accounts of Nviro for the financial period ended 30 September 2007 and the financial year ended 30 September 2008 and the unaudited interim results of Nviro for the six months ended 31 March 2009;
- (c) the Memorandum and Articles of Association of Southbank;
- (d) the audited accounts of Southbank for each of the three years ended 31 December 2006, 31 December 2007 and 31 December 2008 and the unaudited interim results of Southbank for the six months ended 30 June 2009;

- (e) the service contracts referred to in paragraph 6;
- (f) the material contracts referred to in paragraph 8;
- (g) the letters of consent referred to in paragraph 10(c) to (f);
- (h) this document;
- (i) the Admission Document;
- (j) the irrevocable undertakings to accept the Offer referred to in Part II of this document;
- (k) the Form of Acceptance; and
- (l) the Offer Letter.

Dated 23 December 2009

