

SCHEDULE 15

CES ASSET TRANSFER AGREEMENT

DATED

2006

**COUNTY ENVIRONMENTAL SERVICES LIMITED
(THE "VENDOR")**

- and -

**SITA CORNWALL LIMITED
(THE "PURCHASER")**

ASSET SALE AGREEMENT

Lovells

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ASSET SALE AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2006

BETWEEN:

- (1) **County Environmental Services Limited**, a company incorporated in England and Wales with registered number 2619506 whose registered office is at United Mines Landfill Site, United Downs, St Day, Redruth TR16 5HU (**"the Vendor"**); and
- (2) **SITA Cornwall Limited**, a company incorporated in England and Wales with registered number 5696514 whose registered office is at Sita House, Grenfell Road, Maidenhead, Berkshire, SL6 1E6 (**"the Purchaser"**),

each a **"party"** and together the **"parties"**.

WHEREAS

The Vendor has agreed to sell and the Purchaser has agreed to purchase the Assets with effect from the Service Commencement Date subject to and on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Unless indicated otherwise in this Agreement (including its Recitals and Schedules), the following expressions shall have the following meanings:

"Assets" means all of the assets of the Vendor listed in Schedule 1 to this Agreement;

"Completion" means completion of the sale of the Assets in accordance with this Agreement;

"Consideration" has the meaning given to it in Clause 2.1;

"Project Agreement" means the agreement entered into between the Purchaser and Cornwall County Council for the provisions of an integrated waste management service in Cornwall under the UK Government's Project Finance Initiative and dated on or about the date of this Agreement;

"Service Commencement Date" has the meaning given to it in the Project Agreement;

"VAT" has the meaning given in clause 6.1.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to this Agreement or any other document include this Agreement or such other document as varied, modified or supplemented by the parties thereto in writing from time to time;
- (b) references to a party include the successors and assigns (immediate or otherwise) of that party; and
- (c) any reference to £ is to pounds sterling.

2. CONSIDERATION

2.1 The purchase price for the Assets ("**the Consideration**") shall be £1.

2.2 The Consideration shall be paid by the Purchaser to the Vendor on Completion.

3. COMPLETION

3.1 Completion of the sale shall take place on the Service Commencement Date when the Vendor shall deliver to the Purchaser the Assets agreed to be sold.

3.2 Risk and property in and title to the Assets shall pass to the Purchaser on the Service Commencement Date.

3.3 The Vendor shall on or as soon as practicable after the Service Commencement Date deliver to the Purchaser any and all documents of title in existence or in its possession to give effect to this Agreement.

4. WARRANTIES

4.1 The Vendor warrants and represents to the Purchaser:

- (a) the Vendor has good title to the Assets;
- (b) the Vendor is the ultimate sole legal and beneficial owner of each Asset, free from any encumbrance, and no person other than the Vendor has any right of ownership in respect of any Asset, whether legal or beneficial or arising under contract, statute or otherwise;
- (c) each Asset is freely transferable; and
- (d) the Vendor is entitled to transfer the full legal and beneficial ownership of each Asset to the Purchaser.

- 4.2 On or prior to the Service Commencement Date, the Vendor shall, to the extent that it is not prevented from doing so by any confidentiality obligations of any law, supply to the Purchaser all maintenance records, guarantees, warranties and test certificates relating to the Assets (which are in existence and which it has in its possession).

5. FURTHER ASSURANCE

- 5.1 The Vendor agrees and declares that it will after and notwithstanding completion of the sale and purchase under this Agreement execute and deliver any other documents and take any other steps as shall reasonably be required from time to time by the Purchaser to vest in the Purchaser the Assets.

6. VALUE ADDED TAX

- 6.1 The Consideration payable pursuant to Clause 2 is expressed exclusive of any value added tax ("VAT") which may be chargeable thereon and the amount of such VAT shall be payable in addition to the Consideration, provided that, before Completion, the Vendor furnishes the Purchaser with a valid VAT invoice in respect of such VAT.

7. WHOLE AGREEMENT

- 7.1 This Agreement constitutes the whole agreement and understanding of the parties and supersedes any previous arrangements, understanding or agreement between the parties relating to the subject matter of this Agreement. Save as expressly provided, and to the extent there may be excluded by contract, this Agreement excludes any warranty, covenants, condition or undertakings which may be implied by law. The Purchaser acknowledges that it has not been induced to enter into this Agreement by, and so far as permitted by law and except in the case of fraud, hereby waives any remedy in respect of, any warranties, representations, undertakings, promises or assurances not incorporated expressly into this Agreement.

- 7.2 Nothing in this Clause operates to limit or exclude any liability for fraud.

8. ASSIGNMENT

- 8.1 This Agreement and the benefits arising under it are personal to the parties and, neither party shall assign or transfer (or purport to assign or transfer) any or all of the same without the prior written consent of the other party, provided that, subject to Clause 21.5 of the Project Agreement, nothing in this Clause 8 or elsewhere in this Agreement shall prevent the Purchaser from transferring (or purporting to transfer) any Asset on or after Completion.

9. THIRD PARTY RIGHTS

A person who is not a party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

10. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

11. **GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement shall be governed by, construed and take effect in accordance with English law.

Schedule 1
The Assets

ASSET REGISTER

Orgn	No	Name	Comments	Transfered to	Transfered from	Old location	New location	Purchase Date	Lease	GV (or previous NBV)	NBV	NBV at	Useful life	Monthly deposit	Fair value	Asset verified by
CES AR - May 2008	13	Office/Block Hut				Banoura CA	Banoura CA	01/08/1993	na	6,350.00		AR to May 2008	10	52.02		PR
CES AR - May 2008	16	Garage				Banoura CA	Banoura CA	01/08/1993	na	5,850.00		AR to May 2008	10	46.75		PR
CES AR - May 2008	17	Office				United Mines	United Mines	01/08/1993	na	31,050.00		AR to May 2008	10	258.75		OT
CES AR - May 2008	18	Office				United Mines	United Mines	01/08/1993	na	3,450.00		AR to May 2008	10	26.79		OT
CES AR - May 2008	19	Portacabin				United Mines	United Mines	31/07/1994	na	13,485.20		AR to May 2008	10	112.28		OT
CES AR - May 2008	20	Garage				United Mines	United Mines	23/01/1998	na	3,220.00		AR to May 2008	10	28.83		OT
CES AR - May 2008	21	Wash Room				Common Bridge	Common Bridge	01/08/1993	na	0,300.00		AR to May 2008	10	77.50		GC
CES AR - May 2008	22	Pump House				Common Bridge	Common Bridge	01/08/1993	na	8,400.00		AR to May 2008	10	53.20		GC
CES AR - May 2008	23	New Office				Common Bridge	Common Bridge	01/08/1993	na	2,700.00		AR to May 2008	10	22.50		GC
CES AR - May 2008	24	Garage - Ext Unad				Common Bridge	Common Bridge	01/08/1993	na	73,540.16	18,237,787.21	AR to May 2008	20	308.43		GC
CES AR - May 2008	25	DW Store				Common Bridge	Common Bridge	01/08/1993	na	18,200.00	3,872.50	AR to May 2008	20	67.50		GC
CES AR - May 2008	26	Garage				Common Bridge	Common Bridge	29/02/1998	na	6,375.00		AR to May 2008	10	53.13		
CES AR - May 2008	27	Roller Shutter Doors				Common Bridge	Common Bridge	01/08/1993	na	14,500.00		AR to May 2008	10	120.83		
CES AR - May 2008	28	Common Office Extension				Common Bridge	Common Bridge	01/08/1993	na	3,281.00	1,038.89	AR to May 2008	10	37.54		GC
CES AR - May 2008	29	Admin Office				Common Bridge	Common Bridge	01/08/1993	na	225,371.43	28,442,876	AR to May 2008	12	1,833.14		GC
CES AR - May 2008	30	Transfer Station				St Erth	St Erth	01/08/1993	na	6,900.00		AR to May 2008	10	54.13		GM
CES AR - May 2008	31	Garage				St Erth	St Erth	01/08/1993	na	46,000.00		AR to May 2008	10	400.00		GM
CES AR - May 2008	32	Container/Store				St Erth	St Erth	01/08/1993	na	7,700.00		AR to May 2008	10	64.17		GM
CES AR - May 2008	33	Control Bridge				St Erth	St Erth	01/08/1993	na	6,800.00		AR to May 2008	10	56.87		GM
CES AR - May 2008	34	Pumping Station				St Erth	St Erth	01/08/1993	na	21,150.00		AR to May 2008	10	176.25		GM
CES AR - May 2008	35	Welding Office				St Erth	St Erth	05/08/2000	na	18,082.90	7,228.21	AR to May 2008	10	150.52		GC
CES AR - May 2008	36	Wash Hut				Tacot Wood	Tacot Wood	01/08/1993	na	6,500.00		AR to May 2008	10	54.17		GC
CES AR - May 2008	38	Welding/Storage Cabin				Tacot Wood	Tacot Wood	01/08/1993	na	6,090.00		AR to May 2008	10	50.42		PR
CES AR - May 2008	39	Garage				United Mines	United Mines	01/08/1993	na	9,050.00		AR to May 2008	10	73.42		GC
CES AR - May 2008	40	Pumphouse				United Mines	United Mines	01/08/1993	na	14,100.00		AR to May 2008	10	117.50		GC
CES AR - May 2008	41	New Garage Re-Extension				United Mines	United Mines	01/08/1993	na	600.00		AR to May 2008	10	5.00		GC
CES AR - May 2008	42	Pump Motor				United Mines	United Mines	31/05/1998	na	33,780.83		AR to May 2008	10	277.34		GC
CES AR - May 2008	64	Pump				Common Bridge	Common Bridge	27/09/1994	na	3,000.02		AR to May 2008	5			DS
CES AR - May 2008	65	Pumps				Common Bridge	Common Bridge	01/08/1993	na	10,821.14		AR to May 2008	5			DS
CES AR - May 2008	66	Booster Pump				Common Bridge	Common Bridge	01/08/1993	na	10,000.00		AR to May 2008	5			DS
CES AR - May 2008	67	Dewatering Pump				Common Bridge	Common Bridge	31/08/1993	na	5,915.00		AR to May 2008	5			DS
CES AR - May 2008	68	Drain Pump				Common Bridge	Common Bridge	31/08/1993	na	10,821.14		AR to May 2008	5			DS
CES AR - May 2008	69	Electric Pump				Common Bridge	Common Bridge	01/08/1993	na	5,800.00		AR to May 2008	5			DS
CES AR - May 2008	78	Pump System				Common Bridge	Common Bridge	01/08/1993	na	2,750.00		AR to May 2008	5			DS
CES AR - May 2008	79	Concrete Pump				Common Bridge	Common Bridge	01/08/1993	na	2,750.00		AR to May 2008	5			DS
CES AR - May 2008	80	Concrete Lagoon Pump				Common Bridge	Common Bridge	28/02/1998	na	1,289.20		AR to May 2008	5			DS
CES AR - May 2008	81	Concrete Lagoon Pump				Common Bridge	Common Bridge	07/11/1996	na	5,132.00		AR to May 2008	5	85.53		DS
CES AR - May 2008	82	Pump Soil Start				Common Bridge	Common Bridge	01/08/1993	na	7,308.48		AR to May 2008	5	121.77		DS
CES AR - May 2008	84	VW van Pump Unit				Common Bridge	Common Bridge	11/02/1997	na	2,143.10		AR to May 2008	5	30.72		DS
CES AR - May 2008	86	Garbage ML80 Q Pump				Common Bridge	Common Bridge	18/11/1997	na	5,425.00		AR to May 2008	5	80.00		DS
CES AR - May 2008	88	Garbage ML80 Q Pump				United Mines	United Mines	31/05/2000	na	13,743.00		AR to May 2008	5	228.00	21000 (OV)	the details 080605
CES AR - May 2008	150	Pump				United Mines	United Mines	01/08/1993	na	2,000.00		AR to May 2008	5	33.33		DS
CES AR - May 2008	151	Pump				United Mines	United Mines	01/08/1993	na	4,000.00		AR to May 2008	5	66.67		DS
CES AR - May 2008	188	Garbage ML80 Q Pump				Common Bridge	Common Bridge	31/05/2000	na	13,743.00		AR to May 2008	5	228.00	21000 (OV)	the details 080605
CES AR - May 2008	329	B&B Pump				Common Bridge	Common Bridge							5,250	DS	
CES AR - May 2008	330	B&B Pump KE102 FM (incl well 1)				Common Bridge	Common Bridge							5,250	DS	
CES AR - May 2008	339	2 x Phat pumps				Common Bridge	Common Bridge							10,500	DS	
CES AR - May 2008	340	2 x freshwater pumps Bottom Ingonn-A70				Common Bridge	Common Bridge							12,800	DS	
CES AR - May 2008	347	1 recirculation pump				Common Bridge	Common Bridge							1,280	SW	
CES AR - May 2008	348	1 Metha pump				Common Bridge	Common Bridge							840	SW	
CES AR - May 2008	349	3 x 3A wetsets floor pump				Common Bridge	Common Bridge							948	DS	
CES AR - May 2008	352	Concrete pump and controls x 2 (30 floors)				Common Bridge	Common Bridge							1,950	DS	
CES AR - May 2008	354	Fyrol 2125 HT (incl-26ft)				Common Bridge	Common Bridge							1,575	DS	
CES AR - May 2008	358	Fyrol 2125 MT (incl-Combes)				Common Bridge	Common Bridge							1,158	DS	
CES AR - May 2008	362	Fyrol 2102 HT (dolan water and skip pumps) x 2				Common Bridge	Common Bridge							4,200	DS	
CES AR - May 2008	389	2B Pumphouse				Common Bridge	Common Bridge							9,312	SW	
CES AR - May 2008	390	Lect to				Common Bridge	Common Bridge							16,150	GC	
CES AR - May 2008	391	Old office				Common Bridge	Common Bridge							14,550	GC	
CES AR - May 2008	392	Mesa				Common Bridge	Common Bridge							6,868	GC	
CES AR - May 2008	393	Bottom Ingonn Pumphouse				Common Bridge	Common Bridge							1,978	SW	
CES AR - May 2008	394	Office/welding/cabin				Common Bridge	Common Bridge							348,237	GC	
CES AR - May 2008	395	Store combiater				Common Bridge	Common Bridge							4,306	GC	
CES AR - May 2008	396	Meth Control Room				Common Bridge	Common Bridge							34,923	SW	
CES AR - May 2008	397	Clean water pumphouse				Common Bridge	Common Bridge							9,312	SW	
CES AR - May 2008	398	Weldshop				Common Bridge	Common Bridge							23,281	GC	
CES AR - May 2008	399	Garage				Common Bridge	Common Bridge							74,213	GC	
CES AR - May 2008	400	Office (D Semmens)				Common Bridge	Common Bridge							9,312	DS	
CES AR - May 2008	401	Secondary control room				Common Bridge	Common Bridge							9,312	SW	
CES AR - May 2008	402	Recirculation pump base - 3a control				Common Bridge	Common Bridge							2,906	SW	
CES AR - May 2008	403	Metha combiater				Common Bridge	Common Bridge							6,320	SW	
CES AR - May 2008	412	Fyrol pump 2102 HT - controls (Horse Lane)				United Mines	United Mines							2,100	DS	
CES AR - May 2008	413	Fyrol pump 2125 HT - controls				United Mines	United Mines							2,100	DS	
CES AR - May 2008	414	Fyrol pump 3057 - controls				United Mines	United Mines							1,575	DS	
CES AR - May 2008	417	Garage				United Mines	United Mines							25,144	GC	
CES AR - May 2008	418	Pumphouse				United Mines	United Mines							1,862	SW	
CES AR - May 2008	419	Leachalls pump station (Horse Lane)				United Mines	United Mines							3,491	SW	

Origin	No	Name	Nature	Compen	Transfers	Transferred to	BY or O&M	Old location	New location	Purchase	Lease	GV (or previous NBV)	NBV	NBV at	Useful life	Monthly deprec'	Fair value	Asset verified by
						to SITA				Date								
CES Ins list to 31/03/00	362	Splice heater	Plant	CES	Y		O&M	Common Bridge	Common Bridge								367	DS
CES Ins list to 31/03/00	363	1/2 tonne chain blocks x 2	Plant	CES	Y		O&M	Common Bridge	Common Bridge								316	DS
CES Ins list to 31/03/00	364	2 tonne chain block	Plant	CES	Y		O&M	Common Bridge	Common Bridge								362	DS
CES Ins list to 31/03/00	365	Chain, slings and shackles	Plant	CES	Y		O&M	Common Bridge	Common Bridge								316	DS
CES Ins list to 31/03/00	366	Portable grinder and discs	Plant	CES	Y		O&M	Common Bridge	Common Bridge								394	DS
CES Ins list to 31/03/00	367	Tap and die set	Plant	CES	Y		O&M	Common Bridge	Common Bridge								284	DS
CES Ins list to 31/03/00	368	Magnetic drill	Plant	CES	Y		O&M	Common Bridge	Common Bridge								377	DS
CES Ins list to 31/03/00	369	Electrofusion machine	Plant	CES	Y		O&M	Common Bridge	Common Bridge								2,100	DS
CES Ins list to 31/03/00	370	Spare Lister Patter engine for mobile Barre stack	Plant	CES	Y		O&M	Common Bridge	Common Bridge								3,160	DS
CES Ins list to 31/03/00	371	Spare Flygt Aerator	Plant	CES	Y		O&M	Common Bridge	Common Bridge								4,410	DS
CES Ins list to 31/03/00	372	Vice x 2	Plant	CES	Y		O&M	Common Bridge	Common Bridge								104	DS
CES Ins list to 31/03/00	373	Flameproof cabinets x 2	Plant	CES	Y		O&M	Common Bridge	Common Bridge								666	DS
CES Ins list to 31/03/00	374	Barring boxes and gauges	Plant	CES	Y		O&M	Common Bridge	Common Bridge								319	DS
CES Ins list to 31/03/00	375	3-place ladder	Plant	CES	Y		O&M	Common Bridge	Common Bridge								200	DS
CES Ins list to 31/03/00	376	2 x Bench grinder	Plant	CES	Y		O&M	Common Bridge	Common Bridge								140	DS
CES Ins list to 31/03/00	377	Electric saw	Plant	CES	Y		O&M	Common Bridge	Common Bridge								1,911	DS
CES Ins list to 31/03/00	378	1 Portable hoist	Plant	CES	Y		O&M	Common Bridge	Common Bridge								326	DS
CES Ins list to 31/03/00	379	Portable compressor	Plant	CES	Y		O&M	Common Bridge	Common Bridge								231	DS
CES Ins list to 31/03/00	380	Electric arc welding set	Plant	CES	Y		O&M	Common Bridge	Common Bridge								316	DS
CES Ins list to 31/03/00	381	Portable welding subgenerator	Plant	CES	Y		O&M	Common Bridge	Common Bridge								2,100	DS
CES Ins list to 31/03/00	382	Fire extinguishers x 4	Plant	CES	Y		O&M	Common Bridge	Common Bridge								420	DS
CES Ins list to 31/03/00	383	Burdles	Plant	CES	Y		O&M	Common Bridge	Common Bridge								1,050	DS
CES Ins list to 31/03/00	384	1 Generator	Plant	CES	Y		O&M	Common Bridge	Common Bridge								420	DS
CES Ins list to 31/03/00	385	1 Bench Drill	Plant	CES	Y		O&M	Common Bridge	Common Bridge								625	DS
CES Ins list to 31/03/00	386	Flygt aerators x 3 (spares)	Plant	CES	Y		O&M	Common Bridge	Common Bridge								1,280	DS
CES Ins list to 31/03/00	387	Makita hammer drill	Plant	CES	Y		O&M	Common Bridge	Common Bridge								367	DS
CES Ins list to 31/03/00	388	Bosch sander	Plant	CES	Y		O&M	Common Bridge	Common Bridge								262	DS
CES Ins list to 31/03/00	404	102 KVA Generator	Plant	CES	Y		O&M	Common Bridge	Common Bridge								6,300	DS
CES Ins list to 31/03/00	405	Vehicle Wash, Wickham Autowash	Plant	CES	Y		O&M	United Mines	United Mines								12,600	GC
CES Ins list to 31/03/00	406	Gas Extraction Plant Inc Rarestack	Plant	CES	Y		O&M	United Mines	United Mines								84,000	GC
CES Ins list to 31/03/00	407	Weightbridge Avery x2	Plant	CES	Y		O&M	United Mines	United Mines								52,500	GC
CES Ins list to 31/03/00	408	Diesel Pump	Plant	CES	Y		O&M	United Mines	United Mines								10,500	GC
CES Ins list to 31/03/00	409	Electric pump x 2	Plant	CES	Y		O&M	United Mines	United Mines								10,500	JM
CES Ins list to 31/03/00	410	Generator	Plant	CES	Y		O&M	United Mines	United Mines								7,350	JM
CES Ins list to 31/03/00	411	17 Stone Lister generator	Plant	CES	Y		O&M	United Mines	United Mines								3,150	JM
CES Ins list to 31/03/00	416	Tower Light Style 10 Mobile	Plant	CES	Y		O&M	United Mines	United Mines								4,200	GC
CES Ins list to 31/03/00	416	Road Brush	Plant	CES	Y		O&M	United Mines	United Mines								1,280	GC

IN WITNESS whereof the parties have executed this agreement on the date first stated above.

EXECUTED BY)
County Environmental Services Limited)
acting by two) Director/Secretary
directors/ a director and company secretary)

.....
Director

EXECUTED BY)
SITA Cornwall Limited acting by two)
directors/ a director and company secretary)

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Director/Secretary

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Director