Section L

Statutory Requirements



Section L - Statutory Requirements

Section L.1 - Offences and Convictions

Not Applicable.

Section L.2 - Technical Competence and Site Management

Details of company structure and technical competence of individual personnel are included in Appendix 8 of this submission.

Section L.3 - Financial Provision

This is submitted at the end of this section.

Section L.4 - Compliance with Emission Standards

Emission levels are monitored and controlled to ensure compliance with standards. In cases where emission levels are in breach of the standards, actions are immediately taken and the issues rectified. STI expect to run a fully compliant operation both at 430 and at 420 Beech Road.

STI also ensure full compliance with current legislation.

Section L.5 - Environmental Pollution

STI adheres to Section 5 of the Waste Management Act, 1996 by its management of the 430 Beech Road facility and intends to replicate this at the new 420 Beech Road Operation.

All relevant parts of the EMS currently in use will be used to achieve this.

Section L.6 - BATNEEC

BATNEEC (Best Available Technology Not Entailing Excessive Cost) is no longer applicable and is replaced by BAT (Best Available Technology), STI will review the most effective ways to eliminate undesired emissions. The company continuously do this at present through the revisions of the EMS, and are not aware of any abatement technology available that would improve on that already utilised.

Therefore, STI propose to use the same abatement technology in the 420 Beech Road operation as is being currently used in its existing plant.

Comment

Included in Appendix 10 is the impact a copy of the Dublin Waste Management Plan to which STI fully adheres to the state of the STI fully adheres to the state of the state of

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Ireland

1 April 2003

Mr Niall Wall **Managing Director** Sterile Technologies Ireland Limited 430 Beech Road Western Industrial Estate Naas Road Dublin 12

Dear Sir,

JWMB Tender Sterile Technologies Ireland Limited ("STI")

We refer to OJEC Journal references 42758-2003 and 42761-2003 dated 11 March 2003 for the provision of clinical waste collection services in the Republic of Ireland and in Northern Ireland,

We have reviewed the Invitation to Tender Notice and held a number of preliminary discussions with STI. We are already working closely with STI providing the senior debt facilities under the current contract. Given our experience in working with STI, we have developed a common understanding of the key issues that will deliver this project on a commercial and bankable basis. We are willing to continue to provide financing facilities to support the STL bid for the above mentioned project.

On the basis that the contractual and commercial arrangements continue to substantiate the commercial viability of this project then we are committed to seeking internal approval for an increase in the debt facility (if required) on agreed terms at that time.

We wish you every success with the tender and look forward to working with you on this project.

Kind regards

Yours sincerely

DERMOT

MANAGER-BANKING



The fully integrated healthcare waste management system

Mr. Damian Masterson,
Inspector,
Waste Enforcement Administration,
Environmental Protection Agency Headquarters,
PO Box 3000,
Johnstown Castle Estate,
Co. Wexford.

03 December 2003

REF: 09/09/03A

Re: Request for Clarification into STI Financial Provisions Proposal.

Dear Mr Masterson,

Further to receipt of postal communication on 11th August last, in addition to a conversation with Dr. Brian Donlon on 25th August, STI wish to update the Agency on the company's financial provision proposal.

As general information the company has in position the following Insurance Policies:

- Employers Liability €14 million
- Public Liability €14 million
- Motor Liability (Third party Damage) €14 million
- Material Damage Sum Insured €7,432,062
- Material Damage Business Interruption €10,000,000
- Engineering Insurance (Plant Breakdown) Equipment Replacement - €1.9 million, increased cost of working €1.5 million

The Material Damage policy covers the situation whereby, in the worst case scenario, it would be necessary to fulfil contractual obligations by shipping waste for treatment in other jurisdictions. Our own contingency plans are designed to minimise that possibility.

We give the above information to indicate to you the extent of the financial provisions that the company has in place, albeit not specific to the EPA. Certificates issued by our brokers are attached to confirm the levels of cover.

In addition to the above our Material Damage "All Risks policy includes the sum of €130000 for stock debris removal/clean up . This is designed to cover the costs of removal and any clean up of any waste on site and in transit at any one time. That figure has been based on a maximum of 50

EPA Export 25-07-2013:14:10:31

tonnes on site and in transit at any one time with a total cost including export and cleaning of €2600 / tonne, well in excess of current export costs.

In the context of the provision that the EPA requires we believe e that this will be adequate to cover any liability to the EPA in a close down situation. In such a situation it is our belief that there are very low pollution risks, and that the major exposure would be in relation to waste on site and in transit.

We enclose a copy of the relevant policy schedule currently in position.

We will be happy to explore these options further with you and meet to agree requirements.

If you have any queries on the enclosed, please do not hesitate to contact the undersigned at the number supplied.

Yours Sincerely,

Enda Maxwell

LCO/H&S Manager

Neville Graver Company Secretary

Enclosed: Brokers Certificates, Commercial Property Policy