

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

-of-

ERM LIMITED

(THE "COMPANY")

MADE ON 21 NOVEMBER 2005

The following written resolutions of the sole member of the Company entitled to attend and vote at a general meeting of the Company were made on 21 NOVEMBER 2005 in accordance with Section 381A of the Companies Act 1985:

RESOLUTIONS

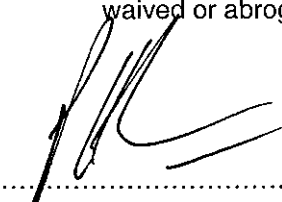
We the undersigned, being the sole member of the Company, HEREBY RESOLVE to pass the following resolutions as written resolutions:

1. That notwithstanding any existing provisions of the memorandum and articles of association of the Company and the terms of, the arrangements contemplated by, and the entry into by the Company of, those documents referred to below (as the same may be amended, varied, supplemented or substituted from time to time), the same be and are hereby approved subject to the Unconditional Date occurring (as defined in the Senior Credit Agreement):
 - (a) an accession document (the "**Accession Letter**") whereunder the Company, amongst others, accedes to (i) a senior credit agreement (the "**Senior Credit Agreement**") dated 28 October 2005 and made between Eagle 1 Limited as Parent, the companies named therein as Original Borrowers and Original Guarantors, the financial institutions listed therein as Original Lenders, The Governor and Company of the Bank of Scotland as Arranger, The Governor and Company of the Bank of Scotland as Agent, The Governor and Company of the Bank of Scotland as the Original Lender, The Governor and Company of the Bank of Scotland as Security Agent and The Governor and Company of the Bank of Scotland as Issuing Bank (each defined therein), and (ii) an intercreditor document dated 28 October 2005 between, inter alia, the Parent, the Lenders and each of the Investors (as defined in the Intercreditor Document) governing, to the extent that so doing would not constitute financial assistance, the priorities as between the parties to the agreement;
 - (b) an accession document (the "**Security Accession Deed**") whereunder the Company, amongst others, accedes to a debenture dated 28 October 2005 in favour of the Security Agent whereunder the Company, inter alia, charges, to



the extent that so doing would not constitute financial assistance, with full title guarantee by way of a fixed and floating charge, the whole of its property, assets and undertaking to the Security Agent;

- (c) an upstream intra-group loan agreement (the "**Upstream Intra-group Loan Agreement**"), to be entered into subsequent to the execution of the Accession Letter and Security Accession Deed, whereunder the Company, amongst others, would agree to lend to Eagle 4 Limited, Eagle Germany GmbH and Eagle US, Inc. (as borrowers therein defined), together with the other companies defined as Lenders therein, an aggregate maximum principal amount of US\$349,000,000. Such amounts would be made available to the Borrowers (therein defined) for the purposes of (i) making payments when due under the Senior Credit Agreement (ii) making payments under the US\$9,000,000 subordinated term loan facility (iii) making payments under the US\$60,000,000 guaranteed loan notes issued by Eagle 3 Limited and (iv) payment of all or part of any of the Offer Costs (as defined in the Senior Credit Agreement); and
 - (d) a guarantee increase deed (the "**Guarantee Increase Deed**"), to be entered into subsequent to the execution of the Accession Letter and Security Accession Deed, whereunder the restriction on the extent of the Company's obligations (so that they would not constitute financial assistance) is lifted and the Company's liability extended in support of all obligations under the Senior Credit Agreement.
2. THAT notwithstanding any personal interest, any of the board of directors of the Company be and are hereby specifically authorised, empowered and directed on his/her own and in the name of and on behalf of the Company to:
- (a) execute and deliver the Accession Letter, Security Accession Deed, Upstream Intra-group Loan Agreement and Guarantee Increase Deed in substantially the form produced to the Meeting; and
 - (b) enter into such documentation and to take such action as may be required in order to carry out the matters referred to above.
3. THAT any act done or document executed pursuant to any of the resolutions set out above shall be valid, effective and shall bind the Company and any limit on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association is suspended, waived or abrogated as necessary to give effect to the foregoing resolutions.


.....
for and on behalf of
ERM HOLDINGS LIMITED

Dated 21 NOVEMBER 2005