

**EXTRAORDINARY GENERAL MEETING
OF**

ERM HOLDINGS LIMITED

(Registered number: 4067993)

("Company")



At the extraordinary general meeting of the Company held at 8 Cavendish Square, London, W1G 0ER on 22 November 2005 at 10:00 a.m. the following special resolutions (the "Resolutions") were passed:

- 1 THAT notwithstanding any existing provisions of the Memorandum and Articles of Association of the Company:
 - (i) subject to compliance with sections 155-158 of the Companies Act 1985 (the "Act") 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) and the payment out of the Company's distributable profits of fees to the Company's auditors, Ernst & Young LLP and other advisers who have provided reports or services in connection with the acquisition of the shares in the capital of the Company by Eagle 1 Limited together with all other Offer Costs (as defined in the Senior Credit Agreement referred to in the Resolutions), in the aggregate sum of up to US\$17,500,000, as referred to in a statutory declaration made by the directors of the Company on or before the date of this resolution the original of which, together with the auditors' report required by section 156(4) of the Act to be annexed thereon, is available for inspection by the members of the meeting (which events would constitute the giving by the Company of financial assistance (as defined by section 152 of the Act) in relation to the acquisition of shares in the Company) were approved:
 - (a) the entry by the Company and its Subsidiaries (as defined below) into a guarantee increase deed, to be substantially in the form presented at the meeting at which the Resolutions were proposed (the "Guarantee Increase Deed"), to be dated within 8 weeks of the date of the meeting at which the Resolutions were proposed and pursuant to which the parties thereto will increase their liability under the initial guarantee which they will provide by acceding on or before the date of such deed to the terms of a senior credit agreement (dated 28 October 2005 and to be entered into between Eagle 1 Limited (the "Parent"), the companies named therein as Original Borrowers and original Guarantors, The Governor and Company of The Bank of Scotland as Arranger, The Governor and Company of The Bank of Scotland as Issuing Bank (each defined therein)) (the "Senior Credit Agreement") (and contained within the Guarantee increase Deed) to include performance of all obligations under the Senior Credit Agreement as to the punctual performance by, amongst others, the Original Obligors of all their obligations arising under the Senior Finance Documents (as defined in the Senior Credit Agreement);
 - (b) the entry by the Company and its Subsidiaries into an upstream intra-group loan agreement (the "Upstream Intra-group Loan Agreement") whereunder it would lend to Eagle 4 Limited, Eagle US, Inc. and Eagle Germany GmbH (the "Borrowers"), together with the other companies defined as Lenders therein, an aggregate maximum principal amount of US\$349,000,000. Such amounts are to be made available to the Borrowers for the purposes of: (i) making

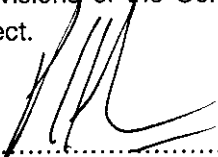
payments when due under the Senior Credit Agreement in relation to the term facility provided thereunder; (ii) making payments under a US\$9,000,000 subordinated term loan agreement dated 28 October 2005 between Eagle 1 Limited and The Governor and Company of The Bank of Scotland; and (iii) making payments under the US\$60,000,000 loan notes to be issued by Eagle 3 Limited to The Governor and Company of the Bank of Scotland; and

- (c) the payment of all or any of the Offer Costs (as defined in the Senior Credit Agreement).
- (ii) subject to compliance with section 155-158 of the Act, the terms of, the arrangements contemplated by, and the entry into by the Company of, those matters minuted below as referred to in a statutory declaration made by the directors of the Company on or before the date of the Resolutions the original of which together with the auditors' report required by section 156(4) of the Act to be annexed thereon, was available for inspection by the members at the meeting (which events would constitute the giving by ERM Limited, ERM-Europe, Ltd, ERM (Overseas Holdings) Limited, ERM Certification and Verification Services Limited, ERM-Asia Pacific Holdings, Limited and Environmental Resources Management Limited (each a "Subsidiary" and together the "Subsidiaries") of financial assistance (as defined by section 152 of the Act) in relation to the acquisition of shares in the Company), were approved:
 - (a) the entry by the Subsidiaries into the Guarantee Increase Deed; and
 - (b) the entry by the Subsidiaries into the Upstream Intra-group Loan Agreement;
- (iii) notwithstanding any personal interest, any of the board of directors of the Company were and are 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 Guarantee Increase Deed and the Upstream Intra-group Loan Agreement in substantially the form produced to the Meeting;
 - (b) pay or attend to the payment of all Offer Costs; and
 - (c) enter into such documentation and to take such action as may be required in order to carry out the matters referred to above; and
- (iv) any act done or document executed pursuant to any of the Resolutions (set out above) shall be valid and 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.

2 THAT Article 12.4(c) of the Company's Articles of Association was amended by the inclusion of the following words at the end of the first sentence of such Article: "(provided that, in relation to any Drag Along Notice dated on or before 31 December 2005, at any time before the expiry of such 60 day period (the "Drag Along Period"), the Third Party Purchaser may elect (by written notice to the Company, and forthwith upon receipt of such notice the Company shall give written notice to the Selling Shareholders and the Called Shareholders of such election) to extend such Drag Along Period by an additional 30 days so that any such Drag Along Notice shall not lapse until 90 days after the date of service of the Drag Along Notice)".

PROVIDED THAT the amendments to the Company's Articles of Association shall only take effect if on or before the Lapse Date, (1) the Competition Condition has not been satisfied or waived and (2) Eagle 1 Limited elects to extend the operation period of the Drag-Along Provisions pursuant to and in accordance with the amendment. Until then and in all other circumstances, the

amendments set out in the relevant Resolutions would not become effective and the existing provisions of the Company's Articles of Association shall remain unaltered and in full force and effect.



Director of ERM Holdings Limited

22 Nov 2005

Dated