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CHFP025

COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares**

155(6)b

Please do not
write in this
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Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] []

04067993

Name of company

Note
Please read the notes
on page 3 before
completing this form

* ERM HOLDINGS LIMITED (the "Company")

* insert full name
of company

X We See Schedule 1 attached

Ø insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
- (b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
- (c) something other than the above§

This company is ~~not~~ [a] holding company of* ERM (Overseas Holdings) Limited (company number
03698847) with registered office at 8 Cavendish Square, London W1G 0ER which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] []

~~XX~~
the holding company of this company.†

Presentor's name address and
reference (if any) :

SJ Berwin LLP
222 Gray's Inn Road
London

WC1X 8XF

DX (255) London/Chancery

For official Use
General Section

Post room



LD3
COMPANIES HOUSE

35
23/11/2005

160999

Please do not
write in this
margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

The assistance is to be given to: (note 2) Eagle 1 Limited (company no 5593398) with
registered office at 8 Cavendish Square, London W1G 0ER

See Schedule 3 attached

† delete as appropriate

See Schedule 4 attached

The value of any asset to be transferred to the person assisted is £ nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

**Please complete
legibly, preferably
in black type, or
bold block lettering**

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

* delete either (a) or (b) as appropriate

(b) ~~It is intended to commence the winding up of this company within 30 months of that date, and will have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up.* (note 3)~~

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at See Schedule 1 attached

Declarants to sign below

Day Month Year
on 11 6 11 2005

before me X J L W W JACK WHIBLEY

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

SCHEDULES

**Financial Assistance Declaration
Section 155(6)b**

ERM Holdings Limited (in respect of financial assistance given by ERM (Overseas Holdings) Limited (the "**Subsidiary**"))

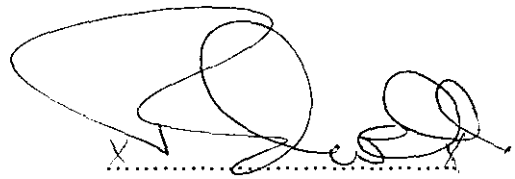
This is the document "Schedule 1", "Schedule 2", "Schedule 3", "Schedule 4", and Schedule 5 referred to in the attached Statutory Declaration.

SCHEDULE 1

Names and addresses of all directors

Dr Robin Bidwell

Flat 8 Devonshire Court
26A Devonshire Street
London W1N 1RJ



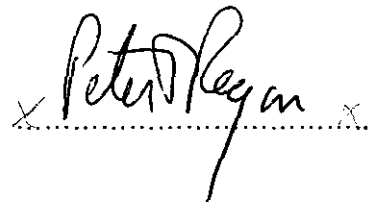
Philip Keller

30 Meadowbank
London NW3 3AY

.....

Peter Regan

710 Colorado Street
Austin
Texas 78701
USA



And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

SCHEDULE 2

Number and class of shares acquired

948,597 A ordinary shares of \$0.10 each;
1,138,237 B ordinary shares of \$0.01 each;
1,000 C ordinary shares of \$0.01 each; and
10,900 B deferred shares of £0.01 each.

- 2 -
SCHEDULE 3

Form of financial assistance

1. The entry by the Subsidiary into a guarantee increase deed (the "**Guarantee Increase Deed**"), to be substantially in the form presented at the meeting of the directors of the Company on or around the date hereof, and to be dated within 8 weeks and pursuant to which the parties thereto will increase their liability under the initial guarantee which they will provide by acceding before the date of the Guarantee Increase Deed to the terms of a senior credit agreement (dated 28 October 2005 and made 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 Agent, the financial institutions listed therein as Original Lenders, 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)) (the "**Senior Credit Agreement**") (and contained within the Guarantee Increase Deed) for the punctual performance of all obligations under the Senior Finance Documents (as defined in the Senior Credit Agreement) by, amongst others, the Original Obligors.
2. The entry by Eagle US, Inc., Eagle Germany GmbH and Eagle 4 Limited as borrowers and the Company, the Subsidiary, ERM Limited, ERM-Asia Pacific Holdings, Limited, ERM Europe, Ltd, Environmental Resources Management Limited and ERM Certification and Verification Services Limited as Lenders into an intra-group loan agreement (the "**Upstream Intra-group Loan Agreement**") whereunder, among others, the Company and the Subsidiary each agree to lend to Eagle US, Inc., Eagle Germany GmbH and Eagle 4 Limited, up to an aggregate maximum principal amount of \$349,000,000.
3. The execution and delivery by the Company of the certificates and other documents to be delivered to the Agent pursuant to the Senior Credit Agreement.

SCHEDULE 4

Principal terms on which the financial assistance will be given

- 1 Pursuant to the Guarantee Increase Deed, the Subsidiary will guarantee the obligations of, amongst others, the Original Obligors and of all their obligations arising under the Senior Finance Documents, give various representations and warranties, undertakings, covenants and indemnities to the Senior Finance Parties and will agree that at any time following the occurrence of an Event of Default which is continuing, any Senior Finance Party may set-off any amount standing to the credit of any Obligor's accounts with that Senior Finance Party to the Obligor against any due and payable liability in respect of all the debt due and owing by the Obligor to the Senior Finance Party (capitalised terms in this paragraph (unless otherwise defined in this Form 155 (including appendices) have the meanings given to them in the Senior Credit Agreement (as amended and/or supplemented by the Guarantee Increase Deed).
- 2 Pursuant to the Upstream Intra-group Loan Agreement, the Subsidiary will agree to lend to Eagle US, Inc., Eagle Germany GmbH and Eagle 4 Limited (the "**Borrowers**"), up to an aggregate maximum principal amount of \$349,000,000 at the Applicable Rate (as therein defined) or such other rate as the parties may agree (capitalised terms in this paragraph (unless otherwise defined in this Form 155 (including appendices)) have the meanings

given to them in the Upstream Intra-group Loan Agreement), such amounts to be available to the Borrowers for the purposes of:

- (a) the Borrowers making payments when due under the Senior Credit Agreement (as amended and/or supplemented by the Guarantee Increase Deed);
- (b) to pay costs and expenses incurred by the Parent directly or indirectly in connection with the acquisition by the Parent of any shares in the capital of any of the Lenders (as defined therein);
- (c) to on lend funds to the Borrowers parent companies for the making of payments under (i) the US\$60,000,000 guaranteed loan notes issued by Eagle 3 Limited and (ii) the US\$9,000,000 subordinated term loan facility available to the Parent; and
- (d) to pay any other liability incurred directly or indirectly for the purpose of or otherwise in connection with any such transaction,

in each case where the Borrowers as applicable, is obliged or permitted (in accordance with the Senior Credit Agreement (as amended and/or supplemented by the Guarantee Increase Deed).

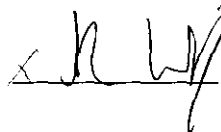
Schedule 5

Cash to be transferred at the time of the giving of the financial assistance is nil, however cash may become payable, under the Upstream Intra-group Loan Agreement and/or under the other documents.

These above Schedules 1 to 5 referred to in the Form 155(6)b declared by the Directors of the Company on 16th November 2005 at 8 Cavendish Square

before me JACK WHIBLEY

London W1G 0ER

 X

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

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160999

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**Please complete
legibly, preferably
in black type, or
bold block
lettering**

The assistance is to be given to: (note 2) Eagle 1 Limited (company no 5593398) with
registered office at 8 Cavendish Square, London W1G 0ER

See Schedule 3 attached

Eagle 1 Limited

† delete as appropriate

See Schedule 4 attached

The amount of cash to be transferred to the person assisted is £ See Schedule 5 attached

The value of any asset to be transferred to the person assisted is £ nil

Please do not
write in this
margin

The date on which the assistance is to be given is within 8 weeks of the date hereof

Please complete
legibly, preferably
in black type, or
bold block lettering

☒ We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ☒ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

* delete either (a) or
(b) as appropriate

(b) ~~We have formed the opinion that this company will be unable to pay its debts as they fall due during the year immediately following that date]~~ (note 3)

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at See Schedule 1 attached

Declarants to sign below

on

Day	Month	Year
16	11	2005

 before me Barbara A. Robinson

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

SCHEDULES

**Financial Assistance Declaration
Section 155(6)b**

ERM Holdings Limited (in respect of financial assistance given by ERM (Overseas Holdings) Limited (the "**Subsidiary**"))

This is the document "Schedule 1", "Schedule 2", "Schedule 3", "Schedule 4", and Schedule 5 referred to in the attached Statutory Declaration.

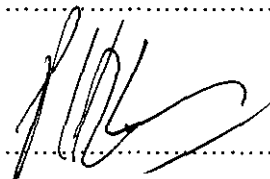
SCHEDULE 1

Names and addresses of all directors

Dr Robin Bidwell Flat 8 Devonshire Court
 26A Devonshire Street
 London W1N 1RJ

Philip Keller 30 Meadowbank
 London NW3 3AY

Peter Regan 710 Colorado Street
 Austin
 Texas 78701
 USA

.....

.....

.....

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

SCHEDULE 2

Number and class of shares acquired

948,597 A ordinary shares of \$0.10 each;
1,138,237 B ordinary shares of \$0.01 each;
1,000 C ordinary shares of \$0.01 each; and
10,900 B deferred shares of £0.01 each.



- 2 -
SCHEDULE 3

Form of financial assistance

1. The entry by the Subsidiary into a guarantee increase deed (the "**Guarantee Increase Deed**"), to be substantially in the form presented at the meeting of the directors of the Company on or around the date hereof, and to be dated within 8 weeks and pursuant to which the parties thereto will increase their liability under the initial guarantee which they will provide by acceding before the date of the Guarantee Increase Deed to the terms of a senior credit agreement (dated 28 October 2005 and made 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 Agent, the financial institutions listed therein as Original Lenders, 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)) (the "**Senior Credit Agreement**") (and contained within the Guarantee Increase Deed) for the punctual performance of all obligations under the Senior Finance Documents (as defined in the Senior Credit Agreement) by, amongst others, the Original Obligors.
2. The entry by Eagle US, Inc., Eagle Germany GmbH and Eagle 4 Limited as borrowers and the Company, the Subsidiary, ERM Limited, ERM-Asia Pacific Holdings, Limited, ERM Europe, Ltd, Environmental Resources Management Limited and ERM Certification and Verification Services Limited as Lenders into an intra-group loan agreement (the "**Upstream Intra-group Loan Agreement**") whereunder, among others, the Company and the Subsidiary each agree to lend to Eagle US, Inc., Eagle Germany GmbH and Eagle 4 Limited, up to an aggregate maximum principal amount of \$349,000,000.
3. The execution and delivery by the Company of the certificates and other documents to be delivered to the Agent pursuant to the Senior Credit Agreement.

SCHEDULE 4

Principal terms on which the financial assistance will be given

- 1 Pursuant to the Guarantee Increase Deed, the Subsidiary will guarantee the obligations of, amongst others, the Original Obligors and of all their obligations arising under the Senior Finance Documents, give various representations and warranties, undertakings, covenants and indemnities to the Senior Finance Parties and will agree that at any time following the occurrence of an Event of Default which is continuing, any Senior Finance Party may set-off any amount standing to the credit of any Obligor's accounts with that Senior Finance Party to the Obligor against any due and payable liability in respect of all the debt due and owing by the Obligor to the Senior Finance Party (capitalised terms in this paragraph (unless otherwise defined in this Form 155 (including appendices) have the meanings given to them in the Senior Credit Agreement (as amended and/or supplemented by the Guarantee Increase Deed)).
- 2 Pursuant to the Upstream Intra-group Loan Agreement, the Subsidiary will agree to lend to Eagle US, Inc., Eagle Germany GmbH and Eagle 4 Limited (the "**Borrowers**"), up to an aggregate maximum principal amount of \$349,000,000 at the Applicable Rate (as therein defined) or such other rate as the parties may agree (capitalised terms in this paragraph (unless otherwise defined in this Form 155 (including appendices)) have the meanings

- 3 -

given to them in the Upstream Intra-group Loan Agreement), such amounts to be available to the Borrowers for the purposes of:

- (a) the Borrowers making payments when due under the Senior Credit Agreement (as amended and/or supplemented by the Guarantee Increase Deed);
- (b) to pay costs and expenses incurred by the Parent directly or indirectly in connection with the acquisition by the Parent of any shares in the capital of any of the Lenders (as defined therein);
- (c) to on lend funds to the Borrowers parent companies for the making of payments under (i) the US\$60,000,000 guaranteed loan notes issued by Eagle 3 Limited and (ii) the US\$9,000,000 subordinated term loan facility available to the Parent; and
- (d) to pay any other liability incurred directly or indirectly for the purpose of or otherwise in connection with any such transaction,

in each case where the Borrowers as applicable, is obliged or permitted (in accordance with the Senior Credit Agreement (as amended and/or supplemented by the Guarantee Increase Deed).

Schedule 5

Cash to be transferred at the time of the giving of the financial assistance is nil, however cash may become payable, under the Upstream Intra-group Loan Agreement and/or under the other documents.

These above Schedules 1 to 5 referred to in the Form 155(6)b declared by the Directors of the Company on 11-16-2005 at Yountville, CA

before me Barbara A. Robinson, Notary Public

Barbara A. Robinson

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

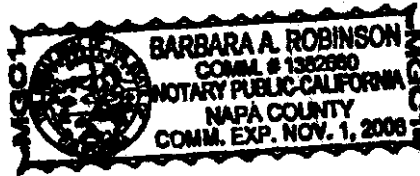
JURAT

State of California, County of Napa

Subscribed and sworn (or affirmed) before me on this 16th day of November
20 05, by Philip H. Keller

personally known to me or proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature: Barbara A. Robinson
Barbara A. Robinson

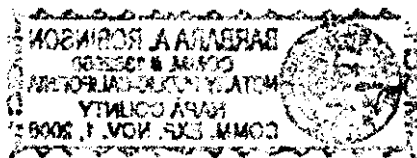


ADDITIONAL INFORMATION

Title or type of document ERM Holding Documents

Date 11-16-2005 Number of pages _____

Signers(s) other than named above _____



Auditors' report to the directors of ERM Holdings Limited pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of ERM Holdings Limited ("the Company") dated 16 November 2005, prepared in accordance with applicable United Kingdom Law, in connection with the proposal that ERM (Overseas Holdings) Limited should give financial assistance in connection with the acquisition of the entire issued share capital of the Company by Eagle 1 Limited.


This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our work, for this report, or for the opinions we have formed.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Ernst & Young LLP
Registered Auditor
London
16 November 2005