

191157/13  
**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to regi  
particulars of a charge for a Sco  
company To do this, please use  
form MG01s

THURSDAY



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\*AIMBLWSY\*

18/08/2011

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COMPANIES HOUSE

**1 Company details**

Company number 03128071

Company name in full ERM LIMITED (the "Company")

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation 08/08/2011

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description HONG KONG MORTGAGE dated 8 August 2011 between the Company, ERM Holdings BV and the  
Security Agent (the "Share Mortgage")

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured All the liabilities and all other obligations as at 8 August 2011 and  
in the future at any time due, owing or incurred by any member of  
the Group and by each Debtor to any Secured Party under the  
Finance Documents (including for the avoidance of doubt any  
parallel debt obligation), both actual and contingent and whether  
incurred solely or jointly and as principal or surety or in any other  
capacity, including, without limitations, all amounts due as  
payment of principal and interest, expenses, penalty interest and  
charges (including if incurred in connection with the recovery of  
sums due under any Finance Document and with the enforcement  
of any of the property charged or intended to be charged by the  
Share Mortgage), fees, indemnities and damages (the "Secured  
Obligations")

Continued on continuation page

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

|          |   |
|----------|---|
| Name     | HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED   |
| Address  | 8 Canada Square, London on its own behalf and as security trustee<br>for the Secured Parties from time to time (the "Security Agent") |
| Postcode | E 1 4 5 H Q   |
| Name     |   |
| Address  |   |
| Postcode |   |

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

**1 SECURITY INTEREST**

The Company, as beneficial owner, has mortgaged and agreed to mortgage to the Security Agent by way of first mortgage, as continuing security for the discharge of the Secured Obligations all of its Shares (whether registered in its name or the name of its nominees for the time being or otherwise) together with (i) all further shares, warrants, securities, dividends and other distributions, rights, money or property accruing, paid, offered or deriving therefrom or in respect thereof, and (ii) all other shares, warrants and other securities issued by the Hong Kong Company acquired by the Company at any time after 8 August 2011 (all of which, or such of the same as remain after the exercise of the Security Agent's powers under clause 10 (Enforcement) of the Share Mortgage or a Receiver's powers under clause 12 (Powers of Receiver) of the Share Mortgage, are hereinafter called the "Mortgaged Securities").

**2 COVENANTS****2 1 General Covenants**

The Company has covenanted with the Security Agent

(a) to procure that the Hong Kong Company does not issue, allot or grant any further shares, warrants or other securities or rights without the consent of the Security Agent or its nominee (s) (in which event the further shares, warrants or other securities rights will be held on the terms of the Share Mortgage and to form part of the Mortgaged Securities),

(b) to procure that the Hong Kong Company does not vary the rights attaching to the Mortgaged Securities, except with the prior written consent of the Security Agent,

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X

*Adrian UP*

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name WGLOVE/MRR/R010 00018/21337746

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales.**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

| 4              | Amount secured  |
|----------------|---|
|                | Please give us details of the amount secured by the mortgage or charge  |
| Amount secured | <p>NOTE</p> <p>In this form MG01:</p> <p>"Debtor" means Debtor as such term is defined in the Intercreditor Agreement,</p> <p>"ERM Netherlands" means ERM Holdings B V , a company incorporated in the Netherlands with company registration number 30156416,</p> <p>"ERM UK" mean the Company,</p> <p>"Finance Documents" means Finance Documents as such term is defined in the Senior Facilities Agreement,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being (including, for the avoidance of doubt, the Target Group from the Completion Date - as both such terms are defined in the Senior Facilities Agreement),</p> <p>"Hong Kong Company" means ERM-Hong Kong, Limited (with company registration number 0415939),</p> <p>"Intercreditor Agreement" means Intercreditor Agreement as such term is defined in the Senior Facilities Agreement,</p> <p>"Parent" means Emerald 2 Limited (CRN 07551799),</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in either case, appointed under the Share Mortgage,</p> <p>"Secured Parties" means the Secured Parties as such term is defined in the Senior Facilities Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, or any agreement for any of the same,</p> <p>"Senior Facilities Agreement" means a senior multicurrency term, capital expenditure/acquisition and revolving facilities agreement dated 15 July 2011 and entered into between, among others, the Parent, the companies listed therein as original borrowers, the companies listed therein as original guarantors, Banc of America Securities Limited, BNP Paribas, London Branch, Credit Agricole Corporate and Investment Bank, HSBC Bank plc, Mizuho Corporate Bank, Ltd and RBC Capital Markets as mandated lead arrangers, the financial institutions listed therein as original lenders, HSBC Bank plc as agent (the "Agent") and HSBC Corporate Trustee Company (UK) Limited as security agent (the "Security Agent"), as amended and restated from time to time,</p> <p>"Senior Finance Document" means Senior Finance Document as such term is defined in the Intercreditor Document;</p> <p>"Shares" means the ordinary shares of the Hong Kong Company owned by the Shareholders, in relation to a Shareholder, "its Shares" shall mean all the Shares owned by that Shareholder,</p> |

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## Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Shareholders" means ERM Netherlands and ERM UK, and "Shareholder" means either one of them,

"Subsidiary" means in relation to any company, corporation or legal entity (a "holding company") any company, corporation or legal entity

(a) which is directly or indirectly, controlled by or under common control with the holding company, or

(b) more than half the issued share capital or voting rights or similar rights of ownership of which is or are beneficially owned, directly or indirectly, by the holding company, or

(c) which is a subsidiary or another subsidiary of the holding company,

and, for these purposes, a company, corporation or legal entity shall be treated as being controlled by another if that other company, corporation or legal entity is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 2 2 Restrictive Covenant

The Company has covenanted with the Security Agent that it will not create or permit to subsist any Security (other than any Security arising by operation of law) over, or dispose of, any of the Mortgaged Securities (or the equity of redemption in relation to any of the same), except with the prior written consent of the Security Agent or as permitted by the Senior Finance Documents

#### 3 FURTHER ASSURANCE

The Company will execute and do, and procure other parties to execute and do, such assurances, acts, deeds and things as the Security Agent or a Receiver may reasonably require (including instruments of transfer, proxies, notices, particulars, forms or other documents required to be noted, filed or submitted for registration in the Shareholders' registers (including registers of mortgages, charges and other Securities)), for protecting or perfecting the security created by the Share Mortgage or for facilitating the realisation of the Mortgaged Securities and the exercise of all rights vested in the Security Agent and any Receiver under the Share Mortgage







## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3128071  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A HONG KONG MORTGAGE DATED  
8 AUGUST 2011 AND CREATED BY ERM LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
MEMBER OF THE GROUP AND BY EACH DEBTOR TO ANY  
SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 18 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES