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**MG01**

Particulars of a mortgage or charge



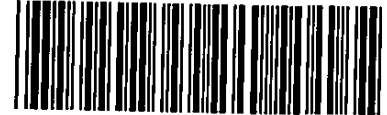
**A fee is payable with this form.**

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 register  
particulars of a charge for a  
company. To do this, please  
use form MG01s

THURSDAY



\*AIMBTWS6\*

A14

18/08/2011

61

COMPANIES HOUSE

**1 Company details**

Company number 03128071

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

For official use

→ **Filing 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 DEED OF DISCLOSED PLEDGE OVER REGISTERED SHARES dated 8 August 2011 between the  
Pledgor, the Pledgee and the Company (the "Share Pledge Agreement")

**4 Amount secured**

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

Amount secured All monetary payment obligations (whether as at 8 August 2011 or  
in the future, actual or contingent) owing by the Pledgor to the  
Pledgee under or in connection with

(i) its Parallel Debt, and

(ii) the Finance Documents (other than in connection with its  
Parallel Debt, but only to the extent owed to the Pledgee and not  
to any of its assignees or transferees) (the "Secured Obligations").

Continued on continuation page

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

**MG01**

## Particulars of a mortgage or charge

**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 as pledgee (the "Pledgee")
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 AGREEMENT AND CREATION OF PLEDGE****1 1 Agreement to pledge Collateral**

As security for the payment when due of the Secured Obligations the Pledgor has agreed with the Pledgee to grant to the Pledgee a right of pledge over its Collateral

**1 2 Creation of pledge over Collateral**

As security for the payment when due of the Secured Obligations the Pledgor, as the case may be in advance, has granted to the Pledgee by way of the Share Pledge Agreement a right of pledge over its Collateral. The Pledgee, as the case may be in advance, has accepted this right of pledge by way of the Share Pledge Agreement

**2. DISPOSAL AND NEGATIVE PLEDGE**

Except as explicitly permitted under the Finance Documents, the Pledgor shall not without the prior written consent of the Pledgee

(a) sell, transfer or otherwise dispose of the Collateral in whole or in part and whether or not in advance,

(b) create or permit to subsist whether or not in advance any limited right or other encumbrance on the Collateral other than as envisaged under the Share Pledge Agreement or permit to subsist any attachment over the Collateral, or

(c) other than in the ordinary course of business and on arms length terms vary the term or extend, release, determine, rescind or grant time for payment in respect of the Collateral if that variation, extension, release, determination, rescission or granting of time for payment in respect of the Collateral would have a material adverse effect on the rights of pledge

# MG01

## Particulars of a mortgage or charge

7

### 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

8

### 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).

9

### Signature

Please sign the form here

Signature

Signature

X *Admet LLP*

X

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

# MG01

## 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 00018/21354067

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)

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

#### NOTE

In this form MG01

"Collateral" means all Shares, New Shares and rights as at 8 August 2011 and in the future related thereto, including but not limited to rights in respect of dividend or of conversion, repurchase or capital reduction, bonus shares, stock dividend, liquidation or other forms of distributions, warrants, claims and options,

"Company" means ERM International B V , a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), having its corporate seat at Amsterdam (address second floor, Exchequer Court, 33 St Marys Axe, London, EC3A 8AA, United Kingdom, trade register number 33202492),

"Facilities Agreement" means the facilities agreement dated 15 July 2011 between, among others, the Pledgor, the Parent, the original lenders named therein and HSBC Bank plc as the Agent,

"Finance Documents" means Finance Documents as such term is defined in the Facilities Agreement,

"Intercreditor Agreement" means the intercreditor agreement dated 15 July 2011 between, among others, the Parent, the debtors defined therein, the financial institutions defined therein and HSBC Bank plc as the Agent,

"New Shares" means any and all shares in the share capital of the Company which the Pledgor will acquire after the execution of the Share Pledge Agreement,

"Parallel Debt" means Parallel Debt as such term is defined in clause 15 2 (Parallel Debt (Covenant to Pay the Security Agent) of the Intrecreditor Agreement,

"Parent" means Emerald 2 Limited (CRN 07551799), and

"Shares" means eighteen thousand one hundred fifty two (18,152) registered ordinary shares in the share capital of the Company, with a nominal value of one euro (EUR 1) each, numbered 1 up to and including 18,152



## **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. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF DISCLOSED PLEDGE  
OVER REGISTERED SHARES DATED 8 AUGUST 2011 AND  
CREATED BY ERM LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO HSBC  
CORPORATE TRUSTEE COMPANY (UK) LIMITED 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