

MR01

Particulars of a charge

714378/23

2L Acc

Oyez



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the last page.



**What this form is for**

You may use this form to register  
a charge created or evidenced by  
an instrument.



**What this form is NOT for**

You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will  
be scanned and placed on the public record. **Do not send the original.**

THURSDAY



\*A8GR0CNF\*

A15

24/10/2019

#10

COMPANIES HOUSE

1

**Company details**

Company number

0 3 1 2 8 0 7 1

Company name in full

ERM Limited

For official use

17

**Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

2

**Charge creation date**

Charge creation date

0 1 0 1 0 2 0 1 9

3

**Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name



RBC Europe Limited as Second Lien Collateral Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.



I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

nil

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X Weil, Gotshald & Manges (London) LLP X

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

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name

Chris Sheppard

Company name

Weil Gotshal and Manges (London) LLP

Address

110 Fetter Lane

Post town

London

County/Region

Postcode

E C 4 A 1 A Y

Country

UK

DX

Telephone

0207 903 1062



### 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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy



### Important information

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



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 3128071

Charge code: 0312 8071 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2019 and created by ERM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2019.

P

Given at Companies House, Cardiff on 29th October 2019



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

This is certified a true and complete copy of the original save for certain permitted redactions under s.859G of the Companies Act 2006  
*Weil, Gotshal & Manges (London) LLP*  
 Weil, Gotshal & Manges (London) LLP  
 Dated: 17/10/19

## DEED OF ACCESSION

THIS DEED is dated 10 October 2019

### BETWEEN:

*M SPIES-MAJEWSKI*

- (1) **THE PERSONS** listed in Schedule 1 as additional chargors (the **Additional Chargors**);
- (2) **THE PERSONS** listed in Schedule 2 as third party chargors (the **Additional Third Party Chargors** and together with the Additional Chargors, the **Acceding Chargors**);
- (3) **EMERALD 2 LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Security Agreement referred to below (**Holdings**); and
- (4) **RBC EUROPE LIMITED** as agent and security trustee for the Secured Parties (the **Second Lien Collateral Agent**).

### BACKGROUND:

- (A) Each Acceding Chargor is a wholly-owned Subsidiary of Holdings.
- (B) Holdings has entered into a security agreement dated 12 July 2019 (the **Security Agreement**) between Holdings, the other Chargors under and as defined in the Security Agreement and the Second Lien Collateral Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. Each Additional Chargor will also, by execution of a separate instrument, become a party to the Second Lien Credit Agreement as a Loan Party.
- (D) Each Additional Third Party Chargor has agreed to enter into this Deed and to become a Third Party Chargor under the Security Agreement.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

### IT IS AGREED as follows:

#### 1. INTERPRETATION

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Document.

#### 2. ACCESSION – ADDITIONAL CHARGOR

With effect from the date of this Deed each Additional Chargor:

- (a) will become a party to the Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

#### 3. ACCESSION – ADDITIONAL THIRD PARTY CHARGOR

With effect from the date of this Deed each Additional Third Party Chargor:

- (a) will become a party to the Security Agreement as a Third Party Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Third Party Chargor.

#### **4. SECURITY**

- (a) Paragraphs (b) to (h) below apply without prejudice to the generality of Clause 2 (Accession – Additional Chargor) and Clause 3 (Accession – Additional Third Party Chargor) of this Deed.
- (b) This Lien:
  - (i) is created in favour of the Second Lien Collateral Agent;
  - (ii) is security for the payment, discharge and performance of all of the relevant Chargor's Secured Obligations; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Second Lien Collateral Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Lien.
- (e) Subject to clause 2.7 (Excluded Assets) of the Security Agreement, each Additional Third Party Chargor charges by way of a first fixed charge all Shares owned by it and specified in Part 1 of Schedule 3.
- (f) Subject to clause 2.7 (Excluded Assets) of the Security Agreement, each Additional Chargor:
  - (i) charges by way of a first fixed charge all Shares owned by it and specified in Part 1 of Schedule 3;
  - (ii) charges by way of a first fixed charge all Intra-Group Receivables;
  - (iii) charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account specified in Part 3 of Schedule 3; and
  - (iv) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Relevant Contracts specified in Part 2 of Schedule 3 and to the extent any Relevant Contract is not effectively assigned under this paragraph, subject to clause 2.7 (Excluded Assets), the Additional Chargor charges by way of first fixed charge all of its rights under each Relevant Contract specified in Part 2 of Schedule 3
- (g) Subject to clause 2.7 (Excluded Assets) of the Security Agreement, each Additional Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed.
- (h) The floating charge created under this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

#### **5. MISCELLANEOUS**

- (a) With effect from the date of this Deed:

- (i) the Security Agreement will be read and construed for all purposes as if each Acceding Chargor had been an original party in the capacity of Chargor or Third Party Chargor (as applicable) (but so that the Lien created on this accession will be created on the date of this Deed);
  - (ii) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 2 (or any part of it) will include a reference to Schedule 3 to this Deed (or relevant part of it); and
  - (iii) Holdings, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.
- (b) Notwithstanding any other provision of this Deed:
- (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Deed are expressly subject and subordinate to the Liens and security interests granted in favour of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement), including Liens and security interests granted to HSBC Corporate Trustee Company (UK) Limited, as First Lien Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement; and
  - (ii) this Deed (including, without limitation, the exercise of any right or remedy by the Second Lien Collateral Agent under this Deed) is subject to the terms of any applicable Intercreditor Agreement. In the event of any inconsistency between this Deed and any applicable Intercreditor Agreement, the applicable Intercreditor Agreement shall prevail.

## 6. LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

## **SCHEDULE 1**

### **THE ADDITIONAL CHARGORS**

#### **Environmental Resources Management Limited**

Jurisdiction of Incorporation	England and Wales
Registered Number	01014622
Registered Office	2nd Floor Exchequer Court, 33 St. Mary Axe, London, EC3A 8AA

#### **SustainAbility Limited**

Jurisdiction of Incorporation	England and Wales
Registered Number	02108210
Registered Office	2nd Floor, Exchequer Court, St. Mary Axe, London, England, EC3A 8AA

#### **ERM Regulatory Services Limited**

Jurisdiction of Incorporation	England and Wales
Registered Number	10054379
Registered Office	2nd Floor, Exchequer Court, 33 St Mary Axe, London, England, EC3A 8AA

#### **ERM Certification and Verification Services Limited**

Jurisdiction of Incorporation	England and Wales
Registered Number	03147043
Registered Office	Exchequer Court 2nd Floor, Exchequer Court, 33 St. Mary Axe, London, England, EC3A 8AA



## **SCHEDULE 2**

### **THE THIRD PARTY CHARGORS**

#### **ERM-Europe, Ltd.**

Jurisdiction of Incorporation	England and Wales
Registered Number	02137137
Registered Office	2nd Floor Exchequer Court, 33 St Mary Axe, London, EC3A 8AA

#### **ERM Limited**

Jurisdiction of Incorporation	England and Wales
Registered Number	03128071
Registered Office	2nd Floor Exchequer Court, 33 St Mary Axe, London, EC3A 8AA

### SCHEDULE 3

#### PART 1

#### SHARES

<b>Chargor</b>	<b>Subsidiary</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
ERM-Europe, Ltd	Environmental Resources Management Limited	711,920 ordinary £0.10 shares	N/A
ERM Limited	Environmental Resources Management Limited	302,548 ordinary £0.10 shares	N/A
ERM-Europe, Ltd	ERM Certification and Verification Services Limited	10,000 ordinary £0.10 shares	N/A
ERM Limited	SustainAbility Limited	99,175 ordinary £0.10 shares	N/A
ERM Limited	ERM Regulatory Services Limited	1 ordinary £1.00 share	N/A

#### PART 2

#### RELEVANT CONTRACTS

<b>Chargor</b>	<b>Borrower</b>	<b>Date of Agreement</b>
Environmental Resources Management Limited	Eagle 4 Limited	01 April 2017
ERM Certification and Verification Services Limited	Eagle 4 Limited	01 April 2017

#### PART 3

#### ACCOUNTS

<b>Bank</b>	<b>Sort Code</b>	<b>Account No.</b>
Environmental Resources Management Limited		

Barclays Bank PLC	[REDACTED]	[REDACTED] 3350
Barclays Bank PLC	[REDACTED]	[REDACTED] 0633
<b>ERM Regulatory Services Limited</b>		
Barclays Bank PLC	[REDACTED]	[REDACTED] 5217

**SIGNATORIES**

EXECUTED as a DEED by )  
Environmental Resources )  
Management Limited  
acting by *CANDIA SEDONA* )



in the presence of:



Witness's signature:

Name:

*JOHN EASH*

Address:

**ERM Ltd  
2nd Floor, Exchequer Court  
33 St Mary Axe  
London EC3A 8AA**

EXECUTED as a DEED by )  
SustainAbility Limited )  
acting by *CLAUDIO BROWN*)



in the presence of:



Witness's signature:

Name:

*Jon East*

Address:

**ERM Ltd**  
**2nd Floor, Exchequer Court**  
**33 St Mary Axe**  
**London EC3A 8AA**

EXECUTED as a DEED by )  
ERM Regulatory Services )  
Limited *CLAND BRENDA* )  
acting by )

[Redacted Signature]

in the presence of:

[Redacted Signature]

Witness's signature:

Name:

*Jon EAST*

Address:

**ERM Ltd**  
**2nd Floor, Exchequer Court**  
**33 St Mary Axe**  
**London EC3A 8AA**

**EXECUTED as a DEED by**  
**ERM Certification and**  
**Verification Services**  
**Limited**  
acting by

)  
)  
)

in the presence of:

Witness's signature:  
Name:  
Address:

)  
.....  
.....  
.....  
.....  
.....

**ERM Ltd**  
**2nd Floor, Exchequer Court**  
**33 St Mary Axe**  
**London EC3A 8AA**

**EXECUTED** as a **DEED** by )  
**ERM-Europe, Ltd.** )  
acting by )

[REDACTED]

in the presence of:

[REDACTED]

Witness's signature:

Name:

Address:

.....  
JUN EAST  
.....  
.....

**ERM Ltd**  
**2nd Floor, Exchequer Court**  
**33 St Mary Axe**  
**London EC3A 8AA**



**EXECUTED as a DEED by**  
**ERM Limited**  
acting by

)  
)  
)

in the presence of:

Witness's signature:  
Name:  
Address:

)  
JON EAST  
.....  
.....

**ERM Ltd**  
**2nd Floor, Exchequer Court**  
**33 St Mary Axe**  
**London EC3A 8AA**

**EXECUTED as a DEED by**  
**Emerald 2 Limited**  
acting by

)  
)  
)



in the presence of:



Witness's signature:  
Name:  
Address:

.....  
JAN EASH  
.....  
.....

**ERM Ltd**  
**2nd Floor, Exchequer Court**  
**33 St Mary Axe**  
**London EC3A 8AA**

**The Second Lien Collateral Agent**

**RBC EUROPE LIMITED**

By:



JOHNSON TSE  
AUTHORISED SIGNATORY