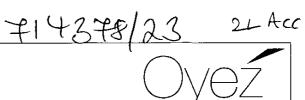
In accordance with Sections 859A & 859J of the Companies Act 2006.

MR01

Particulars of a charge



	Go online to file this information www.gov.uk/companieshouse A fee is payable with this form Please see 'How to pay' on the last please see 'How to pay' on the 'How to pay' on the last please see 'How to pay' on the 'How to pay' on the last please see 'How to pay' on the '	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
	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	*ABGRØCNF*
3	You must enclose a certified copy of the instrument with this form. This will scanned and placed on the public record. Do not send the original .	A15 24/10/2019 #10 COMPANIES HOUSE
1	Company details	For official use
Company number	0 3 1 2 8 0 7 1	► Filling in this form
Company name in full	ERM Limited	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,	$ \begin{bmatrix} $	
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 Age	ent
Name		
Name		
Name		
	If there are more than four names, please supply any four of these names then tick the statement below.	1.
	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.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some		
Brief description	nil	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 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 1			
	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.	This statement may be filed after the registration of the charge (use form MR06).		
9	Signature			
	Please sign the form here.			
Signature	× Weil, Golshal & Maryes (London) LLD ×			
	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 Postcode E C 4 A 1 A Y Country/Region

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.

1

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 or email 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



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.



Given at Companies House, Cardiff on 29th October 2019





DEED OF ACCESSION

THIS DEED is dated 10 October 2019

BETWEEN:

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 & Munges (Condon) LLP
Weil, Gotshal & Manges (London) LLP

Dated: 17/10/10

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

1

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:
 - 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
 - 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

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
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

Chargor	Borrower	Date of Agreement
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

Bank	Sort Code	Account No.
Environmental Resources Management Limited		

Barclays Bank PLC			3350
Barclays Bank PLC			0633
ERM Regulatory Services Limited			
Barclays Bank PLC			5217

SIGNATORIES

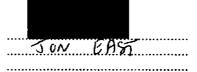
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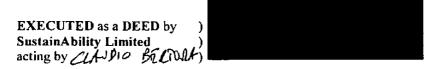


in the presence of:

Witness's signature:

Name: Address:

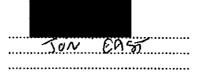




in the presence of:

Witness's signature:

Name: Address:



EXECUTED as a DEED by ERM Regulatory Services Limited CLANO BROWN acting by	
in the presence of:	
Witness's signature: Name: Address:	JON EAST

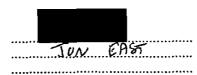
EXECUTED as a DEED by ERM Certification and Verification Services Limited acting by	
in the presence of:	
Witness's signature: Name: Address:	JON KAST

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

in the presence of:

Witness's signature: Name:

Address:



)
JON EAST

EXECUTED as a DEED by Emerald 2 Limited acting by)
in the presence of:	
Witness's signature: Name: Address:	JON EAST

The Second Lien Collateral Agent

RBC EUROPE LIMITED

By:

