

MR01

Particulars of a charge

714377/23

1L Acc

Oyez



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 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
an instrument. Use form MR08.

THURSDAY



A15 *A8GR0CN7* #9
24/10/2019
COMPANIES HOUSE

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 by a 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.**

1 Company details

Company number 0 3 1 2 8 0 7 1

Company name in full ERM Limited

18 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 Charge creation date

Charge creation date d 1 d 0 m 1 m 0 y 2 y 0 y 1 y 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 HSBC Corporate Trustee Company (UK) Limited as
First 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**

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.

☐

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

9**Signature**

Please sign the form here.

Signature

Signature

X Weid, Goddard & Manners (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
Country/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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3128071

Charge code: 0312 8071 0018

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.

R

Given at Companies House, Cardiff on 29th October 2019

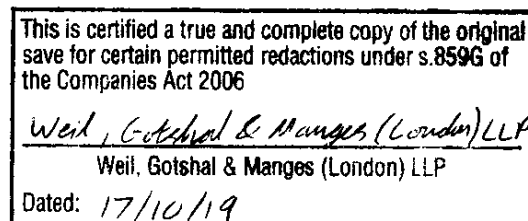


Companies House



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

11



DEED OF ACCESSION

THIS DEED is dated 10 October 2019

BETWEEN:

- (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) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as agent and security trustee for the Secured Parties (the **First 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 First 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 First 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 First 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 First 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

With effect from the date of this Deed:

- (a) 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);
- (b) 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
- (c) 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.

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	[REDACTED]	[REDACTED] 3350
Barclays Bank PLC	[REDACTED]	[REDACTED] 0633
ERM Regulatory Services Limited		
Barclays Bank PLC	[REDACTED]	[REDACTED] 5217

SIGNATORIES

EXECUTED as a DEED by)
Environmental Resources)
Management Limited
acting by *Chris Williams*)



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)
SustainAbility Limited)
acting by CLARE BROWN)

in the presence of:

Witness's signature:

Name:

Address:

JOHN EAST

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

EXECUTED as a DEED by)
ERM Regulatory Services)
Limited *CLAUDIO BRETOS*)
acting by)

[Redacted Signature]

in the presence of:

[Redacted Signature]

Witness's signature:

Name:

JOHN 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:

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

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:

..... JON EAST

Address:

.....

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

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

[Redacted]

in the presence of:

[Redacted]

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)
Emerald 2 Limited)
acting by)

[Redacted Signature]

in the presence of:

[Redacted Signature]

Witness's signature:

Name:

Address:

.....
JON EAST
.....
.....

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

The First Lien Collateral Agent

HSBC Corporate Trustee Company (UK) Limited

By

Shunsuke Takekawa
Authorised Signatory