

MG01

Particulars of a mortgage or charge



191156/104

**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 form MG01s

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19/08/2011

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COMPANIES HOUSE

For official use

1

**Company details**

Company number

0 4 0 6 7 9 9 3

Company name in full

ERM HOLDINGS LIMITED (the "Company")



**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

d0 d8 m0 m8 y2 y0 y1 y1

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

SECURITY ACCESSION DEED dated 8 August 2011 between the New Charging Companies, the Parent and the Security Agent (the "Deed of Accession")

4

**Amount secured**

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

Amount secured

All the money and liabilities and all other obligations due, owing or incurred as at 8 August 2011 or in the future 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 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 of the contracts subject to Transaction Security and with the enforcement of the Security), fees, indemnities and damages (the "Indebtedness")

Continued on continuation page

**Continuation page**

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

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## 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 security trustee for itself

and the other Secured Parties (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 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 8 August 2011 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

#### 2 CHARGING CLAUSE

##### 2 1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets both as at 8 August 2011 and in the future, from time to time owned by it or in which it has an interest by way of first fixed charge.

(a) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(b) all interests in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(c) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(d) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(e) all monies standing to the credit of its accounts (including the Cash Collateral Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,

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## 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 *Amal K P*

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 00018/21354723

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	<b>Amount secured</b>	
	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>"Acquisition Documents" means the Warranty Deed (as such term is defined in the Senior Facilities Agreement),</p> <p>"Agreed Security Principles" means the principles set out in schedule 13 (Agreed Security Principles) to the Senior Facilities Agreement,</p> <p>"Assigned Agreements" means the Acquisition Documents, the Insurances and the Structural Intra-Group Loans,</p> <p>"Book Debts" means all book and other debts and monetary claims and receipts;</p> <p>"Cash Collateral Accounts" means the Mandatory Prepayment Account as such term is defined in the Senior Facilities Agreement,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession;</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 4 to the Deed of Accession and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p> <p>"Debenture" means the debenture dated 15 July 2011 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any),</p> <p>"Debtor" means Debtor as such term is defined in the Intercreditor Agreement,</p> <p>"Declared Default" means</p> <p>(a) an Event of Default pursuant to clause 28 1 (Non-payment) of the Senior Facilities Agreement has occurred, or</p> <p>(b) an Event of Default which has resulted in the Agent exercising any of its rights under clause 28 22 (Acceleration) of the Senior Facilities Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent ,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p>	

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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>"Event of Default" means any event or circumstance specified as such in clause 27 43 (Limitations of Undertakings) of the Senior Facilities Agreement and in clause 28 (Events of Default) of the Senior Facilities Agreement;</p> <p>"Finance Documents" means Finance Documents as such term is defined in the Senior Facilities Agreement,</p> <p>"Finance Parties" means the Finance Parties (including, for the avoidance of doubt, any Hedge Counterparty) (as both such terms are defined in the Senior Facilities Agreement),</p> <p>"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Deed of Accession, as set out in clause 2 2 herein,</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>"Group Company" means a member of the Group,</p> <p>"Hedging Agreement" means Hedging Agreement as such term is defined in the Senior Facilities Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 8 August 2011 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may subsist as at 8 August 2011 or in the future), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group (which may subsist as at 8 August 2011 or in the future)</p> <p>"Intercreditor Agreement" means the Intercreditor Agreement as such term is defined in the Senior Facilities Agreement,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"New Charging Companies" means the companies listed in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto,</p> <p>"Parent" means Emerald 2 limited (CRN 07551799),</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

"Quasi-Security" has the meaning given to that term in clause 27 15 (Negative Pledge) of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Deed of Accession,

"Secured Party" means each Finance Party from time to time and Receiver or Delegate,

"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,

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 6 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Senior Facilities Agreement" means a syndicated facility agreement dated on or about 15 July 2011 between among others the Parent, the original lenders named therein, HSBC Bank plc as Agent and the Security Agent,

"Structural Intra-Group Loan" means Structural Intra-Group Loan as such term is defined in the Senior Facilities Agreement",

"Structural Intra-Group Loan Agreements" means the intra-group loan agreements set out in schedule 7 (Structural Intra-Group Loan Agreements) to the Debenture,

"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 of 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.

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries (including, without limitation, those listed in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto), and

"Transaction Security" means Transaction Security as such term is defined in the Senior Facilities Agreement

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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	<p>(f) all its Intellectual Property,</p> <p>(g) all rights and interest in the Hedging Agreements;</p> <p>(h) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(i) its goodwill and uncalled capital, and</p> <p>(j) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements</p> <p>2 2 Floating Charge</p> <p>As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 8 August 2011 and in future not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above, or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, including heritable property and all other assets in Scotland</p> <p>2 3 Security Assignment</p> <p>As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements identified in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto, providing that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p>2 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Deed of Accession</p>	



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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 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

#### 3 FURTHER ASSURANCE

##### 3 1 General

(a) Subject to the Agreed Security Principles, the Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may require

(i) to perfect and/or protect the security created (or intended to be created) by the Deed of Accession,

(ii) to facilitate the realisation or enforcement of such security,

(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Deed of Accession, and/or

(iv) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Deed of Accession,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever Provided that the Company is under no obligation to serve a notice of assignment relating to any charge which has been converted to an assignment unless a Declared Default has occurred

(b) Any security document required to be executed by the Company under clause 5 1 of the Debenture, as set out in this clause 3 1 will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture

#### 4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

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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

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent

#### SCHEDULES

##### SCHEDULE 1

##### The New Charging Companies

Company Name	Company Number	Jurisdiction
Eagle 5 Limited	05644458	England and Wales
ERM Holdings Limited	04067993	England and Wales
ERM (Overseas Holdings) Limited	03698847	England and Wales
ERM-Europe, Ltd	02137137	England and Wales
ERM Certification and Verification Services Limited	03147043	England and Wales
Environmental Resources Management Limited	01014622	England and Wales
ERM Limited	03128071	England and Wales
ERM-Asia Pacific Holdings, Limited	03067139	England and Wales
ERM Holdings B V	30156416	Netherlands
ERM International B.V	33202492	Netherlands

##### SCHEDULE 2

##### Details of Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
ERM Holdings Limited	ERM Limited	1,736,475 Ordinary shares of £0.05 each	N/A

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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

SCHEDULE 3  
Assigned Agreements  
  
None as at 8 August 2011



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

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

**COMPANY NO. 4067993  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED  
DATED 8 AUGUST 2011 AND CREATED BY ERM HOLDINGS  
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 19 AUGUST 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2011**



*Companies House*  
— for the record —



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

*DX*