

MR04

Statement of satisfaction in full or in part of a charge



You can use the **WebFiling service** to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04



A23

A3GLT201

17/09/2014

#287

COMPANIES HOUSE

1

Company details

Company number 04067993

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

Charge creation

When was the charge created?

→ **Before 06/04/2013** Complete **Part A** and **Part C**

→ **On or after 06/04/2013** Complete **Part B** and **Part C**

Part A

Charges created before 06/04/2013

A1

Charge creation date

Please give the date of creation of the charge

Charge creation date 08/08/2011

A2

Charge number

Please give the charge number. This can be found on the certificate

Charge number* 4

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description SECURITY ACCESSION DEED dated 8 August 2011 between
Emerald 2 Limited as the Parent, the New Charging
Companies (including the Company) and HSBC Corporate
Trustee Company (UK) Limited as the Security Agent
(the "Deed of Accession")

Continuation page

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

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

1 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture dated 17 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) ("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 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

Continued on continuation page

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Charge code ①

Please give the charge code This can be found on the certificate

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part



C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

Allen & Overy LLP

Please give the address of the person delivering this statement

Building name/number

One Bishops Square

Street

Post town

London

County/Region

Postcode

E 1 6 A D

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor on behalf of the chargee (HSBC Corporate
Trustee Company (UK) Limited)



C3

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP
12 September 2014

X

MR04

Statement of satisfaction in full or in part 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 **Brandon Soeiro**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode

E 1 6 A D

Country **UK**

DX

Telephone **020 3088 0000**



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
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**
 - ☐ You have given the charge code
- Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2
 - ☐ You have signed the form



Important information

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



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 or email 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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>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,</p> <ul style="list-style-type: none"> (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, (f) all its Intellectual Property, (g) all rights and interest in the Hedging Agreements, (h) the benefit of all consents and agreements held by it in connection with the use of any of its assets, (i) its goodwill and uncalled capital, and (j) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements <p>2.2 Floating Charge</p> <p>As further 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 or in the future not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, including heritable property and all other assets in Scotland</p> <p>2.3 Security Assignment</p> <ul style="list-style-type: none"> (a) As further 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, provided 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) (b) Until the occurrence of a Declared Default, but subject to clause 8.8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements <p>2.4 Conversion of Floating Charge</p> <p>If</p> <ul style="list-style-type: none"> (a) a Declared Default has occurred, or (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>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture 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</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Security Agent requires, but on terms no more onerous to the Company than the Debenture</p> <p>2 5 Automatic conversion of Floating Charge</p> <p>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 Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>3 FURTHER ASSURANCE</p> <p>3 1 General</p> <p>(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</p> <p>(i) to perfect and/or protect the security created (or intended to be created) by the Debenture,</p> <p>(ii) to facilitate the realisation or enforcement of such security,</p> <p>(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture, and/or</p> <p>(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 Debenture,</p> <p>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</p> <p>(b) Any security document required to be executed by the Company under this clause 5 1 of the Debenture, as set out in this clause 2 1, will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture</p> <p>4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>The Company may not</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(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</p> <p>(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</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

SCHEDULES

SCHEDULE 1

The New Charging Companies

Company Name	Registered 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

SCHEDULE 3

Assigned Agreements

None as at 8 August 2011