

# MR01

## Particulars of a charge



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

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

103989113

☒ **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  
instrument Use form MR08

WEDNESDAY



A04  
18/02/2015  
COMPANIES HOUSE  
#77

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 7 8 8 8 5 4

Company name in full CORDIUM CONSULTING LIMITED

For official use  
4  
→ **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 d1 d3 m0 m2 y2 y0 y1 y5

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 LLOYDS BANK PLC

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

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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

N/A.

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 DLA Piper UK LLP X

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

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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 DENISE PHILLIPS

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 796 6302



**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 £13 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.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)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3788854

Charge code. 0378 8854·0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2015 and created by CORDIUM CONSULTING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2015.

*OK*

Given at Companies House, Cardiff on 26th February 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

ACCESSION DEED

THIS ACCESSION DEED is made on 13 FEBRUARY 2015

BETWEEN

- (A) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (B) COLUMBO MIDCO LIMITED (the "Parent"), and
- (C) LLOYDS BANK PLC (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent")

BACKGROUND

This Accession Deed is supplemental to a debenture dated 22 December 2014 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

1.2 Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2. ACCESSION OF THE ACCEDING COMPANIES


2.1 Accession

Each Acceding Company

- (a) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (b) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

47750922\_7

 DLA PIPER  
I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO S. 9 OF THE COMPANIES ACT 2006  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT  
DATE 17/02/2015  
SIGNED DLA Piper Dh LRP  
DLA PIPER

## 2.2 Covenant to pay

Without prejudice to the generality of clause 2.1 (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

## 2.3 Charge and assignment

Without prejudice to the generality of clause 2.1 (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing).

- (a) by way of first legal mortgage all the freehold and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to each Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)),
- (b) by way of first fixed charge
  - (i) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), together with
  - (ii) all Related Rights from time to time accruing to them,
- (c) by way of first fixed charge:
  - (i) all Membership Interests (if any) referred to in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*); and
  - (ii) all other Membership Interests,

in each case, together with (A) all Related Rights from time to time accruing to those Membership Interests and (B) its rights and benefits under all Members' Agreements to which it is a party,
- (d) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts,
- (e) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of

schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)),

- (f) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (g) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances

## **2.4 Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2.4 to the Security Agent and to each other Secured Party as at the date of this Accession Deed

- (a) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*),
- (b) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company, and
- (c) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed

## **2.5 Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (a) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed, and
- (b) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor

### **3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to this Accession Deed

### **4. THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

### **5. NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below

### **6. COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed

### **7. GOVERNING LAW**

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

**IN WITNESS** of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent



## SCHEDULE 1

### The Acceding Companies

Company name	Registered number	Registered office
Cordium Hold Co Limited	07377650	130 Jermyn Street, London, SW1Y 4UR
Cordium Inv Co Limited	07378113	130 Jermyn Street, London, SW1Y 4UR
Cordium Consulting Group Limited	05963788	130 Jermyn Street, London, SW1Y 4UR
Cordium Consulting Limited	03788854	130 Jermyn Street, London, SW1Y 4UR
Cordium Accounting Limited	03738710	130 Jermyn Street, London, SW1Y 4UR

## SCHEDULE 2

### Details of Security Assets owned by the Acceding Companies

#### Part 1 - Real Property

##### Leasehold

N/A

##### Licences

Acceding Company	Licensor	Address	Licence Date	End of Term
Cordium Consulting Group Limited	The Crown Estate Commissioners, Tiger 130 Limited and National Grid Commercial Holdings Limited	Sixth Floor 130 Jermyn Street London SW1Y 4UR	11 September 2014	11 March 2015

#### Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Number and class of shares held	Issued share capital
Cordium Hold Co Limited (07377650)	Cordium Inv Co Limited	1 Ordinary Share of £1	1 Ordinary Share of £1
Cordium Inv Co Limited (07378113)	Cordium Consulting Group Limited	65,000 Ordinary Shares of £0.1	65,000 Ordinary Shares of £0.1
Cordium Consulting Group Limited (05963788)	Cordium Consulting Limited	50,800 Ordinary Shares of £0.10 each	50,800 Ordinary Shares of £0.10 each
	Cordium Accounting Limited	10,000 Ordinary Shares of £1 each 1,000 Ordinary B Shares of £1 each	10,000 Ordinary Shares of £1 each 1,000 Ordinary B Shares of £1 each

### Part 3 - Membership Interests

Acceding Company	Limited Liability Partnership
Cordium Consulting Group Limited (05963788)	Mirabella Advisers LLP (OC384100)
	Mirabella Financial services LLP (OC309035)

### Part 4 - Charged Accounts

Account Holder	Account Number	Account Bank	Account Bank Branch Address	Sort Code
Cordium Hold Co Limited	0203 [REDACTED] (GBP)	Lloyds Bank PLC	Bailey Drive, Gillingham Business Park, Kent, ME8 0LS, Gillingham	300002
Cordium Consulting Group Limited	0203 [REDACTED] (GBP)	Lloyds Bank PLC	Bailey Drive, Gillingham Business Park, Kent, ME8 0LS, Gillingham	300002
	8641 [REDACTED] (EUR)		11-15 Monument St, EC3R 8JU, London	301218
	1167 [REDACTED] (USD)		2 Brunswick Street, Brindleyplace, B1 2JF, Birmingham	309634
Cordium Inv Co Limited	0203 [REDACTED] (GBP)	Lloyds Bank PLC	Bailey Drive, Gillingham Business Park, Kent, ME8 0LS, Gillingham	300002
	1171 [REDACTED] (USD)		2 Brunswick Street, Brindleyplace, B1 2JF, Birmingham	309634
	4900 [REDACTED] (HKD)		11-15 Monument St, EC3R 8JU, London	301218
Cordium Consulting Limited	0203 [REDACTED] (GBP)	Lloyds Bank PLC	Bailey Drive, Gillingham Business Park, Kent, ME8 0LS, Gillingham	300002
	1167 [REDACTED] (USD)		2 Brunswick Street, Brindleyplace, B1 2JF, Birmingham	309634

Cordium Accounting Limited	0080 (GBP)	Lloyds Bank PLC	Bailey Drive, Gillingham Business Park, Kent, ME8 0LS, Gillingham	300002
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#### Part 5 - Intellectual Property

Acceding Company	Country	Number	Classes	Mark	Status
Cordium Consulting Group Limited	United Kingdom	UK00002297159	35, 36, 38, 42	HedgeStart	Filing Date. 5 April 2002 Renewal Date 5 April 2022
Cordium Consulting Group Limited	EU	004975413	35, 36, 38, 42	HedgeStart	Filing Date 07 September 2007 Renewal Date. 23 March 2023

#### Domain Names

Acceding Company	Domain Name
Cordium Consulting Group Limited	cordium cn
Cordium Consulting Group Limited	cordium com mt
Cordium Consulting Group Limited	cordium HK
Cordium Consulting Group Limited	cordium sg
Cordium Consulting Group Limited	mirabellafunds com
Cordium Consulting Group Limited	imshedgeop co uk
Cordium Consulting Group Limited	imshedgeop eu
Cordium Consulting Group Limited	theimgroup co uk
Cordium Consulting Group Limited	imsconsulting co uk

Cordium Consulting Group Limited	cordium co uk
Cordium Consulting Group Limited	cordium.com
Cordium Consulting Group Limited	coligna co uk
Cordium Consulting Group Limited	cordium eu
Cordium Consulting Group Limited	imscompliance com
Cordium Consulting Group Limited	imsconsultingus com
Cordium Consulting Group Limited	imgroupint co.uk
Cordium Consulting Group Limited	imgroupint com
Cordium Consulting Group Limited	imgroupsport com
Cordium Consulting Group Limited	imsselection co uk
Cordium Consulting Group Limited	imsselection com
Cordium Consulting Group Limited	pillar3 co uk
Cordium Consulting Group Limited	pillar3 com
Cordium Consulting Group Limited	pillar3 eu
Cordium Consulting Group Limited	pillar3disclosure co uk
Cordium Consulting Group Limited	pillar3disclosure eu

#### Part 6 - Material Contracts

N/A

#### Part 7 - Insurances

Acceding Companies	Insurer	Policy Number
Cordium Hold Co Limited Cordium Consulting Group Limited Cordium Inv Co Limited Cordium Consulting Limited Cordium Accounting Limited	Hiscox Insurance Company Limited	HU P16 1928084 (15)
Cordium Hold Co Limited Cordium Consulting Group Limited Cordium Inv Co Limited Cordium Consulting Limited	Royal & Sun Alliance	RSAP7990807200

Cordium Accounting Limited		
Cordium Hold Co Limited Cordium Consulting Group Limited Cordium Inv Co Limited Cordium Consulting Limited Cordium Accounting Limited	AIG Europe Ltd	15902397
Cordium Hold Co Limited Cordium Consulting Group Limited Cordium Inv Co Limited Cordium Consulting Limited Cordium Accounting Limited	AIG Europe Ltd	33024857
Cordium Hold Co Limited Cordium Consulting Group Limited Cordium Inv Co Limited Cordium Consulting Limited Cordium Accounting Limited	Chubb Insurance Company of Europe SE	82374688A

EXECUTION PAGES

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first date specified on page 1,

by CORDIUM HOLD CO LIMITED acting by )  
 )  
 )

Director

[Redacted Signature]

ANDREW INSLEY

Witness signature

[Redacted Signature]

Witness name

HODO AHMED

Witness address.

ROPES & GRAY  
5 NEW STREET SQUARE  
LONDON  
EC4A 3BF  
020 3122 1100

Address: 130 Jermyn Street, London, SW1Y 4UR

Facsimile No 020 7691 9722

Attention. Andrew Insley

Executed as a deed, but not delivered until the first date specified on page 1,

by **CORDIUM INV CO LIMITED** acting by )  
)  
)

Director  **ANDREW INSLEY**

Witness signature 

Witness name: HODD AHMED

Witness address **ROPES & GRAY**  
**.5 NEW STREET SQUARE**  
**LONDON**  
**EC4A 3BF**  
**020 3122 1100**

Address 130 Jermyn Street, London, SW1Y 4UR

Facsimile No 020 7691 9722

Attention Andrew Insley



Executed as a deed, but not delivered until the first date specified on page 1,

by **CORDIUM CONSULTING GROUP LIMITED** acting by )  
)  
)

Director



**ANDREW INSLEY**

Witness signature



Witness name

Hoda AHMED

Witness address

ROPES & GRAY  
5 NEW STREET SQUARE  
LONDON  
EC4A 3BF  
020 3122 1100

Address 130 Jermyn Street, London, SW1Y 4UR

Facsimile No 020 7691 9722

Attention Andrew Insley

Executed as a deed, but not delivered until the first date specified on page 1,

by **CORDIUM CONSULTING LIMITED** acting by

)  
)  
)

Director

[Redacted Signature]

ANDREW INSLEY

Witness signature

[Redacted Signature]

Witness name

HODO AHMED

Witness address

ROPER & GRAY  
5 NEW STREET SQUARE  
LONDON  
EC4A 3BF  
020 3122 1100

Address: 130 Jermyn Street, London, SW1Y 4UR

Facsimile No: 020 7691 9722

Attention: Andrew Insley

Executed as a deed, but not delivered until the first date specified on page 1,

by **CORDIUM ACCOUNTING LIMITED** acting by )  
)  
)

Director

[REDACTED]

ANDREW INSLEY

Witness signature

[REDACTED]

Witness name

HODI AHMED

Witness address

ROPER & GRAY  
5 NEW STREET SQUARE  
LONDON  
EC4A 3BF  
020 3122 1100

Address 130 Jermyn Street, London, SW1Y 4UR

Facsimile No 020 7691 9722

Attention Andrew Insley

*(Signature page to Debenture Accession Deed)*

Executed as a deed, but not delivered until the first date specified on page 1,

)

)

)

2

[REDACTED]

HODU AHMED

ROPER & GRAY

## ROPES & GRAY

## 5 NEW STREET SQUARE

**LONDON**

**EC4A 3BF**

~~020 3122 1100~~

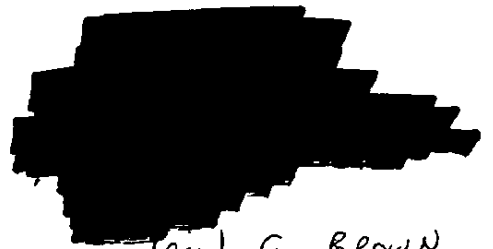
Attention Ivan Stoyanov

(Signature page to Debenture Accession Deed)

THE SECURITY AGENT

Signed by and on behalf of LLOYDS BANK PLC:

)  
)  
)

A large black rectangular redaction box covering the signature area.

Signature

IAN G BROWN

Address. 150 Fountainbridge, Edinburgh, EH3 9PE

Facsimile No 0131 229 0234

Attention: Nicki Keay

*(Signature page to Debenture Accession Deed)*