



Registration of a Charge

Company Name: **STARCOM TECHNOLOGIES LIMITED**

Company Number: **02286795**



Received for filing in Electronic Format on the: **08/06/2021**

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Details of Charge

Date of creation: **03/06/2021**

Charge code: **0228 6795 0006**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**

Brief description: **NONE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2286795

Charge code: 0228 6795 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2021 and created by STARCOM TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2021 .

Given at Companies House, Cardiff on 9th June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 3 June 2021

BETWEEN:

- (1) The entities listed in Schedule 1 (each a **"New Chargor"**, and together the **"New Chargors"**); and
- (2) Lucid Trustee Services Limited as security trustee for itself and the other Secured Parties (the **"Security Agent"**).

RECITAL:

This deed is supplemental to a debenture dated 15 March 2021 between, inter alios, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the **"Debenture"**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to Pay

Subject to any limits on its liability specifically recorded in the Senior Finance Documents, each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

- (a) Subject to clause 3.7 (Excluded Property) of the Debenture, each New Chargor, as security for the payment and discharge of the Secured Obligations, charges by way of first fixed charge in favour of the Security Agent with full title guarantee all of its right, title and interest in its Subsidiary Shares (including as specified in schedule 1 (Subsidiary Shares)), both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights.
- (b) Subject to clause 3.7 (Excluded Property) of the Debenture, each New Chargor (other than a Foreign Chargor), as security for the payment and discharge of the Secured Obligations, charges by way of first fixed charge in favour of the Security Agent with

full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (i) Bank Accounts (including all amounts standing to the credit of its Bank Accounts); and
- (ii) to the extent not effectively assigned by clause 2.4 (Security Assignment) below, its rights as lender under any Assigned Agreement.

2.4 Security Assignment

Subject to clause 3.7 (Excluded Property) of the Debenture, as further security for the payment and discharge of the Secured Obligations, each New Chargor (other than a Foreign Chargor) assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest, both present and future, the Assigned Agreements and all Related Rights, provided that on payment or discharge in full of the Secured Obligations or otherwise in accordance with the Debenture, this deed or the other Finance Documents the Security Agent will, at the request and cost of the relevant Chargor, re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct).

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

Subject to clause 3.7 (Excluded Property) of the Debenture, as further security for the payment and discharge of the Secured Obligations, each New Chargor (other than a Foreign Chargor) charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) and all Related Rights.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed).

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

New Chargors

New Chargor	Registration Number	Jurisdiction of Incorporation
Chiron Midco Limited	10397142	England and Wales
Chiron Bidco Limited	10397327	England and Wales
Node 4 Holdings Limited	08519735	England and Wales
Node 4 Limited	04759927	England and Wales
Starcom Technologies Limited	02286795	England and Wales
Ensco 1032 Limited	08807430	England and Wales
Secura Hosting Ltd	04330657	England and Wales
Chiron Topco Limited	122137	Jersey

SCHEDULE 2

Subsidiary Shares

Chargor	Subsidiary	Number and Class of Shares	Details of nominees (if any) holding legal title to shares	Percentage of shares held by Chargor in the relevant Subsidiary
Chiron Midco Limited	Chiron Bidco Limited	1 Ordinary share of £1.00 each	N/A	100%
Chiron Bidco Limited	Node 4 Holdings Limited	765,049 Ordinary shares of £0.10 each 8420 Deferred shares of £0.10 each	N/A	100%
Node 4 Holdings Limited	Node 4 Limited	1,308,025 Ordinary shares of £1.00 each	N/A	100%
Node 4 Limited	Starcom Technologies Limited	100 Ordinary shares of £1.00 each	N/A	100%
Node 4 Limited	Ensco 1032 Limited	20,010,355 Ordinary shares of £0.01 each	N/A	100%
Ensco 1032 Limited	Secura Hosting Ltd	100 Ordinary shares of £1.00 each	N/A	100%
Chiron Topco Limited	Chiron Midco Limited	1 Ordinary share of £1.00 each	N/A	100%

SCHEDULE 3

Bank Accounts

[None at the date of this deed.]

SCHEDULE 4

Assigned Agreements

[None at the date of this deed.]

SIGNATORIES TO DEED OF ACCESSION

New Chargors

Executed as a deed by
CHIRON MIDCO LIMITED:

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Signature of director



Name of director

LEON KELLER

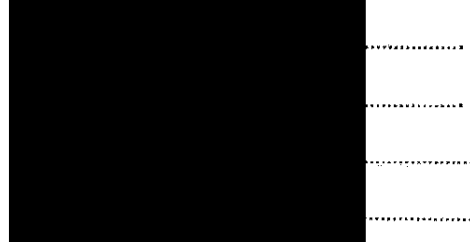
Signature of witness



Name of witness

Lucy Keller

Address of witness



Occupation of witness

Executed as a deed by
CHIRON BIDCO LIMITED:

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Signature of director



Name of director

LEON KELLER

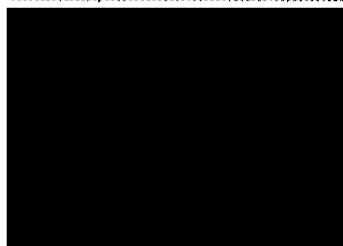
Signature of witness



Name of witness

Lucy Keller

Address of witness



Occupation of witness

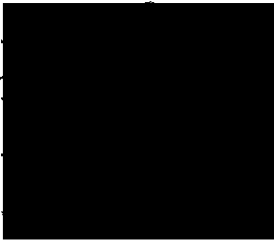
Executed as a deed by)
NODE 4 HOLDINGS LIMITED:)
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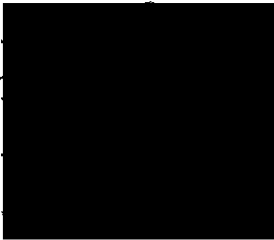
Signature of director 

Name of director LEON KELLER

Signature of witness 

Name of witness Lucy Keller

Address of witness 

Occupation of witness 

Executed as a deed by
NODE 4 LIMITED:

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)

Signature of director



Name of director

LEON KELLER

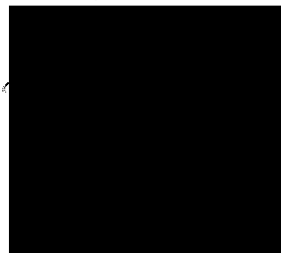
Signature of witness



Name of witness

Lucy Keller

Address of witness



Occupation of witness

Executed as a deed by)
STARCOM TECHNOLOGIES LIMITED:)
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)

Signature of director



Name of director

LEON KELLER

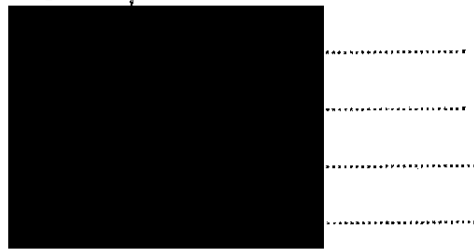
Signature of witness



Name of witness

Lucy Keller

Address of witness



Occupation of witness

Executed as a deed by
ENSCO 1032 LIMITED:

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Signature of director



Name of director

..... LEON KELLER

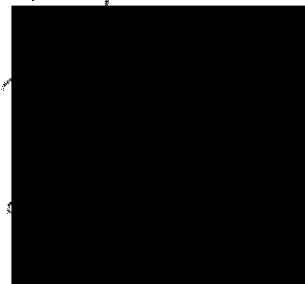
Signature of witness



Name of witness

..... Leon Keller

Address of witness



Occupation of witness

Executed as a deed by
SECURA HOSTING LTD:

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)

Signature of director



Name of director

LEON KELLEN

Signature of witness



Name of witness

Lucy Kellen

Address of witness



Occupation of witness

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[REDACTED]

LEON KELLEN

The Security Agent

Signed for and on behalf of **LUCID**
TRUSTEE SERVICES LIMITED:

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)

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Name:

Notice Details

Address: 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG

Email: deals@lucid-ats.com

Attention: Lucid Agency and Trustee Services Limited