



Registration of a Charge

Company Name: **M2M INTELLIGENCE LIMITED**

Company Number: **07820485**



XBHTIRZE

Received for filing in Electronic Format on the: **29/11/2022**

Details of Charge

Date of creation: **25/11/2022**

Charge code: **0782 0485 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **NONE APPLICABLE**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7820485

Charge code: 0782 0485 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2022 and created by M2M INTELLIGENCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2022 .

Given at Companies House, Cardiff on 29th November 2022

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 Deed of Accession

This Deed is made on

25 November 2022

Between

- (1) **Cosmos Midco Limited** (registered in England with number 12672064 for itself and for the Chargors (**Parent**));
- (2) **Cosmos Bidco Limited** (registered in England and with number 12672104) (**Original Chargor**);
- (3) **The entities** set out in Schedule 1 (the **Acceding Chargors** and each an **Acceding Chargor**); and
- (4) **GLAS Trust Corporation Limited** as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 13 October 2022 between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) The Original Chargor entered into the Debenture as Chargor and is a party to this Deed for the purposes of charging the shares it holds in Caburn Group Limited.
- (C) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by an Acceding Chargor or its Subsidiaries including those listed in Schedule 3 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms), 1.6 (Intercreditor deed), 1.7 (Present and future assets) and 1.8 (Fixed security) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this **Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargors

2.1 Accession

Each Acceding 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.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All Security created by the Acceding Chargors under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of that Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as security trustee for the Secured Parties.

2.4 First legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the Properties described in Schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) Each Acceding Chargor assigns:
 - (i) the agreements described in Schedule 3 (Relevant Agreements) to this Deed; and
 - (ii) its insurance policies described in Schedule 4 (Relevant Policies) to this Deed.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default, each Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

- a) Each Acceding Chargor charges by way of first fixed charge:

- (i) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4) and, in each case, the Premises and Fixtures on each such property;
 - (ii) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
 - (iii) the benefit of all other agreements, instruments and rights relating to its Secured Property;
 - (iv) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
 - (v) the Subsidiary Shares together with all Related Rights;
 - (vi) the Investments together with all Related Rights;
 - (vii) all book and other debts due to the relevant Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
 - (viii) all monies from time to time standing to the credit of each account held by the relevant Acceding Chargor with any bank, building society, financial institution or other person (each an **Account**);
 - (ix) all its Intellectual Property;
 - (x) all its goodwill and uncalled capital;
 - (xi) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
 - (xii) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.
- (b) The Original Chargor charges by way of first fixed charge the applicable Subsidiary Shares as set out in Schedule 3 together with all Related Rights.

2.7 Floating charge

- (a) Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future, other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 and 2.6.
- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under

the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Obligations

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney, to take any action which that Acceding Chargor is obliged to take under this Deed or the Debenture:

- (a) at any time after a Declared Default has occurred and continuing; or
- (b) if any Acceding Chargor has failed to comply with an obligation under a Finance Document within 10 Business Days of notification of such failure by the Security Agent.

Each Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: Building 4, Croxley Park, Hatters Lane, Watford, England, WD18 8YF

Email: Tom.Leigh@cs1-group.com

Attention: Tom Leigh

6 Counterparts

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

7 Governing law and jurisdiction

Clauses 30 (Governing law) and 31 (Enforcement) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1

Acceding Chargors

Company Name	Company Number	Jurisdiction of Incorporation
Caburn Group Limited	12422070	England and Wales
Caburn Telecom Limited	12422111	England and Wales
M2M Intelligence Limited	07820485	England and Wales

Schedule 2
Properties

Schedule 3**Subsidiary Shares**

Chargor	Names and registered number of Subsidiary	Shareholding
Cosmos Bidco Limited	Caburn Group Limited (12422070)	1,200 Ordinary Shares of £1.00 each 1 A Ordinary Share of £1.00 each 1 B Ordinary Share of £1.00 each 1 C Ordinary Share of £1.00 each 1 D Ordinary Share of £1.00 each 1 E Ordinary Share of £1.00 each
Caburn Group Limited	Caburn Telecom Limited (12422111)	1 Ordinary Share of £1.00 each
Caburn Group Limited	M2M Intelligence Limited (07820485)	1,200 Ordinary Shares of £1.00 each 1 A Ordinary Share of £1.00 each 1 B Ordinary Share of £1.00 each 1 C Ordinary Share of £1.00 each 1 D Ordinary Share of £1.00 each 1 E Ordinary Share of £1.00 each

Schedule 4
Relevant Agreements

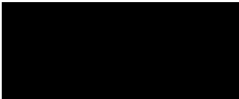


Schedule 4

Relevant Policies

SIGNATURES TO THE SECURITY DEED OF ACCESSION

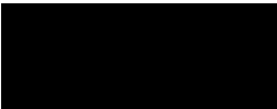


Parent (for itself and as Obligors' Agent)

Executed as a deed by
Cosmos Midco Limited
acting by a director in the presence of) 
)
) Director


Signature of witness
Jon Slupek
Name

Address


Original Chargor

Executed as a deed by
Cosmos Bidco Limited
acting by a director in the presence of) 
)
) Director


Signature of witness
Jon Slupek
Name

Address


Acceding Chargors

Executed as a deed by
Caburn Group Limited
acting by a director in the presence of

) 
)
) Director



.....

Signature of witness

Jon Slupek

Name

Address



Executed as a deed by
Caburn Telecom Limited
acting by a director in the presence of

) 
)
) Director


.....

Signature of witness

Jon Slupek

Name

Address



Executed as a deed by
M2M Intelligence Limited
acting by a director in the presence of

) 
)
) Director


.....

Signature of witness

Jon Slupek

Name

Address



Security Agent

GLAS Trust Corporation Limited

By:

