



Registration of a Charge

Company name: **AVANTI COMMUNICATIONS INFRASTRUCTURE LIMITED**

Company number: **05316577**



X8JFQ7Q1

Received for Electronic Filing: **02/12/2019**

Details of Charge

Date of creation: **20/11/2019**

Charge code: **0531 6577 0012**

Persons entitled: **THE BANK OF NEW YORK MELLON, LONDON BRANCH (AS PRIMARY SECURITY AGENT)**

Brief description:

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:

MILBANK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5316577

Charge code: 0531 6577 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2019 and created by AVANTI COMMUNICATIONS INFRASTRUCTURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2019 .

Given at Companies House, Cardiff on 3rd December 2019

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

SUPPLEMENTAL DEED

dated 20 November 2019

relating to a
debenture dated 26 January 2017

made between

**AVANTI COMMUNICATIONS GROUP PLC
and the other parties named herein**

as Chargors

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH

as Primary Security Agent

**MILBANK LLP
London**

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THIS DEED is made on 20 November 2019 **BY:**

(1) **THE COMPANIES** listed in the Schedule (each a Chargor and together the “**Chargors**”)

IN FAVOUR OF:

(2) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** as trustee for each of the Shared Collateral Creditors (in such capacity, the “**Primary Security Agent**”).

WHEREAS:

- (A) This Deed is supplemental to a debenture dated 26 January 2017 made between the Chargors and the Primary Security Agent (the “**2017 Debenture**”), a security accession deed dated 15 June 2017 made between Avanti Space 3 Limited, Avanti Local TV Services Limited, Avanti Communications Africa Infrastructure 1 Limited, Avanti Communications Africa Infrastructure 2 Limited, Avanti Broadband (Ire) Limited as new chargors, Avanti Communications Group Plc (the “**Parent**”) as chargors’ agent and the Primary Security Agent and supplemental deeds relating to the Debenture dated 20 November 2018 and 24 May 2019 made between the Chargors and the Primary Security Agent (the 2017 Debenture as supplemented, the “**Security Agreement**”).
- (B) The super senior facility agreement dated 15 June 2017 (and as amended and restated on 16 November 2018 and 24 May 2019) and made between, among others, the Chargors and the Primary Security Agent (the “**Super Senior Facility Agreement**”).
- (C) The 1.5 lien facility agreement dated 24 May 2019 between, among others, Avanti Communications Jersey Limited, a financial subsidiary of the Parent, as borrower (the “**Borrower**”), various other subsidiaries of the Parent as guarantors thereunder, Wilmington Trust (London) Limited as administrative agent (the “**Administrative Agent**”) the Primary Security Agent and Wilmington Trust (London) Limited as secondary security agent (the “**Secondary Security Agent**”, and together with the Primary Security Agent, the “**Security Agents**”) (the “**1.5 Lien Facility Agreement**” and as amended by the Joinder Agreement the “**Amended 1.5 Lien Facility Agreement**”) is to be amended pursuant to a joinder amendment agreement between, among others, the Borrower, the Administrative Agent and 2019 Incremental Term Lenders (each as defined therein), in connection with the provision of additional term loans by the 2019 Incremental Term Lenders and the related amendments to the 1.5 Lien Facility Agreement (the “**Joinder Agreement**”).
- (D) The intercreditor agreement dated 26 January 2017 (as amended and restated on 3 July 2017 and 24 May 2019) between, among others, the Parent, the Security Agents, The Bank of New York Mellon, London Branch as existing note trustee and original PIK toggle note trustee (the “**Original PIK Toggle Note Trustee**”) (the “**Intercreditor Agreement**”).
- (E) The Chargors wish to confirm that the security interests granted pursuant to the Security Agreement continue in full force and effect and secure the Secured Obligations notwithstanding the amendments made to the 1.5 Lien Facility Agreement, and,

notwithstanding such confirmation, to grant new security to secure any Secured Obligations not currently secured by the security interests granted pursuant to the Security Agreement.

- (F) It is intended that this document shall take effect as a deed of those parties that execute it as such.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Deed, bear the same meaning when used herein. In addition:

“2013 Debenture” means the debenture dated 3 October 2013 and made between the Parent, the Primary Security Agent and The Bank of New York Mellon, London Branch as note trustee (being the “Existing Debenture” as defined in the 2017 Debenture).

“Charged Property” has the meaning given to that term in the Security Agreement.

“Secured Obligations” means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Shared Collateral Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

1.2 Construction

- (a) The rules of construction set forth in clause 1.2 of the Intercreditor Agreement shall apply to the construction of this Deed, *mutatis mutandis*.
- (b) This Deed is designated a Debt Document.

1.3 Third Party Rights

A person who is not a party to this Deed may not enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 unless the contrary is specifically provided herein, but even then the parties hereto shall at all times be entitled to rescind or vary this Deed without the consent of the person concerned.

2. SECURITY CONFIRMATION

2.1 The Chargors hereby confirm and acknowledge that:

- (a) the security interests created by them under the Security Agreement continue to secure the Secured Obligations, including, but not limited to, the obligations and liabilities under the Amended 1.5 Lien Facility Agreement and the Joinder Agreement;
- (b) their obligations and liabilities arising under the Amended 1.5 Lien Facility Agreement and the Joinder Agreement are included in the Secured Obligations; and

-
- (c) the security interests created under the Security Agreement continue in full force and effect in accordance with the terms of the Security Agreement.

3. CREATION OF FURTHER SECURITY

- 3.1 The Chargors hereby covenant with the Primary Security Agent that they will comply with the provisions of clause 2 (*Covenant to Pay*) of the Security Agreement as if the same were set out in this Deed with the reference to the Secured Obligations (as defined in the Security Agreement) being replaced with a reference to the Secured Obligations (as defined in this Deed).
- 3.2 The Chargors hereby charge to the Primary Security Agent, by way of legal mortgage, fixed charge and/or floating charge, and assign by way of security all their rights, title and interests in and to the Charged Property in the manner and to the extent described in the Security Agreement, such legal mortgage, charge and assignment being made with full title guarantee (excepting the security interests created by the Security Agreement and the 2013 Debenture) and to secure the payment and discharge of the Secured Obligations.
- 3.3 The security interests created by the Chargors pursuant to Clause 3.2 shall be separate and distinct from and shall not merge with the security interests created by the Chargors over the Charged Property pursuant to the Security Agreement.
- 3.4 In relation to the security interests created pursuant to Clause 3.2 and the rights and assets subject thereto, the Primary Security Agent shall have the same rights expressed to be granted to it in respect of the equivalent security interests created by the Security Agreement as if each of the same were set out in this Deed, *mutatis mutandis*.

4. NEGATIVE PLEDGE

- 4.1 No Chargor may create or agree to create or permit to subsist any Security over all or any part of the Charged Property except as permitted under the Debt Documents.

5. INCORPORATION

- 5.1 Save to the extent that any matter is expressly provided for under the terms of this Deed, the provisions and Schedules of the Security Agreement are deemed to be incorporated, *mutatis mutandis*, into this Deed as if they were set out in full in this Deed but with references to “this Debenture” in the Security Agreement being replaced with references to “this Deed” and words such as “herein”, “hereunder”, “hereby” and “hereto”, where they appear in the Security Agreement, shall be construed accordingly.
- 5.2 In the event of any conflict between the express terms of this Deed and the provisions and Schedules of the Security Agreement incorporated by reference pursuant to this Clause 5, the express terms of this Deed shall prevail.

6. CONTINUING SECURITY AND OTHER MATTERS

This Deed and the obligations of the Chargors under this Deed (including their obligations under Clause 3 (*Creation of further security*)) shall extend to the ultimate balance from time to time owing in respect of the relevant Secured Obligations and shall be a continuing

security notwithstanding any intermediate payment, partial settlement or other matter whatsoever until all the Secured Obligations have been irrevocably paid in full in accordance with the Debt Documents.

7. MISCELLANEOUS

7.1 Continuing Effect

Save to the extent that any matter is expressly provided for under the terms of this Deed, the Security Agreement, and the obligations of each Chargor thereunder, will remain in full force and effect.

7.2 Counterparts

This Deed may be executed in counterparts, all of which when taken together shall constitute a single deed.

7.3 Invalidity of any Provision

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

7.4 Failure to Execute

Failure by one or more parties to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other parties who do not execute this Deed.

8. GOVERNING LAW

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

9. ENFORCEMENT

- (a) Subject to Clause (b) below, the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (b) The parties agree that, for the benefit of the Primary Security Agent only, nothing in this Deed shall limit the right of the Primary Security Agent to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

THIS DEED has been executed and delivered as a deed by each party hereto on the date specified above.

Schedule
The Chargors

Name of Chargor	Registered Number	Registered Address
Avanti Communications Group Plc	06133927	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Broadband Limited	03958887	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Communications Infrastructure Limited	05316577	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Communications Africa Infrastructure Limited	09995469	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Communications Limited	03101607	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Space Limited	05316540	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti HYLAS 2 Limited	07072502	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Communications Marketing Services Limited	07407494	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Space 3 Limited	06020078	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Local TV Services Limited	06036733	Cobham House 20 Black Friars Lane London EC4V 6EB

Avanti Communications Africa Infrastructure 1 Limited	09995872	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Communications Africa Infrastructure 2 Limited	09996173	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Broadband (Ire) Limited	06828865	Cobham House 20 Black Friars Lane London EC4V 6EB
Avanti Communications Jersey Limited	129036	47 Esplanade, St Helier, Jersey JE1 0BD

EXECUTED as a DEED by

AVANTI COMMUNICATIONS GROUP PLC acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by
AVANTI BROADBAND LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____



HENRY MADEW

10 GRESHAM ST, LONDON, EC2U 7SD

Solicitor

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by
AVANTI COMMUNICATIONS LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Henry Madell

10 Gresham St, London, EC2V 7JD

Solicitor

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

**EXECUTED as a DEED by
AVANTI SPACE LIMITED acting by:**

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by
AVANTI HYLAS 2 LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by
AVANTI COMMUNICATIONS MARKETING SERVICES LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by
AVANTI COMMUNICATIONS INFRASTRUCTURE LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by

AVANTI COMMUNICATIONS AFRICA INFRASTRUCTURE LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by

AVANTI SPACE 3 LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____



Henry Madell
10 Gresham St, London, EC2V70B
Solicitor

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com
Attention: Nigel Fox

EXECUTED as a DEED by

AVANTI LOCAL TV SERVICES LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by

AVANTI COMMUNICATIONS AFRICA INFRASTRUCTURE 1 LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com
Attention: Nigel Fox

EXECUTED as a DEED by

AVANTI COMMUNICATIONS AFRICA INFRASTRUCTURE 2 LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

EXECUTED as a DEED by

AVANTI BROADBAND (IRE) LIMITED acting by:

as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Avanti Communications Group plc
Cobham House
20 Blackfriars Lane
London EC4V 6EB

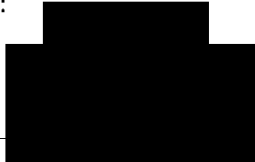
Email: Nigel.Fox@avantiplc.com

Attention: Nigel Fox

For and on behalf of

AVANTI COMMUNICATIONS JERSEY LIMITED

acting by:



Notice Details

Address: Avanti Communications Jersey Limited
47 Esplanade
St Helier
Jersey JE1 0BD

Facsimile: N/A

Attention: Stephanie Marriott and Danny Cole

Email: Directors@crestbridge.com

THE PRIMARY SECURITY AGENT

EXECUTED as a DEED by

THE BANK OF NEW YORK MELLON, LONDON BRANCH acting by its duly authorized signatory:



Thomas Vanson
Authorised Signatory

Notice Details

Address:

Facsimile:

Attention:

Email:

The Bank of New York Mellon
One Canada Square
London
E14 5AL