



**Registration of a Charge**

Company name: **CITYFIBRE INFRASTRUCTURE HOLDINGS PLC**

Company number: **08772997**



X6CF6DLM

Received for Electronic Filing: **08/08/2017**

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**Details of Charge**

Date of creation: **01/08/2017**

Charge code: **0877 2997 0005**

Persons entitled: **RICHARD ATKINS AS SECURITY TRUSTEE**

Brief description: **NONE**

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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: **GOWLING WLG (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8772997

Charge code: 0877 2997 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2017 and created by CITYFIBRE INFRASTRUCTURE HOLDINGS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2017 .

Given at Companies House, Cardiff on 10th August 2017

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

DATE: 1 August 2017

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**SECURITY OVER ACCOUNT AND DEPOSIT MONEYS**

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**CITYFIBRE INFRASTRUCTURE HOLDINGS PLC**

and

**THE SECURITY TRUSTEE**

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THIS DEED is made on the 1 day of August 2017

**BETWEEN:**

- (1) **CITYFIBRE INFRASTRUCTURE HOLDINGS PLC**, a company incorporated in England and Wales with company number 08772997, whose registered office is situate at 15 Bedford Street, London WC2E 9HE (the “**Assignor**”); and
- (2) **RICHARD ATKINS** of 7 The Quillot, Walton-On-Thames KT12 5BY as security trustee for the Seller Parties (as defined below) (the “**Security Trustee**”).

**WHEREAS:**

The Assignor enters into this Deed in connection with a sale and purchase agreement (the “**SPA**”) in relation to the entire issued share capital of Entanet Limited dated 5 July 2017 and made between (1) Yun-Ju Elsa Chen and others as sellers and (2) the Assignor as buyer.

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

*Definitions*

- 1.1 Terms defined in the SPA shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed:

“**Account**”: the deposit account (account number [REDACTED] SWIF code [REDACTED] and account reference [REDACTED]) opened or to be opened in the name of the Assignor with the Account Bank on or before the date of this Deed and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time).

“**Account Bank**”: HSBC Bank PLC acting through its branch at 8 Canada Square, London E14 5HQ.

“**Assigned Property**”: all the assets of the Assignor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

“**Authorisation**”: an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Business Day**”: a day (other than a Saturday or Sunday) on which banks are open for general business in London.

“**Deposit Moneys**”: all moneys in any currency from time to time deposited in or standing to the credit of the Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposits or in respect of the Account and in each case the debts represented thereby.

“**Event of Default**”: either of:

- (a) a Buyer Insolvency Event; or
- (b) the failure by the Assignor to comply with any of its specific payment obligations to the Seller Parties in respect of the Secured Liabilities.

**“Liability Period”**: the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**“LPA”**: the Law of Property Act 1925.

**“Payment Request”**: a notice substantially in the form set out in Schedule 1 (*Form of Payment Request*).

**“Secured Liabilities”**: all present and future indebtedness, moneys, obligations and liabilities of the Assignor to the Seller Parties in respect of the RA Deferred Consideration pursuant to and in accordance with the SPA.

**“Security”**: a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Seller Parties”**: Richard Atkins of 7 The Quillot, Walton-On-Thames KT12 5BY.

**“VAT”**:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

### **Construction**

1.2 Any reference in this Deed to:

- 1.2.1 the **“Security Trustee”**, the **“Assignor”**, any **“Seller Party”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- 1.2.2 **“assets”** includes present and future properties, revenues and rights of every description;
- 1.2.3 a **“benefit”** includes the right to demand or receive money, to exercise all or any rights available at law or in equity, to compel performance and/or to give any notice;
- 1.2.4 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.5 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.6 a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- 1.2.7 a provision of law is a reference to that provision as amended or re-enacted.

1.3 An Event of Default is **“continuing”** if it has not been remedied or waived.

1.4 Clause and Schedule headings are for ease of reference only.

- 1.5 Any reference in this Deed to the SPA or any other agreement or other document shall be construed as a reference to the SPA or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
- 1.5.1 there is an increase or decrease in any facility made available under the SPA or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
  - 1.5.2 any additional, further or substituted facility to or for such facility is provided;
  - 1.5.3 any rate of interest, commission or fees or relevant purpose is changed;
  - 1.5.4 the identity of the parties is changed;
  - 1.5.5 the identity of the providers of any security is changed;
  - 1.5.6 there is an increased or additional liability on the part of any person; or
  - 1.5.7 a new agreement is effectively created or deemed to be created.
- 1.6 Any reference in this Deed to "**this Deed**" shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in this Deed to a "**Clause**" or a "**Schedule**" is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed.
- 1.7 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.8 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.9 It is intended that this document shall take effect as and be a deed of the Assignor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.10 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.
- 1.11 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

#### ***Third Party Rights***

- 1.12 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## **2. COVENANT TO PAY**

The Assignor covenants with the Security Trustee (as trustee for the Seller Parties) that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the SPA.

### **3. GRANT OF SECURITY**

#### ***Assignment***

- 3.1 The Assignor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns absolutely to the Security Trustee (as trustee for the Seller Parties) by way of a first legal assignment all of its present and future right, title, benefit and interest in and to the Account and the Deposit Moneys.

#### ***Release of Security***

- 3.2 Upon the Secured Liabilities being discharged in full in accordance with the terms of SPA, the Security constituted by this Deed shall be automatically released and the property and assets assigned to the Security Trustee (as trustee for the Seller Parties) pursuant to Clause 3.1 above shall be automatically reassigned to the Assignor, in each case subject to Clause 13.3 (*Reinstatement*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

### **4. PERFECTION OF SECURITY**

The Assignor shall, on the date of this Deed, give or join the Security Trustee in giving a notice to the Account Bank substantially in the form set out in Part 1 of Schedule 2 (*Form of Notice of Assignment*) (duly signed by or on behalf of the Assignor) and shall use all reasonable endeavours to procure that the Account Bank promptly provides to the Security Trustee a duly signed acknowledgement of that notice substantially in the form set out in Part 2 of Schedule 2.

### **5. FURTHER ASSURANCE**

#### ***Further Assurance***

- 5.1 The Assignor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)) to:

- 5.1.1 perfect the security created or intended to be created in respect of the Assigned Property;
- 5.1.2 facilitate the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law; and/or
- 5.1.3 facilitate the realisation of the assets which form part of, or are intended to form part of, the Assigned Property.

#### ***Necessary Action***

- 5.2 The Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Deed.

#### ***Implied Covenants for Title***

- 5.3 The assignment made by the Assignor under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a) and Section 3 of that Act shall extend to the Assignor without, in each case, the benefit of Section 6(2) of that Act.



## **6. GENERAL UNDERTAKINGS**

### ***General***

- 6.1 The undertakings in this Clause 6 remain in force from the date of this Deed for so long as any amount in respect of the Secured Liabilities or otherwise is outstanding under this Deed.

### ***Details of Account***

- 6.2 The Assignor shall promptly:

- 6.2.1 notify the Security Trustee of any change in the details of the Account; and
- 6.2.2 deliver to the Security Trustee copies of all statements showing the balance from time to time on the Account.

### ***Restrictions on Repayment and Withdrawals***

- 6.3 The Assignor hereby undertakes that it shall not:

- 6.3.1 make any request or demand to the Account Bank for the payment or repayment of all or any part of the Deposit Moneys; and/or
- 6.3.2 withdraw all or any part of the Deposit Moneys,  
other than as expressly permitted or contemplated under the SPA and this Deed.

### ***Authorisations***

- 6.4 The Assignor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Security Trustee of, any Authorisation required under any law or regulation of its jurisdiction of incorporation:

- 6.4.1 to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed; and
- 6.4.2 to enable it to properly operate its business or to preserve, maintain or renew any Assigned Property.

### ***Compliance with Laws and Regulations***

- 6.5 The Assignor shall comply in all respects with all laws and regulations to which it or any Assigned Property may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Deed.

### ***Information and Notification***

- 6.6 The Assignor shall promptly supply to the Security Trustee such information as the Security Trustee may reasonably require about the Assigned Property and its compliance with the terms of this Deed.
- 6.7 The Assignor shall promptly notify the Security Trustee in writing of any action, claim or demand made by or against it in connection with all or any part of the Assigned Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with the Assignor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Security Trustee's approval of such proposals, implement them at its own expense.

***Not Jeopardise Security***

- 6.8 The Assignor shall not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Deed. In particular, but without limitation, the Assignor shall not release, grant time or indulgence or compound with any third party or do or omit to do any other act or thing which may delay or prejudice the right of the Security Trustee to receive payment of all or any part of the Deposit Moneys.

***Instructions to Account Bank***

- 6.9 Notwithstanding any other provision in this Deed, the Security Trustee shall not issue any instructions to, or serve any notice on, the Account Bank (other than a Payment Request) unless such instructions or, as the case may be notice:
- 6.9.1 are issued following an Event of Default which is continuing, strictly in order to exercise or enforce the Seller Parties' rights under and in accordance with the SPA and this Deed; and
- 6.9.2 relate to the payment of amounts from the Account in accordance with the SPA and this Deed, which are not the subject of any dispute with the Assignor as to the entitlement of the Seller Parties to such amounts.

**7. UTILISATION OF THE ACCOUNT**

- 7.1 At any time before the security constituted by this Deed has become enforceable, payments may be made from the Account in accordance with the terms of, and for the purposes set out in, this Clause 7.
- 7.2 The Assignor may pay monies from the Account by delivery to the Account Bank of a duly completed Payment Request in accordance with Clause 7.3 below only. Each Payment Request shall indicate the party and the bank account to which such payment is to be made.
- 7.3 Each Payment Request shall relate to and be for the purpose of the following:
- 7.3.1 payment of an amount of the Secured Liabilities to the Seller Parties due and payable pursuant to and in accordance with the SPA;
- 7.3.2 payment of an amount due and payable to the Buyer strictly from the RA Deferred Consideration Security Account pursuant to and in accordance with the terms of the SPA; or
- 7.3.3 payment of such other amount as otherwise agreed between the Buyer and the Seller Parties.
- 7.4 The Security Trustee shall, as soon as practicable, countersign each Payment Request in respect of an amount which is properly payable pursuant to Clause 7.3 above and not subject to dispute between the Seller Parties and the Buyer.

**8. ENFORCEMENT OF SECURITY**

***When Security Becomes Enforceable***

- 8.1 At any time after the occurrence of an Event of Default which is continuing, the security constituted by this Deed is immediately enforceable and the Security Trustee shall be entitled (but only for so long as the Event of Default is continuing) to exercise, without notice and without prejudice to the Security Trustee's other rights under this Deed or by virtue of general

law, at any time or times and in such manner as the Security Trustee shall think fit, all or any of the rights, powers and remedies held by it as assignee of the Assigned Property and, in particular, but without limitation, to:

- 8.1.1 demand and receive or recover by legal process all or any part of the Deposit Moneys and on payment to give an effectual discharge for them;
- 8.1.2 exercise all such other rights, powers and remedies as the Assignor is then entitled to exercise in relation to the Assigned Property (or might, but for the terms of this Deed, exercise) to the exclusion of the Assignor (and the Assignor shall exercise all such rights, powers and remedies in accordance with the instructions of the Security Trustee); and
- 8.1.3 do all such acts, deeds and things as the Security Trustee may consider necessary or proper in relation to any of the rights, powers and remedies referred to above.

#### ***Financial Collateral***

- 8.2 To the extent that any of the Assigned Property constitutes “**financial collateral**” and this Deed and the obligations of the Assignor under this Deed constitute a “**security financial collateral arrangement**” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (the “**FCA Regulations**”)), the Security Trustee shall have, in addition, the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Liabilities in accordance with Clause 10.1 (*Order of Application*). For this purpose, the parties agree that the value of such financial collateral shall be, in the case of cash, the amount standing to the credit of the Account, together with all interest accrued but unposted, at the time that the right of appropriation is exercised. The parties further agree that the manner of valuation provided for in this Clause 8.2 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

#### ***Timed Deposits***

- 8.3 The rights and powers of the Security Trustee contained in this Clause 8 shall apply notwithstanding that:
  - 8.3.1 all or any part of the Deposit Moneys may have been or may be deposited for a fixed or minimum period or be subject to a period of notice;
  - 8.3.2 any interest on the Deposit Moneys is calculated by reference to a fixed or minimum period; and/or
  - 8.3.3 any such fixed or minimum period or period of notice may or may not have expired or been given.
- 8.4 The Assignor authorises the Security Trustee at any time after the security constituted by this Deed has become enforceable to break or determine the Deposit Moneys in whole or in part and/or to renew all or any of the Deposit Moneys for such fixed periods as the Security Trustee may (in its absolute discretion) from time to time think fit.

### **9. EXTENSION AND VARIATION OF THE LPA**

#### ***Statutory Powers***

- 9.1 The rights and powers of the Security Trustee contained in Clause 8 (*Enforcement of Security*) shall be in addition to and not to the prejudice of all or any of the powers, authorities and

discretions conferred by the LPA (as varied or extended by this Deed) on mortgagees or otherwise conferred by law on mortgagees. For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed and shall be immediately exercisable by the Security Trustee at any time after the security constituted by this Deed has become enforceable.

***Restrictions***

- 9.2 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.

**10. APPLICATION OF PROCEEDS**

***Order of Application***

- 10.1 All moneys received or recovered by the Security Trustee pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from the Assignor):

10.1.1 in or towards payment of all the Secured Liabilities; and

10.1.2 in payment of the surplus (if any) to the Assignor or other person entitled to it.

- 10.2 Clause 10.1 (*Order of Application*) will override any appropriation made by the Assignor.

**11. NO LIABILITY**

***No Liability***

- 11.1 The Security Trustee shall not in any circumstances (either by reason of taking possession of any Assigned Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Assignor for anything, except actual receipts, or be liable to the Assignor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Assigned Property or from any act, default or omission of the Security Trustee or any of its officers, agents or employees in relation to the Assigned Property or from any exercise or purported exercise or non-exercise by the Security Trustee of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Assigned Property (including, without limitation, any loss of interest caused by the determination before maturity of any Deposit Moneys or by the fluctuation in any exchange rate at which currency may be bought or sold by the Security Trustee).

***No Duty of Enquiry***

- 11.2 Neither the Security Trustee nor its nominee(s) shall be liable to observe or perform any condition or obligation assumed by the Assignor under or in respect of the Assigned Property or be under any duty to the Assignor or any other person to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Assigned Property or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Assigned Property or to enforce any of the other rights, title, interest or benefits assigned under this Deed or to which the Security Trustee may at any time be entitled pursuant to this Deed.

## 12. DECLARATION OF TRUST

- 12.1 The Security Trustee (or any replacement Security Trustee appointed in accordance with the terms of this Deed) shall hold the security and other rights (including, but not limited to, the benefit of the covenants contained in this Deed), titles and interests constituted by this Deed and of all moneys, property and assets paid to the Security Trustee or to its order or held by the Security Trustee or its nominee(s) or received or recovered by the Security Trustee or its nominee(s) pursuant to or in connection with this Deed with effect from the date of this Deed on trust for itself and each of the other Seller Parties absolutely *pro rata* (save as may otherwise be agreed between the Security Trustee and the other Seller Parties from time to time) to the moneys, obligations and liabilities of the Assignor owed to all the Seller Parties (including the Security Trustee) from time to time secured by this Deed.
- 12.2 All moneys received by the Security Trustee shall be held by it upon trust for the Security Trustee and the other Seller Parties according to their respective interests to apply the same in the order specified in Clause 10.1 (*Order of Application*).
- 12.3 The trusts in this Deed shall remain in force until whichever is the earlier of:
- 12.3.1 the expiration of a period of 125 years from the date of this Deed; or
  - 12.3.2 receipt by the Security Trustee of confirmation in writing from all of the Seller Parties that the Secured Liabilities are no longer outstanding.
- 12.4 The Seller Parties (or in the case of incapacity or death of any Seller Party, the representatives of such Seller Party) may by simple majority agree to replace the Security Trustee from time to time by giving not less than twenty calendar days prior written notice to that effect to the Security Trustee (or in the case of incapacity or death, the representatives of the Security Trustee).
- 12.5 The replacement of a Security Trustee under Clause **Error! Reference source not found.** above shall not take effect until such new Security Trustee shall have executed all deeds and documents as are necessary to effect such appointment and the transfer of the Security Trustee's rights and obligations in respect of this Deed in a legal, valid and binding manner.
- 12.6 The replacement of a Security Trustee under Clause **Error! Reference source not found.** above shall not take effect until its successor has confirmed its agreement to be bound by the provisions of this Deed whereupon:
- 12.6.1 the retiring Security Trustee shall be discharged from any further obligations under this Deed other than obligations arising prior to such retirement (but without prejudice to any liabilities which continue to accrue under this Deed); and
  - 12.6.2 its successor and each of the other parties to this Deed shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original party to this Deed.

## 13. EFFECTIVENESS OF SECURITY

### *Continuing Security*

- 13.1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

### ***Cumulative Rights***

- 13.2 The security constituted by this Deed and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law shall be cumulative, in addition to and independent of any right of set-off, combination, lien or other rights exercisable by the Security Trustee or any other Seller Party against any person and of any other guarantee or Security now or subsequently held by the Security Trustee or any other Seller Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Seller Parties over the whole or any part of the Assigned Property shall be superseded by, supersede or merge into, the security constituted by this Deed.

### ***Reinstatement***

- 13.3 If any discharge, release or arrangement (whether in respect of the obligations of the Assignor or any Security for those obligations or otherwise) is made by the Security Trustee or any other Seller Party in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Assignor under, the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

## **14. PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

## **15. REMEDIES AND WAIVERS**

- 15.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 15.2 Any amendment, waiver or consent by the Security Trustee under this Deed must be in writing and may be given subject to any conditions thought fit by the Security Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

## **16. NOTICES**

### ***Communications in writing***

- 16.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

### ***Addresses***

- 16.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Assignor and the Security Trustee for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below:

*Assignor*

Address: 15 Bedford Street, London WC2E 9HE

For the Attention of: Company Secretary

*Security Trustee*

Address: 7 The Quillot, Walton-On-Thames KT12 5BY

For the Attention of: Richard Atkins

or any substitute address, fax number or department or officer as the Assignor may notify to the Security Trustee or, as the case may be, the Security Trustee may notify to the Assignor, in each case by not less than five Business Days' notice.

***Delivery***

- 16.3 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

16.3.1 if by way of fax, when received in legible form; or

16.3.2 if by way of letter, when it has been left at the relevant address or five business days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 16.2 (*Addresses*), if addressed to that department or officer.

- 16.4 Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's name in Clause 16.2 (*Addresses*) (or any substitute department or officer as it shall specify for this purpose).

***English Language***

- 16.5 Any notice or communication given or made under or in connection with this Deed must be in English.

- 16.6 All other documents provided under or in connection with this Deed must be:

16.6.1 in English; or

16.6.2 if not in English, and if so required by the Security Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

**17. 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. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**18. ASSIGNMENT**

No party to this Deed may assign, charge or transfer all or any of its rights under this Deed without the prior written consent of the other party, save for an assignment or transfer of the Security Trustee's rights under this Deed showing to a replacement Security Trustee in accordance with Clause 12 (*Declaration of Trust*).

**19. RELEASES**

Upon the expiry of the Liability Period (but not otherwise) and subject to Clause 13.3 (*Reinstatement*), the Security Trustee shall, at the request and cost of the Assignor, take whatever action is necessary to release the Assigned Property from the security constituted by this Deed.

**20. GOVERNING LAW**

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

**IN WITNESS** of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.



## SCHEDULE 1

### FORM OF PAYMENT REQUEST

To: HSBC Bank PLC

Date:

Dear Sirs

We refer to the Security Over Account and Deposit Moneys dated [ ] 2017 (the “**Agreement**”) between, amongst others, Cityfibre Infrastructure Holdings plc (the “**Assignor**”) and ourselves in respect of the Account. Capitalised terms in this notice have the same meaning as in the Agreement unless otherwise expressly indicated.

We request a payment as follows (the “**Payment**”) from the account in the name of the Assignor with sort code [ ] and account number [ ]:

1. Date of Payment: [ ]
2. Amount: [ ]
3. Account into which the funds must be paid:  
Account name: [ ]  
Account number: [ ]  
Sort code: [ ]  
Account bank: [ ]  
Reference: [ ]

We confirm that the Payment will not cause us to be in breach of the Agreement and is being made for the purpose of:

[payment of an amount of the Secured Liabilities to the Seller Parties due and payable pursuant to and in accordance with the SPA;]

[payment of an amount due and payable to the Buyer from the RA Deferred Consideration Security Account pursuant to and in accordance with the terms of the SPA;] [and/or]

[payment of such other amount as otherwise agreed between the Buyer and the Seller Parties.]

This Notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....  
for and on behalf of the Assignor

.....  
for and on behalf of (), in its capacity as Security Trustee

## SCHEDULE 2

### FORM OF NOTICE OF ASSIGNMENT

#### Part 1 - Form of Notice

To: [Name of Account Bank]

Address: [●]

[Date]

Dear Sirs

[insert name of Security Trustee] (the “**Security Trustee**”) and [insert name of Assignor] (the “**Company**”) HEREBY GIVE NOTICE that by an assignment contained in a security deed dated [●] and made between the Company and the Security Trustee (the “**Security Deed**”), the Company assigned absolutely to the Security Trustee, by way of security, all of its present and future right, title, benefit and interest in and to the following account:

*[Specify account: account name, account number, details of branch etc]*

(the “**Account**”) and all moneys in any currency from time to time deposited in or standing to the credit of the Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposits or in respect of the Account and in each case the debts represented thereby (the “**Deposit Moneys**”).

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

1. to disclose to the Security Trustee, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to the Account and the Deposit Moneys as the Security Trustee may at any time and from time to time request you to disclose to it;
2. after you have received a Payment Request in the form attached to this notice at Annex 1, to pay or release all or any part of the Deposit Moneys in accordance with the terms of such Payment Request; and
3. after you have received written notice from the Security Trustee that an Event of Default has occurred and is continuing:
  - (a) to pay or release all or any part of the Deposit Moneys in accordance with the written instructions of the Security Trustee at any time and from time to time; and
  - (b) to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Security Trustee in any way relating to the Security Deed, the Account or the Deposit Moneys without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Company confirms that:

- (a) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;

- (b) none of the instructions, authorisations or confirmations in this Notice of Assignment (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and
- (c) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [address] for the attention of [officer/department].

This Notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....  
for and on behalf of  
*[insert name of Assignor]*

.....  
for and on behalf of  
*[insert name of Security Trustee]*

## Part 2 - Form of Acknowledgement

To: [insert name of Security Trustee]

Address: [●]

Attention: [●]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. For so long as the instructions contained in the Notice of Assignment are not revoked (by operation of law or otherwise) we agree to and confirm the following:

1. we accept and will comply with the terms of the Notice;
2. we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of or affecting the Account or the Deposit Moneys; and
3. we have not claimed or exercised and will not claim or exercise (except with the Security Trustee's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of the Account or the Deposit Moneys, except in respect of our usual administrative and transactional fees and charges in relation to the Account.

You agree and acknowledge that:

- (i) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which has been signed or communicated by the person by whom it purports to be signed and communicated and we shall not be liable for the consequences such as we have no obligation whatsoever to verify the facts or matters stated therein as true and correct, including whether the terms of any agreement between the Company and yourself have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
- (ii) we shall not be obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or if complying with those instructions could breach a Court Order or be contrary to applicable law or regulation; and
- (iii) nothing will deem us as account bank to be a trustee or other fiduciary with respect to the Account and our relationship to the Security Trustee and the Assignor shall be that of banker and account holder only.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of

[Name of Account Bank]

**Acknowledged and agreed**

.....  
for and on behalf of the Assignor

**Acknowledged and agreed**

.....  
for and on behalf of (), in its capacity as Security Trustee

**ANNEX 1**

**FORM OF PAYMENT REQUEST**

To: HSBC Bank PLC

Date:

Dear Sirs

We refer to the Security Over Account and Deposit Moneys dated [ ] 2017 (the “**Agreement**”) between, amongst others, Cityfibre Infrastructure Holdings plc (the “**Assignor**”) and ourselves in respect of the Account. Capitalised terms in this notice have the same meaning as in the Agreement unless otherwise expressly indicated.

We request a payment as follows (the “**Payment**”) from the account in the name of the Assignor with sort code [ ] and account number [ ]:

1. Date of Payment: [ ]
2. Amount: [ ]
3. Account into which the funds must be paid:  
Account name: [ ]  
Account number: [ ]  
Sort code: [ ]  
Account bank: [ ]  
Reference: [ ]

We confirm that the Payment will not cause us to be in breach of the Agreement and is being made for the purpose of:

[payment of an amount of the Secured Liabilities to the Seller Parties due and payable pursuant to and in accordance with the SPA;]

[payment of an amount due and payable to the Buyer from the RA Deferred Consideration Security Account pursuant to and in accordance with the terms of the SPA;] [and/or]

[payment of such other amount as otherwise agreed between the Buyer and the Seller Parties.]

This Notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....  
for and on behalf of the Assignor

.....  
for and on behalf of ( ), in its capacity as Security Trustee

**EXECUTION PAGES**

**THE ASSIGNOR**

Executed as a deed by )  
**CITYFIBRE INFRASTRUCTURE** )  
**HOLDINGS PLC** ) .....  
on being signed by a Director ) Director  
in the presence of: )

Name of witness:

*Dan BOMSEYK* .....

Signature:

Address:

Occupation:

**THE SECURITY TRUSTEE**

Executed as a deed by  
**RICHARD ATKINS**  
in the presence of:

)  
)  
)  
)



Name of witness:

FABIANO IESINI.....

Signature:

Address:

Occupation:

