



Registration of a Charge

Company name: **COUNTY BROADBAND LTD**

Company number: **04666043**



X87APTND

Received for Electronic Filing: **10/06/2019**

Details of Charge

Date of creation: **24/05/2019**

Charge code: **0466 6043 0005**

Persons entitled: **AVIVA INVESTORS INFRASTRUCTURE INCOME NO.6 LIMITED**

Brief description:

Contains fixed charge(s).

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4666043

Charge code: 0466 6043 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th May 2019 and created by COUNTY BROADBAND LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th June 2019 .

Given at Companies House, Cardiff on 11th June 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**

DATE: 24th May 2019

KEYMAN ASSIGNMENT

Between

COUNTY BROADBAND LTD
(as Chargor)

and

AVIVA INVESTORS INFRASTRUCTURE INCOME NO.6 LIMITED
(as Lender)

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000

TABLE OF CONTENTS

1.	Definitions and Interpretation	1
	Definitions	1
	Construction	1
2.	Grant of Security	1
	Implied Covenants for Title	2
3.	Perfection of Security	2
4.	Incorporation of Provisions of Debenture	2
	Incorporation	2
	Confirmation	2
	Further Advances	3
5.	Counterparts	3
6.	Governing Law	3
	Schedule 1 Keyman Policies	4
	Schedule 2 Form of Notice of Assignment – Keyman Policies	5
	Part 1 – Form of Notice	5
	Part 2 - Form of Acknowledgement	7

THIS SUPPLEMENTAL DEED is made on the 24th day of May 2019

BETWEEN:

- (1) **COUNTY BROADBAND LTD** registered in England and Wales (registered number 04666043), whose registered office is at Old Bouchiers Hall, New Road, Aldham, Colchester, Essex, CO6 3QU (the "**Chargor**"); and
- (2) **AVIVA INVESTORS INFRASTRUCTURE INCOME NO.6 LIMITED** (the "**Lender**").

WHEREAS:

- (A) The Chargor enters into this Supplemental Deed in connection with a development finance facility agreement (the "**Facility Agreement**") dated 31 May 2018 and made between, among others, (1) the Chargor and (2) the Lender (as novated to the Lender from Aviva Investors Infrastructure Income Midco 6.1 Limited on or around the date of this Deed).
- (B) This Supplemental Deed is supplemental to a debenture (the "**Debenture**") dated on or around the date hereof and made between (1) the Chargor and (2) the Lender in connection with the Facility Agreement and the other Finance Documents (as defined in the Facility Agreement).
- (C) In consideration of the Lender providing and continuing to provide the facilities contained in the Facility Agreement to the Chargor, the Chargor has agreed to enter into this Supplemental Deed.
- (D) The Board of Directors of the Chargor is satisfied that the giving of the Security contained or provided for in this Supplemental Deed is in the interests of the Chargor.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture (either directly or by incorporation from the Facility Agreement) shall, unless otherwise defined in this Supplemental Deed, have the same meanings when used in this Deed and in addition in this Deed:

"Policies": means each Keyman Policy listed in Schedule 1 to this Supplemental Deed and all other new or substituted policies whatsoever relating to or substituted for such Keyman Policies or otherwise assigned to the Lender in accordance with the terms of this Supplemental Deed.

Construction

- 1.2 All of the provisions of Clauses 1.2 (*Construction*) to 1.12 (*Third Party Rights*) (inclusive) of the Debenture shall, unless the context otherwise requires, apply to this Supplemental Deed as if set out in this Supplemental Deed in full and as if references in those Clauses to this "**Deed**" were references to this Supplemental Deed.
- 1.3 This Supplemental Deed is a Keyman Assignment as defined in the Facility Agreement and is a Finance Document.

2. GRANT OF SECURITY

- 2.1 The Chargor, as continuing Security for the payment, performance and discharge of all the Secured Liabilities, assigns in favour of the Lender all of its right, title and interest in and to the

Policies, including all claims, the proceeds of all claims and all returns of premium in connection with Policies, both present and future.

Implied Covenants for Title

- 2.2 The security granted by the Chargor under this Supplemental Deed is granted 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), Section 3 and Section 4 of that Act shall extend to the Chargor without, in each case, the benefit of Section 6(2) of that Act.

3. PERFECTION OF SECURITY

- 3.1 The Chargor shall, promptly upon the request of the Lender from time to time, give or join the Lender in giving a notice in the form set out in Part 1 of Schedule 2 (*Form of Notice of Assignment – Keyman Policies*) or in such other form as the Lender may reasonably require to the relevant insurers in respect of each Policy.
- 3.2 Each such notice shall be duly signed by or on behalf of the Chargor and it shall use reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Lender a duly signed acknowledgement of that notice in the form set out in Part 2 of Schedule 2.
- 3.3 The Chargor shall comply with all requirements of the relevant insurer necessary to effect the security constituted or intended to be constituted by Clause 2 (*Grant of Security*).

4. INCORPORATION OF PROVISIONS OF DEBENTURE

Incorporation

- 4.1 This parties to this Supplemental Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture shall be deemed to be incorporated in this Supplemental Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Grant of Security*) and to any Policies and all other property referred to in that Clause.
- 4.2 The Debenture and this Supplemental Deed shall be read and construed together as one document and any reference in the Debenture to “**this Deed**” shall be read as a reference to the Debenture as supplemented by this Supplemental Deed.
- 4.3 The definitions of “**Charged Property**” in the Debenture shall, for the avoidance of doubt, include the Policies and all other property referred to in Clause 2 (*Grant of Security*).

Confirmation

- 4.4 This Supplemental Deed shall be without prejudice to the Debenture, the Security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding this Supplemental Deed.
- 4.5 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture shall continue in full force and effect notwithstanding this Supplemental Deed and shall not merge in any Security constituted by this Supplemental Deed or be released,

extinguished or affected in any way by the Security constituted by this Supplemental Deed or the provisions of this Clause 4.

- 4.6 The Chargor certifies that this Supplemental Deed does not contravene its Memorandum or Articles of Association or any other of its constitutional documents.

Further Advances

- 4.7 Subject to the provisions of the Facility Agreement, the Lender is under an obligation to make further advances to the Chargor under the Facility Agreement and that obligation will be deemed to be incorporated into this Supplemental Deed as if set out in this Supplemental Deed.

5. COUNTERPARTS

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

6. GOVERNING LAW

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

IN WITNESS of which this Supplemental 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
KEYMAN POLICIES

Life Assured	Sum Assured (£)	Insurer	Policy No	Term	Cover (i.e. life or life and critical illness)
Lloyd Felton	£750,000	Liverpool Victoria Friendly Society Limited		From 6 August 2018 to 6 August 2025	Life and Critical Illness Business Protection

SCHEDULE 2
FORM OF NOTICE OF ASSIGNMENT – KEYMAN POLICIES

Part 1 – Form of Notice

To: **Liverpool Victoria Friendly Society
Limited**

Address: County Gates, Bournemouth, BH1 2NF

2018

Dear Sirs

COUNTY BROADBAND LTD – Keyman Policy Number 3812901-0001-A (the “Policy”)

County Broadband Ltd (the “Company”) **HEREBY GIVES NOTICE** that by a supplemental deed dated _____ 2018 and made between the Company and Aviva Investors Infrastructure Income No.6 Limited (the “Lender”) (the “Supplemental Deed”) the Company has assigned by way of security to the Lender all of its present and future right, title, interest and benefits in and to the Policy, including all claims, the proceeds of all claims and all returns of premium in connection with the Policy.

Please note that we are not entitled to agree or cancel or modify the Policy in any way, except with the Lender's prior written consent.

You are hereby directed to:

- (a) comply with all requests and instructions received by you from the Lender without reference to or further authority from us;
- (b) pay all sums payable to us pursuant to the Policy as the Lender may direct and only on the Lender's written instructions;
- (c) hold the benefit of the Policy to the order of the Lender; and
- (d) note on the Policy the interest of the Lender pursuant to the assignment referred to above.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Lender, the communication from the Lender shall prevail;
- (ii) 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 Lender's specific written consent; and
- (iii) any written notice or instructions given to you by the Lender 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 Lender at St Helens, 1 Undershaft, London, EC3P 3DQ for the attention of the Directors of Aviva Investors Infrastructure Income No.6 Limited.

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
COUNTY BROADBAND LTD

Part 2 - Form of Acknowledgement

[on duplicate]

To: Aviva Investors Infrastructure Income No.6 Limited
c/o Aviva Investors Global Services Limited,
Address: St Helen's,
1 Undershaft,
Attention: London
EC3P 3DQ
Directors of Aviva Investors Infrastructure Income No.6 Limited and Head of
Infrastructure, Aviva Investors Global Services Limited

2018

Dear Sirs

We acknowledge receipt of the Notice of Assignment of the Policy defined therein, of which the attached is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept, agree to and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under the Policy at the same time as we send them to the Company;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Policy; and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Policy) ("**Subsequent Party**") and by any receiver appointed by you or by any Subsequent Party pursuant to the Supplemental Deed.

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of the Policy on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you):

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due;
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days' notice in writing and therefore a reasonable opportunity of paying the premiums outstanding; and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Policy).

Yours faithfully

.....
for and on behalf of

**Liverpool Victoria Friendly Society
Limited**

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by
COUNTY BROADBAND LTD
on being signed by a Director
in the presence of:

)
)
)
)

(Director)

Name of witness:

TERREL ROBERTS

Signature:

Address:

PARADISE CENTRE, LAMARSH

GUANA, LUX, LDB SHA

Occupation:

COMPANY DIRECTOR

THE LENDER

AVIVA INVESTORS INFRASTRUCTURE INCOME NO.6 LIMITED

By:

Sean McLachlan
Director