



**Registration of a Charge**

Company name: **AVANTI SPACE LIMITED**

Company number: **05316540**



X9Y0GE3U

Received for Electronic Filing: **19/02/2021**

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**Details of Charge**

Date of creation: **15/02/2021**

Charge code: **0531 6540 0011**

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

Brief description: **THERE IS NO LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY REGISTERED OR REQUIRED TO BE REGISTERED IN THE UK SUBJECT TO A CHARGE (WHICH IS NOT A FLOATING CHARGE) OR FIXED SECURITY INCLUDED IN THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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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: **MILBANK LLP**



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

Company number: 5316540

Charge code: 0531 6540 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2021 and created by AVANTI SPACE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2021 .

Given at Companies House, Cardiff on 22nd February 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

**SUPPLEMENTAL DEED**

**Dated 15 February 2021**

relating to a  
debenture dated 26 January 2017 (as supplemented from time to time)

**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**

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**MILBANK LLP  
London**

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**THIS DEED** is made on 15 February 2021

**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 2017 Debenture dated 20 November 2018, 24 May 2019, 20 November 2019, 29 April 2020 and 8 January 2021 made between the Chargors and the Primary Security Agent (the 2017 Debenture as supplemented as described herein, the “**Security Agreement**”).
- (B) The super senior facility agreement originally dated 15 June 2017 made between, amongst others, the Chargors and the Primary Security Agent (as amended and/or amended and restated from time to time, including as last amended by an amendment agreement on 7 February 2021 (the “**Amendment Agreement**”) and last amended and restated by an amendment and restatement agreement dated on or about the date hereof (the “**Amendment and Restatement Agreement**”)) (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 Credit Agreement**”) as amended by a joinder agreement dated 20 November 2019 between the Parent, the Borrower, the Administrative Agent and the 2019 Incremental Term Lenders as defined therein, (the “**November 2019 Joinder Agreement**”) as further amended and restated on 29 April 2020 in connection with the provision of additional term loans by the 1.25 Lien Lenders (as defined therein) and the related amendments to the 1.5 Lien Credit Agreement (as amended and restated, the “**Initial Amended and Restated 1.5 Lien Credit Agreement**”) is to be further amended and restated on or about the date hereof in connection with the provision of additional term loans by the 1.125 Lien Lenders and 1.25 Lien Lenders (as defined therein) and the related amendments to the Initial Amended and

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Restated 1.5 Lien Credit Agreement (as amended and restated, the “**Amended and Restated 1.5 Lien Credit Agreement**”).

- (D) The intercreditor agreement dated 26 January 2017 (as amended and restated on 3 July 2017 and 24 May 2019) was made 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 to the Super Senior Facility Agreement (including, without limitation, pursuant to the Amendment Agreement and the Amendment and Restatement Agreement) and the Initial Amended and Restated 1.5 Lien Credit 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 (*Construction*) of the Intercreditor Agreement shall apply to the construction of this Deed, *mutatis mutandis*.
- (b) The parties to this Deed acknowledge that the Primary Security Agent is entering into this Deed in its capacity as Primary Security Agent under the Debt Documents. The parties to this Deed agree that any rights, protections, powers, indemnities and

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remedies afforded to the Primary Security Agent under the Debt Documents shall also apply to the Primary Security Agent in entering into and acting under this Deed.

- (c) This Deed is designated as a: (i) Debt Document, (ii) Finance Document for the purposes of the Super Senior Facility Agreement and (iii) Transaction Security 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 Super Senior Facility Agreement (including, without limitation, the increased obligations and liabilities effected pursuant to the Amendment Agreement and the Amendment and Restatement Agreement) and the Amended and Restated 1.5 Lien Credit Agreement;
- (b) their obligations and liabilities arising under the Super Senior Facility Agreement (including, without limitation, the increased obligations and liabilities effected pursuant to the Amendment Agreement and the Amendment and Restatement Agreement) and the Amended and Restated 1.5 Lien Credit 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 (notwithstanding the amendments effected pursuant to the Amendment Agreement and the Amendment and Restatement Agreement and the amendments to the Initial Amended and Restated 1.5 Lien Credit 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



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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**

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 The provisions of Clause 23 (*Costs and Expenses*) of the Intercreditor Agreement shall be incorporated into this Deed, *mutatis mutandis*, as if references to “this Agreement” or “the Debt Documents” are references to this Deed.
- 5.3 In the event of any conflict between the express terms of this Deed and the provisions and Schedules of the Security Agreement and/or the provisions of the Intercreditor 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.

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## 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.

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**Schedule**  
**The Chargors**

<b>Name of Chargor</b>	<b>Registered Number</b>	<b>Registered Address</b>
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

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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

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**EXECUTED as a DEED by  
AVANTI COMMUNICATIONS GROUP  
PLC**  
acting by

KYUS WHITAU  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

...  
Director

.....  
Director/Secretary

**Notice Details**

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

Email: Bridget.Sheldon-Hill@avantiplc.com

Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by  
AVANTI COMMUNICATIONS GROUP  
PLC  
acting by

(PRINT NAME)

Director

and

Bridget Sheldon-Hill  
(PRINT NAME)

Director/Secretary

**Notice Details**

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London EC4V 6EB

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Attention: Bridget Sheldon-Hill

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**EXECUTED as a DEED by  
AVANTI BROADBAND LIMITED**  
acting by

KYUE WHITEHEAD  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by  
AVANTI BROADBAND LIMITED  
acting by

(PRINT NAME)

Director

and

Bridget Sheldon-Hill  
(PRINT NAME)

Director/Secretary

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Email: Bridget.Sheldon-Hill@avantiplc.com

Attention: Bridget Sheldon-Hill



**EXECUTED as a DEED by**  
**AVANTI COMMUNICATIONS LIMITED**  
acting by

KYUG WHITMAN  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

**Notice Details**

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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by  
AVANTI COMMUNICATIONS LIMITED  
acting by

(PRINT NAME)

and

Bridget Sheldon-Hill  
(PRINT NAME)

Director



Director/Secretary

**Notice Details**

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

Email: Bridget.Sheldon-Hill@avantiplc.com

Attention: Bridget Sheldon-Hill

---

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

KYUE WHITEHILL  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

**Notice Details**

Address: Avanti Communications Group plc  
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AVANTI SPACE LIMITED  
acting by

(PRINT NAME)

Director

and

(PRINT NAME)

Bridget Sheldon-Hill

Director/Secretary

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Attention: Bridget Sheldon-Hill

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

KYLE WHITEHILL  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

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Attention:     Bridget Sheldon-Hill

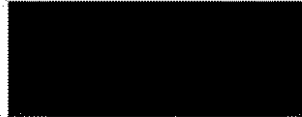
EXECUTED as a DEED by  
AVANTI HYLAS 2 LIMITED  
acting by

(PRINT NAME)

and

Bridget Sheldon-Hill  
(PRINT NAME)

Director



~~Director/Secretary~~

**Notice Details**

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Email: Bridget.Sheldon-Hill@avantiplc.com

Attention: Bridget Sheldon-Hill

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

KYUE WHITEHILL

(PRINT NAME)

and

(PRINT NAME)

.....  
Director

.....  
Director/Secretary

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AVANTI COMMUNICATIONS  
MARKETING SERVICES LIMITED  
acting by

(PRINT NAME)

Director

and

Bridget Sheldon-Hill  
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Director/Secretary

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Attention: Bridget Sheldon-Hill



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

KYLE WHITEHILL  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

**Notice Details**

**Address:** Avanti Communications Group plc  
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**Email:** Bridget.Sheldon-Hill@avantiplc.com

**Attention:** Bridget Sheldon-Hill

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

.....  
(PRINT NAME)

.....  
Director

and

.....  
*Bridget Sheldon-Hill*  
(PRINT NAME)

.....  
Director/Secretary

**Notice Details**

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**EXECUTED as a DEED by**  
**AVANTI COMMUNICATIONS AFRICA**  
**INFRASTRUCTURE LIMITED**  
acting by

KUWE WHTREHU  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

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Director/Secretary

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INFRASTRUCTURE LIMITED  
acting by

(PRINT NAME)

Director

and

Bridget Sheldon-Hill

(PRINT NAME)

Director/Secretary

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Attention: Bridget Sheldon-Hill

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**EXECUTED as a DEED by  
AVANTI SPACE 3 LIMITED**  
acting by

KYUE WHITEHILL  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

**Notice Details**

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acting by

(PRINT NAME)

Director

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Director/Secretary

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Attention: Bridget Sheldon-Hill

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**EXECUTED as a DEED by**  
**AVANTI LOCAL TV SERVICES**  
**LIMITED**  
acting by

Kyle Whithu  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

**Notice Details**

Address: Avanti Communications Group plc  
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EXECUTED as a DEED by  
AVANTI LOCAL TV SERVICES  
LIMITED  
acting by

(PRINT NAME)

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Bridget Sheldon-Hill

(PRINT NAME)

Director/Secretary

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Attention: Bridget Sheldon-Hill



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**EXECUTED as a DEED by**  
**AVANTI COMMUNICATIONS AFRICA**  
**INFRASTRUCTURE 1 LIMITED**  
acting by

KWE LITHAM  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)



Director

.....  
Director/Secretary

**Notice Details**

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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by  
AVANTI COMMUNICATIONS AFRICA  
INFRASTRUCTURE I LIMITED  
acting by

(PRINT NAME)

Director

and

(PRINT NAME)

Bridget Sheldon-Hill

Director/Secretary

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Attention: Bridget Sheldon-Hill

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**EXECUTED as a DEED by  
AVANTI COMMUNICATIONS AFRICA  
INFRASTRUCTURE 2 LIMITED**  
acting by

KYLE WHITHU  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

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EXECUTED as a DEED by  
AVANTI COMMUNICATIONS AFRICA  
INFRASTRUCTURE 2 LIMITED  
acting by

(PRINT NAME)

Director

and

Bridget Sheldon-Hill

(PRINT NAME)

Director/Secretary

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Attention: Bridget Sheldon-Hill

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**EXECUTED as a DEED by  
AVANTI BROADBAND (IRE) LIMITED**  
acting by

Kyle Whithu  
(PRINT NAME)

and

\_\_\_\_\_  
(PRINT NAME)

.....  
Director

.....  
Director/Secretary

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Director/Secretary

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Email: Bridget.Sheldon-Hill@avantiplc.com

Attention: Bridget Sheldon-Hill

---

**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](mailto:Directors@crestbridge.com)

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**THE PRIMARY SECURITY AGENT**

**EXECUTED** as a **DEED** by

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



Michael Lee  
Vice President

**Notice Details**

**Address:** One Canada Square, London, E14 5AL, United Kingdom

**Facsimile:** +44 (0) 20 7964 2536

**Attention:** Conventional Debt EMEA – Team 1

**Email:** [corpsov1@bnymellon.com](mailto:corpsov1@bnymellon.com)