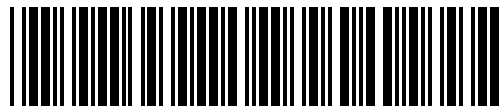




Registration of a Charge

Company Name: **AVANTI SPACE LIMITED**

Company Number: **05316540**



Received for filing in Electronic Format on the: **08/02/2022**

XAXEMH6A

Details of Charge

Date of creation: **02/02/2022**

Charge code: **0531 6540 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: **LEEANN CHEN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5316540

Charge code: 0531 6540 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2022 and created by AVANTI SPACE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2022 .

Given at Companies House, Cardiff on 9th February 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that this is a true copy (subject
only to certain permitted redactions)

LEEANN CHEN

KIRKLAND & ELLIS INTERNATIONAL LLP

SUPPLEMENTAL DEED

Dated 2 February 2022

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

MILBANK LLP

London

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THIS DEED is made on 2 February 2022

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, 8 January 2021 and 15 February 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 by an amendment and restatement agreement dated 22 October 2021 and most recently by an amendment letter dated 31 January 2022 (the “**Super Senior Facility Agreement**”) is to be further amended and restated by an amendment and restatement agreement dated on or about the date hereof in connection with, amongst other things, an extension of the Termination Date (as defined in the Super Senior Facility Agreement) and the provision of a new Incremental Facility (as defined in the Super Senior Facility Agreement). The utilisation of that new Incremental Facility is conditional upon, amongst other things, the entry into of this Deed.
- (C) The Chargors wish to confirm that the Security created or conferred under the Security Agreement remains in full force and effect and continues to secure the Secured Obligations which are expressed to be secured by the Security Agreement and, notwithstanding such confirmation, to grant new Security to secure any Secured Obligations not currently secured by the Security created or conferred under the Security Agreement.
- (D) 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.

“Intercreditor Agreement” means the intercreditor agreement dated 26 January 2017, as amended and restated as of 3 July 2017 and 24 May 2019, made between, amongst others, the Chargors and the Primary Security Agent.

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 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

The Chargors hereby confirm and acknowledge that the Security created or conferred under the Security Agreement remains in full force and effect and continues to secure the Secured Obligations which are expressed to be secured by 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.

-
- 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

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.

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 9(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

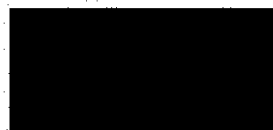
(PRINT NAME)

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 COMMUNICATIONS GROUP
PLC
acting by

KYUE WHITEHILL

(PRINT NAME)

Director

and

(PRINT NAME)

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 BROADBAND LIMITED
acting by

(PRINT NAME)

Director

and

(PRINT NAME)

Bridget Sheldon-Hill

Director/Secretary

Notice Details

Address: Avanti Communications Group plc
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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by
AVANTI BROADBAND LIMITED
acting by

KYIE WHITEHILL

(PRINT NAME)

Director

and

(PRINT NAME)

Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by
AVANTI COMMUNICATIONS LIMITED
acting by

(PRINT NAME)

Director

and

Bridget Sheldon-Hill

(PRINT NAME)

Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by
AVANTI COMMUNICATIONS LIMITED
acting by

KYLE WHITEHILL

(PRINT NAME)

Director

and

(PRINT NAME)

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 SPACE LIMITED
acting by

(PRINT NAME)

Director

and

(PRINT NAME) *Bridget Sheldon-Hill*

Director/Secretary

Notice Details

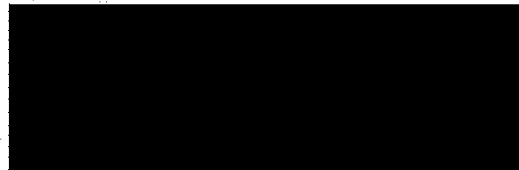
Address: Avanti Communications Group plc
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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by
AVANTI SPACE LIMITED
acting by

KYCE VHI DEHN
(PRINT NAME)



Director

and

(PRINT NAME)

Director/Secretary

Notice Details

Address: Avanti Communications Group plc
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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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EXECUTED as a DEED by
AVANTI HYLAS 2 LIMITED
acting by

KYU WAREHIM
(PRINT NAME)

and

(PRINT NAME)

Director

Director/Secretary

Notice Details

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

(PRINT NAME)

and

Bridget Sheldon-Hill

(PRINT NAME)

Director

Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

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

Kyle Witham
(PRINT NAME)

and

(PRINT NAME)

Director

Director/Secretary

Notice Details

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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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AVANTI COMMUNICATIONS
INFRASTRUCTURE LIMITED acting by

KYLE WHITEHILL
(PRINT NAME)

and

(PRINT NAME)

Director

Director/Secretary

Notice Details

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AVANTI COMMUNICATIONS AFRICA
INFRASTRUCTURE LIMITED
acting by

(PRINT NAME)

Director

and

Bridget Sheldon-Hill
(PRINT NAME)

Director/Secretary

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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by
AVANTI COMMUNICATIONS AFRICA
INFRASTRUCTURE LIMITED

acting by

KYLE WHITHAM

(PRINT NAME)

and

(PRINT NAME)

Director

Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

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

KYUE WHITHAM

(PRINT NAME)

and

(PRINT NAME)



Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

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

(PRINT NAME)

Director

and

Bridget Sheldon Hill
(PRINT NAME)

Director/Secretary

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Attention: Bridget Sheldon-Hill

EXECUTED as a DEED by
AVANTI LOCAL TV SERVICES
LIMITED

acting by

KYUG WHIGHAM

(PRINT NAME)

Director

and

(PRINT NAME)

Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

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

(PRINT NAME)

Director

and

(PRINT NAME)

Bridget Sheldon-Hill

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 AFRICA
INFRASTRUCTURE 1 LIMITED
acting by

LYUE WHITEHILL
(PRINT NAME)

and

(PRINT NAME)



Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

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

(PRINT NAME)

Director

and

Bridget Sheldon-Hill

(PRINT NAME)

Director/Secretary

Notice Details

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Attention: Bridget Sheldon-Hill

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

KYLE WHIDRAW
(PRINT NAME)

and

(PRINT NAME)



Director/Secretary

Notice Details

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Email: Bridget.Sheldon-Hill@avantiplc.com

Attention: Bridget Sheldon-Hill

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

.....
(PRINT NAME)

.....
Director

and

Bridget Sheldon-Hill
(PRINT NAME)

.....
Director/Secretary

Notice Details

Address: Avanti Communications Group plc
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Attention: Bridget Sheldon-Hill

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

KYLE WHITHAM
(PRINT NAME)

Director

and

(PRINT NAME)

Director/Secretary

Notice Details

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Email: Bridget.Sheldon-Hill@avantiplc.com

Attention: Bridget Sheldon-Hill

For and on behalf of

AVANTI COMMUNICATIONS JERSEY LIMITED



Notice Details

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

Facsimile: N/A

Attention: Stephanie Marriott and Zoe Dewhurst

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:



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