



**Registration of a Charge**

Company name: **AVANTI HYLAS 2 LIMITED**

Company number: **07072502**



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Received for Electronic Filing: **09/01/2021**

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**Details of Charge**

Date of creation: **08/01/2021**

Charge code: **0707 2502 0016**

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

Brief description:

**Contains fixed charge(s).**

**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: 7072502

Charge code: 0707 2502 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2021 and created by AVANTI HYLAS 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2021 .

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

DATED 8 January 2021

AVANTI HYLAS 2 CYPRUS LIMITED

AVANTI HYLAS SERVICES LIMITED

AVANTI HYLAS 2 LIMITED

- and -

THE BANK OF NEW YORK MELLON, LONDON BRANCH

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**DEED OF CONFIRMATION**

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**THIS DEED** is made on 8 January 2021

**(1) PARTIES**

- A. **AVANTI HYLAS 2 CYPRUS LIMITED**, a company incorporated under the laws of the Republic of Cyprus, with registration number HE 271351 having its registered address at Spyrou Kyprianou 65, Crystalserve Business Center, 4003, Limassol, Cyprus;
- B. **AVANTI HYLAS SERVICES LIMITED**, a company incorporated under the laws of the Republic of Cyprus, with registration number HE 272345 having its registered address at Spyrou Kyprianou 65, Crystalserve Business Center, 4003, Limassol, Cyprus
- C. **AVANTI HYLAS 2 LIMITED**, a company incorporated under the laws of the United Kingdom having its registered office at 20 Black Friars Lane, Cobham House, EC4V 6EB, London, United Kingdom with registration number 07072502; and
- D. **THE BANK OF NEW YORK MELLON, LONDON BRANCH** acting in its capacity as security trustee for itself and the other secured parties (the "**Primary Security Agent**").

**(2) BACKGROUND**

- A. On 15 June 2017 an English law governed super senior facility agreement was entered into between, amongst others, Avanti Communications Group Plc (the "**Parent**"), various subsidiaries of the Parent (including the Obligors) as guarantors thereunder, the Primary Security Agent and Wilmington Trust (London) Limited as secondary security agent (the "**Secondary Security Agent**") as amended and restated on 16 November 2018 and 24 May 2019 (the "**SSFA**").
- B. On 24 May 2019 a New York law governed 1.5 lien credit agreement of up to US\$75 million was entered into between, amongst others, the Avanti Communications Jersey Limited as borrower (the "**Company**"), various subsidiaries of the "Parent (including the Company) as guarantors thereunder, the Primary Security Agent and the Secondary Security Agent as amended on 20 November 2019 by the amendment No. 1 and incremental joinder agreement and as further amended and restated on 29 April 2020 (the "**1.5 Lien Credit Agreement**").
- C. On 24 May 2019 an amendment and restatement agreement in respect of the intercreditor agreement dated 26 January 2017 (as amended and restated on 3 July 2017) was entered into by and between, amongst others, the Parent and various subsidiaries of the Parent (including the Company), The Bank of New York Mellon, London Branch as original PIK toggle note trustee, the Primary Security Agent and the Secondary Security Agent (as amended and restated, the "**Intercreditor Agreement**").
- D. On 24 May 2019, 20 November 2019 and 27 April 2020 the parties to this Deed entered into a respective deed of confirmation confirming inter alia that the Transaction Security each Obligor has created respectively continues in full force and

effect in accordance with its terms and extends to the liabilities and obligations of the Parent and the Obligors arising under the Super Senior Facility Agreement and the 1.5 Lien Credit Agreement accordingly.

- E. On 3 January 2021 the Parent and various subsidiaries of the Parent (amongst others) entered into an English law governed super senior facility amendment agreement (the "**Super Senior Facility Amendment Agreement**") (the Super Senior Facility Agreement as amended by the Super Senior Facility Amendment Agreement, the "**Amended SSFA**"). Pursuant to the terms of the Amended SSFA, each Obligor is required to enter into this Deed to confirm and accept that the Transaction Security it has created continues in full force and effect in accordance with its terms and extends to the liabilities and obligations of the Parent and the Obligors arising under the Amended SSFA and such liabilities and obligations shall (subject only to any applicable limitations in the Transaction Security) form part of (but shall not limit) the liabilities and obligations which are secured by the Transaction Security Documents it is party to.

**(3) IT IS AGREED AS FOLLOWS:**

**Definitions and interpretation**

**(a) Definitions**

In this Deed:

**Avanti HYLAS 2 Limited Equitable Charge** means the Cypriot law governed pledge and charge over shares agreement dated 26 January 2017 and entered into by Avanti HYLAS 2 Limited as pledgor with the Primary Security Agent as pledgee and security agent in respect of the shares held by Avanti HYLAS 2 Limited in Avanti HYLAS 2 Cyprus Limited;

**Avanti HYLAS Equitable Charge** means the Cypriot law governed pledge and charge over shares agreement dated 26 January 2017 and entered into by Avanti HYLAS 2 Cyprus Limited as pledgor with the Primary Security Agent as pledgee and security agent in respect of the shares held by Avanti HYLAS 2 Cyprus Limited in Avanti HYLAS Services Limited;

**Avanti HYLAS 2013 Pledge** means the Cypriot law governed pledge and charge over shares agreement dated 3 October 2013 between Avanti HYLAS 2 Cyprus Limited and the Primary Security Agent in respect of the shares held by Avanti HYLAS 2 Cyprus Limited in Avanti HYLAS Services Limited as amended on 17 June 2014 and as further amended by an amendment letter dated 26 January 2017;

**Avanti HYLAS 2 Limited** means the Cypriot law governed pledge and charge

**2013 Pledge** over shares agreement dated 3 October 2013 between Avanti HYLAS 2 Limited and the Primary Security Agent in respect of the shares held by Avanti HYLAS 2 Limited in Avanti HYLAS 2 Cyprus Limited as amended on 17 June 2014 and as further amended by an amendment letter dated 26 January 2017;

**Obligors** means collectively Avanti HYLAS 2 Cyprus Limited, Avanti HYLAS Services Limited and Avanti HYLAS 2 Limited (and each one of them is an Obligor);

**Obligor Security Deed** means collectively the following:

- I. Avanti HYLAS 2 Limited Equitable Charge;
- II. Avanti HYLAS Equitable Charge;
- III. Avanti HYLAS 2 Limited 2013 Pledge;
- IV. Avanti HYLAS 2013 Pledge;
- V. 2013 Debenture; and
- VI. 2017 Debenture.

**Party** means a party to this Deed;

**2013 Debenture** means the Cyprus law governed debenture dated 3 October 2013 between Avanti HYLAS 2 Cyprus Limited, Avanti HYLAS Services Limited and the Primary Security Agent as amended on 17 June 2014;

**2017 Debenture** means the Cyprus law governed debenture dated 26 January 2017 between Avanti HYLAS 2 Cyprus Limited, Avanti HYLAS Services Limited and the Primary Security Agent.

**(b) Incorporation of Amendment Agreement definitions**

Unless defined otherwise in this Deed, or the context requires otherwise, all words or expressions defined in the Amended SSFA, the Intercreditor Agreement and/or the 1.5 Lien Credit Agreement have the same meaning in this Deed.

**(c) Interpretation**

In this Deed, unless the context otherwise requires:

words in the singular include the plural and vice versa;

including means including without limitation;

where an act is required to be performed promptly, it must be performed as soon as reasonably possible from the moment when the act could reasonably have been performed, having regard to all of the circumstances;

a time of day is a reference to Cyprus time;

a reference to any Party shall be construed as including, where relevant, successors in title to that Party, and that Party's permitted assigns and transferees (if any);

a reference to a person includes individuals, unincorporated bodies, government entities, companies and corporations;

a reference to a Clause is to a clause of this Deed;

a reference to this Deed, any other Finance Document or any other agreement is a reference to that document as amended, novated, supplemented, restated or replaced from time to time in accordance with its terms; and

references to legislation include any modification or reenactment thereof.

The table of contents and any Clause title or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed.

- (4) Each Obligor makes the representations and warranties set out in clause (5) of this Deed to the Primary Security Agent and acknowledges that the Primary Security Agent has entered into this Deed in full reliance on those representations and warranties.
- (5) Without prejudice to clause 4.2 of the Amended SSFA, each Obligor makes the representations and warranties in ARTICLE V (*Representations and Warranties*) of the 1.5 Lien Credit Agreement and the representations and warranties in Clause 18 (*Representations*) of the Amended SSFA respectively, by reference to the facts and circumstances then existing on the date of this Deed but as if (i) references in ARTICLE V (*Representations and Warranties*) of the 1.5 Lien Credit Agreement to "the Loan Documents" or "this Agreement" were instead to this Deed and (ii) references in Schedule 15 (*Representations and Warranties*) of the Amended SSFA to "the Finance Documents" or "this Agreement" were instead to this Deed.
- (6) Each Obligor acknowledges and agrees to the amendments to the SSFA (as amended by the Super Senior Facility Amendment Agreement). Each Obligor acknowledges that the Primary Security Agent is entering into this Deed pursuant to clauses 22.23 (*Further Assurance*) and 22.24 (*Additional Security Documents*) of the Intercreditor Agreement and in entering into this Deed the Primary Security Agent shall enjoy the benefit of the rights, protections, powers, indemnities and remedies vested in it under the Debt Documents.
- (7) Each Obligor confirms and accepts that (i) the Transaction Security it has created continues in full force and effect in accordance with its terms and extends to the

liabilities and obligations of the Parent and the Obligors arising under the Amended SSFA and such liabilities and obligations shall (subject only to any applicable limitations in the Transaction Security) form part of (but shall not limit) the liabilities and obligations which are secured by the Transaction Security Documents it is party to and (ii) each Transaction Security Document continues in full force and effect and extends to the liabilities and obligations of the Parent and the Obligors arising under the Amended SSFA and such liabilities and obligations shall (subject only to any applicable limitations in the relevant Finance Document) form part of (but shall not limit) the liabilities and obligations which are guaranteed and/or secured by the Finance Documents it is party to.

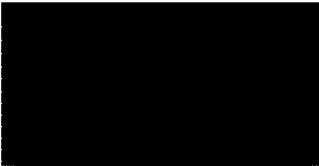

- (8) This Deed shall have effect as if it incorporates the provisions of the following clauses of the following documents so that references in such clauses to 'the Deed' or 'this Deed' are deemed to be references to this Deed:
  - (a) Clause 10.02 (*Notices; Effectiveness; Electronic Communications*) of the Amended and Restated Credit Agreement; and
  - (b) Clause 26 (*Jurisdiction*) of the 2017 Debenture.
- (9) This Deed may be executed in any number of separate counterparts and this has the same effect as if the signatures on those counterparts were on a single copy of this Deed.
- (10) This Deed and any dispute or claim arising out of, or in connection with it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of the Republic of Cyprus.

THIS DEED has been executed and delivered as a deed and is intended to take effect as a deed by the Parties on the date written at the beginning of this Deed.



**THE OBLIGORS**

For and on behalf of  
**AVANTI HYLAS 2 CYPRUS LIMITED**  
acting by

) By:   
) Name: KYLE WHITEHILL  
) Title: DIRECTOR   
  
) By:   
) Name: ROBERT PLEWS  
) Title: DIRECTOR

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

Email: [Bridget.Sheldon-Hill@avantiplc.com](mailto:Bridget.Sheldon-Hill@avantiplc.com)

Name: Bridget Sheldon-Hill

**THE OBLIGORS CONT'D**

For and on behalf of  
**AVANTI HYLAS SERVICES LIMITED**  
acting by

)  
)  
)

By: .....  
Name: MARIOS FOTIOU  
Title: DIRETOR

)  
)  
)

By: .....  
Name: ROBERT PLEWS  
Title: DIRECTOR

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

Email: [Bridget.Sheldon-Hill@avantiplc.com](mailto:Bridget.Sheldon-Hill@avantiplc.com)

Name: Bridget Sheldon-Hill

**THE OBLIGORS CONT'D**

For and on behalf of  
**AVANTI HYLAS 2 LIMITED**  
acting by

)  
)  
)

By:   
Name: KYLE WHITEHILL  
Title: DIRECTOR 

)  
)  
)

By: \_\_\_\_\_  
Name: ROBERT PLEWS  
Title: DIRECTOR

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

Email: [Bridget.Sheldon-Hill@avantiplc.com](mailto:Bridget.Sheldon-Hill@avantiplc.com)

Name: Bridget Sheldon-Hill

**THE PRIMARY SECURITY AGENT**

For and on behalf of

**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

By:



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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)