

MG01

Particulars of a mortgage or charge

005349/V/13



iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

THURSDAY



LVTS3FVE

LD4

17/12/2009

7

COMPANIES HOUSE

1

Company details

Company number 0 0 2 3 8 5 2 5

Company name in full CABLE AND WIRELESS PLC

6

For official use

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d1 d4 m1 m2 y2 y0 y0 y9

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Share Charge Deed (the Deed)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

1. All Obligations (as defined in the Deed) from time to time incurred by the Chargor under or in connection with the Guarantee (as defined below) when they become due for payment or discharge.

2. The Chargor irrevocably and unconditionally:

(i) guarantees to each Secured Party (as defined in the Deed) the punctual payment and discharge of all Obligations from time to time incurred by each Obligor (as defined in the Deed) under or in connection with the Secured Documents (as defined in the Deed);

(please see continuation sheet)

Continuation page

Please use a continuation page if you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name The Royal Bank of Scotland Plc

Address 135 Bishopgate, London

Postcode E C 2 M 3 U R

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

A fixed charge over:

(a) 3,525,800,796 ordinary shares in Cable & Wireless UK Holdings Limited and any other shares held from time to time in Cable & Wireless UK Holdings Limited which are beneficially owned by the Company (the **Shares**); and

(b) any Rights (as defined in the Deed) accruing to, derived from or otherwise connected with the Shares (including Dividends (as defined in the Deed) and proceeds of Disposal (as defined in the Deed)) and all of the Rights accruing to, derived from or otherwise connected with any Shares which it obtains at any time in the future.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X Norton Rose LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alex Zekkos

Company name Norton Rose LLP

Address 3 More London Riverside

London

Post town

County/Region

Postcode

S E 1 2 A Q

Country

DX 85 London

Telephone +44 (0)20 7283 6000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

(ii) undertakes to each Secured Party, that whenever each Obligor does not pay or discharge any of those Obligations when they become due for payment or discharge, it will immediately on demand do so itself, as if it were the principal obligor; and

(iii) agrees with each Secured Party that if, for any reason, any amount claimed by a Secured Party under clause 2 of the Deed is not recoverable on the basis of a guarantee, it will be liable as a principal debtor and primary obligor to indemnify that Secured Party against any cost, loss or liability it incurs as a result of a Chargor not paying any amount expressed to be payable by it under any Secured Document on the date when it is expressed to be due; the amount payable by the Chargor under this indemnity will not exceed the amount it would have had to pay under clause 2 of the Deed if the amount claimed had been recoverable on the basis of a guarantee,

(the obligations set out in paragraphs (i) to (iii) above being the **Guarantee**).

3. The total amount recoverable in respect of the Obligations of the Chargor pursuant to the Deed shall not exceed the aggregate amount of the proceeds derived from the Charged Assets, provided that such limit shall not in any way prejudice or affect any Rights of a Secured Party to independently recover any Obligations owed to it by any Obligor under or in connection with the Secured Documents.

4. The Chargor will pay interest on each amount demanded of it under its Guarantee from the date of demand until payment (after as well as before judgment) at the Default Rate.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 238525
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DEED DATED 14
DECEMBER 2009 AND CREATED BY CABLE AND WIRELESS
PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL
BANK OF SCOTLAND PLC UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 17 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 DECEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES