

MR01

Particulars of a charge

237607/23

laserform



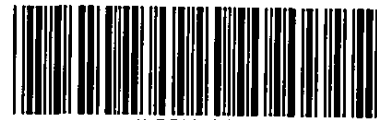
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable
Please see 'How to'

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument.

☐ What this form is for
You may not use this form to
register a charge with an
instrument. Use form

MONDAY



LD4

L5CY5SS1

08/08/2016

#87

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 0 0 2 3 8 5 2 5

Company name in full Cable & Wireless Limited

For official use
12
→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 2 / 0 8 / 2 0 1 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name THE BANK OF NOVA SCOTIA as Security Trustee

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4	Brief description Please give a short description of any 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. Brief description N/A	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X Allen & Overy LLP for and on behalf of the Security Trustee on 08/08/2016 X This form must be signed by a person with an interest in the charge	

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Particulars of a charge

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. The contact information you give will be visible to searchers of the public record

Contact name Prue Criddle

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode

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Country United Kingdom

DX

Telephone +44 (0) 20 3088 0000

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

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

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1

Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 238525

Charge code: 0023 8525 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd August 2016 and created by CABLE & WIRELESS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2016.

A handwritten signature, possibly 'L', in black ink.

Given at Companies House, Cardiff on 16th August 2016



Companies House



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

Allen & Overy LLP

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXECUTION VERSION

CONFIRMATION DEED

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

THIS CONFIRMATION DEED (this “**Deed**”) is made on 2 August 2016

BETWEEN:

- (1) **CABLE & WIRELESS LIMITED**, a company incorporated in England and Wales with registered number 238525 and its registered office at 2nd Floor, 62-65 Chandos Place, London, WC2N 4HG (“**CWL**”),
- (2) **SABLE HOLDING LIMITED**, a company incorporated in England and Wales with registered number 4925643 and its registered office at 2nd Floor, 62-65 Chandos Place, London, WC2N 4HG (“**SHL**”),
- (3) **CWIGROUP LIMITED**, a company incorporated in England and Wales with registered number 3057908 and its registered office at 2nd Floor, 62-65 Chandos Place, London, WC2N 4HG (“**CWIGL**” and together with CWL and SHL, the “**Confirming Parties**”);
- (4) **THE BANK OF NOVA SCOTIA**, in its capacity as trustee for and on behalf of the Secured Parties (the “**Security Trustee**”, which expression includes any person which is for the time being a trustee for the Secured Parties for the purposes of the Existing Security Documents and the Intercreditor Agreement (each as defined below), and
- (5) **THE BANK OF NOVA SCOTIA**, in its capacity as Administrative Agent (as defined in the Refinancing Facilities Agreement) for and on behalf of the other Finance Parties (as defined in the Refinancing Facilities Agreement)

WHEREAS:

- (A) Reference is made to
 - (a) the intercreditor agreement originally dated 13 January 2010 (as amended and restated) entered into between, among others, Sable International Finance Limited (as the company), certain companies as Original Guarantors (as defined therein), the Security Trustee and certain entities as RCF Lenders, Hedging Banks, the Secured Bridge Lender, Lloyds Lenders, Original Notes Trustee and Original Notes Issuer (each as defined therein) (the “**Intercreditor Agreement**”);
 - (b) the US\$1,370,000,000 refinancing facilities agreement dated 16 May 2016 and entered into between LGE Coral Holdco (as Finco), Sable International Finance Limited and Coral-US Co-Borrower, LLC (as acceding Initial Borrowers), The Bank of Nova Scotia (as Administrative Agent), and certain Arrangers and Bookrunners (as defined therein) (the “**Refinancing Facilities Agreement**”), and
 - (c) the security documents listed in the Schedule hereto (the “**Existing Security Documents**”).

- (B) Each Confirming Party is a party to the Intercreditor Agreement and/or one or more of the Existing Security Documents, as applicable and each Confirming Party has acceded to the Refinancing Facilities Agreement as a Guarantor.
- (C) Each Confirming Party has realised, and continues to realise, substantial direct and indirect benefits as a result of the Intercreditor Agreement and the Secured Documents continuing to be effective and the consummation of the transactions contemplated thereby.
- (D) Each Confirming Party expects to realise substantial direct and indirect benefits as a result of the entry into the Refinancing Facilities Agreement and the consummation of the transactions contemplated thereby
- (E) By executing and delivering this Deed, each Confirming Party (i) gives the confirmations and acknowledgements set out at Clauses 3 (*Confirmation*) and 4 (*Acknowledgement*), and (ii) creates the further Security Interests described in Clause 5 (*Further Security*)
- (F) Each party to this Deed acknowledges and agrees that the English law governed security confirmation deed purported to be signed by the parties on 14 July 2016 (the 14 July Deed) is deemed not to have been validly executed by the Confirming Parties and, as such, that such security confirmation deed was not and is not effective to create the security contemplated by it. The parties to this Deed further acknowledge and agree that, to the extent any security was in fact deemed to be created under the 14 July Deed, such security is released with effect from the date of this Deed and is superseded and replaced by the security created hereunder.

IT IS AGREED as follows

1. DEFINITIONS

- 1 1 Capitalised terms, unless otherwise specified herein, shall have the meanings ascribed to them in the Intercreditor Agreement and the Refinancing Facilities Agreement (as applicable) with all the necessary modifications as if they were set out in full in this Deed
- 1 2 In this Deed
 - (a) “**Charged Property**” means the assets mortgaged, charged or assigned to the Security Trustee by any Existing Security Document and/or this Deed, and
 - (b) “**Security Interest**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

2. INTERPRETATION

- 2 1 Clause, schedule and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Deed.
- 2 2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 2.3 The schedule to this Deed form part of this Deed and shall have effect as if set out in full in the body of this Deed Any reference to this Deed includes the schedule
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular
- 2.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns
- 2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party
- 2.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 2.8 A reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time

3. CONFIRMATION

Each Confirming Party hereby acknowledges and agrees to the entry into the Refinancing Facilities Agreement and the transactions contemplated thereby and hereby confirms:

- (a) that the entry into the Refinancing Facilities Agreement is permitted by and made in accordance with the terms of the Secured Documents;
- (b) that, notwithstanding entry into the Refinancing Facilities Agreement and the consummation of the transactions contemplated thereby:
 - (i) all obligations and liabilities incurred by it, and all undertakings arising with respect to it, under the Intercreditor Agreement and each Existing Security Document to which it is a party, whether actual or contingent, whether owed jointly or severally, and whether owed as principal or surety in any other capacity whatsoever, remain in full force and effect; and
 - (ii) the creation of the Security Interests under each Existing Security Document to which it is a party remain in full force and effect and extend to secure all of the Secured Debt (including, for the avoidance of doubt, all liabilities and obligations owed by and/or due from any Loan Party under and as defined in the Refinancing Facilities Agreement.

4. ACKNOWLEDGMENT

Each Confirming Party hereby acknowledges and agrees that

- (a) each of the Finance Parties (under and as defined in the Refinancing Facilities Agreement) is a:
 - (i) “*Permitted Senior Finance Party*” (as defined in the Intercreditor Agreement); and
 - (ii) “*Secured Party*” (as defined in and for the purposes of the Intercreditor Agreement and each Existing Security Document),
- (b) the Refinancing Facilities Agreement is a “*Permitted Senior Document*” (as defined in and for the purposes of the Intercreditor Agreement),
- (c) all liabilities and obligations owed by the Confirming Parties under the Refinancing Facilities Agreement are
 - (i) *Secured Obligations or Secured Liabilities* (as applicable) as defined in and for the purposes of each Existing Security Document to which it is a party; and
 - (ii) *Secured Debt* as defined in and for the purposes of the Intercreditor Agreement, and
- (d) the Security Trustee is and remains and shall hereafter be the “Security Trustee” under and as defined in the Intercreditor Agreement,

and in each case, the statements and designations in paragraphs (a), (b) and (c) above are permitted by and made in accordance with the terms of the Secured Documents.

5. FURTHER SECURITY

- 5 1 The Confirming Parties acknowledge and agree that the Security Interests created under the Existing Security Documents secure payment of all of the Secured Debt (including, for the avoidance of doubt, all liabilities and obligations owed by and/or due from any Loan Party under and as defined in the Refinancing Facilities Agreement) but, without prejudice to the foregoing acknowledgement and agreement, to the extent that the Existing Security Documents do not so secure payment of all of the Secured Debt, the Confirming Parties create supplemental security in favour of the Security Trustee on the terms of this Deed.
- 5 2 All the security created under this Deed
 - (a) is created in favour of the Security Trustee;
 - (b) is created over present and future assets of each Confirming Party;
 - (c) is security for the payment and satisfaction of all the Secured Debt,
 - (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- 5 3 Each Confirming Party agrees, as primary obligor and not only as surety, that it will pay and discharge the Secured Debt, which (for the avoidance of doubt) includes

payment and discharge of all liabilities and obligations owed and/or due by any Loan Party under the Refinancing Facilities Agreement) promptly on demand of the Security Trustee and otherwise in accordance with the terms of the Existing Security Documents and the Intercreditor Agreement.

- 5.4 The recourse of the Secured Parties to a Confirming Party in respect of its obligations under Clause 5.2 above is limited to the Charged Property of such Confirming Party
- 5.5 Each Confirming Party charges with full title guarantee all its rights, title and interest in and to the Charged Property under each Existing Security Document to which it is a party in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement as security for the payment, discharge and performance of the Secured Debt, which, for the avoidance of doubt, includes the payment, discharge and performance of all liabilities and obligations incurred by a Borrower under the Refinancing Facilities Agreement), in each case in the manner and to the extent described in Clause 3 (*Equitable Charge*) or Clause 2 (*Creation of Security Interests*) (as applicable) in each Existing Security Document to which it is a party as if that clause was set out in this deed in full, *mutatis mutandis*.
- 5.6 The Security Trustee shall, in relation to the Security Interests created by a Confirming Party under this Deed, have the same rights and obligations in relation to the Charged Property as are expressed to be granted to it or assumed by it under the Existing Security Documents.
- 5.7 The Security Interests created by a Confirming Party under this Deed are created in case the security created by the Existing Security Documents does not secure all of the Secured Debt. Such Security Interests are created in addition to, and shall be separate and distinct from, and shall not merge with nor exclude or prejudice, the Security Interests created by such Confirming Party over its Charged Property pursuant to any Existing Security Document

6. INCORPORATION BY REFERENCE

- 6.1 In relation to the further security created by this Deed in respect of the Existing Security Documents referred to at paragraphs 1 to 3 (inclusive) of the Schedule hereto, clauses 4 (Dividends, voting and information) to 22 (Notices) (inclusive) of each such Existing Security Document shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed and references in the Existing Security Documents to "the Company" shall be deemed to be references to the relevant Confirming Party and references to "this Charge" shall be deemed to be references to this Deed
- 6.2 In relation to the further security created by this Deed in respect of the Existing Security Documents referred to at paragraphs 4 to 6 (inclusive) of the Schedule hereto, clauses 3 (Restrictions on dealing with Security Assets) to 19 (Separate and independent obligations) (inclusive) of each such Existing Security Document shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed and references in the Existing Security Documents to "the Chargor" shall be deemed to be references to the relevant Confirming Party

7. RATIFICATION OF EXISTING SECURITY DOCUMENTS

7.1 Each Confirming Party hereby ratifies and confirms the security created under each of the Existing Security Documents to which it is a party and confirms that each such Existing Security Document shall continue to apply and remain in full force and effect on the terms set out therein

7.2 For the avoidance of doubt, the parties agree that nothing in this Deed is intended or shall be construed as an amendment to any Existing Security Document

7.3 This Deed is a Security Document for the purpose of and as defined in the Intercreditor Agreement.

8. CONTINUING SECURITY

Each Security Interest created by a Confirming Party under any of the Existing Security Documents or this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities or Secured Obligations (as applicable) as defined in or for the purposes of each Security Document, regardless of any intermediate payment or discharge in whole or in part

9. SECURITY TRUSTEE

The Security Trustee agrees to act as security trustee for the Refinancing Facilities Agreement subject to, and on the terms of, the Intercreditor Agreement.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Each of the Finance Parties may rely on the terms of this Deed. Save as expressly provided otherwise in the preceding sentence, a person who is not party to this Deed may not rely on it and the terms under the Contracts (Rights of Third Parties) Act 1999 are excluded. The parties to this Deed may amend this Deed in writing without the consent of any person that is not a party.

11. SEVERABILITY

If any one or more of the provisions of this Deed shall for any reason whatsoever be held invalid, then such provisions shall be deemed severable from the remaining provisions of this Deed and shall in no way affect the validity or enforceability of such other provisions.

12. EFFECT AS A DEED

This document is intended to take effect as a Deed notwithstanding the fact that the parties may have executed it under hand only

13. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, and all of those counterparts taken together will be deemed to constitute one and the same instrument.

14. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with this Deed are governed by and shall be construed in accordance with English law and the provisions of Clause 31 (*Enforcement*) of the Intercreditor Agreement shall be deemed to be incorporated in this Deed in full, *mutatis mutandis*

15. FURTHER ASSURANCE

Each Confirming Party agrees that it shall promptly, upon the reasonable request of the Security Trustee, execute and deliver at its own expense any document and do any act or thing in order to confirm or establish the validity and enforceability of this Deed

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE

Existing Security Documents

- 1 English law-governed equitable charge over shares dated 29 January 2010 and made between Cable & Wireless Limited (238525) and BNP Paribas as Security Trustee in respect of the shares of Sable Holding Limited.
2. English law governed equitable charge over shares dated 29 January 2010 and made between Sable Holding Limited (4925643) and BNP Paribas as Security Trustee in respect of the shares in CWIGroup Limited
- 3 English law governed equitable charge over shares dated 29 January 2010 and made between CWIGroup Limited (3057908) and BNP Paribas as Security Trustee in respect of the shares in Cable & Wireless (West Indies) Limited.
- 4 English law-governed security confirmation deed dated 26 January 2012 and made between Cable & Wireless Limited, Sable Holding Limited and CWIGroup Limited as confirming parties and BNP Paribas as Security Trustee in respect of (a) an English law-governed equitable charge over shares dated 29 January 2010 and made between Cable & Wireless Limited (238525) and BNP Paribas as Security Trustee in respect of the shares of Sable Holding Limited (b) an English law governed equitable charge over shares dated 29 January 2010 and made between Sable Holding Limited (4925643) and BNP Paribas as Security Trustee in respect of the shares in CWIGroup Limited and (c) an English law governed equitable charge over shares dated 29 January 2010 and made between CWIGroup Limited (3057908) and BNP Paribas as Security Trustee in respect of the shares in Cable & Wireless (West Indies) Limited.
- 5 English law governed security agreement over shares dated 31 March 2015 and made between Cable & Wireless Limited (238525) and BNP Paribas as Security Trustee in respect of the shares of Sable Holding Limited.
6. English law governed security agreement over shares dated 31 March 2015 and made between Sable Holding Limited (4925643) and BNP Paribas as Security Trustee in respect of the shares in CWIGroup Limited
- 7 English law governed security agreement over shares dated 31 March 2015 and made between CWIGroup Limited (3057908) and BNP Paribas as Security Trustee in respect of the shares in Cable & Wireless (West Indies) Limited

Signatures

Confirming Parties

Executed as a deed by **CABLE & WIRELESS LIMITED** acting by

[Redacted]

S. EVANS

in the presence of:

[Redacted]

Name: KIRSTY SMILES

Address: [Redacted]

Occupation: [Redacted]

Executed as a deed by **SABLE HOLDING LIMITED** acting by

[Redacted]

S. EVANS

in the presence of:

[Redacted]

Name: KIRSTY SMILES

Address: [Redacted]

Occupation: [Redacted]

Executed as a deed by **CWIGROUP LIMITED** acting by

[Redacted]

S. EVANS

in the presence of:

[Redacted]

Name: KIRSTY SMILES

Address: [Redacted]

Occupation: [Redacted]

Executed as a Deed by

THE BANK OF NOVA SCOTIA (as Security Trustee)

By:

Name: Rory McCarthy

Title: Director

By

Name:

Title: Joanne Bratchell-Owens
Director

Executed as a Deed by

THE BANK OF NOVA SCOTIA (as Administrative Agent)

By:

Name: Rory McCarthy

Title: Director

By:

Name:

Title: Joanne Bratchell-Owens
Director