

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☒ **What this form is NOT**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge or a
company registered in the
do this, please use form MG02

MONDAY



A22 *A1EAFS37*
30/07/2012
COMPANIES HOUSE #127

1 Company details

Company number 0 1 5 4 1 9 5 7
Company name in full Cable & Wireless U K. (the "Company")

For official use
8
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d2 d4 m0 m2 y2 y0 y1 y2
Description 1 Please see attached continuation page
Date of registration 2 d2 d9 m0 m2 y2 y0 y1 y2

- 1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- 2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name ING BANK N.V., LONDON BRANCH as Security Agent
Address 60 LONDON WALL
LONDON
Postcode E C 2 M 5 T Q

Name
Address
Postcode

Name
Address
Postcode

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

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4 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

Please see attached continuation pages.

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X LINKLATER S

X

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

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Statement of satisfaction in full or in part of mortgage or 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 KATY CHARLTON

Company name LINKLATERS LLP

Address ONE SILK STREET

Post town LONDON

County/Region LONDON

Postcode E C 2 Y 8 H Q

Country UNITED KINGDOM

DX 10 LONDON/CITY

Telephone 020 7456 2000



Important information

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



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



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 completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form



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

Description

Continuation page (1)

Cable & Wireless U K (Company No 01541957)

Composite Debenture (the "**Debenture**") dated 24 February 2012 and made between, amongst others, the Company as an original chargor and ING Bank N V, London Branch in its capacity as security agent for the Secured Parties (the "**Security Agent**", which expression includes its successors in title, permitted assigns and permitted transferees)

Short particulars of all the property mortgaged or charged

Continuation page (1)

Cable & Wireless U K (Company No 01541957)

1 FIXED CHARGE

The Company, with full title guarantee and as security for the payment and discharge of the Secured Obligations (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first fixed charge

- (a) the Shares owned by the Company, and
- (b) any Rights accruing to, derived from or otherwise connected with the Shares (including Dividends and proceeds of Disposal) and all of the Rights (including in respect of Dividends and proceeds of Disposal) accruing to, derived from or otherwise connected with any Shares which it obtains at any time in the future

2 FLOATING CHARGE

The Company, with full title guarantee and as security for the payment and discharge of the Secured Obligations (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge, its undertaking and all its present and future assets including, for the avoidance of doubt, (i) assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charge*) above and (ii) all its heritable and moveable property and other property, assets and Rights in Scotland or governed by the laws of Scotland, but excluding in relation to any Vendor Facility permitted pursuant to the terms of the Facility Agreement, either (A) any equipment supplied by any Vendor which is the subject of a Vendor Facility and that equipment is by virtue of the terms of that Vendor Facility subject to Vendor Security or (B) any receivables sold or discounted which arise from equipment supplied under the terms of a Vendor Facility and where the relevant sale or discounting of receivables is permitted pursuant to the terms of the Facility Agreement

Note (1): In this Form, except to the extent that the context requires otherwise

Any reference to "**assets**" includes present and future properties, revenues and rights of every description

"**Chargor**" means an Original Chargor or an Additional Chargor (as defined in the Debenture)

"**Disposal**" means a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, lend, transfer or otherwise dispose of or cease to exercise direct control over any part of a present or future undertaking, assets, Rights, (including Rights over assets) or revenues

"**Dividends**" in relation to any Share, means

Short particulars of all the property mortgaged or charged

Continuation page (2)

Cable & Wireless U K (Company No 01541957)

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,
- (b) shares, money or other assets or other rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,
- (c) allotments, offers, and rights accruing or offered in respect of that Share, and
- (d) any other Rights or other assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share

"Facility Agreement" means the £260,000,000 credit facility agreement dated 24 February 2012 between, amongst others, (i) the Original Borrowers, (ii) the Original Guarantors and (iii) the Finance Parties (all as defined therein)

"Finance Lease" means any lease or hire purchase contract which would, in accordance with GAAP (as defined in the Facility Agreement), be treated as a finance or capital lease

"Group" means Cable & Wireless Worldwide plc and its Subsidiaries (as defined in the Facility Agreement) for the time being

"Original Chargor" means each of the Company, CWUKHL, Cable & Wireless Worldwide plc, Cable & Wireless Europe Holdings Limited, The Eastern Leasing Company Limited, Cable & Wireless Waterside Holdings Limited and Thus Limited, each in its capacity as an original chargor

"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

"Secured Obligations" means all Obligations (as defined in the Debenture) from time to time incurred by each Chargor under or in connection with the Secured Documents (as defined in the Debenture)

"Secured Parties" means the Finance Parties, the Bilateral Lenders (as defined in the Facility Agreement) and any Receiver or Delegate (each as defined in the Debenture)

"Security" means

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,
- (a) any proprietary interest over an asset, or any contractual assignment in relation to an asset, in each case created in relation to Borrowed Money (as defined in the Facility Agreement) and which has the same commercial effect as if security had been created over it, and
- (b) any right of set-off created by agreement

"Shares" means

- (a) 1 ordinary share in Thus Limited, and

Short particulars of all the property mortgaged or charged

Continuation page (3)

Cable & Wireless U K (Company No 01541957)

- (b) any other shares held from time to time in an Obligor (as defined in the Facility Agreement) which are beneficially owned by the Company

"Vendor" means any equipment supplier, equipment financier, bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of financing or refinancing the supply of such equipment, or in each case any of its respective Affiliates (as defined in the Facility Agreement)

"Vendor Facilities" means any Finance Leases or facilities made available by a Vendor to any member of the Group for the purpose of financing the supply of equipment to the Group

"Vendor Security" means

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,
- (b) any sale, transfer or other disposal of assets on terms whereby they are or may be leased to or re-acquired,
- (c) any sale, transfer or other disposal of receivables on recourse terms,
- (d) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, which has the same commercial effect as if security had been created over it, and
- (e) any right of set-off created by agreement

Any reference to the **"Security Agent"**, any **"Finance Party"**, any **"Secured Party"** or any **"Obligor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees