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Please complete legibly, preferably in black type, or bold black lettering

* insert full name of company

COMPANIES FORM No. 410 (Scot)

Particulars of a charge created by a company registered in Scotland

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use



Company Number
SC192666

Name of company

THUS PLC

Date of creation of the charge (note 1)

3 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge

Amount secured by the charge

See Paper Apart 1

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland PLC in its capacity as Security Agent for the Secured Parties (as defined in the attached Schedule)
135 Bishopsgate
London
EC2M 3UR

Presentor's name address telephone
number and reference (if any):

Burness LLP
120 Bothwell Street
Glasgow G2 7JL

Tel: 0141 248 4933
Ref: ROY/2/872/SSW

For official use (10/03)
Charges Section

Post room

THURSDAY



"SMY4E835"

SCT

12/03/2009

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COMPANIES HOUSE

Short particulars of all the property charged.

Please do not write in this margin

See Paper Apart 2

Please complete legibly, preferably in black type, or bold block lettering

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See Paper Apart 3

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge.
(See Note 5)

Signed



Date:

5 March 2009

For and on behalf of Burness LLP

* delete as appropriate

On behalf of chargee

NOTES:

1. A description of the instrument eg. "Standard Security", "Floating Charge" etc. should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House.
6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB.
DX 235 Edinburgh or LP - 4 Edinburgh 2

S. S. H. L.
FOR BUSINESS LLP

**Papers apart relative to Companies House Form No. 410 (Scot) in respect of
Thus PLC
Registered Number: SC192666**

In these Papers Apart:-

"Bilateral Lenders" has the meaning given to it in the Facility Agreement;

"the Charge" means the bond and floating charge by the Chargor in favour of the Security Agent dated 3 March 2009;

"Charged Assets" means the whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Chargor other than any equipment or receivables arising from such equipment and owing to the Topco Group which are charged as security for Vendor Facilities and/or receivables sold or discounted under receivables financings, as permitted by the terms of the Facility Agreement;

"the Chargor" means Thus PLC, a company incorporated under the Companies Acts with registered number SC192666 and having its registered office at 1-2 Berkeley Square, 99 Berkeley Street, Glasgow, G3 7HR;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Facility Agreement" means the agreement dated on or about the same date as the Charge between, inter alia, Cable & Wireless UK Holdings Limited as Original Borrower, Cable & Wireless UK Holdings Limited, Cable & Wireless UK Limited as Original Guarantors and the Finance Parties;

"Finance Parties" means the Security Agent, the Agent, the Issuing Bank, each Mandated Lead Arranger, each Lead Manager, the Lenders (each as defined in the Facility Agreement) and any other person defined as such in the Facility Agreement;

"Obligations", in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:-

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else;

"Permitted Security" has the meaning given to it in the Facility Agreement;

“Receiver” means any receiver or administrative receiver appointed in respect of the Charged Assets (whether pursuant to the Charge, pursuant to any statute, by a Court or otherwise) and includes joint receivers;

“Secured Parties” means the Finance Parties, the Bilateral Lenders and any Receiver or Delegate;

“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 proprietary interest over an asset, or any contractual arrangement 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
- (c) any right of set-off created by agreement;

“Security Agent” means The Royal Bank of Scotland PLC, of 135 Bishopsgate, London EC2M 3UR in its capacity as Security Agent for the Secured Parties;

“Secured Obligations” means all Obligations undertaken to be paid or discharged in Clause 2 (*Payment of Secured Obligations*) of the Charge;

“Topco Group” has the meaning given to it the Facility Agreement; and

“Vendor Facility” has the meaning given to it in the Facility Agreement.

Paper Apart 1

The amount secured by the Charge is the Secured Obligations.

Paper Apart 2

The property charged by the Charge is the Charged Assets.

Paper Apart 3

The floating charge created by the Charge shall, subject to Section 464(2) of the Companies Act 1985, rank in priority to any fixed security which shall be created by the Chargor after its execution of the Charge, other than a fixed security in favour of the Security Agent and to any other floating charge which shall be created by the Chargor after its execution of the Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge created by the Charge.

Except with the prior written consent of the Security Agent, the Chargor shall not create, incur, assume or permit to subsist any Security on all or any part of the Charged Assets except for a Permitted Security.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 192666

CHARGE NO. 7

I HEREBY CERTIFY THAT A CHARGE CREATED BY THUS PLC

ON 3 MARCH 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 12 MARCH 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 12 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES