

2019

Share Sale Agreement (No.1).

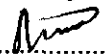
Date: 21 October 1999

CABLE AND WIRELESS (INVESTMENTS) LIMITED

CABLE & WIRELESS EASTERN HEMISPHERE UK LIMITED

Notarial Certificate

I, James Rodon King a Public Notary having jurisdiction in the State of New South Wales in the Commonwealth of Australia, DO HEREBY CERTIFY that I have compared the within copy Share Sale Agreement with the executed original of such document and that the within copy is a true copy of the original Share Sale Agreement.

 19/11/1999
J R King (Public Notary)

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AGREEMENT dated 21 October 1999

BETWEEN CABLE AND WIRELESS (INVESTMENTS) LIMITED, Registered Number 0244080 incorporated in England whose registered office is at 124 Theobalds Road, London, WC1X 8RX, England ("Vendor")

AND CABLE & WIRELESS EASTERN HEMISPHERE UK LIMITED Registered Number 3745587 incorporated in England whose registered office is at 124 Theobalds Road, London, WC1X 8RX, England ("Purchaser")

RECITALS

- A. Cable & Wireless Optus Limited, ACN 052 833 208 is a company limited by shares incorporated in the Australian Capital Territory with its registered office at 101 Miller Street, North Sydney NSW 2060, Australia ("Company").
- B. The Vendor is the registered and beneficial owner of 1,981,382,291 fully paid ordinary shares in the issued share capital of the Company ("Sale Shares").
- C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares upon the terms and conditions contained in this Agreement.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions



In this Agreement unless the context indicates a contrary intention:

"Business Day" means a day on which all banks are open for business generally in New South Wales.

"Company" has the meaning given in Recital A.

"Completion" means the happening of all of the events which under this Agreement are due to happen on the Completion Date.

"Completion Date" means the date on which Completion occurs.

"Encumbrance" includes any mortgage, charge, pledge, lien and any other encumbrance whatsoever.

"Purchaser Shares" means 99 fully paid ordinary shares in the issued share capital of the Purchaser ranking *pari passu* in all respects with all other ordinary shares in the issued share capital of the Purchaser.

"Sale Shares" has the meaning given in Recital B.

1.2 Interpretation

In this Agreement unless the context indicates a contrary intention:

- (1) words importing the singular number include the plural and vice versa and words denoting a given gender include all other genders;
- (2) the expression "**persons**" includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (3) headings are for convenience only and do not affect interpretation; and
- (4) references to parties, clauses, sub-clauses or schedules are references to parties, clauses, sub-clauses and schedules to or of this Agreement and a reference to this Agreement includes any schedule.

2. SALE OF SALE SHARES

The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Sale Shares. The consideration for the sale of the Sale Shares shall be the allotment and issue by the Purchaser of the Purchaser Shares.

3. COMPLETION

3.1 Time and Place for Completion

Completion will take place at Strawinskylaan 2001, 1077 ZZ Amsterdam, The Netherlands on the date of this Agreement.

3.2 Delivery of documents by Vendor

On Completion on the Completion Date the Vendor will deliver to the Company a duly executed transfer of the Sale Shares in the form set out in the Attachment.

3.3 Purchaser Shares

On Completion on the Completion Date the Purchaser will allot and issue to the Vendor the Purchaser Shares.

4. VENDOR'S WARRANTIES

As part of the terms of the sale of the Sale Shares, the Vendor warrants to the Purchaser as at a time immediately before Completion that:

- (1) the Vendor is the beneficial owner of the Sale Shares which are free of any Encumbrance, and the Vendor has complete and unrestricted power and right to sell, assign and transfer the same to the Purchaser;
- (2) the Sale Shares are fully paid up; and

- (3) there are no outstanding options, contracts, calls, first refusals, commitments, rights or demands of any kind relating to the Sale Shares, nor does any person have any rights of pre-emption in respect of any of the Sale Shares.

5. GENERAL

5.1 Further assurance

The parties covenant and agree that each will do all acts and things and execute all deeds and documents and other writings as are from time to time reasonably required for the purposes of or to give effect to this Agreement.

5.2 Governing law

This Agreement shall be governed by and construed in accordance with the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of New South Wales.

5.3 Waiver

No waiver of any breach of this Agreement shall be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement.

5.4 Notices

All notices, requests, consents and other documents authorised or required to be given by or under this Agreement shall be given in writing and either personally served or sent by facsimile transmission ("fax") addressed as follows:

The Vendor

To: Cable and Wireless (Investments) Limited
Address: 124 Theobalds Road, London, WC1X 8RX, England
Fax No: +44 171 315 5073

The Purchaser

To: Cable & Wireless Eastern Hemisphere UK Limited
Address: 124 Theobalds Road, London, WC1X 8RX, England
Fax No: +44 171 315 5073

Notices, requests, consents and other documents ("Notices") shall be deemed served or given:

- (1) if personally served by being left at the address of the party to whom the notice is given between the hours of 9:00 am and 5:00 pm on any Business Day, then in such case at the time the Notice is so delivered;
- (2) if sent by fax, then in such case when successfully transmitted during business hours, or if not during business hours, then when business hours

next commence.

Any party may change its address for receipt of Notices at any time by giving notice thereof to the other party. Any Notice given under this Agreement may be signed on behalf of any party by the duly authorised representative of that party and shall be sent to all other parties to this Agreement.

5.5 Counterparts

This Agreement may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.

5.6 Modification

This Agreement may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the parties or signed on behalf of each party by a director under hand.

5.7 Stamp duties

The Purchaser shall bear all stamp duties (apart from receipts duties, financial institutions duties or bank account debits taxes which shall lie between the parties as they fall) assessed on or in relation to this Agreement or in connection with any of the matters or transactions or sales hereunder or under any document drawn in consequence hereof.

5.8 Whole agreement

This Agreement constitutes the entire agreement and basis of the transaction between the parties in relation to its subject matter. The parties have negotiated the terms of this Agreement with the assistance of their legal advisers and accept that they rely on only those matters expressly set out herein. Any statement, disclosure, representation, warranty, condition, promise, undertaking or other provision not expressly set out in this Agreement has not been relied upon and for that reason shall have no force or effect.

5.9 Assignments

Each party shall not assign any of its rights under this Agreement without the prior written consent of the other party.

SIGNED as an agreement.

SIGNED for and on behalf of **CABLE**)
AND WIRELESS (INVESTMENTS))
LIMITED by **DAVID WHEATLEY**)
its Attorney under a Power of Attorney)
dated 21/10/77 and who declares that he)
has not received any notice of the)
revocation of such Power of Attorney in)

David J. Wheatley
.....
(Signature)

the presence of:

.....*Chas Roll*.....
(Signature of Witness)

.....CHARLES AUSTEN RICHARDSON.....
(Name of Witness in Full)

SIGNED for and on behalf of CABLE &)
WIRELESS EASTERN HEMISPHERE)
UK LIMITED by KRISS BUSH)
its Attorney under a Power of Attorney)
dated 21/10/99 and who declares that he)
has not received any notice of the)
revocation of such Power of Attorney in)
the presence of:

.....*Kriss Bush*.....
(Signature)

21 Oct, 1999

.....*Chas Roll*.....
(Signature of Witness)

.....CHARLES AUSTEN RICHARDSON.....
(Name of Witness in Full)