

**STEP 6**

3745587

**DATED 30 March, 2007**

**CABLE and WIRELESS (INVESTMENTS) LIMITED**

**and**

**CABLE & WIRELESS EASTERN HEMISPHERE UK LIMITED**

**Agreement for the sale and purchase of  
the entire issued share capital of  
Cable and Wireless European Investments Limited**

WEDNESDAY



\*AFB24QRN\*

A46

27/06/2007

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COMPANIES HOUSE

**ALLEN & OVERY**

**ALLEN & OVERY LLP**

**LONDON**

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**THIS AGREEMENT** is made on 30 March, 2007

**BETWEEN**

- (1) **CABLE and WIRELESS (INVESTMENTS) LIMITED** (registered number 00244080) whose registered office is at 7th Floor, The Point, Paddington Basin, 37 North Wharf Road, London, W2 1LA (**CWIL**), and
- (2) **CABLE & WIRELESS EASTERN HEMISPHERE (UK) LIMITED** (registered number 03745587) whose registered office is at 7th Floor, The Point, Paddington Basin, 37 North Wharf Road, London, W2 1LA (**CWEHUK**)

**WHEREAS**

- (A) **CWEHUK** is a wholly-owned subsidiary of **CWIL**
- (B) Cable and Wireless European Investments Limited (**CWEI**) is a private company limited by shares having an authorised share capital of £100,000,000 divided into 100,000,000 ordinary shares of £1 each of which 84,121,924 have been issued fully paid or credited as fully paid and are beneficially owned by **CWIL** (the **CWEI Shares**)
- (C) **CWIL** wishes to sell and **CWEHUK** wishes to purchase the **CWEI Shares** on the terms set out in this agreement

**IT IS AGREED** as follows

**1. SALE AND PURCHASE**

**CWIL** shall sell or procure the sale and **CWEHUK** shall purchase the **CWEI Shares** and all rights attaching to them

**2. CONSIDERATION**

The consideration for the sale of the **CWEI Shares** shall be the allotment and issue to **CWIL** of 1,734,844,000 ordinary shares of £1 in the capital of **CWEHUK** (the **Consideration Shares**)

**3. COMPLETION**

3 1 Completion of the sale and purchase of the **CWEI Shares** (**Completion**) shall take place as soon as is reasonably practicable after the signature of this agreement

3 2 At Completion **CWIL** shall procure

- (a) the delivery to **CWEHUK** of
  - (i) duly executed transfers of the **CWEI Shares** in favour of **CWEHUK**, or as it may direct, and
  - (ii) share certificates representing the **CWEI Shares** (or an express indemnity in a form satisfactory to **CWEHUK** in the case of any found to be missing), and

- (b) that a board meeting of CWEI is held (if not already held) at which it shall be resolved that the transfers referred to in subclause 3 4 (subject only to their being duly stamped or adjudicated not chargeable to stamp duty) are approved for registration
- 3 3 Upon completion of all the matters referred to in subclause 3 2 a board meeting of CWEHUK shall (if not already held) be held at which it shall be resolved that
  - (a) the Consideration Shares be allotted to CWIL credited as fully paid, and
  - (b) the name of CWIL be entered in the register of members of CWEHUK as the holder of the Consideration Shares and that a share certificate in respect of the Consideration Shares be issued to CWIL
- 3 4 As soon as practicable following Completion, CWIL shall procure the delivery to CWEHUK of a duly executed transfer of the CWEI Shares in favour of CWEHUK or as it may direct
- 4. **LEGAL OWNER AS TRUSTEE**

CWIL shall, until the CWEI Shares are registered in the name of CWEHUK or as it may direct, procure that the CWEI Shares are held on trust for CWEHUK
- 5. **COSTS**

Each party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this agreement
- 6. **FURTHER ASSURANCE**
  - 6 1 On and after Completion CWIL shall from time to time at the request and expense of CWEHUK execute and do all such deeds, documents, assurances, acts and things as CWEHUK reasonably requires for vesting the CWEI Shares (or any of them) in CWEHUK and for giving to CWEHUK the full benefit of this agreement
  - 6 2 Each party shall procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and shall otherwise exercise all powers and rights available to it in order to give effect to this agreement
- 7. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this agreement by executing a counterpart
- 8. **NOTICES**
  - 8 1 All notices or other communications under or in connection with this agreement shall be given in writing to the party to be served at its address given above, or at such other address as shall be notified in accordance with this clause A notice will be deemed given
    - (a) if delivered in person or by post, when delivered, and
    - (b) if delivered by facsimile, when received in legible form

**9. ASSIGNMENT**

Either party may assign and/or transfer all or any of its rights and/or obligations under this agreement without the consent of the other party

**10. GOVERNING LAW**

10 1 This agreement shall be governed by and construed in accordance with English law

10 2 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement and the parties submit to the exclusive jurisdiction of the English courts

**AS WITNESS** the hands of the duly authorised representatives of the parties on the date which appears first on page 1

**SIGNATORIES**

SIGNED by )  
for **CABLE AND WIRELESS** )  
**(INVESTMENTS) LIMITED** )

SIGNED by )  
for **CABLE & WIRELESS** )  
**EASTERN HEMISPHERE UK** )   
**LIMITED** )

**SIGNATORIES**

SIGNED by )  
for **CABLE AND WIRELESS** )  
**(INVESTMENTS) LIMITED** )

SIGNED by )  
for **CABLE & WIRELESS** )  
**EASTERN HEMISPHERE UK** )  
**LIMITED**

A handwritten signature in black ink, appearing to be 'R. L. Hughes', written over the signature line for Cable & Wireless Eastern Hemisphere UK Limited.