

M

COMPANIES FORM No. 395

705168/420

Particulars of a mortgage or charge



395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2111

03855219

Name of company

* Global Crossing (BIDCO) Limited (the "Company")

Date of creation of the charge

9TH DECEMBER 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Global Security Agreement (the "Agreement") dated as of 9 December 2003 between Global Crossing North American Holdings, Inc. (the "Issuer"), Global Crossing Limited and the companies identified therein (including the Company) as Guarantors and Wells Fargo Bank, Minnesota N.A. (the "Trustee") as trustee and agent for the benefit of others. Executed outside the United Kingdom and comprising property situated here

Amount secured by the mortgage or charge

All present and future obligations of the Company under and in respect of the Indenture, its Note Guarantee, the Agreement or any of the other Security Documents (the "Secured Obligations")

For definitions, see Annex A hereto.

Names and addresses of the mortgagees or persons entitled to the charge

Wells Fargo Bank Minnesota N.A., Sixth Street and Marquette Avenue, MAC N9303-120, Minneapolis, MN 55479

Postcode

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

Weil, Gotshal & Manges
One South Place
London
EC2M 2WG

449290.48656.0009/TS/DW

Time critical reference

For official Use
Mortgage Section

Post room

LD9
COMPANIES HOUSE

L7HL7R3U

0535
22/12/03

Short particulars of all the property mortgaged or charged

See Annex B hereto.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed Weil, Cptshel & Manjes

Date 19/12/03

On behalf of [company] [~~mortgagee/chargee~~]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

ANNEX A
TO FORM 395 IN RESPECT OF
THE GLOBAL SECURITY AGREEMENT

(a) *Indenture Terms.* Terms defined in the Indenture are used herein as defined therein.

(b) *Certain Uniform Commercial Code Terms.* The terms "Accounts", "Chattel Paper", "Deposit Account", "Document", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangible", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Right", "Payment Intangible", "Proceeds" and "Software" have the respective meanings ascribed thereto in Article 9 of the Uniform Commercial Code. The term "Financial Assets" shall have the meaning ascribed thereto in Article 8 of the Uniform Commercial Code.

(c) *Certain other Terms.* In addition, as used herein:

"Collateral" has the meaning assigned to such term in Section 3 set forth in Annex B hereof.

"Copyright Collateral" means all Copyrights, whether now owned or hereafter acquired by the Company, including each Copyright identified in Annex 4 to the Agreement.

"Copyrights" means all copyrights and copyright registrations, including all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Equity Issuers" means, collectively, (a) the respective corporations, partnerships or other entities identified under the names of the Credit Parties on Annex 3 to the Agreement under the caption "Equity Issuer" and (b) any other entity that shall at any time be a Subsidiary of any Equity Issuer.

"Holders" means all individuals, corporations, partnerships, joint ventures, limited liability companies, incorporated or unincorporated associations, joint-stock companies, trusts, unincorporated organizations, government or agency or political subdivisions thereof or other entities of any kind in whose name one or several of the Notes are registered

"Indenture" means an Indenture dated as of December 9 2003 by and between the Issuer, Global Crossing Limited and the companies identified therein (including the Company) as Guarantors and the Trustee.

"Intellectual Property" means collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, software, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to the Company with respect to any of the foregoing, including software licenses, in each case whether now or hereafter owned or used including the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral, listed in Annex 7 to the Agreement; (c) all information, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs with respect

to any of the foregoing; (d) all field repair data, sales data and other information relating to sales or service of products now or manufactured after the date of the Agreement; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Company; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above.

"Motor Vehicles" means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Notes" means the 11% Senior Secured Notes due 2006 issued to the Holders under the Indenture.

"Patent Collateral" means all Patents, whether owned by the Company at the date of the Agreement or acquired by the Company thereafter, including each Patent identified in Annex 5 to the Agreement.

"Patents" means all patents, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Pledged Indebtedness" means any debt owed to the Company by any Person.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, incorporated or unincorporated association, joint-stock company, trust, unincorporated organization, government or agency or political subdivision thereof or other entity of any kind

"Pledged Stock" has the meaning assigned to such term in Section 3(c) set forth in Annex B hereof.

"Security Document" means each of the Agreement, the Affiliate Subordination Agreement and each security agreement, pledge agreement, assignment, mortgage or other similar instrument or document entered into or delivered pursuant to the Agreement or pursuant to Article VI of the Indenture, in each case as the same shall be modified and supplemented and in effect from time to time.

"Stock Collateral" has the meaning assigned to such term in Section 3(c)(ii) set forth in Annex B hereof.

"Trademark Collateral" means all Trademarks, whether now owned or hereafter acquired by the Company, including each Trademark identified in Annex 6 to the Agreement. Notwithstanding the foregoing, the Trademark Collateral does not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York.

ANNEX B
TO FORM 395 IN RESPECT OF
THE GLOBAL SECURITY AGREEMENT

Section 3 The Company has pledged, charged and granted to the Trustee, for the benefit of the Trustee and the Holders as provided in the Agreement, a security interest in and to all of the Company's right, title and interest in the following property, whether owned by the Company at the date of the Agreement or acquired by the Company thereafter and whether existing at the date of the Agreement or coming into existence thereafter (all being collectively referred to herein as "Collateral"):

- (a) all Accounts, all General Intangibles, all Deposit Accounts, all Instruments, all Documents, all Chattel Paper (whether tangible or electronic), all Inventory, all Equipment, all Fixtures;
- (b) all Goods not covered by the preceding clause (a);
- (c) the Equity Interests of the Equity Issuers identified in Annex 3 to the Agreement under the name of the Company together with all rights, privileges, authority and power of such Equity Issuer with respect to such Equity Interests, in each case together with the certificates, instruments and agreements, if any, evidencing the same (collectively, the "Pledged Stock"), together with:
 - (i) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefore, and any subscription warrants, rights, agreements or options issued to the holders of, or otherwise in respect of, the Pledged Stock; and
 - (ii) without affecting the obligations of the Company under any provision prohibiting such action under the Agreement or the Indenture, in the event of any consolidation, amalgamation or merger in which an Equity Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation (unless such successor corporation is the Company itself) formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged or charged under the Agreement pursuant to clause (ii) and clause (i) of Section 3(c) thereof as described in this clause (ii) and clause (i) above being herein collectively called the "Stock Collateral");
- (d) all Investment Property and Financial Assets not covered by clause (c) of Section 3 of the Agreement as described in clause (c) above;
- (e) all Intellectual Property;
- (f) all rights, claims and benefits of the Company against any Person arising out of, relating to or in connection with the Intellectual Property, and Inventory or Equipment

purchased by the Company, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

- (g) all Payment Intangibles, Software and all other General Intangibles whatsoever not covered by clauses (a) to (f) of Section 3 of the Agreement as described in the preceding clauses of this Section 3;
- (h) all Pledged Indebtedness;
- (i) the balance from time to time in the Asset Sale Proceeds Account, the Specified Subsidiary Asset Sale Proceeds Account and the Specified Subsidiary Casualty Event Proceeds Account, and all Investment Property and Financial Assets at any time held in any of such Accounts;
- (j) all fiber optic submarine cable systems, including cables and materials, parts, tools, dies, jigs, fixtures, plans, information and contract rights, including all undersea fiber and cable, including all undersea fiber and cable in international waters;
- (k) all real property, including all leasehold interests and all rights to use any real property interest;
- (l) all other tangible and intangible real and personal property whatsoever of the Company; and
- (m) all Proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the foregoing and, to the extent related to any of the foregoing, all books, correspondence, credit files, records, invoices and other papers (including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Company or any computer bureau or service company from time to time acting for the Company),

IT BEING UNDERSTOOD, HOWEVER, that, notwithstanding anything to the contrary set forth in the Agreement, the Indenture or any other Security Document (but without limiting the undertakings of the Company under Article VI of the Indenture), in no event will the Collateral consist of, or the security interest granted under Section 3 of the Agreement attach, (A) to any lease, license, governmental authorization, permit, concession, contract, property rights, application or agreement to which the Company is a party (or to any of its rights or interests thereunder) if the grant of such security interest would constitute or result in either (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Company therein or (ii) in a breach, cancellation, withdrawal or termination pursuant to the terms of, or a default under, any such lease, license, governmental authorisation, permit, concession, contract, property rights, application or agreement (except to the extent that any such term would be rendered ineffective pursuant to, or any such breach, cancellation, withdrawal or termination would be overridden by, Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code or other applicable law), (B) without limiting the provisions of Section 6.02 of the Indenture, to any Property in any jurisdiction, to the extent that obtaining a Lien upon such Property in such jurisdiction is prohibited under applicable law, or requires the obtaining of a governmental approval (which governmental approval has not yet been obtained), (C) to any Excluded Collateral or (D) to any Property located in The Netherlands or, in the case of Receivables, governed by Netherlands law, and over which a valid security interest is or will be created by any Dutch Security Document.

It is contemplated that, with respect to Collateral of the Company that (x) consists of any real property or real property interest (wherever located), (y) any Collateral of the Company that may be located outside of the United States, and (z) any Collateral wherever located of the Company that may be organised or that conducts business outside of the United States, the Company will concurrently with the execution and delivery of the Agreement (but subject to Section 6.02 of the Indenture) execute and deliver such additional security agreements, pledge agreements, assignments, mortgages and other similar instruments or documents as shall be necessary or appropriate (and permitted under applicable law) in order to create, perfect and make enforceable Liens upon and other security interests in the Collateral owned by the Company under the law of the jurisdiction in which such Collateral is located or in which the Company is organised or conducts business. Any such additional security agreements, pledge agreements, assignments, mortgages and similar instruments and documents shall be deemed to supplement and not supersede the Liens and security interests provided in the Agreement.

Anything in the Agreement to the contrary notwithstanding, the Company shall not be required to perform any action which is illegal or which may violate any applicable law or that carries a material risk of jeopardising the rights it holds in the Collateral.

Section 4. Further Assurances; Remedies

In furtherance of the grant of the pledge, charge and security interest pursuant to Section 3 of the Agreement, the Company has agreed with the Trustee (but subject to the provisions of Section 6.02 of the Indenture) as follows:

4.01 Delivery and Other Perfection. The Company will:

- (a) if any of the shares, securities, moneys or property required to be pledged and charged by the Company under clauses (c)(i) and (c)(ii) of Section 3 of the Agreement are received by the Company forthwith, either (x) transfer and deliver to the Trustee (or to the Agent or third party under any Intercreditor Agreement as provided in Article III thereof) such shares, securities, moneys or property so received by the Company (together with the certificates, if any, for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by the Trustee (or the Agent or third party), pursuant to the terms of the Agreement, as part of the Collateral or (y) take such other action as shall be necessary to duly record the Lien created under the Agreement in such shares, securities, moneys or property in said clauses (c)(i) and (c)(ii), including, with respect to the Lien on the shares of an Equity Issuer which are not represented by certificates, the registration in the shareholders register of such Equity Issuer of appropriate entries evidencing said Lien;
- (b) deliver and pledge to the Trustee (or to the Agent or third party under any Intercreditor Agreement as provided in Article III thereof) any and all Instruments (other than checks) constituting part of the Collateral in which the Company purports to grant a security interest under the Agreement, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance necessary to effectuate the security interest granted under the Agreement; although so long as no Event of Default shall have occurred and be continuing, unremedied and unwaived, the Company may retain for collection in the ordinary course any Instruments received by the Company in the ordinary course of its business and the Trustee has

agreed that it will, promptly upon request of the Company through Global Crossing Limited, make arrangements against trust receipt or like document for making any Instrument pledged by the Company available to the Company for purposes of presentation, collection or renewal;

- (c) deliver and pledge to the Trustee (or to the Agent or third party under any Intercreditor Agreement as provided in Article III thereof) any and all promissory notes or other instruments constituting part of the Collateral and evidencing any of the Pledged Indebtedness in excess of \$200,000, endorsed and/or accompanied by such instruments of assignment and transfer in such form as shall be necessary to perfect the Lien of the Trustee in such promissory notes and instruments;
- (d) give, execute, deliver, file, record, authorize or obtain all such financing statements, notices, instruments, documents, agreements or consents or other papers as, subject to Section 6.02 of the Indenture, shall be necessary to create, preserve, perfect or validate the security interest granted pursuant to the Agreement and the priority thereof or to enable the Trustee to exercise and enforce its rights under the Agreement with respect to such security interest, including, without limitation, causing any or all of the Stock Collateral to be transferred or record into the name of the Trustee or its nominees (and the Trustee has agreed that if any Stock Collateral is transferred into its name or the name of its nominee, the Trustee will thereafter promptly upon request therefore by the Company give to the Company copies of any notices and communications received by it with respect to the Stock Collateral pledged and charged by the Company under the Agreement);
- (e) keep accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as shall be necessary in order to reflect the security interests granted by the Agreement;
- (f) following the occurrence and during the continuance, unremedied and unwaived, of an Event of Default, permit representatives of the Trustee, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and permit representatives of the Trustee to be present at the Company's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by the Company with respect to the Collateral, all in such manner as the Trustee may reasonably require; and
- (g) subject to Section 6.02 of the Indenture, execute and deliver and cause to be filed, such continuation statements, and do such other acts and things, as may be necessary to maintain the perfection and priority of the security interest granted pursuant to the Agreement.

Anything in the Agreement to the contrary notwithstanding, it is understood and agreed that, as provided in Section 6.03(a) of the Indenture:

- (i) as to Property of the Company located in any jurisdiction owned by the Company on the date of the Agreement that is not covered by the Lien of a particular Security Document other than the Agreement, the Company will be deemed to have complied with the requirements of the Section 4.01 of the Agreement if, as contemplated by Exhibit F to the Indenture, the

Administrative Agent and the Official Creditors' Committee confirm in writing to the Trustee that the conditions set forth in said Exhibit F have been satisfied;

- (ii) as to Property of the Company located in any jurisdiction, whether owned or at the rate of the Agreement or acquired thereafter, that is covered by the Lien of a particular Security Document other than the Agreement (or that is contemplated by such Security Document to be covered by such Lien if acquired after the date of the Agreement), the Company will be deemed to have complied with the requirements of Section 4.01 of the Agreement if the Company complies with the requirements of such Security Document;
- (iii) as to all other Property acquired by the Company, the Company will (subject to section 6.02 of the Indenture) comply with the requirements of Section 4.01 of the Agreement;
- (iv) as to any contract or agreement to which the Company is a party on the date of the Agreement that requires the consent of a third party in order to create a lien in such contract or agreement, the Company will be deemed to have complied with the requirements of Section 4.01 of the Agreement if, after utilising commercially reasonable efforts in an attempt to so obtain such consent, as contemplated by Exhibit F to the Indenture, the Administrative Agent and the Official Creditors' Committee confirm in writing to the Trustee that the conditions set forth in said Exhibit F have been satisfied; and
- (v) as to any contract or agreement to which the Company becomes a party after the date hereof that requires the consent of a third party in order to create a Lien in such contract or agreement, the Company will be deemed to have complied with the requirements of Section 4.01 of the Agreement, notwithstanding that such consent has been refused, if it shall have used commercially reasonable efforts to obtain such consent (and shall so certify in the first Officers' Certificate delivered pursuant to Section 6.03(c)(ii)(B) of the Indenture after the date of such refusal).

4.02 Other Financing Statements and Liens. Except for Permitted Liens, the Company has agreed that it will not (i) file or suffer to be on file, or authorise or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument or (ii) create or permit the creation of any Lien or allow any Lien to subsist, with respect to the Collateral in which the Trustee is not named as the sole secured party for the benefit of the Trustee and the Holders.

4.03 Preservation of Rights. The Trustee is not required to take steps necessary to preserve any rights against prior parties to any of the Collateral, but that has agreed to cooperate with the Company in any request for documentation or evidence in any action taken by the Company to protect or preserve its rights in the Collateral, to the extent such request is made pursuant to an Issuer Order.

4.04 Special Provisions Relating to Certain Collateral

- (a) Stock Collateral. The Company has agreed to cause the Stock Collateral to constitute at all times 100% of all the total number of shares of Capital Stock of each Equity Issuer then issued and outstanding held by the Company.

So long as no Event of Default will have occurred and be continuing, unremedied and unwaived, the Company will have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of the Agreement, the Indenture or any other Security Document or any other instrument or agreement referred to it therein, but the Company has agreed that it will not vote the Stock Collateral in any manner that results in a violation of the terms of the Agreement, the Indenture, the Security Documents or any such other instrument or agreement; and the Trustee has agreed that it will execute and deliver to the Company or cause to be executed and delivered to the Company all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Company may reasonably request pursuant to an Issuer Request for the purpose of enabling the Company to exercise the rights and powers that they are entitled to exercise pursuant to Section 4.04 of the Agreement.

- (b) Intellectual Property. Notwithstanding the pledge of its Intellectual Property under the Agreement and any required contained in the Indenture or any other Security Document, until notice to the Company has been given by the Trustee following the occurrence and during the continuance, unremedied and unwaived, of an Event of Default, the Company will have the right to exploit and use the Intellectual Property in connection with its business, including but not limited to the development, marketing, promotion, distribution and sale of the underlying services related to such Intellectual Property.

4.05 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing, unremedied and unwaived.

- (a) the Company has agreed that it will, at the request of the Trustee, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Trustee and the Company, designated in the Trustee's request;
- (b) the Trustee may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;
- (c) the Trustee will have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies under the Agreement or under any of the other Security Documents may be asserted, including the right, to the fullest extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Trustee were the sole and absolute owner thereof (and the Company has agreed that it will take all such action as may be appropriate to give effect to such right);

- (d) the Trustee may, in its name or in the name of the Company or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but will be under no obligation to do so; and
- (e) the Trustee may, upon ten Business Days' prior written notice to the Company of the time and place, with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Trustee, or any of its agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Trustee deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Trustee or any other Holder or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Company, any such demand, notice and right or equity having been expressly waived and released in the Agreement, to the fullest extent permitted by law. The Trustee may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition will be included, and the Company has agreed to supply to the Trustee or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral.

The proceeds of each collection, sale or other disposition under Section 4.05 of the Agreement shall be applied in accordance with Section 4.09 of the Agreement.

The Company has recognized that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Trustee may be compelled, with respect to any sale or all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Company has acknowledged that any such private sales may be at prices and on terms less favourable to the Trustee than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, has agreed that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Trustee will have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the Company or issuer thereof to register it for public sale.

4.06 Deficiency If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 4.05 of the Agreement are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Company will remain liable for any deficiency.

4.07 Locations; Names. The Company has agreed that it will not, without at least 30 days' prior written notice to the Trustee, and (in the case of a change of its name) delivery of an Opinion of Counsel and an Issue Order identifying any action required to be taken by the Company or the Trustee to perfect or continue the perfection of the Liens hereunder granted by the Company and protect the priority thereof, change its "location" (as defined in Section 9-307 of the Uniform Commercial Code) or change its name from the name shown as its current legal name on Annex 1 to the Agreement.

Without the prior written consent of the Trustee, the Company may remove items of Collateral outside of any jurisdiction in which the Company conducts business, or in which such items are located, in order to have them repaired or upgraded, subject to the obligation of returning such items to their original location in such jurisdiction as soon as their repair or upgrade has been completed and, if required in order to transport or relocate any such item of Collateral, the Trustee has agreed that it will, upon delivery to it of an Issuer Order requesting a release (which is to state that such release is authorized under Section 4.07 of the Agreement), promptly execute and deliver to the Company such release statement and such other documentation as shall be specified by the Company in such Issuer Order to effect the temporary release of the Lien on such item of Collateral in order that it may be removed or relocated.

4.08 Private Sale. The Trustee and the Holders will incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 4.05 of the Agreement conducted in a commercially reasonable manner. The Company has in the Agreement waived any claims against the Trustee or any Holder arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Trustee accepts the first offer received and does not offer the Collateral to more than one offeree.

4.09 Application of Proceeds. The proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Trustee under this Section 4, is to be applied by the Trustee in the manner set forth in Article IX of the Indenture.

4.10 Attorney-in-Fact. Without limiting any rights or powers granted by the Agreement to the Trustee while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance, unremedied and unwaived, of any Event of Default the Trustee has been appointed the attorney-in-fact of the Company for the purpose of carrying out the provisions of Section 4 of the Agreement and taking any action and executing any instruments which the Trustee may reasonably deem necessary or advisable to accomplish the purposes of the Agreement, which appointment as attorney-in-fact is irrevocable and coupled with an interest. So long as the Trustee is entitled under this Section 4 of the Agreement to make collections in respect of the Collateral, the Trustee will have the right and power to receive, endorse and collect all checks made payable to the order of the Company representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

4.11 Perfection. The Company has consented that Uniform Commercial Code financing statements may be filed describing the Collateral as "all assets" or "all personal property" of the Company (but no such description will be deemed to modify the description of Collateral set forth in Section 3 of the Agreement).

Anything in the Agreement to the contrary notwithstanding, the obligations of the Company to take any action to perfect the Liens granted under the Agreement and under any other Security Document on any Collateral shall be subject to the provisions of Sections 6.02 and 6.03 of the Indenture.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03855219

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GLOBAL SECURITY AGREEMENT EXECUTED OUTSIDE THE UNITED KINGDOM AND COMPRISING PROPERTY SITUATED THERE DATED THE 9th DECEMBER 2003 AND CREATED BY GLOBAL CROSSING (BIDCO) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WELLS FARGO BANK MINNESOTA N.A. (THE "TRUSTEE") AS TRUSTEE AND AGENT FOR THE BENEFIT OF OTHERS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —