

**Execution Version**

DATED 16 \_\_\_\_\_.

**CP New Cayman Holdco I Limited**

and

**CP New Cayman Holdco II Limited**

and

**Columbus Networks, Limited**

and

**Columbus Networks (Cayman) Holdco Limited**

---

DEED OF AMENDMENT  
relating to a share purchase agreement  
dated 31 March 2015

---

Slaughter and May  
One Bunhill Row  
London EC1Y 8YY  
(ADJ/CVKB)

532074432

THIS DEED OF AMENDMENT (this "Deed") is made on 16 November.

**BETWEEN:**

1. **CP New Cayman Holdco I Limited** of Floor 4, Willow House, Cricket Square, PO Box 268, Grand Cayman KY1-1104, Cayman Islands (a company duly incorporated and existing under the laws of the Cayman Islands No. 296221) (the "**First Seller**")
2. **CP New Cayman Holdco II Limited** of Floor 4, Willow House, Cricket Square, PO Box 268, Grand Cayman KY1-1104, Cayman Islands (a company duly incorporated and existing under the laws of the Cayman Islands No. 296174) (the "**Second Seller**")

(the First Seller and the Second Seller together the "**Sellers**")

**AND**

3. **Columbus Networks, Limited** of Suite 205-207, Dowell House, Corner of Roebuck and Palmetto Streets, Bridgetown, BB11080, Barbados (a company duly incorporated and existing under the laws of Barbados with company no. 28152) (the "**First Purchaser**")
4. **Columbus Networks (Cayman) Holdco Limited** of Suite 205-207, Dowell House, Corner of Roebuck and Palmetto Streets, Bridgetown, BB11080, Barbados (a company duly incorporated and existing under the laws of Barbados with company no. 38978) (the "**Second Purchaser**")

(the First Purchaser and the Second Purchaser together the "**Purchasers**")

**WHEREAS:**

- A. On 31 March 2015, the Sellers and the Purchasers entered into a share purchase agreement in relation to the sale and purchase of the entire issued share capital of Columbus New Cayman Limited (the "**Carve-out Repatriation SPA**").
- B. The Sellers and the Purchasers have now agreed to amend the Carve-out Repatriation SPA on the terms set out in this Deed.

**NOW THIS DEED WITNESSETH** as follows:

1. **Definitions and interpretation**
  - 1.1 Unless defined herein or the context otherwise requires, words and expressions defined in the Carve-out Repatriation SPA shall have the same meanings when used in this Deed.
  - 1.2 The provisions of clause 1.2 of the Carve-out Repatriation SPA shall apply, *mutatis mutandis*, to this Deed.

## 2. Amendment

The Sellers and the Purchasers hereby agree that, with effect from the execution of this Deed, clause 6.1 of the Carve-out Repatriation shall be deleted in its entirety and replaced with the following:

*“6.1 Notwithstanding anything to the contrary in section 3.1 of Schedule C to the SPA but subject always to clause 4.1(C), First Completion shall take place at 10.00 am (Eastern Time) at the offices of Cable & Wireless Communications, Inc. on the day that is 5 Business Days after the day on which the Purchasers give notice to the Sellers that they require the Sellers to complete the sale and purchase of the Shares, which notice may only be given:*

- (A) if Cable & Wireless Communications Plc (“CWC”) is no longer in an “offer period” (as defined in the City Code on Takeover and Mergers) in respect of an offer, or a possible offer, by Liberty Global plc (or a member of its group) for the entire issued and to be issued share capital of CWC; and*
- (B) after all of the Conditions set out at clause 4.1 have been satisfied or (where applicable) waived in accordance with this Agreement.”*

## 3. No other amendments

Save as amended by this Deed, the Carve-out Repatriation SPA shall continue in full force and effect and, save where the context otherwise requires, any and every reference in the Carve-out Repatriation SPA to “this Agreement”, “hereto”, “hereunder” and words of similar import shall be construed as a reference to the Carve-out Repatriation SPA as amended by this Deed.


## 4. Miscellaneous

Clauses 10 (Notices), 11 (Receipt of notices), 13 (Variation), 15 (Joint and several liability), 16 (Remedies and waivers), 17 (Assignment), 18 (Further assurance), 19 (Contracts (Rights of Third Parties) Act 1999), 20 (Counterparts), 21 (Choice of Governing Law) and 22 (Jurisdiction) shall be incorporated into this Deed and shall take effect, *mutatis mutandis*, as if set out in full in this Deed.

*[Remainder of page intentionally blank]*

IN WITNESS of which this document has been executed and delivered as a deed on the date first shown above:

Signed as a deed on behalf of **CP NEW CAYMAN HOLDCO I LIMITED**, a company incorporated in the Cayman Islands, by Brendan Paddick, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

  
Brendan Paddick  
(Authorised signatory)

Witness's signature: 

Name (print): W. MARK FESTING

Occupation: BUSINESSMAN

Address: 33 PIKE CLOSE, FREEPORT BAHAMAS

Signed as a deed on behalf of **CP NEW CAYMAN HOLDCO II LIMITED**, a company incorporated in the Cayman Islands, by Brendan Paddick, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

  
Brendan Paddick  
(Authorised signatory)

Witness's signature: 

Name (print): W. MARK FESTING

Occupation: BUSINESSMAN

Address: 33 PIKE CLOSE, FREEPORT BAHAMAS

Signed as a deed on behalf of **COLUMBUS NETWORKS, LIMITED**, a company incorporated in Barbados, by being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

.....  
Name:  
(Authorised signatory)

Witness's signature:

IN WITNESS of which this document has been executed and delivered as a deed on the date first shown above:

Signed as a deed on behalf of **CP NEW CAYMAN HOLDCO I LIMITED**, a company incorporated in the Cayman Islands, by Brendan Paddick, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

.....  
Brendan Paddick  
(Authorised signatory)

Witness's signature:  
.....

Name (print):  
.....

Occupation:  
.....

Address:  
.....

Signed as a deed on behalf of **CP NEW CAYMAN HOLDCO II LIMITED**, a company incorporated in the Cayman Islands, by Brendan Paddick, being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

.....  
Brendan Paddick  
(Authorised signatory)


Witness's signature:  
.....

Name (print):  
.....

Occupation:  
.....

Address:  
.....

Signed as a deed on behalf of **COLUMBUS NETWORKS, LIMITED**, a company incorporated in Barbados, by **BELINDA BRADBERRY** being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

  
.....  
Name: **BELINDA BRADBERRY**  
(Authorised signatory)

Witness's signature:

*LUKE ROWLAND*  
.....

Name (print): LUKE ROWLAND  
.....

Occupation: **Trainee Solicitor**  
..... **One Bunhill Row**

Address: **London**  
..... **EC1Y 8YY**

Signed as a deed on behalf of **COLUMBUS NETWORKS** )  
**(CAYMAN) HOLDCO LIMITED**, a company incorporated )  
in Barbados, by )  
being a person who, in accordance with the laws of that )  
territory, is acting under the authority of the company in )  
the presence of: )

.....  
Name:  
(Authorised signatory)

Witness's signature:  
.....

Name (print):  
.....

Occupation:  
.....

Address:  
.....



Name (print):

Occupation:

Address:

Signed as a deed on behalf of **COLUMBUS NETWORKS (CAYMAN) HOLDCO LIMITED**, a company incorporated in Barbados, by Brendan Paddick being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of

  
Name: BRENDAN PADDICK  
(Authorised signatory)

Witness's signature:



Name (print):

W. MARK FESTINA

Occupation:

BUSINESSMAN

Address:

33 PIKE CLOSE, FREEPORT, BAHAMAS