

3rd June 2014

Private & Confidential
Perley McBride

Dear Perley,

Further to our meetings and to your visit to London the other week, I am delighted to offer you the role of Chief Financial Officer (CFO) for Cable & Wireless Communications Plc (CWC). The key terms being offered for the role are as follows:

- The role is a main board position and reports to myself. The role will be based at the Company's Operational HQ in Coral Gables, Miami, Florida. The Company intends to maintain its primary listing on the UK stock exchange for the foreseeable future and will retain a London office as its Group HQ to support that listing. You will be required to attend investor meetings and market updates/ the AGM in London, as well as travel regularly throughout the rest of the Group's locations.

Start date

- This offer is conditional upon your joining us by no later than 30th June 2014.

Base salary

- Your base salary will be US\$600,000 per annum.

Annual bonus

- You will be eligible to an annual bonus opportunity of up to 1.5 x salary per annum, which will be subject to the rules of the plan. The bonus will be based on a combination of financial and personal performance targets, with the measures and targets defined on an annual basis (for the FY14/15 the bonus measures are Revenue, EBITDA, Net Promoter Score (NPS) and personal performance). 50% of any bonus paid each year is deferred into shares and subject to claw back for one year.

LTIP

- You will be eligible to receive each year an award of performance shares with a face value on grant of 2 x your base salary. Each award will vest 3 years from the date of grant, subject to achievement of specific performance conditions. For FY14/15, the performance conditions are a combination of Revenue Growth, EBITDA, Economic Profit, Net Promoter Score (NPS) and Relative Total Shareholder Return (TSR) measured against a bespoke group of sector based companies, and the first award will be made at the earliest opportunity after you join the Company, which we expect to be within 2 weeks subject to any restrictions created by a closed period.
- We recognise and appreciate the difference in LTIP treatment between the UK and US on change of control. The default position on change of control under our share plan rules, is to time pro-rate the shares and assess performance to the date of change of control. Without wanting to fetter the Remuneration Committee's ability to exercise their discretion at the time, I want to reassure you that within the rules of our LTIP plan the Committee have the ability to override the time pro-rating and in forming any such view would typically take into consideration the circumstances at the time including the time frame from you joining to any such event occurring, given that you are committing to CWC for the long term.



Other aspects of the package

- A cash allowance in lieu of pension equal to 25% of salary per annum.
- Family healthcare cover, life assurance of 4 x base salary and long term disability cover.
- 30 days annual leave in addition to public holidays (to be taken in accordance with the US arrangements).
- Under the Company's share ownership guidelines you will be required to accumulate a shareholding in CWC of not less than 3 x your salary, such requirement to be satisfied from retention by you of any vested awards in the Company.
- You have explained that you need to maintain your family home in Atlanta until your daughter completes a key stage in her education. As soon as possible after that stage is completed you agree to relocate your family to Miami.
- The Company will provide you with a cash allowance of \$6,500 (gross) per month for you to put towards the cost of accommodation in Miami and /or flights to Miami for a period of up to 2 years from your start date or until such time as you relocate to Miami on a permanent basis whichever is sooner. For any period prior to you securing accommodation in Miami, the Company will as an option reimburse any hotel expenses in Miami, in lieu of the cash allowance.
- At the point that you relocate to Miami, the Company will also provide support with relocating you and your family to Miami, to include payment of reasonable realtor & legal fees on sale and legal fees/ title insurance on purchase and the relocation of your possessions to Miami.
- 12 months' notice each way (employer and employee).
- As your place of work will be Miami you will be tax resident in the US. If you incur any liability for UK tax by virtue of being employed by a UK entity or as a result of time spent in the UK, we will indemnify you for any additional tax you may be liable for over and beyond that which you would suffer in the US. We will also pay the reasonable costs of any UK tax advice you require.

We will require you to sign a full contract of employment prior to joining us, however by signing and returning a duplicate copy of this letter, you confirm that subject to contract, you agree to the terms being offered for the role of CFO Cable & Wireless Communications Plc, as detailed in this letter.

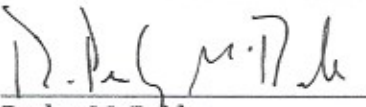
Finally, I am delighted that we are able to make this offer to you and hope that we can conclude arrangements as quickly as possible so we can welcome you to the team. I am very much looking forward to working with you.

Best regards

Phil Bentley
CEO, Cable & Wireless Communications Plc



I confirm that subject to contract, I agree to the terms for the role of CFO Cable & Wireless Communications Plc, as detailed in this letter.

Signed: 
Perley McBride

Date: 6/3/2014