

Mandated Lead Arrangers	Underwriters
The Bank of Nova Scotia	The Bank of Nova Scotia
Merrill Lynch, Pierce, Fenner & Smith Incorporated	Bank of America, N.A.
BNP Paribas Fortis SA/NV	BNP Paribas Fortis SA/NV
Citigroup Global Markets Limited	Citibank NA London
Credit Suisse Securities (USA) LLC	Credit Suisse Securities (USA) LLC
Goldman Sachs Bank USA	Goldman Sachs Bank USA
ING Capital LLC	ING Capital LLC
Royal Bank of Canada	Royal Bank of Canada

Project Coral

Bridge Facility - Fee Letter

To: LGE Coral Holdco Limited (“**Finco**”)
Griffin House
161 Hammersmith Road
London
W6 8BS

16 November 2015

For the attention of: Charles Bracken

Strictly Private and Confidential

We refer to the commitment letter dated on or about the date of this letter between the parties hereto (the “**Commitment Letter**”). This letter is the “Bridge Facility Fee Letter” referred to in the Commitment Letter.

Capitalised terms used in this Bridge Facility Fee Letter, unless otherwise defined below, shall have the meaning given to such terms in the Commitment Letter and/or the Senior Unsecured Bridge Facility Agreement, as the context requires.

In this Bridge Facility Fee Letter:

“**2022 Notes Consent Solicitation**” means the consent solicitation to be launched on or about the Announcement Date in respect of the US\$750 million 6.875% senior notes due 2022 issued by Sable International Finance Limited.

“**Announcement Date**” means the date of the announcement of the offer by Liberty Global plc or any of its Affiliates to acquire, by means of a scheme of arrangement or otherwise, all of the outstanding shares of Coral.

“**Commitment**” means (i) prior to Signing Date, a “Senior Unsecured Bridge Facility Commitment” under and as defined in the Commitment Letter and (ii) on and from the Signing Date, a “Commitment” under and as defined in the Senior Unsecured Bridge Facility Agreement.

“**Coral**” means Cable & Wireless Communications Plc.

“Initial Maturity Date” means, subject to Clause 6.2 (*Mandatory extension of Initial Loans into Term Loans*) of the Senior Unsecured Bridge Facility Agreement, the first anniversary of the first Utilisation Date.

“Initial Period” means the period commencing on the Announcement Date and ending on (and including) the date that falls 60 Business Days following such date.

“Senior Unsecured Bridge Facility” means the “Facility” as defined in the Senior Unsecured Bridge Facility Agreement.

“Senior Unsecured Bridge Facility Agreement” means the facility agreement in the form attached as Schedule 1 to the Commitment Letter.

“Senior Unsecured Bridge Facility Base Margin” means 6.75%.

Notwithstanding that an Affiliate of a Mandated Lead Arranger or an Underwriter may also be a party to this Bridge Facility Fee Letter as a Mandated Lead Arranger or Underwriter, as applicable, a reference in this Bridge Facility Fee Letter to a "Mandated Lead Arranger" or to an "Underwriter" shall be deemed to be a reference to a Mandated Lead Arranger or Underwriter, as applicable, including any of its Affiliates that are also a party to this Bridge Facility Fee Letter. For the avoidance of doubt, no Mandated Lead Arranger's or Underwriter's Commitments under the Commitment Letter with respect to the Senior Unsecured Bridge Facility will be increased by virtue of one of its Affiliates also being a party to this Bridge Facility Fee Letter.

1. Fees

As consideration for the Commitments and agreements of the Mandated Lead Arrangers and the Underwriters under the Commitment Letter with respect to the Senior Unsecured Bridge Facility, you agree to pay (or cause to be paid) to the Underwriters the following fees:

- (a) An early termination fee (the **“Early Termination Fee”**) equal to 0.25% of the aggregate amount of any Commitments which are cancelled during the Initial Period in connection with the successful closing of the 2022 Notes Consent Solicitation.

The Early Termination Fee shall be payable as follows: (i) 33.33% shall be payable within 5 Business Days of the last day of the Initial Period; and (ii) 66.67% shall be payable in full on, and subject to the occurrence of, the Scheme Effective Date.

The Early Termination Fee shall be apportioned between the Underwriters rateably according to each Underwriter's Commitment as at the date of the Commitment Letter as a proportion of the total Commitments as at the date of the Commitment Letter.

- (b) A commitment fee (the **“Commitment Fee”**) equal to 0.75% of the aggregate amount of any uncanceled Commitments as at 5:00pm London time on the last day of the Initial Period.

The Commitment Fee shall be payable as follows: (i) 33.33% shall be payable within 5 Business Days of the last day of the Initial Period; and (ii) 66.67% shall be payable on, and subject to the occurrence of, the Scheme Effective Date.

The Commitment Fee shall be apportioned between the Underwriters rateably according to each Underwriter's Commitment as at the date of the Commitment

Letter as a proportion of the total Commitments as at the date of the Commitment Letter.

- (c) A ticking fee on the amount of any Commitment that is funded or cancelled, payable within 5 Business Days of (i) the date of any utilisation under the Senior Unsecured Bridge Facility (each a “**Funding Date**”) with respect to the accrued ticking fee on the amount utilised and (ii) the cancellation of all or any part of the then outstanding Commitments with respect to the accrued ticking fee on the amount so cancelled, in an amount equal to: (i) 50% of the Senior Unsecured Bridge Facility Base Margin applied to the Underwriters’ (and other lenders of record’s) relevant Commitments in respect of the Senior Unsecured Bridge Facility, calculated on the basis of the actual number of days elapsed in a 360-day year, for the period commencing on the date that is 61 Business Days after the Announcement Date and ending on and including the earlier of (x) the date that is 120 Business Days following the Announcement Date and (y) the relevant Funding Date (or, if earlier, the date of cancellation of all or any part of the Commitments in relation to the Senior Unsecured Bridge Facility); (ii) 100% of the Senior Unsecured Bridge Facility Base Margin applied to the Underwriters’ (and other lenders of record’s) relevant Commitments in respect of the Senior Unsecured Bridge Facility, calculated on the basis of the actual number of days elapsed in a 360-day year, for the period commencing on and including the date that is 121 Business Days after the Announcement Date and ending on the relevant Funding Date (or, if earlier, the date of cancellation of all or any part of the Commitments in relation to the Senior Unsecured Bridge Facility).
- (d) If and to the extent the Senior Unsecured Bridge Facility is funded, a funding fee (the “**Funding Fee**”) in an amount equal to 0.75% of the principal amount of the Senior Unsecured Bridge Facility loans made on any Funding Date shall be payable within 5 Business Days of that Funding Date.

The Funding Fee shall be apportioned between the Underwriters rateably according to each Underwriter’s Commitment as at the date of the Commitment Letter as a proportion of the total Commitments as at the date of the Commitment Letter.

- (e) If and to the extent the Termination Date of the Initial Loans (each as defined in the Senior Unsecured Bridge Facility Agreement) is extended in accordance with paragraph (c) of Clause 6.2 (*Mandatory Extension of Initial Loans into Term Loans*) of the Senior Unsecured Bridge Facility Agreement (the date of such extension being the “**Extension Date**”), a conversion fee in an amount equal to 1.50% of the principal amount of the Initial Loans outstanding on the Extension Date (the “**Conversion Fee**”) shall be payable. Where the Initial Loans are extended in accordance with paragraph (c) of Clause 6.2 (*Mandatory Extension of Initial Loans into Term Loans*) as a result of the occurrence of a Senior Unsecured Bridge Securities Demand Failure (as defined below), the Conversion Fee shall be payable within 5 Business Days of the Extension Date. In all other circumstances, the Conversion Fee shall be payable on the Extension Date.

The Conversion Fee shall be apportioned between the Underwriters rateably according to each Underwriter’s Commitment as at the date of the Commitment Letter as a proportion of the total Commitments as at the date of the Commitment Letter.

- (f) If and to the extent the Senior Unsecured Bridge Facility loans are refinanced or any Commitments are replaced with any debt securities (the “**Take-Out Securities**”) prior to the Extension Date, a take-out fee in an amount equal to 1.50% of the principal amount of the loans that are refinanced or the Commitments that are

replaced (the “**Take-out Fee**”) shall be payable within 5 Business Days of the date of the closing of the issuance or incurrence of the Take-Out Securities.

The Take-Out Fee shall be apportioned between the Underwriters rateably according to each Underwriter’s Commitment as at the date of the Commitment Letter as a proportion of the total Commitments as at the date of the Commitment Letter (provided that where any Underwriter declines the engagement in respect of the Take-Out Securities as contemplated in paragraph 2(a) below, it will not be entitled to its share of the Take-Out Fee and the apportionment contemplated above shall be determined by reference to the total Commitments minus the aggregate Commitment of such declining Underwriter).

For the avoidance of doubt, in no event shall the Take-out Fee be payable if the Conversion Fee has been paid.

- (g) If you have paid the Funding Fee, then you shall be entitled to a credit with respect to any Take-Out Fee paid within the time periods after the applicable Utilisation Date as set forth below (with such credit being equal to the percentage set forth below of the Funding Fee):

Time period after initial Utilisation Date	Percentage of Funding Fee to be credited
0 – 90 Business Days	100%
91 – 150 Business Days	66%
151 – 180 Business Days	33%
181 Business Days and thereafter	0%

The responsibility of the Underwriters to deliver or apply the credit referred to above shall be apportioned between each Underwriter rateably according to the proportion of the Take-Out Fees received pursuant to paragraph 1(f).

2. Securities Demand

- (a) You agree to engage the financial institutions satisfactory to the Mandated Lead Arrangers (collectively, the “Investment Banks”) in connection with any offering of debt securities or any other debt or indebtedness which finances or refinances a portion of the transaction in lieu of the Senior Unsecured Bridge Facility or that refinances the Senior Unsecured Bridge Facility. Upon the issuance of any such debt securities, subject to the terms of paragraph 1 above, each Underwriter that is an Investment Bank shall be entitled to the Take-Out Fee (or if an affiliate of an Underwriter is an Investment Bank, the relevant Underwriter shall also receive the Take-Out Fee (without duplication)).
- (b) Further, you hereby agree that at any time (but not more than twice) after the date falling 90 Business Days after the first Funding Date, and prior to the Initial Maturity Date, upon receipt by you of a demand from Investment Banks who collectively account for at least 75% of the Total Commitments in respect of and as defined in the Senior Unsecured Bridge Facility Agreement as at the Signing Date as defined in the Senior Unsecured Bridge Facility Agreement (a “**Securities Notice**”), after completion of a reasonable marketing period, including a customary “roadshow”, for

senior notes or any other senior unsecured or senior subordinated debt securities of the relevant borrower (the “**Securities**”), on the terms and conditions set forth in the following proviso, you will comply with such demand; *provided* that:

- (i) a majority of the aggregate principal amount of such Securities in each offering proposed by the Investment Banks shall be resold to bona fide third party investors that are not affiliated with the initial Lenders (as defined in the Senior Unsecured Bridge Facility Agreement);
 - (ii) the interest rate of such Securities shall be reasonably determined by the Investment Banks in light of then prevailing market conditions for comparable high yield debt securities in consultation with you, but in no event shall (A) the weighted average yield to maturity on all tranches of senior notes that are such Securities exceed the Senior Notes Cap in respect of Securities issued in connection with the Senior Unsecured Bridge Facility; and (B) any such Securities be issued at a price to the issuer (prior to payment of initial purchasers’ discount and underwriting fees) less than 100%;
 - (iii) the maturities of any of such Securities shall be 1 November 2022 and the non-call periods with respect to any such Securities shall expire on or before 1 August 2018;
 - (iv) any such Securities shall be issued through a private placement (including a 144A offering) and not a public offering, unless otherwise consented to by you (such consent not to be unreasonably withheld);
 - (v) each offering of Securities shall be in respect of a minimum of US\$150,000,000 of Securities or if less, the principal amount outstanding under the Senior Unsecured Bridge Facility; and
 - (vi) any such issuance shall be pursuant to an indenture with terms, conditions, covenants and events of default that are consistent with the Description of Notes (as defined in the Senior Unsecured Bridge Facility Agreement), save as provided herein; and
 - (vii) any such issuance shall be pursuant to a purchase agreement and related documents, all of which shall contain such terms, conditions, offers to purchase, covenants and events of default as are customary for high yield debt securities issued by Affiliates of Finco and Coral.
- (c) If you fail to issue any Securities required to be issued in accordance with a valid Securities Notice and such failure continues for ten Business Days after notice thereof from the Investment Banks who issued the Securities Notice the Senior Unsecured Bridge Facility loans shall be modified to bear interest at a fixed rate equal to the Senior Notes Cap and such failure will, on and from the date of such notice, be an “**Senior Unsecured Bridge Securities Demand Failure**”.
- (d) The foregoing shall be our sole and exclusive remedy for your failure to comply with the terms of sub-clause (b) of this paragraph 2. For the avoidance of doubt, a Senior Unsecured Bridge Securities Demand Failure shall not constitute a default or event of default under the Senior Unsecured Bridge Facility.

3. Patriot Act Notification

Each Mandated Lead Arranger and each Underwriter hereby notifies you that, pursuant to the

requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “**Patriot Act**”), each Mandated Lead Arranger, each Underwriter and each Lender is required to obtain, verify and record information that identifies each Borrower and each Guarantor, which information includes the name, address, tax identification number and other information regarding each Borrower and each Guarantor that will allow such Mandated Lead Arranger, Underwriter or Lender to identify each Borrower and each Guarantor in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to each Mandated Lead Arranger, each Underwriter and each Lender. You hereby acknowledge and agree that each Mandated Lead Arranger and Underwriter shall be permitted to share any or all such information with the Lenders.

4. Payments

All amounts payable under this Bridge Facility Fee Letter shall be payable in accordance with the terms of this Bridge Facility Fee Letter and:

- (a) shall be paid in the currency of invoice or (in the case of fees payable in respect of Commitments and/or loans) in the currency of the relevant Commitments or loans, as applicable, and in each case in immediately available, freely transferable cleared funds to such account(s) with such bank(s) as the Mandated Lead Arrangers or the Underwriters (as applicable) notifies to you;
- (b) must be paid without any deduction or withholding for or on account of tax (a “**Tax Deduction**”) unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due must be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been made if no Tax Deduction had been required; and
- (c) are exclusive of any value added tax or similar charge (“**VAT**”). If VAT is chargeable, you must also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT.

5. Entire agreement

- (a) This Bridge Facility Fee Letter and the Commitment Letter set out the entire agreement between you, the Mandated Lead Arrangers and the Underwriters as to arranging and underwriting the Senior Unsecured Bridge Facility and supersede any prior oral and/or written understandings or arrangements relating to the Senior Unsecured Bridge Facility.
- (b) Any provision of this Bridge Facility Fee Letter may only be amended or waived in writing by you, the Mandated Lead Arrangers and the Underwriters.

6. Contracts (Rights of Third Parties) Act 1999

- (a) Unless expressly provided to the contrary in this Bridge Facility Fee Letter, a person who is not a party to this Bridge Facility Fee Letter may not enforce any of its terms under the Contracts (Right of Third Parties) Act 1999.
- (b) Notwithstanding any term of this Bridge Facility Fee Letter, the consent of any person who is not a party to this Bridge Facility Fee Letter is not required to rescind or vary this Bridge Facility Fee Letter at any time.

7. Counterparts

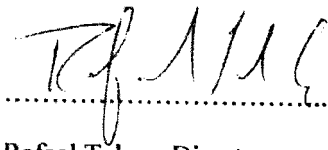
This Bridge Facility Fee Letter may be executed in any number of counterparts. This has the same effect as if the signatories on the counterparts were on a single copy of this Bridge Facility Fee Letter.

8. Severability

If a term of this Bridge Facility Fee Letter is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other term of this Bridge Facility Fee Letter; or (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Bridge Facility Fee Letter

9. Governing Law and jurisdiction

- (a) This Bridge Facility Fee Letter (including the agreement constituted by your acknowledgement of its terms), and any non-contractual obligations arising out of or in connection with this Bridge Facility Fee Letter shall be governed by, and construed in accordance with, English law.
- (b) Each of the parties to this Bridge Facility Fee Letter irrevocably agrees for the benefit of each of the Mandated Lead Arrangers and Underwriters that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Bridge Facility Fee Letter or any non-contractual obligations arising out of or in connection with this Bridge Facility Fee Letter (respectively “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- (c) Finco irrevocably waives any objection which it might now or hereafter have to Proceedings being brought or Disputes settled in the courts of England and agrees not to claim that any such court is an inconvenient or inappropriate forum.
- (d) Nothing in this paragraph 11 (Governing law and jurisdiction) shall (and shall not be construed so as to) limit the right of the Mandated Lead Arrangers and Underwriters or any of them to take Proceedings against Finco in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

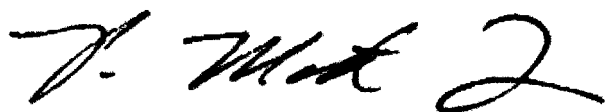
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Rafael Tobon, Director

for and on behalf of

The Bank of Nova Scotia

as Mandated Lead Arranger

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Matt Lynn

Managing Director

for and on behalf of

Merrill Lynch, Pierce, Fenner & Smith Incorporated

as Mandated Lead Arranger

for and on behalf of

BNP Paribas Fortis SA/NV

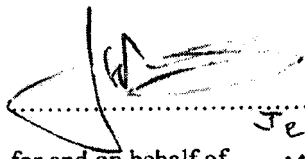
as Mandated Lead Arranger

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for and on behalf of

Citigroup Global Markets Limited

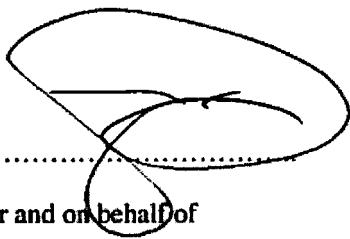
as Mandated Lead Arranger



for and on behalf of *Jeff Murphy*
Managing Director

Credit Suisse Securities (USA) LLC

as Mandated Lead Arranger



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for and on behalf of

Goldman Sachs Bank USA

as Mandated Lead Arranger

YASMINE BASSILI
MANAGING DIRECTOR

Stephen M. Nettler

Managing Director

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for and on behalf of

ING Capital LLC

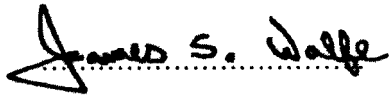
as Mandated Lead Arranger

Valtin Gallani: Vice President
Gallani

for and on behalf of

ING Capital LLC

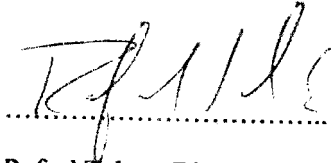
as Mandated Lead Arranger

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for and on behalf of

Royal Bank of Canada

as Mandated Lead Arranger

A handwritten signature in black ink, appearing to read 'Rafael Tobon', is written over a horizontal dotted line.

Rafael Tobon, Director

for and on behalf of

The Bank of Nova Scotia

as Underwriter

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Toby Ali

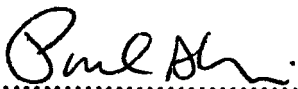
Managing Director

for and on behalf of

Bank of America, N.A.

as Underwriter

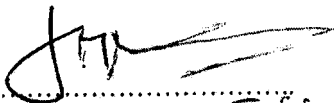
as Underwriter

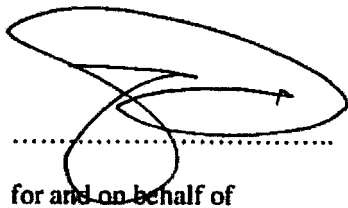

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for and on behalf of

Citibank NA London

as Underwriter


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for and on behalf of Jeff Murphy
Managing Director
Credit Suisse Securities (USA) LLC
as Underwriter

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for and on behalf of

Goldman Sachs Bank USA

as Underwriter

**YASMINE BASSILI
MANAGING DIRECTOR**

Stephen M. Nettler

Managing Director

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for and on behalf of

ING Capital LLC

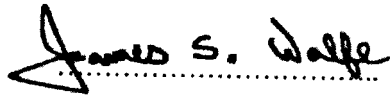
as Underwriter

Valtin Gallani; Vice President
Gallani

for and on behalf of

ING Capital LLC

as Underwriter

A handwritten signature in black ink that reads "James S. Wolfe". The signature is written in a cursive style with a large initial "J". Below the signature is a horizontal dotted line.

for and on behalf of

Royal Bank of Canada

as Underwriter

We acknowledge and agree to the above



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for and on behalf of

LGE Coral Holdco Limited

By: JEREMY EVANS + CHARLES BRADY

(Signature page to Bridge Facility Fee Letter)