

Company No: 2591237

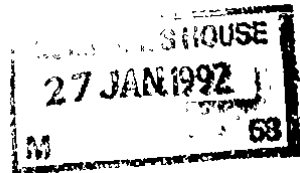
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

NTL GROUP LIMITED
(passed on 15 January 1992)



At an Extraordinary General Meeting of the above-named Company duly convened and held on 15 January 1992 at Crawley Court, Winchester, Hampshire SO21 2QA, the following Resolution was passed as a Special Resolution:-

SPECIAL RESOLUTION

THAT the Articles of Association of the Company be amended as follows:-

1. By adding at the end of Article 6(6)(viii) the words "(save for the issue of not more than 378,000 'B' Ordinary Shares directly or indirectly to employees of the Group)";
2. In Article 5(3):-
 - a. By renumbering the existing Article 5(3) as Article 5(3)(i) and in the last full line of that sub-paragraph by deleting the word: 'every share' and replacing it by "every 'A' Ordinary Share";
 - b. By adding immediately thereafter the following new sub-paragraph:-

"(ii) The holders of the 'B' Ordinary Shares shall have no right to receive notice of, or to attend or to vote at any general meeting of the Company but notwithstanding this the holders of the 'B' Ordinary Shares shall have the same common law and statutory rights for protection of minorities as if the 'B' Ordinary Shares carried the right to receive notice of, attend and vote at general meetings of the Company";
3. By deleting Article 14, 15 and 16 and replacing them by the new Articles contained in the document laid before this meeting and for the purpose of identification signed by the Chairman;
4. By adding a new sub-paragraph (c) to Article 27(1) as follows:-

"(c) the issue of shares directly or indirectly to employees of the Group;"

and by relettering existing sub-paragraphs (e) to (j) of Article 27(1) accordingly.

Chairman

11/1/94

TRANSFER OF SHARES

14. (1) The directors may refuse to register a transfer if either the share is not fully paid up or the Company has a lien thereon or the transfer is prohibited by these Articles or by the terms of the allotment of the Shares in question.
- (2) No sale or transfer of any Shares to any person whomsoever shall be made or registered if it would give the Secretary of State power to revoke any of the Licences or if, in the reasonable opinion of the Board, it might otherwise jeopardise any of the Licences or give the Secretary of State the ability to vary any of the Licences.
- (3) The provisions of paragraphs (1) and (2) shall apply mutatis mutandis to the sale or other disposal of any shares allotted to a member by means of a renounceable letter of allotment or other renounceable document of title.
- (4) The Board shall within 30 days of any request from a shareholder wishing to transfer shares inform such shareholder whether any person named by such shareholder as a proposed transferee might, in the Board's opinion, jeopardise any of the Licences or give the Secretary of State the ability to vary any of the Licences.
- (5) No share shall be issued or transferred to any bankrupt or person of unsound mind.

(6) Notwithstanding any other provision of these Articles no member may transfer or agree to transfer any interest in any 'A' Ordinary Shares to any person who is not a Qualifying Institution ("the transferee") if, as a result of the transfer or a series of transfers the transferee would, either alone or in conjunction with persons acting in concert, directly or indirectly own 90% or more of the 'A' Ordinary Shares in issue (or any other shares into which such shares may have been converted) unless the transferee makes an irrevocable offer open for acceptance for not less than thirty days to acquire the remaining 'A' Ordinary Shares and all of the 'B' Ordinary Shares in issue at a price per share and on terms no less favourable than the most favourable terms provided by the transferee during the twelve months preceding the proposed date of such transfer (including the terms proposed in relation to the transfer itself), after deducting such part of the price paid (if any) as represented the value of any arrears or accrual of dividend in respect of such shares. For these purposes the expression "acting in concert" has the meaning set out in the City Code on Take-overs and Mergers.

(7) In the event that (i) a person ("the Offeror") makes an irrevocable bona fide offer ("the Offer") open for acceptance for not less than thirty days ("the Offer Period") to acquire all the 'A' Ordinary Shares and 'B' Ordinary Shares held by all members of the Company (other

than any already held by the Offeror) and (ii) the Offer is accepted by shareholder(s) holding in aggregate more than 90% of the 'A' Ordinary Shares in issue excluding any shares held by the Offeror or a person connected (within the meaning of Section 839 Income and Corporation Taxes Act 1988) with the Offeror then each member:

- (i) shall be bound to accept the Offer in the Offer Period and to execute all such documents and to do all such other acts or things which are necessary to transfer its shares to the Offeror in accordance with the terms of the Offer; and
- (ii) hereby appoints the Company as his Attorney in his name and on his behalf to accept the Offer and execute all such documents and to do all such other acts or things which the Company as his Attorney deems necessary to transfer its shares to the Offeror in accordance with the terms of the Offer;

and the aggregate price paid by the Offeror to the holders of shares accepting the Offer shall be treated by them as if it were a surplus distributed to such holders in a liquidation of the Company and shall be divided among the holders of the 'A' and 'B' Ordinary Shares accordingly. Any member which receives from such Offeror a greater payment than that to which he is entitled shall hold the

amount of the overpayment in trust for the other members in proportion to their respective entitlements.

15. (1) Transfers of 'A' Ordinary Shares shall only be effected in accordance with this Article 15.

(2) Subject to paragraph (3) a transfer of 'A' Ordinary Shares shall only be made to a Qualifying Institution whose identity has been approved by the Specified Majority and only if the transferee complies with paragraph (3) of this Article.

(3) Before disposing, directly or indirectly, of the beneficial interest in any 'A' Ordinary Shares the member who is proposing to make the disposal shall procure that the transferee, having decided how many 'A' Ordinary Shares in aggregate it wishes to acquire interests in ("the Aggregate Amount") offers to buy the requisite number of Shares at the same price and on the same terms from each of the 'A' Ordinary Shareholders pro rata to his total holdings of 'A' Ordinary Shares. Each 'A' Ordinary Shareholder shall have 10 business days in which to decide to accept or reject such opportunity and, if it does not reply within such period, shall be deemed to have rejected it, in which case the other parties shall be free (on a pro rata basis) to dispose of 'A' Ordinary Shares in excess of their pro rata entitlement up to the Aggregate Amount. The

provisions of this paragraph (3) may be waived by the Specified Majority.

- (4) The following transfers by Qualifying Institutions shall not be subject to paragraphs (2) and (3) of this Article.

Transfers to:-

- (a) its nominee or from one nominee to another nominee of the Qualifying Institution;
- (b) the beneficial owner for the time being of the shares or any other person who becomes a manager or trustee of such shares for the same beneficial owner;
- (c) any other company (in this Article called "Associated Company") which is a holding company of that member or which is another subsidiary of such a holding company (the expression "holding company" and "subsidiary" having the meanings respectively given to them in section 736 of the Act);
- (d) a fund or a nominee of a fund managed by a Qualifying Institution or any other person who becomes a manager or trustee of such a fund;
- (e) a limited partnership in which each of the limited partners is at the time of the transfer a beneficial

owner of some or some part of the shares the subject of the transfer ("a qualifying partnership") or the general partner or a nominee of the qualifying partnership or any transfer thereafter by a qualifying partnership or the general partner or a nominee of such qualifying partnership to the beneficial owner of the shares;

(f) a nominee formed for the purposes of administering a co-investment scheme of a Qualifying Investor.

(5) Where a Qualifying Institution has transferred any shares to an Associated Company (the "transferee company") pursuant to the exception contained in paragraph (4)(c) and thereafter at any time the transferee company ceases to be an Associated Company with the transferor company, the transferee company shall promptly give notice thereof to the Company and shall transfer the relevant shares to the transferor company or an Associated Company of the transferor company within 14 days of the transferor company and the transferee company ceasing to be Associated Companies.

16. (1) Transfers of 'B' Ordinary Shares shall only be effected in accordance with paragraphs (6) and (7) of Article 14 or this Article 16.

(2) The following transfers by 'B' Ordinary Shareholders shall be permitted:-

- (a) in the case of shares beneficially owned by a member, any transfer to the parents, brothers, sisters, spouse, child or remoter issue of such member or to the trustees of any trust the sole beneficiaries of which are one or more of that member, such parent, brother, sister, spouse, child or remoter issue PROVIDED THAT if and whenever any such persons cease to be the sole beneficiaries of such trust the trustee or trustees shall forthwith give a Transfer Notice (as defined in paragraph (3) of this Article) in respect of the shares in question and, if they fail to give a Transfer Notice within 14 days of such cessation, they shall be deemed to have given a Transfer Notice at the end of such period of 14 days;
- (b) if the Board does not allocate the Shares in accordance with paragraph (6), any transfer by the personal representative of a deceased member to the widow, widower, parents, brother, sister, child or remoter issue of such deceased member or to another personal representative of the same estate;

(c) in the case of a trustee of a trust any transfer to the beneficiaries or to another trustee of that trust or to the trustee of another trust for the benefit of any one or more of the same beneficiaries only subject to the same proviso as is stated in sub-paragraph (a).

(3) If any director or employee of the Company or any of its subsidiaries ceases (other than by reason of disability or ill-health, retirement at normal retirement date or dismissal which is wrongful or unfair within the meaning of the provisions of the Employment Protection (Consolidation) Act 1978) to be such a director or employee or dies he (and any person to whom he may have transferred any shares pursuant to the provisions of paragraph (2) hereof whether directly or through a series of transfers) his personal representations (in the case of death) shall be bound to offer all of the shares then registered in his or their names ("the Shares for Sale") to the Board at a price to be determined by the Board in accordance with paragraph (5). The offer is referred to in this Article as the Transfer Notice and, once given or deemed to be given, may not be withdrawn.

(4) If a 'B' Ordinary Shareholder ceases to be an employee (from any cause other than as specified in paragraph (3)) of the Company or any of its subsidiaries or at any time

wishes to transfer shares to any person other than those listed in paragraph (2), he may (but shall not be obliged to) issue a Transfer Notice in respect of all of the shares held by him to the Board at a price to be determined by the Board in accordance with paragraph (5). Except when served after a 'B' Ordinary Shareholder has ceased to be an employee the Transfer Notice shall be accompanied by an explanation to the Board as to why he wishes to transfer shares.

- (5) (a) The price for the Shares for Sale ("the Price") shall equal the fair value of the Shares for Sale based on the most recent annual valuation and computed in accordance with sub-paragraph (b), unless the Board believes that there has been a material change in the value of the Shares for Sale in which case the Price shall be the fair value (computed in accordance with sub-paragraph (b)), but based on the next annual valuation. In this case, the Transfer Notice shall be held over and the Shares for Sale shall not be transferred until the next annual valuation has been made.
- (b) The Board shall arrange that each year the Auditors shall certify in writing the sum which in their opinion is the fair value of a 'B' Ordinary Share (on the basis that the transferor is a willing

seller). In certifying such sum the Auditors shall take into account generally accepted valuation methods and shall also take into account the fact that the Shares for Sale constitute a minority interest and that the Shares for Sale are unlisted but otherwise the Auditors shall have regard to such criteria as they shall regard as appropriate for the purpose. In so certifying, the Auditors shall be considered to be acting as experts and not as arbitrators and, accordingly, the Arbitration Acts 1950 and 1979 or any statutory re-enactment or modification thereof for the time being in force shall not apply. The cost of obtaining the Auditors' certificate shall be borne by the Company.

(6) On receipt by the Company of a Transfer Notice or a deemed Transfer Notice the Board shall be entitled to determine, subject to the prior written approval of the Special Directors, to allocate the Shares for Sale:-

- (a) to a person or persons replacing (directly or indirectly) the transferor as an employee or director of the Company;
- (b) to a trust for the benefit of employees or directors;

- (c) directly or indirectly to such other employees as the Board shall consider appropriate.

The Board shall use all reasonable endeavours to allocate the Shares for Sale as provided in this paragraph, if a Transfer Notice is served or deemed served after the death of a 'B' Ordinary Shareholder or after such holder (or the person from whom such shares were transferred pursuant to the provisions of paragraph (2) hereof whether directly or through a series of transfers) has ceased to be a director or employee of the Company or any of its subsidiaries. In these circumstances, the Board will use all reasonable endeavours to make such allocation as soon as practicable, having regard to the provisions in paragraph 5(a) of this Article relating to the holding over of Transfer Notices until the next annual valuation. In any other circumstances the Board shall have no obligation to seek to allocate the Shares for Sale. In any case where the Board fails to allocate the Shares for Sale, such Shares may not be transferred to any other party (except as provided in paragraph (2)) without the consent of the Board (including the Special Directors).

- (7) Within 14 days of the issue or deemed issue of a Transfer Notice the transferor shall be bound to deliver to the Board a Stock Transfer Form ("the Transfer Form") in respect of all the Shares for Sale duly executed by him

with the name of the transferee in blank. The transferor shall be deemed to have given the Board irrevocable instructions to fill in the name of the transferee in accordance with the determination in accordance with paragraph (6) as soon as this has been done and the Price has been determined pursuant to paragraph (5). If, after becoming so bound, the transferor makes default in delivering the Transfer Form, the Company may receive the purchase money and the transferor shall be deemed to have appointed any one director or the secretary of the Company as his agent to execute a transfer form to the purchaser and upon execution of such transfer, the Company shall hold the purchase money in trust for the transferor. The receipt of the Company for the purchase money shall be a good discharge to each purchaser and, after his name has been entered in the register of members of the Company, the validity of the proceedings shall not be questioned by any person.

- (8) The provisions of this Article shall apply mutatis mutandis to the sale or other disposal of any shares allotted to a member by means of a renounceable letter of allotment or other renounceable document of title. No 'B' Ordinary Shareholder shall transfer or agree to transfer the legal or beneficial ownership of any share registered in his name or allotted to him except by means of a transfer and subject to the provisions of this Article.

(9) Any member of the Company who (being an individual) shall have made in respect of him a petition for a bankruptcy order or an application for a Voluntary Arrangement (as that expression is defined in Section 1(1) of the Insolvency Act 1986) or (being a body corporate) shall have any action, application or proceeding taken in respect of it for a Voluntary Arrangement or composition or reconstruction of its debts, the presentation of an administration petition, its winding up or dissolution or the appointment of a receiver, liquidator, trustee or administrative receiver or similar officer, shall be deemed to have given a Transfer Notice at the Price in respect of all of his or its shares in the capital of the Company immediately before the happening of such event unless any person entitled to a share in consequence of any of such events is, or within thirty days of becoming so entitled transfer such shares to, a person to whom shares may be transferred pursuant to paragraph (2). Regulations 29-31 of Table A shall be construed accordingly.

(10) Regulation 29-31 of Table A shall be construed subject to this Article.

(11) If, in any case where under the provisions of these Articles a person has become bound to give a Transfer Notice in respect of any shares and such a Transfer Notice is not duly given within a period of two weeks of demand

being made a Transfer Notice shall be deemed to have been given at the expiration of the said period. In any such case as aforesaid the provisions of this Article shall take effect.

- (12) The provisions of this Article shall cease and determine (except in relation to shares which are then the subject of a Transfer Notice) on a Sale or Listing.