

(623197)

THE COMPANIES ACT 1985.

SUBSTITUTED

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF


CABLE AND SATELLITE TELEVISION HOLDINGS

LIMITED

COMPANY NO. 623,197

Substituted Memorandum and Articles of Association adopted by
Special Resolution passed on the 14th day of May, 1990.

CERTIFIED A TRUE COPY.


DIRECTOR

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

1. The name of the Company is CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED.
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (a)(i) To establish, produce, acquire, construct, install, operate, distribute and exploit cable, microwave video distribution, pay, subscription, satellite and other television and communications systems, services, programmes, facilities, franchises,

equipment and media and to carry on all or any of the business of suppliers and providers of any such systems, services and facilities; to carry on the business of programme contractors and the suppliers of programmes suitable for the purpose of broadcasting by television whether by the Company or by any other person, firm, corporation or authority and the obtaining of all necessary permits or licences in connection therewith; providers of security services of all kinds and the obtaining of all necessary permits and licences therewith; the construction, manufacture, maintenance and dealing with land, satellite and submarine telegraphs, telephones, radio and all other electrical or other contrivances or systems for the transmitting of messages by any means; making, selling, hiring, buying, installing, erecting, maintaining and repairing and operating telephones, telegraphs, radios, televisions, sound and visual recordings and reproduction machines and instruments, computers and electronics and electrical and mechanical apparatus and equipment and fittings including cabling of all kinds whatsoever; radio, television, computer, mechanical and electrical engineers; producers and promoters of all kinds of entertainment diversion or instruction suitable for or which may directly or indirectly provide suitable material for television programmes and dealers in copyright in any works or materials; to carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description to act as

agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish build up and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares and commodities dealt in or services rendered by any persons, firms or companies, and to participate in, undertake, perform, and carry out all kinds of commercial trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists, and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.

- (ii) To make, acquire, exploit and dispose of films, records, tapes, and other devices from which visual images or sounds may be reproduced and material and apparatus for use in connection with such films, records, tapes and devices.

(iii) To acquire, register, exploit and dispose of copyrights, licences and other rights or interests in any literary, dramatic, musical, artistic or other work and any trademarks or tradenames.

(iv) To carry on all or any of the businesses of advertising agents, consultants and contractors, commercial artists, lay-out specialists, designers, illustrators and draughtsmen, inventors, designers and printers of publicity and advertising media of every description; to initiate and purchase art work, photographs and printing blocks and to make all arrangements for type-setting and the insertion of advertisements; to book space in the press and on television programmes, films and the like; to act as proprietors and organisers of editorial and other public relations services, printers, tracers, engravers, studio proprietors, portrait, technical, commercial and general photographers, publishers, producers and editors of display materials and trade publications, exhibition contractors, sales promotion specialists and demonstrators, market research specialists, marketing consultants and advisers, management consultants, manufacturers' agents and representatives."

(b) To carry on any other business which the Directors decide is capable of being conveniently carried on in connection with any of these Objects, or calculated directly or indirectly to enhance the value of, or facilitate the realisation of, or render profitable any of the Company's property or rights.

- (c) To manage, supervise and control, or to take part in the management, supervision or control of, any company or undertaking and for that purpose to appoint and remunerate any Directors, accountants or other experts or agents.
- (d) To apply for, register, purchase or by other means acquire and protect, prolong and renew whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire by purchase, feu, lease, sub-lease, exchange, hire, licence or otherwise any land, buildings, factories and other property, whether real or personal, and of any tenure, or any interest therein, whether subject or not to any charges or incumbrances and to create freehold and leasehold ground rents and to make advances upon the security of any land or houses or other property or any interest therein.
- (f) To develop and turn to account any land acquired by the Company or in which the Company is interested, in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, maintaining, furnishing, fitting up and improving buildings, erections, works and plant, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (g) To manage any land, buildings, factories and other property, whether belonging to the Company or not, and to collect rents and income and to supply to tenants and occupiers or others, refreshments, attendance, messengers, watchmen, gas, water and electric services and other advantages and facilities as the Directors may decide.
- (h) To borrow or raise or secure the payment of money and to mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled Capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, Debentures, Mortgage Debentures or Debenture Stock payable to bearer or otherwise, and either perpetual or otherwise, and collaterally or further to secure any securities of the Company by a trust deed, deed poll or other assurance.

- (i) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid up Shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of Capital or otherwise, or by the issue of Debentures, Debenture Stock, secured or unsecured Loan Stock or any securities which the Company has power to issue or partly in one mode and partly in another, and generally on such terms as the Directors may determine.
- (j) To advance, deposit or lend money, securities and property to or with such persons, companies and bodies, and on such terms as may seem expedient, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.
- (k) To facilitate and encourage the creation, issue or conversion of Debentures, Debenture Stock, secured or unsecured Loan Stock, bonds, obligations, Shares, stocks, and securities, and to guarantee the subscription of or underwrite any stock, Shares or securities, and to act as trustees in connection with any stock, Shares or securities.
- (l) To purchase or otherwise acquire and undertake, wholly or in part for cash or Shares, or otherwise howsoever, all or any part of the capital or business property and liabilities of any person or company.
- (m) To enter into partnership or into any arrangements for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm, company or authority carrying on or engaged in or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, finance or guarantee the contracts or bank overdrafts of, or otherwise assist, any such person, firm, company or authority, and whether or not by the deposit of securities, and to take or otherwise acquire Shares and securities of any such company or authority, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (n) To amalgamate with any other company, and to enter into arrangements with any other company, person or firm for the operation or control of the whole or any part of the undertaking of the Company.
- (o) To sell the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for stocks, Shares (whether fully or partly paid up), Debentures, Debenture stock or securities of any other company, and to pay and distribute any stocks, Shares, Debentures, Debenture Stock or securities so taken as a dividend to the shareholders of the Company.

- (p) To promote or concur in promoting any other company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to advance the Objects of this Company or the interests of its Members.
- (q) To invest and deal with the moneys of the Company not immediately required upon such securities, or in such investments, and in such manner as may from time to time seem expedient.
- (r) To carry on (whether gratuitously or otherwise) trust and agency business of all kinds.
- (s) To draw, make, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, Debentures and other negotiable or transferable instruments.
- (t) To receive from any person or persons, whether Member or Members, Director or Directors, employee or employees of the Company or otherwise, or from any corporate body, money or securities on deposit, at interest or otherwise, and to lend money, and in particular to persons having dealings with the Company.
- (u) To remunerate any person or company for services rendered in placing or assisting to place all or any part of the Share Capital of the Company or any Debentures or other securities of the Company.
- (v) To remunerate the Directors, officials and servants of the Company and others out of, or in proportion to, the return or profits of the Company, or otherwise as the Directors may think proper, to formulate and carry into effect any scheme for sharing the profits of the Company with employees of the Company or any of them, to grant pensions, superannuation allowances or gratuities to employees or ex-employees or persons who are or have been Directors or officers of the Company or its predecessors or associates in business, or the relatives, connections or dependants of any such person, or to persons having dealings with the Company, and to establish or support associations, institutions, clubs, funds and trusts calculated to benefit any such person or persons having dealings with the Company or otherwise to advance the interests of the Company or of its Members or of its employees.
- (w) To issue Shares of the Company at par or at a premium or (insofar as the same may be permitted by law) at a discount, and as fully paid or partly paid up, and to distribute any of the property of the Company among the Members in specie.

- (x) To do all or any of the things and matters aforesaid in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, contractors or otherwise, and either alone or in conjunction with others.
- (y) To subsidise and otherwise assist any company which is for the time being the Company's Holding Company or a subsidiary thereof (as defined by the Companies Act, 1948) and in particular, but without prejudice to the generality of the foregoing, to guarantee support or secure the performance of the obligations of such Holding Company or subsidiary thereof, and the repayment or payment of the capital or principal and premium of, and dividends or interest on, any stocks, Shares, securities or obligations of such Holding Company or subsidiary thereof, and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking, property and assets (present and future) of the Company, including its uncalled Capital.
- (z) To subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or companies and to act as agents for the collection, receipt or payment of money.
- (aa) To do all such things as the Directors consider incidental or conducive to the attainment of the above Objects or any of them.

The Objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other Object or Objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the Object or Objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the Objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the Objects conferred by and provided in any one or more of the said sub-clauses.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £2,000,000 divided into 2,000,000 Ordinary Shares of £1.00 each.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

(as adopted by a Special Resolution of the Company
dated 14th May 1990)

PRELIMINARY

1. In these Articles and in Table A:-

"the Act"	means the Companies Act 1985 (as amended by the Companies Act 1989) and every statutory modification or re-enactment thereof for the time being in force.
"Affiliate"	means a company which is a Subsidiary or Holding Company of either CSL or Starstream (as the case may be) or a Subsidiary of such Holding Company.
"CSL"	means Cast Services Limited a company incorporated in England with number 638209.
"CSL Affiliate"	means a Subsidiary of CSL, a Holding Company of CSL or a Subsidiary of such Holding Company.
"Holding Company"	means a holding company as defined in Section 736 of the Act.
"Joint Venture Agreement"	means the Joint Venture Agreement dated 11th May 1990 between (1) Starside Network (West Glamorgan) Limited, (2) CAST Services Limited and (3) the Company.
"Starstream"	means Starside Network (West

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Certified a true copy.

J. P. Jones

Director

Glamorgan) Limited a company incorporated in Jersey with number 45317.

"Starstream Affiliate" means a Subsidiary of Starstream, a Holding Company of Starstream or a Subsidiary of such Holding Company.

"Subsidiary" means a subsidiary as defined in Section 736 of the Act.

"Table A" means Table A in the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985.

2. (A) Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.
- (B) Regulations 2, 17, 24, 39, 40, 46, 50, 73-80 inclusive, 96 and 118 in Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, save as they are not excluded or varied hereby and are not inconsistent with the provisions hereinafter appearing, shall constitute the regulations of the Company.

SHARE CAPITAL

3. (A) The share capital of the Company (at the date of adoption of these Articles) is £2,000,000 divided into 2,000,000 ordinary shares of £1 each. Unless otherwise determined by special resolution of the Company in general meeting, subject to any issue of shares under Clause 5.1 of the Joint Venture Agreement and subject as provided in paragraphs (C), (D) and (E) any unissued shares in the capital of the Company for the time being shall before they are issued be offered to all the holders of shares in the Company in proportion to the amounts (excluding any premium paid on subscription) paid up on the shares held by them respectively (and such offer shall be at the same price and on the same terms to each such holder). Such offer shall be made by notice specifying the number of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the directors shall offer the shares so declined to the persons who have, within the said period, accepted all the shares offered to them in the same manner as the original offer and limited by a

period of not less than 14 days. If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer. No members shall be obliged to take more than the maximum number of shares he has indicated his willingness to take. Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company.

- (B) Any shares not accepted pursuant to paragraph (A) or not capable of being so offered except by way of fractions and any shares released from the provisions of this Article by special resolution as therein specified shall subject to the provisions of Section 80 of the Act, be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.
- (C) The discretion of the directors contained in paragraph (B) as to the allotment and disposal of and the granting of any option over the Company's shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company for the time being and any directions contained in any resolution creating such shares.
- (D) Save with the prior written consent of all members holding shares for the time being no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned to another, and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.
- (E) Provided always that notwithstanding anything herein contained or implied (but subject as stated in the Joint Venture Agreement) no unissued share in the capital of the Company, with and subject to whatever rights and restrictions, shall be allotted or issued or made the subject of any option without the prior written consent of all members holding

shares for the time being.

LIEN

5. The lien conferred by Regulation 8 in Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders. The said Regulation 8 shall be modified accordingly.

CALLS AND FORFEITURE

6. (A) Those sums due and payable which shall be deemed due and payable by virtue of a call shall be increased by the addition to Regulation 16 in Table A, after the words "instalment of a call", of the words "or otherwise, or whether in respect of non payment of any monies owing by any shareholder to the Company payable (or made payable by virtue of a notice requiring payment) at a fixed time,".
- (B) The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSMISSION OF SHARES

7. The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 in Table A shall be modified accordingly.

TRANSFER OF SHARES

8. The directors shall not register any transfer of any share, whether or not it is a fully-paid share, except such a transfer as is authorised pursuant to the provisions of Article 9 below or pursuant to the Joint Venture Agreement.
9. Other than pursuant to the Joint Venture Agreement, no shares nor any interest therein shall be transferred or disposed of to any person otherwise than in accordance with the subsequent provisions of this Article:-

- (A) Before transferring or disposing of any shares or any interest in any shares the person proposing to transfer or dispose of the same ("the proposing transferor") shall give notice in writing ("the transfer notice") to the Company that he desires to transfer the same. The transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price per share (as determined in accordance with paragraph (B) of this Article) during the prescribed period (as determined in accordance with paragraph (C) of this Article) to any member or to any other person including the Company and shall not be revocable except with the consent of the directors.
- (B) If not more than one month before the date on which the transfer notice was given the proposing transferor and the directors shall have agreed a price per share as representing the fair value thereof or as being acceptable to the proposing transferor and not more than the fair value then such price shall be the prescribed price (subject to the deduction therefrom of any dividend or other distribution declared or made after such agreement and prior to the said date). Otherwise, upon the giving of the transfer notice the directors shall request the auditors for the time being of the Company to determine and certify the sum per share considered by them to be the fair value thereof as at the said date and the sum per share so determined and certified shall be the prescribed price. For the purposes of such determination, the said auditors shall value the Company on a going concern basis between a willing seller and a willing buyer and without having regard to the fact that the shares being valued may represent a majority or a minority interest in the capital of the Company. The said auditors shall act hereunder (the cost and expense of the auditors in that regard being borne equally between the proposing transferor and the purchaser (as such term is hereinafter defined)) as experts and not as arbitrators and their determination shall be final and binding on all persons concerned.
- (C) If the prescribed price was agreed as aforesaid prior to the date of the transfer notice, the prescribed period shall commence on such date and expire two months thereafter. Otherwise, the prescribed period shall commence on such date and expire two months after the date on which the said auditors shall have notified the directors of their

determination of the prescribed price pending which the directors shall defer the making of the offer hereinafter mentioned.

(D) All shares included in any transfer notice shall first by notice in writing be offered by the Company to all members holding shares (other than the member to whose shares the transfer notice relates) for purchase at the prescribed price on the terms that in the case of competing offers the shares so offered shall (in accordance with but subject to the provisions of paragraph E(i) below) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares. Such offer shall limit the period (not being less than twenty one days and ending at least seven days prior to the end of the prescribed period) within which it must be accepted or in default will lapse. Acceptances of offers shall not be revocable except with the consent of the directors.

(E) (i) If the Company shall within the prescribed period find members or the Company itself (such members, or the Company (as the case may be) together hereinafter referred to as the "purchasers") to purchase the shares concerned or any of them and give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the directors not being less than three days nor more than ten days after the date of such notice, provided that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned this paragraph shall not apply unless the Company shall have found purchasers for the whole of such shares.

(ii) The proposing transferor shall enter into such contract with the purchasers for the purposes of selling the sale shares to the purchasers and shall take such other action as shall be required by the Act and requested by the directors and the members shall procure the passing of such resolution to approve such contract and the doing of

any other things as shall be required by the Act.

- (F) If a proposing transferor shall fail or refuse to transfer any shares to a purchaser hereunder the directors may authorise any person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the prescribed period find purchasers willing to purchase all the shares or (except where the proviso to paragraph (E)(i) of this Article applies) part of the shares and gives notice in writing thereof to the proposing transferor, or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of two months after the end of the prescribed period shall be at liberty to seek or procure an offer or offers for the said shares from any third party or third parties and to transfer those shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person on a bona fide sale at any price not being less than the prescribed price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the transfer notice and to be retained by the proposing transferor), provided that:-
- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares is so transferred; and
- (ii) the directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without

any deduction, rebate, or allowance whatsoever and if not so satisfied may refuse to register the instrument of transfer.

(H) The restrictions on transfer contained in this Article shall not apply to:-

(a) Any transfer by CSL to any other company which is at the date of the transfer a CSL Affiliate but if any such transferee whilst it is a member shall cease to be a CSL Affiliate it shall, forthwith on such cessation, notify all the other members in writing that such event has occurred and shall be bound, if and when required and as directed in writing by Starstream or any other Starstream Affiliate being a member forthwith either to give a transfer notice in respect of all the shares held by it in accordance with paragraph (A) above or to complete a transfer of such shares to another CSL Affiliate.

(b) Any transfer by Starstream to any other company which is at the date of the transfer a Starstream Affiliate but if any such transferee whilst it is a member shall cease to be a Starstream Affiliate it shall, forthwith on such cessation, notify all the other members in writing that such event has occurred and shall be bound if and when required and as directed in writing by CSL or any other CSL Affiliate being a member forthwith either to give a transfer notice in respect of all the shares held by it in accordance with paragraph (A) above or to complete a transfer of such shares to another Starstream Affiliate.

(I) For the purpose of ensuring that a transfer of shares is a transfer authorised pursuant to paragraph (H) above or that no circumstances have arisen whereby a transfer notice is required to be given hereunder, the directors may from time to time require any member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within 14 days after such request or such longer period as may be specified by the directors, the directors shall be entitled to refuse to

register the transfer in question or (in the case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the directors may by notice in writing require that a transfer notice be given in respect of the shares concerned and the provisions of paragraphs (A) to (G) inclusive shall apply thereto (other than the proviso to sub-paragraph (E)(i) above).

- (J) In any case where the directors have duly required a transfer notice to be given in respect of any shares and such transfer notice is not duly given within a period of 14 days or such longer period as the directors may allow for the purpose, such transfer notice shall (except and to the extent that a transfer of any such shares permitted pursuant to paragraph (H) above shall have been lodged) be deemed to have been given on the expiry of the said period and the provisions of this Article relating to transfer notices (other than the proviso to sub-paragraph (E)(i) above) shall take effect accordingly.

10. (A) Notwithstanding any other provisions of these Articles the directors may decline to register any transfer or transfers of any share or shares in the Company if it appears to the directors after notification to and consultation with the appropriate authorities that such transfer or transfers if registered would constitute a breach of the terms of or would be likely to give rise to the revocation, variation or modification of any licence or consent granted to, or refusal of any application for a licence or consent by, the Company under the Telecommunications Act 1984, the Cable and Broadcasting Act 1984, the Wireless Telegraphy Acts 1949 to 1967 (or any statutory modifications or re-enactments thereof) or under any enactment or regulation now or hereafter in respect of broadband cable television and/or satellite master antennae television systems and/or over the air pay television systems and/or microwave video distribution systems whether by reason of the identity of the transferee or by reason of the number of shares comprised in the transfer or transfers or for any other reason.

- (B) Without prejudice to the provisions of sub-paragraph (A) but above notwithstanding any other provisions of these Articles, no member may transfer any shares (hereinafter called "the Specified Shares") or any interest therein to any

person (other than to CSL, Starstream, any CSL Affiliate and/or any Starstream Affiliate) resulting in that person together with any person acting in concert with him (as such phrase is defined in the volume published on 26th January 1988 of The City Code on Takeovers and Mergers) holding shares in the Company entitling the holder (or holders, as appropriate) to more than 50 per cent in aggregate of the votes attributable on a poll to the entire issued share capital of the Company except in a case where the transferee makes or procures to be made a written offer (open for acceptance in England for a period of 21 days and with adequate security as to the performance of the obligations of the offeror) to all the members to purchase all the issued shares in the capital of the Company at a cash price per share at least equal to the price offered or paid or payable by the proposed transferee for the Specified Shares. If any member accepts the offer from or procured by the transferee the purchase of the shares in question shall be completed within 15 days of expiry of the offer at a place and time to be appointed by the directors.

- (C) Any purported sale or transfer or disposal or acquisition of any share or any interest in any share in contravention of the foregoing provisions shall be a nullity.
- (D) With the consent in writing of the holders of all the shares in the capital of the Company giving the right to attend and vote at General Meetings, the foregoing provisions of of this Article and/or Article 9 may be waived in whole or in part in respect of any particular transfer of shares.

GENERAL MEETINGS

- 11. No business shall be transacted at any General Meeting (including any adjournment) unless a quorum of members is present at the time when the meeting proceeds to business and the business is voted upon; save as herein otherwise provided two members (of whom at least one shall be CSL or a CSL Affiliate and at least one shall be Starstream or a Starstream Affiliate) present in person or by proxy shall be a quorum. If within fifteen minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting shall be adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the chairman of the meeting may determine and in the latter case not less than seven days' notice of the adjourned meeting shall be given in like manner as in the

case of the original meeting. At the adjourned meeting any member present in person or by proxy shall be a quorum.

12. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by any member present in person or by proxy and entitled to vote, and a demand by a person as proxy for a member shall be the same as a demand by the member, provided that:-
 - (A) for so long as CSL (and/or any CSL Affiliate) shall hold shares entitling the holders to at least 16.6 per cent of the votes exercisable at a general meeting of the members of the Company for the time being no share other than a share held by CSL (and/or any CSL Affiliate) shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a CSL Director (as defined in Article 23(A) hereof); and
 - (B) for so long as Starstream (and/or any Starstream Affiliate) shall hold shares entitling the holders to at least 16.6 per cent of the votes exercisable at a general meeting of the members of the Company for the time being no share other than a share held by Starstream (and/or any Starstream Affiliate) shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a Starstream Director (as defined in Article 23(C) hereof).
13. The Chairman shall not have a casting vote on an equality of votes, whether on a show of hands or on a poll at any general meeting.
14. For the purpose of regulation 53 in Table A a director or secretary of a corporation which is for the time being a member shall be deemed to be a person authorised to execute a resolution on behalf of that corporation.
15. A proxy shall be entitled to vote on a show of hands and regulation 54 in Table A shall be modified accordingly.

DIRECTORS

16. Unless otherwise determined by the Company by ordinary resolution, the directors (disregarding alternate directors) shall be not less than six nor more than ten in number. Regulation 64 in Table A shall be modified accordingly.
17. A director shall not be required to hold any qualification shares in the Company, but nevertheless shall be entitled

to attend and speak at any general meeting and at any separate general meeting of the holders of any class of shares in the capital of the Company.

18. The directors shall be entitled to remuneration by way of fees for their services as directors in an aggregate amount not exceeding £5,000 in aggregate per annum or such other higher amount as may be determined by special resolution of the Company such remuneration to be divided amongst the directors as they may by resolution determine, or in default of agreement, equally. Regulation 82 in Table A shall be modified accordingly.

ALTERNATE DIRECTORS

19. Each director shall have the power from time to time to appoint any other director or any other person to act as an alternate director and may remove from office an alternate director as appointed by him. Regulation 65 in Table A shall be modified accordingly.
20. (A) The remuneration of an alternate director shall be payable out of the remuneration payable to the director appointing him and shall consist of such part (if any) of such remuneration as shall be agreed between the alternate director and the director appointing him. Regulation 66 in Table A shall be modified accordingly.
- (B) The alternate director shall benefit from the indemnity set out in Article 26.

DIRECTORS' INTERESTS

21. Subject to the provisions of Part X of the Act a director may be interested directly or indirectly in any contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Regulation 85 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

22. (A) The quorum for a meeting of the directors or of any committee thereof shall throughout the meeting be two directors, of whom at least one shall be a CSL Director and one a Starstream Director. Regulation 89 shall be modified accordingly.

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- (B) Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- (C) At any board meeting or meeting of a committee of the directors:- (a) all of the CSL Directors present and all of the Starstream Directors present shall be respectively entitled to one vote per share in the capital of the Company held respectively by CSL (and/or the CSL Affiliates) and Starstream (and/or the Starstream Affiliates); (b) any director not being a CSL Director or a Starstream Director shall have no vote; and (c) the Chairman shall not have a second or casting vote and Regulation 88 of Table A shall be modified accordingly.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

23. (A) For so long as CSL (and/or any CSL Affiliate) shall hold shares entitling the holders to 16.6 per cent. or more of the votes exercisable at a general meeting of the members of the Company for the time being CSL (and/or any CSL Affiliate) shall be entitled by notice in writing lodged at the registered office of the Company to appoint four persons as directors. Each person holding office pursuant to this paragraph (A) is herein called a "CSL Director".
- (B) Each CSL Director shall hold office subject to Regulation 81 of Table A as modified by Article 25 hereof and may at any time be removed from office by CSL (and/or any CSL Affiliate) by notice in writing lodged as aforesaid.
- (C) For so long as Starstream (and/or any Starstream Affiliate) shall hold shares entitling the holders to 16.6 per cent or more of the votes exercisable at a general meeting of the members of the Company for the time being Starstream (and/or any Starstream Affiliate) shall be entitled by notice in writing lodged at the registered office of the Company to appoint four persons as directors. Each person holding office pursuant to this paragraph (C) is herein called a "Starstream Director".
- (D) Each Starstream Director shall hold office subject to Regulation 81 of Table A as modified by Article 25 hereof and may at any time be removed from

Office by Starstream (and/or any Affiliate of Starstream) by notice in writing lodged as aforesaid.

24. The Company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as an additional director. Without prejudice thereto the directors shall have power at any time so to do, but so that in either case the total number of directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles. Any person so appointed by the directors shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.
25. Regulation 81(a) in Table A shall not apply if the absent director shall have appointed an alternate director who has not been similarly absent during the period referred to therein.

INDEMNITY

26. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.