

THE COMPANIES ACT 1985



WRITTEN RESOLUTIONS

of

NTL GROUP LIMITED

Company Number 2591237

(the "Company")

and of its Special Shareholders

We, the undersigned, being all the members of the above named company who (at the date of these Resolutions) would be regarded for the purposes of Section 381A of the Companies Act 1985 (the "Act") as entitled to attend and vote at a General Meeting of the Company (the "Members") and the Special Shareholders (as defined in the Articles of Association of the Company) and, in accordance with Schedule 15(A) of the Act, having been supplied with a copy of the statutory declarations made pursuant to Section 155 of the Act and the auditors reports relating thereto, hereby agree, pursuant to such Section 381A, to the following Written Resolutions (which would otherwise be required to be passed as Special Resolutions):-

1. THAT, subject to compliance with Section 155-158 of the Companies Act 1985, the terms of the arrangements contemplated by paragraphs (a) to (i) below and the execution, delivery and performance (as applicable) by the Company of such arrangements and the documents referred to in paragraphs (a) to (i) below be and are hereby approved:
 - (a) accession agreements pursuant to which the Company will accede as an additional guarantor to a facilities agreement (the "**Facility A Agreement**") dated 28th March 1996 entered into between Addroute Limited ("**Newco**") as borrower, Chase Investment Bank Limited as arranger, The Chase Manhattan Bank N.A. as "**Agent**", "**Security Trustee**" and "**Issuer**" (as such terms are defined therein) and the banks named therein (together with any other bank or financial institution from time to time participating in the facilities made available pursuant to the Facility A Agreement as a bank together the "**Facility A Banks**") and a facility agreement (the "**Facility B Agreement**") dated 28th March 1996 entered into between Newco as borrower, Chase Investment Bank Limited as arranger, The Chase Manhattan Bank, N.A. as agent, the Security Trustee and The Chase Manhattan Bank, N.A. as the Bank (the "**Facility B Bank**") (the Facility A Agreement and the Facility B Agreement together being referred to as the "**Facilities Agreements**") and under the terms of which (as an additional guarantor pursuant to the Facilities Agreements) the Company would guarantee due observance and performance of all obligations on the part of each relevant obligor (including in respect of all fees, costs, expenses and interest) contained in the Facilities Agreements and the finance, priority and security documents referred to therein (in each case defined as the "**Facility Documents**") and pursuant to which the Company would agree to indemnify each of the Facility Beneficiaries (as defined in the Facility A Agreement) and each of the Facility Beneficiaries (as defined in the Facility B Agreement) from and against any loss incurred by them or any of them (including in respect of all fees, costs, expenses and interest) as a result of any of the obligations of any relevant obligor under or pursuant to the relevant Facility Documents being or becoming void, voidable,

unenforceable or ineffective as against such other relevant obligor for any reason whatsoever;

- (b) an accession agreement to be entered into between Newco, the Company and the Security Trustee pursuant to which the Company will accede to a debenture dated 28th March 1996 entered into between Newco and the Security Trustee pursuant to which the Company would covenant to pay and discharge each and every liability which the Company may now or hereafter have to the Security Trustee or any of the other Beneficiaries (as defined therein) under the Finance Documents (as defined therein) on the due date (including in respect of all fees, costs, expenses and interest) and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same.
- (c) an accession document to be executed by the Company pursuant to which the Company will accede to an intercreditor agreement dated 28th March, 1996 made between The Chase Manhattan Bank, N.A. as agent for the Facility A Banks and the Facility B Bank, the Security Trustee, the Facility A Banks, the Facility B Bank and Newco as borrower regulating the priority arrangements between, inter alia, the Company's creditors;
- (d) an accession document between the Company and the Security Trustee pursuant to which the Company will accede to a security trust agreement dated 28th March, 1996 entered into between The Chase Manhattan Bank, N.A. as Security Trustee and as Agent for the financial institutions named therein, the Facility B Bank, the Facility A Banks and Newco;
- (e) the repayment of certain outstanding indebtedness of the Company (the "**Repayment**") details of which are as follows:
 - (i) £46,676,824.99 incurred pursuant to a facilities agreement dated 24 October 1991 between, inter alios, the Company and SG Warburg & Co Limited as arranger, agent and security trustee (as such facilities agreement has been amended, restated, varied, novated or supplemented from time to time) (an amount equal to the exercise price of any options for shares in the Company exercised prior to the date of completion of the acquisition of the Company by Newco from its shareholders and optionholders (together the "**Vendor**") will be deducted from the consideration payable by Newco to the Vendor and, at the direction of the holders of Options in respect of certain shares in the Company who have exercised their Options (other than Options granted at £34) (as such terms are defined in the Irrevocable Undertaking referred to in the definition of the Sale and Purchase Documents in the Facility A Agreement) be paid to the Company and at the direction of the Company will be applied in part repayment of the amount described in subclause (i) and Newco will fund the repayment of the remainder of the amount described in this subclause (i) by a share subscription in the Company); and
 - (ii) £3,708,758.09 and £971,410.68 owed by the Company to its subsidiaries, National Transcommunications Limited ("**NTL**") and DTELS Limited ("**DTELS**") respectively, in respect of which it is proposed that the Company will repay such amounts with part of the proceeds of a dividend (the "**Dividend**") to be declared by NTL;
 - (iii) £70,000,000 owed by the Company to S.G. Warburg & Co. Limited in connection with the termination of an ISDA Master Agreement between S.G.

Warburg & Co. Limited and the Company dated 16th December, 1991 in respect of which it is proposed that the Company will repay such amount with part of the proceeds of the Dividend and/or with a sum to be paid to the Company by the First National Bank of Boston in relation to the termination of an ISDA Master Agreement dated 13th January 1994 between the First National Bank of Boston and the Company;

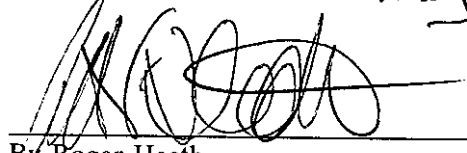
- (f) written resolutions to be executed by the members of NTL substantially in the same form as these written resolutions including the approval of the execution, delivery and performance by NTL of arrangements and documents similar to those referred to in this Resolution 1 together with other arrangements and documents and the giving of financial assistance by the execution of and subsequent exercise of rights under such documents;
- (g) written resolutions to be executed by the members of DTELS substantially in the same form as these written resolutions including the approval of the execution, delivery and performance by DTELS of arrangements and documents similar to those referred to in this Resolution 1 together with other arrangements and documents and the giving of financial assistance by the execution of and subsequent exercise of rights under such documents;
- (h) an accession document to be entered into between Newco, the Company and The Chase Manhattan Bank N.A. on its own behalf and for and on behalf of the Arranger, the Security Trustee and the Facility A Banks pursuant to which the Company will accede to the Facility A Agreement as an Additional Borrower (as defined in the Facility A Agreement) (the "**Company Borrower Accession Agreement**");
- (i) an accession document to be entered into between Newco, NTL and The Chase Manhattan Bank N.A. on its own behalf and for and on behalf of the Arranger, the Security Trustee and the Facility A Banks pursuant to which NTL will accede to the Facility A Agreement as an Additional Borrower (as defined in the Facility A Agreement) (the "**NTL Borrower Accession Agreement**"); and
- (j) subordination deeds (each a "**Subordination Deed**" and together the "**Subordination Deeds**") to be entered into from time to time between ICTL or a subsidiary of ICTL (other than a member of the New Group) (the "**Subordinated Lender**"), Newco and the Agent relating to the subordination of certain monies made available by the Subordinated Lender to Newco.

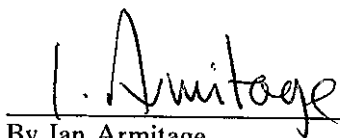
(The documents referred to in (a) to (g) above together being herein referred to as the "**Financial Assistance Documents**").

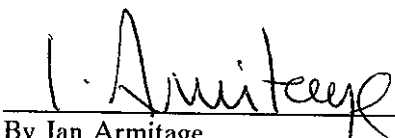
2. THAT the execution, delivery and performance by the Company of, and the subsequent exercise of rights under, the Financial Assistance Documents and the Company Borrower Accession Agreement and the making of the Repayment are in the best interests of the Company.
3. THAT the giving of financial assistance by the execution of, and subsequent exercise of rights under the Financial Assistance Documents and the making of the Repayment, be and is hereby approved (including for the purposes of Article 6 of the Company's Articles of Association) notwithstanding that the Company might be held to be giving financial assistance for the purposes of Sections 151 and 152 of the Companies Act 1985.

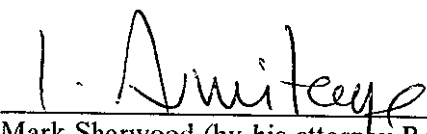
4. THAT approval for the Company to enter into the Financial Assistance Documents and to do all such acts and things and agree and execute on behalf of the Company all such documents as may be required to implement the transactions (the "**Transactions**") in relation to which the Financial Assistance Documents are being entered into or in connection therewith, or by virtue of the Repayment, and to enter into the Company Borrower Accession Agreement be and is hereby given, including, but without limitation, approval for the purposes of Article 6 of the Company's Articles of Association.
5. THAT approval for NTL and DTELS to enter into documents substantially in the same form as the Financial Assistance Documents (as applicable) and any other additional documents required for the purposes of the Transactions, including amending their Memorandum and Articles of Association, and for NTL to enter into the NTL Borrower Accession Agreement be and is hereby given, including, but without limitation, approval for the purposes of Article 6 of the Company's Articles of Association, notwithstanding such subsidiaries or any of them might be held to be giving financial assistance for the purposes of Sections 151 and 152 of the Companies Act 1985.
6. THAT consent for an increase in the limit on the borrowing powers of the Company (specified in Article 30(2) of its Articles of Association) to the extent required to implement the Transactions be and is hereby given.

Dated this 24th the day of May 1996.

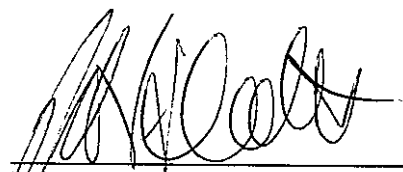

By Roger Heath
duly authorised for and on behalf of
Montagu Private Equity Investments Limited


By Ian Armitage
duly authorised for and on behalf of
Rowan Nominees Limited

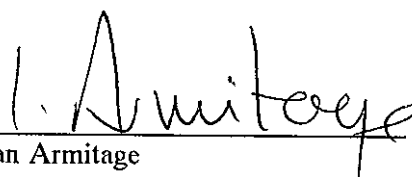

By Ian Armitage
duly authorised for and on behalf of
Mamco Nominees Jersey Limited


Mark Sherwood (by his attorney Rowan Nominees Limited
acting through its duly authorised representative Ian Armitage)

Approval of Special Shareholders of the Company



By Roger Heath
duly authorised for and on behalf of
Montagu Private Equity Investments Ltd



By Ian Armitage
duly authorised for and on behalf of
Rowan Nominees Limited

STATEMENT BY THE AUDITORS TO THE DIRECTORS OF
NTL GROUP LIMITED

We have examined the copy of the attached written resolution which is proposed to be approved in accordance with section 381A of the Companies Act 1985.

In our opinion the resolution concerns us as auditors but need not be considered by the company in general meeting.

Ernst & Young

Ernst & Young
Chartered Accountants
Registered Auditor
London

8 May 1996

For identification
purposes only;

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THE COMPANIES ACT 1985

WRITTEN RESOLUTIONS

of

NTL GROUP LIMITED

Company Number 2591237

(the "Company")

and of its Special Shareholders

We, the undersigned, being all the members of the above named company who (at the date of these Resolutions) would be regarded for the purposes of Section 381A of the Companies Act 1985 (the "Act") as entitled to attend and vote at a General Meeting of the Company (the "Members") and the Special Shareholders (as defined in the Articles of Association of the Company) and, in accordance with Schedule 15(A) of the Act, having been supplied with a copy of the statutory declarations made pursuant to Section 155 of the Act and the auditors reports relating thereto, hereby agree, pursuant to such Section 381A, to the following Written Resolutions (which would otherwise be required to be passed as Special Resolutions):-

1. THAT, subject to compliance with Section 155-158 of the Companies Act 1985, the terms of the arrangements contemplated by paragraphs (a) to (i) below and the execution, delivery and performance (as applicable) by the Company of such arrangements and the documents referred to in paragraphs (a) to (i) below be and are hereby approved:

- (a) accession agreements pursuant to which the Company will accede as an additional guarantor to a facilities agreement (the "Facility A Agreement") dated 28th March 1996 entered into between Addroute Limited ("Newco") as borrower, Chase Investment Bank Limited as arranger, The Chase Manhattan Bank N.A. as "Agent", "Security Trustee" and "Issuer" (as such terms are defined therein) and the banks named therein (together with any other bank or financial institution from time to time participating in the facilities made available pursuant to the Facility A Agreement as a bank together the "Facility A Banks") and a facility agreement (the "Facility B Agreement") dated 28th March 1996 entered into between Newco as borrower, Chase Investment Bank Limited as arranger, The Chase Manhattan Bank, N.A. as agent, the Security Trustee and The Chase Manhattan Bank, N.A. as the Bank (the "Facility B Bank") (the Facility A Agreement and the Facility B Agreement together being referred to as the "Facilities Agreements") and under the terms of which (as an additional guarantor pursuant to the Facilities Agreements) the Company would guarantee due observance and performance of all obligations on the part of each relevant obligor (including in respect of all fees, costs, expenses and interest) contained in the Facilities Agreements and the finance, priority and security documents referred to therein (in each case defined as the "Facility Documents") and pursuant to which the Company would agree to indemnify each of the Facility Beneficiaries (as defined in the Facility A Agreement) and each of the Facility Beneficiaries (as defined in the Facility B Agreement) from and against any loss incurred by them or any of them (including in respect of all fees, costs, expenses and interest) as a result of any of the obligations of any relevant obligor under or pursuant to the relevant Facility Documents being or becoming void, voidable,

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unenforceable or ineffective as against such other relevant obligor for any reason whatsoever;

- (h) an accession agreement to be entered into between Newco, the Company and the Security Trustee pursuant to which the Company will accede to a debenture dated 28th March 1996 entered into between Newco and the Security Trustee pursuant to which the Company would covenant to pay and discharge each and every liability which the Company may now or hereafter have to the Security Trustee or any of the other Beneficiaries (as defined therein) under the Finance Documents (as defined therein) on the due date (including in respect of all fees, costs, expenses and interest) and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same.
- (c) an accession document to be executed by the Company pursuant to which the Company will accede to an intercreditor agreement dated 28th March, 1996 made between The Chase Manhattan Bank, N.A. as agent for the Facility A Banks and the Facility B Bank, the Security Trustee, the Facility A Banks, the Facility B Bank and Newco as borrower regulating the priority arrangements between, inter alia, the Company's creditors;
- (d) an accession document between the Company and the Security Trustee pursuant to which the Company will accede to a security trust agreement dated 28th March, 1996 entered into between The Chase Manhattan Bank, N.A. as Security Trustee and as Agent for the financial institutions named therein, the Facility B Bank, the Facility A Banks and Newco;
- (e) the repayment of certain outstanding indebtedness of the Company (the "Repayment") details of which are as follows:
 - (i) £46,676,824.99 incurred pursuant to a facilities agreement dated 24 October 1991 between, inter alius, the Company and SG Warburg & Co Limited as arranger, agent and security trustee (as such facilities agreement has been amended, restated, varied, novated or supplemented from time to time) (an amount equal to the exercise price of any options for shares in the Company exercised prior to the date of completion of the acquisition of the Company by Newco from its shareholders and optionholders (together the "Vendor") will be deducted from the consideration payable by Newco to the Vendor and, at the direction of the holders of Options in respect of certain shares in the Company who have exercised their Options (other than Options granted at £34) (as such terms are defined in the Irrevocable Undertaking referred to in the definition of the Sale and Purchase Documents in the Facility A Agreement) be paid to the Company and at the direction of the Company will be applied in part repayment of the amount described in subclause (i) and Newco will fund the repayment of the remainder of the amount described in this subclause (i) by a share subscription in the Company); and
 - (ii) £3,708,758.09 and £971,410.68 owed by the Company to its subsidiaries, National Transcommunications Limited ("NTL") and DTELS Limited ("DTELS") respectively, in respect of which it is proposed that the Company will repay such amounts with part of the proceeds of a dividend (the "Dividend") to be declared by NTL;
 - (iii) £70,000,000 owed by the Company to S.G. Warburg & Co. Limited in connection with the termination of an ISDA Master Agreement between S.G.

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Warburg & Co. Limited and the Company dated 16th December, 1991 in respect of which it is proposed that the Company will repay such amount with part of the proceeds of the Dividend and/or with a sum to be paid to the Company by the First National Bank of Boston in relation to the termination of an ISDA Master Agreement dated 13th January 1994 between the First National Bank of Boston and the Company;

- (f) written resolutions to be executed by the members of NTL substantially in the same form as these written resolutions including the approval of the execution, delivery and performance by NTL of arrangements and documents similar to those referred to in this Resolution 1 together with other arrangements and documents and the giving of financial assistance by the execution of and subsequent exercise of rights under such documents;
- (g) written resolutions to be executed by the members of DTELS substantially in the same form as these written resolutions including the approval of the execution, delivery and performance by DTELS of arrangements and documents similar to those referred to in this Resolution 1 together with other arrangements and documents and the giving of financial assistance by the execution of and subsequent exercise of rights under such documents;
- (h) an accession document to be entered into between Newco, the Company and The Chase Manhattan Bank N.A. on its own behalf and for and on behalf of the Arranger, the Security Trustee and the Facility A Banks pursuant to which the Company will accede to the Facility A Agreement as an Additional Borrower (as defined in the Facility A Agreement) (the "Company Borrower Accession Agreement");
- (i) an accession document to be entered into between Newco, NTL and The Chase Manhattan Bank N.A. on its own behalf and for and on behalf of the Arranger, the Security Trustee and the Facility A Banks pursuant to which NTL will accede to the Facility A Agreement as an Additional Borrower (as defined in the Facility A Agreement) (the "NTL Borrower Accession Agreement"); and
- (j) subordination deeds (each a "Subordination Deed" and together the "Subordination Deeds") to be entered into from time to time between ICTL or a subsidiary of ICTL (other than a member of the New Group) (the "Subordinated Lender"), Newco and the Agent relating to the subordination of certain monies made available by the Subordinated Lender to Newco.

(The documents referred to in (a) to (g) above together being herein referred to as the "Financial Assistance Documents").

2. THAT the execution, delivery and performance by the Company of, and the subsequent exercise of rights under, the Financial Assistance Documents and the Company Borrower Accession Agreement and the making of the Repayment are in the best interests of the Company.
3. THAT the giving of financial assistance by the execution of, and subsequent exercise of rights under the Financial Assistance Documents and the making of the Repayment, be and is hereby approved (including for the purposes of Article 6 of the Company's Articles of Association) notwithstanding that the Company might be held to be giving financial assistance for the purposes of Sections 151 and 152 of the Companies Act 1985.

For identification purposes only

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4. THAT approval for the Company to enter into the Financial Assistance Documents and to do all such acts and things and agree and execute on behalf of the Company all such documents as may be required to implement the transactions (the "Transactions") in relation to which the Financial Assistance Documents are being entered into or in connection therewith, or by virtue of the Repayment, and to enter into the Company Borrower Accession Agreement be and is hereby given, including, but without limitation, approval for the purposes of Article 6 of the Company's Articles of Association.
5. THAT approval for NTL and DTELS to enter into documents substantially in the same form as the Financial Assistance Documents (as applicable) and any other additional documents required for the purposes of the Transactions, including amending their Memorandum and Articles of Association, and for NTL to enter into the NTL Borrower Accession Agreement be and is hereby given, including, but without limitation, approval for the purposes of Article 6 of the Company's Articles of Association, notwithstanding such subsidiaries or any of them might be held to be giving financial assistance for the purposes of Sections 151 and 152 of the Companies Act 1985.
6. THAT consent for an increase in the limit on the borrowing powers of the Company (specified in Article 30(2) of its Articles of Association) to the extent required to implement the Transactions be and is hereby given.

Dated this the day of 1996.

Montagu Private Equity Investments Limited

Rowan Nominees Limited

Manco Nominees Jersey Limited

Mark Sherwood (by his attorney Frances Jacobs)

Approval of Special Shareholders of the Company

Montagu Private Equity Investments Ltd

Rowan Nominees Limited

As auditors to NTL Group Limited, we confirm for the purposes of Section 381(B) of the Companies Act 1985 that the resolutions set out above proposed to be agreed in accordance with Section 381(A) of the Companies Act 1985 do concern us as auditors, but need not be considered by the Company in a general meeting.

On behalf of Ernst & Young

Dated:

For identification purposes only:

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