

WIGGIN & CO
SOLICITORS

SHARE EXCHANGE AGREEMENT No. 14



THIS AGREEMENT is made the 16 day of March 2001

BETWEEN:

- (1) **FLEXTech LIMITED**, a company incorporated in England and Wales (registered number 2688411) whose registered address is The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1YX (the "Transferor"); and
- (2) **TELEWEST COMMUNICATIONS HOLDCO LIMITED**, a company incorporated in England and Wales (registered number 03761983) whose registered office is at Genesis Business Park, Albert Drive, Woking, Surrey GU21 5RW (the "Transferee").

WHEREAS:

- (A) The Transferor and the Transferee are both companies forming part of the Telewest Communications plc group of companies (the "Group"). The transfer and issue of shares contemplated by this Agreement is intended to take place as part of a reorganisation of the Group (the "Reorganisation").
- (B) The Transferor is the beneficial owner of the shares (the "Shares") described in the schedule to this Agreement (the "Schedule").
- (C) The Transferor wishes to transfer the Shares to the Transferee, and the Transferee wishes to purchase the Shares from the Transferor, on the terms and conditions of this Agreement. The Transferor further wishes to assign to the Transferee all the rights and interests to which it is entitled under the Shareholders' Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Transferor shall transfer the Shares with full title guarantee to the Transferee on terms that the Shares are acquired together with each and every right attaching or accruing to the Shares at or after the date of this Agreement including any right to dividends or other distributions and that the Shares shall be acquired free from all liens, charges and encumbrances and any other rights or obligations affecting the Shares and undertakes to transfer the Consideration Shares to Telewest Communications plc as a subsequent step in the Reorganisation (the "Undertaking").
2. In consideration for the Undertaking and for the transfer of the Shares and the assignment of the Transferors' rights and interests under the Shareholders' Agreement, the Transferee shall issue to the Transferor the Consideration Shares (as set out and defined in the Schedule) credited as fully paid-up.
3. The Transferor and Transferee hereby agree and undertake with each other for the benefit of the other and each company or entity in the Group to waive all and any rights of pre-emption, rights to call for or prohibit issues or transfers of shares, events or circumstances together with any other similar rights they may have in respect of any shares issued or transferred in the course of or in connection with the Reorganisation. The Transferor and the Transferee further hereby give such

consents and waivers as are required from them in order to effect the Reorganisation.

5. This Agreement shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF the parties hereto have signed this document on the date first written above.

SIGNED for and on behalf of
FLEXTECH LIMITED

By

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)
)

Charles / Bartlett

SIGNED for and on behalf of
TELEWEST HOLDCO LIMITED

By

)
)
)

Charles / Bartlett

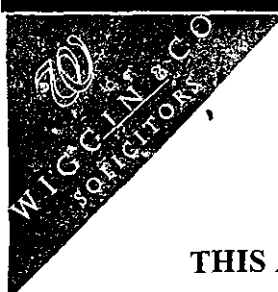
**CERTIFIED TO BE
A TRUE COPY**

C. Bartlett

Schedule

Shares to be transferred by Transferor and
Consideration Shares to be issued by Transferee

Number and class of shares to be transferred (the "Shares")	Entity in which Shares are held	Number and class of Shares to be issued in consideration by Transferee (the "Consideration Shares")
92,658 Ordinary Shares of £1 each	Flextech Investments (Jersey) Limited	143,900,000 Ordinary Shares of £1 each
453,288 A Ordinary Shares of £1 each	Flextech Home Shopping Limited	5,500,000 Ordinary Shares of £1 each
80 A Ordinary Shares of £1 each	Florida Homeshopping Limited	1 Ordinary Share of £1
Total Consideration Shares		149,400,000 Ordinary Shares of £1 each



SHARE EXCHANGE AGREEMENT No. 15

THIS AGREEMENT is made the 16th day of March 2001



BETWEEN:

- (1) **FLEXTech (TRAVEL CHANNEL) LIMITED**, a company incorporated in England and Wales (registered number 03427763) whose registered address is The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1YX (the "Transferor"); and
- (2) **TELEWEST COMMUNICATIONS HOLDCO LIMITED**, a company incorporated in England and Wales (registered number 03761983) whose registered office is at Genesis Business Park, Albert Drive, Woking, Surrey GU21 5RW (the "Transferee").

WHEREAS:

- (A) The Transferor and the Transferee are both companies forming part of the Telewest Communications plc group of companies (the "Group"). The transfer and issue of shares contemplated by this Agreement is intended to take place as part of a reorganisation of the Group (the "Reorganisation").
- (B) The Transferor is the beneficial owner of the shares (the "Shares") described in the schedule to this Agreement (the "Schedule").
- (C) The Transferor wishes to transfer the Shares to the Transferee, and the Transferee wishes to purchase the Shares from the Transferor, on the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Transferor shall transfer the Shares with full title guarantee to the Transferee on terms that the Shares are acquired together with each and every right attaching or accruing to the Shares at or after the date of this Agreement including any right to dividends or other distributions and that the Shares shall be acquired free from all liens, charges and encumbrances and any other rights or obligations affecting the Shares and undertakes to transfer the Consideration Shares to Telewest Communications plc as a subsequent step in the Reorganisation (the "Undertaking").
2. In consideration for the Undertaking and for the transfer of the Shares, the Transferee shall issue to the Transferor the Consideration Shares (as set out and defined in the Schedule) credited as fully paid-up.
3. The Transferor and Transferee hereby agree and undertake with each other for the benefit of the other and each company or entity in the Group to waive all and any rights of pre-emption, rights to call for or prohibit issues or transfers of shares, events or circumstances together with any other similar rights they may have in

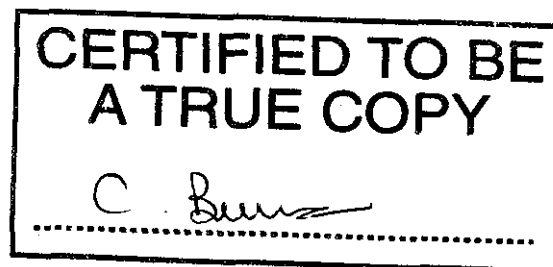
respect of any shares issued or transferred in the course of or in connection with the Reorganisation. The Transferor and the Transferee further hereby give such consents and waivers as are required from them in order to effect the Reorganisation.

5. This Agreement shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF the parties hereto have signed this document on the date first written above.

SIGNED for and on behalf of)
FLEXTECH (TRAVEL CHANNEL))
LIMITED)
By *[Signature]*)

SIGNED for and on behalf of)
TELEWEST COMMUNICATIONS)
HOLDCO LIMITED)
By *[Signature]*)



Schedule

Shares to be transferred by Transferor and
Consideration Shares to be issued by Transferee

Number and class of shares to be transferred (the "Shares")	Entity in which Shares are held	Number and class of Shares to be issued in consideration by Transferee (the "Consideration Shares")
370,000 Preferred Ordinary Shares of £0.10 each 16,311,625 Redeemable Preference Shares of £0.50 each	TV Travel Group Limited	19,500,000 Ordinary Shares of £1 each
Total Consideration Shares		19,500,000 Ordinary Shares of £1 each

THIS AGREEMENT is made the 16th day of March 2001

BETWEEN:

- (1) **UNITED ARTISTS INVESTMENTS LIMITED**, a company incorporated in England and Wales (registered number 2761569) whose registered address is The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1YX (the "Transferor"); and
- (2) **TELEWEST COMMUNICATIONS HOLDCO LIMITED**, a company incorporated in England and Wales (registered number 03761983) whose registered office is at Genesis Business Park, Albert Drive, Woking, Surrey GU21 5RW (the "Transferee").

WHEREAS:

- (A) The Transferor and the Transferee are both companies forming part of the Telewest Communications plc group of companies (the "Group"). The transfer and issue of shares contemplated by this Agreement is intended to take place as part of a reorganisation of the Group (the "Reorganisation").
- (B) The Transferor is the beneficial owner of the shares (the "Shares") described in the schedule to this Agreement (the "Schedule").
- (C) The Transferor wishes to transfer the Shares to the Transferee, and the Transferee wishes to purchase the Shares from the Transferor, on the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Transferor shall transfer the Shares with full title guarantee to the Transferee on terms that the Shares are acquired together with each and every right attaching or accruing to the Shares at or after the date of this Agreement including any right to dividends or other distributions and that the Shares shall be acquired free from all liens, charges and encumbrances and any other rights or obligations affecting the Shares and undertakes to transfer the Consideration Shares to Telewest Communications plc as a subsequent step in the Reorganisation (the "Undertaking").
2. In consideration for the Undertaking and for the transfer of the Shares, the Transferee shall issue to the Transferor the Consideration Shares (as set out and defined in the Schedule) credited as fully paid-up.
3. The Transferor and Transferee hereby agree and undertake with each other for the benefit of the other and each company or entity in the Group to waive all and any rights of pre-emption, rights to call for or prohibit issues or transfers of shares, events or circumstances together with any other similar rights they may have in respect of any shares issued or transferred in the course of or in connection with the

Reorganisation. The Transferor and the Transferee further hereby give such consents and waivers as are required from them in order to effect the Reorganisation.

5. This Agreement shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF the parties hereto have signed this document on the date first written above.

SIGNED for and on behalf of)
UNITED ARTISTS INVESTMENTS)
LIMITED)
By)

Charles / Michael

SIGNED for and on behalf of)
TELEWEST HOLDCO LIMITED)
By)

Charles / Michael

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A TRUE COPY

C. Deane

Schedule

Shares to be transferred by Transferor and
Consideration Shares to be issued by Transferee

Number and class of shares to be transferred (the "Shares")	Entity in which Shares are held	Number and class of Shares to be issued in consideration by Transferee (the "Consideration Shares")
75 Shares of NLG 1000	Take Four BV	1 Ordinary Share of £1
Total Consideration Shares		1 Ordinary Share of £1

SHARE EXCHANGE AGREEMENT No. 17



THIS AGREEMENT is made the 16th day of March 2001

BETWEEN:

- (1) **TELEWEST COMMUNICATIONS PLC**, a company incorporated in England and Wales (registered number 02983307) whose registered address is Genesis Business Park, Albert Drive, Woking, Surrey GU21 5RW (the "Transferor"); and
- (2) **TELEWEST COMMUNICATIONS HOLDCO LIMITED**, a company incorporated in England and Wales (registered number 03761983) whose registered office is at Genesis Business Park as above (the "Transferee").

WHEREAS:

- (A) The Transferor and the Transferee are both companies forming part of the Telewest Communications plc group of companies (the "Group"). The transfer and issue of shares contemplated by this Agreement is intended to take place as part of a reorganisation of the Group (the "Reorganisation").
- (B) The Transferor is the beneficial owner of the shares (the "Shares") described in the schedule to this Agreement (the "Schedule").
- (C) The Transferor wishes to transfer the Shares to the Transferee, and the Transferee wishes to purchase the Shares from the Transferor, on the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Transferor shall transfer the Shares with full title guarantee to the Transferee on terms that the Shares are acquired together with each and every right attaching or accruing to the Shares at or after the date of this Agreement including any right to dividends or other distributions and that the Shares shall be acquired free from all liens, charges and encumbrances and any other rights or obligations affecting the Shares.
2. In consideration for the transfer of the Shares, the Transferee shall issue to the Transferor the Consideration Shares (as set out and defined in the Schedule) credited as fully paid-up.
3. The Transferor and Transferee hereby agree and undertake with each other for the benefit of the other and each company or entity in the Group to waive all and any rights of pre-emption, rights to call for or prohibit issues or transfers of shares, events or circumstances together with any other similar rights they may have in respect of any shares issued or transferred in the course of or in connection with the Reorganisation. The Transferor and the Transferee further hereby give such

consents and waivers as are required from them in order to effect the Reorganisation.

5. This Agreement shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF the parties hereto have signed this document on the date first written above.

SIGNED for and on behalf of
TELEWEST COMMUNICATIONS
PLC By

)
)
) *Charles / Michael*

SIGNED for and on behalf of
TELEWEST COMMUNICATIONS
NETWORKS LIMITED
By

)
)
) *Charles / Michael*
)

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A TRUE COPY

C. Davis
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Schedule

Shares to be transferred by Transferor and
Consideration Shares to be issued by Transferee

Number and class of shares to be transferred (the "Shares")	Entity in which Shares are held	Number and class of Shares to be issued in consideration by Transferee (the "Consideration Shares")
63,818,186 Ordinary Shares of £1 each 6,980,889 12.5% Cumulative Redeemable Preference Shares of £1 3,555,000 10.03% Cumulative Redeemable Preference Shares of £1	Eurobell (Holdings) Limited	203,500,000 Ordinary Shares of £1 each
Total Consideration Shares		203,500,000 Ordinary Shares of £1 each