

18 June  
May 1999

3761983

WINDSOR TELEVISION LIMITED

TELEWEST COMMUNICATIONS HOLDCO LIMITED

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AGREEMENT

for the sale and purchase of 10,000  
preference shares and 15,000 ordinary  
shares in the share capital of  
CABLE GUIDE LIMITED

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FRESHFIELDS

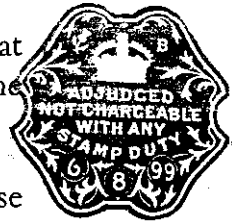


THIS AGREEMENT is made on 16 June  
May 1999

NOT

BETWEEN

- (1) WINDSOR TELEVISION LIMITED whose registered office is at Genesis Business Park, Albert Drive, Woking, Surrey, GU21 5RW (the *Vendor*); and
- (2) TELEWEST COMMUNICATIONS HOLDCO LIMITED whose registered office is at Genesis Business Park, Albert Drive, Woking, Surrey, GU21 5RW (the *Purchaser*).



WHEREAS

(A) Cable Guide Limited (*Cable Guide*) is a private company limited by shares (the *Company*).

(B) The Vendor has agreed to sell, and the Purchaser has agreed to purchase, 15,000 ordinary shares of £1 each and 10,000 preference shares of £1 each in the capital of the Company (the *Shares*) for the consideration and upon the terms set out in this Agreement.

(C) The Vendor is the sole legal and beneficial owner of the Shares.

IT IS AGREED as follows:

#### SALE OF THE SHARES AND CONSIDERATION

1.1 The Vendor agrees to sell (or procure the sale of) the Shares and the Purchaser agrees to purchase the Shares, on the terms that the same covenants shall be deemed to be given by the Vendor on Completion in relation to the Shares as are implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 where a disposition is expressed to be made with full title guarantee. The Shares shall be sold free from all security interests, options, equities, claims or other third party rights (including, without limitation, rights of pre-emption) of any nature whatsoever, together with all rights attaching to them including, without limitation, the right to receive all dividends and other distributions declared, made or paid on or after the date of this Agreement.

1.2 The total consideration for the sale of the Shares shall be the sum of £2,033,039, to be satisfied by the allotment by the Purchaser to the Vendor of 2,033,039 ordinary shares of £1 credited as fully paid in the capital of the Purchaser (the *Consideration Shares*). The Consideration Shares shall rank pari passu with the existing ordinary shares of £1 each in the capital of the Purchaser.

## COMPLETION

2.1 The sale and purchase of the Shares shall be completed immediately after this Agreement is released from escrow in accordance with the escrow agreement between, inter alia, the Vendor and the Purchaser, relating to, inter alia, this Agreement, when the events set out in the following provisions of this clause 2 shall take place.

2.2 The Vendor shall deliver or cause to be delivered to the Purchaser:

- (a) duly executed transfers into the name of the Purchaser or its nominee in respect of the Shares, together with the relative share certificates; and
- (b) all such other documents (including any necessary waivers of pre-emption rights or other consents) as may be required to enable the Purchaser and/or its nominee to be registered as the holder(s) of the Shares or any of them.

2.3 The Purchaser shall, in satisfaction of its obligations under clause 1.2, cause the Consideration Shares to be allotted to the Vendor and the Vendor's name to be entered in the register of members in respect thereof (with a relative share certificate being delivered to the Vendor).

## ENTIRE AGREEMENT

3. This Agreement set out the entire agreement and understanding between the parties in respect of the sale and purchase of the Shares. It is agreed that:

3.1. No party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement.

3.2. A party may claim in contract for breach of warranty under this Agreement but shall have no claim or remedy under this Agreement in respect of misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this Agreement) or untrue statement made by any other party.

3.3. This clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

## COUNTERPARTS

4. This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original, but all of which together constitute one and the same instrument.

## FURTHER ASSURANCE

5. The Vendor agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the Purchaser may reasonably require, whether on or after Completion, to implement and/or give effect to this Agreement and the transaction contemplated by it and for the purpose of vesting in the Purchaser the full benefit of the assets, rights and benefits to be transferred to the Purchaser under this Agreement.

## GOVERNING LAW

6. This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, English Law.

IN WITNESS whereof this Agreement has been signed by and on behalf of the parties on the day and year first before written.

SIGNED by  
for and on the behalf of  
WINDSOR TELEVISION  
LIMITED

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*Victoria Hill*

SIGNED by  
for and on the behalf of  
TELEWEST COMMUNICATIONS  
HOLDCO LIMITED

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*Victoria Hill*