

THE COMPANIES ACT 1985

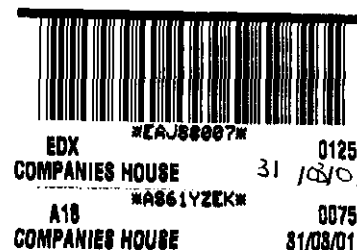
UNLIMITED COMPANY WITH A SHARE CAPITAL

WRITTEN RESOLUTIONS

-of-

NTL (CWC HOLDINGS)

(Effective 21 February 2001)



The following resolutions were duly agreed to by all of the members of the Company in accordance with section 381A of the Companies Act 1985 with effect from 21 February 2001

RESOLUTIONS

1. THAT the Company reduce its share capital by cancelling all of the 574,664,710 issued A Preference Shares of £1 each in the capital of the Company in consideration for the creation of a debt of £574,664,710 the Company to the holder of such Preference Shares on the terms set out in the loan agreement contained in Appendix I attached to these Resolutions.
2. THAT the Company reduce its share capital by cancelling all of the 2,164,785,572 issued B Preference Shares of £1 each in the capital of the Company in consideration for the creation of a debt of £2,164,785,572 from the Company to the holder of such Preference Shares on the terms set out in the loan agreement contained in Appendix II attached to these Resolutions.
3. THAT the Company reduce its share capital by cancelling all of the 46,400,000 issued C Preference Shares of £1 each in the capital of the Company in consideration for the Company assigning and transferring with full title guarantee to the holder of the C

Preference Shares pursuant to an agreement between the Company and such holder all its right, title and interest in certain funding obligations owed to the Company by NTL UK CableComms Holdings Inc. on the terms set out in the agreement contained in Appendix III attached to these Resolutions.

4. THAT the authorised but unissued preference share capital of the Company following the cancellations referred to in Resolutions 1 to 3 above be reduced by the nominal amount of the Preference Shares cancelled by Resolutions 1 to 3 above.
5. THAT pursuant to section 9 of the Companies Act 1985, the Articles of Association of the Company be altered by deleting Article 4 and Articles 31 to 34 inclusive and renumbering the remaining articles and cross references within articles accordingly.
6. THAT following the cancellation of the authorised but unissued preference share capital of the Company pursuant to resolution 4 above, pursuant to section 9 of the Companies Act 1985, the Articles of Association of the Company be altered by deleting the number "4,930,850,282" and substituting therefore the number "2,145,000,000" in the first line of Article 3A and by deleting the phrase, ", 574,664,710 A Preference Shares of £1.00 each, 2,164,785,572 B Preference Shares of £1.00 each and 46,400,000 C Preference Shares of £1.00 each" from the end of Article 3A.



Chairman

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL

WRITTEN CLASS CONSENT

-of-

**THE HOLDER OF A PREFERENCE SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)**

(Effective 21 February 2001)

NTL Investment Holdings Limited, the sole holder of A Preference Shares of the Company hereby gives the following class consent with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the A Preference Shares of £1 each in the capital of the Company made or deemed to be made by the same.


.....
NTL Investment Holdings Limited

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL

PRINT OF WRITTEN CLASS CONSENT

-of-


**THE HOLDER OF A PREFERENCE SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)**

(Effective 21 February 2001)

The following class consent was duly given by the sole holder of A Preference Shares of the Company with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the A Preference Shares of £1 each in the capital of the Company made or deemed to be made by the same.


.....
Chairman

NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we have lent you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £574,664,710 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) Limited incorporated in England and Wales under registered number 3922682.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3076222.

2. INTEREST

No interest or other costs shall be payable by the Borrower to the Lender in relation to the Advance.

3. REPAYMENT

The Borrower shall repay the Advance immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. **ENTIRE AGREEMENT**

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings) Limited

Date:

NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we will lend you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £2,164,785,572 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) incorporated in England and Wales under registered number 3922682.

Cost of Funds : while the Advance remains outstanding, an amount equal to:

- (i) all costs (including legal, commitment, agency and monitoring fees but excluding structuring and underwriting fees of £50 million) from time to time paid by the Lender during such period which relate to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited; and
- (ii) all interest accrued during such period and payable, from time to time by the Lender which relates to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited;

under the £2.5 billion Credit Facility dated 30 May 2000 between, among others, the Lender, Chase Manhattan Plc (now known as J.P. Morgan Plc) and Morgan Stanley Dean Witter Bank Limited.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3173552.

2. INTEREST

The Advance shall carry interest at such rate as shall result in the aggregate amount of interest payable in respect of the Advance being equal to the Cost of Funds on and

after the date of this Agreement as determined and certified by the Lender. Interest shall accrue daily from the date of the Advance (being 21 February 2001) but shall not be payable until the Advance is due to be repaid unless otherwise agreed.

3. REPAYMENT

The Borrower shall repay the Advance (and accrued interest) immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. ENTIRE AGREEMENT

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. NOTICES

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. LAW

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings)

Date:

To: NTL (DELAWARE) INC.
110 EAST 59TH STREET, 26TH FLOOR, NEW YORK, NY 10022, USA

February 2001

Dear Sirs,

This Instrument sets out your rights in respect of funding referred to below and is entered into by NTL UK CableComms Holdings Inc. whose principal office is at NTL House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP. ("**the Company**")

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the funding of £46,400,000 provided by NTL Delaware to the Company.

NTL Delaware : NTL (Delaware) Inc. a company incorporated in the State of Delaware.

2. CHARGES

The Company shall pay no fees, charges or other sums whatsoever to NTL Delaware in relation to the Advance whether calculated by reference to the amount or duration of the Advance or its administration. For the avoidance of doubt, references in this clause to fees, charges or other sums shall include payments calculated by reference to the amount or duration of the Advance or the costs to NTL Delaware of making the Advance.

3. RETURN OF ADVANCE

The Company shall refund the Advance immediately on receipt of a written demand from NTL Delaware.

4. ASSIGNMENT

4.1 This Instrument shall be binding upon and enure for the benefit of NTL Delaware and its successors, assigns and transferees. NTL Delaware shall be entitled to assign or transfer all or any of its rights under this Instrument without limitation.

4.2 The Company shall not be entitled to assign all or any of its rights under this Instrument.

5. **ENTIRE AGREEMENT**

This Instrument sets out the entire agreement between NTL Delaware and the Company in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Instrument shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Instrument may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Instrument or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Instrument or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Instrument shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this Instrument has been duly executed as a deed the day and year first above written

Executed as a Deed by)
NTL UK CableComms)
Holdings Inc)
acting by)

.....
Director

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL

WRITTEN CLASS CONSENT

-of-

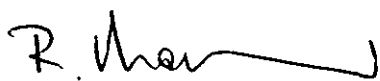
**THE HOLDER OF B PREFERENCE SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)**

(Effective 21 February 2001)

NTL Investment Holdings Limited, the sole holder of B Preference Shares of the Company hereby gives the following class consent with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the B Preference Shares of £1 each in the capital of the Company made or deemed to be made by the same.



NTL Investment Holdings Limited

No. 3922682

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL

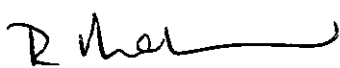
**PRINT OF WRITTEN CLASS CONSENT
-of-
THE HOLDER OF B PREFERENCE SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)**

(Effective 21 February 2001)

The following class consent was duly given by the sole holder of B Preference Shares of the Company with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the B Preference Shares of £1 each in the capital of the Company made or deemed to be made by the same.


.....
Chairman

**NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP**

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we have lent you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £574,664,710 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) Limited incorporated in England and Wales under registered number 3922682.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3076222.

2. INTEREST

No interest or other costs shall be payable by the Borrower to the Lender in relation to the Advance.

3. REPAYMENT

The Borrower shall repay the Advance immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. **ENTIRE AGREEMENT**

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings) Limited

Date:

NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we will lend you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £2,164,785,572 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) incorporated in England and Wales under registered number 3922682.

Cost of Funds : while the Advance remains outstanding, an amount equal to:

- (i) all costs (including legal, commitment, agency and monitoring fees but excluding structuring and underwriting fees of £50 million) from time to time paid by the Lender during such period which relate to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited; and
- (ii) all interest accrued during such period and payable, from time to time by the Lender which relates to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited;

under the £2.5 billion Credit Facility dated 30 May 2000 between, among others, the Lender, Chase Manhattan Plc (now known as J.P. Morgan Plc) and Morgan Stanley Dean Witter Bank Limited.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3173552.

2. INTEREST

The Advance shall carry interest at such rate as shall result in the aggregate amount of interest payable in respect of the Advance being equal to the Cost of Funds on and

after the date of this Agreement as determined and certified by the Lender. Interest shall accrue daily from the date of the Advance (being 21 February 2001) but shall not be payable until the Advance is due to be repaid unless otherwise agreed.

3. REPAYMENT

The Borrower shall repay the Advance (and accrued interest) immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. ENTIRE AGREEMENT

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. NOTICES

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. LAW

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings)

Date:

Appendix III

To: NTL (DELAWARE) INC.
110 EAST 59TH STREET, 26TH FLOOR, NEW YORK, NY 10022, USA

February 2001

Dear Sirs,

This Instrument sets out your rights in respect of funding referred to below and is entered into by NTL UK CableComms Holdings Inc. whose principal office is at NTL House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP. ("**the Company**")

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the funding of £46,400,000 provided by NTL Delaware to the Company.

NTL Delaware : NTL (Delaware) Inc. a company incorporated in the State of Delaware.

2. CHARGES

The Company shall pay no fees, charges or other sums whatsoever to NTL Delaware in relation to the Advance whether calculated by reference to the amount or duration of the Advance or its administration. For the avoidance of doubt, references in this clause to fees, charges or other sums shall include payments calculated by reference to the amount or duration of the Advance or the costs to NTL Delaware of making the Advance.

3. RETURN OF ADVANCE

The Company shall refund the Advance immediately on receipt of a written demand from NTL Delaware.

4. ASSIGNMENT

4.1 This Instrument shall be binding upon and enure for the benefit of NTL Delaware and its successors, assigns and transferees. NTL Delaware shall be entitled to assign or transfer all or any of its rights under this Instrument without limitation.

4.2 The Company shall not be entitled to assign all or any of its rights under this Instrument.

5. **ENTIRE AGREEMENT**

This Instrument sets out the entire agreement between NTL Delaware and the Company in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Instrument shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Instrument may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Instrument or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Instrument or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Instrument shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this Instrument has been duly executed as a deed the day and year first above written

Executed as a Deed by)
NTL UK CableComms)
Holdings Inc)
acting by)

.....
Director

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL

WRITTEN CLASS CONSENT

-of-

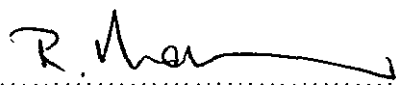
**THE HOLDERS OF ORDINARY SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)**

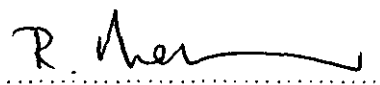
(Effective 21 February 2001)

NTL Group Limited and NTL Networks Limited, all of the holders of Ordinary Shares of the Company hereby give the following class consent with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the Ordinary Shares of £1.32 each in the capital of the Company made or deemed to be made by the same.


.....
NTL Group Limited


.....
NTL Networks Limited

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL

PRINT OF WRITTEN CLASS CONSENT

-of-


**THE HOLDERS OF ORDINARY SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)**

(Effective 21 February 2001)

The following class consent was duly given by all of the holders of Ordinary Shares of the Company with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the Ordinary Shares of £1.32 each in the capital of the Company made or deemed to be made by the same.


.....
Chairman

NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we have lent you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £574,664,710 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) Limited incorporated in England and Wales under registered number 3922682.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3076222.

2. INTEREST

No interest or other costs shall be payable by the Borrower to the Lender in relation to the Advance.

3. REPAYMENT

The Borrower shall repay the Advance immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. **ENTIRE AGREEMENT**

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings) Limited

Date:

NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we will lend you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £2,164,785,572 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) incorporated in England and Wales under registered number 3922682.

Cost of Funds : while the Advance remains outstanding, an amount equal to:

- (i) all costs (including legal, commitment, agency and monitoring fees but excluding structuring and underwriting fees of £50 million) from time to time paid by the Lender during such period which relate to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited; and
- (ii) all interest accrued during such period and payable, from time to time by the Lender which relates to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited;

under the £2.5 billion Credit Facility dated 30 May 2000 between, among others, the Lender, Chase Manhattan Plc (now known as J.P. Morgan Plc) and Morgan Stanley Dean Witter Bank Limited.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3173552.

2. INTEREST

The Advance shall carry interest at such rate as shall result in the aggregate amount of interest payable in respect of the Advance being equal to the Cost of Funds on and

after the date of this Agreement as determined and certified by the Lender. Interest shall accrue daily from the date of the Advance (being 21 February 2001) but shall not be payable until the Advance is due to be repaid unless otherwise agreed.

3. REPAYMENT

The Borrower shall repay the Advance (and accrued interest) immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. ENTIRE AGREEMENT

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. NOTICES

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. LAW

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings)

Date:

To: NTL (DELAWARE) INC.
110 EAST 59TH STREET, 26TH FLOOR, NEW YORK, NY 10022, USA

February 2001

Dear Sirs,

This Instrument sets out your rights in respect of funding referred to below and is entered into by NTL UK CableComms Holdings Inc. whose principal office is at NTL House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP. ("**the Company**")

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the funding of £46,400,000 provided by NTL Delaware to the Company.

NTL Delaware : NTL (Delaware) Inc. a company incorporated in the State of Delaware.

2. CHARGES

The Company shall pay no fees, charges or other sums whatsoever to NTL Delaware in relation to the Advance whether calculated by reference to the amount or duration of the Advance or its administration. For the avoidance of doubt, references in this clause to fees, charges or other sums shall include payments calculated by reference to the amount or duration of the Advance or the costs to NTL Delaware of making the Advance.

3. RETURN OF ADVANCE

The Company shall refund the Advance immediately on receipt of a written demand from NTL Delaware.

4. ASSIGNMENT

4.1 This Instrument shall be binding upon and enure for the benefit of NTL Delaware and its successors, assigns and transferees. NTL Delaware shall be entitled to assign or transfer all or any of its rights under this Instrument without limitation.

4.2 The Company shall not be entitled to assign all or any of its rights under this Instrument.

5. **ENTIRE AGREEMENT**

This Instrument sets out the entire agreement between NTL Delaware and the Company in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Instrument shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Instrument may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Instrument or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Instrument or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Instrument shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this Instrument has been duly executed as a deed the day and year first above written

Executed as a Deed by)
NTL UK CableComms)
Holdings Inc)
acting by)

.....
Director

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL

WRITTEN CLASS CONSENT

-of-

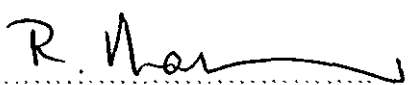
**THE HOLDER OF C PREFERENCE SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)**

(Effective 21 February 2001)

NTL Investment Holdings Limited, the sole holder of C Preference Shares of the Company hereby gives the following class consent with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the C Preference Shares of £1 each in the capital of the Company made or deemed to be made by the same.


.....
NTL Investment Holdings Limited

THE COMPANIES ACT 1985

UNLIMITED COMPANY WITH A SHARE CAPITAL


PRINT OF WRITTEN CLASS CONSENT
-of-
THE HOLDER OF C PREFERENCE SHARES
IN THE CAPITAL OF
NTL (CWC HOLDINGS)

(Effective 21 February 2001)

The following class consent was duly given by the sole holder of C Preference Shares of the Company with effect from 21 February 2001:

CLASS CONSENT

THAT sanction be given to the passing by the Company of the resolutions set out in the attached draft written resolutions of the Company and to all modifications, abrogations and variations of the special rights attaching to the C Preference Shares of £1 each in the capital of the Company made or deemed to be made by the same.


.....
Chairman

**NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP**

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we have lent you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £574,664,710 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) Limited incorporated in England and Wales under registered number 3922682.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3076222.

2. INTEREST

No interest or other costs shall be payable by the Borrower to the Lender in relation to the Advance.

3. REPAYMENT

The Borrower shall repay the Advance immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. **ENTIRE AGREEMENT**

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings) Limited

Date:

NTL INVESTMENT HOLDINGS LIMITED
NTL HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK,
HAMPSHIRE RG27 9UP

To: **NTL (CWC Holdings)**

February 2001

Dear Sirs,

The letter sets out the terms and conditions on which we will lend you monies.

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the amount of £2,164,785,572 outstanding from the Lender to the Borrower.

Borrower : NTL (CWC Holdings) incorporated in England and Wales under registered number 3922682.

Cost of Funds : while the Advance remains outstanding, an amount equal to:

- (i) all costs (including legal, commitment, agency and monitoring fees but excluding structuring and underwriting fees of £50 million) from time to time paid by the Lender during such period which relate to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited; and
- (ii) all interest accrued during such period and payable, from time to time by the Lender which relates to monies previously borrowed and on-lent by NTL Business Limited to NTL (CWC Holdings) Limited;

under the £2.5 billion Credit Facility dated 30 May 2000 between, among others, the Lender, Chase Manhattan Plc (now known as J.P. Morgan Plc) and Morgan Stanley Dean Witter Bank Limited.

Lender : NTL Investment Holdings Limited incorporated in England and Wales under company number 3173552.

2. INTEREST

The Advance shall carry interest at such rate as shall result in the aggregate amount of interest payable in respect of the Advance being equal to the Cost of Funds on and

after the date of this Agreement as determined and certified by the Lender. Interest shall accrue daily from the date of the Advance (being 21 February 2001) but shall not be payable until the Advance is due to be repaid unless otherwise agreed.

3. REPAYMENT

The Borrower shall repay the Advance (and accrued interest) immediately on receipt of a written demand for repayment from the Lender.

4. ASSIGNMENT

4.1 This Agreement shall be binding upon and enure for the benefit of the Lender and the Borrower and each of their respective successors and permitted assigns.

4.2 The Lender shall be entitled, without the prior written consent of the Borrower, to assign all or any of its rights under this Agreement by written notice to the Borrower.

5. ENTIRE AGREEMENT

This letter sets out the entire agreement between the Lender and the Borrower in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. NOTICES

Any demand, notice or other communication or document to be made or delivered under this Agreement shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Agreement may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Agreement or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Letter or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. LAW

This Agreement shall be governed by, and construed in accordance with, English law.

The Lender hopes that the proposal will prove acceptable and looks forward to receiving the enclosed duplicate of this Letter duly signed by the Borrower.

Yours faithfully,

.....
NTL Investment Holdings Limited

We accept the terms and conditions of the above Letter and confirm that such acceptance by us does not involve any breach of any obligation binding on or affecting us.

.....
For and on behalf of
NTL (CWC Holdings)

Date:

To: NTL (DELAWARE) INC.
110 EAST 59TH STREET, 26TH FLOOR, NEW YORK, NY 10022, USA

February 2001

Dear Sirs,

This Instrument sets out your rights in respect of funding referred to below and is entered into by NTL UK CableComms Holdings Inc. whose principal office is at NTL House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP. ("**the Company**")

1. DEFINITIONS AND INTERPRETATION

Definitions

In this letter, the following words and phrases have the following meanings:-

Advance : the funding of £46,400,000 provided by NTL Delaware to the Company.

NTL Delaware : NTL (Delaware) Inc. a company incorporated in the State of Delaware.

2. CHARGES

The Company shall pay no fees, charges or other sums whatsoever to NTL Delaware in relation to the Advance whether calculated by reference to the amount or duration of the Advance or its administration. For the avoidance of doubt, references in this clause to fees, charges or other sums shall include payments calculated by reference to the amount or duration of the Advance or the costs to NTL Delaware of making the Advance.

3. RETURN OF ADVANCE

The Company shall refund the Advance immediately on receipt of a written demand from NTL Delaware.

4. ASSIGNMENT

4.1 This Instrument shall be binding upon and enure for the benefit of NTL Delaware and its successors, assigns and transferees. NTL Delaware shall be entitled to assign or transfer all or any of its rights under this Instrument without limitation.

4.2 The Company shall not be entitled to assign all or any of its rights under this Instrument.

5. **ENTIRE AGREEMENT**

This Instrument sets out the entire agreement between NTL Delaware and the Company in relation to the Advance and replaces any previous arrangements relating to the Advance.

6. **NOTICES**

Any demand, notice or other communication or document to be made or delivered under this Instrument shall be made or delivered by telex, facsimile transmission (referred to as a "fax") or otherwise in writing. Each demand, notice, communication or other document to be made on or delivered to any party to this Instrument may (unless that other person has specified another address, telex or fax number) be made or delivered to that other person at the address, telex or fax number (if any) set out under its name at the end of this Instrument or to its registered office. Any notice given by letter shall only be deemed to have been received at the time it is delivered to the other party's address as set out in this Instrument or as otherwise advised. Any notice given by telex shall be deemed to have been received when despatched (answerback received) to the recipient's telex number most recently advised to the sender unless it is despatched by the sender after the recipient's normal working hours, in which case it shall not be deemed to have been received until the recipient's opening of business on the next business day. Any notice given by fax shall only be deemed to have been received on the business day following the day on which it was transmitted and in proving such delivery it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number.

7. **LAW**

This Instrument shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this Instrument has been duly executed as a deed the day and year first above written

Executed as a Deed by)
NTL UK CableComms)
Holdings Inc)
acting by)

.....
Director