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the original document.

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Signed *S. S. P. Wigginton*

Wiggin and Co. Solicitors SHARE EXCHANGE AGREEMENT No. 3

The Quadrangle, Imperial Square,
Cheltenham, Gloucestershire GL50 1YX

THIS AGREEMENT is made the *16th* day of March 2001

Dated *19/3/01*
BETWEEN:

NOTES



- (1) **FLEXTECH FAMILY CHANNEL LIMITED**, a company incorporated in England and Wales (registered number 2856303) whose registered address is The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1YX (the "Transferor"); and
- (2) **CHELTRADING 284 LIMITED**, a company incorporated in England and Wales (registered number 4125325) whose registered office is at The Quadrangle 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 transaction. The Transferor and the Transferee further hereby give such



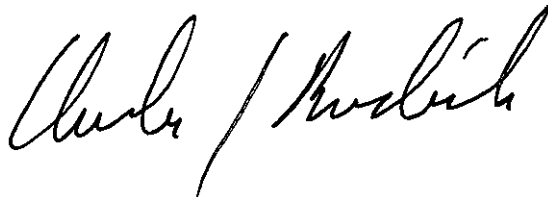
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consents and waivers as are required from them in order to effect the Reorganisation.

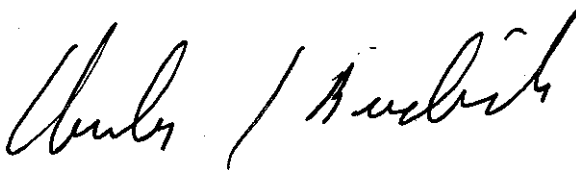
5. This Agreement shall be governed by and construed in accordance with English Law.

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

SIGNED for and on behalf of)
FLEXTECH FAMILY)
CHANNEL LIMITED)
By)



SIGNED for and on behalf of)
CHELTRADING 284 LIMITED)
By)



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")
6,394,000 Ordinary Shares of £1 each	Maidstone Broadcasting	197,000,000 Ordinary Shares of £1 each
Total Consideration Shares		197,000,000 Ordinary Shares of £1 each