



THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION IN WRITING

of

CHANNEL 5 TELEVISION GROUP LIMITED

In accordance with Article 11.4.2 of the Company's Articles of Association, we, being all the members of the Company who would, at the date of this resolution, have been entitled to vote upon it as if it had been proposed at a general meeting at which we were present, pass the following resolution as a special resolution:

THAT the Articles of Association of the Company be altered as follows:

(a) in Article 1.2:

- (i) by omitting the definition of "Funding Commitment" and substituting for it the following definition:

"**Funding Commitment**" means, in relation to any holder of Ordinary Shares, its entire liability (whether conditional or unconditional) to subscribe for Shares or Loan Stock pursuant to the Shareholders Agreements;"

- (ii) by omitting the definition of "Loan Stock" and substituting for it the following definition:

"**Loan Stock**" means the loan stock to be issued by the Company as contemplated by the Subscription and Shareholders Agreement or any other Shareholders Agreement;"

(iii) in the definition of "Ordinary Shares" by omitting the words "the Shareholders' Agreement" and substituting the words "the Subscription and Shareholders Agreement";

(iv) by omitting the definition of "the Shareholders Agreement" and substituting for it the following definition:

"**the Shareholders Agreements**" means any agreements from time to time among the holders of Ordinary Shares in the Company (including, *inter alia*, the Subscription and Shareholders Agreement) and "**Shareholders Agreement**" means any one or more of the Shareholders Agreements;"; and

(v) by inserting the following definition after the definition of "Stapled":

"**the Subscription and Shareholders Agreement**" means the agreement dated 1st May 1995 between (1) the Company, (2) MAG Investments Limited, (3) United Media Holdings Limited (formerly MAI Media UK Limited), (4) Pearson Television Limited, (5) CLT-UFA UK Television Limited, (6) CLT-UFA S.A., (7) Warburg, Pincus Ventures, L.P. and (8) MAI plc as amended and supplemented by a supplemental agreement dated 8th March 1996 and a second supplemental agreement dated 1 April 1998 and as further amended and supplemented from time to time;";

(b) in Articles 3.1.1(iii), 4.1, 9.3.3(ii), 10.1 (in the definition of "Relevant Person"), 10.3.2(ii)(c), 20.1.7 and 20.1.7(d) by omitting the words "the Shareholders' Agreement" each time they appear and substituting for them the words "the Subscription and Shareholders Agreement";

(c) in Articles 9.3.3(iii) and 9.3.7 by omitting the words "the Shareholders' Agreement" and substituting for them the words "the Shareholders Agreements";

(d) in Article 9.1.1(1) by omitting the words "paragraph (a) or (e)" and substituting for them the words "paragraph (a) or (d)"; and

(e) by omitting Article 9.4 and substituting for it the following article:

"9.4 The Directors shall decline to register any transfer of any Ordinary Share, whether or not it is a fully paid Share, which is not made in accordance with these Articles or the Shareholders Agreements".

SIGNATURE: _____

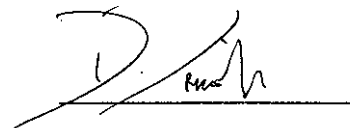
NAME: _____

for and on behalf of

Pearson Television Limited

DATE: _____

SIGNATURE



NAME:

DONNACH O'RIS COLL

for and on behalf of

CLT-UFA UK Television Limited

DATE:

1ST APRIL 1998

SIGNATURE:

NAME:

for and on behalf of

United Television Investments Limited

DATE:

SIGNATURE:

NAME:

for and on behalf of

Warburg, Pincus Ventures, L.P.

DATE:
