

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **June 15, 2005**

LIBERTY GLOBAL, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

(Commission
File Number)

20-2197030

(I.R.S. Employer
Identification No.)

12300 Liberty Boulevard
Englewood, Colorado 80112

(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (720) 875-5800

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

Director Compensation Arrangements

The newly constituted board of directors of Liberty Global, Inc. (“Liberty Global”) held its first board meeting on June 15, 2005. At the meeting, the board ratified the assumption by Liberty Global of the Liberty Global, Inc. 2005 Incentive Plan (f/k/a Liberty Media International, Inc. 2004 Incentive Plan (As Amended and Restated Effective March 9, 2005) (the “Incentive Plan”)) and the Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan (f/k/a Liberty Media International, Inc. 2005 Nonemployee Director Incentive Plan (As Amended and Restated Effective April 1, 2005) (the “Director Plan”)). Summary descriptions of the Incentive Plan and the Director Plan, which are incorporated herein by this reference, are set forth under the heading “Management of LMI — Equity Compensation Plan Information” in the Joint Proxy Statement/Prospectus forming a part of Liberty Global’s Registration Statement on Form S-4 (File No. 333-124583) filed with the Securities and Exchange Commission (“SEC”) and declared effective on May 3, 2005, as amended by Post-Effective Amendment No. 1 thereto on May 5, 2005 (as so amended, the “Liberty Global S-4”).

The Liberty Global board also approved a Compensation Policy for Nonemployee Directors (the “Policy”), which provides for the payment to Liberty Global’s nonemployee directors of annual cash awards, cash fees for attendance at meetings and option grants under the Director Plan. Pursuant to the Policy, on June 15, 2005, options with respect to 10,000 shares of Liberty Global Series A common stock, par value \$.01 per share (“Liberty Global Series A Stock”), were granted to each of Liberty Global’s nonemployee directors: John P. Cole, Jr., John W. Dick, Paul A. Gould, David E. Rapley, Larry E. Romrell, J.C. Sparkman and J. David Wargo. The options vest over three years and will have an exercise price equal to the closing sale price of the Liberty Global Series A Stock on the Nasdaq National Market on June 16, 2005 (which is the first full day of trading in Liberty Global Series A Stock).

Copies of the Incentive Plan, the Director Plan, the form award agreement under the Director Plan and the Policy are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, and incorporated herein by this reference. The foregoing description of the Incentive Plan, the Director Plan, the form award agreement under the Director Plan and the Policy is qualified in its entirety by reference to the full text thereof set forth in Exhibits 10.1, 10.2, 10.3 and 10.4, respectively.

Officer Compensation Arrangements

At the June 15 Liberty Global board meeting, the board determined to maintain the current compensation package applicable to each person who served as an officer of Liberty Media International, Inc. (“LMI”) or UnitedGlobalCom, Inc. (“UGC”) immediately prior to the effective time of the Mergers (as defined in Item 2.01 below), irrespective of any such person’s election as an officer of Liberty Global. The maintenance of such officers’ compensation packages are subject to future action by the Compensation Committee of the Liberty Global board.

Item 2.01 Completion of Acquisition or Disposition of Assets

At 5:01 p.m., New York City time, on June 15, 2005, pursuant to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of January 17, 2005, by and among Liberty Global, LMI, UGC, Cheetah Acquisition Corp., a wholly owned transitory merger subsidiary of Liberty Global (“LMI Merger Sub”), and Tiger Global Acquisition Corp., a wholly owned transitory merger subsidiary of Liberty Global (“UGC Merger Sub”), (i) LMI Merger Sub was merged with and into LMI (the “LMI Merger”) and (ii) UGC Merger Sub was merged with and into UGC (the “UGC Merger”) and together with the LMI Merger, the “Mergers”). As a result of the Mergers, LMI became a direct wholly owned subsidiary of Liberty Global, and UGC became an indirect wholly owned subsidiary of Liberty Global.

In the Mergers, (i) each share of LMI Series A common stock, par value \$.01 per share (“LMI Series A Stock”), was converted into one share of Liberty Global Series A Stock, (ii) each share of LMI Series B common stock, par value \$.01 per share (“LMI Series B Stock”), was converted into one share of Liberty Global Series B common stock, par value \$.01 per share (“Liberty Global Series B Stock”), (iii) each share of UGC Class A common stock, par value \$.01 per share (“UGC Class A Stock”), other than those shares owned by LMI and its wholly owned subsidiaries, was converted into the right to receive, at the option of the holder, either (x) 0.2155 of a share of Liberty Global Series A Stock (plus cash in lieu of any fractional shares) (the “Stock Consideration”) or (y) \$9.58 in cash, subject to proration (the “Cash Consideration”), (iv) each share of UGC Class B common stock, par value \$.01 per share, other than those shares owned by LMI and its wholly owned subsidiaries, was converted into the right to receive, at the option of the holder, either the Stock Consideration or the Cash Consideration, and (v) each share of UGC Class C common stock, par value \$.01 per share, other than those shares owned by LMI and its wholly owned subsidiaries, was converted into the right to receive, at the option of the holder, either the Stock Consideration or the Cash Consideration.

A copy of the Merger Agreement has been incorporated by reference as Exhibit 2.1 hereto and is incorporated herein by this reference. The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement set forth in Exhibit 2.1.

Liberty Global expects to have issued and outstanding approximately 229.6 million shares of Liberty Global Series A Stock and approximately 7.3 million shares of Liberty Global Series B Stock immediately following the Mergers. In addition, Liberty Global expects to distribute aggregate Cash Consideration of approximately \$694.5 million to the former stockholders of UGC. An equivalent amount of cash was borrowed by Liberty Global from its wholly owned subsidiary, LMI, to fund these payments.

The issuance of the Liberty Global Series A Stock and the Liberty Global Series B Stock in the Mergers was registered under the Securities Act of 1933, as amended, pursuant to the Liberty Global S-4. The Joint Proxy Statement/Prospectus of LMI and UGC included in the Liberty Global S-4 contains additional information about the Mergers (including, without limitation, information concerning the interests of directors and executive officers of LMI and UGC in the Mergers, information concerning certain relationships existing among the parties to the Mergers and information concerning the determination of the merger consideration) under the headings “Special Factors,” “Management of LMI” and “Executive Officers, Directors and Principal Stockholders of UGC” and in “Appendix A: Information Concerning Liberty Media International, Inc. — Part 2: Certain Relationships and Related Party Transactions” in the Joint Proxy Statement/Prospectus. Such information is incorporated herein by this reference.

Pursuant to Rule 12g-3(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Liberty Global Series A Stock and Liberty Global Series B Stock is deemed to be registered under Section 12 of the Exchange Act upon the filing of this Current Report on Form 8-K. The Liberty Global Series A Stock and the Liberty Global Series B Stock will begin trading on the Nasdaq National Market under the symbols “LBTYA” and “LBTYB”, respectively, at market open on June 16, 2005. The description of Liberty Global Series A Stock and Liberty Global Series B Stock set forth under the heading “Description of Liberty Global Capital Stock” in the Joint Proxy Statement/Prospectus is incorporated herein by this reference.

LMI Series A Stock, LMI Series B Stock and UGC Class A Stock were registered pursuant to Section 12(g) of the Exchange Act and listed on the Nasdaq National Market. Each of LMI and UGC has delisted its common stock from the Nasdaq National Market and is filing a Form 15 with the SEC to terminate the registration of its common stock under the Exchange Act.

On June 15, 2005, Liberty Global issued a press release announcing the completion of the Mergers. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by this reference. The foregoing description of the press release is qualified in its entirety by reference to the full text of the press release set forth in Exhibit 99.1.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Executive Officers

(c) Appointment of Principal Officers

At the June 15 Liberty Global board meeting, the principal officers of Liberty Global were elected. As contemplated by the Joint Proxy Statement/Prospectus, Michael T. Fries was elected to serve as President and Chief Executive Officer of Liberty Global and will, accordingly, serve as Liberty Global's principal executive officer. Also as contemplated by the Joint Proxy Statement/Prospectus, John C. Malone was elected to serve as Chairman of the Board of Liberty Global. The Liberty Global board of directors also elected Charles H.R. Bracken to serve as Senior Vice President and Co-Chief Financial Officer of Liberty Global and Bernard G. Dvorak to serve as Senior Vice President and Co-Chief Financial Officer of Liberty Global. Mr. Bracken will serve as Liberty Global's principal financial officer, and Mr. Dvorak will serve as Liberty Global's principal accounting officer. Each of Messrs. Fries, Malone, Bracken and Dvorak will serve as officers of Liberty Global until the first annual meeting of Liberty Global's board of directors or until their respective successors have been duly elected and have been qualified, or until their earlier death, resignation, disqualification or removal from office. Biographical and other information concerning Mr. Fries is included in the Joint Proxy Statement/Prospectus under the headings "Management of Liberty Global" and "Executive Officers, Directors and Principal Stockholders of UGC" and is incorporated herein by this reference. Biographical and other information concerning Mr. Malone is included in the Joint Proxy Statement/Prospectus under the headings "Management of Liberty Global" and "Management of LMI" and is incorporated herein by this reference. Biographical and other information concerning Mr. Bracken, who was born on May 26, 1966, is included in the Joint Proxy Statement/Prospectus under the heading "Executive Officers, Directors and Principal Stockholders of UGC" and is incorporated herein by this reference. Information concerning Mr. Bracken's employment agreement with a subsidiary of UGC is set forth below. Biographical and other information concerning Mr. Dvorak is included in the Joint Proxy Statement/Prospectus under the heading "Management of LMI" and is incorporated herein by this reference.

Mr. Bracken is party to an Executive Service Agreement, dated as of December 15, 2004 (the "Service Agreement"), with UPC Services Limited, a subsidiary of UGC ("UPC Services"), in connection with the continued appointment of Mr. Bracken as the Chief Financial Officer of UGC Europe, Inc., a subsidiary of UGC, and a Co-Chief Financial Officer of UGC. The Service Agreement continues until terminated by either party upon six months notice. Pursuant to the Service Agreement, Mr. Bracken's salary is subject to periodic adjustments, and his current salary is £338,690. The Service Agreement may be terminated at any time for cause by UPC Services. Also, UPC Services may terminate Mr. Bracken's employment for any reason upon six months notice. The Service Agreement also provides for a six-month severance payment from the date of termination if he is terminated without cause, provided Mr. Bracken signs a release. In the event Mr. Bracken becomes incapacitated, by reason of injury or ill-health for an aggregate of 130 working days or more in any 12-month period, UPC Services may discontinue future payments under the Service Agreement, in whole or in part, until such incapacitation ceases.

A copy of the Service Agreement has been incorporated by reference as Exhibit 10.5 hereto and is incorporated herein by this reference. The foregoing description of the Service Agreement is qualified in its entirety by reference to the full text of the Service Agreement set forth in Exhibit 10.5

(d) Election of Directors

On June 15, 2005, Liberty Global's board of directors was reconstituted to initially consist of ten directors, divided among three classes. Liberty Global's Class I directors, whose term will expire at the annual meeting of its stockholders in 2006, are Gene W. Schneider, John P. Cole, Jr. and David E. Rapley. Liberty Global's Class II directors, whose term will expire at the annual meeting of its stockholders in 2007, are J. David Wargo, J.C. Sparkman and John W. Dick. Liberty Global's Class III directors, whose term will expire at the annual meeting of its stockholders in 2008, are John C. Malone, Paul A. Gould, Michael T. Fries and Larry E. Romrell. At each annual meeting of Liberty Global stockholders, the successors of that class of directors whose term(s) expire at that meeting shall be elected to hold office for a term expiring at the annual meeting of Liberty Global stockholders held in the third year following the year of their election. The directors of each class will hold office until their respective death, resignation or removal and until their respective successors are elected and qualified. The Joint Proxy Statement/Prospectus includes biographical and other information concerning the directors of Liberty Global under the headings "Management of Liberty Global," "Management of LMI" and "Executive Officers, Directors and Principal Stockholders of UGC" in the Joint Proxy Statement/Prospectus, which information is incorporated herein by this reference.

At the June 15 Liberty Global board meeting, the following board committees were formed: Audit Committee, Compensation Committee, Executive Committee and Nominating and Corporate Governance Committee. Each of Messrs. Dick, Gould and Wargo was appointed to serve on Liberty Global's Audit Committee. Each of Messrs. Cole, Romrell and Sparkman was appointed to serve on Liberty Global's Compensation Committee. Each of Messrs. Fries and Malone was appointed to serve on Liberty Global's Executive Committee. Each of Messrs. Cole, Dick, Gould, Rapley, Romrell, Sparkman and Wargo was appointed to serve on Liberty Global's Nominating and Corporate Governance Committee.

There are no family relationships among any of the foregoing directors or principal officers of Liberty Global.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

In connection with the Mergers, Liberty Global's certificate of incorporation and bylaws were restated in their entirety to read as the forms of Restated Certificate of Incorporation and Bylaws included in the Joint Proxy Statement/Prospectus as Appendices F and G, respectively. The Restated Certificate of Incorporation and the restated Bylaws of Liberty Global are substantially identical to the Restated Certificate of Incorporation and Bylaws of LMI in effect prior to the Mergers. The description of the Restated Certificate of Incorporation and Bylaws of Liberty Global set forth under the heading "Comparison of the Rights of Stockholders of LMI, UGC and Liberty Global" in the Joint Proxy Statement/Prospectus is incorporated herein by this reference. The Restated Certificate of Incorporation and the restated Bylaws of Liberty Global are attached hereto as Exhibits 3.1 and 3.2, respectively, and are incorporated herein by this reference. The foregoing description of the Restated Certificate of Incorporation and the restated Bylaws of Liberty Global is qualified in its entirety by reference to the full text of the Restated Certificate of Incorporation and the restated Bylaws of Liberty Global set forth in Exhibits 3.1 and 3.2, respectively.

Item 8.01 Other Events

In connection with the Mergers, Liberty Global entered into a Second Supplemental Indenture, dated as of June 15, 2005, with UGC and The Bank of New York, as Trustee, (the "Second Supplemental Indenture"), which supplements and amends the Indenture, dated as of April 6, 2004, as amended by the First Supplemental Indenture thereto (as so supplemented, the "Indenture"), under which UGC's 1³/₄% Convertible Senior Notes due April 15, 2024 (the "Senior

Notes”) in the principal amount of €500,000,000 are outstanding. Pursuant to the Second Supplemental Indenture, Liberty Global has agreed to issue and deliver shares of Liberty Global Series A Stock to UGC to fulfill the conversion obligation of UGC under the Senior Notes, under the circumstances specified in the Indenture.

The Second Supplemental Indenture was executed in compliance with Section 12.12 of the Indenture, which required Liberty Global to enter into the Second Supplemental Indenture because, as of and following the effective time of the Mergers, the Senior Notes are convertible into shares of Liberty Global Series A Stock.

The Indenture has been incorporated by reference as Exhibits 99.2 and 99.3 hereto and is incorporated herein by this reference. A copy of the Second Supplemental Indenture is attached hereto as Exhibit 99.4 and incorporated herein by this reference. The foregoing description of the Indenture and the Second Supplemental Indenture is qualified in its entirety by reference to the full text of the Indenture and the Second Supplemental Indenture set forth in Exhibits 99.2, 99.3 and 99.4, respectively.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired

NTL Ireland

Combined Balance Sheets as at March 31, 2005 and December 31, 2004

Combined Statements of Operations for the three months ended March 31, 2005 and 2004

Combined Statements of Cash Flows for the three months ended March 31, 2005 and 2004

Combined Statement of Shareholders' Equity for the three months ended March 31, 2005

Notes to Combined Financial Statements

Report of Independent Auditors

Combined Balance Sheet as at December 31, 2004

Combined Statement of Operations for the year ended December 31, 2004

Combined Statement of Cash Flows for the year ended December 31, 2004

Combined Statement of Shareholders' Equity for the year ended December 31, 2004

Notes to Combined Financial Statements

(b) Pro forma financial information

Liberty Media International, Inc.

Unaudited Condensed Pro Forma Combined Financial Statements

Unaudited Condensed Pro Forma Combined Balance Sheet as of March 31, 2005

Unaudited Condensed Pro Forma Combined Statements of Operations for the three months ended March 31, 2005

Unaudited Condensed Pro Forma Combined Statements of Operations for the year ended December 31, 2004

Notes to Unaudited Condensed Pro Forma Combined Financial Statements

(c) Exhibits.

<u>Exhibit No.</u>	<u>Name</u>
2.1	Agreement and Plan of Merger, dated January 17, 2005, among Liberty Global, Inc. (f/k/a New Cheetah, Inc., “Liberty Global”), Liberty Media International, Inc. (“LMI”), UnitedGlobalCom, Inc. (“UGC”), Cheetah Acquisition Corp. and Tiger Global Acquisition Corp. (incorporated by reference to Exhibit 2.1 to LMI’s Current Report on Form 8-K, dated January 19, 2005 (File No. 000-50671))
3.1	Restated Certificate of Incorporation of Liberty Global, dated June 15, 2005
3.2	Bylaws of Liberty Global
4.1	Specimen certificate for shares of Series A common stock, par value \$.01 per share, of Liberty Global
4.2	Specimen certificate for shares of Series B common stock, par value \$.01 per share, of Liberty Global
10.1	Liberty Global, Inc. 2005 Incentive Plan
10.2	Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan
10.3	Form of Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan Non-Qualified Stock Option Agreement
10.4	Compensation Policy for Nonemployee Directors
10.5	Executive Service Agreement, dated December 15, 2004, between UPC Services Limited and Charles Bracken (incorporated by

reference to Exhibit 10.15 to UGC's Annual Report on Form 10-K, dated March 14, 2005 (File No. 000-496-58))

- 99.1 Liberty Global Press Release, dated June 15, 2005
 - 99.2 Indenture (the "Indenture"), dated as of April 6, 2004, between UGC and The Bank of New York, as Trustee (incorporated by reference to Exhibit 4.1 to UGC's Current Report on Form 8-K, dated April 6, 2004 (File No. 000-496-58))
 - 99.3 First Supplemental Indenture, dated as of May 24, 2005, between UGC and The Bank of New York, as Trustee (incorporated by reference to Exhibit 10.1 to UGC's Current Report on Form 8-K, dated May 31, 2005 (File No. 000-496-58))
 - 99.4 Second Supplemental Indenture, dated as of June 15, 2005, among Liberty Global, UGC and The Bank of New York, as Trustee
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LIBERTY GLOBAL, INC.

Date: June 15, 2005

By: /s/ Leonard P. Stegman

Name: Leonard P. Stegman

Title: Vice President

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NTL IRELAND
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(UNAUDITED)

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NTL IRELAND
CONDENSED COMBINED BALANCE SHEETS AS AT MARCH 31, 2005
AND DECEMBER 31, 2004
(unaudited)
(in thousands)

	<u>March 31, 2005</u>	<u>December 31, 2004</u> (See Note)
Assets		
Current assets		
Cash	€ 6,092	€ 5,593
Accounts receivable — trade, less allowance for doubtful accounts of €5,713 (2005) and €5,576 (2004)	10,267	9,799
Prepaid expenses and other current assets	2,508	1,873
Due from affiliates	42,359	39,292
Total current assets	61,226	56,557
Fixed assets, net	124,847	123,569
Customer lists, net	11,497	13,144
Total assets	<u>€ 197,570</u>	<u>€ 193,270</u>
Liabilities and shareholders' equity		
Current liabilities		
Accounts payable	€ 8,462	€ 9,075
Accrued expenses and other current liabilities	20,143	20,622
Interest payable to affiliates	4,724	3,791
Deferred revenue	17,918	17,279
Notes payable to affiliates	116,708	116,708
Amounts due to affiliates	6,164	5,497
Total current liabilities	174,119	172,972
Other long-term liabilities	3,405	3,405
Commitments and contingent liabilities		
Shareholders' equity		
Share capital	110	110
Additional paid in capital	5,048	5,048
Other reserves	334	334
Accumulated other comprehensive (loss)	(3,059)	(3,059)
Retained earnings	17,613	14,460
Total shareholders' equity	20,046	16,893
Total liabilities and shareholders' equity	<u>€ 197,570</u>	<u>€ 193,270</u>

Note: The balance sheet at December 31, 2004 has been derived from the audited financial statements at that date.

See accompanying notes.

NTL IRELAND
CONDENSED COMBINED STATEMENTS OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 2005 AND 2004
(unaudited)
(in thousands)

	Three months ended March 31,	
	2005	2004
Revenue	€ 27,657	€ 25,682
Costs and expenses		
Operating costs (exclusive of depreciation shown separately below)	(10,092)	(9,089)
Selling, general and administrative expenses	(8,770)	(8,275)
Depreciation	(3,055)	(2,725)
Amortization	(1,183)	(1,182)
	<u>(23,100)</u>	<u>(21,271)</u>
Operating income	4,557	4,411
Other income (expense)		
Interest income and other, net	8	67
Interest expense	(1,000)	(943)
Foreign currency transaction gains (losses)	52	(15)
	<u>3,617</u>	<u>3,520</u>
Income before income taxes	3,617	3,520
Income tax expense	(464)	(517)
Net income	<u>€ 3,153</u>	<u>€ 3,003</u>

See accompanying notes.

NTL IRELAND
CONDENSED COMBINED STATEMENTS OF CASH FLOWS
FOR THE THREE MONTHS ENDED MARCH 31, 2005 AND 2004
(unaudited)
(in thousands)

	Three months ended March 31,	
	2005	2004
Operating Activities:		
Net income	€ 3,153	€ 3,003
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	4,238	3,907
Deferred income taxes	464	517
Changes in operating assets and liabilities, net		
Accounts receivable	(468)	(780)
Prepaid expenses and other current assets	(3,689)	(395)
Accounts payable	(604)	(5,689)
Accrued expenses and other current liabilities	188	(108)
Deferred revenue	640	1,170
Amounts due from affiliates	932	(144)
Net cash provided by operating activities	4,854	1,481
Investing activities		
Purchase of fixed assets	(4,355)	(3,781)
Net cash (used in) investing activities	(4,355)	(3,781)
Financing activities		
Net cash provided by financing activities	—	—
Increase (decrease) in cash	499	(2,300)
Cash at beginning of period	5,593	20,375
Cash at end of period	€ 6,092	€ 18,075

See accompanying notes.

NTL IRELAND
CONDENSED COMBINED STATEMENT OF SHAREHOLDERS' EQUITY
FOR THE THREE MONTHS ENDED MARCH 31, 2005
(unaudited)
(in thousands)

	<u>Share Capital</u>	<u>Additional Paid-In Capital</u>	<u>Other Reserves</u>	<u>Comprehensive Income</u>	<u>Pension Liability Adjustments</u>	<u>Retained Earnings</u>
Balance, December 31, 2004	€ 110	€ 5,048	€ 334		(€3,059)	€ 14,460
Comprehensive income (loss):						
Net income for the three months ended March 31, 2005	—	—		€ 3,153	—	3,153
				<u>€ 3,153</u>		
Balance, March 31, 2005	<u>€ 110</u>	<u>€ 5,048</u>	<u>€ 334</u>		<u>(€3,059)</u>	<u>€ 17,613</u>

See accompanying notes.

NTL IRELAND
 NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS
 MARCH 31, 2005
 (unaudited)
 (amounts in thousands)

Note 1— Organization

NTL Ireland comprises the consolidated financial statements of NTL Communications (Ireland) Limited and its subsidiaries combined with the financial statements of NTL Irish Networks Limited. In addition certain assets that are owned by NTL Incorporated, or NTL, that are used by NTL Ireland, and costs and expenses of services provided by NTL have been reflected in these condensed combined financial statements in accordance with Staff Accounting Bulletin No. 54 (SAB 54). NTL Communications (Ireland) Limited and NTL Irish Networks Limited are companies incorporated in the Republic of Ireland and are indirect wholly-owned subsidiaries of NTL.

Note 2—Basis of Presentation

Basis of Presentation

The accompanying financial statements have been prepared on the basis described in Note 1 and intercompany accounts and transactions have been eliminated.

The accompanying unaudited condensed combined financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three months ended March 31, 2005 are not necessarily indicative of the results that may be expected for the year ending December 31, 2005. For further information refer to the combined financial statements and footnotes thereto for the year ended December 31, 2004.

In accordance with SAB 54, the impact of NTL's operations as a debtor-in-possession and its subsequent emergence from Chapter 11 and adoption of fresh-start reporting in accordance with the American Institute of Certified Accountants Statement of Position 90-7, *Financial Reporting by Entities in Reorganization Under the Bankruptcy Code* has been reflected in these financial statements. Additionally, both the assets owned by NTL and costs and expenses of services provided by NTL, have been allocated to NTL Ireland based on specific identification. When specific identifications was not practicable, the allocation of expenses was done on a basis that, in the opinion of management was reasonable.

Note 3—Fixed Assets

	Estimated Useful Life	March 31, 2005	December 31, 2004
Operating equipment			
Cable distribution plant	8 - 30 years	€ 93,221	€ 92,470
Switches and headends	8 - 10 years	10,787	10,787
Customer premises equipment	5 - 10 years	36,482	33,365
Total operating equipment		140,490	136,622
Other equipment			
Buildings	30 years	249	249
Leasehold improvements	20 years or, if less, the lease term	3,891	3,891
Computer infrastructure	3 - 5 years	10,525	10,369
Other equipment	5 - 12 years	1,090	1,114
Total other equipment		15,755	15,623
		156,245	152,245
Accumulated depreciation		(37,937)	(34,906)
		118,308	117,339
Construction in progress		6,539	6,230
		€ 124,847	€ 123,569

NTL IRELAND
NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (continued)
MARCH 31, 2005
(unaudited)
(amounts in thousands)

Note 4—Intangible Assets**Customer Lists**

	<u>Estimated Useful Life</u>	<u>March 31, 2005</u>	<u>December 31, 2004</u>
Customer lists	5 years	€ 22,136	€ 22,600
Accumulated amortization		(10,639)	(9,456)
Non-compete agreements		<u>€ 11,497</u>	<u>€ 13,144</u>

Estimated aggregate amortization expense for each of the five succeeding fiscal years from December 31, 2004 is as follows: €3,983 in 2005, €3,983 in 2006, €3,983 in 2007, €1,195 in 2008 and €nil in 2009.

Note 5—Fair Values of Financial Instruments

NTL Ireland in estimating its fair value disclosures for financial instruments used the following methods and assumptions:

Cash: The carrying amounts reported in the combined balance sheets approximate fair value.

Notes payable to affiliates: The carrying amounts of the notes payable to affiliates approximate their fair values.

The carrying amounts and fair values of NTL Ireland's financial instruments are as follows:

	<u>March 31, 2005</u>		<u>December 31, 2004</u>	
	<u>Carrying Amount</u>	<u>Fair Value</u>	<u>Carrying Amount</u>	<u>Fair Value</u>
Cash	€ 6,092	€ 6,092	€ 5,593	€ 5,593
Notes payable to affiliates	116,708	116,708	116,708	116,708

NTL IRELAND
NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (continued)
MARCH 31, 2005
(unaudited)
(amounts in thousands)

Note 6—Employee Benefit Plans

Effective December 31, 2003, we adopted FASB Statement No. 132 (revised 2003), *Employers' Disclosures about Pensions and Other Postretirement Benefits*. This standard requires the disclosure of the components of net periodic benefit cost recognized during interim periods.

Components of Net Periodic Benefit Costs

	Three months ended March 31,	
	2005	2004
Service costs	77	93
Interest costs	104	125
Expected return on plan assets	(91)	(135)
Amortization of losses	39	10
Amortization of prior service costs	—	—
Recognized actuarial loss	—	—
Net periodic benefit costs	129	93

Employer Contributions

We previously disclosed in our financial statements for the year ended December 31, 2004, that we expected to contribute €473 to our pension plans in 2005. For the three months ended March 31, 2005 we contributed €187 to our pension plans. We anticipate contributing an additional €398 to fund our pension plans in 2005 for a total of €585 .

Note 7—Comprehensive Income

Comprehensive income comprises (in thousands) (unaudited):

	Three months ended March 31,	
	2005	2004
Net income for period	€ 3,153	€ 3,003
Currency translation adjustment	—	—
Net unrealized gains on derivatives	—	—
Pension liability adjustment	—	—
Comprehensive income	€ 3,153	€ 3,003

Note 8—Commitments and Contingent Liabilities

At March 31, 2005, NTL Ireland was committed to pay approximately €6,705 for equipment and services. The aggregate amount of the fixed and determinable portion of these obligations for the succeeding five fiscal years is as follows:

Year ended March 31	
2006	€ 3,320
2007	3,385
2008	—
2009	—
2010	—
Thereafter	—
	€ 6,705

NTL Ireland is involved in certain disputes and litigation arising in the ordinary course of our business. None of these matters are expected to have a material adverse effect on NTL Ireland's financial position, results of operations or cash flows.

NTL IRELAND
NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (continued)
MARCH 31, 2005
(unaudited)
(amounts in thousands)

Note 9—Related Party Transactions

NTL Ireland comprises indirect wholly-owned subsidiaries of NTL. NTL charges NTL Ireland for interconnect costs and other related expenses. The following information summarizes NTL Ireland's significant related party transactions:

	<u>Three months ended</u>	
	<u>March 31,</u>	
	<u>2005</u>	<u>2004</u>
Charged to NTL Ireland	€ 350	€ 715

Intercompany interest is charged to NTL Ireland by NTL and its affiliates based on intercompany debt balances. Intercompany interest expense is calculated using a weighted average interest rate of external borrowings by NTL and its affiliates.

The following information summarizes the amounts due to NTL and its affiliates:

	<u>March 31,</u>	<u>December 31,</u>
	<u>2005</u>	<u>2004</u>
Amounts due from affiliates	€ 42,359	€ 39,292
Accrued interest	4,724	3,791
Amounts due to affiliates	6,164	5,497
Notes payable to affiliates	116,708	116,708

Note 10—Subsequent Event

On May 9, 2005 NTL sold NTL Ireland to Morgan Stanley Irish Cable Holdings BV and affiliates of Morgan Stanley & Co. International Ltd for an aggregate purchase price of €325 million subject to a post closing adjustment.

NTL IRELAND

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REPORT OF INDEPENDENT AUDITORS

To the Shareholders of NTL Ireland

We have audited the accompanying combined balance sheet of NTL Ireland (the companies listed in Note 1) as of December 31, 2004 and the related combined statements of operations, shareholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the companies' management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the companies' internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the companies' internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined financial position of NTL Ireland at December 31, 2004 and the combined results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

Ernst & Young
Dublin, Ireland
May 6, 2005

NTL IRELAND
COMBINED BALANCE SHEET
AS AT DECEMBER 31, 2004
(in thousands)

Assets	
Current assets	
Cash	€ 5,593
Accounts receivable — trade, less allowance for doubtful accounts of €5,576	9,799
Prepaid expenses and other current assets	1,873
Due from affiliates	39,292
Total current assets	56,557
Fixed assets, net	123,569
Customer lists, net	13,144
Total assets	€ 193,270
Liabilities and shareholders' equity	
Current liabilities	
Accounts payable	€ 9,075
Accrued expenses and other current liabilities	20,622
Interest payable to affiliates	3,791
Deferred revenue	17,279
Notes payable to affiliates	116,708
Amounts due to affiliates	5,497
Total current liabilities	172,972
Other long-term liabilities	3,405
Commitments and contingent liabilities	
Shareholders' equity	
Share capital	110
Additional paid in capital	5,048
Other reserves	334
Accumulated other comprehensive (loss)	(3,059)
Retained earnings	14,460
Total shareholders' equity	16,893
Total liabilities and shareholders' equity	€ 193,270

See accompanying notes.

NTL IRELAND

COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2004
(in thousands)

Revenue	€ 106,458
Costs and expenses	
Operating costs (exclusive of depreciation shown separately below)	(36,566)
Selling, general and administrative expenses	(34,338)
Depreciation	(11,482)
Amortization	<u>(4,728)</u>
	<u>(87,114)</u>
Operating income	19,344
Other income (expense)	
Interest income and other, net	2,042
Interest expense	(3,791)
Foreign currency transaction (losses) gains	<u>61</u>
Income before income taxes	17,656
Income tax (expense)	<u>(2,593)</u>
Net income	<u>€ 15,063</u>

See accompanying notes.

NTL IRELAND

COMBINED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2004
(in thousands)

Operating Activities:	
Net income	€ 15,063
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	16,210
Deferred income taxes	2,460
Changes in operating assets and liabilities, net	
Accounts receivable	3,174
Prepaid expenses and other current assets	679
Accounts payable	(1,723)
Accrued expenses and other current liabilities	(3,465)
Deferred revenue	1,238
Amounts due from affiliates	6,037
Net cash provided by operating activities	<u>39,673</u>
Investing activities	
Purchase of fixed assets	(16,652)
Proceeds from disposal of tangible fixed assets	2,103
Net cash (used in) investing activities	<u>(14,549)</u>
Financing activities	
Amounts paid to affiliates	(39,906)
Net cash used in financing activities	<u>(39,906)</u>
(Decrease) in cash	(14,782)
Cash at beginning of year	20,375
Cash at end of year	<u>€ 5,593</u>
Supplemental disclosure of cash flow information	
Cash paid during the year for interest exclusive of amounts capitalized	€ 1,086
Income taxes paid	18

See accompanying notes.

NTL IRELAND

COMBINED STATEMENT OF SHAREHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2004
(in thousands)

	<u>Share Capital</u>	<u>Additional Paid-In Capital</u>	<u>Other Reserves</u>	<u>Comprehensive Income (Loss)</u>	<u>Pension Liability Adjustments</u>	<u>Retained Earnings</u>
Balance, December 31, 2003	€ 110	€ 5,048	€ 334		(€588)	(€603)
Comprehensive income (loss):						
Net income for the year ended December 31, 2004	—	—		€ 15,063	—	15,063
Pension liability adjustment	—	—		(2,471)	(2,471)	—
				<u>€ 12,592</u>		
Balance, December 31, 2004	<u>€ 110</u>	<u>€ 5,048</u>	<u>€ 334</u>		<u>(€3,059)</u>	<u>€ 14,460</u>

See accompanying notes

NTL IRELAND

NOTES TO COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2004

(amounts in thousands)

1. Organization and Business

NTL Ireland comprises the consolidated financial statements of NTL Communications (Ireland) Limited and its subsidiaries combined with the financial statements of NTL Irish Networks Limited. In addition certain assets that are owned by NTL Incorporated, or NTL, that are used by NTL Ireland, and costs and expenses of services provided by NTL have been reflected in these combined financial statements in accordance with Staff Accounting Bulletin No. 54 (SAB 54). NTL Communications (Ireland) Limited and NTL Irish Networks Limited are companies incorporated in the Republic of Ireland and are indirect wholly-owned subsidiaries of NTL.

NTL Ireland offers digital and analogue television to homes in its network areas of Dublin, Waterford and Galway and broadband in parts of Dublin. In addition, NTL Ireland also offers a full range of business telecommunications services including, voice data and internet products.

2. Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States on the basis described in Note 1.

Intercompany accounts and transactions have been eliminated.

In accordance with SAB 54, the impact of NTL's operations as a debtor-in-possession and its subsequent emergence from Chapter 11 and adoption of fresh-start reporting in accordance with the American Institute of Certified Accountants Statement of Position 90-7, *Financial Reporting by Entities in Reorganization Under the Bankruptcy Code* has been reflected in these financial statements. Additionally, both the assets owned by NTL and costs and expenses of services provided by NTL, have been allocated to NTL Ireland based on specific identification. When specific identification was not practicable, the allocation of expenses was done on a basis that, in the opinion of management was reasonable.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Such estimates and assumptions impact, among others, the following: the amount of uncollectible accounts, pension expense and pension funding requirements, costs for interconnection, the amount of costs to be capitalized in connection with the construction and installation of NTL Ireland's network and facilities, and the computation of NTL Ireland's income tax expense and liability. Actual results could differ from those estimates.

Fair Values

NTL Ireland has determined the estimated fair value amounts presented in these financial statements using available market information and appropriate methodologies. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. The estimates presented in these combined financial statements are not necessarily indicative of the amounts that NTL Ireland could realize in a current market exchange. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts. NTL Ireland has based these fair value estimates on pertinent information available to it as of December 31, 2004.

Foreign Currency Translation

The functional and reporting currency is the euro. Transactions denominated in foreign currencies are recorded at the rate ruling at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated to euro at the rate ruling at the balance sheet date. Foreign currency gains and losses are recorded in the statement of operations.

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

Trade Receivables

NTL Ireland's trade receivables are stated at outstanding principal balance, net of allowance for doubtful accounts. Allowances for doubtful accounts are estimated based on the current aging of trade receivables, prior collection experience and future expectations of conditions that might impact recoverability. The allowance for doubtful accounts is € 5,576 at December 31, 2004.

Concentrations of Credit Risk

NTL Ireland's financial instruments that are exposed to concentrations of credit risk consist primarily of trade receivables. Concentrations of credit risk with respect to trade receivables are limited because of the large number of customers. NTL Ireland performs periodic credit evaluations of its business customers' financial condition and generally does not require collateral. At December 31, 2004, NTL Ireland did not have significant credit risk concentrations. No single group or customer represents greater than 10% of total accounts receivable.

Fixed Assets

Fixed assets, net totaled €123,569 representing 63.9% of total assets at December 31, 2004. In accordance with SOP 90-7, upon NTL's emergence from Chapter 11 reorganization, NTL Ireland adopted fresh-start reporting as of January 1, 2003. Pursuant to fresh-start reporting, the carrying values of fixed assets were adjusted to their reorganization values, which were equivalent to their estimated fair values. These adjusted carrying values became the revised cost basis of NTL Ireland's fixed assets at January 1, 2003. Fixed assets, net, were written down by €35,675 to reflect this adjustment.

The cost of fixed assets includes amounts capitalized for labor and overhead expended in connection with the design and installation of NTL Ireland's operating network equipment and facilities. Costs associated with initial customer installations, additions of network equipment necessary to enable enhanced services, acquisition of additional fixed assets and replacement of existing fixed assets are capitalized. The costs of reconnecting the same service to a previously installed premise are charged to expense in the period incurred. Costs for repairs and maintenance are charged to expense as incurred.

Labor and overhead costs directly related to the construction and installation of fixed assets, including payroll and related costs of some employees and related rent and other occupancy costs, are capitalized. The payroll and related costs of some employees that are directly related to construction and installation activities are capitalized based on specific time devoted to these activities where identifiable. In cases where the time devoted to these activities is not specifically identifiable, NTL Ireland capitalizes costs based upon estimated allocations.

Depreciation is computed by the straight-line method over the estimated useful lives of the assets.

Intangible Assets

Intangible assets include customer lists. Customer lists represent the value attributable to the customer base following the adoption of fresh-start accounting. Customer lists are amortized on a straight-line basis over the period in which NTL Ireland expects to derive benefits, which is principally five years.

Asset Retirement Obligations

NTL Ireland accounts for obligations associated with the retirement of tangible long-lived assets and the related asset retirement costs in accordance with FASB Statement No. 143, *Accounting for Asset Retirement Obligations* (FAS 143).

NTL Ireland accrues for the liability in respect of dilapidation on its leasehold properties over the term of the lease in accordance with FASB Statement No. 13, *Accounting for Leases*.

Impairment of Long-Lived Assets

Long-lived assets, including fixed assets and amortizable definite lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. NTL Ireland assesses the recoverability of

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

the carrying value of long-lived assets, by first grouping its long-lived assets with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities (the asset group) and, secondly, estimating the undiscounted future cash flows that are directly associated with and expected to arise from the use of and eventual disposition of such asset group. NTL Ireland estimates the undiscounted cash flows over the remaining useful life of the primary asset within the asset group. If the carrying value of the asset group exceeds the estimated undiscounted cash flows, NTL Ireland records an impairment charge to the extent the carrying value of the long-lived asset exceeds its fair value. NTL Ireland determines fair value through quoted market prices in active markets or, if quoted market prices are unavailable, through the performance of internal analysis of discounted cash flows or external appraisals. The undiscounted and discounted cash flow analyses are based on a number of estimates and assumptions, including the expected period over which the asset will be utilized, projected future operating results of the asset group, discount rate and long-term growth rate.

As of December 31, 2004, NTL Ireland reviewed its long-lived assets for impairment and determined that there was no impairment of NTL Ireland's long-lived assets as of December 31, 2004.

Revenue Recognition

NTL Ireland recognizes revenue only when it is realized or realizable and earned. NTL Ireland recognizes revenue when all of the following are present:

- Persuasive evidence of an arrangement exists between NTL Ireland and its customers;
- Delivery has occurred or the services have been rendered;
- The price for the service is fixed or determinable; and
- Collectibility is reasonably assured.

Revenues are invoiced and recorded as part of a periodic billing cycle, and are recognized as the services are provided. At the end of each period, adjustments are recorded to defer revenue relating to services billed in advance and to accrue for earned but unbilled services.

- *Telephone, cable television and internet revenues* are recognized as the services are provided to customers.
- *Bundled services revenue* is recognized at the time the services are provided to the customer or the performance of all of the services have been completed. NTL Ireland applies the provisions of EITF No 00-21, *Accounting for revenue arrangements with multiple deliverables* to assess whether the components of the bundled services should be recognized separately.
- *Installation revenues* NTL Ireland applies the provisions of FASB Statement No. 51, *Financial Reporting by Cable Television Companies* in relation to connection and activation fees for cable television, as well as telephone and internet services, on the basis that NTL Ireland markets and maintains a unified fiber network through which NTL Ireland provides all of these services. Installation revenues are recognized at the time the installation has been completed to the extent that those fees are less than direct selling costs. Installation fees in excess of direct selling costs are deferred and amortized over the expected life of the customer's connection.
- *Rental revenue* in respect of line rentals and rental of equipment provided to customers is recognized on a straight-line basis over the term of the rental agreement.

Advertising Expense

NTL Ireland charges the cost of advertising to expense as incurred. Advertising costs were €1,671 in 2004.

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

Pensions

NTL Ireland accounts for its defined benefit pension plan using FASB Statement No. 87, *Employer's Accounting for Pensions* (FAS 87) and the disclosure rules under FASB Statement No. 132 (revised), *Employers Disclosures about Pensions and Other Postretirement Benefits, an Amendment of FASB Statements 87, 88 and 106*. Under FAS 87, pension expense is recognized on an accrual basis over employees' approximate service periods. Pension expense calculated under FAS 87 is generally independent of funding decisions or requirements. NTL Ireland recognized expense for its defined benefit pension plans of €353 in 2004.

The fair value of NTL Ireland's pension plans' assets was €7,776 at December 31, 2004. NTL Ireland contributed €437 in cash to its defined benefit pension plans in 2004.

The calculation of pension expense and NTL Ireland's pension liability requires the use of a number of assumptions. Changes in these assumptions can result in different expense and liability amounts, and future actual experience can differ from the assumptions. NTL Ireland believes that the two most critical assumptions are the expected long-term rate of return on plan assets and the assumed discount rate.

When calculating pension expense for 2004, NTL Ireland assumed that its plans' assets would generate a long-term rate of return of 7.9%. NTL Ireland determines its expected long-term rate of return assumption based on historical experience and by evaluating input from the trustee managing the plan's assets, including the trustee's review of asset class return expectations by several consultants and economists as well as long-term inflation assumptions. NTL Ireland's expected long-term rate of return on plan assets is based on a target allocation of assets, which is based on its goal of earning the highest rate of return while maintaining risk at acceptable levels. The plan strives to have assets sufficiently diversified so that adverse or unexpected results from one security class will not have an unduly detrimental impact on the entire portfolio.

NTL Ireland discounted its future pension obligations using a rate of 4.8% at December 31, 2004. NTL Ireland determined the appropriate discount rate based on the current rates earned on long-term bonds that receive one of the two highest ratings given by a recognized rating agency. The pension liability and future pension expense both increase as the discount rate is reduced.

At December 31, 2004, NTL Ireland has unrecognized actuarial losses of € 4,415. These losses will be recognized as a component of pension expense in future years.

Future changes in plan asset returns, assumed discount rates and various other factors related to the participants in NTL Ireland's pension plans will impact its future pension expense and liabilities. NTL Ireland cannot predict with certainty what these factors will be in the future.

Income Taxes

NTL Ireland provides for income taxes in accordance with FASB Statement No. 109, *Accounting for income taxes*. Judgment is required in determining NTL Ireland's provision for income taxes, deferred tax assets and liabilities and the extent to which deferred tax assets can be recognized. NTL Ireland recognizes deferred tax assets only if it is more likely than not that sufficient taxable income will be available in the future against which the temporary differences and unused tax losses can be utilized. NTL Ireland has considered future taxable income and tax planning strategies in assessing whether deferred tax assets should be recognized.

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

3. Fixed Assets

Fixed assets at December 31, 2004 consist of:

	<u>Estimated Useful Life</u>		
Operating equipment			
Cable distribution plant	8 - 30 years	€	92,470
Switches and headends	8 - 10 years		10,787
Customer premises equipment	5 - 10 years		<u>33,365</u>
Total operating equipment			136,622
Other equipment			
Buildings	30 years		249
Leasehold improvements	20 years or, if less, the lease term		3,891
Computer infrastructure	3 - 5 years		10,369
Other equipment	5 - 12 years		<u>1,114</u>
Total other equipment			<u>15,623</u>
			152,245
Accumulated depreciation			<u>(34,906)</u>
			117,339
Construction in progress			<u>6,230</u>
		€	<u>123,569</u>

4. Customer lists

	<u>Estimated useful life</u>	
Cost	5 years	€ 22,600
Accumulated amortization		<u>(9,456)</u>
		<u>€ 13,144</u>

Estimated aggregate amortization expense for each of the five succeeding fiscal years from December 31, 2004 is as follows: €3,983 in 2005, €3,983 in 2006, €3,983 in 2007, €1,195 in 2008 and €nil in 2009.

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

5. Leases

Future minimum annual payments under operating leases at December 31, 2004 are as follows. The table reflects NTL Ireland's contractual obligations.

Year ended December 31:	
2005	€ 5,110
2006	3,975
2007	3,821
2008	3,434
2009	3,085
Thereafter	42,467
Total minimum lease payments	<u>€ 61,892</u>

Leases for buildings, offices space and equipment extend through 2033. Total rental expense for the year ended December 31, 2004, under operating leases was €5,341.

6. Fair Values of Financial Instruments

NTL Ireland in estimating its fair value disclosures for financial instruments used the following methods and assumptions:

Cash: The carrying amounts reported in the combined balance sheet approximate fair value.

Notes payable to affiliates: The carrying amounts of the notes payable to affiliates approximate their fair values.

The carrying amounts and fair values of NTL Ireland's financial instruments at December 31, 2004 are as follows:

	<u>Carrying Amount</u>	<u>Fair Value</u>
Cash and cash equivalents	€ 5,593	€ 5,593
Note payable to affiliates	116,708	116,708

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

7. Employee Benefit Plans

NTL Ireland operates a defined benefit pension plan in the Republic of Ireland. The assets of the Plan are held separately from those of NTL Ireland and are invested in specialized portfolios under the management of an investment group. The pension cost is calculated using the projected unit method. NTL Ireland's policy is to fund amounts to the defined benefit plans necessary to comply with the funding requirements as prescribed by the laws and regulations in the Republic of Ireland.

NTL Ireland's defined benefit pension plan uses a measurement date of December 31:

Obligations and Funded Status

Change in projected Benefit Obligation

Benefit obligation at beginning of year	€ 8,425
Service cost	372
Interest cost	501
Members' contributions	157
Actuarial losses	3,168
Benefits paid	(86)
Benefit obligation at end of year	<u>€ 12,537</u>

Change in plan assets

Fair value of plan assets at beginning of year	€ 6,705
Actual return on plan assets	563
Employer contributions	437
Members' contributions	157
Benefits paid	(86)
Fair value of plan assets at end of year	<u>€ 7,776</u>

Funded status	(€4,761)
Unrecognized net losses	4,415
Net amount recognized	<u>(€346)</u>

Amounts recognized in the statement of financial position consist of:

Accrued benefit liability	(€3,405)
Accumulated other comprehensive loss	3,059
Net amount recognized	<u>(€346)</u>

The accumulated benefit obligation for the defined benefit plan was €11,181 at December 31, 2004.

Information for pension plans with an accumulated benefit obligation in excess of plan assets

Accumulated benefit obligation	€ 11,181
Fair value of plan assets	7,776

Information for pension plans with a projected benefit obligation in excess of plan assets

Projected benefit obligation	€ 12,537
Fair value of plan assets	7,776

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

Components of Net Periodic Benefit Costs**Change in projected Benefit Obligation**

Service cost	€ 372
Interest cost	501
Expected return on plan assets	(549)
Recognized actuarial loss	29
Benefit obligation at end of year	<u>€ 353</u>

Additional Information

Increase in minimum liability included in other comprehensive income	€ 2,471
--	---------

Assumptions

Weighted-average assumptions used to determine benefit obligations

Discount rate	4.80%
Rate of compensation increase	4.00%

Weighted-average assumptions used to determine net periodic benefit costs

Discount rate	6.00%
Expected long-term rate of return on plan assets	7.90%
Rate of compensation increase	4.00%

Where investments are held in bonds and cash, the expected long-term rate of return is taken to be yields generally prevailing on such assets at the measurement date. The higher rate of return is expected on equity investments, which is based more on realistic future expectations than on the returns that have been available historically. The overall expected long-term rate on assets is then the average of these rates taking into account the underlying assets portfolios of the pension plans.

Plan Assets

NTL Ireland's pension plan weighted-average assets allocations at December 31, 2004 by asset category are as follows:

Asset category	
Equity securities	75.3%
Debt securities	14.3%
Real estate	7.1%
Cash	3.3%
	<u>100.0%</u>

The trustees of the plan have in place an agreement with the investment managers that targets an allocation of 64% equities and 36% bonds and cash at December 31, 2004. Deviations from these central targets are permitted from time to time. Because the plan is now closed to new entrants, the investment strategy is moving towards a higher proportion of bonds over time to reflect the steadily maturing profile of liabilities.

There were no shares of NTL's common stock included in the Equity Securities at December 31, 2004.

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

Cash flows**Contributions**

At December 31, 2004, all of NTL Ireland's pension plans have projected benefit obligations exceeding plan assets totaling €4,761. NTL Ireland will need to fund these deficits in accordance with the laws and regulations of the Republic of Ireland. NTL Ireland expects to contribute a total of approximately €473 during 2005.

Estimated Future Benefit Payments

The benefits expected to be paid out of the pension plans in total are set out below for each of the next five years and the following five years in aggregate. The benefits expected to be paid are based on the same assumptions used to measure NTL Ireland's benefit obligation at December 31, 2004 and include estimated future employee services.

2005	€ 97
2006	€ 111
2007	€ 133
2008	€ 144
2009	€ 161
Years 2010 – 2014	€ 1,310

Defined Contribution Pension Plans

NTL Ireland's subsidiaries operate defined contribution pension plans in the UK and Republic of Ireland. NTL Ireland's expense in relation to these plans was €9 for the year ended December 31, 2004.

8. Income Taxes

The expense (benefit) for income taxes for the year ended December 31, 2004 consists of the following:

Current	€ 133
Deferred	2,460
	<u>€ 2,593</u>

NTL Ireland's current tax expense relates to capital gain not covered by net operating losses. The deferred tax expense relates to the use of deferred tax assets that were covered by a valuation allowance that existed as of January 10, 2003.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of deferred tax liabilities and assets as at December 31, 2004 are as follows:

Deferred tax liabilities:	
Intangibles	€ 1,951
Depreciation and amortization	5,983
Total deferred tax liabilities	7,934
Deferred tax assets:	
Net operating losses	8,746
Purchase accounting liabilities	428
Total deferred tax assets	9,174
Valuation allowance for deferred tax assets	(1,240)
Net deferred tax assets	7,934
Net deferred tax liabilities	<u>€ —</u>

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

At December 31, 2004, NTL Ireland had a valuation allowance against its deferred tax assets to the extent it was not more likely than not that such assets would be realized in the future. To the extent NTL Ireland realizes a benefit attributable to the valuation allowance that existed as of January 10, 2003, such benefit would reduce intangible assets existing at that date, then be credited to paid in capital. Substantially all of the valuation allowance at December 31, 2004 would be treated in this way. In 2004, NTL Ireland recognized such a benefit to the extent of €2,460 resulting in a deferred tax expense and a reduction in customer lists of this amount.

On the adoption of Fresh Start reporting, adjustments were made to NTL Ireland's deferred tax balance. The net effect of these adjustments was to reduce the deferred tax liability to €nil.

At December 31, 2004, NTL Ireland had net operating loss carryforwards of approximately €70 million that have no expiration date. Pursuant to Irish law, these losses are only available to offset income of the same type that generated the loss.

The reconciliation of income taxes computed at Irish statutory rates to income tax expense for the year ended December 31, 2004 is as follows:

Expense at Irish statutory rate (12.5%)	€ 2,207
Effects of:	
Expenses not deductible for tax purposes	261
Income taxable at higher rates	125
	<u>€ 2,593</u>

9. Related Party Transactions

NTL Ireland comprises indirect wholly-owned subsidiaries of NTL. NTL charges NTL Ireland for interconnect costs and other related expenses. The following information summarizes NTL Ireland's significant related party transactions for the year ended December 31, 2004:

Charged to NTL Ireland € 4,325

Intercompany interest is charged to NTL Ireland by NTL and its affiliates based on intercompany debt balances. Intercompany interest expense is calculated using a weighted average interest rate of external borrowings by NTL and its affiliates.

The following information summarizes the amounts due to NTL and its affiliates as of December 31, 2004:

Amounts due from affiliates	€ 39,292
Accrued interest	3,791
Amounts due to affiliates	5,497
Notes payable to affiliates	116,708

NTL IRELAND
NOTES TO COMBINED FINANCIAL STATEMENTS (continued)
DECEMBER 31, 2004
(amounts in thousands)

10. Commitments and Contingent Liabilities

At December 31, 2004, NTL Ireland was committed to pay approximately € 7,129 for equipment and services. The aggregate amount of the fixed and determinable portions of these obligations for the succeeding five fiscal years is as follows:

Year ended December 31:	
2005	€ 2,999
2006	4,130
2007	—
2008	—
2009	—
	<u>€ 7,129</u>

NTL Ireland is involved in certain disputes and litigation arising in the ordinary course of its business. None of these matters are expected to have a material adverse effect on NTL Ireland's financial position, results of operations or cash flows.

LIBERTY GLOBAL, INC.
UNAUDITED CONDENSED PRO FORMA COMBINED FINANCIAL STATEMENTS

General

The accompanying unaudited condensed pro forma combined financial statements reflect the pro forma effects of (i) the mergers (the LMI/UGC Mergers) completed on June 15, 2005, whereby Liberty Global, Inc. (Liberty Global) acquired all of the capital stock of UGC that LMI did not already own and LMI and UGC became wholly owned subsidiaries of Liberty Global, (ii) the July 1, 2004 acquisition of Suez-Lyonnaise Télécom SA (Noos), (iii) the April 1, 2005 acquisition of the remaining 19.9% minority interest in UPC Broadband France SAS (UPC Broadband France), (iv) the January 1, 2005 consolidation of LMI/Sumisho Super Media LLC (Super Media) and Jupiter Telecommunications Co., Ltd. (J:COM), (v) the April 29, 2005 sale of LMI's interests in Torneos y Competencias S.A. (TyC) and Fox Pan American Sports, LLC (FPAS), and (vi) UGC's consolidation of MS Irish Cable Holdings B.V. (MS Irish Cable) in connection with MS Irish Cable's May 9, 2005 acquisition of NTL Communications (Ireland) Limited, NTL Irish Networks Limited and certain related assets (together, NTL Ireland) (collectively, the Consummated Transactions).

The following unaudited condensed pro forma combined balance sheet of Liberty Global as of March 31, 2005, assumes that the LMI/UGC Mergers, the acquisition of the remaining 19.9% minority interest in UPC Broadband France, the sale of LMI's interests in TyC and FPAS and UGC's consolidation of MS Irish Cable were effective as of such date. The following unaudited condensed pro forma combined statements of operations of Liberty Global for the three months ended March 31, 2005 and the year ended December 31, 2004 include the pro forma effects of the Consummated Transactions, as if such transactions were effective as of January 1, 2004.

The unaudited pro forma results do not purport to be indicative of the financial position and results of operations that Liberty Global will obtain in the future, or that Liberty Global would have obtained if the Consummated Transactions were effective as of the dates indicated above. These unaudited condensed pro forma combined financial statements of Liberty Global have been derived from and should be read in conjunction with the historical consolidated financial statements and related notes thereto of LMI, J:COM, Noos and the historical combined financial statements and related notes thereto of NTL Ireland. The historical consolidated financial statements and related notes thereto of LMI are included in LMI's Annual Report on Form 10-K/A (Amendment No. 3) for the year ended December 31, 2004 and LMI's Quarterly Report on Form 10-Q for the three months ended March 31, 2005. The historical consolidated financial statements of J:COM for the year ended December 31, 2004 are included in LMI's Annual Report on Form 10-K/A (Amendment No. 3) for the year ended December 31, 2004. The historical consolidated financial statements and related notes thereto of Noos are included in LMI's Current Report on Form 8-K/A (Amendment No. 1) dated July 26, 2004. The historical combined financial statements and related notes thereto of NTL Ireland are included elsewhere herein.

LMI/UGC Mergers

At March 31, 2005, LMI owned 53.5% of the outstanding equity securities of UGC representing approximately 91.0% of UGC's outstanding voting power. Pursuant to the LMI/UGC Mergers, each share of LMI Series A common stock or Series B common stock owned by an LMI stockholder was exchanged for one share of the corresponding series of Liberty Global common stock. Stockholders of UGC (other than LMI and its wholly owned subsidiaries) may elect to receive, for each share of UGC common stock owned by them, either:

- 0.2155 of a share of Liberty Global Series A common stock (plus cash in lieu of any fractional share interest) (the stock election); or
- \$9.58 in cash, without interest (the cash election).

UGC stockholders who made the cash election were subject to proration so that, in the aggregate, the cash consideration paid to UGC stockholders did not exceed 20% of the aggregate value of the merger consideration payable to UGC public stockholders.

The LMI/UGC Mergers will be accounted for as a "step acquisition" by LMI of the remaining minority interest in UGC. The purchase price in this step acquisition will include the consideration issued to UGC public stockholders to acquire the UGC interest not already owned by LMI and the direct acquisition costs incurred by LMI. As UGC was a consolidated subsidiary of LMI at March 31, 2005, the purchase price will first be applied to eliminate the minority interest in UGC from the consolidated balance sheet of LMI, and the remaining purchase price will be allocated on a pro rata basis to the identifiable assets and liabilities of UGC based upon their respective fair values at the effective date of the LMI/UGC Mergers and the minority interest in UGC (46.5% at March 31, 2005) to be acquired by Liberty Global pursuant to the LMI/UGC Mergers. Any excess purchase price that remains after amounts have been allocated to the net identifiable assets of UGC will be recorded as goodwill. As LMI is the acquiring company for accounting purposes and the predecessor to Liberty Global, the historical financial statements of LMI will become the historical financial statements of Liberty Global. As discussed further in the accompanying notes, the preliminary calculation of the purchase price reflected in the accompanying unaudited condensed pro forma combined financial statements is based upon the number of shares of UGC Class A common stock held by UGC public stockholders at March 31, 2005, the preliminary estimates of the cash and stock components of the purchase price and the closing price of LMI Series A common stock on June 14, 2005. In addition, the preliminary purchase price allocation reflected in the accompanying unaudited condensed pro forma combined financial statements is subject to adjustment based upon the final assessment of the fair values of UGC's identifiable assets and liabilities.

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Acquisitions of Noos and the Remaining 19.9% Minority Interest in UPC Broadband France

Noos Acquisition. On July 1, 2004, UPC Broadband France, an indirect wholly owned subsidiary of UGC and the owner of UGC's French cable television operations, acquired Noos from Suez SA (Suez). Noos is a provider of digital and analog cable television services and high-speed internet access services in France. The final purchase price for a 100% interest in Noos was approximately €567,102,000 (\$689,989,000 at July 1, 2004), consisting of €487,085,000 (\$592,633,000 at July 1, 2004) in cash, a 19.9% equity interest in UPC Broadband France valued at approximately €71,339,000 (\$86,798,000 at July 1, 2004) and €8,678,000 (\$10,558,000 at July 1, 2004) in direct acquisition costs.

UGC accounted for this transaction as the acquisition of an 80.1% interest in Noos and the sale of a 19.9% interest in UPC Broadband France. Under the purchase method of accounting, the final purchase price was allocated to the acquired identifiable tangible and intangible assets and liabilities based upon their respective fair values.

Acquisition of Remaining Minority Interest in UPC Broadband France. On April 6, 2005, UGC exercised its call right and purchased the remaining 19.9% minority interest in UPC Broadband France for €90,105,000 (\$116,189,000 at the transaction date) in cash. This acquisition will be accounted for as a "step acquisition" by UGC of the remaining 19.9% minority interest in UPC Broadband France. As UPC Broadband France was a consolidated subsidiary of UGC at March 31, 2005, the purchase price will first be applied to eliminate the minority interest in UPC Broadband France from the consolidated balance sheet of UGC, and the remaining purchase price will be allocated on a pro rata basis to the identifiable assets and liabilities of UPC Broadband France based upon their respective fair values at the transaction date and the 19.9% minority interest in UPC Broadband France acquired by UGC on that date. Any excess purchase price that remains after amounts have been allocated to the net identifiable assets of UPC Broadband France will be recorded as goodwill. The preliminary purchase price allocation reflected in the accompanying unaudited condensed pro forma combined financial statements is subject to adjustment based upon the final assessment of the fair values of UPC Broadband France's identifiable assets and liabilities.

Consolidation of Super Media/J:COM

J:COM owns and operates broadband businesses in Japan. On December 28, 2004, LMI's 45.45% ownership interest in J:COM, and a 19.78% interest in J:COM owned by Sumitomo Corporation (Sumitomo) were combined in Super Media. Super Media's investment in J:COM was recorded at the respective historical cost bases of LMI and Sumitomo on the date that their J:COM interests were combined in Super Media. As a result of these transactions, LMI held a 69.68% noncontrolling interest in Super Media, and Super Media held a 65.23% controlling interest in J:COM at December 31, 2004. At December 31, 2004, Sumitomo also held a 12.25% direct interest in J:COM and Microsoft Corporation (Microsoft) held a 19.46% beneficial interest in J:COM.

Due to certain veto rights held by Sumitomo, LMI accounted for its 69.68% ownership interest in Super Media using the equity method of accounting at December 31, 2004. On February 18, 2005, J:COM announced an initial public offering of its common shares in Japan. Under the terms of the operating agreement of Super Media, LMI's casting or tie-breaking vote with respect to decisions of the management committee became effective upon this announcement. Super Media is managed by a management committee consisting of two members, one appointed by LMI and one appointed by Sumitomo. From and after February 18, 2005, the management committee member appointed by LMI has a casting or deciding vote with respect to any management committee decision that LMI and Sumitomo are unable to agree on, with the exception of the terms of the initial public offering of J:COM. Certain decisions with respect to Super Media will continue to require the consent of both members rather than the management committee. These include any decision to engage in any business other than holding J:COM shares, sell J:COM shares, issue additional units in Super Media, make in-kind distributions or dissolve Super Media, in each case other than as contemplated by the Super Media operating agreement.

As a result of the above-described change in the governance of Super Media, LMI began accounting for Super Media and J:COM as consolidated subsidiaries effective January 1, 2005.

On March 23, 2005, Sumitomo contributed additional J:COM shares to Super Media, increasing Sumitomo's interest in Super Media to 32.4%, and decreasing LMI's interest in Super Media to 67.6%. Also on March 23, 2005, J:COM completed an initial public offering of its common shares. After giving effect to Sumitomo's additional contribution of J:COM shares to Super Media and the consummation of J:COM's initial public offering, including the subsequent exercise of the underwriters' overallotment option, Super Media's ownership interest in J:COM is 54.46%. The accompanying unaudited condensed pro forma combined statements of operations do not give effect to the aforementioned changes in (i) LMI's ownership interest in Super Media, or (ii) Super Media's ownership interest in J:COM.

Sale of Equity Interests in TyC and FPAS

On April 29, 2005, LMI sold its entire equity interest in Fox Pan American Sports, LLC (FPAS), and a \$4 million convertible subordinated note issued by FPAS, to another unaffiliated member of FPAS for a cash purchase price of \$5,000,000. In addition, LMI's majority owned subsidiary, Liberty Programming Argentina, LLC (LPA LLC), sold its entire equity interest in TyC to an unrelated entity for total consideration of \$20,940,000, consisting of \$13,000,000 in cash and a \$7,940,000 secured promissory note issued by FPAS and assigned to LMI by the purchaser. The minority owner of LPA LLC is entitled to approximately \$3,625,000 of the total consideration received in connection with the sale of TyC. TyC is an independent producer of Argentine sports and entertainment programming. FPAS develops and operates multiple Spanish language subscription television and radio services and is a principal customer of TyC. Prior to the consummation of these transactions, LMI used the equity method to account for TyC and FPAS.

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UGC's Consolidation of MS Irish Cable

On May 9, 2005, UGC announced that its subsidiary UPC Ireland B.V. (UPC Ireland) had signed a sale and purchase agreement to acquire MS Irish Cable Holdings B.V. (MS Irish Cable), subject to regulatory approval. MS Irish Cable, an affiliate of Morgan Stanley, owns NTL Ireland, which MS Irish Cable acquired from the NTL Group on May 9, 2005. NTL Ireland, Ireland's largest cable television operator, provides cable television and broadband Internet services to residential customers and managed network services to corporate customers. Certain obligations of UPC Ireland are guaranteed by UGC's subsidiary United Pan Europe Communications, N.V. (UPC).

MS Irish Cable acquired NTL Ireland on May 9, 2005 for approximately €325 million (\$416,485,000 at May 9, 2005) in cash, excluding direct acquisition costs and an adjustment for cash in the business at closing. On that date, UPC Ireland loaned MS Irish Cable approximately €338.6 million (\$433,913,000 at May 9, 2005) to fund the purchase price for NTL Ireland and MS Irish Cable's working capital needs pursuant to a loan agreement (the Loan Agreement). Interest accrues annually on the loan in an amount equal to 100% of MS Irish Cable's profits for the interest period and becomes payable on the date of repayment or prepayment of the loan. The final maturity of the loan is May 9, 2065, but the indebtedness incurred under the Loan Agreement may be prepaid at any time without penalty.

UPC Ireland's acquisition of MS Irish Cable from MS Irish Cable's parent company, Morgan Stanley Dean Witter Equity Funding, Inc. (MSDW Equity), is subject to receipt of applicable Irish regulatory approval. Upon closing, UPC Ireland will pay MSDW Equity, as consideration for all of the outstanding share capital of MS Irish Cable and any MS Irish Cable indebtedness owed to MSDW Equity and its affiliates, an amount (the Purchase Price) equal to MSDW Equity's net investment in MS Irish Cable plus interest on the amount of the net investment at a rate per annum equal to EURIBOR + 1.2%, compounded daily, for the period of its investment through the date of the disposition, together with any value added tax thereon plus an amount equal to certain costs and expenses incurred by MSDW Equity in connection with the transaction.

If regulatory approval for UPC Ireland's acquisition of MS Irish Cable (including its subsidiary NTL Ireland) is not received by February 3, 2006 or, if prior to that date, the appropriate authority has expressly and conclusively refused to grant the necessary approval, MSDW Equity may sell its direct or indirect interest in NTL Ireland to any third party for such consideration and on such terms and conditions as MSDW Equity determines in its sole discretion. UPC Ireland has agreed to make MSDW Equity whole with respect to any economic effect on MSDW Equity regarding the acquisition, ownership and subsequent transfer of the NTL Ireland interest. In connection with such a sale of the NTL Ireland interest to a third party, UPC Ireland has granted MSDW Equity an option to require UPC Ireland to sell to MSDW Equity or its nominee (the Call Option) all of UPC Ireland's interest in the indebtedness owed to it under the Loan Agreement at a price equal to the total consideration (including the amount of debt directly or indirectly assumed) that MSDW Equity and its affiliates will receive for sale or liquidation of the direct or indirect NTL Ireland interest, less the Purchase Price and the amount of certain expenses and costs, without duplication, incurred by MSDW Equity and its affiliates in connection with the sale, ownership and earlier acquisition of NTL Ireland and a customary advisory fee to be agreed upon. UPC Ireland's obligations under the Call Option are secured by a security assignment of UPC Ireland's right to the receivable under the Loan Agreement and a Dutch pledge over such receivable.

In connection with the transaction, UPC Ireland has agreed to pay MSDW Equity or its affiliates an arrangement fee of €4.0 million (\$5,126,000 at May 9, 2005) and €150,000 (\$192,000 at May 9, 2005) for each month that MS Irish Cable holds its interest in NTL Ireland as well as to reimburse it for its reasonable costs and expenses associated with the transaction. UPC Ireland has agreed to indemnify MSDW Equity and its affiliates with respect to any losses, liabilities and taxes incurred in connection with the transaction.

The make whole arrangement with MSDW Equity is considered to be a variable interest in MS Irish Cable, which is a variable interest entity under the provisions of FASB Interpretation No. 46R (FIN 46R). As the primary beneficiary, UGC is required to consolidate MS Irish Cable and its subsidiaries, including NTL Ireland, as of the closing date of MS Irish Cable's acquisition of NTL Ireland. As MSDW Equity has no equity at risk in MS Irish Cable, the full amount of MS Irish Cable's net earnings (loss) will be allocated to UPC Ireland.

MS Irish Cable's acquisition of NTL Ireland will be accounted for using the purchase method of accounting. Under this method, the purchase price will be allocated to the identifiable assets and liabilities of NTL Ireland based upon their respective fair values at May 9, 2005. Any excess purchase price that remains after amounts have been allocated to the net identifiable assets of NTL Ireland will be recorded as goodwill. The preliminary purchase price allocation reflected in the accompanying unaudited condensed pro forma combined financial statements is subject to adjustment based upon the final assessment of the fair values of NTL Ireland's identifiable assets and liabilities.

The accompanying unaudited condensed pro forma combined pro forma financial statements give effect to UGC's consolidation of MS Irish Cable pursuant to FIN 46R. However no pro forma adjustments have been reflected to give effect to UPC Ireland's contemplated acquisition of MS Irish Cable. In addition, no pro forma adjustments are reflected with respect to UPC Ireland's loan to MS Irish Cable as all amounts outstanding under the Loan Agreement and related interest are eliminated in UGC's consolidation of MS Irish Cable.

LIBERTY GLOBAL, INC.

Unaudited Condensed Pro Forma Combined Balance Sheet
March 31, 2005

	Historical		Pro forma				As adjusted
	LMI	NTL Ireland	UPC Broadband France	TyC/FPAS	MS Irish Cable (NTL Ireland)	LMI/UGC Mergers	
			Adjustments - increase (decrease)				
			amounts in thousands				
Assets:							
Cash and cash equivalents	\$ 3,076,092	7,969	(116,189)(1)	14,375 (2)	(439,892)(3)	(703,316)(4)	1,839,039
Receivables and other current assets	657,917	72,117	—	—	(55,407)(3)	—	674,627
Investments and related receivables	1,619,716	—	—	(4,540)(2)	—	—	1,615,176
Property and equipment, net	6,460,367	163,305	—	—	—	—	6,623,672
Intangible assets not subject to amortization	4,748,610	—	30,830 (1)	—	302,177 (3)	2,425,834 (4)	7,507,451
Other assets	712,571	15,039	—	7,940 (2)	—	—	735,550
Total assets	<u>17,275,273</u>	<u>258,430</u>	<u>(85,359)</u>	<u>17,775</u>	<u>(193,122)</u>	<u>1,722,518</u>	<u>18,995,515</u>
Liabilities and Stockholders' Equity:							
Current liabilities	1,582,912	227,755	—	(2,367)	(166,901)(3)	—	1,641,399
Debt, excluding current portion	6,471,308	—	—	—	—	—	6,471,308
Deferred income tax liabilities, excluding current portion	457,862	—	—	—	—	—	457,862
Other liabilities	849,721	4,454	—	—	—	—	854,175
Total liabilities	<u>9,361,803</u>	<u>232,209</u>	<u>—</u>	<u>(2,367)</u>	<u>(166,901)</u>	<u>—</u>	<u>9,424,744</u>
Minority interests in subsidiaries	<u>2,641,180</u>	<u>—</u>	<u>(85,359)(1)</u>	<u>(2,811)(2)</u>	<u>—</u>	<u>(1,073,860)(4)</u>	<u>1,479,150</u>
Stockholders' Equity:							
Common stock	1,758	—	—	—	—	629 (4)	2,387
Additional paid-in capital	7,110,525	—	—	—	—	2,758,453 (4)	9,868,978
Accumulated deficit	(1,622,673)	—	—	(32,305)(2)	—	—	(1,654,978)
Accumulated other comprehensive loss, net of taxes	(89,430)	—	—	55,258 (2)	—	—	(34,172)
Treasury stock and shares held by subsidiaries	(127,890)	—	—	—	—	(90,594)(4)	(90,594)
						127,890 (4)	
NTL equity	—	26,221	—	—	(26,221)(3)	—	—
Total stockholders' equity	<u>5,272,290</u>	<u>26,221</u>	<u>—</u>	<u>22,953</u>	<u>(26,221)</u>	<u>2,796,378</u>	<u>8,091,621</u>
Total liabilities and stockholders' equity	<u>\$ 17,275,273</u>	<u>258,430</u>	<u>(85,359)</u>	<u>17,775</u>	<u>(193,122)</u>	<u>1,722,518</u>	<u>18,995,515</u>

See notes to unaudited condensed pro forma combined financial statements.

LIBERTY GLOBAL, INC.

Unaudited Condensed Pro Forma Combined Statement of Operations
Three months ended March 31, 2005

	Historical		Pro forma				As adjusted
	LMI	NTL Ireland	Adjustments - increase (decrease)				
			UPC Broadband France	TyC/FPAS	MS Irish Cable (NTL Ireland)	LMI/UGC Mergers	
	amounts in thousands, except per share amounts						
Revenue	\$ 1,235,250	36,300	—	—	—	—	1,271,550
Operating, selling, general and administrative expenses	(786,375)	(24,757)	—	—	—	—	(811,132)
Stock compensation	(18,655)	—	—	—	—	—	(18,655)
Depreciation and amortization	(327,591)	(5,562)	—	—	—	—	(333,153)
Restructuring and other charges	(4,863)	—	—	—	—	—	(4,863)
Operating income	97,766	5,981	—	—	—	—	103,747
Other income (expense):							
Interest expense	(91,028)	(1,313)	—	—	1,313 (8)	—	(91,028)
Share of earnings of affiliates, net	(21,324)	—	—	18,595 (7)	—	—	(2,729)
Other, net	99,918	79	—	—	—	—	99,997
	(12,434)	(1,234)	—	18,595	1,313	—	6,240
Earnings before income tax and minority interest	85,332	4,747	—	18,595	1,313	—	109,987
Income tax expense	(45,697)	(609)	— (5)	— (5)	(164)(5)	— (5)	(46,470)
Minority interests in earnings of subsidiaries	(13,301)	—	(2,326)(6)	—	—	(3,350)(14)	(18,977)
Net earnings	\$ 26,334	4,138	(2,326)	18,595	1,149	(3,350)	44,540
Earnings (loss) per common share:							
Basic	\$ 0.15						0.19
Diluted	\$ 0.15						(0.04)
Weighted average shares outstanding(15):							
Basic	172,792						236,646
Diluted	173,473						249,421

See notes to unaudited condensed pro forma combined financial statements.

LIBERTY GLOBAL, INC.

Unaudited Condensed Pro Forma Combined Statement of Operations
Year ended December 31, 2004

	Historical				Pro forma							As adjusted		
	LMI	Noos*	J:COM	NTL Ireland	Noos*	UPC Broadband France	Super Media/J:COM	TyC/FPAS	MS Irish Cable (NTL Ireland)	LMI/UGC Mergers				
Revenue	\$ 2,644,284	199,880	1,504,709	132,098	amounts in thousands, except per share amounts							4,480,971		
Operating, selling, general and administrative expenses	(1,756,136)	(147,126)	(915,112)	(87,981)	—	—	—	—	—	—	(2,906,355)			
Stock compensation	(142,762)	—	(783)	—	—	—	—	—	—	—	(143,545)			
Depreciation and amortization	(960,888)	(73,052)	(378,868)	(20,114)	(2,978)	(9)	—	—	—	—	(1,435,900)			
Impairment, restructuring and other charges	(98,371)	—	—	—	—	—	—	—	—	—	(98,371)			
Operating income (loss)	(313,873)	(20,298)	209,946	24,003	(2,978)	—	—	—	—	—	(103,200)			
Other income (expense):														
Interest expense	(307,015)	(40,394)	(94,958)	(4,704)	37,702	(10)	—	9,428	(12)	—	4,704	(8)	(395,237)	
Share of earnings of affiliates, net	38,710	—	5,677	—	—	—	—	(45,092)	(7)	23,488	(7)	—	22,783	
Gain on exchange of investment security	178,818	—	—	—	—	—	—	—	—	—	—	—	178,818	
Gain on extinguishment of debt	35,787	—	—	—	—	—	—	—	—	—	—	—	35,787	
Other, net	164,730	727	337	2,610	—	—	—	(9,428)	(12)	—	—	—	158,976	
	111,030	(39,667)	(88,944)	(2,094)	37,702	—	—	(45,092)	(12)	23,488	4,704	—	1,127	
Earnings (loss) before income tax and minority interest	(202,843)	(59,965)	121,002	21,909	34,724	—	—	(45,092)	(12)	23,488	4,704	—	(102,073)	
Income tax benefit (expense)	17,449	(101)	(17,315)	(3,218)	—	(5)	—	15,640	(5)	—	(588)	(5)	11,867	
Minority interests in losses (earnings) of subsidiaries	167,336	—	(4,231)	—	11,759	(11)	(3,844)	(6)	(54,251)	(13)	—	(179,433)	(14)	(62,664)
Net earnings (loss)	\$ (18,058)	(60,066)	99,456	18,691	46,483	(11)	(3,844)	(6)	(83,703)	(13)	23,488	4,116	(179,433)	(152,870)
Basic and diluted loss per common share	\$ (0.11)													(0.65)
Weighted average shares outstanding - basic and diluted (15)	162,481													236,646

* For the 6 months ended June 30, 2004.

See notes to unaudited condensed pro forma combined financial statements.

LIBERTY GLOBAL, INC.

Notes to Unaudited Condensed Pro Forma Combined Financial Statements
March 31, 2005

- (1) Represents the adjustments required to reflect the acquisition of the remaining 19.9% minority interest in UPC Broadband France for a cash payment of €90,105,000 (\$116,189,000 at the transaction date). For purposes of these unaudited condensed pro forma combined financial statements, it has been assumed that the historical cost of UPC Broadband France's existing assets and liabilities approximate their fair value. Accordingly, the excess purchase price, after the elimination of the carrying value of the UPC Broadband France minority interest, has been allocated to goodwill. Consistent with the requirements of Statement of Financial Accounting No. 142, *Goodwill and Other Intangible Assets* (Statement 142), the unaudited condensed pro forma combined statements of operations do not reflect any amortization of this goodwill. The final allocation of the purchase price will be based upon appraisals and may result in the allocation of consideration to identifiable assets and liabilities, including assets with definitive lives. To the extent that consideration is allocated to assets with definitive lives, the final allocation of the purchase price could result in additional depreciation and or amortization expense that in turn would result in higher operating losses, net losses and net loss per share in subsequent periods. For example, if the entire excess consideration of \$30,830,000 at March 31, 2005 had been allocated to property and equipment that has a weighted average life of 10 years, the accompanying unaudited condensed pro forma combined statements of operations of LMI for the three months ended March 31, 2005 and the year ended December 31, 2004 would have reflected (i) increases in the pro forma depreciation and amortization of \$771,000 and \$3,083,000; respectively, (ii) a decrease in the pro forma net earnings and an increase in the pro forma net loss of \$771,000 and \$3,083,000; respectively, and (iii) a decrease in the basic pro forma earnings per common share and an increase in the pro forma loss per common share of nil and \$0.01, respectively.
- (2) On April 29, 2005, LMI sold its entire equity interest in FPAS, and a \$4 million convertible subordinated note issued by FPAS, to another unaffiliated member of FPAS for a cash purchase price of \$5,000,000. In addition, LMI's majority owned subsidiary, LPA LLC, sold its entire equity interest in TyC to an unrelated entity for total consideration of \$20,940,000, consisting of \$13,000,000 in cash and a \$7,940,000 secured promissory note issued by FPAS and assigned to LMI by the purchaser. The minority owner of LPA LLC is entitled to approximately \$3,625,000 of the total consideration received in connection with the sale of TyC. At March 31, 2005, the carrying value of LMI's investment in (i) the equity of TyC was zero and (ii) the debt and equity of FPAS was \$4,540,000. In addition, cumulative foreign currency translation losses related to TyC of \$85,984,000, net of related taxes of \$30,726,000, were included in accumulated other comprehensive earnings, net of taxes at March 31, 2005. The adjustments required to the unaudited condensed pro forma combined balance sheet to account for the disposition of LMI's interests in TyC & FPAS are as follows (amounts in thousands):

	TyC	FPAS	Total
Record cash consideration allocable to LMI	\$ 9,375	5,000	14,375
Record promissory note from FPAS	7,940	—	7,940
Eliminate investments in TyC and FPAS	—	(4,540)	(4,540)
Eliminate cumulative foreign currency translation losses related to TyC, net of taxes, from accumulated comprehensive earnings	(55,258)	—	(55,258)
Eliminate accrued liabilities	2,367	—	2,367
Adjust minority interest in LPA LLC to zero	2,811	—	2,811
Record decrease (increase) in accumulated deficit resulting from nonrecurring gain (loss) incurred in connection with the dispositions	\$ (32,765)	460	(32,305)

The increase to LMI's accumulated deficit presented above, which is directly attributable to the disposition of TyC and FPAS, has not been reflected in the unaudited condensed pro forma combined statements of operations due to its nonrecurring nature.

- (3) As a result of the make whole arrangement between UPC Ireland and MSDW Equity that was entered into in connection with MS Irish Cable's May 9, 2005 acquisition of NTL Ireland, UGC is required to consolidate MS Irish Cable. The details in U.S. dollars of MS Irish Cable's purchase price to acquire NTL Ireland are as follows (based on May 9, 2005 exchange rate) (amounts in thousands):

Cash consideration	\$416,485
Estimated direct acquisition costs (including a \$5,126,000 arrangement fee paid to MSDW Equity)	15,438
Adjustment for acquired cash of NTL Ireland	7,969
Total purchase price	<u>\$439,892</u>

LIBERTY GLOBAL, INC.

Notes to Unaudited Condensed Pro Forma Combined Financial Statements — (Continued)
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The adjustments required to the unaudited condensed pro forma combined balance sheet to account for UGC's consolidation of MS Irish Cable and MS Irish Cable's acquisition of NTL Ireland are as follows (amounts in thousands):

Record reduction of cash equal to the purchase price	\$ 439,892
Record elimination of NTL Ireland equity	(26,221)
Record elimination of amounts due from former parent	55,407
Record elimination of amounts due to former parent	(166,901)
Record goodwill	<u>\$ 302,177</u>

For purposes of these unaudited condensed pro forma combined financial statements, it has been assumed that the historical cost of NTL Ireland's existing assets and liabilities approximate their fair value. Accordingly, the excess purchase price has been allocated to goodwill. Consistent with the requirements of Statement 142, the unaudited condensed pro forma combined statements of operations do not reflect any amortization of this goodwill. The final allocation of the purchase price will be based upon appraisals and may result in the allocation of consideration to identifiable assets and liabilities, including assets with definitive lives. To the extent that consideration is allocated to assets with definitive lives, the final allocation of the purchase price could result in additional depreciation and or amortization expense that in turn would result in higher operating losses. For example, if \$100 million of the excess consideration is allocated to property and equipment that has a weighted average life of 10 years, the accompanying unaudited condensed combined pro forma statements of operations of Liberty Global for the three months ended March 31, 2005 and the year ended December 31, 2004 would have reflected (i) increases in pro forma depreciation and amortization of \$2,500,000 and \$10,000,000, respectively; (ii) a decrease in the pro forma net earnings and an increase in the pro forma net loss of \$2,188,000 and \$8,750,000, respectively (based on NTL Ireland's statutory tax rate); and (iii) a decrease in the basic pro forma earnings per common share and an increase in the pro forma loss per common share of \$0.01 and \$0.04, respectively. As mentioned in the headnote to these unaudited condensed pro forma combined financial statements, the full amount of MS Irish Cable's net earnings (loss) will be allocated to UPC Ireland.

- (4) Represents the adjustments required to reflect the LMI/UGC Mergers, including adjustments to (i) record the issuance of 231,449,883 (including 2,067,787 held by subsidiaries) Liberty Global Series A shares and 7,264,300 Liberty Global Series B shares in connection with the LMI/UGC Mergers, (ii) eliminate the minority interests in UGC's equity, (iii) record the preliminary allocation of the step acquisition purchase price, (iv) eliminate LMI's common stock and treasury stock, (v) record Liberty Global Series A shares held by subsidiaries, and (vi) reflect the payment of \$11,000,000 of direct acquisition costs.

A preliminary purchase price calculation and allocation is set forth below (dollar amounts in thousands):

Liberty Global Series A shares issued to UGC stockholders (other than LMI and its subsidiaries)(a)(d)	63,826,765
Fair value of shares issued to UGC stockholders (other than LMI and its subsidiaries)(b)(d)	<u>\$ 2,796,378</u>
Cash consideration(d)	692,316
Estimated direct acquisition costs	11,000
Total purchase price	3,499,694
Eliminate minority interest in UGC	<u>(1,073,860)</u>
Allocate residual to goodwill(c)	<u>\$ 2,425,834</u>

- (a) Represents the number of shares that would have been issued to UGC stockholders (other than LMI and its subsidiaries) assuming the LMI/UGC Merger had occurred as of March 31, 2005. Such amount is based upon the number of shares of UGC common stock that were issued and outstanding on March 31, 2005, the preliminary estimates of the cash and stock components of the purchase price, and the closing price of LMI Series A common stock on June 14, 2005. The actual number of shares issued in the LMI/UGC Mergers will be based on the number of shares of UGC common stock outstanding on the closing date and the final determination of the cash and stock components of the purchase price.
- (b) The fair value of the shares issued is based upon a fair value of \$43.812 per share, which is the average of the quoted market price of LMI Series A common stock for the period beginning two trading days before and ending two trading days after the date that the LMI/UGC Mergers were announced (January 18, 2004).
- (c) For purposes of these unaudited condensed pro forma combined financial statements, it has been assumed that the historical cost of UGC's existing assets and liabilities approximate their fair value. Accordingly, the excess purchase price after the elimination of the UGC minority interest has been allocated to goodwill. Consistent with the requirements of Statement 142, the unaudited condensed pro forma combined statements of operations do not reflect any amortization of this goodwill. The final allocation of the purchase price will be based upon appraisals and may result in the allocation of consideration to identifiable assets and liabilities, including assets with definitive lives. To the extent that consideration is allocated to assets with definitive lives, the final allocation of the purchase price could result in additional depreciation and or amortization expense that in turn would result in higher operating losses, net losses and net loss per share in subsequent periods. For example, if \$500 million of the excess consideration had been allocated to property and equipment that has a weighted average life of 10 years, the accompanying unaudited condensed pro forma combined statements of operations of Liberty Global for the three months ended March 31, 2005 and the year ended December 31, 2004 would have reflected (i) increases in the pro forma depreciation and amortization of \$12,500,000 and \$50,000,000, respectively; (ii) a decrease in the pro forma net earnings and an increase in the pro forma net loss of \$8,034,000 and \$32,135,000, respectively (based upon LMI's weighted average statutory income tax rate); and (iii) a decrease in the basic pro forma earnings per common share and an increase in the pro forma loss per common share of \$0.03 and \$0.14, respectively.
- (d) As noted above, the amount of cash and stock consideration payable to UGC stockholders is limited to 20% of the total consideration payable to

UGC public stockholders, namely UGC stockholders other than “Permitted Holders” within the meaning of UGC’s indenture with respect to its 1 3/4% convertible senior notes due 2024 (Permitted Holders). Permitted Holders include LMI, Liberty Media Corporation (Liberty), and the Chief Executive Officer and each member of the board of directors of UGC, LMI and Liberty as of April 1, 2004 and each of the Affiliated Persons, as defined, of the foregoing. The pro forma calculations of the number of shares of Liberty Global Series A common stock to be issued, the fair value of such shares to be issued and the cash consideration to be paid are based in part on the number of shares of UGC Class A common stock held by Permitted Holders as of the June 15, 2005 closing date of the LMI/UGC Mergers.

- (5) Represents the tax effects of the pro forma adjustments related to the consolidation of (i) MS Irish Cable (NTL Ireland) and (ii) Super Media and J:COM. The pro forma adjustments associated with the (i) acquisitions of the remaining 19.9% minority interest in UPC Broadband France, (ii) sale of LMI’s equity interests in TyC and FPAS and (iii) the LMI/UGC Mergers, are expected to have no significant impact on pro forma income tax benefit (expense) due primarily to the fact that the basic pro forma adjustments relate to jurisdictions where valuation allowances have been provided against deferred tax assets.
- (6) Represents the pro forma adjustment to (i) eliminate the minority interest’s \$4,347,000 share of UPC Broadband France’s historical net loss for the three months ended March 31, 2005, and to reflect the \$2,021,000 share of such adjustment that was allocable to the then owners of the minority interests in UGC; and (ii) eliminate the minority interest’s \$7,172,000 share of UPC Broadband France’s historical net loss for the six months ended December 31, 2004, and to reflect the \$3,328,000 share of such adjustment that was allocable to the then owners of the minority interests in UGC.
- (7) Represents the elimination of LMI’s (i) share of losses of TyC and FPAS for the three months ended March 31, 2005, and the year ended December 31, 2004, as a result of LMI’s sale of its equity interests in TyC and FPAS and (ii) share of earnings of J:COM for the year ended December 31, 2004, as a result of the consolidation of Super Media and J:COM.

LIBERTY GLOBAL, INC.

Notes to Unaudited Condensed Pro Forma Combined Financial Statements — (Continued)
March 31, 2005

- (8) Represents the elimination of intercompany interest on loans and other advances between NTL Ireland and its former parent.
- (9) The pro forma adjustment to Noos' depreciation and amortization expense for the year ended December 31, 2004 consists of the depreciation and amortization of Noos purchase price allocations to property and equipment (estimated weighted average life of 9.5 years) and amortizable intangible assets (estimated lives ranging from 3 to 6 years).
- (10) Represents the elimination of \$40,394,000 of Noos' historical interest expense for the six months ended June 30, 2004, as UPC Broadband France did not assume the related debt, less \$2,692,000 of assumed interest expense for the six months ended June 30, 2004 on the debt incurred by UGC to finance a portion of the Noos acquisition.
- (11) Represents the share of Noos' pro forma operating results for the six months ended June 30, 2004 that was allocable to the then owners of the minority interests in UGC.
- (12) Represents the elimination of (i) intercompany interest on shareholder loans between J:COM and LMI and (ii) guarantee fees earned by LMI from J:COM.
- (13) Represents pro forma adjustments to minority interests in losses (earnings) of subsidiaries for the year ended December 31, 2004 as a result of the consolidation of Super Media and J:COM as follows (amounts in thousands):

Minority interest in J:COM (34.77%)	\$ (34,581)
Minority interest in Super Media (30.32%)	(19,670)
	<u>\$ (54,251)</u>

- (14) Represents the elimination of the minority interests' share of UGC's net losses as a result of the LMI/UGC Mergers.
- (15) The historical and pro forma weighted average shares outstanding assume that the June 7, 2004 distribution of LMI common stock to the stockholders of Liberty Media Corporation occurred on January 1, 2004. In addition, the pro forma weighted average shares outstanding assume that the number of Liberty Global common shares that would have been issued and outstanding had the LMI/UGC Mergers occurred on March 31, 2005 were outstanding since January 1, 2004. The calculation of diluted loss per share for the three months ended March 31, 2005 includes the dilutive effects of the conversion of certain convertible notes issued by UGC and the assumed issuance of shares pursuant to outstanding stock options under the treasury stock method.

Exhibit Index

<u>Exhibit No.</u>	<u>Name</u>
2.1	Agreement and Plan of Merger, dated January 17, 2005, among Liberty Global, Inc. (f/k/a New Cheetah, Inc., “Liberty Global”), Liberty Media International, Inc. (“LMI”), UnitedGlobalCom, Inc. (“UGC”), Cheetah Acquisition Corp. and Tiger Global Acquisition Corp. (incorporated by reference to Exhibit 2.1 to LMI’s Current Report on Form 8-K, dated January 19, 2005 (File No. 000-50671))
3.1	Restated Certificate of Incorporation of Liberty Global, dated June 15, 2005
3.2	Bylaws of Liberty Global
4.1	Specimen certificate for shares of Series A common stock, par value \$.01 per share, of Liberty Global
4.2	Specimen certificate for shares of Series B common stock, par value \$.01 per share, of Liberty Global
10.1	Liberty Global, Inc. 2005 Incentive Plan
10.2	Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan
10.3	Form of Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan Non-Qualified Stock Option Agreement
10.4	Compensation Policy for Nonemployee Directors
10.5	Executive Service Agreement, dated December 15, 2004, between UPC Services Limited and Charles Bracken (incorporated by reference to Exhibit 10.15 to UGC’s Annual Report on Form 10-K, dated March 14, 2005 (File No. 000-496-58))
99.1	Liberty Global Press Release, dated June 15, 2005
99.2	Indenture (the “Indenture”), dated as of April 6, 2004, between UGC and The Bank of New York, as Trustee (incorporated by reference to Exhibit 4.1 to UGC’s Current Report on Form 8-K, dated April 6, 2004 (File No. 000-496-58))
99.3	First Supplemental Indenture, dated as of May 24, 2005, between UGC and The Bank of New York, as Trustee (incorporated by reference to Exhibit 10.1 to UGC’s Current Report on Form 8-K, dated May 31, 2005 (File No. 000-496-58))
99.4	Second Supplemental Indenture, dated as of June 15, 2005, among Liberty Global, UGC and The Bank of New York, as Trustee

RESTATED CERTIFICATE OF INCORPORATION

OF

LIBERTY GLOBAL, INC.

LIBERTY GLOBAL, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

(1) The name of the Corporation is Liberty Global, Inc. The original Certificate of Incorporation of the Corporation was filed on January 13, 2005. The name under which the Corporation was originally incorporated is New Cheeta, Inc. A Certificate of Amendment to Certificate of Incorporation was filed on January 18, 2005, changing the name of the Corporation to Liberty Global, Inc.

(2) This Restated Certificate of Incorporation restates and amends the Certificate of Incorporation of the Corporation, as amended prior to the date hereof.

(3) This Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

(4) This Restated Certificate of Incorporation shall become effective upon its filing with the Secretary of State of the State of Delaware.

(5) Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, the text of the Certificate of Incorporation is hereby restated to read in its entirety as follows:

“ARTICLE I

NAME

The name of the corporation is Liberty Global, Inc. (the “Corporation”).

ARTICLE II

REGISTERED OFFICE

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808. The name of its registered agent at such address is The Prentice-Hall Corporation System, Inc.

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (as the same may be amended from time to time, "DGCL").

ARTICLE IV

AUTHORIZED STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is one billion one hundred million (1,100,000,000) shares, which shall be divided into the following classes:

(a) One billion fifty million (1,050,000,000) shares shall be of a class designated Common Stock, par value \$0.01 per share ("Common Stock"), such class to be divided into series as provided in Section A of this Article IV; and

(b) Fifty million (50,000,000) shares shall be of a class designated Preferred Stock, par value \$0.01 per share ("Preferred Stock"), such class to be issuable in series as provided in Section B of this Article IV.

The description of the Common Stock and the Preferred Stock of the Corporation, and the relative rights, preferences and limitations thereof, or the method of fixing and establishing the same, are as hereinafter in this Article IV set forth:

SECTION A

**SERIES A COMMON STOCK, SERIES B COMMON STOCK
AND SERIES C COMMON STOCK**

Five hundred million (500,000,000) shares of Common Stock shall be of a series designated as Series A Common Stock (the "Series A Common Stock"), fifty million (50,000,000) shares of Common Stock shall be of a series designated as Series B Common Stock (the "Series B Common Stock") and five hundred million (500,000,000) shares of Common

Stock shall be of a series designated as Series C Common Stock (the “Series C Common Stock”).

Each share of common stock, par value \$0.01 per share (“Old Common Stock”), of the Corporation issued and outstanding immediately prior to the effectiveness of this Restated Certificate of Incorporation (the “Effective Time”) shall be reclassified as and converted into one fully paid and non-assessable share of Series A Common Stock such that at the Effective Time each holder of record of one share of Old Common Stock shall, without further action, be and become the holder of record of one share of Series A Common Stock. Any certificate that previously represented a share of Old Common Stock shall represent, from and following the Effective Time, a share of Series A Common Stock without the necessity for any exchange of certificates.

Each share of Series A Common Stock, each share of Series B Common Stock and each share of Series C Common Stock shall, except as otherwise provided in this Section A, be identical in all respects and shall have equal rights, powers and privileges.

1. Voting Rights.

Holders of Series A Common Stock shall be entitled to one vote for each share of such stock held, and holders of Series B Common Stock shall be entitled to ten votes for each share of such stock held, on all matters that may be submitted to a vote of stockholders at any annual or special meeting thereof (regardless of whether such holders are voting together with the holders of all series of Common Stock that are Voting Securities (as defined in Article V, Section C), or as a separate class with the holders of one or more series of Common Stock or as a separate series of Common Stock). Holders of Series C Common Stock shall not be entitled to any voting powers, except as otherwise required by the laws of the State of Delaware. When the vote or consent of the holders of Series C Common Stock is required by the laws of the State of Delaware, the holders of Series C Common Stock shall be entitled to 1/100th of a vote per share. Except as may otherwise be required by the laws of the State of Delaware or, with respect to any series of Preferred Stock, in any resolution or resolutions providing for the establishment of such series pursuant to authority vested in the Board of Directors by Article IV, Section B, of this Restated Certificate of Incorporation (as it may from time to time hereafter be amended or restated, the “Certificate”), the holders of outstanding shares of Series A Common Stock, the holders of outstanding shares of Series B Common Stock and the holders of outstanding shares of each series of Preferred Stock entitled to vote thereon, if any, shall vote as one class with respect to the election of directors and with respect to all other matters to be voted on by stockholders of the Corporation (including, without limitation, any proposed amendment to this Certificate that would increase the number of authorized shares of Common Stock or any series thereof, the number of authorized shares of Preferred Stock or any series thereof or the number of authorized shares of any other class or series of capital stock or decrease the number of authorized shares of Common Stock or any series thereof, the number of authorized shares of Preferred Stock or any series thereof or the number of authorized shares of any other class or series of capital stock (but not below the number of shares of Common Stock or any series thereof, Preferred Stock or any series thereof or any other class or series of capital stock then

outstanding)), and except as required by law no separate vote or consent of the holders of shares of any series of Common Stock or any series of Preferred Stock shall be required for the approval of any such matter.

2. Conversion Rights.

Each share of Series B Common Stock shall be convertible, at the option of the holder thereof, into one fully paid and non-assessable share of Series A Common Stock. Any such conversion may be effected by any holder of Series B Common Stock by surrendering such holder's certificate or certificates for the Series B Common Stock to be converted, duly endorsed, at the office of the Corporation or any transfer agent for the Series B Common Stock, together with a written notice to the Corporation at such office that such holder elects to convert all or a specified number of shares of Series B Common Stock represented by such certificate and stating the name or names in which such holder desires the certificate or certificates representing shares of Series A Common Stock to be issued and, if less than all of the shares of Series B Common Stock represented by one certificate are to be converted, the name or names in which such holder desires the certificate representing shares of Series B Common Stock to be issued. If so required by the Corporation, any certificate representing shares surrendered for conversion in accordance with this paragraph shall be accompanied by instruments of transfer, in form satisfactory to the Corporation, duly executed by the holder of such shares or the duly authorized representative of such holder, and shall, if required by this Section A.2., be accompanied by payment, or evidence of payment, of applicable issue or transfer taxes. Promptly thereafter, the Corporation shall issue and deliver to such holder or such holder's nominee or nominees, a certificate or certificates representing the number of shares of Series A Common Stock to which such holder shall be entitled as herein provided. If less than all of the shares of Series B Common Stock represented by any one certificate are to be converted, the Corporation shall issue and deliver to such holder or such holder's nominee or nominees a new certificate representing the shares of Series B Common Stock not converted. Such conversion shall be deemed to have been made at the close of business on the date of receipt by the Corporation or any such transfer agent of the certificate or certificates, notice and, if required, instruments of transfer and payment or evidence of payment of taxes referred to above, and the person or persons entitled to receive the Series A Common Stock issuable on such conversion shall be treated for all purposes as the record holder or holders of such Series A Common Stock on that date. A number of shares of Series A Common Stock equal to the number of shares of Series B Common Stock outstanding from time to time shall be set aside and reserved for issuance upon conversion of shares of Series B Common Stock. Shares of Series B Common Stock that have been converted hereunder shall become treasury shares that may be issued or retired by resolution of the Board of Directors. Shares of Series A Common Stock and shares of Series C Common Stock shall not be convertible into shares of any other series of Common Stock.

The Corporation shall pay any and all documentary, stamp or similar issue or transfer taxes that may be payable in respect of the issue or delivery of certificates representing shares of Common Stock on conversion of shares of Series B Common Stock pursuant to this Section A.2. The Corporation shall not, however, be required to pay any tax that may be payable in respect of any issue or delivery of certificates representing any shares of Common Stock in a name other

than that in which the shares of Series B Common Stock so converted were registered and no such issue or delivery shall be made unless and until the person requesting the same has paid to the Corporation the amount of any such tax or has established to the satisfaction of the Corporation that such tax has been paid.

3. Dividends Generally.

Whenever a dividend, other than a dividend that consists of a Share Distribution, is paid to the holders of one or more series of Common Stock, the Corporation also shall pay to the holders of each other series of Common Stock a dividend per share equal to the dividend per share paid to the holders of such first one or more series of Common Stock, such that the dividend paid on each share of Common Stock, regardless of series, is the same. Dividends shall be payable only as and when declared by the Board of Directors of the Corporation out of assets of the Corporation legally available therefor. Whenever a dividend that consists of a Share Distribution is paid to the holders of one or more series of Common Stock, the Corporation shall also pay a dividend that consists of a Share Distribution to the holders of each other series of Common Stock as provided in Section A.4. below. For purposes of this Section A.3. and Section A.4. below, a “Share Distribution” shall mean a dividend payable in shares of any class or series of capital stock, Convertible Securities (as defined in Section A.4.) or other equity securities of the Corporation or any other corporation, partnership, limited liability company, joint venture, trust, unincorporated association or other legal entity (all of the foregoing and any natural person, a “Person”).

4. Share Distributions.

If at any time a Share Distribution is to be made with respect to the Series A Common Stock, Series B Common Stock or Series C Common Stock, such Share Distribution may be declared and paid only as follows:

(a) a Share Distribution (i) consisting of shares of Series A Common Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Series A Common Stock) may be declared and paid to holders of Series A Common Stock, Series B Common Stock and Series C Common Stock, on an equal per share basis; or (ii) consisting of shares of Series B Common Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Series B Common Stock) may be declared and paid to holders of Series A Common Stock, Series B Common Stock and Series C Common Stock, on an equal per share basis; or (iii) consisting of shares of Series C Common Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Series C Common Stock) may be declared and paid to holders of Series A Common Stock, Series B Common Stock and Series C Common Stock, on an equal per share basis; or (iv) consisting of shares of Series A Common Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Series A Common Stock) may be declared and paid to holders of Series A Common Stock, shares of Series B Common Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Series B Common Stock) may be declared and paid to

holders of Series B Common Stock and shares of Series C Common Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Series C Common Stock) may be declared and paid to holders of Series C Common Stock, in each case on an equal per share basis; and

(b) a Share Distribution consisting of shares of any class or series of securities of the Corporation or any other Person other than Series A Common Stock, Series B Common Stock or Series C Common Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Series A Common Stock, Series B Common Stock or Series C Common Stock), may be declared and paid either on the basis of a distribution of (i) identical securities, on an equal per share basis, to holders of Series A Common Stock, Series B Common Stock and Series C Common Stock, (ii) separate classes or series of securities, on an equal per share basis to the holders of each series of Common Stock or (iii) a separate class or series of securities to the holders of one or more series of Common Stock and, on an equal per share basis, a different class or series of securities to the holders of all other series of Common Stock; provided, that, in the case of clauses (ii) and (iii), (x) such separate classes or series of securities (and, if the distribution consists of Convertible Securities, the securities into which such Convertible Securities are convertible or for which they are exchangeable or which they evidence the right to purchase) do not differ in any respect other than their relative voting rights (and related differences in designation, conversion and Share Distribution provisions), with holders of shares of Series B Common Stock receiving securities of the class or series having (or convertible into, exchangeable for or evidencing the right to purchase securities having) the highest relative voting rights and the holders of shares of each other series of Common Stock receiving securities of a class or series having (or convertible into, exchangeable for or evidencing the right to purchase securities having) lesser relative voting rights, in each case without regard to whether such rights differ to a greater or lesser extent than the corresponding differences in voting rights (and related differences in designation, conversion and Share Distribution provisions) among the Series A Common Stock, the Series B Common Stock and the Series C Common Stock, and (y) in the event the securities to be received by the holders of shares of Common Stock other than the Series B Common Stock consist of different classes or series of securities, with each such class or series of securities (or the securities into which such class or series is convertible or for which such class or series is exchangeable or which such class or series evidences the right to purchase) differing only with respect to the relative voting rights of such class or series (and the related differences in designation, conversion, redemption and Share Distribution provisions), then such classes or series of securities shall be distributed to the holders of each series of Common Stock (other than the Series B Common Stock) (A) as the Board of Directors determines or (B) such that the relative voting rights (and related differences in designation, conversion, redemption and Share Distribution provisions) of the class or series of securities (or the securities into which such class or series is convertible or for which such class or series is exchangeable or which such class or series evidences the right to purchase) to be received by the holders of each series of Common Stock (other than the Series B Common Stock) corresponds to the extent practicable to the relative voting rights (and related differences in designation, conversion, redemption and Share Distribution provisions) of such series of Common Stock, as compared to the other series of Common Stock (other than the Series B Common Stock).

As used herein, the term “Convertible Securities” means (x) any securities of the Corporation (other than any series of Common Stock) that are convertible into, exchangeable for or evidence the right to purchase any shares of any series of Common Stock, whether upon conversion, exercise, exchange, pursuant to anti-dilution provisions of such securities or otherwise, and (y) any securities of any other Person that are convertible into, exchangeable for or evidence the right to purchase, securities of such Person or any other Person, whether upon conversion exercise, exchange, pursuant to antidilution provisions of such securities or otherwise.

5. Reclassification.

The Corporation shall not reclassify, subdivide or combine one series of Common Stock without reclassifying, subdividing or combining each other series of Common Stock on an equal per share basis.

6. Liquidation and Dissolution.

In the event of a liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and liabilities of the Corporation and subject to the prior payment in full of the preferential amounts to which any series of Preferred Stock is entitled, the holders of shares of Series A Common Stock, the holders of shares of Series B Common Stock and the holders of shares of Series C Common Stock shall share equally, on a share for share basis, in the assets of the Corporation remaining for distribution to its common stockholders. Neither the consolidation or merger of the Corporation with or into any other Person or Persons nor the sale, transfer or lease of all or substantially all of the assets of the Corporation shall itself be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph 6.

SECTION B

PREFERRED STOCK

The Preferred Stock may be divided and issued in one or more series from time to time, with such powers, designations, preferences and relative, participating, optional or other rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in a resolution or resolutions providing for the issue of each such series adopted by the Board of Directors (a “Preferred Stock Designation”). The Board of Directors, in the Preferred Stock Designation with respect to a series of Preferred Stock (a copy of which shall be filed as required by law), shall, without limitation of the foregoing, fix the following with respect to such series of Preferred Stock:

(i) the distinctive serial designations and the number of authorized shares of such series, which may be increased or decreased, but not below the number of shares thereof then outstanding, by a certificate made, signed and filed as required by law (except where otherwise provided in a Preferred Stock Designation);

(ii) the dividend rate or amounts, if any, for such series, the date or dates from which dividends on all shares of such series shall be cumulative, if dividends on stock of such series shall be cumulative, and the relative preferences or rights of priority, if any, or participation, if any, with respect to payment of dividends on shares of such series;

(iii) the rights of the shares of such series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, if any, and the relative preferences or rights of priority, if any, of payment of shares of such series;

(iv) the right, if any, of the holders of such series to convert or exchange such stock into or for other classes or series of a class of stock or indebtedness of the Corporation or of another Person, and the terms and conditions of such conversion or exchange, including provision for the adjustment of the conversion or exchange rate in such events as the Board of Directors may determine;

(v) the voting powers, if any, of the holders of such series;

(vi) the terms and conditions, if any, for the Corporation to purchase or redeem shares of such series; and

(vii) any other relative rights, powers, preferences and limitations, if any, of such series.

The Board of Directors is hereby expressly authorized to exercise its authority with respect to fixing and designating various series of the Preferred Stock and determining the relative rights, powers and preferences, if any, thereof to the full extent permitted by applicable law, subject to any stockholder vote that may be required by this Certificate. All shares of any one series of the Preferred Stock shall be alike in every particular. Except to the extent otherwise expressly provided in the Preferred Stock Designation for a series of Preferred Stock, the holders of shares of such series shall have no voting rights except as may be required by the laws of the State of Delaware. Further, unless otherwise expressly provided in the Preferred Stock Designation for a series of Preferred Stock, no consent or vote of the holders of shares of Preferred Stock or any series thereof shall be required for any amendment to this Certificate that would increase the number of authorized shares of Preferred Stock or the number of authorized shares of any series thereof or decrease the number of authorized shares of Preferred Stock or the number of authorized shares of any series thereof (but not below the number of authorized shares of Preferred Stock or such series, as the case may be, then outstanding).

Except as may be provided by the Board of Directors in a Preferred Stock Designation or by law, shares of any series of Preferred Stock that have been redeemed (whether through the operation of a sinking fund or otherwise) or purchased by the Corporation, or which, if convertible or exchangeable, have been converted into or exchanged for shares of stock of any other class or classes shall have the status of authorized and unissued shares of Preferred Stock and may be reissued as a part of the series of which they were originally a part or may be reissued as part of a new series of Preferred Stock to be created by a Preferred Stock Designation or as part of any other series of Preferred Stock.

ARTICLE V

DIRECTORS

SECTION A

NUMBER OF DIRECTORS

The governing body of the Corporation shall be a Board of Directors. Subject to any rights of the holders of any series of Preferred Stock to elect additional directors, the number of directors shall not be less than three (3) and the exact number of directors shall be fixed by the Board of Directors by resolution adopted by the vote of 75% of the members then in office. Election of directors need not be by written ballot.

SECTION B

CLASSIFICATION OF THE BOARD

Except as otherwise fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any series of Preferred Stock to separately elect additional directors, which additional directors are not required to be classified pursuant to the terms of such series of Preferred Stock, the Board of Directors of the Corporation shall be divided into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as possible, of a number of directors equal to one-third (1/3) of the number of members of the Board of Directors authorized as provided in Section A of this Article V. The term of office of the initial Class I directors shall expire at the annual meeting of stockholders in 2006; the term of office of the initial Class II directors shall expire at the annual meeting of stockholders in 2007; and the term of office of the initial Class III directors shall expire at the annual meeting of stockholders in 2008. At each annual meeting of stockholders of the Corporation the successors of that class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. The directors of each class will hold office until their respective successors are elected and qualified or until such director's earlier death, resignation or removal.

SECTION C

REMOVAL OF DIRECTORS

Subject to the rights of the holders of any series of Preferred Stock, directors may be removed from office only for cause upon the affirmative vote of the holders of at least a majority of the total voting power of the then outstanding shares of Series A Common Stock, Series B Common Stock and any series of Preferred Stock entitled to vote with the holders of the Series A Common Stock and the Series B Common Stock generally upon all matters that may be submitted to a vote of stockholders at any annual or special meeting thereof (collectively, "Voting Securities").

SECTION D

NEWLY CREATED DIRECTORSHIPS AND VACANCIES

Subject to the rights of holders of any series of Preferred Stock, vacancies on the Board of Directors resulting from death, resignation, removal, disqualification or other cause, and newly created directorships resulting from any increase in the number of directors on the Board of Directors, shall be filled only by the affirmative vote of a majority of the remaining directors then in office (even though less than a quorum) or by the sole remaining director. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the vacancy occurred or to which the new directorship is apportioned, and until such director's successor shall have been elected and qualified or until such director's earlier death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director, except as may be provided in a Preferred Stock Designation with respect to any additional director elected by the holders of the applicable series of Preferred Stock.

SECTION E

LIMITATION ON LIABILITY AND INDEMNIFICATION

1. Limitation On Liability.

To the fullest extent permitted by the DGCL as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this paragraph 1 shall be prospective only and shall not adversely affect any limitation, right or protection of a director of the Corporation existing at the time of such repeal or modification.

2. Indemnification.

(a) *Right to Indemnification.* The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter

be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) incurred by such person. Such right of indemnification shall inure whether or not the claim asserted is based on matters which antedate the adoption of this Section E. The Corporation shall be required to indemnify or make advances to a person in connection with a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

(b) *Prepayment of Expenses.* The Corporation shall pay the expenses (including attorneys' fees) incurred by a director or officer in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this paragraph or otherwise.

(c) *Claims.* If a claim for indemnification or payment of expenses under this paragraph is not paid in full within 30 days after a written claim therefor has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

(d) *Non-Exclusivity of Rights.* The rights conferred on any person by this paragraph shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Certificate, the Bylaws, agreement, vote of stockholders or resolution of disinterested directors or otherwise.

(e) *Insurance.* The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (i) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the provisions of this Section E; and (ii) to indemnify or insure directors and officers against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Section E.

(f) *Other Indemnification.* The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, enterprise or

nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity.

3. Amendment or Repeal.

Any amendment, modification or repeal of the foregoing provisions of this Section E shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

SECTION F

AMENDMENT OF BYLAWS

In furtherance and not in limitation of the powers conferred by the DGCL, the Board of Directors, by action taken by the affirmative vote of not less than 75% of the members of the Board of Directors then in office, is hereby expressly authorized and empowered to adopt, amend or repeal any provision of the Bylaws of this Corporation.

ARTICLE VI

MEETINGS OF STOCKHOLDERS

SECTION A

ANNUAL AND SPECIAL MEETINGS

Subject to the rights of the holders of any series of Preferred Stock, stockholder action may be taken only at an annual or special meeting. Except as otherwise provided in a Preferred Stock Designation with respect to any series of Preferred Stock or unless otherwise prescribed by law or by another provision of this Certificate, special meetings of the stockholders of the Corporation, for any purpose or purposes, shall be called by the Secretary of the Corporation at the request of at least 75% of the members of the Board of Directors then in office.

SECTION B

ACTION WITHOUT A MEETING

Except as otherwise provided in a Preferred Stock Designation with respect to any series of Preferred Stock, no action required to be taken or which may be taken at any annual meeting or special meeting of stockholders may be taken without a meeting, and the power of stockholders to consent in writing, without a meeting, to the taking of any action is specifically denied.

ARTICLE VII

ACTIONS REQUIRING SUPERMAJORITY STOCKHOLDER VOTE

Subject to the rights of the holders of any series of Preferred Stock, the affirmative vote of the holders of at least 80% of the total voting power of the then outstanding Voting Securities, voting together as a single class at a meeting specifically called for such purpose, shall be required in order for the Corporation to take any action to authorize:

(a) the amendment, alteration or repeal of any provision of this Certificate or the addition or insertion of other provisions herein; provided, however, that this clause (a) shall not apply to any such amendment, alteration, repeal, addition or insertion (i) as to which the laws of the State of Delaware, as then in effect, do not require the consent of this Corporation's stockholders, or (ii) that at least 75% of the members of the Board of Directors then in office have approved;

(b) the adoption, amendment or repeal of any provision of the Bylaws of the Corporation; provided, however, that this clause (b) shall not apply to, and no vote of the stockholders of the Corporation shall be required to authorize, the adoption, amendment or repeal of any provision of the Bylaws of the Corporation by the Board of Directors in accordance with the power conferred upon it pursuant to Section F of Article V of this Certificate;

(c) the merger or consolidation of this Corporation with or into any other corporation; provided, however, that this clause (c) shall not apply to any such merger or consolidation (i) as to which the laws of the State of Delaware, as then in effect, do not require the consent of this Corporation's stockholders, or (ii) that at least 75% of the members of the Board of Directors then in office have approved;

(d) the sale, lease or exchange of all, or substantially all, of the assets of the Corporation; provided, however, that this clause (d) shall not apply to any such sale, lease or exchange that at least 75% of the members of the Board of Directors then in office have approved; or

(e) the dissolution of the Corporation; provided, however, that this clause (e) shall not apply to such dissolution if at least 75% of the members of the Board of Directors then in office have approved such dissolution.

Subject to the foregoing provisions of this Article VII, the Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other Persons whomsoever by and pursuant to this Certificate in its present form or as hereafter amended are granted subject to the rights reserved in this Article VII.

ARTICLE VIII

SECTION 203 OF THE DGCL

The Corporation expressly elects not to be governed by Section 203 of the DGCL.”

IN WITNESS WHEREOF, the undersigned has signed this Restated Certificate of Incorporation this 15th day of June, 2005.

LIBERTY GLOBAL, INC.

By: /s/ Elizabeth M. Markowski

Name: Elizabeth M. Markowski

Title: Secretary

LIBERTY GLOBAL, INC.

A Delaware Corporation

BYLAWS

ARTICLE I

STOCKHOLDERS

Section 1.1 Annual Meeting.

An annual meeting of stockholders for the purpose of electing directors and of transacting any other business properly brought before the meeting pursuant to these Bylaws shall be held each year at such date, time and place, either within or without the State of Delaware or, if so determined by the Board of Directors in its sole discretion, at no place (but rather by means of remote communication), as may be specified by the Board of Directors in the notice of meeting.

Section 1.2 Special Meetings.

Except as otherwise provided in the terms of any series of preferred stock or unless otherwise provided by law or by the Corporation's Restated Certificate of Incorporation, special meetings of stockholders of the Corporation, for the transaction of such business as may properly come before the meeting, may be called by the Secretary of the Corporation only at the request of not less than 75% of the members of the Board of Directors then in office. Only such business may be transacted as is specified in the notice of the special meeting. The Board of

Directors shall have the sole power to determine the time, date and place, either within or without the State of Delaware, for any special meeting of stockholders. Following such determination, it shall be the duty of the Secretary to cause notice to be given to the stockholders entitled to vote at such meeting that a meeting will be held at the time, date and place and in accordance with the record date determined by the Board of Directors.

Section 1.3 Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date: (i) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by the laws of the State of Delaware, not be more than sixty (60) nor less than ten (10) days before the date of such meeting, and (ii) in the case of any other lawful action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed by the Board of Directors: (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and (ii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to

vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.4 Notice of Meetings.

Notice of all stockholders meetings, stating the place, if any, date and hour thereof; the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting; the place within the city, other municipality or community or electronic network at which the list of stockholders may be examined; and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered in accordance with applicable law and applicable stock exchange rules and regulations by the Chairman of the Board, the President, any Vice President, the Secretary or an Assistant Secretary, to each stockholder entitled to vote thereat at least ten (10) days but not more than sixty (60) days before the date of the meeting, unless a different period is prescribed by law, or the lapse of the prescribed period of time shall have been waived. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to such stockholder's address as it appears on the records of the Corporation.

Section 1.5 Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders. (1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders only (i) pursuant to the Corporation's notice of meeting (or any supplement thereto), (ii) by or at the direction of the Board of Directors or (iii) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 1.5 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 1.5.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a)(1) of this Section 1.5, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business other than the nominations of persons for election to the Board of Directors must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting (provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For purposes of the first annual meeting of stockholders to be held in 2006, the first anniversary date shall be deemed to be June 15, 2006. Such stockholder's notice shall set forth: (i) as to each person whom the stockholder proposes to nominate for election as a director (x) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act")

and (y) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (ii) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (iii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (w) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (x) the class and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (y) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, and (z) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination. The foregoing notice requirements of clauses (a)(2)(ii) and (iii) of this Section 1.5 shall be deemed satisfied by a stockholder if the stockholder has notified the Corporation of his or her intention to present a proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has

been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(3) Notwithstanding anything in the second sentence of paragraph (a)(2) of this Section 1.5 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation at an annual meeting is increased and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 1.5 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or (2) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 1.5 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and upon such election and who complies

with the notice procedures set forth in this Section 1.5. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by paragraph (a)(2) of this Section 1.5 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General. (1) Only such persons who are nominated in accordance with the procedures set forth in this Section 1.5 shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.5. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty (i) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.5 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be,

proxies in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (a)(2)(iii)(z) of this Section 1.5) and (ii) if any proposed nomination or business was not made or proposed in compliance with this Section 1.5, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 1.5, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.5, to be considered a qualified representative of the stockholder, a person must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) For purposes of this Section 1.5, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(3) Notwithstanding the foregoing provisions of this Section 1.5, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.5. Nothing in this Section 1.5 shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act

or (ii) of the holders of any series of preferred stock to elect directors pursuant to any applicable provisions of the Corporation's Restated Certificate of Incorporation.

Section 1.6 Quorum.

Subject to the rights of the holders of any series of preferred stock and except as otherwise provided by law or in the Corporation's Restated Certificate of Incorporation or these Bylaws, at any meeting of stockholders, the holders of a majority in total voting power of the outstanding shares of stock entitled to vote at the meeting shall be present or represented by proxy in order to constitute a quorum for the transaction of any business. The chairman of the meeting shall have the power and duty to determine whether a quorum is present at any meeting of the stockholders. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including, but not limited to, its own stock, held by it in a fiduciary capacity. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 1.7 hereof until a quorum shall be present.

Section 1.7 Adjournment.

Any meeting of stockholders, annual or special, may adjourn from time to time solely by the chairman of the meeting because of the absence of a quorum or for any other reason and to reconvene at the same or some other time, date and place, if any. Notice need not be given of any such adjourned meeting if the time, date and place thereof are announced at the meeting at which the adjournment is taken. The chairman of the meeting shall have full power and authority to adjourn a stockholder meeting in his sole discretion even over stockholder

opposition to such adjournment. The stockholders present at a meeting shall not have the authority to adjourn the meeting. If the time, date and place, if any, thereof, and the means of remote communication, if any, by which the stockholders and the proxy holders may be deemed to be present and in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken and the adjournment is for less than thirty (30) days, no notice need be given of any such adjourned meeting. If the adjournment is for more than thirty (30) days and the time, date and place, if any, and the means of remote communication, if any, by which the stockholders and the proxy holders may be deemed to be present and in person are not announced at the meeting at which the adjournment is taken, or if after the adjournment a new record date is fixed for the adjourned meeting, then notice shall be given by the Secretary as required for the original meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

Section 1.8 Organization.

The Chairman of the Board, or in his absence the Vice-Chairman of the Board, or in their absence the President, or in their absence any Vice President, shall call to order meetings of stockholders and preside over and act as chairman of such meetings. The Board of Directors or, if the Board fails to act, the stockholders, may appoint any stockholder, director or officer of the Corporation to act as chairman of any meeting in the absence of the Chairman of the Board, the Vice-Chairman of the Board, the President and all Vice Presidents. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be determined by the chairman of the meeting and announced at the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Unless otherwise determined by the Board of Directors, the chairman of the meeting shall have the exclusive right to determine the order of

business and to prescribe other such rules, regulations and procedures and shall have the authority in his discretion to regulate the conduct of any such meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) rules and procedures for maintaining order at the meeting and the safety of those present; (ii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iii) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (iv) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

The Secretary shall act as secretary of all meetings of stockholders, but, in the absence of the Secretary, the chairman of the meeting may appoint any other person to act as secretary of the meeting.

Section 1.9 Postponement or Cancellation of Meeting.

Any previously scheduled annual or special meeting of the stockholders may be postponed or canceled by resolution of the Board of Directors upon public notice given prior to the time previously scheduled for such meeting of stockholders.

Section 1.10 Voting.

Subject to the rights of the holders of any series of preferred stock and except as otherwise provided by law, the Corporation's Restated Certificate of Incorporation or these Bylaws and except for the election of directors, at any meeting duly called and held at which a quorum is present, the affirmative vote of a majority of the combined voting power of the

outstanding shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Subject to the rights of the holders of any series of preferred stock, at any meeting duly called and held for the election of directors at which a quorum is present, directors shall be elected by a plurality of the combined voting power of the outstanding shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1 Number and Term of Office.

(a) The governing body of this Corporation shall be a Board of Directors. Subject to any rights of the holders of any series of preferred stock to elect additional directors, the Board of Directors shall be comprised of not less than three (3) members, or such other number as may be fixed from time to time by the Board of Directors by resolution adopted by the affirmative vote of 75% of the members of the Board of Directors then in office. Directors need not be stockholders of the Corporation. The Corporation shall nominate the person(s) holding the offices of Chairman of the Board and President for election as directors at any meeting at which such person(s) are subject to election as directors. The Board of Directors shall appoint from its own members at its first meeting after each annual meeting of stockholders a Vice-Chairman of the Board who, in the absence of the Chairman of the Board, will preside at all meetings of the stockholders and the Board of Directors.

(b) Except as otherwise fixed by the Corporation's Restated Certificate of Incorporation relating to the rights of the holders of any series of preferred stock to separately elect additional directors, which additional directors are not required to be classified pursuant to

the terms of such series of preferred stock, the Board of Directors shall be divided into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as possible, of a number of directors equal to one-third (33 1/3 %) of the then authorized number of members of the Board of Directors. The term of office of the initial Class I directors shall expire at the annual meeting of stockholders in 2006; the term of office of the initial Class II directors shall expire at the annual meeting of stockholders in 2007; and the term of office of the initial Class III directors shall expire at the annual meeting of stockholders in 2008. At each annual meeting of stockholders of the Corporation the successors of that class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. The directors of each class will serve until the earliest to occur of their death, resignation, removal or disqualification or the election and qualification of their respective successors.

Section 2.2 Resignations.

Any director of the Corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, Vice-Chairman of the Board, or the President or Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time be not specified therein, then upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective unless otherwise stated therein.

Section 2.3 Removal of Directors.

Subject to the rights of the holders of any series of preferred stock, directors may be removed from office only for cause upon the affirmative vote of the holders of not less than a majority of the total voting power of the then outstanding shares entitled to vote at an election of directors voting together as a single class.

Section 2.4 Newly Created Directorships and Vacancies.

Subject to the rights of the holders of any series of preferred stock, vacancies on the Board of Directors resulting from death, resignation, removal, disqualification or other cause, and newly created directorships resulting from any increase in the number of directors on the Board of Directors, shall be filled by the affirmative vote of a majority of the remaining directors then in office (even though less than a quorum) or by the sole remaining director at any regular or special meeting of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the vacancy occurred or to which the new directorship is apportioned, and until such director's successor shall have been elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director, except as may be provided in the terms of any series of preferred stock with respect to any additional director elected by the holders of such series of preferred stock. Notwithstanding Article I of these Bylaws, in case the entire Board of Directors shall die or resign, the President or Secretary of the Corporation, or any ten (10) stockholders may call and cause notice to be given for a special meeting of stockholders in the same manner that the Chairman of the Board or Vice-Chairman of the Board may call such a meeting, and directors for the unexpired terms may be elected at such special meeting.

Section 2.5 Meetings.

The annual meeting of each newly elected Board of Directors may be held on such date and at such time and place as the Board of Directors determines. The annual meeting may be held immediately following the annual meeting of stockholders, and if so held, no notice of such meeting shall be necessary to the newly elected directors in order to hold the meeting legally, provided that a quorum shall be present thereat.

Notice of each regular meeting shall be furnished in writing to each member of the Board of Directors not less than five (5) days in advance of said meeting, unless such notice requirement is waived in writing by each member. No notice need be given of the meeting immediately following an annual meeting of stockholders.

Special meetings of the Board of Directors shall be held at such time and place as shall be designated in the notice of the meeting. Special meetings of the Board of Directors may be called by the Chairman of the Board or the Vice-Chairman of the Board, and shall be called by the President or Secretary of the Corporation upon the written request of not less than 75% of the members of the Board of Directors then in office.

Section 2.6 Notice of Special Meetings.

The Secretary, or in his absence any other officer of the Corporation, shall give each director notice of the time and place of holding of special meetings of the Board of Directors by mail at least ten (10) days before the meeting, or by facsimile transmission, electronic mail or personal service at least twenty-four (24) hours before the meeting unless such notice requirement is waived in writing by each member. Unless otherwise stated in the notice thereof, any and all business may be transacted at any meeting without specification of such business in the notice.

Section 2.7 Conference Telephone Meeting.

Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of telephone conference or other similar communications equipment by means of which all persons participating in the meeting can hear each other and communicate with each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 2.8 Quorum and Organization of Meetings.

A majority of the total number of members of the Board of Directors as constituted from time to time shall constitute a quorum for the transaction of business, but, if at any meeting of the Board of Directors (whether or not adjourned from a previous meeting) there shall be less than a quorum present, a majority of those present may adjourn the meeting to another time, date and place, and the meeting may be held as adjourned without further notice or waiver. Except as otherwise provided by law, the Corporation's Restated Certificate of Incorporation or these Bylaws, a majority of the directors present at any meeting at which a quorum is present may decide any question brought before such meeting. Meetings shall be presided over by the Chairman of the Board or in his absence by the Vice-Chairman of the Board, or in their absence by such other person as the directors may select. The Board of Directors shall keep written minutes of its meetings. The Secretary of the Corporation shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee to replace absent or disqualified members at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board of Directors passed as aforesaid, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and

may authorize the seal of the Corporation to be impressed on all papers that may require it, but no such committee shall have the power or authority of the Board of Directors in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the laws of the State of Delaware to be submitted to the stockholders for approval or (ii) adopting, amending or repealing any Bylaw of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Unless otherwise specified in the resolution of the Board of Directors designating a committee, at all meetings of such committee a majority of the total number of members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these Bylaws.

Section 2.9 Indemnification.

To the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, the Corporation shall indemnify and hold harmless any person who is or was made, or threatened to be made, a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the Corporation, or while a director or officer of the Corporation is or was serving at the request of

the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprises including non-profit enterprises (an "Other Entity"), against all liabilities and losses, judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements). Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or to an Other Entity at the request of the Corporation to the extent the Board of Directors at any time specifies that such persons are entitled to the benefits of this Section 2.9. Except as otherwise provided in Section 2.11 hereof, the Corporation shall be required to indemnify a person in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by the person was authorized in the specific case by the Board of Directors.

Section 2.10 Advancement of Expenses.

The Corporation shall, from time to time, reimburse or advance to any director or officer or other person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding in advance of the final disposition of such Proceeding; provided, however, that, if required by the laws of the State of Delaware, such expenses incurred by or on behalf of any director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other person is not entitled to be indemnified for such expenses. Except as otherwise provided in Section 2.11 hereof, the Corporation shall be required to

reimburse or advance expenses incurred by a person in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by the person was authorized by the Board of Directors.

Section 2.11 Claims.

If a claim for indemnification or advancement of expenses under this Article II is not paid in full within thirty (30) days after a written claim therefor by the person seeking indemnification or reimbursement or advancement of expenses has been received by the Corporation, the person may file suit to recover the unpaid amount of such claim and, if successful, in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the person seeking indemnification or reimbursement or advancement of expenses is not entitled to the requested indemnification, reimbursement or advancement of expenses under applicable law.

Section 2.12 Amendment, Modification or Repeal.

Any amendment, modification or repeal of the foregoing provisions of this Article II shall not adversely affect any right or protection hereunder of any person entitled to indemnification under Section 2.9 hereof in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 2.13 Nonexclusivity of Rights.

The rights conferred on any person by this Article II shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Corporation's Restated Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 2.14 Other Sources.

The Corporation's obligation, if any, to indemnify or to advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of an Other Entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such Other Entity.

Section 2.15 Other Indemnification and Prepayment of Expenses.

This Article II shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to additional persons when and as authorized by appropriate corporate action.

Section 2.16 Executive Committee of the Board of Directors.

The Board of Directors, by the affirmative vote of not less than 75% of the members of the Board of Directors then in office, may designate an executive committee, all of whose members shall be directors, to manage and operate the affairs of the Corporation or particular properties or enterprises of the Corporation. Subject to the limitations of the law of the State of Delaware and the Corporation's Restated Certificate of Incorporation, such executive committee shall exercise all powers and authority of the Board of Directors in the management of the business and affairs of the Corporation including, but not limited to, the power and authority to authorize the issuance of shares of common or preferred stock. The executive committee shall keep minutes of its meetings and report to the Board of Directors not less often than quarterly on its activities and shall be responsible to the Board of Directors for the conduct of the enterprises and affairs entrusted to it. Regular meetings of the executive committee, of which no notice shall be necessary, shall be held at such time, dates and places as shall be fixed by resolution adopted by the executive committee. Special meetings of the executive committee shall be called at the request of the President or of any member of the executive committee, and

shall be held upon such notice as is required by these Bylaws for special meetings of the Board of Directors, provided that oral notice by telephone or otherwise shall be sufficient if received not later than the day immediately preceding the day of the meeting.

Section 2.17 Other Committees of the Board of Directors.

The Board of Directors may by resolution establish committees other than an executive committee and shall specify with particularity the powers and duties of any such committee. Subject to the limitations of the laws of the State of Delaware and the Corporation's Restated Certificate of Incorporation, any such committee shall exercise all powers and authority specifically granted to it by the Board of Directors, which powers may include the authority to authorize the issuance of shares of common or preferred stock. Such committees shall serve at the pleasure of the Board of Directors, keep minutes of their meetings and have such names as the Board of Directors by resolution may determine and shall be responsible to the Board of Directors for the conduct of the enterprises and affairs entrusted to them.

Section 2.18 Directors' Compensation.

Directors shall receive such compensation for attendance at any meetings of the Board and any expenses incidental to the performance of their duties as the Board of Directors shall determine by resolution. Such compensation may be in addition to any compensation received by the members of the Board of Directors in any other capacity.

Section 2.19 Action Without Meeting.

Nothing contained in these Bylaws shall be deemed to restrict the power of members of the Board of Directors or any committee designated by the Board of Directors to take any action required or permitted to be taken by them without a meeting.

ARTICLE III

OFFICERS

Section 3.1 Executive Officers.

The Board of Directors shall elect from its own members, at its first meeting after each annual meeting of stockholders, a Chairman of the Board, a Vice-Chairman of the Board and a President. The Board of Directors may also elect such Vice Presidents as in the opinion of the Board of Directors the business of the Corporation requires, a Treasurer and a Secretary, any of whom may or may not be directors. The Board of Directors may also elect, from time to time, such other or additional officers as in its opinion are desirable for the conduct of business of the Corporation. Each officer shall hold office until the first meeting of the Board of Directors following the next annual meeting of stockholders following their respective election. Any person may hold at one time two or more offices; provided, however, that the President shall not hold any other office except that of Chairman of the Board or Vice-Chairman of the Board.

Section 3.2 Powers and Duties of Officers.

The Chairman of the Board shall have overall responsibility for the management and direction of the business and affairs of the Corporation and shall exercise such duties as customarily pertain to the office of Chairman of the Board and such other duties as may be prescribed from time to time by the Board of Directors. He shall be the senior officer of the Corporation and in case of the inability or failure of the President to perform his duties, he shall perform the duties of the President. He may appoint and terminate the appointment or election of officers, agents or employees other than those appointed or elected by the Board of Directors. He may sign, execute and deliver, in the name of the Corporation, powers of attorney, contracts, bonds and other obligations. The Chairman shall preside at all meetings of stockholders and of

the Board of Directors at which he is present, and shall perform such other duties as may be prescribed from time to time by the Board of Directors or these Bylaws.

The Vice-Chairman of the Board shall perform the duties and exercise the powers of the office of Chairman of the Board in the absence or disability of the Chairman of the Board.

The President of the Corporation shall have such powers and perform such duties as customarily pertain to a chief executive officer and the office of a president, including, without limitation, being responsible for the active direction of the daily business of the Corporation, and shall exercise such other duties as may be prescribed from time to time by the Board of Directors. The President may sign, execute and deliver, in the name of the Corporation, powers of attorney, contracts, bonds and other obligations. In the absence or disability of the Chairman of the Board and the Vice-Chairman of the Board, the President shall perform the duties and exercise the powers of the office of Chairman of the Board.

Vice Presidents shall have such powers and perform such duties as may be assigned to them by the Chairman of the Board, the President, the executive committee, if any, or the Board of Directors. A Vice President may sign and execute contracts and other obligations pertaining to the regular course of his duties which implement policies established by the Board of Directors.

The Treasurer shall be the chief financial officer of the Corporation. Unless the Board of Directors otherwise declares by resolution, the Treasurer shall have general custody of all the funds and securities of the Corporation and general supervision of the collection and disbursement of funds of the Corporation. He shall endorse for collection on behalf of the Corporation checks, notes and other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depository as the Board of Directors may designate. He

may sign, with the Chairman of the Board, President or such other person or persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Corporation. He shall enter or cause to be entered regularly in the books of the Corporation a full and accurate account of all moneys received and paid by him on account of the Corporation, shall at all reasonable times exhibit his books and accounts to any director of the Corporation upon application at the office of the Corporation during business hours and, whenever required by the Board of Directors or the President, shall render a statement of his accounts. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or by these Bylaws. He may be required to give bond for the faithful performance of his duties in such sum and with such surety as shall be approved by the Board of Directors. Any Assistant Treasurer shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

The Secretary shall keep the minutes of all meetings of the stockholders and of the Board of Directors. The Secretary shall cause notice to be given of meetings of stockholders, of the Board of Directors, and of any committee appointed by the Board of Directors. He or she shall have custody of the corporate seal, minutes and records relating to the conduct and acts of the stockholders and Board of Directors, which shall, at all reasonable times, be open to the examination of any director. The Secretary or any Assistant Secretary may certify the record of proceedings of the meetings of the stockholders or of the Board of Directors or resolutions adopted at such meetings, may sign or attest certificates, statements or reports required to be filed with governmental bodies or officials, may sign acknowledgments of instruments, may give

notices of meetings and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 3.3 Bank Accounts.

In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Directors, the Treasurer, with approval of the Chairman of the Board or the President, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he may deem necessary or appropriate, provided payments from such bank accounts are to be made upon and according to the check of the Corporation, which may be signed jointly or singularly by either the manual or facsimile signature or signatures of such officers or bonded employees of the Corporation as shall be specified in the written instructions of the Treasurer or Assistant Treasurer of the Corporation with the approval of the Chairman of the Board or the President of the Corporation.

Section 3.4 Proxies; Stock Transfers.

Unless otherwise provided in the Corporation's Restated Certificate of Incorporation or directed by the Board of Directors, the Chairman of the Board or the President or any Vice President or their designees shall have full power and authority on behalf of the Corporation to attend and to vote upon all matters and resolutions at any meeting of stockholders of any corporation in which this Corporation may hold stock, and may exercise on behalf of this Corporation any and all of the rights and powers incident to the ownership of such stock at any such meeting, whether regular or special, and at all adjournments thereof, and shall have power and authority to execute and deliver proxies and consents on behalf of this Corporation in connection with the exercise by this Corporation of the rights and powers incident to the ownership of such stock, with full power of substitution or revocation. Unless otherwise provided in the Corporation's Restated Certificate of Incorporation or directed by the Board of

Directors, the Chairman of the Board or the President or any Vice President or their designees shall have full power and authority on behalf of the Corporation to transfer, sell or dispose of stock of any corporation in which this Corporation may hold stock.

ARTICLE IV
CAPITAL STOCK

Section 4.1 Shares.

The shares of the corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by the Chairman of the Board of Directors or the President and by the Secretary or the Treasurer, and sealed with the seal of the Corporation. Such seal may be a facsimile, engraved or printed. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) of the Delaware General Corporation Law or a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights.

Any of or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such an officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such officer, transfer agent or registrar had not ceased to hold such position at the time of its issuance.

Section 4.2 Transfer of Shares.

(a) Upon surrender to the Corporation or the transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares such uncertificated shares shall be cancelled, and the issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the Corporation.

(b) The person in whose name shares of stock stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 4.3 Lost Certificates.

The Board of Directors or any transfer agent of the Corporation may direct a new certificate or certificates or uncertificated shares representing stock of the Corporation to be issued in place of any certificate or certificates theretofore issued by the Corporation, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the Board of Directors (or any transfer agent of the Corporation authorized to do so by a resolution of the Board of Directors) may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost,

stolen or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as the Board of Directors (or any transfer agent so authorized) shall direct to indemnify the Corporation and the transfer agent against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificates or uncertificated shares, and such requirement may be general or confined to specific instances.

Section 4.4 Transfer Agent and Registrar.

The Board of Directors may appoint one or more transfer agents and one or more registrars, and may require all certificates for shares to bear the manual or facsimile signature or signatures of any of them.

Section 4.5 Regulations.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, registration, cancellation and replacement of certificates representing stock of the Corporation or uncertificated shares, which rules and regulations shall comply in all respects with the rules and regulations of the transfer agent.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Offices.

The Corporation shall maintain a registered office in the State of Delaware as required by the laws of the State of Delaware. The Corporation may also have offices in such other places, either within or without the State of Delaware, as the Board of Directors may from time to time designate or as the business of the Corporation may require.

Section 5.2 Corporate Seal.

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words “Corporate Seal” and “Delaware.”

Section 5.3 Fiscal Year.

The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 5.4 Notices and Waivers Thereof.

Whenever any notice is required by the laws of the State of Delaware, the Corporation’s Restated Certificate of Incorporation or these Bylaws to be given to any stockholder, director or officer, such notice, except as otherwise provided by law, may be given personally, or by mail, or, in the case of directors or officers, by electronic mail or facsimile transmission, addressed to such address as appears on the books of the Corporation. Any notice given by electronic mail or facsimile transmission shall be deemed to have been given when it shall have been transmitted and any notice given by mail shall be deemed to have been given three (3) business days after it shall have been deposited in the United States mail with postage thereon prepaid.

Whenever any notice is required to be given by law, the Corporation’s Restated Certificate of Incorporation, or these Bylaws, a written waiver thereof, signed by the person entitled to such notice, whether before or after the meeting or the time stated therein, shall be deemed equivalent in all respects to such notice to the full extent permitted by law.

Section 5.5 Saving Clause.

These Bylaws are subject to the provisions of the Corporation’s Restated Certificate of Incorporation and applicable law. In the event any provision of these Bylaws is inconsistent with the Corporation’s Restated Certificate of Incorporation or the corporate laws of

the State of Delaware, such provision shall be invalid to the extent only of such conflict, and such conflict shall not affect the validity of any other provision of these Bylaws.

Section 5.6 Amendments.

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors, by action taken by the affirmative vote of not less than 75% of the members of the Board of Directors then in office, is hereby expressly authorized and empowered to adopt, amend or repeal any provision of the Bylaws of this Corporation.

Subject to the rights of the holders of any series of preferred stock, these Bylaws may be adopted, amended or repealed by the affirmative vote of the holders of not less than 80% of the total voting power of the then outstanding capital stock of the Corporation entitled to vote thereon; provided, however, that this paragraph shall not apply to, and no vote of the stockholders of the Corporation shall be required to authorize, the adoption, amendment or repeal of any provision of the Bylaws by the Board of Directors in accordance with the preceding paragraph.

INCORPORATED UNDER THE LAWS
OF THE STATE OF DELAWARE

LIBERTY GLOBAL, INC.

A

SERIES A COMMON STOCK
THIS CERTIFICATE IS TRANSFERABLE IN
CANTON, MA, JERSEY CITY, NJ AND NEW YORK, NY

CUSIP 530555 10 1
SEE REVERSE FOR CERTIFICATION

THIS CERTIFIES that

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF THE SERIES A COMMON STOCK, PAR VALUE \$.01 PER SHARE, OF
LIBERTY GLOBAL, INC.

(hereinafter called the "Corporation") transferable on the books of the Corporation by the holder hereof, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.
WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: _____


 CHIEF EXECUTIVE OFFICER



 SECRETARY

COUNTERSIGNED AND REGISTERED:
EQUISERVE TRUST COMPANY, N.A.
 TRANSFER AGENT AND REGISTRAR
 BY 
 AUTHORIZED SIGNATURE

LIBERTY GLOBAL, INC.

The Corporation will furnish without charge to each shareholder who so requests a full statement of the designations, preferences, limitations and relative rights of each class of stock or series thereof of the Corporation and the variations in the relative rights and preferences between the shares of any series of preferred stock, so far as the same have been fixed and determined, and the authority of the board of directors to fix and determine the relative rights and preferences of any series of preferred stock. Such requests may be made to the Corporation or to the transfer agent.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common	UNIF GIFT MIN ACT — _____	Custodian	_____
TEN ENT — as tenants by the entities	(Cust)		(Minor)
JT TEN — as joint tenants with the right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act		_____
		(State)	

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

Shares

of the Series A Common Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney

to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

Signature(s):

NOTICE:

THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

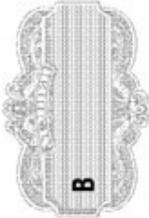
Signature(s) Guaranteed

By _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C.

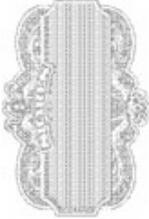
INCORPORATED UNDER THE LAWS
OF THE STATE OF DELAWARE

LIBERTY GLOBAL, INC.



B

SERIES B COMMON STOCK
THIS CERTIFICATE IS TRANSFERABLE IN
CANTON, MA, JERSEY CITY, NJ AND NEW YORK, NY



CUSIP 530555 20 0
SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES that

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF THE SERIES B COMMON STOCK, PAR VALUE \$0.01 PER SHARE, OF
LIBERTY GLOBAL, INC.

(hereinafter called the "Corporation") transferable on the books of the Corporation by the holder hereof, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.
WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

[Signature]
CHIEF EXECUTIVE OFFICER



[Signature]
SECRETARY

COUNTERSIGNED AND REGISTERED BY:
EQUISERVE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR

BY *[Signature]*

AUTHORIZED SIGNATURE

LIBERTY GLOBAL, INC.

The Corporation will furnish without charge to each shareholder who so requests a full statement of the designations, preferences, limitations and relative rights of each class of stock or series thereof of the Corporation and the variations in the relative rights and preferences between the shares of any series of preferred stock, so far as the same have been fixed and determined, and the authority of the board of directors to fix and determine the relative rights and preferences of any series of preferred stock. Such requests may be made to the Corporation or to the transfer agent.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common	UNIF GIFT MIN ACT — _____	Custodian	_____
TEN ENT — as tenants by the entities	(Cust)		(Minor)
JT TEN — as joint tenants with the right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act		_____
		(State)	

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____ Shares
of the Series B Common Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint
_____ Attorney
to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

Signature(s):

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed

By _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C.

LIBERTY GLOBAL, INC.

2005 INCENTIVE PLAN

ARTICLE I

PURPOSE OF PLAN

1.1 *Purpose.* The purpose of the Plan is to promote the success of the Company by providing a method whereby (i) eligible employees of the Company and its Subsidiaries and (ii) independent contractors providing services to the Company and its Subsidiaries may be awarded additional remuneration for services rendered and encouraged to invest in capital stock of the Company, thereby increasing their proprietary interest in the Company's businesses, encouraging them to remain in the employ of the Company or its Subsidiaries, and increasing their personal interest in the continued success and progress of the Company and its Subsidiaries. The Plan is also intended to aid in (i) attracting Persons of exceptional ability to become officers and employees of the Company and its Subsidiaries and (ii) inducing independent contractors to agree to provide services to the Company and its Subsidiaries.

1.2 *Effective Date.* The Plan was originally effective May 11, 2004 (the "Effective Date"). The Plan, as amended and restated, became effective as of March 9, 2005, with respect to Awards made after that date.

ARTICLE II

DEFINITIONS

2.1 *Certain Defined Terms.* Capitalized terms not defined elsewhere in the Plan shall have the following meanings (whether used in the singular or plural):

"Affiliate" of the Company means any corporation, partnership or other business association that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company.

"Agreement" means a stock option agreement, stock appreciation rights agreement, restricted shares agreement, stock units agreement, cash award agreement or an agreement evidencing more than one type of Award, specified in Section 11.5, as any such Agreement may be supplemented or amended from time to time.

"Approved Transaction" means any transaction in which the Board (or, if approval of the Board is not required as a matter of law, the stockholders of the Company) shall approve (i) any consolidation or merger of the Company, or binding share exchange, pursuant to which shares of Common Stock of the Company would be

changed or converted into or exchanged for cash, securities, or other property, other than any such transaction in which the common stockholders of the Company immediately prior to such transaction have the same proportionate ownership of the Common Stock of, and voting power with respect to, the surviving corporation immediately after such transaction, (ii) any merger, consolidation or binding share exchange to which the Company is a party as a result of which the Persons who are common stockholders of the Company immediately prior thereto have less than a majority of the combined voting power of the outstanding capital stock of the Company ordinarily (and apart from the rights accruing under special circumstances) having the right to vote in the election of directors immediately following such merger, consolidation or binding share exchange, (iii) the adoption of any plan or proposal for the liquidation or dissolution of the Company, or (iv) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company.

“Award” means a grant of Options, SARs, Restricted Shares, Stock Units, Performance Awards, Cash Awards and/or cash amounts under the Plan.

“Board” means the Board of Directors of the Company.

“Board Change” means, during any period of two consecutive years, individuals who at the beginning of such period constituted the entire Board cease for any reason to constitute a majority thereof unless the election, or the nomination for election, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period.

“Cash Award” means an Award made pursuant to Section 10.1 of the Plan to a Holder that is paid solely on account of the attainment of one or more Performance Objectives that have been preestablished by the Committee.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute or statutes thereto. Reference to any specific Code section shall include any successor section.

“Committee” means the committee of the Board appointed pursuant to Section 3.1 to administer the Plan.

“Common Stock” means each or any (as the context may require) series of the Company’s common stock.

“Company” means Liberty Global, Inc., a Delaware corporation.

“Control Purchase” means any transaction (or series of related transactions) in which (i) any person (as such term is defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), corporation or other entity (other than the Company, any Subsidiary of the Company or any employee benefit plan sponsored by the Company or any Subsidiary

of the Company) shall purchase any Common Stock of the Company (or securities convertible into Common Stock of the Company) for cash, securities or any other consideration pursuant to a tender offer or exchange offer, without the prior consent of the Board, or (ii) any person (as such term is so defined), corporation or other entity (other than the Company, any Subsidiary of the Company, any employee benefit plan sponsored by the Company or any Subsidiary of the Company or any Exempt Person (as defined below)) shall become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the then outstanding securities of the Company ordinarily (and apart from the rights accruing under special circumstances) having the right to vote in the election of directors (calculated as provided in Rule 13d-3(d) under the Exchange Act in the case of rights to acquire the Company’s securities), other than in a transaction (or series of related transactions) approved by the Board. For purposes of this definition, “Exempt Person” means each of (a) the Chairman of the Board, the President and each of the directors of Liberty Media International, Inc. as of the Distribution Date, and (b) the respective family members, estates and heirs of each of the Persons referred to in clause (a) above and any trust or other investment vehicle for the primary benefit of any of such Persons or their respective family members or heirs. As used with respect to any Person, the term “family member” means the spouse, siblings and lineal descendants of such Person.

“Disability” means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

“Distribution Date” means the date on which Liberty Media International, Inc. ceased to be a wholly owned subsidiary of Liberty Media Corporation, a Delaware corporation.

“Dividend Equivalents” means, with respect to Restricted Shares to be issued at the end of the Restriction Period, to the extent specified by the Committee only, an amount equal to all dividends and other distributions (or the economic equivalent thereof) which are payable to stockholders of record during the Restriction Period on a like number and kind of shares of Common Stock.

“Domestic Relations Order” means a domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act, or the rules thereunder.

“Effective Date” has the meaning ascribed thereto in Section 1.2.

“Equity Security” shall have the meaning ascribed to such term in Section 3(a)(11) of the Exchange Act, and an equity security of an issuer shall have the meaning ascribed thereto in Rule 16a-1 promulgated under the Exchange Act, or any successor Rule.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor statute or statutes thereto. Reference to any specific Exchange Act section shall include any successor section.

“Fair Market Value” of a share of any series of Common Stock on any day means the last sale price (or, if no last sale price is reported, the average of the high bid and low asked prices) for a share of such series of Common Stock on such day (or, if such day is not a trading day, on the next preceding trading day) as reported on the consolidated transaction reporting system for the principal national securities exchange on which shares of such series of Common Stock are listed on such day or if such shares are not then listed on a national securities exchange, then as reported on Nasdaq. If for any day the Fair Market Value of a share of the applicable series of Common Stock is not determinable by any of the foregoing means, then the Fair Market Value for such day shall be determined in good faith by the Committee on the basis of such quotations and other considerations as the Committee deems appropriate.

“Free Standing SAR” has the meaning ascribed thereto in Section 7.1.

“Holder” means a Person who has received an Award under the Plan.

“Nasdaq” means The Nasdaq Stock Market.

“Nonqualified Stock Option” means a stock option granted under Article VI.

“Option” means a Nonqualified Stock Option.

“Performance Award” means an Award made pursuant to Article X of the Plan to a Holder that is subject to the attainment of one or more Performance Objectives.

“Performance Objective” means a standard established by the Committee to determine in whole or in part whether a Performance Award shall be earned.

“Person” means an individual, corporation, limited liability company, partnership, trust, incorporated or unincorporated association, joint venture or other entity of any kind.

“Plan” means this Liberty Global, Inc. 2005 Incentive Plan.

“Restricted Shares” means shares of any series of Common Stock or the right to receive shares of any specified series of Common Stock, as the case may be, awarded pursuant to Article VIII.

“Restriction Period” means a period of time beginning on the date of each Award of Restricted Shares and ending on the Vesting Date with respect to such Award.

“Retained Distribution” has the meaning ascribed thereto in Section 8.3.

“SARs” means stock appreciation rights, awarded pursuant to Article VII, with respect to shares of any specified series of Common Stock.

“Stock Unit Awards” has the meaning ascribed thereto in Section 9.1.

“Subsidiary” of a Person means any present or future subsidiary (as defined in Section 424(f) of the Code) of such Person or any business entity in which such Person owns, directly or indirectly, 50% or more of the voting, capital or profits interests. An entity shall be deemed a subsidiary of a Person for purposes of this definition only for such periods as the requisite ownership or control relationship is maintained.

“Tandem SARs” has the meaning ascribed thereto in Section 7.1.

“Vesting Date,” with respect to any Restricted Shares awarded hereunder, means the date on which such Restricted Shares cease to be subject to a risk of forfeiture, as designated in or determined in accordance with the Agreement with respect to such Award of Restricted Shares pursuant to Article VIII. If more than one Vesting Date is designated for an Award of Restricted Shares, reference in the Plan to a Vesting Date in respect of such Award shall be deemed to refer to each part of such Award and the Vesting Date for such part.

ARTICLE III

ADMINISTRATION

3.1 *Committee.* The Plan shall be administered by the Compensation Committee of the Board unless a different committee is subsequently appointed by the Board. The Committee shall be comprised of not less than two Persons. The Board may from time to time appoint members of the Committee in substitution for or in addition to members previously appointed, may fill vacancies in the Committee and may remove members of the Committee. The Committee shall select one of its members as its chairman and shall hold its meetings at such times and places as it shall deem advisable. A majority of its members shall constitute a quorum and all determinations shall be made by a majority of such quorum. Any determination reduced to writing and signed by all of the members shall be as fully effective as if it had been made by a majority vote at a meeting duly called and held.

3.2 *Powers.* The Committee shall have full power and authority to grant to eligible Persons Options under Article VI of the Plan, SARs under Article VII of the Plan, Restricted Shares under Article VIII of the Plan, Stock Units under Article IX of the Plan, Cash Awards under Article X of the Plan and/or Performance Awards under Article X of the Plan, to determine the terms and conditions (which need not be identical) of all Awards so granted, to interpret the provisions of the Plan and any Agreements relating to Awards granted under the Plan and to supervise the administration of the Plan. The Committee in making an Award may

provide for the granting or issuance of additional, replacement or alternative Awards upon the occurrence of specified events, including the exercise of the original Award. The Committee shall have sole authority in the selection of Persons to whom Awards may be granted under the Plan and in the determination of the timing, pricing and amount of any such Award, subject only to the express provisions of the Plan. In making determinations hereunder, the Committee may take into account the nature of the services rendered by the respective employees and independent contractors, their present and potential contributions to the success of the Company and its Subsidiaries, and such other factors as the Committee in its discretion deems relevant.

3.3 *Interpretation.* The Committee is authorized, subject to the provisions of the Plan, to establish, amend and rescind such rules and regulations as it deems necessary or advisable for the proper administration of the Plan and to take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each action and determination made or taken pursuant to the Plan by the Committee, including any interpretation or construction of the Plan, shall be final and conclusive for all purposes and upon all Persons. No member of the Committee shall be liable for any action or determination made or taken by him or the Committee in good faith with respect to the Plan.

ARTICLE IV

SHARES SUBJECT TO THE PLAN

4.1 *Number of Shares; Award Limits.* Subject to the provisions of this Article IV, the maximum number of shares of Common Stock with respect to which Awards may be granted during the term of the Plan shall be 25 million shares. Shares of Common Stock will be made available from the authorized but unissued shares of the Company or from shares reacquired by the Company, including shares purchased in the open market. The shares of Common Stock subject to (i) any Award granted under the Plan that shall expire, terminate or be annulled for any reason without having been exercised (or considered to have been exercised as provided in Section 7.2), (ii) any Award of any SARs granted under the Plan that shall be exercised for cash, and (iii) any Award of Restricted Shares or Stock Units that shall be forfeited prior to becoming vested (provided that the Holder received no benefits of ownership of such Restricted Shares or Stock Units other than voting rights and the accumulation of Retained Distributions and unpaid Dividend Equivalents that are likewise forfeited) shall again be available for purposes of the Plan. Except for Awards described in Section 11.1, no Person may be granted in any calendar year Awards covering more than 2 million shares of Common Stock (as such amount may be adjusted from time to time as provided in Section 4.2). No Person shall receive payment for Cash Awards during any calendar year aggregating in excess of \$10,000,000.

4.2 *Adjustments.* If the Company subdivides its outstanding shares of any series of Common Stock into a greater number of shares of such series of Common Stock (by stock dividend, stock split, reclassification, or otherwise) or combines its outstanding shares of any series of Common Stock into a smaller number of shares of such series of Common Stock (by reverse stock split, reclassification, or otherwise) or if the Committee determines that any stock dividend, extraordinary cash dividend, reclassification, recapitalization, reorganization, split-up,

spin-off, combination, exchange of shares, warrants or rights offering to purchase such series of Common Stock or other similar corporate event (including mergers or consolidations other than those which constitute Approved Transactions, adjustments with respect to which shall be governed by Section 11.1(b)) affects any series of Common Stock so that an adjustment is to preserve the benefits or potential benefits intended to be made available under the Plan, then the Committee, in its sole discretion and in such manner as the Committee may deem equitable and appropriate, may make such adjustments to any or all of (i) the number and kind of shares of stock which thereafter may be awarded, optioned or otherwise made subject to the benefits contemplated by the Plan, (ii) the number and kind of shares of stock subject to outstanding Awards, and (iii) the purchase or exercise price and the relevant appreciation base with respect to any of the foregoing, *provided, however*, that the number of shares subject to any Award shall always be a whole number. Notwithstanding the foregoing, if all shares of any series of Common Stock are redeemed, then each outstanding Award shall be adjusted to substitute for the shares of such series of Common Stock subject thereto the kind and amount of cash, securities or other assets issued or paid in the redemption of the equivalent number of shares of such series of Common Stock and otherwise the terms of such Award, including, in the case of Options or similar rights, the aggregate exercise price, and, in the case of Free Standing SARs, the aggregate base price, shall remain constant before and after the substitution (unless otherwise determined by the Committee and provided in the applicable Agreement). The Committee may, if deemed appropriate, provide for a cash payment to any Holder of an Award in connection with any adjustment made pursuant to this Section 4.2.

ARTICLE V

ELIGIBILITY

5.1 *General*. The Persons who shall be eligible to participate in the Plan and to receive Awards under the Plan shall, subject to Section 5.2, be such Persons who are employees (including officers and directors) of or independent contractors providing services to the Company or its Subsidiaries as the Committee shall select. Awards may be made to employees or independent contractors who hold or have held Awards under the Plan or any similar or other awards under any other plan of the Company or any of its Affiliates.

5.2 *Ineligibility*. No member of the Committee, while serving as such, shall be eligible to receive an Award.

ARTICLE VI

STOCK OPTIONS

6.1 *Grant of Options*. Subject to the limitations of the Plan, the Committee shall designate from time to time those eligible Persons to be granted Options, the time when each Option shall be granted to such eligible Persons, the series and number of shares of Common Stock subject to such Option, and, subject to Section 6.2, the purchase price of the shares of Common Stock subject to such Option.

6.2 *Option Price*. The price at which shares may be purchased upon exercise of an Option shall be fixed by the Committee and may be no less than the Fair Market Value of the shares of the applicable series of Common Stock subject to the Option as of the date the Option is granted.

6.3 *Term of Options*. Subject to the provisions of the Plan with respect to death, retirement and termination of employment, the term of each Option shall be for such period as the Committee shall determine as set forth in the applicable Agreement.

6.4 *Exercise of Options*. An Option granted under the Plan shall become (and remain) exercisable during the term of the Option to the extent provided in the applicable Agreement and the Plan and, unless the Agreement otherwise provides, may be exercised to the extent exercisable, in whole or in part, at any time and from time to time during such term; *provided, however*, that subsequent to the grant of an Option, the Committee, at any time before complete termination of such Option, may accelerate the time or times at which such Option may be exercised in whole or in part (without reducing the term of such Option).

6.5 *Manner of Exercise*.

(a) *Form of Payment*. An Option shall be exercised by written notice to the Company upon such terms and conditions as the Agreement may provide and in accordance with such other procedures for the exercise of Options as the Committee may establish from time to time. The method or methods of payment of the purchase price for the shares to be purchased upon exercise of an Option and of any amounts required by Section 11.9 shall be determined by the Committee and may consist of (i) cash, (ii) check, (iii) promissory note (subject to applicable law), (iv) whole shares of any series of Common Stock, (v) the withholding of shares of the applicable series of Common Stock issuable upon such exercise of the Option, (vi) the delivery, together with a properly executed exercise notice, of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds required to pay the purchase price, or (vii) any combination of the foregoing methods of payment, or such other consideration and method of payment as may be permitted for the issuance of shares under the Delaware General Corporation Law. The permitted method or methods of payment of the amounts payable upon exercise of an Option, if other than in cash, shall be set forth in the applicable Agreement and may be subject to such conditions as the Committee deems appropriate.

(b) *Value of Shares*. Unless otherwise determined by the Committee and provided in the applicable Agreement, shares of any series of Common Stock delivered in payment of all or any part of the amounts payable in connection with the exercise of an Option, and shares of any series of Common Stock withheld for such payment, shall be valued for such purpose at their Fair Market Value as of the exercise date.

(c) *Issuance of Shares.* The Company shall effect the transfer of the shares of Common Stock purchased under the Option as soon as practicable after the exercise thereof and payment in full of the purchase price therefor and of any amounts required by Section 11.9, and within a reasonable time thereafter, such transfer shall be evidenced on the books of the Company. Unless otherwise determined by the Committee and provided in the applicable Agreement, (i) no Holder or other Person exercising an Option shall have any of the rights of a stockholder of the Company with respect to shares of Common Stock subject to an Option granted under the Plan until due exercise and full payment has been made, and (ii) no adjustment shall be made for cash dividends or other rights for which the record date is prior to the date of such due exercise and full payment.

6.6 *Nontransferability.* Unless otherwise determined by the Committee and provided in the applicable Agreement, Options shall not be transferable other than by will or the laws of descent and distribution or pursuant to a Domestic Relations Order, and, except as otherwise required pursuant to a Domestic Relations Order, Options may be exercised during the lifetime of the Holder thereof only by such Holder (or his or her court-appointed legal representative).

ARTICLE VII

SARs

7.1 *Grant of SARs.* Subject to the limitations of the Plan, SARs may be granted by the Committee to such eligible Persons in such numbers, with respect to any specified series of Common Stock, and at such times during the term of the Plan as the Committee shall determine. A SAR may be granted to a Holder of an Option (hereinafter called a “related Option”) with respect to all or a portion of the shares of Common Stock subject to the related Option (a “Tandem SAR”) or may be granted separately to an eligible employee (a “Free Standing SAR”). Subject to the limitations of the Plan, SARs shall be exercisable in whole or in part upon notice to the Company upon such terms and conditions as are provided in the Agreement.

7.2 *Tandem SARs.* A Tandem SAR may be granted either concurrently with the grant of the related Option or at any time thereafter prior to the complete exercise, termination, expiration or cancellation of such related Option. Tandem SARs shall be exercisable only at the time and to the extent that the related Option is exercisable (and may be subject to such additional limitations on exercisability as the Agreement may provide) and in no event after the complete termination or full exercise of the related Option. Upon the exercise or termination of the related Option, the Tandem SARs with respect thereto shall be canceled automatically to the extent of the number of shares of Common Stock with respect to which the related Option was so exercised or terminated. Subject to the limitations of the Plan, upon the exercise of a Tandem SAR and unless otherwise determined by the Committee and provided in the applicable Agreement, (i) the Holder thereof shall be entitled to receive from the Company, for each share of the applicable series of Common Stock with respect to which the Tandem SAR is being exercised, consideration (in the form determined as provided in Section 7.4) equal in value to the excess of the Fair Market Value of a share of the applicable series of Common Stock with respect to which the Tandem SAR was granted on the date of exercise over the related Option

purchase price per share, and (ii) the related Option with respect thereto shall be canceled automatically to the extent of the number of shares of Common Stock with respect to which the Tandem SAR was so exercised.

7.3 Free Standing SARs. Free Standing SARs shall be exercisable at the time, to the extent and upon the terms and conditions set forth in the applicable Agreement. The base price of a Free Standing SAR may be no less than the Fair Market Value of the applicable series of Common Stock with respect to which the Free Standing SAR was granted as of the date the Free Standing SAR is granted. Subject to the limitations of the Plan, upon the exercise of a Free Standing SAR and unless otherwise determined by the Committee and provided in the applicable Agreement, the Holder thereof shall be entitled to receive from the Company, for each share of the applicable series of Common Stock with respect to which the Free Standing SAR is being exercised, consideration (in the form determined as provided in Section 7.4) equal in value to the excess of the Fair Market Value of a share of the applicable series of Common Stock with respect to which the Free Standing SAR was granted on the date of exercise over the base price per share of such Free Standing SAR.

7.4 Consideration. The consideration to be received upon the exercise of a SAR by the Holder shall be paid in the applicable series of Common Stock with respect to which the SAR was granted (valued at Fair Market Value on the date of exercise of such SAR); provided, however, that the Committee may permit the Holder of an SAR who is not subject to United States federal income tax to be paid consideration in the form of cash, or a combination of cash and the applicable series of Common Stock with respect to which the SAR was granted. No fractional shares of Common Stock shall be issuable upon exercise of a SAR, and unless otherwise provided in the applicable Agreement, the Holder will receive cash in lieu of fractional shares. Unless the Committee shall otherwise determine, to the extent a Free Standing SAR is exercisable, it will be exercised automatically on its expiration date.

7.5 Limitations. The applicable Agreement may provide for a limit on the amount payable to a Holder upon exercise of SARs at any time or in the aggregate, for a limit on the time periods during which a Holder may exercise SARs, and for such other limits on the rights of the Holder and such other terms and conditions of the SAR, including a condition that the SAR may be exercised only in accordance with rules and regulations adopted from time to time, as the Committee may determine. Unless otherwise so provided in the applicable Agreement, any such limit relating to a Tandem SAR shall not restrict the exercisability of the related Option. Such rules and regulations may govern the right to exercise SARs granted prior to the adoption or amendment of such rules and regulations as well as SARs granted thereafter.

7.6 Exercise. For purposes of this Article VII, the date of exercise of a SAR shall mean the date on which the Company shall have received notice from the Holder of the SAR of the exercise of such SAR (unless otherwise determined by the Committee and provided in the applicable Agreement).

7.7 Nontransferability. Unless otherwise determined by the Committee and provided in the applicable Agreement, (i) SARs shall not be transferable other than by will or the laws of

descent and distribution or pursuant to a Domestic Relations Order, and (ii) except as otherwise required pursuant to a Domestic Relations Order, SARs may be exercised during the lifetime of the Holder thereof only by such Holder (or his or her court-appointed legal representative).

ARTICLE VIII

RESTRICTED SHARES

8.1 *Grant.* Subject to the limitations of the Plan, the Committee shall designate those eligible Persons to be granted Awards of Restricted Shares, shall determine the time when each such Award shall be granted, shall determine whether shares of Common Stock covered by Awards of Restricted Shares will be issued at the beginning or the end of the Restriction Period and whether Dividend Equivalents will be paid during the Restriction Period in the event shares of the applicable series of Common Stock are to be issued at the end of the Restriction Period, and shall designate (or set forth the basis for determining) the Vesting Date or Vesting Dates for each Award of Restricted Shares, and may prescribe other restrictions, terms and conditions applicable to the vesting of such Restricted Shares in addition to those provided in the Plan. The Committee shall determine the price, if any, to be paid by the Holder for the Restricted Shares; *provided, however,* that the issuance of Restricted Shares shall be made for at least the minimum consideration necessary to permit such Restricted Shares to be deemed fully paid and nonassessable. All determinations made by the Committee pursuant to this Section 8.1 shall be specified in the Agreement.

8.2 *Issuance of Restricted Shares at Beginning of the Restriction Period.* If shares of the applicable series of Common Stock are issued at the beginning of the Restriction Period, the stock certificate or certificates representing such Restricted Shares shall be registered in the name of the Holder to whom such Restricted Shares shall have been awarded. During the Restriction Period, certificates representing the Restricted Shares and any securities constituting Retained Distributions shall bear a restrictive legend to the effect that ownership of the Restricted Shares (and such Retained Distributions), and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms and conditions provided in the Plan and the applicable Agreement. Such certificates shall remain in the custody of the Company or its designee, and the Holder shall deposit with the custodian stock powers or other instruments of assignment, each endorsed in blank, so as to permit retransfer to the Company of all or any portion of the Restricted Shares and any securities constituting Retained Distributions that shall be forfeited or otherwise not become vested in accordance with the Plan and the applicable Agreement.

8.3 *Restrictions.* Restricted Shares issued at the beginning of the Restriction Period shall constitute issued and outstanding shares of the applicable series of Common Stock for all corporate purposes. The Holder will have the right to vote such Restricted Shares, to receive and retain such dividends and distributions, as the Committee may designate, paid or distributed on such Restricted Shares, and to exercise all other rights, powers and privileges of a Holder of shares of the applicable series of Common Stock with respect to such Restricted Shares; *except, that,* unless otherwise determined by the Committee and provided in the applicable Agreement,

(i) the Holder will not be entitled to delivery of the stock certificate or certificates representing such Restricted Shares until the Restriction Period shall have expired and unless all other vesting requirements with respect thereto shall have been fulfilled or waived; (ii) the Company or its designee will retain custody of the stock certificate or certificates representing the Restricted Shares during the Restriction Period as provided in Section 8.2; (iii) other than such dividends and distributions as the Committee may designate, the Company or its designee will retain custody of all distributions (“Retained Distributions”) made or declared with respect to the Restricted Shares (and such Retained Distributions will be subject to the same restrictions, terms and vesting, and other conditions as are applicable to the Restricted Shares) until such time, if ever, as the Restricted Shares with respect to which such Retained Distributions shall have been made, paid or declared shall have become vested, and such Retained Distributions shall not bear interest or be segregated in a separate account; (iv) the Holder may not sell, assign, transfer, pledge, exchange, encumber or dispose of the Restricted Shares or any Retained Distributions or his interest in any of them during the Restriction Period; and (v) a breach of any restrictions, terms or conditions provided in the Plan or established by the Committee with respect to any Restricted Shares or Retained Distributions will cause a forfeiture of such Restricted Shares and any Retained Distributions with respect thereto.

8.4 Issuance of Stock at End of the Restriction Period. Restricted Shares issued at the end of the Restriction Period shall not constitute issued and outstanding shares of the applicable series of Common Stock, and the Holder shall not have any of the rights of a stockholder with respect to the shares of Common Stock covered by such an Award of Restricted Shares, in each case until such shares shall have been transferred to the Holder at the end of the Restriction Period. If and to the extent that shares of Common Stock are to be issued at the end of the Restriction Period, the Holder shall be entitled to receive Dividend Equivalents with respect to the shares of Common Stock covered thereby either (i) during the Restriction Period or (ii) in accordance with the rules applicable to Retained Distributions, as the Committee may specify in the Agreement.

8.5 Cash Payments. In connection with any Award of Restricted Shares, an Agreement may provide for the payment of a cash amount to the Holder of such Restricted Shares after such Restricted Shares shall have become vested. Such cash amounts shall be payable in accordance with such additional restrictions, terms and conditions as shall be prescribed by the Committee in the Agreement and shall be in addition to any other salary, incentive, bonus or other compensation payments which such Holder shall be otherwise entitled or eligible to receive from the Company.

8.6 Completion of Restriction Period. On the Vesting Date with respect to each Award of Restricted Shares and the satisfaction of any other applicable restrictions, terms and conditions, (i) all or the applicable portion of such Restricted Shares shall become vested, (ii) any Retained Distributions and any unpaid Dividend Equivalents with respect to such Restricted Shares shall become vested to the extent that the Restricted Shares related thereto shall have become vested, and (iii) any cash amount to be received by the Holder with respect to such Restricted Shares shall become payable, all in accordance with the terms of the applicable Agreement. Any such Restricted Shares, Retained Distributions and any unpaid Dividend

Equivalents that shall not become vested shall be forfeited to the Company, and the Holder shall not thereafter have any rights (including dividend and voting rights) with respect to such Restricted Shares, Retained Distributions and any unpaid Dividend Equivalents that shall have been so forfeited. The Committee may, in its discretion, provide that the delivery of any Restricted Shares, Retained Distributions and unpaid Dividend Equivalents that shall have become vested, and payment of any related cash amounts that shall have become payable under this Article VIII, shall be deferred until such date or dates as the recipient may elect. Any election of a recipient pursuant to the preceding sentence shall be filed in writing with the Committee in accordance with such rules and regulations, including any deadline for the making of such an election, as the Committee may provide, and shall be made in compliance with Section 409A of the Code.

ARTICLE IX

STOCK UNITS

9.1 *Grant.* In addition to granting Awards of Options, SARs and Restricted Shares, the Committee shall, subject to the limitations of the Plan, have authority to grant to eligible Persons Awards of Stock Units which may be in the form of shares of any specified series of Common Stock or units, the value of which is based, in whole or in part, on the Fair Market Value of the shares of any specified series of Common Stock. Subject to the provisions of the Plan, including any rules established pursuant to Section 9.2, Awards of Stock Units shall be subject to such terms, restrictions, conditions, vesting requirements and payment rules as the Committee may determine in its discretion, which need not be identical for each Award. The determinations made by the Committee pursuant to this Section 9.1 shall be specified in the applicable Agreement.

9.2 *Rules.* The Committee may, in its discretion, establish any or all of the following rules for application to an Award of Stock Units:

(a) Any shares of Common Stock which are part of an Award of Stock Units may not be assigned, sold, transferred, pledged or otherwise encumbered prior to the date on which the shares are issued or, if later, the date provided by the Committee at the time of the Award.

(b) Such Awards may provide for the payment of cash consideration by the Person to whom such Award is granted or provide that the Award, and any shares of Common Stock to be issued in connection therewith, if applicable, shall be delivered without the payment of cash consideration; *provided, however,* that the issuance of any shares of Common Stock in connection with an Award of Stock Units shall be for at least the minimum consideration necessary to permit such shares to be deemed fully paid and nonassessable.

(c) Awards of Stock Units may provide for deferred payment schedules, vesting over a specified period of employment, the payment (on a current or deferred

basis) of dividend equivalent amounts with respect to the number of shares of Common Stock covered by the Award, and elections by the employee to defer payment of the Award or the lifting of restrictions on the Award, if any, provided that any such deferrals shall comply with the requirements of Section 409A of the Code.

(d) In such circumstances as the Committee may deem advisable, the Committee may waive or otherwise remove, in whole or in part, any restrictions or limitations to which a Stock Unit Award was made subject at the time of grant.

ARTICLE X

CASH AWARDS AND PERFORMANCE AWARDS

10.1 *Cash Awards.* In addition to granting Options, SARs, Restricted Shares and Stock Units, the Committee shall, subject to the limitations of the Plan, have authority to grant to eligible Persons Cash Awards. Each Cash Award shall be subject to such terms and conditions, restrictions and contingencies as the Committee shall determine. Restrictions and contingencies limiting the right to receive a cash payment pursuant to a Cash Award shall be based upon the achievement of single or multiple Performance Objectives over a performance period established by the Committee. The determinations made by the Committee pursuant to this Section 10.1 shall be specified in the applicable Agreement.

10.2 *Designation as a Performance Award.* The Committee shall have the right to designate any Award of Options, SARs, Restricted Shares or Stock Units as a Performance Award. All Cash Awards shall be designated as Performance Awards.

10.3 *Performance Objectives.* The grant or vesting of a Performance Award shall be subject to the achievement of Performance Objectives over a performance period established by the Committee based upon one or more of the following business criteria that apply to the Holder, one or more business units, divisions or Subsidiaries of the Company or the applicable sector of the Company, or the Company as a whole, and if so desired by the Committee, by comparison with a peer group of companies: increased revenue; net income measures (including income after capital costs and income before or after taxes); stock price measures (including growth measures and total stockholder return); price per share of Common Stock; market share; earnings per share (actual or targeted growth); earnings before interest, taxes, depreciation, and amortization (EBITDA); economic value added (or an equivalent metric); market value added; debt to equity ratio; cash flow measures (including cash flow return on capital, cash flow return on tangible capital, net cash flow and net cash flow before financing activities); return measures (including return on equity, return on average assets, return on capital, risk-adjusted return on capital, return on investors' capital and return on average equity); operating measures (including operating income, funds from operations, cash from operations, after-tax operating income; sales volumes, production volumes and production efficiency); expense measures (including overhead cost and general and administrative expense); margins; stockholder value; total stockholder return; proceeds from dispositions; total market value and corporate values measures (including ethics compliance, environmental and safety). Unless otherwise stated, such a Performance

Objective need not be based upon an increase or positive result under a particular business criterion and could include, for example, maintaining the status quo or limiting economic losses (measured, in each case, by reference to specific business criteria). The Committee shall have the authority to determine whether the Performance Objectives and other terms and conditions of the Award are satisfied, and the Committee's determination as to the achievement of Performance Objectives relating to a Performance Award shall be made in writing.

10.4 *Section 162(m) of the Code.* Notwithstanding the foregoing provisions, if the Committee intends for a Performance Award to be granted and administered in a manner designed to preserve the deductibility of the compensation resulting from such Award in accordance with Section 162(m) of the Code, then the Performance Objectives for such particular Performance Award relative to the particular period of service to which the Performance Objectives relate shall be established by the Committee in writing (i) no later than 90 days after the beginning of such period and (ii) prior to the completion of 25% of such period.

10.5 *Waiver of Performance Objectives.* The Committee shall have no discretion to modify or waive the Performance Objectives or conditions to the grant or vesting of a Performance Award unless such Award is not intended to qualify as qualified performance-based compensation under Section 162(m) of the Code and the relevant Agreement provides for such discretion.

ARTICLE XI

GENERAL PROVISIONS

11.1 *Acceleration of Awards.*

(a) *Death or Disability.* If a Holder's employment shall terminate by reason of death or Disability, notwithstanding any contrary waiting period, installment period, vesting schedule or Restriction Period in any Agreement or in the Plan, unless the applicable Agreement provides otherwise: (i) in the case of an Option or SAR, each outstanding Option or SAR granted under the Plan shall immediately become exercisable in full in respect of the aggregate number of shares covered thereby; (ii) in the case of Restricted Shares, the Restriction Period applicable to each such Award of Restricted Shares shall be deemed to have expired and all such Restricted Shares, any related Retained Distributions and any unpaid Dividend Equivalents shall become vested and any related cash amounts payable pursuant to the applicable Agreement shall be adjusted in such manner as may be provided in the Agreement; and (iii) in the case of Stock Units, each such Award of Stock Units shall become vested in full.

(b) *Approved Transactions; Board Change; Control Purchase.* In the event of any Approved Transaction, Board Change or Control Purchase, notwithstanding any contrary waiting period, installment period, vesting schedule or Restriction Period in any Agreement or in the Plan, unless the applicable Agreement provides otherwise: (i) in the case of an Option or SAR, each such outstanding Option or SAR granted under the Plan

shall become exercisable in full in respect of the aggregate number of shares covered thereby; (ii) in the case of Restricted Shares, the Restriction Period applicable to each such Award of Restricted Shares shall be deemed to have expired and all such Restricted Shares, any related Retained Distributions and any unpaid Dividend Equivalents shall become vested and any related cash amounts payable pursuant to the applicable Agreement shall be adjusted in such manner as may be provided in the Agreement; and (iii) in the case of Stock Units, each such Award of Stock Units shall become vested in full, in each case effective upon the Board Change or Control Purchase or immediately prior to consummation of the Approved Transaction. The effect, if any, on a Cash Award of an Approved Transaction, Board Change or Control Purchase shall be prescribed in the applicable Agreement. Notwithstanding the foregoing, unless otherwise provided in the applicable Agreement, the Committee may, in its discretion, determine that any or all outstanding Awards of any or all types granted pursuant to the Plan will not vest or become exercisable on an accelerated basis in connection with an Approved Transaction if effective provision has been made for the taking of such action which, in the opinion of the Committee, is equitable and appropriate to substitute a new Award for such Award or to assume such Award and to make such new or assumed Award, as nearly as may be practicable, equivalent to the old Award (before giving effect to any acceleration of the vesting or exercisability thereof), taking into account, to the extent applicable, the kind and amount of securities, cash or other assets into or for which the applicable series of Common Stock may be changed, converted or exchanged in connection with the Approved Transaction.

11.2 Termination of Employment.

(a) *General.* If a Holder's employment shall terminate prior to an Option or SAR becoming exercisable or being exercised (or deemed exercised, as provided in Section 7.2) in full, or during the Restriction Period with respect to any Restricted Shares or prior to the vesting or complete exercise of any Stock Units, then such Option or SAR shall thereafter become or be exercisable, such Stock Units to the extent vested shall thereafter be exercisable, and the Holder's rights to any unvested Restricted Shares, Retained Distributions, unpaid Dividend Equivalents and related cash amounts and any such unvested Stock Units shall thereafter vest, in each case solely to the extent provided in the applicable Agreement; *provided, however,* that, unless otherwise determined by the Committee and provided in the applicable Agreement, (i) no Option or SAR may be exercised after the scheduled expiration date thereof; (ii) if the Holder's employment terminates by reason of death or Disability, the Option or SAR shall remain exercisable for a period of at least one year following such termination (but not later than the scheduled expiration of such Option or SAR); and (iii) any termination of the Holder's employment for cause will be treated in accordance with the provisions of Section 11.2(b). The effect on a Cash Award of the termination of a Holder's employment for any reason, other than for cause, shall be prescribed in the applicable Agreement.

(b) *Termination for Cause.* If a Holder's employment with the Company or a Subsidiary of the Company shall be terminated by the Company or such Subsidiary for

“cause” during the Restriction Period with respect to any Restricted Shares or prior to any Option or SAR becoming exercisable or being exercised in full or prior to the vesting or complete exercise of any Stock Unit or the payment in full of any Cash Award (for these purposes, “cause” shall have the meaning ascribed thereto in any employment agreement to which such Holder is a party or, in the absence thereof, shall include insubordination, dishonesty, incompetence, moral turpitude, other misconduct of any kind and the refusal to perform his duties and responsibilities for any reason other than illness or incapacity; *provided, however*, that if such termination occurs within 12 months after an Approved Transaction or Control Purchase or Board Change, termination for “cause” shall mean only a felony conviction for fraud, misappropriation, or embezzlement), then, unless otherwise determined by the Committee and provided in the applicable Agreement, (i) all Options and SARs and all unvested or unexercised Stock Units and all unpaid Cash Awards held by such Holder shall immediately terminate, and (ii) such Holder’s rights to all Restricted Shares, Retained Distributions, any unpaid Dividend Equivalents and any related cash amounts shall be forfeited immediately.

(c) *Miscellaneous.* The Committee may determine whether any given leave of absence constitutes a termination of employment; *provided, however*, that for purposes of the Plan, (i) a leave of absence, duly authorized in writing by the Company for military service or sickness, or for any other purpose approved by the Company if the period of such leave does not exceed 90 days, and (ii) a leave of absence in excess of 90 days, duly authorized in writing by the Company provided the employee’s right to reemployment is guaranteed either by statute or contract, shall not be deemed a termination of employment. Unless otherwise determined by the Committee and provided in the applicable Agreement, Awards made under the Plan shall not be affected by any change of employment so long as the Holder continues to be an employee of the Company.

11.3 *Right of Company to Terminate Employment.* Nothing contained in the Plan or in any Award, and no action of the Company or the Committee with respect thereto, shall confer or be construed to confer on any Holder any right to continue in the employ of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any Subsidiary of the Company to terminate the employment of the Holder at any time, with or without cause, subject, however, to the provisions of any employment agreement between the Holder and the Company or any Subsidiary of the Company.

11.4 *Nonalienation of Benefits.* Except as set forth herein, no right or benefit under the Plan shall be subject to anticipation, alienation, sale, assignment, hypothecation, pledge, exchange, transfer, encumbrance or charge, and any attempt to anticipate, alienate, sell, assign, hypothecate, pledge, exchange, transfer, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities or torts of the Person entitled to such benefits.

11.5 *Written Agreement.* Each Award of Options shall be evidenced by a stock option agreement; each Award of SARs shall be evidenced by a stock appreciation rights agreement; each Award of Restricted Shares shall be evidenced by a restricted shares agreement; each

Award of Stock Units shall be evidenced by a stock units agreement; and each Performance Award shall be evidenced by a performance award agreement (including a cash award agreement evidencing a Cash Award), each in such form and containing such terms and provisions not inconsistent with the provisions of the Plan as the Committee from time to time shall approve; *provided, however*, that if more than one type of Award is made to the same Holder, such Awards may be evidenced by a single Agreement with such Holder. Each grantee of an Option, SAR, Restricted Shares, Stock Units or Performance Award (including a Cash Award) shall be notified promptly of such grant, and a written Agreement shall be promptly executed and delivered by the Company. Any such written Agreement may contain (but shall not be required to contain) such provisions as the Committee deems appropriate (i) to insure that the penalty provisions of Section 4999 of the Code will not apply to any stock or cash received by the Holder from the Company or (ii) to provide cash payments to the Holder to mitigate the impact of such penalty provisions upon the Holder. Any such Agreement may be supplemented or amended from time to time as approved by the Committee as contemplated by Section 11.7(b).

11.6 *Designation of Beneficiaries.* Each Person who shall be granted an Award under the Plan may designate a beneficiary or beneficiaries and may change such designation from time to time by filing a written designation of beneficiary or beneficiaries with the Committee on a form to be prescribed by it, provided that no such designation shall be effective unless so filed prior to the death of such Person.

11.7 *Termination and Amendment.*

(a) *General.* Unless the Plan shall theretofore have been terminated as hereinafter provided, no Awards may be made under the Plan on or after the tenth anniversary of the Effective Date. The Plan may be terminated at any time prior to the tenth anniversary of the Effective Date and may, from time to time, be suspended or discontinued or modified or amended if such action is deemed advisable by the Committee.

(b) *Modification.* No termination, modification or amendment of the Plan may, without the consent of the Person to whom any Award shall theretofore have been granted, adversely affect the rights of such Person with respect to such Award. No modification, extension, renewal or other change in any Award granted under the Plan shall be made after the grant of such Award, unless the same is consistent with the provisions of the Plan. With the consent of the Holder and subject to the terms and conditions of the Plan (including Section 11.7(a)), the Committee may amend outstanding Agreements with any Holder, including any amendment which would (i) accelerate the time or times at which the Award may be exercised and/or (ii) extend the scheduled expiration date of the Award. Without limiting the generality of the foregoing, the Committee may, but solely with the Holder's consent unless otherwise provided in the Agreement, agree to cancel any Award under the Plan and grant a new Award in substitution therefor, provided that the Award so substituted shall satisfy all of the requirements of the Plan as of the date such new Award is made. Nothing contained in the foregoing provisions of this Section 11.7(b) shall be construed to prevent the

Committee from providing in any Agreement that the rights of the Holder with respect to the Award evidenced thereby shall be subject to such rules and regulations as the Committee may, subject to the express provisions of the Plan, adopt from time to time or impair the enforceability of any such provision.

11.8 *Government and Other Regulations.* The obligation of the Company with respect to Awards shall be subject to all applicable laws, rules and regulations and such approvals by any governmental agencies as may be required, including the effectiveness of any registration statement required under the Securities Act of 1933, and the rules and regulations of any securities exchange or association on which the Common Stock may be listed or quoted. For so long as any series of Common Stock are registered under the Exchange Act, the Company shall use its reasonable efforts to comply with any legal requirements (i) to maintain a registration statement in effect under the Securities Act of 1933 with respect to all shares of the applicable series of Common Stock that may be issued to Holders under the Plan and (ii) to file in a timely manner all reports required to be filed by it under the Exchange Act.

11.9 *Withholding.* The Company's obligation to deliver shares of Common Stock or pay cash in respect of any Award under the Plan shall be subject to applicable federal, state and local tax withholding requirements. Federal, state and local withholding tax due at the time of an Award, upon the exercise of any Option or SAR or upon the vesting of, or expiration of restrictions with respect to, Restricted Shares or Stock Units or the satisfaction of the Performance Objectives applicable to a Performance Award, as appropriate, may, in the discretion of the Committee, be paid in shares of the applicable series of Common Stock already owned by the Holder or through the withholding of shares otherwise issuable to such Holder, upon such terms and conditions (including the conditions referenced in Section 6.5) as the Committee shall determine. If the Holder shall fail to pay, or make arrangements satisfactory to the Committee for the payment to the Company of, all such federal, state and local taxes required to be withheld by the Company, then the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to such Holder an amount equal to any federal, state or local taxes of any kind required to be withheld by the Company with respect to such Award.

11.10 *Nonexclusivity of the Plan.* The adoption of the Plan by the Board shall not be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including the granting of stock options and the awarding of stock and cash otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

11.11 *Exclusion from Pension and Profit-Sharing Computation.* By acceptance of an Award, unless otherwise provided in the applicable Agreement, each Holder shall be deemed to have agreed that such Award is special incentive compensation that will not be taken into account, in any manner, as salary, compensation or bonus in determining the amount of any payment under any pension, retirement or other employee benefit plan, program or policy of the Company or any Subsidiary of the Company. In addition, each beneficiary of a deceased Holder shall be deemed to have agreed that such Award will not affect the amount of any life insurance

coverage, if any, provided by the Company on the life of the Holder which is payable to such beneficiary under any life insurance plan covering employees of the Company or any Subsidiary of the Company.

11.12 *Unfunded Plan.* Neither the Company nor any Subsidiary of the Company shall be required to segregate any cash or any shares of Common Stock which may at any time be represented by Awards, and the Plan shall constitute an “unfunded” plan of the Company. Except as provided in Article VIII with respect to Awards of Restricted Shares and except as expressly set forth in an Agreement, no employee shall have voting or other rights with respect to the shares of Common Stock covered by an Award prior to the delivery of such shares. Neither the Company nor any Subsidiary of the Company shall, by any provisions of the Plan, be deemed to be a trustee of any shares of Common Stock or any other property, and the liabilities of the Company and any Subsidiary of the Company to any employee pursuant to the Plan shall be those of a debtor pursuant to such contract obligations as are created by or pursuant to the Plan, and the rights of any employee, former employee or beneficiary under the Plan shall be limited to those of a general creditor of the Company or the applicable Subsidiary of the Company, as the case may be. In its sole discretion, the Board may authorize the creation of trusts or other arrangements to meet the obligations of the Company under the Plan, *provided, however*, that the existence of such trusts or other arrangements is consistent with the unfunded status of the Plan.

11.13 *Governing Law.* The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware.

11.14 *Accounts.* The delivery of any shares of Common Stock and the payment of any amount in respect of an Award shall be for the account of the Company or the applicable Subsidiary of the Company, as the case may be, and any such delivery or payment shall not be made until the recipient shall have paid or made satisfactory arrangements for the payment of any applicable withholding taxes as provided in Section 11.9.

11.15 *Legends.* Each certificate evidencing shares of Common Stock subject to an Award shall bear such legends as the Committee deems necessary or appropriate to reflect or refer to any terms, conditions or restrictions of the Award applicable to such shares, including any to the effect that the shares represented thereby may not be disposed of unless the Company has received an opinion of counsel, acceptable to the Company, that such disposition will not violate any federal or state securities laws.

11.16 *Company's Rights.* The grant of Awards pursuant to the Plan shall not affect in any way the right or power of the Company to make reclassifications, reorganizations or other changes of or to its capital or business structure or to merge, consolidate, liquidate, sell or otherwise dispose of all or any part of its business or assets.

11.17 *Interpretation.* The words “include,” “includes,” “included” and “including” to the extent used in the Plan shall be deemed in each case to be followed by the words “without limitation.”

11.18 *Section 409A*. Notwithstanding anything in this Plan to the contrary, if any Plan provision or Award under the Plan would result in the imposition of an additional tax under Code Section 409A and related regulations and United States Department of the Treasury pronouncements (“Section 409A”), that Plan provision or Award will be reformed to avoid imposition of the applicable tax and no action taken to comply with Section 409A shall be deemed to adversely affect the Holder’s rights to an Award.

LIBERTY GLOBAL, INC.
2005 NONEMPLOYEE DIRECTOR INCENTIVE PLAN

ARTICLE I

PURPOSE OF PLAN

1.1 *Purpose.* The purpose of the Plan is to provide a method whereby eligible Nonemployee Directors of the Company may be awarded additional remuneration for services rendered and encouraged to invest in capital stock of the Company, thereby increasing their proprietary interest in the Company's businesses and increasing their personal interest in the continued success and progress of the Company. The Plan is also intended to aid in attracting Persons of exceptional ability to become Nonemployee Directors of the Company.

1.2 *Effective Date.* The Plan was originally effective May 11, 2004 (the "Effective Date"). The Plan, as amended and restated, became effective as of April 1, 2005, with respect to Awards made after that date.

ARTICLE II

DEFINITIONS

2.1 *Certain Defined Terms.* Capitalized terms not defined elsewhere in the Plan shall have the following meanings (whether used in the singular or plural):

"Affiliate" of the Company means any corporation, partnership or other business association that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company.

"Agreement" means a stock option agreement, stock appreciation rights agreement, restricted shares agreement, stock units agreement or an agreement evidencing more than one type of Award, specified in Section 10.5, as any such Agreement may be supplemented or amended from time to time.

"Approved Transaction" means any transaction in which the Board (or, if approval of the Board is not required as a matter of law, the stockholders of the Company) shall approve (i) any consolidation or merger of the Company, or binding share exchange, pursuant to which shares of Common Stock of the Company would be changed or converted into or exchanged for cash, securities or other property, other than any such transaction in which the common stockholders of the Company immediately prior to such transaction have the same proportionate ownership of the Common Stock of, and voting power with respect to, the surviving corporation immediately after such transaction, (ii) any merger, consolidation or binding share exchange to which the

Company is a party as a result of which the Persons who are common stockholders of the Company immediately prior thereto have less than a majority of the combined voting power of the outstanding capital stock of the Company ordinarily (and apart from the rights accruing under special circumstances) having the right to vote in the election of directors immediately following such merger, consolidation or binding share exchange, (iii) the adoption of any plan or proposal for the liquidation or dissolution of the Company, or (iv) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company.

“Award” means a grant of Options, SARs, Restricted Shares, Stock Units and/or cash under the Plan.

“Board” means the Board of Directors of the Company.

“Board Change” means, during any period of two consecutive years, individuals who at the beginning of such period constituted the entire Board cease for any reason to constitute a majority thereof unless the election, or the nomination for election, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute or statutes thereto. Reference to any specific Code section shall include any successor section.

“Common Stock” means each or any (as the context may require) series of the Company’s common stock.

“Company” means Liberty Global, Inc., a Delaware corporation.

“Control Purchase” means any transaction (or series of related transactions) in which (i) any person (as such term is defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), corporation or other entity (other than the Company, any Subsidiary of the Company or any employee benefit plan sponsored by the Company or any Subsidiary of the Company) shall purchase any Common Stock of the Company (or securities convertible into Common Stock of the Company) for cash, securities or any other consideration pursuant to a tender offer or exchange offer, without the prior consent of the Board, or (ii) any person (as such term is so defined), corporation or other entity (other than the Company, any Subsidiary of the Company, any employee benefit plan sponsored by the Company or any Subsidiary of the Company or any Exempt Person (as defined below)) shall become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the then outstanding securities of the Company ordinarily (and apart from the rights accruing under special circumstances) having the right to vote in the election of directors (calculated as provided in Rule 13d-3(d) under the Exchange Act in the case of rights to acquire the Company’s securities), other than in a transaction (or series of related transactions) approved by the

Board. For purposes of this definition, “Exempt Person” means each of (a) the Chairman of the Board, the President and each of the directors of Liberty Media International, Inc. as of the Distribution Date, and (b) the respective family members, estates, and heirs of each of the Persons referred to in clause (a) above and any trust or other investment vehicle for the primary benefit of any of such Persons or their respective family members or heirs. As used with respect to any Person, the term “family member” means the spouse, siblings and lineal descendants of such Person.

“Disability” means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

“Distribution Date” means the date on which Liberty Media International, Inc. ceased to be a wholly owned subsidiary of Liberty Media Corporation, a Delaware corporation.

“Dividend Equivalents” means, with respect to Restricted Shares to be issued at the end of the Restriction Period, to the extent specified by the Board only, an amount equal to all dividends and other distributions (or the economic equivalent thereof) which are payable to stockholders of record during the Restriction Period on a like number and kind of shares of Common Stock.

“Domestic Relations Order” means a domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act, or the rules thereunder.

“Effective Date” has the meaning ascribed thereto in Section 1.2.

“Equity Security” shall have the meaning ascribed to such term in Section 3(a)(11) of the Exchange Act, and an equity security of an issuer shall have the meaning ascribed thereto in Rule 16a-1 promulgated under the Exchange Act, or any successor Rule.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor statute or statutes thereto. Reference to any specific Exchange Act section shall include any successor section.

“Fair Market Value” of a share of any series of Common Stock on any day means the last sale price (or, if no last sale price is reported, the average of the high bid and low asked prices) for a share of such series of Common Stock on such day (or, if such day is not a trading day, on the next preceding trading day) as reported on the consolidated transaction reporting system for the principal national securities exchange on which shares of such series of Common Stock are listed on such day or if such shares are not then listed on a national securities exchange, then as reported on Nasdaq. If for any day the Fair Market Value of a share of the applicable series of Common Stock is not determinable by any of the foregoing means, then the Fair Market Value for such day

shall be determined in good faith by the Board on the basis of such quotations and other considerations as the Board deems appropriate.

“Free Standing SAR” has the meaning ascribed thereto in Section 7.1.

“Holder” means a Person who has received an Award under the Plan.

“Nasdaq” means The Nasdaq Stock Market.

“Nonemployee Director” means an individual who is a member of the Board and who is not an employee of the Company or any Subsidiary.

“Nonqualified Stock Option” means a stock option granted under Article VI.

“Option” means a Nonqualified Stock Option.

“Person” means an individual, corporation, limited liability company, partnership, trust, incorporated or unincorporated association, joint venture or other entity of any kind.

“Plan” means this Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan.

“Restricted Shares” means shares of any series of Common Stock or the right to receive shares of any specified series of Common Stock, as the case may be, awarded pursuant to Article VIII.

“Restriction Period” means a period of time beginning on the date of each Award of Restricted Shares and ending on the Vesting Date with respect to such Award.

“Retained Distribution” has the meaning ascribed thereto in Section 8.3.

“SARs” means stock appreciation rights, awarded pursuant to Article VII, with respect to shares of any specified series of Common Stock.

“Stock Unit Awards” has the meaning ascribed thereto in Section 9.1.

“Subsidiary” of a Person means any present or future subsidiary (as defined in Section 424(f) of the Code) of such Person or any business entity in which such Person owns, directly or indirectly, 50% or more of the voting, capital or profits interests. An entity shall be deemed a subsidiary of a Person for purposes of this definition only for such periods as the requisite ownership or control relationship is maintained.

“Tandem SARs” has the meaning ascribed thereto in Section 7.1.

“Vesting Date,” with respect to any Restricted Shares awarded hereunder, means the date on which such Restricted Shares cease to be subject to a risk of forfeiture, as

designated in or determined in accordance with the Agreement with respect to such Award of Restricted Shares pursuant to Article VIII. If more than one Vesting Date is designated for an Award of Restricted Shares, reference in the Plan to a Vesting Date in respect of such Award shall be deemed to refer to each part of such Award and the Vesting Date for such part.

ARTICLE III

ADMINISTRATION

3.1 *Administration.* The Plan shall be administered by the Board, provided that it may delegate to employees of the Company certain administrative or ministerial duties in carrying out the purposes of the Plan.

3.2 *Powers.* The Board shall have full power and authority to grant to eligible Persons Options under Article VI of the Plan, SARs under Article VII of the Plan, Restricted Shares under Article VIII of the Plan and/or Stock Units under Article IX of the Plan, to determine the terms and conditions (which need not be identical) of all Awards so granted, to interpret the provisions of the Plan and any Agreements relating to Awards granted under the Plan and to supervise the administration of the Plan. The Board in making an Award may provide for the granting or issuance of additional, replacement or alternative Awards upon the occurrence of specified events, including the exercise of the original Award. The Board shall have sole authority in the selection of Persons to whom Awards may be granted under the Plan and in the determination of the timing, pricing, and amount of any such Award, subject only to the express provisions of the Plan. In making determinations hereunder, the Board may take into account such factors as the Board in its discretion deems relevant.

3.3 *Interpretation.* The Board is authorized, subject to the provisions of the Plan, to establish, amend and rescind such rules and regulations as it deems necessary or advisable for the proper administration of the Plan and to take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each action and determination made or taken pursuant to the Plan by the Board, including any interpretation or construction of the Plan, shall be final and conclusive for all purposes and upon all Persons. No member of the Board shall be liable for any action or determination made or taken by him or the Board in good faith with respect to the Plan.

ARTICLE IV

SHARES SUBJECT TO THE PLAN

4.1 *Number of Shares.* Subject to the provisions of this Article IV, the maximum number of shares of Common Stock with respect to which Awards may be granted during the term of the Plan shall be 5 million shares. Shares of Common Stock will be made available from the authorized but unissued shares of the Company or from shares reacquired by the Company, including shares purchased in the open market. The shares of Common Stock subject to (a) any Award granted under the Plan that shall expire, terminate or be annulled for any reason without

having been exercised (or considered to have been exercised as provided in Section 7.2), (b) any Award of any SARs granted under the Plan that shall be exercised for cash, and (c) any Award of Restricted Shares or Stock Units that shall be forfeited prior to becoming vested (provided that the Holder received no benefits of ownership of such Restricted Shares or Stock Units other than voting rights and the accumulation of Retained Distributions and unpaid Dividend Equivalents that are likewise forfeited) shall again be available for purposes of the Plan.

4.2 *Adjustments.* If the Company subdivides its outstanding shares of any series of Common Stock into a greater number of shares of such series of Common Stock (by stock dividend, stock split, reclassification, or otherwise) or combines its outstanding shares of any series of Common Stock into a smaller number of shares of such series of Common Stock (by reverse stock split, reclassification, or otherwise) or if the Board determines that any stock dividend, extraordinary cash dividend, reclassification, recapitalization, reorganization, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase such series of Common Stock or other similar corporate event (including mergers or consolidations other than those which constitute Approved Transactions, adjustments with respect to which shall be governed by Section 10.1(b)) affects any series of Common Stock so that an adjustment is required to preserve the benefits or potential benefits intended to be made available under the Plan, then the Board, in its sole discretion and in such manner as the Board may deem equitable and appropriate, may make such adjustments to any or all of (a) the number and kind of shares of stock which thereafter may be awarded, optioned, or otherwise made subject to the benefits contemplated by the Plan, (b) the number and kind of shares of stock subject to outstanding Awards, and (c) the purchase or exercise price and the relevant appreciation base with respect to any of the foregoing, *provided, however,* that the number of shares subject to any Award shall always be a whole number. Notwithstanding the foregoing, if all shares of any series of Common Stock are redeemed, then each outstanding Award shall be adjusted to substitute for the shares of such series of Common Stock subject thereto the kind and amount of cash, securities or other assets issued or paid in the redemption of the equivalent number of shares of such series of Common Stock and otherwise the terms of such Award, including, in the case of Options or similar rights, the aggregate exercise price, and, in the case of Free Standing SARs, the aggregate base price, shall remain constant before and after the substitution (unless otherwise determined by the Board and provided in the applicable Agreement). The Board may, if deemed appropriate, provide for a cash payment to any Holder of an Award in connection with any adjustment made pursuant to this Section 4.2.

ARTICLE V

ELIGIBILITY

5.1 *General.* The Persons who shall be eligible to participate in the Plan and to receive Awards under the Plan shall, subject to Section 5.2, be such Persons who are Nonemployee Directors as the Board shall select. Awards may be made to Nonemployee Directors who hold or have held Awards under the Plan or any similar or other awards under any other plan of the Company or any of its Affiliates.

5.2 *Ineligibility.* No Person who is not a Nonemployee Director shall be eligible to receive an Award.

ARTICLE VI

STOCK OPTIONS

6.1 *Grant of Options.* Subject to the limitations of the Plan, the Board shall designate from time to time those eligible Persons to be granted Options, the time when each Option shall be granted to such eligible Persons, the series and number of shares of Common Stock subject to such Option, and, subject to Section 6.2, the purchase price of the shares of Common Stock subject to such Option.

6.2 *Option Price.* The price at which shares may be purchased upon exercise of an Option shall be fixed by the Board and may be no less than the Fair Market Value of the shares of the applicable series of Common Stock subject to the Option as of the date the Option is granted.

6.3 *Term of Options.* Subject to the provisions of the Plan with respect to death, retirement and termination of service, the term of each Option shall be for such period as the Board shall determine as set forth in the applicable Agreement.

6.4 *Exercise of Options.* An Option granted under the Plan shall become (and remain) exercisable during the term of the Option to the extent provided in the applicable Agreement and the Plan and, unless the Agreement otherwise provides, may be exercised to the extent exercisable, in whole or in part, at any time and from time to time during such term; *provided, however,* that subsequent to the grant of an Option, the Board, at any time before complete termination of such Option, may accelerate the time or times at which such Option may be exercised in whole or in part (without reducing the term of such Option).

6.5 *Manner of Exercise.*

(a) *Form of Payment.* An Option shall be exercised by written notice to the Company upon such terms and conditions as the Agreement may provide and in accordance with such other procedures for the exercise of Options as the Board may establish from time to time. The method or methods of payment of the purchase price for the shares to be purchased upon exercise of an Option and of any amounts required by Section 10.9 shall be determined by the Board and may consist of (i) cash, (ii) check, (iii) whole shares of any series of Common Stock, (iv) the withholding of shares of the applicable series of Common Stock issuable upon such exercise of the Option, (v) the delivery, together with a properly executed exercise notice, of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds required to pay the purchase price, or (vi) any combination of the foregoing methods of payment, or such other consideration and method of payment as may be permitted for the issuance of shares under the Delaware General Corporation Law. The permitted method or methods of payment of the amounts payable upon exercise of an Option, if other than in

cash, shall be set forth in the applicable Agreement and may be subject to such conditions as the Board deems appropriate.

(b) *Value of Shares.* Unless otherwise determined by the Board and provided in the applicable Agreement, shares of any series of Common Stock delivered in payment of all or any part of the amounts payable in connection with the exercise of an Option, and shares of any series of Common Stock withheld for such payment, shall be valued for such purpose at their Fair Market Value as of the exercise date.

(c) *Issuance of Shares.* The Company shall effect the transfer of the shares of Common Stock purchased under the Option as soon as practicable after the exercise thereof and payment in full of the purchase price therefor and of any amounts required by Section 10.9, and within a reasonable time thereafter, such transfer shall be evidenced on the books of the Company. Unless otherwise determined by the Board and provided in the applicable Agreement, (i) no Holder or other Person exercising an Option shall have any of the rights of a stockholder of the Company with respect to shares of Common Stock subject to an Option granted under the Plan until due exercise and full payment has been made, and (ii) no adjustment shall be made for cash dividends or other rights for which the record date is prior to the date of such due exercise and full payment.

6.6 *Nontransferability.* Unless otherwise determined by the Board and provided in the applicable Agreement, Options shall not be transferable other than by will or the laws of descent and distribution or pursuant to a Domestic Relations Order, and, except as otherwise required pursuant to a Domestic Relations Order, Options may be exercised during the lifetime of the Holder thereof only by such Holder (or his or her court-appointed legal representative).

ARTICLE VII

SARs

7.1 *Grant of SARs.* Subject to the limitations of the Plan, SARs may be granted by the Board to such eligible Persons in such numbers, with respect to any specified series of Common Stock, and at such times during the term of the Plan as the Board shall determine. A SAR may be granted to a Holder of an Option (hereinafter called a “related Option”) with respect to all or a portion of the shares of Common Stock subject to the related Option (a “Tandem SAR”) or may be granted separately to an eligible Nonemployee Director (a “Free Standing SAR”). Subject to the limitations of the Plan, SARs shall be exercisable in whole or in part upon notice to the Company upon such terms and conditions as are provided in the Agreement.

7.2 *Tandem SARs.* A Tandem SAR may be granted either concurrently with the grant of the related Option or at any time thereafter prior to the complete exercise, termination, expiration or cancellation of such related Option. Tandem SARs shall be exercisable only at the time and to the extent that the related Option is exercisable (and may be subject to such additional limitations on exercisability as the Agreement may provide) and in no event after the complete termination or full exercise of the related Option. Upon the exercise or termination of the related Option, the Tandem SARs with respect thereto shall be canceled automatically to the

extent of the number of shares of Common Stock with respect to which the related Option was so exercised or terminated. Subject to the limitations of the Plan, upon the exercise of a Tandem SAR and unless otherwise determined by the Board and provided in the applicable Agreement, (a) the Holder thereof shall be entitled to receive from the Company, for each share of the applicable series of Common Stock with respect to which the Tandem SAR is being exercised, consideration (in the form determined as provided in Section 7.4) equal in value to the excess of the Fair Market Value of a share of the applicable series of Common Stock with respect to which the Tandem SAR was granted on the date of exercise over the related Option purchase price per share, and (b) the related Option with respect thereto shall be canceled automatically to the extent of the number of shares of Common Stock with respect to which the Tandem SAR was so exercised.

7.3 Free Standing SARs. Free Standing SARs shall be exercisable at the time, to the extent and upon the terms and conditions set forth in the applicable Agreement. The base price of a Free Standing SAR may be no less than the Fair Market Value of the applicable series of Common Stock with respect to which the Free Standing SAR was granted as of the date the Free Standing SAR is granted. Subject to the limitations of the Plan, upon the exercise of a Free Standing SAR and unless otherwise determined by the Board and provided in the applicable Agreement, the Holder thereof shall be entitled to receive from the Company, for each share of the applicable series of Common Stock with respect to which the Free Standing SAR is being exercised, consideration (in the form determined as provided in Section 7.4) equal in value to the excess of the Fair Market Value of a share of the applicable series of Common Stock with respect to which the Free Standing SAR was granted on the date of exercise over the base price per share of such Free Standing SAR.

7.4 Consideration. The consideration to be received upon the exercise of a SAR by the Holder shall be paid in the applicable series of Common Stock with respect to which the SAR was granted (valued at Fair Market Value on the date of exercise of such SAR); provided, however, that the Board may permit the Holder of a SAR who is not subject to United States Federal Income Tax to be paid consideration in the form of cash, or a combination of cash and the applicable series of Common Stock with respect to which the SAR was granted. No fractional shares of Common Stock shall be issuable upon exercise of a SAR, and unless otherwise provided in the applicable Agreement, the Holder will receive cash in lieu of fractional shares. Unless the Board shall otherwise determine, to the extent a Free Standing SAR is exercisable, it will be exercised automatically on its expiration date.

7.5 Limitations. The applicable Agreement may provide for a limit on the amount payable to a Holder upon exercise of SARs at any time or in the aggregate, for a limit on the time periods during which a Holder may exercise SARs, and for such other limits on the rights of the Holder and such other terms and conditions of the SAR, including a condition that the SAR may be exercised only in accordance with rules and regulations adopted from time to time, as the Board may determine. Unless otherwise so provided in the applicable Agreement, any such limit relating to a Tandem SAR shall not restrict the exercisability of the related Option. Such rules and regulations may govern the right to exercise SARs granted prior to the adoption or amendment of such rules and regulations as well as SARs granted thereafter.

7.6 *Exercise*. For purposes of this Article VII, the date of exercise of a SAR shall mean the date on which the Company shall have received notice from the Holder of the SAR of the exercise of such SAR (unless otherwise determined by the Board and provided in the applicable Agreement).

7.7 *Nontransferability*. Unless otherwise determined by the Board and provided in the applicable Agreement, (a) SARs shall not be transferable other than by will or the laws of descent and distribution or pursuant to a Domestic Relations Order, and (b) except as otherwise required pursuant to a Domestic Relations Order, SARs may be exercised during the lifetime of the Holder thereof only by such Holder (or his or her court-appointed legal representative).

ARTICLE VIII

RESTRICTED SHARES

8.1 *Grant*. Subject to the limitations of the Plan, the Board shall designate those eligible Persons to be granted Awards of Restricted Shares, shall determine the time when each such Award shall be granted, shall determine whether shares of Common Stock covered by Awards of Restricted Shares will be issued at the beginning or the end of the Restriction Period and whether Dividend Equivalents will be paid during the Restriction Period in the event shares of the applicable series of Common Stock are to be issued at the end of the Restriction Period, and shall designate (or set forth the basis for determining) the Vesting Date or Vesting Dates for each Award of Restricted Shares, and may prescribe other restrictions, terms and conditions applicable to the vesting of such Restricted Shares in addition to those provided in the Plan. The Board shall determine the price, if any, to be paid by the Holder for the Restricted Shares; *provided, however*, that the issuance of Restricted Shares shall be made for at least the minimum consideration necessary to permit such Restricted Shares to be deemed fully paid and nonassessable. All determinations made by the Board pursuant to this Section 8.1 shall be specified in the Agreement.

8.2 *Issuance of Restricted Shares at Beginning of the Restriction Period*. If shares of the applicable series of Common Stock are issued at the beginning of the Restriction Period, the stock certificate or certificates representing such Restricted Shares shall be registered in the name of the Holder to whom such Restricted Shares shall have been awarded. During the Restriction Period, certificates representing the Restricted Shares and any securities constituting Retained Distributions shall bear a restrictive legend to the effect that ownership of the Restricted Shares (and such Retained Distributions), and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms and conditions provided in the Plan and the applicable Agreement. Such certificates shall remain in the custody of the Company or its designee, and the Holder shall deposit with the custodian stock powers or other instruments of assignment, each endorsed in blank, so as to permit retransfer to the Company of all or any portion of the Restricted Shares and any securities constituting Retained Distributions that shall be forfeited or otherwise not become vested in accordance with the Plan and the applicable Agreement.

8.3 *Restrictions.* Restricted Shares issued at the beginning of the Restriction Period shall constitute issued and outstanding shares of the applicable series of Common Stock for all corporate purposes. The Holder will have the right to vote such Restricted Shares, to receive and retain such dividends and distributions, as the Board may designate, paid or distributed on such Restricted Shares, and to exercise all other rights, powers and privileges of a Holder of shares of the applicable series of Common Stock with respect to such Restricted Shares; *except, that*, unless otherwise determined by the Board and provided in the applicable Agreement, (a) the Holder will not be entitled to delivery of the stock certificate or certificates representing such Restricted Shares until the Restriction Period shall have expired and unless all other vesting requirements with respect thereto shall have been fulfilled or waived; (b) the Company or its designee will retain custody of the stock certificate or certificates representing the Restricted Shares during the Restriction Period as provided in Section 8.2; (c) other than such dividends and distributions as the Board may designate, the Company or its designee will retain custody of all distributions (“Retained Distributions”) made or declared with respect to the Restricted Shares (and such Retained Distributions will be subject to the same restrictions, terms and vesting, and other conditions as are applicable to the Restricted Shares) until such time, if ever, as the Restricted Shares with respect to which such Retained Distributions shall have been made, paid or declared shall have become vested, and such Retained Distributions shall not bear interest or be segregated in a separate account; (d) the Holder may not sell, assign, transfer, pledge, exchange, encumber or dispose of the Restricted Shares or any Retained Distributions or his interest in any of them during the Restriction Period; and (e) a breach of any restrictions, terms or conditions provided in the Plan or established by the Board with respect to any Restricted Shares or Retained Distributions will cause a forfeiture of such Restricted Shares and any Retained Distributions with respect thereto.

8.4 *Issuance of Stock at End of the Restriction Period.* Restricted Shares issued at the end of the Restriction Period shall not constitute issued and outstanding shares of the applicable series of Common Stock, and the Holder shall not have any of the rights of a stockholder with respect to the shares of Common Stock covered by such an Award of Restricted Shares, in each case until such shares shall have been transferred to the Holder at the end of the Restriction Period. If and to the extent that shares of Common Stock are to be issued at the end of the Restriction Period, the Holder shall be entitled to receive Dividend Equivalents with respect to the shares of Common Stock covered thereby either (a) during the Restriction Period or (b) in accordance with the rules applicable to Retained Distributions, as the Board may specify in the Agreement.

8.5 *Cash Payments.* In connection with any Award of Restricted Shares, an Agreement may provide for the payment of a cash amount to the Holder of such Restricted Shares after such Restricted Shares shall have become vested. Such cash amounts shall be payable in accordance with such additional restrictions, terms and conditions as shall be prescribed by the Board in the Agreement and shall be in addition to any other compensation payments which such Holder shall be otherwise entitled or eligible to receive from the Company.

8.6 *Completion of Restriction Period.* On the Vesting Date with respect to each Award of Restricted Shares and the satisfaction of any other applicable restrictions, terms and conditions, (a) all or the applicable portion of such Restricted Shares shall become vested, (b)

any Retained Distributions and any unpaid Dividend Equivalents with respect to such Restricted Shares shall become vested to the extent that the Restricted Shares related thereto shall have become vested, and (c) any cash amount to be received by the Holder with respect to such Restricted Shares shall become payable, all in accordance with the terms of the applicable Agreement. Any such Restricted Shares, Retained Distributions and any unpaid Dividend Equivalents that shall not become vested shall be forfeited to the Company, and the Holder shall not thereafter have any rights (including dividend and voting rights) with respect to such Restricted Shares, Retained Distributions and any unpaid Dividend Equivalents that shall have been so forfeited. The Board may, in its discretion, provide that the delivery of any Restricted Shares, Retained Distributions and unpaid Dividend Equivalents that shall have become vested, and payment of any cash amounts that shall have become payable, shall be deferred until such date or dates as the recipient may elect. Any election of a recipient pursuant to the preceding sentence shall be filed in writing with the Board in accordance with such rules and regulations, including any deadline for the making of such an election, as the Board may provide, and shall be made in compliance with Section 409A of the Code.

ARTICLE IX

STOCK UNITS

9.1 *Grant.* In addition to granting Awards of Options, SARs and Restricted Shares, the Board shall, subject to the limitations of the Plan, have authority to grant to eligible Persons Awards of Stock Units which may be in the form of shares of any specified series of Common Stock or units, the value of which is based, in whole or in part, on the Fair Market Value of the shares of any specified series of Common Stock. Subject to the provisions of the Plan, including any rules established pursuant to Section 9.2, Awards of Stock Units shall be subject to such terms, restrictions, conditions, vesting requirements and payment rules as the Board may determine in its discretion, which need not be identical for each Award. The determinations made by the Board pursuant to this Section 9.1 shall be specified in the applicable Agreement.

9.2 *Rules.* The Board may, in its discretion, establish any or all of the following rules for application to an Award of Stock Units:

(a) Any shares of Common Stock which are part of an Award of Stock Units may not be assigned, sold, transferred, pledged or otherwise encumbered prior to the date on which the shares are issued or, if later, the date provided by the Board at the time of the Award.

(b) Such Awards may provide for the payment of cash consideration by the Person to whom such Award is granted or provide that the Award, and any shares of Common Stock to be issued in connection therewith, if applicable, shall be delivered without the payment of cash consideration; *provided, however,* that the issuance of any shares of Common Stock in connection with an Award of Stock Units shall be for at least the minimum consideration necessary to permit such shares to be deemed fully paid and nonassessable.

(c) Awards of Stock Units may relate in whole or in part to performance or other criteria established by the Board at the time of grant.

(d) Awards of Stock Units may provide for deferred payment schedules, vesting over a specified period of service, the payment (on a current or deferred basis) of dividend equivalent amounts with respect to the number of shares of Common Stock covered by the Award, and elections by the Holder to defer payment of the Award or the lifting of restrictions on the Award, if any, provided that any such deferrals shall comply with the requirements of Section 409A of the Code.

(e) In such circumstances as the Board may deem advisable, the Board may waive or otherwise remove, in whole or in part, any restrictions or limitations to which a Stock Unit Award was made subject at the time of grant.

ARTICLE X

GENERAL PROVISIONS

10.1 *Acceleration of Awards.*

(a) *Death or Disability.* If a Holder's service shall terminate by reason of death or Disability, notwithstanding any contrary waiting period, installment period, vesting schedule or Restriction Period in any Agreement or in the Plan, unless the applicable Agreement provides otherwise: (i) in the case of an Option or SAR, each outstanding Option or SAR granted under the Plan shall immediately become exercisable in full in respect of the aggregate number of shares covered thereby; (ii) in the case of Restricted Shares, the Restriction Period applicable to each such Award of Restricted Shares shall be deemed to have expired and all such Restricted Shares, any related Retained Distributions and any unpaid Dividend Equivalents shall become vested and any related cash amounts payable pursuant to the applicable Agreement shall be adjusted in such manner as may be provided in the Agreement; and (iii) in the case of Stock Units, each such Award of Stock Units shall become vested in full.

(b) *Approved Transactions; Board Change; Control Purchase.* In the event of any Approved Transaction, Board Change or Control Purchase, notwithstanding any contrary waiting period, installment period, vesting schedule or Restriction Period in any Agreement or in the Plan, unless the applicable Agreement provides otherwise: (i) in the case of an Option or SAR, each such outstanding Option or SAR granted under the Plan shall become exercisable in full in respect of the aggregate number of shares covered thereby; (ii) in the case of Restricted Shares, the Restriction Period applicable to each such Award of Restricted Shares shall be deemed to have expired and all such Restricted Shares, any related Retained Distributions and any unpaid Dividend Equivalents shall become vested and any related cash amounts payable pursuant to the applicable Agreement shall be adjusted in such manner as may be provided in the Agreement; and (iii) in the case of Stock Units, each such Award of Stock Units shall become vested in full, in each case effective upon the Board Change or Control Purchase or immediately

prior to consummation of the Approved Transaction. Notwithstanding the foregoing, unless otherwise provided in the applicable Agreement, the Board may, in its discretion, determine that any or all outstanding Awards of any or all types granted pursuant to the Plan will not vest or become exercisable on an accelerated basis in connection with an Approved Transaction if effective provision has been made for the taking of such action which, in the opinion of the Board, is equitable and appropriate to substitute a new Award for such Award or to assume such Award and to make such new or assumed Award, as nearly as may be practicable, equivalent to the old Award (before giving effect to any acceleration of the vesting or exercisability thereof), taking into account, to the extent applicable, the kind and amount of securities, cash or other assets into or for which the applicable series of Common Stock may be changed, converted or exchanged in connection with the Approved Transaction.

10.2 *Termination of Service.*

(a) *General.* If a Holder's service shall terminate prior to an Option or SAR becoming exercisable or being exercised (or deemed exercised, as provided in Section 7.2) in full, or during the Restriction Period with respect to any Restricted Shares or prior to the vesting or complete exercise of any Stock Units, then such Option or SAR shall thereafter become or be exercisable, such Stock Units to the extent vested shall thereafter be exercisable, and the Holder's rights to any unvested Restricted Shares, Retained Distributions, unpaid Dividend Equivalents and related cash amounts, and any such unvested Stock Units shall thereafter vest, in each case solely to the extent provided in the applicable Agreement; *provided, however,* that, unless otherwise determined by the Board and provided in the applicable Agreement, (i) no Option or SAR may be exercised after the scheduled expiration date thereof; (ii) if the Holder's service terminates by reason of death or Disability, the Option or SAR shall remain exercisable for a period of at least one year following such termination (but not later than the scheduled expiration of such Option or SAR); and (iii) any termination of the Holder's service for cause will be treated in accordance with the provisions of Section 10.2(b).

(b) *Termination for Cause.* If a Holder's service on the Board shall be terminated by the Company for "cause" during the Restriction Period with respect to any Restricted Shares, or prior to any Option or SAR becoming exercisable or being exercised in full or prior to the vesting or complete exercise of any Stock Unit (for these purposes, "cause" shall include dishonesty, incompetence, moral turpitude, other misconduct of any kind and the refusal to perform his duties and responsibilities for any reason other than illness or incapacity; *provided, however,* that if such termination occurs within 12 months after an Approved Transaction or Control Purchase or Board Change, termination for "cause" shall mean only a felony conviction for fraud, misappropriation or embezzlement), then, unless otherwise determined by the Board and provided in the applicable Agreement, (i) all Options and SARs and all unvested or unexercised Stock Units held by such Holder shall immediately terminate, and (ii) such Holder's rights to all Restricted Shares, Retained Distributions, any unpaid Dividend Equivalents and any related cash amounts shall be forfeited immediately.

10.3 *Nonalienation of Benefits.* Except as set forth herein, no right or benefit under the Plan shall be subject to anticipation, alienation, sale, assignment, hypothecation, pledge, exchange, transfer, encumbrance or charge, and any attempt to anticipate, alienate, sell, assign, hypothecate, pledge, exchange, transfer, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities or torts of the Person entitled to such benefits.

10.4 *Written Agreement.* Each Award of Options shall be evidenced by a stock option agreement; each Award of SARs shall be evidenced by a stock appreciation rights agreement; each Award of Restricted Shares shall be evidenced by a restricted shares agreement; and each Award of Stock Units shall be evidenced by a stock units agreement, each in such form and containing such terms and provisions not inconsistent with the provisions of the Plan as the Board from time to time shall approve; *provided, however*, that if more than one type of Award is made to the same Holder, such Awards may be evidenced by a single Agreement with such Holder. Each grantee of an Option, SAR, Restricted Shares or Stock Units shall be notified promptly of such grant, and a written Agreement shall be promptly executed and delivered by the Company. Any such Agreement may be supplemented or amended from time to time as approved by the Board as contemplated by Section 10.6(b).

10.5 *Designation of Beneficiaries.* Each Person who shall be granted an Award under the Plan may designate a beneficiary or beneficiaries and may change such designation from time to time by filing a written designation of beneficiary or beneficiaries with the Board on a form to be prescribed by it, provided that no such designation shall be effective unless so filed prior to the death of such Person.

10.6 *Termination and Amendment.*

(a) *General.* Unless the Plan shall theretofore have been terminated as hereinafter provided, no Awards may be made under the Plan on or after the tenth anniversary of the Effective Date. The Plan may be terminated at any time prior to the tenth anniversary of the Effective Date and may, from time to time, be suspended or discontinued or modified or amended if such action is deemed advisable by the Board.

(b) *Modification.* No termination, modification or amendment of the Plan may, without the consent of the Person to whom any Award shall theretofore have been granted, adversely affect the rights of such Person with respect to such Award. No modification, extension, renewal or other change in any Award granted under the Plan shall be made after the grant of such Award, unless the same is consistent with the provisions of the Plan. With the consent of the Holder and subject to the terms and conditions of the Plan (including Section 10.6(a)), the Board may amend outstanding Agreements with any Holder, including any amendment which would (i) accelerate the time or times at which the Award may be exercised and/or (ii) extend the scheduled expiration date of the Award. Without limiting the generality of the foregoing, the Board may, but solely with the Holder's consent unless otherwise provided in the Agreement, agree to cancel any Award under the Plan and grant a new Award in substitution therefor, provided that the Award so substituted shall satisfy all of the requirements of the Plan as

of the date such new Award is made. Nothing contained in the foregoing provisions of this Section 10.6(b) shall be construed to prevent the Board from providing in any Agreement that the rights of the Holder with respect to the Award evidenced thereby shall be subject to such rules and regulations as the Board may, subject to the express provisions of the Plan, adopt from time to time or impair the enforceability of any such provision.

10.7 *Government and Other Regulations.* The obligation of the Company with respect to Awards shall be subject to all applicable laws, rules and regulations and such approvals by any governmental agencies as may be required, including the effectiveness of any registration statement required under the Securities Act of 1933, and the rules and regulations of any securities exchange or association on which the Common Stock may be listed or quoted. For so long as any series of Common Stock are registered under the Exchange Act, the Company shall use its reasonable efforts to comply with any legal requirements (a) to maintain a registration statement in effect under the Securities Act of 1933 with respect to all shares of the applicable series of Common Stock that may be issued to Holders under the Plan and (b) to file in a timely manner all reports required to be filed by it under the Exchange Act.

10.8 *Withholding.* The Company's obligation to deliver shares of Common Stock or pay cash in respect of any Award under the Plan shall be subject to applicable federal, state and local tax withholding requirements. Federal, state and local withholding tax due at the time of an Award, upon the exercise of any Option or SAR or upon the vesting of, or expiration of restrictions with respect to, Restricted Shares or Stock Units, as appropriate, may, in the discretion of the Board, be paid in shares of the applicable series of Common Stock already owned by the Holder or through the withholding of shares otherwise issuable to such Holder, upon such terms and conditions (including the conditions referenced in Section 6.5) as the Board shall determine. If the Holder shall fail to pay, or make arrangements satisfactory to the Board for the payment to the Company of, all such federal, state and local taxes required to be withheld by the Company, then the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to such Holder an amount equal to any federal, state or local taxes of any kind required to be withheld by the Company with respect to such Award.

10.9 *Nonexclusivity of the Plan.* The adoption of the Plan by the Board shall not be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including the granting of stock options and the awarding of stock and cash otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

10.10 *Exclusion from Other Plans.* By acceptance of an Award, unless otherwise provided in the applicable Agreement, each Holder shall be deemed to have agreed that such Award is special incentive compensation that will not be taken into account, in any manner, as compensation or bonus in determining the amount of any payment under any pension, retirement or other benefit plan, program or policy of the Company or any Subsidiary of the Company. In addition, each beneficiary of a deceased Holder shall be deemed to have agreed that such Award will not affect the amount of any life insurance coverage, if any, provided by the Company on

the life of the Holder which is payable to such beneficiary under any life insurance plan of the Company or any Subsidiary of the Company.

10.11 *Unfunded Plan.* Neither the Company nor any Subsidiary of the Company shall be required to segregate any cash or any shares of Common Stock which may at any time be represented by Awards, and the Plan shall constitute an “unfunded” plan of the Company. Except as provided in Article VIII with respect to Awards of Restricted Shares and except as expressly set forth in an Agreement, no Holder shall have voting or other rights with respect to the shares of Common Stock covered by an Award prior to the delivery of such shares. Neither the Company nor any Subsidiary of the Company shall, by any provisions of the Plan, be deemed to be a trustee of any shares of Common Stock or any other property, and the liabilities of the Company to any Holder pursuant to the Plan shall be those of a debtor pursuant to such contract obligations as are created by or pursuant to the Plan, and the rights of any Holder under the Plan shall be limited to those of a general creditor of the Company. In its sole discretion, the Board may authorize the creation of trusts or other arrangements to meet the obligations of the Company under the Plan, *provided, however*, that the existence of such trusts or other arrangements is consistent with the unfunded status of the Plan.

10.12 *Governing Law.* The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware.

10.13 *Accounts.* The delivery of any shares of Common Stock and the payment of any amount in respect of an Award shall be for the account of the Company or the applicable Subsidiary of the Company, as the case may be, and any such delivery or payment shall not be made until the recipient shall have paid or made satisfactory arrangements for the payment of any applicable withholding taxes as provided in Section 10.8.

10.14 *Legends.* Each certificate evidencing shares of Common Stock subject to an Award shall bear such legends as the Board deems necessary or appropriate to reflect or refer to any terms, conditions or restrictions of the Award applicable to such shares, including any to the effect that the shares represented thereby may not be disposed of unless the Company has received an opinion of counsel, acceptable to the Company, that such disposition will not violate any federal or state securities laws.

10.15 *Company's Rights.* The grant of Awards pursuant to the Plan shall not affect in any way the right or power of the Company to make reclassifications, reorganizations or other changes of or to its capital or business structure or to merge, consolidate, liquidate, sell or otherwise dispose of all or any part of its business or assets.

10.16 *Interpretation.* The words “include,” “includes,” “included” and “including” to the extent used in the Plan shall be deemed in each case to be followed by the words “without limitation.”

10.17 *Section 409A.* Notwithstanding anything in this Plan to the contrary, if any Plan provision or Award under the Plan would result in the imposition of an additional tax under Code Section 409A and related regulations and United States Department of the Treasury

pronouncements (“Section 409A”), that Plan provision or Award will be reformed to avoid imposition of the applicable tax and no action taken to comply with Section 409A shall be deemed to adversely affect the Holder’s rights to an Award.

**FORM OF
LIBERTY GLOBAL, INC.
2005 NONEMPLOYEE DIRECTOR INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT**

THIS NON-QUALIFIED STOCK OPTION AGREEMENT ("Agreement") is made as of ___, 200___ (the "Effective Date"), by and between LIBERTY GLOBAL, INC., a Delaware corporation (the "Company"), and the individual whose name, address, and social security number appear on the signature page hereto (the "Grantee").

The Company has adopted the Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan (the "Plan"), a copy of which is attached to this Agreement as *Exhibit A* and by this reference made a part hereof, for the benefit of eligible Nonemployee Directors of the Company. Capitalized terms used and not otherwise defined herein will have the meaning given to them in the Plan.

Pursuant to the Plan, the Board has determined that it would be in the interest of the Company and its stockholders to award an option to Grantee, subject to the conditions and restrictions set forth herein and in the Plan, in order to provide the Grantee additional remuneration for services rendered as a Nonemployee Director and to increase the Grantee's personal interest in the continued success and progress of the Company.

The Company and the Grantee therefore agree as follows:

1. Definitions. The following terms, when used in this Agreement, have the following meanings:

"Annual Meeting Date" means the date on which the annual meeting of the stockholders of the Company at which directors are elected in accordance with Delaware law is held in any calendar year.

"Business Day" means any day other than Saturday, Sunday or a day on which banking institutions in Denver, Colorado, are required or authorized to be closed.

"Close of Business" means, on any day, 5:00 p.m., Denver, Colorado time.

"Company" has the meaning specified in the preamble to this Agreement.

"Effective Date" has the meaning specified in the preamble to this Agreement.

"Exercise Price" means \$___ per share of LBTYA.

“Grantee” has the meaning specified in the preamble to this Agreement.

“Initial Vesting Date” means the date that is the later of (x) ____, ____, [six-month anniversary of the Effective Date] and (y) the Annual Meeting Date first following the Effective Date.

“LBTYA” means the Series A common stock, par value \$.01 per share, of the Company.

“Option” has the meaning specified in Section 2 of this Agreement.

“Option Shares” has the meaning specified in Section 2 of this Agreement.

“Plan” has the meaning specified in the recitals to this Agreement.

“Required Withholding Amount” has the meaning specified in Section 5 of this Agreement.

“Term” has the meaning specified in Section 2 of this Agreement.

2. Grant of Option. Subject to the terms and conditions herein, pursuant to the Plan, the Company grants to the Grantee an option (the “Option”) to purchase from the Company the number of shares of LBTYA set forth on the signature page hereto (the “Option Shares”) at a purchase price per LBTYA share equal to the Exercise Price. The Option granted herein is a “Nonqualified Stock Option”. The Option, to the extent it has become exercisable in accordance with Section 3, will be exercisable in whole at any time or in part from time to time during the period commencing on the Effective Date and expiring at the Close of Business on ____, 20____(the “Term”), subject to earlier termination as provided in Section 7. The Exercise Price and number of Option Shares are subject to adjustment pursuant to Section 10. No fractional shares of LBTYA will be issuable upon exercise of an Option, and the Grantee will receive, in lieu of any fractional share of LBTYA that the Grantee otherwise would receive upon such exercise, cash equal to the fraction representing such fractional share multiplied by the Fair Market Value of one share of LBTYA as of the date on which such exercise is considered to occur pursuant to Section 4.

3. Conditions of Exercise. Unless otherwise determined by the Board in its sole discretion, the Option will be exercisable only in accordance with the conditions stated in this Section 3.

(a) Except as otherwise provided in Section 10.1(b) of the Plan or in the last sentence of this Section 3(a), the Option will not be exercisable until the Initial Vesting Date and may be exercised thereafter only to the extent it has become exercisable in accordance with the following schedule:

- (i) On and after the Initial Vesting Date, the Option shall be exercisable as to 33.34% of the Option Shares;

(ii) On and after the second Annual Meeting Date following the Effective Date, the Option shall be exercisable as to 66.67% of the Option Shares; and

(iii) On and after the third Annual Meeting Date following the Effective Date, the Option shall be exercisable as to 100% of the Option Shares.

Notwithstanding the foregoing, the Option will become exercisable in full on the date of the Grantee's termination of service as a Nonemployee Director if (i) the Grantee's service as a Nonemployee Director terminates by reason of Disability or (ii) the Grantee dies while serving as a Nonemployee Director.

(b) To the extent the Option becomes exercisable, the Option may be exercised in whole or in part (at any time or from time to time, except as otherwise provided herein) until expiration of the Term or earlier termination thereof.

(c) The Grantee acknowledges and agrees that the Board may, in its discretion and as contemplated by Section 3.3 of the Plan, adopt rules and regulations from time to time after the date hereof with respect to the exercise of the Option and that the exercise by the Grantee of the Option will be subject to the further condition that such exercise is made in accordance with all such rules and regulations as the Board may determine are applicable thereto.

4. Manner of Exercise. The Option will be considered exercised (as to the number of Option Shares specified in the notice referred to in Section 4(a) below) on the latest of (i) the date of exercise designated in the written notice referred to in Section 4(a) below, (ii) if the date so designated is not a Business Day, the first Business Day following such date or (iii) the earliest Business Day by which the Company has received all of the following:

(a) Written notice, in such form as the Board may require, containing such representations and warranties as the Board may require and designating, among other things, the date of exercise and the number of Option Shares to be purchased; and

(b) Payment of the Exercise Price for each Option Share to be purchased in any (or a combination) of the following forms: (i) cash, (ii) check, (iii) the delivery, together with a properly executed exercise notice, of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds required to pay the Exercise Price (and, if applicable, the Required Withholding Amount, as described in Section 5), and/or (iv) any other form of payment contemplated by the Plan, as the Board may permit; and

(c) Any other documentation that the Board may reasonably require.

5. Withholding for Taxes. The Grantee acknowledges and agrees that the Company will deduct from the shares of LBTYA otherwise deliverable upon exercise of the Option a number of shares of LBTYA (valued at their Fair Market Value on the date of exercise) that is equal to the amount, if any, of all federal, state and local taxes required to be withheld by the Company upon such exercise, as determined by the Company (the "Required Withholding Amount"). If the Grantee elects to make payment of the Exercise Price by delivery of

irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds required to pay the Exercise Price, such instructions may also include instructions to deliver the Required Withholding Amount to the Company. In such case, the Company will notify the broker promptly of the Board's determination of the Required Withholding Amount.

6. Payment or Delivery by the Company. As soon as practicable after receipt of all items referred to in Section 4, and subject to the withholding referred to in Section 5, the Company will deliver or cause to be delivered to the Grantee (i) certificates issued in the Grantee's name for the number of whole Option Shares purchased upon exercise of the Option and (ii) any cash payment to which the Grantee is entitled in lieu of a fractional share of LBTYA, as provided in Section 2. Any delivery of shares of LBTYA will be deemed effected for all purposes when certificates representing such shares have been delivered personally to the Grantee or, if delivery is by mail, when the stock transfer agent of the Company has deposited the certificates in the United States mail, addressed to the Grantee, and any cash payment will be deemed effected when a check from the Company, payable to the Grantee and in the amount equal to the amount of the cash payment, has been delivered personally to the Grantee or deposited in the United States mail, addressed to the Grantee.

7. Early Termination of Option. Unless otherwise determined by the Board in its sole discretion, the Option will terminate, prior to the expiration of the Term, at the time specified below:

(a) Subject to Section 7(b), if the Grantee's service as a Nonemployee Director terminates other than (i) by the Company for cause or (ii) by reason of death or Disability, then the Option will terminate at the Close of Business on the first Business Day following the expiration of the one-year period which began on the date of termination of the Grantee's service. For purposes of this Section 7, "cause" will have the meaning specified in Section 10.2(b) of the Plan.

(b) If the Grantee dies while serving as a Nonemployee Director, or prior to the expiration of a period of time following termination of the Grantee's service during which the Option remains exercisable as provided in Section 7(a) or Section 7(c), as applicable, the Option will terminate at the Close of Business on the first Business Day following the expiration of the one-year period which began on the date of the Grantee's death.

(c) Subject to Section 7(b), if the Grantee's service as a Nonemployee Director terminates by reason of Disability, then the Option will terminate at the Close of Business on the first Business Day following the expiration of the one-year period which began on the date of termination of the Grantee's service.

(d) If the Grantee's service as a Nonemployee Director is terminated by the Company for "cause" (as defined in Section 10.2(b) of the Plan), then the Option will terminate immediately upon such termination of the Grantee's service.

In any event in which the Option remains exercisable for a period of time following the date of termination of the Grantee's service as a Nonemployee Director as provided above, the Option may be exercised during such period of time only to the extent the Option was

exercisable as provided in Section 3 above on such date of termination of the Grantee's service as a Nonemployee Director. Notwithstanding any period of time referenced in this Section 7 or any other provision of this Section 7 that may be construed to the contrary, the Option will in any event terminate upon the expiration of the Term.

8. Nontransferability. During the Grantee's lifetime, the Option is not transferable (voluntarily or involuntarily) other than pursuant to a Domestic Relations Order and, except as otherwise required pursuant to a Domestic Relations Order, is exercisable only by the Grantee or the Grantee's court appointed legal representative. The Grantee may designate a beneficiary or beneficiaries to whom the Option will pass upon the Grantee's death and may change such designation from time to time by filing a written designation of beneficiary or beneficiaries with the Board on the form annexed hereto as Exhibit B or such other form as may be prescribed by the Board, provided that no such designation will be effective unless so filed prior to the death of the Grantee. If no such designation is made or if the designated beneficiary does not survive the Grantee's death, the Option will pass by will or the laws of descent and distribution. Following the Grantee's death, the Option, if otherwise exercisable, may be exercised by the person to whom such right passes according to the foregoing and such person will be deemed the Grantee for purposes of any applicable provisions of this Agreement.

9. No Stockholder Rights. The Grantee will not, by reason of the Option granted under this Agreement, be deemed for any purpose to be, or to have any of the rights of, a stockholder of the Company with respect to any Option Shares, nor will the existence of this Agreement affect in any way the right or power of the Company or its stockholders to accomplish any corporate act, including, without limitation, the acts referred to in Section 10.15 of the Plan.

10. Adjustments. If the outstanding shares of LBTYA are subdivided into a greater number of shares (by stock dividend, stock split, reclassification or otherwise) or are combined into a smaller number of shares (by reverse stock split, reclassification or otherwise), or if the Board determines that any stock dividend, extraordinary cash dividend, reclassification, recapitalization, reorganization, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase any shares of LBTYA, or other similar corporate event (including mergers or consolidations other than those which constitute Approved Transactions, which shall be governed by Section 10.1(b) of the Plan) affects shares of LBTYA such that an adjustment is required to preserve the benefits or potential benefits intended to be made available under this Agreement, then the Option will be subject to adjustment (including, without limitation, as to the number of Option Shares and the Exercise Price per share) in the sole discretion of the Board and in such manner as the Board may deem equitable and appropriate in connection with the occurrence of any of the events described in this Section 10 following the Effective Date.

11. Restrictions Imposed by Law. Without limiting the generality of Section 10.7 of the Plan, the Grantee will not exercise the Option, and the Company will not be obligated to make any cash payment or issue or cause to be issued any shares of LBTYA, if counsel to the Company determines that such exercise, payment or issuance would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which shares of LBTYA are listed or quoted. The Company will in no event be obligated to take any affirmative action in

order to cause the exercise of the Option or the resulting payment of cash or issuance of shares of LBTYA to comply with any such law, rule, regulation or agreement.

12. Notice. Unless the Company notifies the Grantee in writing of a different procedure, any notice or other communication to the Company with respect to this Agreement will be in writing and will be delivered personally or sent by United States first class mail, postage prepaid and addressed as follows:

Liberty Global, Inc.
12300 Liberty Boulevard
Englewood, Colorado 80112
Attn: General Counsel

Any notice or other communication to the Grantee with respect to this Agreement will be in writing and will be delivered personally, or will be sent by United States first class mail, postage prepaid, to the Grantee's address as listed in the records of the Company on the Effective Date, unless the Company has received written notification from the Grantee of a change of address.

13. Amendment. Notwithstanding any other provision hereof, this Agreement may be supplemented or amended from time to time as approved by the Board as contemplated in Section 10.6(b) and Section 10.17 of the Plan. Without limiting the generality of the foregoing, without the consent of the Grantee,

(a) this Agreement may be amended or supplemented from time to time as approved by the Board (i) to cure any ambiguity or to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or (ii) to add to the covenants and agreements of the Company for the benefit of the Grantee or surrender any right or power reserved to or conferred upon the Company in this Agreement, subject to any required approval of the Company's stockholders and, provided, in each case, that such changes or corrections will not adversely affect the rights of the Grantee with respect to the Award evidenced hereby, or (iii) to make such other changes as the Company, upon advice of counsel, determines are necessary or advisable because of the adoption or promulgation of, or change in or of the interpretation of, any law or governmental rule or regulation, including any applicable federal or state securities laws; and

(b) subject to any required action by the Board or the stockholders of the Company, the Option granted under this Agreement may be canceled by the Company and a new Award made in substitution therefor, provided that the Award so substituted will satisfy all of the requirements of the Plan as of the date such new Award is made and no such action will adversely affect the Option to the extent then exercisable.

14. Status as Director. Nothing contained in this Agreement, and no action of the Company or the Board with respect hereto, will confer or be construed to confer on the Grantee any right to continue as a director of the Company or interfere in any way with the right of the Company or its shareholders to terminate the Grantee's status as a director at any time, with or without cause.

15. Nonalienation of Benefits. Except as provided in Section 9, (i) no right or benefit under this Agreement will be subject to anticipation, alienation, sale, assignment, hypothecation, pledge, exchange, transfer, encumbrance or charge, and any attempt to anticipate, alienate, sell, assign, hypothecate, pledge, exchange, transfer, encumber or charge the same will be void, and (ii) no right or benefit hereunder will in any manner be liable for or subject to the debts, contracts, liabilities or torts of the Grantee or other person entitled to such benefits.

16. Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Colorado. Each party irrevocably submits to the general jurisdiction of the state and federal courts located in the State of Colorado in any action to interpret or enforce this Agreement and irrevocably waives any objection to jurisdiction that such party may have based on inconvenience of forum.

17. Construction. References in this Agreement to “this Agreement” and the words “herein,” “hereof,” “hereunder” and similar terms include all Exhibits and Schedules appended hereto. The word “include” and all variations thereof are used in an illustrative sense and not in a limiting sense. All decisions of the Board upon questions regarding this Agreement will be conclusive. Unless otherwise expressly stated herein, in the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan will control. The headings of the sections of this Agreement have been included for convenience of reference only, are not to be considered a part hereof and will in no way modify or restrict any of the terms or provisions hereof.

18. Duplicate Originals. The Company and the Grantee may sign any number of copies of this Agreement. Each signed copy will be an original, but all of them together represent the same agreement.

19. Rules by Board. The rights of the Grantee and the obligations of the Company hereunder will be subject to such reasonable rules and regulations as the Board may adopt from time to time.

20. Entire Agreement. This Agreement is in satisfaction of and in lieu of all prior discussions and agreements, oral or written, between the Company and the Grantee regarding the subject matter hereof. The Grantee and the Company hereby declare and represent that no promise or agreement not herein expressed has been made and that this Agreement contains the entire agreement between the parties hereto with respect to the Award and replaces and makes null and void any prior agreements between the Grantee and the Company regarding the Award. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns

21. Grantee Acceptance. The Grantee will signify acceptance of the terms and conditions of this Agreement by signing in the space provided at the end hereof and returning a signed copy to the Company.

[Signature Page Follows]

Signature Page to Non-Qualified Stock Option Agreement
dated as of _____, 200__ between Liberty Global, Inc. and Grantee

LIBERTY GLOBAL, INC.

By:

Elizabeth M. Markowski
Senior Vice President

ACCEPTED:

_____, Grantee
Name: _____
Address: _____
SSN: _____

Number of shares of LBTYA as to which the Option is granted:

EXHIBIT A

to

**Non-Qualified Stock Option Agreement
dated as of _____, 200__ between
Liberty Global, Inc. and Grantee**

[Copy of Liberty Global, Inc. 2005 Nonemployee Director Incentive Plan]

EXHIBIT B

to

**Non-Qualified Stock Option Agreement
dated as of _____, 200__ between
Liberty Global, Inc. and Grantee**

Designation of Beneficiary

I, _____ (the "Grantee"), hereby declare that upon my death _____ (the "Beneficiary") of

Name

Street Address

City

State

Zip Code

who is my _____, will be entitled to the

Relationship to Grantee

Option and all other rights accorded the Grantee by the above-referenced grant agreement (the "Agreement").

It is understood that this Designation of Beneficiary is made pursuant to the Agreement and is subject to the conditions stated herein, including the Beneficiary's survival of the Grantee's death. If any such condition is not satisfied, such rights will devolve according to the Grantee's will or the laws of descent and distribution.

It is further understood that all prior designations of beneficiary under the Agreement are hereby revoked and that this Designation of Beneficiary may only be revoked in writing, signed by the Grantee, and filed with the Company prior to the Grantee's death.

Date

Grantee

LIBERTY GLOBAL, INC.
COMPENSATION POLICY
FOR
NONEMPLOYEE DIRECTORS

The board of directors (the "Board") of Liberty Global, Inc. (the "Corporation") has deemed it advisable and in the best interest of the Corporation to provide the following compensation package to each director of the Corporation who is not an employee of the Corporation or any subsidiary of the Corporation (a "Nonemployee Director") solely in consideration for such person agreeing to serve as a Nonemployee Director of the Board.

Annual Payment: For each full year of service as a Nonemployee Director, a fee for such service of \$20,000 will be paid to each Nonemployee Director. For each full year of service as Audit Committee Chairperson, a fee for such service of \$10,000 will be paid. Annual fees will be payable in cash in arrears in four equal quarterly installments at the end of each calendar quarter (prorated in the case of a director who serves as a Nonemployee Director or as Audit Committee Chairman for only a portion of a calendar quarter). The initial payment of \$5,000 (\$7500, in the case of the Audit Committee Chairman) will be payable September 30, 2005.

Meeting Fees: A fee of \$1500 in cash for attendance (in person or by conference telephone) at each in person meeting, and \$750 in cash for each telephonic meeting, of the Board or a Board Committee of which such director is a member will be paid to each Nonemployee Director.

Option Grant: An initial grant of options to purchase 10,000 shares of the Corporation's Series A common stock will be made to each Nonemployee Director, pursuant to the Corporation's Nonemployee Director Incentive Plan (the "Plan") and the related form of Nonemployee Director Non-Qualified Stock Option Agreement, on first being elected or appointed to the Board. Each option subject to the grant will have an exercise price per share equal to the Fair Market Value (as defined in the Plan) of a share of Series A common stock on the date of the grant (or, in the case of the first grant, the first full day of trading of the Series A common stock thereafter). On the date of each annual meeting of the stockholders of the Corporation, each Nonemployee Director who served as a Nonemployee Director immediately prior to such annual meeting of stockholders and will continue to serve as a Nonemployee Director following such annual meeting will be granted options to purchase 10,000 shares of the Corporation's Series A common stock, with an exercise price per share equal to the Fair Market Value of a share of Series A common stock on the date of such annual meeting. Options will vest as to one-third of the option shares on the date of the first annual meeting of stockholders following the grant date (or, if later, the six-month anniversary of the grant date) and as to an additional one-third of the option shares on the date of each annual meeting of stockholders thereafter, provided, in each case, that the Nonemployee Director continued to serve as a Nonemployee Director immediately prior to the applicable meeting.



FOR IMMEDIATE RELEASE
June 15, 2005

**LIBERTY GLOBAL
BECOMES NEW PARENT COMPANY OF LMI AND UGC
CONSOLIDATES LARGEST BROADBAND CABLE PLATFORM
OUTSIDE THE U.S.**

Denver, Colorado – Liberty Global, Inc. (Liberty Global) announced that the business combination of Liberty Media International, Inc. (LMI) and UnitedGlobalCom, Inc. (UGC) closed today at 5:01 p.m., New York City time. Holders of approximately 98% of the aggregate voting power of the shares of UGC common stock present in person or by proxy and holders of approximately 99% of the aggregate voting power of the shares of LMI common stock present in person or by proxy, voted in favor of the business combination.

As a result of the closing, Liberty Global has become the new parent company of LMI and UGC, and Liberty Global's Series A and Series B common stock (NASDAQ: LBTYA, LBTYB) will begin trading on the Nasdaq National Market on June 16, 2005. LMI Series A and Series B common stock and UGC Class A common stock, which previously traded on the Nasdaq National Market under the symbols LBTYA, LBTYB and UCOMA, respectively, have ceased trading and will be deregistered under the securities laws.

"We are pleased that the shareholders of both UGC and LMI supported the creation of Liberty Global," stated John Malone, Chairman of the Board. "As our operations in Europe, Japan and Chile have demonstrated over the last five years, the broadband video, voice and data business outside the U.S. is a fantastic growth story. And with our strong balance sheet, the company is well positioned to expand its footprint as additional acquisitions become available, particularly in Europe and Japan."

Mike Fries, President and CEO of Liberty Global, commented, "With consolidated operations in 18 countries and networks that pass nearly 23 million homes, Liberty Global is one of the largest broadband services companies anywhere in the world. We control the leading MSO's in each of Europe, Japan and Latin America which currently provide services to over 11 million customers, representing over 14 million revenue generating units (RGUs). Success in our business has always been driven by scale, capital and strong management. Liberty Global has all three. I am particularly proud of the senior executives we've assembled from both UGC and LMI which represent, in my view, one of the strongest management teams in our industry."

(continued)

Senior Management of Liberty Global

John C. Malone	Chairman
Michael T. Fries	President and Chief Executive Officer
Bernard G. Dvorak	Senior Vice President, Co-Chief Financial Officer (and Principal Accounting Officer)
Charles H.R. Bracken	Senior Vice President, Co-Chief Financial Officer (and Principal Financial Officer)
Elizabeth M. Markowski	Senior Vice President, Secretary, General Counsel
Anthony G. Werner	Senior Vice President, Chief Technology Officer
Frederick G. Westerman	Senior Vice President, Investor Relations & Corporate Communications
Amy M. Blair	Senior Vice President, Global Human Resources
Shane O'Neill	Senior Vice President, Chief Strategy Officer; and President, chellomedia
Gene Musselman	President & Chief Operating Officer, UPC Broadband
Miranda Curtis	President, Liberty Global Japan
Dave J. Leonard	President, Liberty Global Latin America

Additional Information About the Business Combination

In the transaction, each outstanding share of LMI common stock was converted into one share of the corresponding series of common stock of Liberty Global, and each outstanding share of UGC common stock (other than shares owned by LMI or its subsidiaries) was converted into the right to receive, at the option of the holder, (1) 0.2155 of a share of Liberty Global Series A common stock, plus cash in lieu of fractional shares, or (2) \$9.58 in cash, subject to proration. The merger agreement, pursuant to which the business combination was effected, provides for a limit on the aggregate number of shares of UGC common stock which can be converted into cash in the transaction. This limit, which is referred to in the merger agreement as the UGC Share Threshold Number, was determined to be approximately 72.5 million shares of UGC common stock. As a result, the total amount of cash to be paid to former UGC stockholders in payment of their cash elections is approximately \$694.5 million. Based on preliminary information received from the exchange agent, the number of shares as to which cash elections have been made exceeds the UGC Share Threshold Number and, accordingly, the cash elections will be prorated in accordance with the merger agreement. The proration factor will not be available until the exchange agent determines the final number of shares of UGC common stock as to which valid cash elections were made. Any shares of UGC common stock which are not exchanged for cash as a result of the proration will be exchanged for shares of Liberty Global Series A common stock, plus cash in lieu of fractional shares. In addition, UGC stockholders who did not properly make a cash election by 5:00 p.m., New York City time, today (which was the cash election deadline) will be entitled to receive Liberty Global Series A common stock, plus cash in lieu of fractional shares, in exchange for their shares of UGC common stock in the transaction. Based on preliminary information received from the exchange agent, we estimate that approximately 229.6 million shares of Liberty Global Series A common stock and

approximately 7.3 million shares of Liberty Global Series B common stock will be issued and outstanding, immediately following the closing.

Liberty Global expects to begin distributing shares of its common stock and the cash consideration payable in the transaction on June 16, 2005.

About Liberty Global, Inc.

Liberty Global owns interests in broadband, distribution and content companies operating outside the continental U.S., principally in Europe, Asia, and Latin America. Through its subsidiaries and affiliates, Liberty Global is one of the largest cable television operators outside the United States. Based on Liberty Global's operating statistics at March 31, 2005, Liberty Global's networks reached approximately 23.0 million homes passed and served approximately 14.3 million revenue generating units, including approximately 10.4 million video subscribers, 2.3 million broadband Internet subscribers and 1.6 million telephone subscribers.

Forward-Looking Statements

Except for historical information contained herein, this press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including the discussion of Liberty Global's potential for future expansion. These forward looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those expressed or implied by these statements, including the continued use by subscribers and potential subscribers of Liberty Global's services, changes in the technology and competition, competition for acquisition targets, as well as other factors detailed from time to time in the Company's filings with the Securities and Exchange Commission. These forward-looking statements speak only as of the date of this release. Liberty Global expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in Liberty Global's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

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LIBERTY GLOBAL, INC.,
UNITEDGLOBALCOM, INC.

AND

THE BANK OF NEW YORK

as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of June 15, 2005

to

INDENTURE

Dated as of April 6, 2004

1³/₄% Convertible Senior Notes Due April 15, 2024

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SECOND SUPPLEMENTAL INDENTURE, dated as of June 15, 2005 (this “Second Supplemental Indenture”), among LIBERTY GLOBAL, INC., a Delaware corporation (“Liberty Global”), having its principal office at 12300 Liberty Boulevard, Englewood, Colorado 80112, UNITEDGLOBALCOM, INC., a Delaware corporation (herein called the “Company”), having its principal office at 4643 South Ulster Street, Suite 1300, Denver, Colorado 80237, and THE BANK OF NEW YORK, a New York banking corporation, as Trustee (herein called the “Trustee”).

WITNESSETH:

WHEREAS, the Company has executed and delivered to the Trustee that certain Indenture, dated as of April 6, 2004 (the “Original Indenture”), pursuant to which the Company’s 1³/₄% Convertible Senior Notes due April 15, 2024 in the principal amount of €500,000,000 were issued;

WHEREAS, the Company has executed and delivered to the Trustee that certain First Supplemental Indenture, dated as of May 24, 2005 (the “First Supplemental Indenture”), pursuant to which, among other things, the Original Indenture was amended and supplemented in accordance with the terms thereof (such Original Indenture as amended and supplemented by the First Supplemental Indenture is herein called the “First Amended Indenture”);

WHEREAS, subject to and in compliance with the terms of the First Amended Indenture, a Holder of a Security, at such Holder’s option during the periods specified in the First Amended Indenture and the Securities, could convert the principal amount of such Holder’s Security into, at the Company’s option, either (i) shares of Class A Common Stock of the Company, (ii) cash in euro or (iii) a combination of cash and such shares;

WHEREAS, at the Second Supplemental Indenture Effective Time (as such term is defined in Article V hereof), pursuant to an Agreement and Plan of Merger, dated January 17, 2005 (the “Merger Agreement”), among Liberty Global (f/k/a New Cheetah, Inc.), Liberty Media International, Inc., a Delaware corporation (“LMI”), the Company, Cheetah Acquisition Corp. and Tiger Global Acquisition Corp., a Delaware corporation (“UGC Merger Sub”), among other things, UGC Merger Sub will be merged with and into the Company (the “UGC Merger”), with the Company to be the surviving corporation, and in connection with and at the Effective Time (as such term is defined in the Merger Agreement) of the UGC Merger, the Company will become a wholly-owned subsidiary of Liberty Global, and the separate existence of UGC Merger Sub will cease;

WHEREAS, under the Merger Agreement, holders of shares of Class A Common Stock, other than LMI and its wholly owned subsidiaries, are being provided the right to elect to receive in the UGC Merger, in exchange for each of their shares of Class A Common Stock, either (i) 0.2155 of a share of Series A common stock, par value \$.01 per share (the “Series A Common Stock”), of Liberty Global (plus cash in lieu of any fractional share interest) or (ii) U.S. \$9.58 in cash, without interest (subject to proration on the terms set forth in the Merger Agreement), with each non-electing stockholder (a “Non-Electing Stockholder”) receiving 0.2155 of a share of Series A Common Stock (plus cash for any fractional share interest) for each share of Class A

Common Stock held by them at the Effective Time (as such term is defined in the Merger Agreement);

WHEREAS, Section 12.12 of the First Amended Indenture provides that in the case of any merger pursuant to which the Class A Common Stock is to be converted to cash, securities or other property which includes cash, securities or other property of another Entity, the Company and such other Entity shall execute with the Trustee a supplemental indenture which shall contain (i) provisions providing for each Security to be convertible into the kind and amount of cash, securities or other property receivable upon such merger by the holder of a number of shares of Class A Common Stock issuable upon conversion of such Security immediately prior to such merger, assuming such holder of Class A Common Stock was a Non-Electing Holder and (ii) such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors of the Company shall reasonably consider necessary; and

WHEREAS, the Company and Liberty Global are entering into this Second Supplemental Indenture with the Trustee in compliance with Sections 9.1 and 12.12 of the First Amended Indenture;

NOW, THEREFORE, each party agrees as follows for the benefit of each of the other parties to this Second Supplemental Indenture and for the equal and ratable benefit of the Holders of the Securities:

ARTICLE I DEFINED TERMS

All capitalized terms that are defined in this Second Supplemental Indenture shall have the meanings assigned to them herein. All capitalized terms used in this Second Supplemental Indenture that are not otherwise defined in this Second Supplemental Indenture have the meanings assigned thereto in the First Amended Indenture.

ARTICLE II AMENDMENTS

Section 2.1 Concerning Definitions.

(a) For all purposes of the Indenture, this Second Supplemental Indenture and the Securities, the definitions of the following terms set forth in Section 1.1 of the First Amended Indenture are amended and restated to read in full as follows:

“Conversion Price” has the meaning specified in the Securities, as adjusted from time to time in accordance with this Indenture. As of the Second Supplemental Indenture Effective Time, the Conversion Price specified in the Securities is adjusted to €45.2719 per share in accordance with Section 12.12, and shall remain €45.2719 per share until adjusted in accordance with this Indenture.

“Event Record Date,” for purposes of Article Twelve, means, with respect to any dividend, distribution, issuance or other transaction or event in which the holders of Series A Common Stock have the right to receive any cash, securities or other property or in which the Series A Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors of Liberty Global or by statute, contract or otherwise).

“Indenture” means this instrument as originally executed, as supplemented and amended by the First Supplemental Indenture and the Second Supplemental Indenture, and as it may from time to time be supplemented or amended by one or more other indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

“Trading Day” means a day during which trading in securities generally occurs on the Nasdaq National Market (or, if the Series A Common Stock is not quoted on the Nasdaq National Market, on the principal other market on which the Series A Common Stock is then traded), other than a day on which a material suspension of or limitation on trading is imposed that affects either the Nasdaq National Market (or, if applicable, such other market) in its entirety or only the shares of Series A Common Stock (by reason of movements in price exceeding limits permitted by the relevant market on which the shares are traded or otherwise) or on which the Nasdaq National Market (or, if applicable, such other market) cannot clear the transfer of shares of Series A Common Stock due to an event beyond Liberty Global’s control.

“Volume Weighted Average Price” of one share of Series A Common Stock on any Trading Day means the volume weighted average price of one share of Series A Common Stock as displayed under the heading “Bloomberg VWAP” on Bloomberg Page LBTYA <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on that Trading Day (or if such volume weighted average price is not available, the market value of one share of Series A Common Stock on such Trading Day as the Company determines in good faith using a volume weighted method).

(b) For all purposes of the Indenture and the Securities, Section 1.1 of the First Amended Indenture is amended by adding the following defined terms:

“First Supplemental Indenture” means the First Supplemental Indenture, dated as of May 24, 2005, between the Company and the Trustee.

“Liberty Global” means Liberty Global, Inc., a Delaware corporation, until a successor Person shall have become such whether by consolidation or merger of Liberty Global, Inc. with, or sale, lease, conveyance or transfer of all or substantially all of Liberty Global, Inc.’s assets to, another Person, and thereafter “Liberty Global” shall mean such successor Person.

“Second Supplemental Indenture” means the Second Supplemental Indenture, dated as of June 15, 2005, among Liberty Global, the Company and the Trustee.

“Second Supplemental Indenture Effective Time” means the Second Supplemental Indenture Effective Time as such term is defined in Article V of the Second Supplemental Indenture.

“Series A Common Stock” means the Series A common stock, par value \$.01 per share, of Liberty Global, as it exists on the date of the Second Supplemental Indenture and any shares of any class or classes of capital stock of Liberty Global resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of Liberty Global and which are not subject to redemption by Liberty Global; *provided, however*, that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable on conversion or purchase of Securities shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

(c) Except for the reference to Class A Common Stock in Section 12.5(a)(5)(A)(ii) of the First Amended Indenture, all references to “Class A Common Stock” in the First Amended Indenture, including all exhibits attached thereto, which in accordance with Section 1.14 of the First Amended Indenture are part thereof, shall be deemed to be deleted and the term “Series A Common Stock” shall be deemed to be substituted therefor.

(d) For avoidance of doubt, the terms “Company” and “Trustee” as set forth in Section 1.1 of the First Amended Indenture are not amended by this Second Supplemental Indenture.

Section 2.2 Concerning Conversion.

(a) Liberty Global hereby expressly agrees to become a co-obligor with the Company with respect to the Conversion Obligation under the Indenture; *provided*, that Liberty Global shall not have any responsibilities or obligations as to the Conversion Obligation, or have any other obligations or responsibilities under the Indenture, except to the extent expressly set forth in this Second Supplemental Indenture.

(b) Article Twelve of the First Amended Indenture is amended as follows:

(1) Section 12.1(a)(4) of the First Amended Indenture is amended by deleting the first two references therein to the term “the Company” and substituting therefor the term “Liberty Global.”

(2) Section 12.1(a)(5) of the First Amended Indenture is amended and restated to read in full as follows:

(5)(A)(i) on or prior to January 16, 2005 and on or after the Second Supplemental Indenture Effective Time, Liberty Global became or becomes a party to a consolidation, merger, binding share exchange or sale of all or substantially all of its assets, in each case, pursuant to which the Series A Common Stock would be converted into cash, securities or other property unless at least 90% of the consideration (excluding cash payments for fractional share interests and cash payments pursuant to dissenters’ rights) in such transaction consists of Common Stock, American Depositary Shares or other certificates representing Equity Interests traded on a United States national securities exchange or quoted on the Nasdaq Stock Market, or will be so traded or quoted when issued or exchanged in connection with such transaction, and as a result of such transaction or transactions the Securities become convertible into such publicly traded securities or (ii) on or after January 17, 2005 and on or prior to June 29, 2005, the Company became or becomes a party to a consolidation, merger, binding share exchange or sale of all or substantially all of its assets, in each case, pursuant to which the Class A Common Stock could be converted into cash, securities or other property and (B) the Holder has surrendered the Holder’s Securities for conversion within the time period specified in Section 12.1(b)(4).

(3) The first two sentences of Section 12.1(b)(3) of the First Amended Indenture are amended and restated to read in full as follows:

In the case of a distribution described under Section 12.1(a)(4), Liberty Global or the Company shall notify Holders of Securities at least 20 days prior to the earlier of the Event Record Date and the Ex-Dividend Date for such distribution (the “Distribution

Notice”). After Liberty Global or the Company has given the Distribution Notice, Holders may surrender their Securities for conversion, in whole or in part, at any time until the close of business on the earlier of the Business Day immediately prior to the Event Record Date and the date of Liberty Global’s announcement that such distribution will not take place.

(4) The first two sentences of Section 12.1(b)(4) of the First Amended Indenture are amended and restated to read in full as follows:

In the case of a transaction described under Section 12.1(a)(5), Liberty Global or the Company will notify Holders at least 20 days prior to the anticipated effective date of such transaction (the “Merger Notice”). After Liberty Global or the Company has given the Merger Notice, Holders may surrender Securities for conversion at any time from and after the open of business on the day 15 days prior to the anticipated effective date of the transaction until the close of business on the earlier of the effective date of the transaction and the date of Liberty Global’s announcement that the transaction will not take place.

(5) The first sentence of Section 12.2(a) of the First Amended Indenture is amended and restated to read in full as follows:

In order to exercise the conversion right with respect to any interest in Securities represented by Global Securities, Participants of the Clearing Systems shall complete the appropriate instruction form for conversion pursuant to the Common Depositary’s book-entry conversion program, furnish appropriate endorsements and transfer documents if required by Liberty Global, the Company, the Trustee or the Conversion Agent, and pay the funds, if any, required by this Section 12.2 and any transfer taxes if required pursuant to Section 12.7.

(6) Section 12.2(a)(3) of the First Amended Indenture is amended and restated to read in full as follows:

(3) furnish appropriate endorsement and transfer documents if required by Liberty Global or the Company;

(7) The second sentence of the paragraph next following clause (4) of Section 12.2(a) of the First Amended Indenture is amended and restated to read in full as follows:

All such Securities surrendered for conversion shall, unless the shares issuable on conversion are to be issued in the same name as the Holder of such Securities, be duly endorsed by, or be accompanied by instruments of transfer in form satisfactory to

Liberty Global or the Company duly executed by, the Holder or the Holder's duly authorized attorney.

(8) Section 12.3(a)(1) of the First Amended Indenture is amended and restated to read in full as follows:

If the Company elects to satisfy the Conversion Obligation entirely in shares of Series A Common Stock, then Liberty Global shall issue and the Company shall deliver to the Holder a number of shares of Series A Common Stock equal to the aggregate principal amount of the Securities to which the Holder has exercised the Holder's conversion privilege pursuant to this Article divided by the Conversion Price on the Conversion Date ("Share Settlement").

(9) The first sentence of Section 12.3(c) of the First Amended Indenture is amended and restated to read in full as follows:

Subject to compliance with any restrictions on transfer, if shares of Series A Common Stock are issuable on conversion and are to be issued in a name other than that of the Holder (as if such transfer were a transfer of the Securities (or portion thereof) so converted), Liberty Global shall issue and the Company shall deliver to such Holder at the office of the Conversion Agent, a certificate or certificates for the number of full shares of Series A Common Stock issuable upon the conversion of such Securities or portion thereof in accordance with the provisions of this Article (unless the Holder holds Securities in book-entry form with the Clearing Systems, then the shares of Series A Common Stock shall be delivered in accordance with the customary practices of the Clearing Systems) and the Company shall deliver a check or cash in respect of any fractional interest in respect of a share of Series A Common Stock arising upon such conversion, as provided in Section 12.4.

(10) The second paragraph of Section 12.3(c) of the First Amended Indenture is amended by deleting all references therein to the term "the Company" and substituting therefor the term "Liberty Global."

(11) Section 12.3(d) of the First Amended Indenture is amended and restated to read in full as follows:

(d) Except as otherwise provided in Section 12.5, neither Liberty Global nor the Company shall make any payment or other adjustment for dividends on any Series A Common Stock issued upon conversion of the Securities.

(12) The first sentence of Section 12.4 of the First Amended Indenture is amended and restated to read in full as follows:

Liberty Global will not issue, and the Company will not deliver, fractional shares of Series A Common Stock upon conversion of Securities.

(13) Sections 12.5(a) and 12.5(b) and the first paragraph of Section 12.5(c) of the First Amended Indenture are amended by deleting all references therein to the term “the Company” and substituting therefor the term “Liberty Global.”

(14) The first sentence of Section 12.5(d)(1) (but not clause (A) thereof) and the first sentence of Section 12.5(d)(2) of the First Amended Indenture are amended by deleting all references therein to the term “the Company” and substituting therefor the term “Liberty Global.”

(15) The first sentence of Section 12.5(f) of the First Amended Indenture is amended by deleting the first reference therein to the term “the Company” and substituting therefor the term “Liberty Global,” and the third sentence of Section 12.5(f) of the First Amended Indenture is amended by deleting all references therein to the term “the Company” and substituting therefor the term “Liberty Global.”

(16) Section 12.5(g)(4) of the First Amended Indenture is amended and restated to read in full as follows:

(4) In any case in which this Section 12.5 provides that an adjustment shall become effective immediately after an Event Record Date for an event, the Company may defer until the occurrence of such event (A) Liberty Global issuing and the Company delivering to the Holder of any Securities converted after such Event Record Date and before the occurrence of such event the additional shares of Series A Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the Series A Common Stock issuable upon such conversion before giving effect to such adjustment and (B) the Company paying to such Holder any amount in cash in lieu of any fraction pursuant to Section 12.4.

(17) Sections 12.5(g)(5), 12.6(c) and 12.8 of the First Amended Indenture are amended by deleting all references therein to the term “the Company” and substituting therefor the term “Liberty Global.” The section heading for Section 12.8 and the corresponding reference in the Table of Contents of the First Amended Indenture are amended by deleting the references therein to the term “Company” and substituting therefor the term “Liberty Global.”

(18) Section 12.10 of the First Amended Indenture is amended by deleting the term “Company’s” (immediately preceding the term “Conversion Obligation”) therefrom.

(19) Clauses (a), (b), (c) and (d) of Section 12.11 (but not the paragraph immediately succeeding clause (d)) of the First Amended Indenture are amended by deleting all references therein to the term “the Company” and substituting therefor the term “Liberty Global.”

(20) Section 12.12 of the First Amended Indenture is amended and restated to read in full as follows:

Section 12.12 Effect of Reclassification, Consolidation, Merger or Sale on Conversion Right. In case of:

(a) any reclassification or change of shares of Series A Common Stock issuable upon conversion of the Securities (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination, or any other change for which an adjustment is provided in Section 12.5(b));

(b) any consolidation, merger or binding share exchange to which Liberty Global is a party other than a merger in which Liberty Global is the continuing Entity and which does not result in any reclassification of, or change (other than in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination, or any other change for which an adjustment is provided in Section 12.5(b)) in outstanding shares of Series A Common Stock; or

(c) any sale or conveyance of all or substantially all of the assets of Liberty Global,

in each case, pursuant to which the Series A Common Stock is converted to cash, securities or other property; then (1) from and after the effective time of such reclassification, change, consolidation, merger, binding share exchange or sale, the right to convert the Securities into Series A Common Stock shall be changed into the right to convert the Securities into the kind and amount of cash, securities or other property that the Holders would have received if they had converted their Securities immediately prior to such reclassification, change, consolidation, merger, binding share exchange or sale and (2) the Company and Liberty Global or the successor or purchasing Entity, as the case may be, shall execute with the Trustee a supplemental indenture providing that such Securities shall be convertible into the kind and amount of cash, securities or other property receivable upon such reclassification, change, consolidation, merger, binding share exchange or sale by holders of a number of shares of Series A Common Stock issuable upon conversion of their Securities

immediately prior to such reclassification, change, consolidation, merger, binding share exchange or sale, assuming such holder of Series A Common Stock did not exercise his rights of election, if any, as to the kind or amount of cash, securities or other property receivable upon such reclassification, change, consolidation, merger, binding share exchange or sale (*provided*, that if the kind or amount of cash, securities or other property receivable upon such reclassification, change, consolidation, merger, binding share exchange or sale is not the same for each share of Series A Common Stock in respect of which such rights of election shall not have been exercised (“nonelecting share”), then for the purposes of this Section 12.12, the kind and amount of cash, securities or other property receivable upon such reclassification, change, consolidation, merger, binding share exchange or sale for each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of non-electing shares). Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article. If, in the case of any such reclassification, change, consolidation, merger, binding share exchange or sale, the cash, securities or other property receivable thereupon by a holder of Series A Common Stock includes cash, securities or other property of an Entity other than the successor or purchasing Entity, as the case may be, in such reclassification, change, consolidation, merger, binding share exchange or sale, then such supplemental indenture shall also be executed by such other Entity and shall contain such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors of the Company shall reasonably consider necessary by reason of the foregoing.

In the event a supplemental indenture shall be executed pursuant to this Section 12.12, the Company shall promptly file with the Trustee (1) an Officers’ Certificate briefly stating the reasons therefor, the kind or amount of cash, securities or other property receivable by Holders of the Securities upon the conversion of their Securities after any such reclassification, change, consolidation, merger, binding share exchange or sale, any adjustment to be made with respect thereto and that all conditions precedent have been complied with and (2) an Opinion of Counsel that all conditions precedent in respect thereto have been complied with. The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Holder, in the manner provided in Section 1.5, within 20 days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture. The above provisions of this Section 12.12 shall similarly apply to successive reclassifications,

changes, consolidations, mergers, binding share exchanges and sales. If this Section 12.12 applies to any event or occurrence, Section 12.5 shall not apply.

(21) The first sentence of the first paragraph of Section 12.13 of the First Amended Indenture is amended and restated to read in full as follows:

The Trustee or any other Conversion Agent shall have no duty to determine when an adjustment under this Article should be made, how it should be made or what such adjustment should be, but may accept as conclusive evidence of that fact or the correctness of any such adjustment, and shall be protected in relying upon, an Officers' Certificate including the Officers' Certificate with respect thereto which the Company is obligated to file with the Trustee and the Conversion Agent pursuant to Section 12.12.

Section 2.3 Concerning Option to Require Purchase.

(a) The first sentence of Section 13.3(d) of the First Amended Indenture is amended and restated to read in full as follows:

Subject to compliance with any restrictions on transfer, if shares of Series A Common Stock are issued in respect of the payment of the Change of Control Purchase Price and are to be issued in a name other than that of the Holder (as if such transfer were a transfer of the Securities (or portion thereof) so purchased), Liberty Global shall issue and the Company shall deliver to such Holder at the office of the Paying Agent or the office or agency referred to in Section 10.2, a certificate or certificates for the number of full shares of Series A Common Stock issuable upon the purchase of such Securities or portion thereof in accordance with the provisions of this Article (unless the Holder holds Securities in book-entry form with the Clearing Systems, then the shares of Series A Common Stock shall be delivered in accordance with the customary practices of the Clearing Systems) and the Company shall deliver a check or cash in respect of any fractional interest in respect of a share of Series A Common Stock arising upon such purchase, as provided in Section 13.6.

(b) The second paragraph of Section 13.3(d) of the First Amended Indenture is amended by deleting the second and third references therein to the term "the Company" and substituting therefor the term "Liberty Global."

(c) The first sentence of Section 13.3(f)(2) of the First Amended Indenture is amended by deleting the term "The Company" therein and substituting therefor the term "Liberty Global."

(d) The first sentence of Section 13.6 of the First Amended Indenture is amended and restated to read in full as follows:

Liberty Global will not issue and the Company will not deliver fractional shares of Series A Common Stock in payment of the Change of Control Purchase Price.

Section 2.4 Concerning Form of Securities.

The first sentence of paragraph 4 of the Form of Securities attached as Exhibit A to the First Amended Indenture is amended and restated to read in full as follows:

The Company issued the Securities under an Indenture, dated as of April 6, 2004, between the Company and the Trustee (such Indenture as it may from time to time be supplemented or amended, including without limitation pursuant to the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture").

ARTICLE III
CONCERNING UGC MERGER

Section 3.1 Representations Concerning the UGC Merger.

The Company hereby represents that it is the continuing entity and that no Default or Event of Default exists or shall occur immediately after giving effect to the UGC Merger.

Section 3.2 Officers' Certificate and Opinion of Counsel.

Concurrently with the execution and delivery of this Second Supplemental Indenture, the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel as required by Sections 8.1, 9.3 and 12.12 of the First Amended Indenture.

ARTICLE IV
CONCERNING THE TRUSTEE

Section 4.1 Terms and Conditions.

The Trustee accepts this Second Supplemental Indenture and agrees to perform the duties of the Trustee upon the terms and conditions set forth herein and in the First Amended Indenture, as modified by this Second Supplemental Indenture.

Section 4.2 No Responsibility.

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Second Supplemental Indenture or the proper authorization or the due execution hereof by

Liberty Global or the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company, as the case may be.

ARTICLE V
EFFECTIVE TIME; EFFECT OF EXECUTION AND DELIVERY

Notwithstanding the execution and delivery of this Second Supplemental Indenture on the date hereof, the amendments to the First Amended Indenture set forth in Article II of this Second Supplemental Indenture shall not become effective unless and until the Effective Time (as such term is defined in the Merger Agreement) of the UGC Merger occurs (the date and time of such Effective Time is herein called the "Second Supplemental Indenture Effective Time"). From and after the Second Supplemental Indenture Effective Time and without any further notice or action on the part of Liberty Global, the Company, the Trustee, any Holder or any other Person, (i) the First Amended Indenture shall be deemed to be modified in accordance with the amendments set forth in Article II of this Second Supplemental Indenture, (ii) this Second Supplemental Indenture shall form a part of the Indenture for all purposes, (iii) except as expressly modified by this Second Supplemental Indenture, the First Amended Indenture shall continue in full force and effect, (iv) the Securities shall continue to be governed by the First Amended Indenture, as modified by this Second Supplemental Indenture and (v) every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound by the First Amended Indenture, as modified by this Second Supplemental Indenture. Without limiting the generality of the foregoing, each outstanding Security shall be deemed modified and amended as set forth in the First Amended Indenture, as modified by this Second Supplemental Indenture.

ARTICLE VI
OBLIGATIONS UNDER THE INDENTURE

Notwithstanding anything to the contrary in the First Amended Indenture, this Second Supplemental Indenture or the First Amended Indenture, as modified by this Second Supplemental Indenture, (i) all obligations for payment of principal of, or premium, if any, interest, Liquidated Damages, if any, Change of Control Purchase Price, Conversion Obligation, Put Price or Redemption Price due to be paid on, the Securities shall remain solely the obligations of the Company and (ii) any requirement to provide notices, make announcements or file documents with the Trustee in Article Twelve or Thirteen of the First Amended Indenture, as modified by this Second Supplemental Indenture, shall remain the responsibility of the Company, and Liberty Global shall not be responsible for such notices, announcements or filings. Liberty Global has executed this Second Supplemental Indenture only for the purpose of confirming its obligation to issue Series A Common Stock upon the conversion of Securities as set forth herein, and Liberty Global neither has nor assumes any obligations for payment of principal of, or premium, if any, interest, Liquidated Damages, if any, Change of Control Purchase Price, Conversion Obligation, Put Price or Redemption Price due to be paid on, the Securities or any other obligations under the Indenture, this Second Supplemental Indenture or the First Amended Indenture, as modified by this Second Supplemental Indenture.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1 Headings Descriptive.

The Article and Section headings in this Second Supplemental Indenture are for convenience only and shall not affect the construction of this Second Supplemental Indenture.

Section 7.2 Rights and Obligations of the Trustee.

All of the provisions of the First Amended Indenture with respect to the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of this Second Supplemental Indenture as fully and with the same effect as if set forth herein in full.

Section 7.3 Successors and Assigns.

All covenants and agreements in this Second Supplemental Indenture by the Company or Liberty Global shall bind its respective successors and assigns, whether so expressed or not.

Section 7.4 Separability Clause.

In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 7.5 Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 7.6 Governing Law.

THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(B), AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 7.7 Conflict with Trust Indenture Act.

If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with any provision which is required or deemed to be included in this Second Supplemental Indenture by any of the provisions of the Trust Indenture Act, such provision or requirement of the Trust Indenture Act shall control. If any provision of this Second

Supplemental Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to this Second Supplemental Indenture as so modified or excluded, as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed all as of the day and year first above written.

LIBERTY GLOBAL, INC.

By: /s/ Elizabeth M. Markowski

Name: Elizabeth M. Markowski

Title: Senior Vice President

UNITEDGLOBALCOM, INC.

By: /s/ Michael T. Fries

Name: Michael T. Fries

Title: President and Chief Executive Officer

THE BANK OF NEW YORK

By: /s/ Michael Pitfick

Name: Michael Pitfick

Title: Vice President