



COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

For official use

[] [] [] [] [] []

2797365

Name of company

* Nickelodeon U.K.

* insert full
name of Company

I, Jane Sara Sparkes

of 65 Holborn Viaduct

London

EC1A 2DY

* delete as
appropriate

do solemnly and sincerely declare that I am a (Solicitor engaged in the formation of the company) ~~person named as director or secretary of the company in the instrument delivered to the registrar under section 10(1)(f)~~ and that all the requirements of the above Act in respect of the registration of the above company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 10 Snow Hill

LONDON

EC1A 2AL

Declarant to sign below

Jane Sparkes

the 2nd day of MARCH

One thousand nine hundred and ninety three

before me MABOND

SOLICITOR.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presentor's name address and
reference (if any):

C1/JSS

Lovell White Durrant

65 Holborn Viaduct

LONDON

EC1A 2DY.

For official Use
New Companies Section

Post





C O M P A N I E S H O U S E

10

**Statement of first directors and
secretary and intended situation
of registered office**

This form should be completed in black.

CN 2797365

For official use

N

Company name (in full)

Nickelodeon U.K.

Registered office of the company on
incorporation.

RO 6 Centaurs Business Park, Grant Way

Post town Isleworth

County/Region Middlesex

Postcode TW7 5QD

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.



Name Lovell White Durrant

RA 527 Madison Avenue 10th Floor

Post town New York

County/Region New York, U.S.A.

Postcode 10022

Number of continuation sheets attached

3

To whom should Companies House
direct any enquiries about the
information shown in this form?

Starr DeLorme, Lovell White Durrant

65 Holborn Viaduct, London

Postcode EC1A 2DY

Telephone (071) 236 0066

Extension

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS

Richard

Eigendorff

N/A

N/A

AD 1 Crown Circle

Post town Bronxville

County/Region New York

Postcode NY 10718

Country U.S.A.

I consent to act as secretary of the company named on page 1

Signed



Date

1/16/93

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

Thomas

Freston

N/A

N/A

AD 90 West Broadway #9B

Post town New York

County/Region New York

Postcode 10017

Country U.S.A.

DO 2 2 1 1 4 5Nationality **NA** U.S. Citizen**OC** Business Executive**OD** None

I consent to act as director of the company named on page 1

Signed



Date

1/12/93

Directors (continued)

(See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

Geraldine

Laybourne

N/A

N/A

AD

85 Upper Mountain Avenue

Post town Montclair

County/Region New Jersey

Postcode NJ 07042

Country U.S.A.

DD

1 9 0 5 4 7

Nationality **NA** U.S Citizen**OC**

Business Executive

CD

Nickelodeon Huggings U.K. Limited

I consent to act as director of the company named on page 1

Signed



Date

1/18/93

Delete if the form
is signed by an
agent on behalf of
the subscribers.

Signature of agent on behalf of all subscribers

Date 2nd March 1993

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Company Secretary (See notes 1 - 5)

Name	*Style/Title
------	--------------

Forenames

Surname

***Honours etc**

Previous forenames

Previous surname

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

Consent signature

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name	*Style/Title
------	--------------

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

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I consent to act as secretary of the company named on page 1

Signed _____

Date _____

CD
CHRISTOPHER KENNETH
MACKENZIE
N/A
N/A
AD 10 MADINGLEY COURT
WILLOUGHBY ROAD
Post town
County/Region EAST TWICKENHAM
Postcode TW1 2QG Country ENGLAND
DO 115 012415 Nationality NA BRITISH
OC GENERAL MANAGER
OD SKY SUBSCRIBER SERVICES LIMITED
SATELLITE ENCRYPTION SERVICES LIMITED
I consent to act as director of the company named on page 1
Signed *Christopher Mackenzie* Date 21/3/92

(See notes 1 - 5)

***Style/Title**

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

AD

Post town

County/Region

Postcode

Country

DO

Nationality

NA

OC

OD

I consent to act as director of the company named on page 1

Signed

Date _____

Delete if the form
is signed by the
subscribers.

Lowell L. White Plummer

Signature of agent on behalf of all subscribers

Date 2nd March 1963

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Company Secretary (See notes 1 - 5)

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CS

Richard

Brooke

AD

12 Wavenden Avenue

Post town Chiswick, London

County/Region

Postcode W4 4NR

Country England

I consent to act as secretary of the company named on page 1

Consent signature

Signed

Date 26.2.93

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CD

Samuel Hewlings

Chisholm

AD

Flat 7

21 Hyde Park Square

Post town London

County/Region

Postcode W2

Country England

Date of birth

DO 081039

Nationality NA New Zealander

Business occupation

OC Chief Executive & Managing Director

Other directorships

OD See attached

*** Voluntary details****Consent signature**

Signed

Date

2/3/93

I consent to act as director of the company named on page 1

'See notes 1 - 5)

***Style/Title**

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

David

Evans

AD

1464 Lindcrest Drive

Post town Beverly Hills

County/Region California

Postcode 90210

Country -USA

DO	0	1	0	6	4	0
----	---	---	---	---	---	---

Nationality **NA** Australian

OC

Director

OD

N/A

I consent to act as director of the company named on page 1

Signed

Date 2/7/93

Delete if the form
is signed by the
subscribers.

howell white Durrent

Signature of agent on behalf of all subscribers Date 2nd March 1993

Delete if the form is signed by an agent on behalf of all the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date

NICKELODEON UK

Directorships of Samuel Hewlings Chisholm

British Sky Broadcasting Limited

Precis (1043) Limited

Sky Television Plc

Sky Subscribers Service Limited

Tele-Aerials Satellite Limited

2797367
030393
CER

UNLIMITED COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

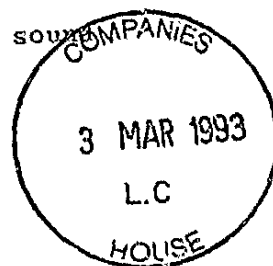
OF

NICKELODEON U.K.



1. The name of the Company is Nickelodeon U.K.
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (a)(i) to carry on in all parts of the world as principal and agent the business of licensing, distributing, renting, producing and exploiting motion picture films and television and other programming of all kinds and in all media and by films and other methods of recording which are now known or hereafter developed;
 - (ii) to carry on business as programme contractors for the purpose of the Broadcasting Act 1990 or any Act amending repealing or replacing that Act in whole or in part, and subject to this to supply programmes or parts of programmes suitable for television and local sound broadcasting whether by the Company or by any other person, firm, corporation or authority;
 - (iii) to obtain all necessary permits or licences required for the purpose of enabling the Company to carry on its business upon such terms and conditions as may be acceptable to it;
 - (iv) to acquire by purchase, exchange, lease or otherwise any land or building in, on or from which or in relation to which any production or occurrence in connection with the making of a television or sound

Messrs. G. H. Carr, 000 812 1.
N.I. £200 =
Same Day



88888888

040393

broadcasting programme may take place, or which is otherwise suitable for the business of the company;

(v) to produce, promote, present, organise, arrange and provide every kind of entertainment, diversion or instruction which may provide suitable material for inclusion in a television or sound broadcasting programme;

(vi) to acquire by purchase or otherwise the copyright in any material.

(b) To carry on the business of merchants and traders generally and to buy, sell, hire, manufacture, repair, let on hire, alter, improve, treat and deal in all apparatus, machines, materials and articles of all kinds;

(c) To invest and deal with the moneys of the Company in or upon investments or securities of any nature (whether as principal or agent) and generally to acquire, hold, deal in and otherwise dispose of investments and other securities;

(d) To carry on any other business or activity, whether trading, manufacturing, investing or otherwise;

(e) To purchase, take on lease or in exchange, hire or otherwise acquire, hold deal in and otherwise dispose of all or any estate or interest in or over any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property (whether tangible or intangible) of any kind;

(f) To receive money on deposit or loan from any person, firm or company;

(g) To make advances to any person firm or company with or without security;

- (k) To guarantee, support or secure, whether by direct obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by issuing any security of the Company by way of mortgage, or by any one or more or all of such methods or by any other method, and whether or not the Company receives any advantage therefor, the performance of any obligations or commitments and the repayment or payment of the principal amounts of, or the premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary company or holding company of the Company or is a subsidiary of such a holding company or which is otherwise directly or indirectly associated with the Company in business or through shareholdings;
- (i) To establish and maintain or procure the establishment and maintenance of any share option or share incentive or profit sharing schemes or trusts or any non-contributory or contributory pension or superannuation schemes or funds for the benefit of, and to make or give or procure the making or giving of loans, donations, gratuities, pensions, allowances or emoluments (whether in money or money's-worth) to, or to trustees on behalf of, any persons who are or were at any time in the employment of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, husbands, widows, widowers, families and dependants of any such persons, and to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards policies of assurance on the lives of any such persons and policies of insurance for the benefit of or in respect of any such

persons (including insurance against their negligence or breach of duty to the company) as aforesaid, and to pay, subscribe or guarantee money to or for any charitable or benevolent objects or for any exhibition or for any political, public, general or useful object, and to do any of the above things, either alone or in conjunction with any such other company as aforesaid;

- (j) To enter into any joint venture, partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm, or company and to subsidise or otherwise assist any person, firm or company;
- (k) To establish or promote or concur in establishing or promoting any other company and to guarantee the payment of the dividends, interest or capital of any shares, stock or other securities issued by or any other obligations of any such company;
- (l) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company;
- (m) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company including without limitation, any such dealing or disposal on terms that are wholly or partly gratuitous or of a non-commercial nature;
- (n) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company;
- (o) To make known the businesses or any of them or the products or any of them of the Company or the businesses or products of any other person

firm or company, in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication in books and periodicals, and by granting prizes, rewards and donations, and by carrying on and conducting prize and competition schemes or any scheme or arrangement of any kind, either alone or in conjunction with any other person, firm or company, whereby the said businesses or any of them may be promoted or developed, or whereby the said products may be advertised and made known;

- (p) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, of any country, and to obtain from any such government or authority all legislation, orders, rights, concessions and privileges that may seem requisite;
- (q) To borrow or raise or secure the payment of money for the purposes of or in connection with any of the Company's business or businesses;
- (r) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue in cash at par or at a premium or discount, or for any other consideration, debentures, mortgage debentures or debenture stock or other similar securities, payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the company by a trust deed or other assurance;
- (s) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- (t) To pay or otherwise give consideration for any property or rights acquired by the company in any manner whatsoever and in particular but without limitation in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect

of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another;

- (u) To accept payment or other consideration for any property or rights sold or otherwise disposed of or dealt with by the Company in any manner whatsoever and in particular but without limitation in cash, whether by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- (v) To amalgamate with any other company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any other such company as aforesaid, with or without winding-up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any other such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner;
- (w) To pay out of the funds of the Company all expenses which the Company may lawfully pay in respect of or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or under-writing shares, debentures or debenture stock, and to apply at the cost of the Company to Parliament for any extension of the company's objects and powers;
- (x) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and

either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise; and

- (y) To do all such other things as are in the opinion of the Company or its board of directors incidental or conducive to the above objects or any of them,

And it is hereby declared that "company" in this Clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of the Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares taken by each
Subscriber

Nickelodeon Huggings U.K. Limited
(registered in England number 2775793)
c/o MTV Europe
20-23 Manela Street
Camden Town
London NW1 0DU
United Kingdom

100 A Shares

A Company limited by shares

By: *Teresa Marando*

Name: Teresa Marando

Title: Director

Precis 1177 Limited
(registered in England number 2767224)
6 Centaurs Business Park
Grant Way
Isleworth
Middlesex TW7 5QD
United Kingdom

100 B Shares

A Company limited by shares

By: *C MacKenzie*

Name: CHRISTOPHER MACKENZIE

Title: DIRECTOR

TOTAL SHARES TAKEN

200

WITNESS to the first Signature:

Signature: *Karen Blumenthal*
Name: Karen Blumenthal
Address: 1515 Broadway
New York New York
U.S.A.
Occupation: Legal Assistant
DATED: January 12, 1993

WITNESS to the second Signature:

Signature: *Sharon Southwell-Gray*
Name: SHARON SOUTHWELL-GRAY
Address: 6 CENTAURS BUSINESS PARK
GRANT WAY
ISLEWORTH TW7 5QD
Occupation: SOLICITOR
DATED: 2nd March 1993

THE COMPANIES ACT 1985

UNLIMITED COMPANY HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

NICKELODEON U.K.

REGULATIONS OF THE COMPANY

1. The articles of the Company comprise these Articles and, save insofar as it is modified by these Articles, Table A (which expression means that Table as prescribed by regulations made pursuant to the Companies Act 1985 and in force on the date of incorporation of the Company).

2. (1) Regulations 3, 8, 24, 29 to 31 (inclusive), 32, 34, 35, 40, 50, 53, 54, 60-62 (inclusive), 64, 65-69 (inclusive), 73-81 (inclusive), 88 to 91 (inclusive), 93, 100 and 118 in Table A do not apply to the Company.

(2) In these Articles:-

"A Shareholder" means the holder or the holders of a majority of the A Shares for the time being in issue;

"B Shareholder" means the holder or the holders of a majority of the B Shares for the time being in issue;

"Majority Shareholder" means the holder or the holders of a majority for the time being in issue of any class of shares whose Percentage Share is more than 50% (fifty per cent);

"Minority Shareholder" means the holder or the holders of a majority for the time being in issue of any class of shares whose Percentage Share is less than 50% (fifty per cent);

"Percentage Share" means, at any time in relation to any class of shares in the capital of the Company, the number of shares of that class in issue divided by the total number of shares in the capital of the Company then in issue, expressed as a percentage that is rounded to the nearest 1/1,000.

SHARE CAPITAL

3. The share capital of the Company is £20,000 divided into 1,000,000 "A" Shares of one penny each ("A Shares") and 1,000,000 "B" Shares of one penny each ("B Shares"). The A Shares and the B Shares shall be separate classes of shares but save as expressly provided by these Articles shall rank pari passu in all respects.

4. (1) Subject to the provisions of paragraph (2) of this Article the directors are hereby authorised to exercise the powers of the company to offer, allot, agree to allot, grant any right to subscribe for, or to convert any security into, and otherwise dispose of any of the shares in the capital of the company for the time being unissued to such persons (subject always to Article 9(2)) at such times and generally on such terms and conditions as they think proper but subject to any direction to the contrary given by the company in general meeting and to the terms on which any shares are created or issued and provided that no shares shall be issued at a discount contrary to the Act. Section 89(1) of the Act is hereby excluded.

(2) The directors may not in the exercise of the authority conferred on them by paragraph (1) of this Article allot relevant securities if a period of five years has elapsed from the date of incorporation and the allotment is not made pursuant to an offer or agreement made by the Company during such period.

(3) The authority of the directors conferred on them by paragraph (1) of this Article to allot relevant securities may be varied revoked or renewed by ordinary resolution of the Company in accordance with the provisions of the Act.

(4) In the foregoing paragraphs of this Article references to allotment of shares shall include references to the grant of any right to subscribe for, or to convert any security into, shares.

VARIATION OF RIGHTS

5. The rights attached to any existing shares shall not (unless otherwise expressly provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking pari passu therewith or subsequent thereto.

SHARE CERTIFICATES

6. In Regulation 6 in Table A there shall be inserted after the word "seal" the following words, namely: "or the official seal of the company, if the company has a seal, or otherwise executed in such manner as may be permitted by the Act".

LIEN

7. The Company shall have a first and paramount lien on all the shares registered in the name of any member (whether solely or jointly with others) for all moneys due to the company from him or his estate, whether solely or jointly with any other person (whether a member or not) and whether such moneys are presently payable or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The directors may at any time resolve that any share shall be exempt, wholly or partly, from the provisions of this Article.

CALLS ON SHARES

8. The directors may accept from any member the whole or any part of the amount remaining unpaid on any share held by him notwithstanding that no part of that amount has been called up.

TRANSFER OF SHARES

9. (1) No share or any interest therein may be transferred without the prior written approval of all the A Shareholders and all the B Shareholders for the time being. The directors shall be bound to approve a transfer which has such approval, but shall not approve for registration any other transfer.

(2) Notwithstanding anything to the contrary contained in these Articles, the shareholders shall be limited and confined solely to the members of the Company existing on its incorporation, and none of the members of the Company shall under any circumstances transfer any of its shares, or any interest in shares, to any person other than another member of the Company or the Company itself. The members of the Company on its incorporation are Nickelodeon Huggings U.K. Limited, a limited company registered in England, number 2775793 and Precis 1177 Limited, a limited company registered in England, number 2767224.

10. No share and no interest in or rights attaching to any share shall be held by any member as a bare nominee for or sold or disposed of to any person except in accordance with Article 9 and for the purposes of Articles 9 and 10 references to shares being transferred sold or disposed of shall include, without limitation:-

- (a) any direction (by way of renunciation or otherwise) by a member entitled to an allotment or transfer that a share be allotted or issued or transferred to some person other than himself;

- (b) any sale or other disposition of any legal or beneficial interest in a share, whether or not for consideration.

ALTERATION OF SHARE CAPITAL

11. The Company may by special resolution:-

- (a) increase the share capital by such sum to be divided into shares of such amount as the resolution may prescribe;
- (b) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (c) subdivide its shares, or any of them, into shares of a smaller amount than its existing shares;
- (d) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person;
- (e) reduce its share capital and any share premium account in any way and in particular, but without limitation, the Company may purchase its own shares on such terms, and for such consideration, as the directors may in their absolute discretion agree with the selling shareholder(s).

GENERAL MEETINGS

12. All general meetings of the Company shall be held at a place within the United Kingdom.

PROCEEDINGS AT GENERAL MEETINGS

13. No business shall be transacted at any general meeting unless a quorum is present. Two members present of whom one shall be or represent an A Shareholder and one of whom shall be or represent a B Shareholder shall be a quorum for all purposes.

14. In Regulation 41 in Table A there shall be inserted after the words "the directors may determine" the following words, namely: "and if at the adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, one member present in person or by proxy or (being a corporation) by its duly authorised representative shall be a quorum".

15. A poll may be demanded by any member present in person or by proxy or (being a corporation) by its duly authorised representative. Regulation 46 in Table A shall be construed accordingly.

16. A resolution in writing or all the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present shall be as effectual as if it had been passed at a general meeting duly convened and held either

- (a) if it consists of an instrument executed by or on behalf of each such member; or
- (b) if it consists of several instruments in the like form each either
 - (i) executed by or on behalf of one or more of such members; or
 - (ii) sent by or on behalf of one or more of such members by telex or facsimile transmission and deposited or received at the office or received by the secretary.

VOTES OF MEMBERS

17. (1) On a show of hands every member who is present in person shall have one vote and on a poll every member shall have one vote for every A Share of which he is the holder and one vote for every B Share of which he is the holder provided that:-

(a) no A Shares shall confer any right to vote upon a resolution for the removal from office of a "B" Director (as defined in Article 25);

(b) no B Shares shall confer any right to vote upon a resolution for the removal from office of an "A" Director (as defined in Article 25);

(c) if at any time there shall be more than one holder of A Shares and if at any meeting any holder of any A Shares is not present in person or by proxy the votes exercisable on a poll in respect of the A Shares held by members present in person or by proxy shall be pro tanto increased so that such A Shares together entitle such members to the same aggregate number of votes as could be the case in respect of all the A Shares if all the holders thereof were present; and

(d) the provisions of sub-paragraph (c) of this Article shall apply to the votes exercisable on a poll in respect of B Shares except that references to A Shares shall be construed as references to B Shares.

(2) The Chairman of a general meeting shall not be entitled to a second or casting vote.

18. The instrument appointing a proxy shall be in writing in any usual or common form and shall (except in the case of an appointment by telex or a facsimile transmission of an appointment otherwise complying with the requirements of this Article) be executed by the appointer or his attorney duly authorised in writing or in such other form as the directors may approve. A proxy need not be a member of the company.

19. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is executed, or a notarially certified copy of such power or authority, shall be deposited or received at the office

(or at such other place in the United Kingdom as is specified for that purpose in any instrument of proxy sent by the company in relation to the meeting) not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or handed to the chairman of the meeting or adjourned meeting, and, in default, the instrument of proxy shall be invalid.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

20. Any one of the directors or the secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the Articles of Association of that corporation) act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. Any one of the directors or the secretary for the time being of the Company or any other person appointed by resolution of the directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

NUMBER OF DIRECTORS

21. The number of Directors shall be six who shall be appointed by the A Shareholder and by the B Shareholder in accordance with Article 25.

ALTERNATE DIRECTORS

22. (1) Any Director may by writing under his hand appoint any other person to be his alternate and any Director appointed pursuant to Article 25 may have any other person appointed or removed as his alternate in

like manner to such Director's appointment and removal provided for by Article 25 (provided that each Director may have only one alternate at any one time) and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director for whom he is the alternate, to attend and vote at meetings of the Directors and to exercise all the powers, rights, duties and authorities of the Director for whom he is the alternate as if he were an "A" Director or a "B" Director (as the case may be). A Director may at any time revoke the appointment of an alternate appointed by him, and appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(2) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director for whom he is the alternate.

DELEGATION OF DIRECTORS' POWERS

23. The directors may delegate any of their powers to committees upon which both the "A" Directors and "B" Directors shall be represented. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the directors. Regulation 72 of Table A shall be construed accordingly, and the following words shall be added at the end of the first sentence of Regulation 72 in Table A, namely: "and may also appoint to any such committee persons who are not directors provided that the chairman and a majority of such committee shall be directors".

24. The meeting and proceedings of any committee of the directors formed pursuant to Article 23 above shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors, so far as the same are applicable and are not superseded by any regulations made by the directors under the last preceding paragraph of the Article.

APPOINTMENT AND REMOVAL OF DIRECTORS

25. (1) Whenever the Percentage Share of the A shares and of the B Shares is equal to 50% (fifty per cent):-

(a) The A Shareholder shall be entitled by notice in writing signed by them and left at or sent by registered post to the registered office for the time being of the Company or handed to the Chairman of any meeting of the Directors of the Company to appoint three Directors and by like notice to remove any director so appointed and at any time and from time to time by like notice to appoint any other person to be a director in the place of the director so removed or in the place of any director vacating office in any way and originally so appointed by them. Any director so appointed shall be an "A" Director. Any notice given pursuant to this paragraph of this Article shall take effect immediately upon delivery to the registered office of the Company or to the Chairman of any meeting of the Directors of the Company.

(b) The B Shareholder shall be entitled by notice in writing signed by them and left at the registered office for the time being of the Company or handed to the Chairman of any meeting of the directors of the Company to appoint three directors and by like notice to remove any director so appointed and at any time and from time to time by like notice to appoint any other person to be a director in the place of the director so removed or in the place of any director vacating office in any way and originally so appointed by them. Any director so appointed shall be a "B" Director. Any notice given pursuant to this paragraph of this Article shall take effect immediately

upon delivery to the registered office of the Company or to the Chairman of any meeting of the Directors of the Company.

(2) If at any time the Percentage Share of the A Shares or of the B Shares is less than 50% (fifty per cent) (such A Shares or B Shares in such circumstances being referred to as "Minority Shares"), the number of Directors entitled to be appointed by the Minority Shareholder shall be equal to the total number of Directors multiplied by the Percentage Share of the Minority Shares (expressed as a fraction) rounded down to the nearest whole number, and the Majority Shareholder shall be entitled to appoint the remaining Directors: paragraphs (1)(a) and (1)(b) of this Article shall be modified accordingly, and, if the number of Directors whom the Minority Shareholder is entitled to appoint is, by virtue of the provisions of this paragraph, less than the number of Directors then holding office and originally appointed by the Minority Shareholder, the Minority Shareholder shall forthwith remove one or more of such Directors by notice in the manner provided in paragraph (1)(a) or (1)(b) as the case may be, and, in default of such notice, the Majority Shareholder shall be entitled to remove the requisite number of such Directors from office as if originally appointed by the Majority Shareholder.

(3) Every director appointed pursuant to this Article shall hold office until he either is removed or dies or vacates office pursuant to Article 26 and (subject to the provisions of Section 303 of the Act) neither the Company in general meeting nor the directors shall have power to fill any such vacancy but the provisions of this Article may be relaxed or varied to any extent by agreement in writing between the A Shareholder and the B Shareholder.

(4) Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosures to the shareholder (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine.

(5) Except in manner provided by this Article no person shall be appointed to fill any vacancy occurring in the office of director and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

26. The office of director shall be vacated if the director:-

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (b) becomes prohibited from being a director by reason of any order made under the provisions of the Company Directors Disqualification Act 1986; or
- (c) in the opinion of all his co-directors becomes incapable by reason of mental disorder of discharging his duties as director; or
- (d) resigns his office by notice in writing to the Company; or
- (e) is removed from office under Article 25.

REMUNERATION OF DIRECTORS

27. The following sentence shall be added at the end of Regulation 82 in Table A, namely: "Any director who serves on any committee, or who devotes special attention to the business of the company, or who otherwise performs services which in the opinion of the directors are in addition to or outside the scope of the ordinary duties of a director (which services shall include, without limitation, visiting or residing abroad in connection with the company's affairs), may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the directors may determine".

DIRECTORS' APPOINTMENTS AND INTERESTS

28. In Regulation 84 in Table A there shall be substituted for the words "shall not be subject to retirement by rotation" the following words, namely: "shall be subject to the same provisions as to resignation and removal as other directors of the company".

DIRECTORS' AND EMPLOYEES' GRATUITIES AND PENSIONS

29. The directors may:-

- (a) establish and maintain, or procure the establishment and maintenance of, any share option or share incentive or profit sharing schemes or trusts or any non-contributory or contributory pension or superannuation schemes or funds for the benefit of, and may make or give or procure the making or giving of loans, donations, gratuities, pensions, allowances or emoluments (whether in money or money's-worth) to, or to trustees on behalf of, any persons who are or were at any time in the employment or service of the company, or of any company which is a subsidiary of the company, or is allied to or associated with the company or with any such subsidiary, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, and to the wives, husbands, widows, widowers, families and dependants of any such persons;
- (b) establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the company, or of any such other company as aforesaid, or of any such persons as aforesaid;
- (c) make payments for or towards policies of assurance on the lives of any such persons and policies of insurance of or in respect of any such persons (including insurance against their negligence) as aforesaid;

(d) pay, subscribe or guarantee money to or for any charitable or benevolent objects, or for any exhibition, or for any political, public, general or useful object; and

(e) do any of the above things either alone or in conjunction with any such other company as aforesaid.

Subject always, if the Act shall so require, to particulars with respect to the proposed payment being disclosed to the members and to the payment being approved by the company, any director shall be entitled to participate in and retain for his own benefit any such loan, donation, gratuity, pension, allowance or emolument.

PROCEEDINGS OF DIRECTORS

30. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. Every Director shall be given not less than 48 hours notice of every meeting of the directors, such notice to be sent to such address as is notified by him to the company for this purpose or otherwise communicated to him personally or communicated to the Shareholder appointing him. Any Director may by notice to the Company either before or after the meeting waive his rights to receive notice of the meeting and any Director who either:

(a) is present at the commencement of a meeting whether personally or by his alternate director (except when he is present for ; or

(b) does not, within 7 days following its coming to his attention that a meeting has taken place without prior notice of such meeting having been given to him pursuant to this Regulation, notify the company that he desires the proceedings at such meeting to be regarded as a nullity,

shall be deemed hereafter to have waived his right to receive notice of such meeting pursuant to this Article.

31. (1) Save as may otherwise be agreed by the A Shareholder and the B Shareholder:

(a) The quorum necessary for the transaction of the business of the Directors shall be two individuals present in person or in communication with the meeting by telephone, of whom one shall be an "A" Director or his duly appointed alternate, and one shall be a "B" Director or his duly appointed alternate;

(b) Questions arising at any meeting of directors shall be determined by the unanimous vote of the "A" Directors, voting as a class, and the "B" Directors, voting as a class;

(c) On each occasion of the Directors exercising their votes the "A" Directors shall collectively have one vote and the "B" Directors shall collectively have one vote, such vote to be exercised in each case by agreement among the "A" Directors and the "B" Directors respectively present at the meeting or, in the absence of agreement, by the majority vote of the "A" Directors or the "B" Directors respectively present at the meeting, provided that if the "A" Directors or the "B" Directors, as the case may be, cannot determine the exercise of their vote by agreement or by a majority vote, their vote shall be deemed to have been exercised so as to create a unanimous vote of both classes of Directors.

(2) In the case of an equality of votes the chairman of the board of directors shall not have a casting vote.

32. For the purpose of determining whether a quorum exists for the transaction of the business of the board of Directors:-

(a) in the case of a resolution of Directors, who would (if attending a meeting) comprise a quorum, who are in telephonic communication with one another, any such resolution shall be as valid and effectual as if passed at a meeting of the board of Directors duly convened and held;

(b) in the case of a meeting of the board of Directors, in addition to the directors present at the meeting, any Director in telephonic communication with such meeting shall be counted in the quorum and entitled to vote; and

(c) any person attending a meeting of the board or in telephonic communication with such a meeting, who is both a Director and is acting as an alternate director for one or more of the Directors shall, for the purposes of the quorum, be counted as one for each such person for whom he is acting as an alternate director and, if applicable, also be counted as a Director, but not less than two individuals shall constitute a quorum,

and for the purpose of this Article, 'telephonic communication' means communication by means of conference telephone or similar communications equipment whereby all persons participating in the proceedings can hear each other.

33. A resolution in writing of a majority of the "A" Directors and a majority of the "B" Directors or of all the members of a committee of directors shall be as effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held either

(a) if it consists of an instrument executed by or on behalf of each such director or committee member;

or

(b) if it consists of several instruments in the like form each either;

(i) executed by or on behalf of one or more of such directors or committee members; or

(ii) sent by or on behalf of one or more of such directors or committee members by telex or facsimile transmission and deposited or received at the office or received by the secretary,

and any such instrument executed or sent by or on behalf of an alternate director shall be deemed to have been duly executed or sent (as the case may be) by or on behalf of his appointor.

34. Subject to any requisite declaration of interest in accordance with the provisions of the Act and (if applicable) Regulation 85 in Table A having been made by him a director may vote as a director in regard to any transaction or arrangement in which he is interested, or upon any matter arising therefrom and Regulation 94 in Table A shall be construed subject to this provision.

35. In Regulation 97 in Table A:-

(a) there shall be inserted after the words "the appointment" the following words, namely: "or the terms of appointment"; and

(b) the following words shall be deleted, namely: "and be counted in the quorum" and there shall be inserted after the words "his own appointment" the following words, namely: "and shall be counted in the quorum in respect of each resolution including that concerning his own appointment".

MINUTES

36. The directors shall cause minutes to be made in books kept for the purpose-

- (a) of all appointments of officers and alternate directors made by the directors; and
- (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the company, of the directors, and of committees of directors, including the names of the persons present at each such meeting,

and shall cause copies of all such minutes to be furnished to the A Shareholder and the B Shareholder within fourteen days of the date of the proceedings.

THE SEAL

37. In Regulation 101 of Table A, there shall be substituted for the first sentence the following sentence, namely: "The company need not have a seal but if the company does have a seal, the seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors."

38. The company is authorised pursuant to Section 39 of the Act for so long as its objects require or comprise the transaction of business in foreign countries to have an official seal for use in any territory district, or place elsewhere than in the United Kingdom.

CAPITALISATION OF PROFITS

39. The following proviso shall be added to sub-clause (b) of Regulation 110 of Table A: "provided that the resulting shares distributed to the holders of the A Shares shall be A Shares and those distributed to the

holders of the B Shares shall be B Shares and provided further that all new shares shall be issued in accordance with Article 4."

INDEMNITY

40. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

WINDING UP

41. (1) Save as may be otherwise agreed by the A Shareholder and the B Shareholder, any member may requisition a general meeting of members of the Company for the purpose of passing a Special Resolution to wind up the Company pursuant to Section 84(1) of the Insolvency Act 1986 (or any statutory re-enactment thereof) (a "Winding Up Resolution"), by serving on the other member or members and on the Company a Notice of such meeting, giving 21 clear days' notice thereof. Such a meeting is in these Articles called a "Requisitioned Meeting", and shall be held at such place in the United Kingdom and at such time as shall be specified in the Notice of Meeting. A member requisitioning such a meeting is in these Articles called a "Requisitioning Member". A Requisitioned Meeting called in accordance with this Article shall be deemed to be duly convened for all purposes.

(2) In addition to the right of every member to appoint a proxy to attend and vote for it, a Requisitioning Member shall for all purposes be empowered and authorised to appoint for and on behalf of any and all other members of the Company (and to execute the instrument or instruments of proxy or appointment accordingly) a proxy or proxies (in accordance with the provisions in that regard contained in these Articles) to attend and vote for such member or members at a Requisitioned Meeting; and any such appointment by the Requisitioning Member shall only be revoked if and to the extent that any other such member or its duly authorised representative (in the case of a member being a body corporate) or a proxy for such member duly appointed by it attends and votes at the Requisitioned Meeting on the Winding Up Resolution.

(3) On a Winding Up Resolution the Requisitioning Member shall (if voting in favour of the Winding Up Resolution) be entitled to cast on a poll in respect of the shares held by it such number of votes as shall be equal to three times the number of votes attached to all other shares in the capital of the Company.

(4) The Requisitioning Member or its proxy shall be entitled to demand a poll on the Winding Up Resolution.

(5) (a) As soon as practicable following the occurrence of an Insolvency Event (as defined in paragraph (5)(b) of this Article) the members shall convene a general meeting of members of the Company for the purpose of considering a Winding Up Resolution and shall procure that such resolution is duly passed.

(b) For the purposes of this paragraph an "Insolvency Event" shall mean any of the following events occurring in relation to a member or, where the context permits, in relation to the Company:-

- (i) bankruptcy (meaning, in the case of a member which is a company incorporated in England, either the passing of a resolution by the shareholders of that company for its winding up on the

grounds of that company's inability to pay its debts or the making by a court of competent jurisdiction of an order for the winding up of that company on the grounds of that company's inability to pay its debts);

- (ii) dissolution;
- (iii) the making of an administration order within the meaning of Section 8 of the Insolvency Act of 1986;
- (iv) the appointment of a receiver over the whole (or substantially the whole) of its assets, property and undertaking Provided that such appointment shall only constitute an Insolvency Event if the appointment has not been discharged, stayed or restrained within sixty days following the appointment; or
- (v) (in relation to a member which is resident, established or incorporated outside England and Wales) any event or legal or judicial proceedings analogous to those set out in sub-paragraphs (i) to (iv) inclusive above (and, in relation to paragraph (iv) above, subject to the proviso stated therein) occurring or being passed or made in respect of such member, including but not limited to the filing of a petition in respect of such member in the case of a voluntary proceeding under Title 11 of the United States Code, or a judgement, decree, or order against such member by a court of competent jurisdiction in the case of an involuntary proceeding under Title 11 of the United States Code.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Nickelodeon Huggings U.K. Limited
(registered in England number 2775793)
c/o MTV Europe
20-23 Manela Street
Camden Town
London NW1 0DU
United Kingdom

A Company limited by shares

By:

Teresa Marando

Name:

Teresa Marando

Title:

Director

Precis 1177 Limited
(registered in England number 2767224)
6 Centaurs Business Park
Grant Way
Isleworth
Middlesex TW7 5QD
United Kingdom

A Company limited by shares

By:

Christopher Mackenzie

Name:

CHRISTOPHER MACKENZIE

Title:

DIRECTOR

WITNESS to the first Signature:

Signature

Karen Blumenthal

Name

Karen Blumenthal

Address

1515 Broadway

New York, New York
U.S.A.

Occupation

Legal Assistant

DATED

January 12, 1993

WITNESS to the second Signature:

Signature

Sharon Southern-Craig

Name

SHARON SOUTHERN-CRAIG

Address

6 CENTAURS BUSINESS PARK

GRANT WAY

ISLEWORTH

Occupation

SOLICITOR

DATED

2nd March 1993

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE UNLIMITED COMPANY**

Company No. 2797365

The Registrar of Companies for England and Wales hereby certifies that
NICKELODEON U.K.

is this day incorporated under the Companies Act 1985 as a private
company and that the company is unlimited.

Given at Companies House, London, the 3rd March 1993

A handwritten signature in black ink, appearing to read 'C Carr'.

MR. C. CARR

For The Registrar Of Companies



C O M P A N I E S H O U S E