



Companies House
for the record

88(2)

Return of Allotment of Shares

Please complete in typescript, or
in bold black capitals.

CHWP000

Company Number

3250589

Company name in full

FOX KIDS EUROPE LIMITED

Shares allotted (including bonus shares):

From			To		
Day	Month	Year	Day	Month	Year
27	09	2002			

Date or period during which shares were allotted
(If shares were allotted on one date enter that date in the "from" box)

Class of shares
(ordinary or preference etc)

ORDINARY

ORDINARY

Number allotted

3,600,000

123,207

Nominal value of each share

£1.00

£1.00

Amount (if any) paid or due on each share
(including any share premium)

£10.09

£10.00

List the names and addresses of the allottees and the number of shares allotted to each overleaf

If the allotted shares are fully or partly paid up otherwise than in cash please state:

% that each share is to be treated as paid up

100

100

Consideration for which the shares were allotted

(This information must be supported by the duly stamped contract or by the duly stamped particulars on Form 88(3) if the contract is not in writing)

Transfer of £36,307,587 from the Company's capital reserve to its share capital account + Contribution of a loan of £1,232,070

When you have completed and signed the form send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff CF14 3UZ
For companies registered in England and Wales

DX 33050 Cardiff

Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
For companies registered in Scotland

DX 235
Edinburgh



A28
COMPANIES HOUSE
0474
08/10/02

Names and addresses of the allottees (List joint share allotments consecutively)

Shareholder details	Shares and share class allotted	
Name <u>FOX KIDS EUROPE CHANNELS B.V.</u> Address <u>SUMATRALAAN 45</u> <u>1217 GP HILVERSUM, THE NETHERLANDS</u> UK Postcode <u> L L L L L L L </u>	Class of shares allotted <u>ORDINARY</u>	Number allotted <u>3,600,000</u>
Name <u>FOX KIDS EUROPE CHANNELS B.V.</u> Address <u>SUMATRALAAN 45</u> <u>1217 GP HILVERSUM, THE NETHERLANDS</u> UK Postcode <u> L L L L L L L </u>	Class of shares allotted <u>ORDINARY</u>	Number allotted <u>123,207</u>
Name _____ Address _____ _____ UK Postcode <u> L L L L L L L </u>	Class of shares allotted _____ _____ _____ _____ 	Number allotted _____ _____ _____ _____
Name _____ Address _____ _____ UK Postcode <u> L L L L L L L </u>	Class of shares allotted _____ _____ _____ _____ 	Number allotted _____ _____ _____ _____
Name _____ Address _____ _____ UK Postcode <u> L L L L L L L </u>	Class of shares allotted _____ _____ _____ _____ 	Number allotted _____ _____ _____ _____

Please enter the number of continuation sheets (if any) attached to this form

Signed



Date

3/10/02

A director / ~~secretary~~ / administrator / administrative receiver / receiver manager / receiver

Please delete as appropriate

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel	
DX number	DX exchange



FOX KIDS EUROPE CHANNELS B.V.

CONTRIBUTION AND CAPITAL TRANSFER AGREEMENT

This Contribution and Capital Transfer Agreement ("Agreement") is made on 27 September 2002 between:

Fox Kids Europe Channels B.V., a limited liability company organised and existing under the laws of the Netherlands ("Contributor"); and

Fox Kids Europe Limited, a private limited liability company organised and existing under the laws of England and Wales ("Company").

RECITALS

- A. The Contributor is the holder of all the issued shares in the Company.
- B. The Contributor has advanced a loan of £1,232,070 to the Company ("Loan").
- C. The Company wishes to capitalise the Loan by issuing 123,207 ordinary shares of £1 each in the Company to the Contributor ("Loan Shares").
- D. The Company also wishes to transfer £36,307,587 from its capital reserve account to its share capital and share premium accounts by issuing a further 3,600,000 fully paid ordinary shares of £1 each in the Company (the "Capital Reserve Shares") to the Contributor.
- E. The Contributor has indicated that it is willing to contribute the Loan in return for the Loan Shares and that it is also willing accept the Capital Reserve Shares upon the transfer of £36,307,587 from the Company's capital reserve account to the Company's share capital and share premium accounts, on the terms and conditions below.

OPERATIVE PART

The parties agree as follows:

1. Contribution of Loan

With effect from the date of this Agreement, the Contributor contributes and transfers to the Company all rights the Contributor has in relation to the Loan, and hereby waives any liabilities and obligations the Company may have to the Contributor in relation to the Loan. The Contributor consents to be allotted and issued the Loan Shares.

2. Capital Transfer

With effect from the date of this Agreement, the Contributor agrees to be allotted and issued the Capital Reserve Shares, and consents to the transfer of the sum of £36,307,587 from the Company's capital reserve account to the Company's share capital and share premium accounts to reflect the issue of the Capital Reserve Shares.



FOX KIDS EUROPE CHANNELS B.V.

3. Issue of shares

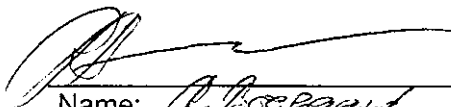
In consideration of the contribution of the Loan by the Contributor under clause 1 above, the Company agrees to allot and issue the Loan Shares to the Contributor. In consideration of the Contributor consenting to the transfer of the sum of £36,307,587 from the Company's capital reserve account to the Company's share capital and share premium accounts, the Company agrees to allot and issue the Capital Reserve Shares to the Contributor, and to transfer the sum of £36,307,587 from the Company's capital reserve account to the Company's share capital and share premium accounts to reflect the issue of the Capital Reserve Shares.

4. General

- 4.1 Each of the parties hereto agrees, at its own cost and expense, to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, as promptly as practicable, all things necessary, proper and advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.
- 4.2 This Agreement may be amended or modified only by a written instrument signed by the parties.
- 4.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 4.4 This Agreement shall be construed and take effect in all respects in accordance with the laws of England and Wales.

DATED: 27 September 2002

SIGNED for and on behalf of Fox Kids Europe Channels B.V.


Name: R. Boogaart
Title: Managing Director

SIGNED for and on behalf of Fox Kids Europe Limited

Name:
Title:

consideration of the Contributor consenting to the transfer of the sum of £36,307,587 from the Company's capital reserve account to the Company's share capital and share premium accounts, the Company agrees to allot and issue the Capital Reserve Shares to the Contributor, and to transfer the sum of £36,307,587 from the Company's capital reserve account to the Company's share capital and share premium accounts to reflect the issue of the Capital Reserve Shares.

4. General

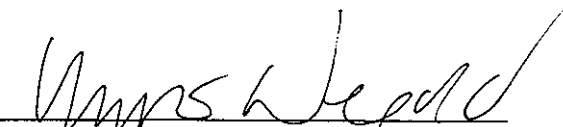
- 4.1 Each of the parties hereto agrees, at its own cost and expense, to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, as promptly as practicable, all things necessary, proper and advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.
- 4.2 This Agreement may be amended or modified only by a written instrument signed by the parties.
- 4.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 4.4 This Agreement shall be construed and take effect in all respects in accordance with the laws of England and Wales.

DATED: 27 September 2002

SIGNED for and on behalf of Fox Kids Europe Channels B.V.

Name:
Title

SIGNED for and on behalf of Fox Kids Europe Limited



Name: MARTIN WEIGOLD
Title: DIRECTOR

CONTRIBUTION AGREEMENT

This Contribution Agreement ("Agreement") is made on 27 September 2002 between:

Fox Kids Europe Properties S.a.r.l, a limited liability company organised and existing under the laws of Luxembourg ("Contributor"); and

Fox Kids Europe Limited a private limited liability company organised and existing under the laws of England and Wales ("Company").

RECITALS

- A. The Contributor has advanced loans totalling £22,267,930 to the Company ("Loans") under a Revolving Credit Facility Agreement dated 1 December 1999 ("Facility Agreement").
- B. The Company wishes to capitalise the Loans by issuing 2,226,793 ordinary shares of £1 each in the Company to the Contributor ("Loan Shares").
- C. The Contributor has indicated that it is willing to contribute the Loans in return for the Loan Shares on the terms and conditions below.

OPERATIVE PART

The parties agree as follows:

1. Contribution of Loan

With effect from the date of this Agreement, the Contributor contributes and transfers to the Company all rights the Contributor has in relation to the Loans, and hereby waives any liabilities and obligations the Company may have to the Contributor in relation to the Loans under the Facility Agreement (subject to clause 2 below). The Contributor consents to be allotted and issued the Loan Shares.

2. Facility Agreement

The Contributor and the Company agree that the Notes (as that term is defined in the Facility Agreement) representing the Loan shall be deemed to have been fully prepaid for the purposes of the Facility Agreement, provided that such prepayment shall not, contrary to 1(f)(i) of the Facility Agreement, include interest which has accrued in respect of such Notes.

3. Issue of shares

In consideration of the contribution of the Loan by the Contributor under clause 1 above, the Company agrees to allot and issue the Loan Shares to the Contributor.

4. General

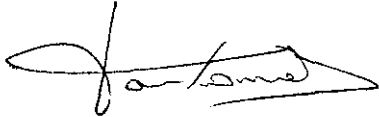
- 3.1 Each of the parties hereto agrees, at its own cost and expense, to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, as

promptly as practicable, all things necessary, proper and advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

- 3.2 This Agreement may be amended or modified only by a written instrument signed by the parties.
- 3.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 3.4 This Agreement shall be construed and take effect in all respects in accordance with the laws of England and Wales.

DATED:

SIGNED for and on behalf of Fox Kids Europe Properties S.a.r.l



Name:
Title: *MANAGER A*

D. RANSQUIN

Name:
Title: *[Signature]*

SIGNED for and on behalf of Fox Kids Europe Limited

Name:
Title:

promptly as practicable, all things necessary, proper and advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

- 3.2 This Agreement may be amended or modified only by a written instrument signed by the parties.
- 3.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 3.4 This Agreement shall be construed and take effect in all respects in accordance with the laws of England and Wales.


DATED: 27 SEPTEMBER 2002

SIGNED for and on behalf of Fox Kids Europe Properties S.a.r.l

Name:
Title

Name:
Title

SIGNED for and on behalf of Fox Kids Europe Limited



Name: MARTIN WEIGOLD
Title: DIRECTOR