

No. of Company

COMPANIES
Form No. 2A

THE COMPANIES ACT, 1948

REGISTERED
20 JUN 1963

COMPANIES

REGISTRATION

A 5/-
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2) of the Companies Act 1948.

Name
of
Company

THE BEATLES

Limited.

Presented by

Oscar A. Beugelfack,

St. Pauls Chambers,

19/23, Ladbroke Hill, W.C.4.

I, DAVID JOHN SHIRLEY
of St. Pauls Chambers, 19/23, Ludgate Hill,
London, E. C. 4.

Do solemnly and sincerely declare that I am ^(a) a Solicitor
of the Supreme Court engaged in the formation

of

THE BEATLES

Limited.

And that all the requirements of the Companies Act, 1948, in
respect of matters precedent to the registration of the said
Company and incidental thereto 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 1, St. Andrews Hill,
London, E. C. 4.

the 22nd day of May,

one thousand nine hundred and sixty-three
before me.

J. J. Duce
^(b) A Commissioner for Oaths.

(a) "A Solicitor of the Supreme Court" (or in Scotland "an Enrolled Law Agent"
"engaged in the formation," or "A person named in the Articles of Association
"as a 'Director' or the 'Secretary'."

(b) or Notary Public or Justice of the Peace.

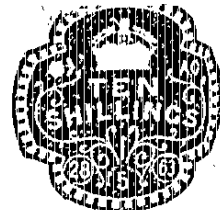
Redeclared at 1, St. Andrews Hill, London,
E. C. 4.
the 13th day of June one thousand nine
hundred and sixty-three before me

R. S. Lloyd
A Commissioner for Oaths.

NOTE. This Margin is reserved for binding, and must not be written across.

764797

12



No. of Company.....

STATEMENT OF NOMINAL CAPITAL

OF

REGISTERED
20 JUN 1963

THE BEATLES

LIMITED.

NOMINAL CAPITAL of the above-named Company is £ 100

Signature.....

Description A Solicitor of the Supreme
Court engaged in the
formation of the Company

Date 23 May, 1963.

STATEMENT of the Nominal Capital made pursuant to s. 112
of the Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal
Capital is Ten shillings for every £100 or fraction of £100—Section 41,
Finance Act, 1933.)

This Statement is to be filed with the Memorandum of Association,
or other Document, when the Company is registered.

Presented for registration by

Oscaar Beüselinck,

St. Pauls Chambers,

19/23, Ludgate Hill,

London, E.C. 4

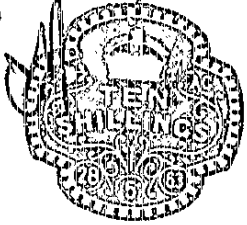
Stamps LCS 303.

STANLEY, DEAN & CO. LTD.
CC1

ST. PAULS CHAMBERS
19/23, LUDGATE HILL, E.C. 4

COMPANIES REGISTRATION
24 MAY 1963

10/1

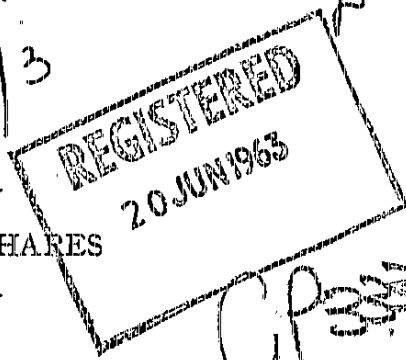


REGISTRATION

The Companies Act, 1948.

764797

3



CR

COMPANY LIMITED BY SHARES

CP 33/15

New Act

Memorandum of Association

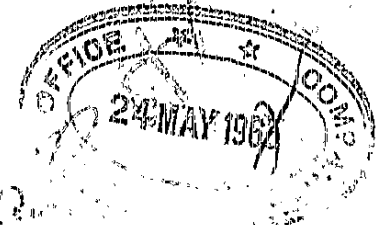
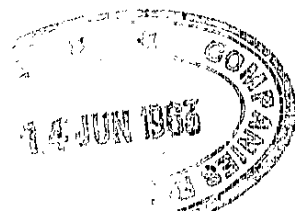
OF

THE BEATLES LIMITED.

THE

1. The name of the Company is "BEATLES LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
 - (1) To carry on business as music publishers, printers, copyists, engravers, arrangers and dealers, newspaper, journal and magazine publishers and proprietors, printers, publishers, booksellers, lithographers, stereotypers, stationers, refreshment caterers, engineers, electricians, cabinet makers and woodworkers, fancy goods dealers, and general storekeepers.

Handwritten signature/initials.



- (2) To conduct and carry on, in all their respective branches, the businesses of producers, manufacturers, licensors, licensees, performers, agents, consultants, distributors, renters, printers, proprietors, contractors, exporters, importers, buyers, sellers, hirers, publishers, exhibitors and dealers in, and agents of, works of every nature or sort including (but without prejudice to the generality of the foregoing) cinematograph films, plays, dramas, comedies, operas, oratorios, pantomimes, revues, ballets, concerts, songs, novels, scenarios, sketches, and in connection therewith to undertake and carry out all or any of the functions, operations, services, or work ordinarily or which can conveniently be undertaken and carried out by persons engaged in such businesses, including the hire, leasing and relinquishing of artistes, singers, dancers, entertainers, directors, producers and other persons in connection with the theatrical and motion picture industries and radio and television shows and of playwrights, dramatists, writers of plots and other subjects for plays, cinematograph films, newspapers, or magazines; also in connection with historical, topical and all kinds of other educational, scientific, and other film subjects; and generally to advise and trade in all respects and license and sub-license or be licensed or sub-licensed as agents, theatrical agents, cinematograph agents, producers, performers, exploiters, organisers, proprietors and exhibitors of plays, operas, concerts, sketches and motion pictures, photoplays and films, and productions of all kinds and description in every medium and form, and to acquire, purchase, sell, hire, or be interested in and to dispose of copyrights.
- (3) To carry on either alone or with others all or any of the businesses of producers, managers, presenters and performers of bands and orchestras and musical combinations of every nature or sort in every medium and form whatever now known or hereafter devised and as proprietors, lessees, licensees or managers of cinemas, theatres, musical halls and all places of amusement, recreation or entertainment, and in particular either alone or with others to provide for the production, representation and performance of motion pictures, stage plays, operas, operettas, revues, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, masques, recitals, promenade and other concerts, and other theatrical, musical, variety and dramatic performances and entertainments, circus and exhibitions of art of every description. To carry on the business of proprietors and managers of cinematograph houses and to provide for the representation and exhibition throughout the world of both silent and talking cinematograph and television films and entertainments as now shown or given or by means now or hereafter to become known, and generally to transact any business in connection therewith, and to permit the Company's premises to be used for such other purposes as may seem expedient.

- (4) To employ persons to write, compose, invest, adapt or arrange plays, cinematograph, moving picture and television plays (whether silent or talking), sketches, songs, music and dances, and any other theatrical, musical or variety compositions, and to enter into agreements with authors, composers and lyric writers or other persons for the dramatic or other rights of operas, stage plays, operettas, revues, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, musical compositions, cinematograph and moving picture plays, scenarios, and other musical and dramatic performances and entertainments or for the representation thereof in the United Kingdom and all other parts of the world, and to enter into engagements of all kinds with artistes and other persons.
- (5) To engage, provide and employ, or to act as agents in the engaging, providing and employing of artistes, actors, singers, dancers, and acrobats, variety performers, lecturers, operators, instructors or entertainers, and to enter into contracts with any artistes, persons or companies (either theatrical, cinematograph, television or otherwise) for the production and representation of scenarios, stage plays, film plays, television plays, operas, burlesques, vaudevilles, pantomimes, ballets, concerts, exhibitions, variety entertainments, performances and amusements of any kind.
- (6) To manufacture and deal in cameras, film plates, negatives, apparatus and material of all kinds for cinematograph or general photography or television, broadcasting, gramophone, acoustic and sound-producing films, wireless apparatus of all kinds, and to carry on the business of photographers and photographic printers and publishers in all branches, and to organise and arrange scenic and dramatic incidents for cinematograph or ordinary photographic reproduction or reproduction of transmission by means of television or radio, and take, produce, reproduce or publish or transmit cinematograph or other pictures and sounds of such incidents, natural objects, scenes or events in any part of the world.
- (7) To carry on any other manufacture, business or trade which can or may be advantageously carried on in conjunction with the before mentioned trades or businesses or which may be calculated directly or indirectly to enhance the value of the Company's undertaking or property.

- (8) To purchase, hire, lease, take in exchange or on partition or otherwise acquire, construct, lay out, improve, erect, demolish and reconstruct, work, maintain, farm and develop any lands, factories, offices, shops, halls or places of recreation or other buildings, sports grounds, railways, wharves, docks, mines, minerals, roads, sewers, waterways or other easements or any rights or interests in relation thereto or any plant, machinery, stock-in-trade or any other real or personal property of any kind whatsoever or to co-operate with any other person or persons, firm or company in any of the matters aforesaid.
- (9) To purchase, apply for, or otherwise acquire, maintain, renew, develop, finance and otherwise exploit any patents or patent rights, licences, copyright options or other exclusive rights in relation to any invention or other work in any country whatsoever and to expend moneys of the Company in testing, experimenting upon or improving any such invention or work.
- (10) To purchase or otherwise acquire any business or businesses which the Company is authorised to carry on together with goodwill, premises, stock-in-trade, book debts and other assets and whether as a going concern or otherwise and whether subject or not to any liabilities affecting the same.
- (11) To enter into agreements by way of amalgamation, partnership, sharing of profits or as to scope or area of operations restricting competition or mutual assistance or otherwise with any person, firm, company or group of persons, firms or companies carrying on or interested in any businesses hereby authorised or having objects wholly or in part similar to those of the Company.
- (12) To sell, exchange, let on lease or on hire or otherwise dispose of or grant any licence or privilege in respect of all or any part of the undertaking of the Company as a going concern or otherwise and any property and assets of the Company on such terms and subject or not to any restrictions and conditions and for any consideration whether payable in cash or wholly or in part by fully or partly paid shares, stock, debentures or debenture stock or other securities or obligations of any other company or otherwise.
- (13) To borrow or raise money in any currency and to give security for the repayment thereof by the issue of debentures, debenture stock, mortgages, bonds or other instruments with or without a floating or fixed charge on the undertaking or all or any of the assets of the

Company including its uncalled capital and generally on such terms and conditions as to redemption or otherwise as the Company may deem fitting.

- (14) To draw, accept, indorse, make, discount and negotiate bills of exchange, cheques, promissory notes, bills of lading, debentures, warrants and every description of transferable or negotiable instrument.
- (15) To pay for any property acquired by or services rendered to the Company in cash or by the issue either as fully or partly paid up of shares (whether with preferential, ordinary or deferred rights or otherwise) stock, debentures or debenture stock of the Company or by means of such other consideration as the Company may deem fit.
- (16) To invest or otherwise apply any moneys of the Company in such manner as may be thought desirable and to change any investments.
- (17) To lend money or give credit to any persons, firms, companies or corporations, including customers and others and to enter into and give guarantees for the due performance by any persons, firms, companies or corporations of his or their obligations and in either case with or without security.
- (18) To apply for or promote any Act of the Imperial Parliament or any Charter, provisional order or license or other privilege of or from the Imperial Government or any department thereof or any local authority or the legislature government or other authority of any British Dominion, Colony or dependency or any foreign country or to oppose any act, charter, order or proceeding which the Company may deem prejudicial to its interests.
- (19) To subscribe for, underwrite, purchase, take and hold any shares, stocks, debentures, debenture stock or other securities of and in any company or corporation having objects similar or ancillary to the objects of the Company or to promote, float or finance any such company or corporation or to join with others in so doing.
- (20) To apply for or accept from any Government or authority or corporation any contract, right, concession, charter or privilege and to work and develop the same and to agree to any modifications thereof from time to time.
- (21) To act as or to employ agents, trustees or brokers.

(22) To distribute among the members of the Company any of the assets of the Company or any shares, stocks or securities or property of which the Company shall have power to dispose.

(23) To pay any person or company for services rendered in disposing of any shares, stocks or debentures, to pay any expenses incurred in or incidental to the promotion, formation or incorporation of the Company and to procure the Company to be registered or recognised in any other Country or place either within the British Empire or elsewhere.

(24) To make donations to such persons and to subscribe to and support all kinds of associations which the Directors may decide to be calculated to benefit the Company or its trade or business or to benefit past, present or future employees of the Company (including any Director holding a salaried employment or office in the Company) or their dependents or connections: and to provide pensions and sick benefits and allowances for past and present employees of the Company (including any such Director as aforesaid) and their dependents or connections and to do all things mentioned in the proviso to the Companies Act 1948 Section 54 Sub-Section 1.

(25) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and Ex-Directors of the Company or their dependents or connections.

(26) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

(27) The objects specified in each paragraph of this clause shall unless otherwise expressed be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Members is limited.

5. The share capital of the Company is £100 divided into 100 shares of £1 each with power to the Company to increase or reduce the said capital and to issue any part of its capital, original or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the power hereinbefore contained.

4

We, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company, in pursuance of this 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.
<i>Don A Bensch</i> <i>(ALBERT REUSELINCK)</i> <i>19 Ludgate Hill</i> <i>CC4</i> <i>London</i>	<i>50</i> <i>Fifty</i>
<i>W. T. Strach</i> <i>(WALTER THOMAS STRACH)</i> <i>23, Albemarle Street,</i> <i>London, W.1.</i> <i>Accountant</i>	<i>50</i> <i>fifty</i>

DATED THE 22nd DAY OF MAY, 1963

Witness to the above signatures

W. T. Stockler

19, Ludgate Hill

W. T. U

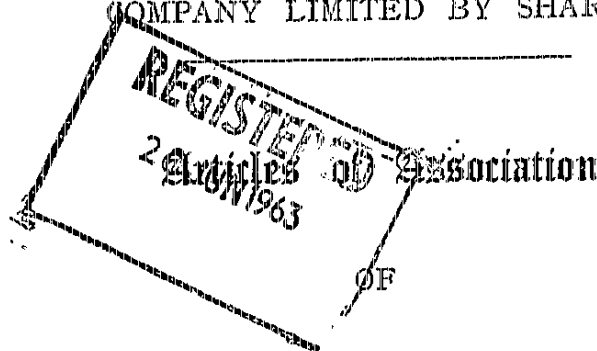


764797/4

8.

The Companies Act, 1948.

COMPANY LIMITED BY SHARES



THE BEATLES LIMITED.

PRELIMINARY

1. The regulations contained in Part II of Table A in the First Schedule to the Companies Act 1948 (including those regulations contained in Part I thereof as under the provisions of the said Part II are applicable to a Private Company) shall apply to the Company so far as the same are not excluded or varied hereby. The following clauses of the said Table A (hereinafter called "Table A") shall not apply to the Company viz.:—Clauses 24, 53, 75, 79, 84 (2), 84 (4), 89, 90, 91 and 92 of Part I thereof and Clause 3 of Part II thereof.

2. The Company is a private Company within the meaning of Section 28 of the Act.

3. Subject to the provisions of the next succeeding Article as regards new shares created on an increase of capital, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and at such times as they may think most beneficial to the Company.

4. Subject to any direction to the contrary that may be given by the Company in General Meeting, all shares (other than the shares in the original capital of the Company) which it is determined to issue shall in the first instance be offered to the members in proportion (as nearly as may be) to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined; and after the expiration of such time or on the receipt of an intimation

from the member to whom the notice is given that he declines to accept the shares, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

5. The original share capital of the Company is £100 divided into 100 Shares of £1 each.

6. The lien conferred by Clause 11 of Part I of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or shall be one of several joint holders. Clause 11 of Part I of Table A shall be varied accordingly.

RESTRICTION ON THE RIGHT OF TRANSFER OF SHARES

7. The Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share (whether or not it is a fully paid share) to any person who is not already a member of the Company.

8. Any Member of the Company who wishes to dispose of his Shares in the Company shall first offer them to the existing Members of the Company, who shall have the option to purchase them in the same proportions as their several holdings of Shares in the Company.

DEMAND FOR A POLL

9. Any one member present in person or by proxy at a General Meeting may demand a poll.

DIRECTORS

10. The number of the directors and the names of the first directors shall be determined in writing by the subscribers to the Memorandum of Association or a majority of them.

11. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining the age of 70 years or any other age.

12. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

13. A Director notwithstanding his interest but subject to his complying with Section 199 of the Act, shall be entitled to vote in respect of any contract, matter or arrangement in which he is interested, or of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof, and may be counted in the quorum at any meeting at which any such matter is considered.

14. A Director may hold any other office or place of profit in the Company except that of Auditor and, in the case of a sole Director, that of Secretary, upon such terms as may be arranged by the Board under and in accordance with Clause 84 (3) of Part I of Table A.

ALTERNATE DIRECTORS

15. (a). Any Director may nominate any person approved by the Board and the Board shall appoint any person so nominated and approved, whether or not he is a member of the Board, to be alternate Director in the place of such Director, and such appointment shall have effect, and such appointee while he holds office as an alternate Director shall be entitled to notice of Meetings of Directors, and in the absence of the Director nominating him, to attend and vote thereat accordingly, but he shall ipso facto vacate office if and when the Director nominating him vacates office as Director, or requests the Board to remove the alternate Director from office, and any nomination or request under this clause shall be by instrument in writing, addressed to the Company under the hand of the Director making the same.


(b). Any Member of the Board appointed as an alternate Director shall at any meeting of Directors which he attends while he holds office as an alternate Director and at which the Director, whose alternate he is, is not present be entitled to one vote in his own capacity as a Director and one further vote as such alternate Director.



(c). Every person acting as an alternate Director shall be deemed to be an officer of the Company and he shall not be deemed to be the agent of the Director nominating him. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director nominating him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate Director and the Director nominating him.

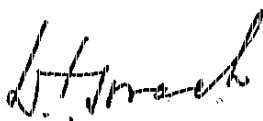
SECRETARY



16. The Directors shall comply with Section 177 of the Act, and shall from time to time appoint such person or persons as they shall deem proper to be Secretary of the Company and the provisions of Clauses 110 and 111 of Part I of Table A shall apply to every such appointment.

Names, Addresses and Descriptions of Subscribers.


~~FOSCARA ALBERT BESSELYNCK~~
19 Ludgate Hill
E.C.4
Clerk


(WALTER THOMAS STRACH)
23, Albemarle Street
London, W.1.
Accountant

Dated the 22nd day of MAY, 1962.

Witness to the above Signatures:---

W.T. Stockler
19, Ludgate Hill
E.C.4.

1. 7. 1. 1. 1.

DUPLICATE FOR THE FILE.

No. 764797



Certificate of Incorporation

I Hereby Certify that

THE BEATLES LIMITED

s this day incorporated under the Companies Act, 1948, and that the
Company is Limited.

Given under my hand at London this TWENTIETH DAY OF JUNE
ONE THOUSAND NINE HUNDRED AND SIXTY THREE.

L.S. Whitfield.

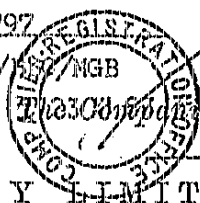
Assistant Registrar of Companies.

Certificate
received by

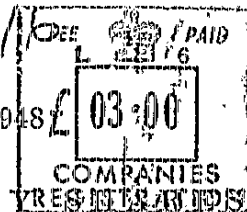
Books R Stanley Dean & Co. Ltd

Date *20/6/63*

Number of } 764797
Company } 740/



Companies Act, 1948



COMPANY LIMITED BY RESOLUTION

Special Resolution

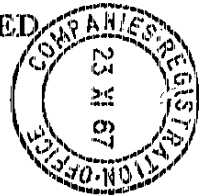
(Pursuant to s. 141 (2))

OF

THE BEATLES

LIMITED

Passed 17th November, 1967.



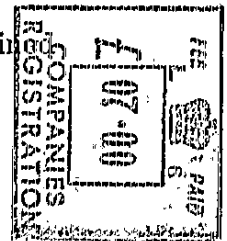
AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at

- 23 Albemarle Street
- London, W.1

on the 17th day of November, 1967, the subject of the Special Resolution was duly passed, viz. :—

RESOLUTION

That the name of the company be and it is hereby changed from The Beatles Limited to Apple Music Limited



Special Resolution must be printed in this space, fixed to or pasted on it, except use of an private when it typed. See and Note

Signature

Chairman

To be signed by the Chairman, a Director, or the Secretary of the Company.

NOTE.—To be filed within 15 days after the passing of the Resolution (s. 141 (2)). See section 143 (1) and (4) printed overleaf.

Section 143 of the Companies Act, 1948, provides (*inter alia*) as follows:—

(1) A printed copy of every resolution or agreement to which this section applies shall, within fifteen days after the passing or making thereof, be forwarded to the registrar of companies and recorded by him:

Provided that an exempt private company need not forward a printed copy of any such resolution or agreement if instead it forwards to the registrar of companies a copy in some other form approved by him.

* * * * *

(4) This section shall apply to—

- (a) special resolutions;
- (b) extraordinary resolutions;
- (c) resolutions which have been agreed to by all the members of a company, but which, if not so agreed to, would not have been effective for their purpose unless, as the case may be, they had been passed as special resolutions or as extraordinary resolutions;
- (d) resolutions or agreements which have been agreed to by all the members of some class of shareholders but which, if not so agreed to, would not have been effective for their purpose unless they had been passed by some particular majority or otherwise in some particular manner, and all resolutions or agreements which effectively bind all the members of any class of shareholders though not agreed to by all those members;
- (e) resolutions requiring a company to be wound up voluntarily, passed under paragraph (a) of subsection (1) of section two hundred and seventy-eight of this Act.

* * * * *

NOTE.—In the case of an exempt private company the Registrar of Companies under the proviso to s. 143 (1) will accept a typed top copy on durable paper, provided that there is on the file (e.g., on the last Annual Return) a certificate that the company is an exempt private company. If no such certificate is on the file, the certificate below should be completed.

CERTIFICATE

WE CERTIFY that, to the best of our knowledge and belief, the conditions mentioned in subsection (2) of section one hundred and twenty-nine of the Companies Act, 1948, are satisfied at the date of this certificate and have been satisfied at all times since* 20th June, 1963

Dated this 20th day of November, 1967



Director.



Acting Secretary.

* NOTE.—Insert "1st July, 1948" (the date of the commencement of the Companies Act, 1948), or, if the company was registered after that date, the date on which it was registered, or, if the proviso to s. 129 (1) of the Companies Act, 1948, has effect, the time at which it was shown to the Board of Trade that the conditions mentioned in the certificate were satisfied.



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 764797

Whereas

THE BEATLES LIMITED

was incorporated as a limited company under the **COMPANIES ACT, 1948,**

on the **20TH JUNE, 1963**

And whereas by special resolution of the Company and with the approval of the Board of Trade it has changed its name

Now therefore I hereby certify that the Company is a limited company incorporated under the name of

APPLE MUSIC LIMITED

4TH DECEMBER, 1967.

Given under my hand at London the

Assistant Registrar of Companies

Special Resolution

(Pursuant to s. 141 (2))

OF

blanks in
ing may be
a writing.

APPLE MUSIC LIMITED

Passed 12th January, 1968.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at

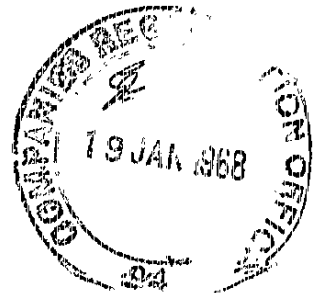
• Hille House, 9 Stafford Street, London, W.1.

on the 12th day of January, 1968, the subjoined Special Resolution duly passed, viz. :—

RESOLUTION

"That the name of the Company be and it is hereby changed from Apple Music Limited to Apple Corps Limited."

Special Resolu-
tion must be
fixed to or
it, except
use of an
private
when it
typed. See
and Note



W. Chambers
Signature _____ ACTING SECRETARY

To be signed
by the Chair-
man, a Direc-
tor, or the
Secretary of
the Company.

NOTE.—To be filed within 15 days after the passing of the Resolution(s).
See section 142 (1) and (4) printed overleaf.

The Solicitors' Law Stationery Society, Limited
101-102 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 40 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1;
65-69 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 10 & 21 North John Street, Liverpool, 2; 25-30 John
Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 754797

119

Whereas

APPLE MUSIC LIMITED

was incorporated as a limited company under the
COMPANIES ACT, 1948,
on the **20TH JUNE, 1963**

And whereas by special resolution of the Company and with the approval
of the Board of Trade it has changed its name

Now therefore I hereby certify that the Company is a limited company
incorporated under the name of

APPLE CORPS LIMITED

Given under my hand at London the **9TH FEBRUARY, 1968.**

Assistant Registrar of Companies

C.172

37

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

APPLE CORPS LIMITED

NO. 764797

This document is filed in accordance with Section 9 of the European Communities Act 1972, and is hereby certified to be a true copy of the Company's Memorandum and Articles of Association.

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The Companies Act, 1948.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

APPLE CORPS LIMITED

1. The name of the Company is "APPLE CORPS LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
 - (1) To carry on business as music publishers, printers, copyists, engravers, arrangers and dealers, newspaper, journal and magazine publishers and proprietors, printers, publishers, booksellers, lithographers, stereotypers, stationers, refreshment caterers, engineers, electricians, cabinet makers and woodworkers, fancy goods dealers, and general storekeepers.

- 3
- (2) To conduct and carry on, in all their respective branches, the businesses of producers, manufacturers, licensors, licensees, performers, agents, consultants, distributors, renters, printers, proprietors, contractors, exporters, importers, buyers, sellers, hirers, publishers, exhibitors and dealers in, and agents of, works of every nature or sort including (but without prejudice to the generality of the foregoing) cinematograph films, plays, dramas, comedies, operas, oratorios, pantomimes, revues, ballets, concerts, songs, novels, scenarios, sketches, and in connection therewith to undertake and carry out all or any of the functions, operations, services, or work ordinarily or which can conveniently be undertaken and carried out by persons engaged in such businesses, including the hire, leasing and relinquishing of artistes, singers, dancers, entertainers, directors, producers and other persons in connection with the theatrical and motion picture industries and radio and television shows and of playwrights, dramatists, writers of plots and other subjects for plays, cinematograph films, newspapers, or magazines; also in connection with historical, topical and all kinds of other educational, scientific, and other film subjects; and generally to advise and trade in all respects and license and sub-license or be licensed or sub-licensed as agents, theatrical agents, cinematograph agents, producers, performers, exploiters, organisers, proprietors and exhibitors of plays, operas, concerts, sketches and motion pictures, photoplays and films, and productions of all kinds and description in every medium and form, and to acquire, purchase, sell, hire, or be interested in and to dispose of copyrights.
- (3) To carry on either alone or with others all or any of the businesses of producers, managers, presenters and performers of bands and orchestras and musical combinations of every nature or sort in every medium and form whatever now known or hereafter devised and as proprietors, lessees, licensees or managers of cinemas, theatres, musical halls and all places of amusement, recreation or entertainment, and in particular either alone or with others to provide for the production, representation and performance of motion pictures, stage plays, operas, operettas, revues, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, masques, recitals, promenade and other concerts, and other theatrical, musical, variety and dramatic performances and entertainments, circus and exhibitions of art of every description. To carry on the business of proprietors and managers of cinematograph houses and to provide for the representation and exhibition throughout the world of both silent and talking cinematograph and television films and entertainments as now shown or given or by means now or hereafter to become known, and generally to transact any business in connection therewith, and to permit the Company's premises to be used for such other purposes as may seem expedient.

- (4) To employ persons to write, compose, invest, adapt or arrange plays, cinematograph, moving picture and television plays (whether silent or talking), sketches, songs, music and dances, and any other theatrical, musical or variety compositions, and to enter into agreements with authors, composers and lyric writers or other persons for the dramatic or other rights of operas, stage plays, operettas, revues, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, musical compositions, cinematograph and moving picture plays, scenarios, and other musical and dramatic performances and entertainments or for the representation thereof in the United Kingdom and all other parts of the world, and to enter into engagements of all kinds with artistes and other persons.
- (5) To engage, provide and employ, or to act as agents in the engaging, providing and employing of artistes, actors, singers, dancers, and acrobats, variety performers, lecturers, operators, instructors or entertainers, and to enter into contracts with any artistes, persons or companies (either theatrical, cinematograph, television or otherwise) for the production and representation of scenarios, stage plays, film plays, television plays, operas, burlesques, vaudevilles, pantomimes, ballets, concerts, exhibitions, variety entertainments, performances and amusements of any kind.
- (6) To manufacture and deal in cameras, film plates, negatives, apparatus and material of all kinds for cinematograph or general photography or television, broadcasting, gramophone, acoustic and sound-producing films, wireless apparatus of all kinds, and to carry on the business of photographers and photographic printers and publishers in all branches, and to organise and arrange scenic and dramatic incidents for cinematograph or ordinary photographic reproduction or reproduction of transmission by means of television or radio, and take, produce, reproduce or publish or transmit cinematograph or other pictures and sounds of such incidents, natural objects, scenes or events in any part of the world.
- (7) To carry on any other manufacture, business or trade which can or may be advantageously carried on in conjunction with the before mentioned trades or businesses or which may be calculated directly or indirectly to enhance the value of the Company's undertaking or property.

- (8) To purchase, hire, lease, take in exchange or on partition or otherwise acquire, construct, lay out, improve, erect, demolish and reconstruct, work, maintain, farm and develop any lands, factories, offices, shops, halls or places of recreation or other buildings, sports grounds, railways, wharves, docks, mines, minerals, roads, sewers, waterways or other easements or any rights or interests in relation thereto or any plant, machinery, stock-in-trade or any other real or personal property of any kind whatsoever or to co-operate with any other person or persons, firm or company in any of the matters aforesaid.
- (9) To purchase, apply for, or otherwise acquire, maintain, renew, develop, finance and otherwise exploit any patents or patent rights, licences, copyright options or other exclusive rights in relation to any invention or other work in any country whatsoever and to expend moneys of the Company in testing, experimenting upon or improving any such invention or work.
- (10) To purchase or otherwise acquire any business or businesses which the Company is authorised to carry on together with goodwill, premises, stock-in-trade, book debts and other assets and whether as a going concern or otherwise and whether subject or not to any liabilities affecting the same.
- (11) To enter into agreements by way of amalgamation, partnership, sharing of profits or as to scope or area of operations restricting competition or mutual assistance or otherwise with any person, firm, company or group of persons, firms or companies carrying on or interested in any businesses hereby authorised or having objects wholly or in part similar to those of the Company.
- (12) To sell, exchange, let on lease or on hire or otherwise dispose of or grant any licence or privilege in respect of all or any part of the undertaking of the Company as a going concern or otherwise and any property and assets of the Company on such terms and subject or not to any restrictions and conditions and for any consideration whether payable in cash or wholly or in part by fully or partly paid shares, stock, debentures or debenture stock or other securities or obligations of any other company or otherwise.
- (13) To borrow or raise money in any currency and to give security for the repayment thereof by the issue of debentures, debenture stock, mortgages, bonds or other instruments with or without a floating or fixed charge on the undertaking or all or any of the assets of the

Company including its uncalled capital and generally on such terms and conditions as to redemption or otherwise as the Company may deem fitting.

- (14) To draw, accept, indorse, make, discount and negotiate bills of exchange, cheques, promissory notes, bills of lading, debentures, warrants and every description of transferable or negotiable instrument.
- (15) To pay for any property acquired by or services rendered to the Company in cash or by the issue either as fully or partly paid up of shares (whether with preferential, ordinary or deferred rights or otherwise) stock, debentures or debenture stock of the Company or by means of such other consideration as the Company may deem fit.
- (16) To invest or otherwise apply any moneys of the Company in such manner as may be thought desirable and to change any investments.
- (17) To lend money or give credit to any persons, firms, companies or corporations, including customers and others and to enter into and give guarantees for the due performance by any persons, firms, companies or corporations of his or their obligations and in either case with or without security.
- (18) To apply for or promote any Act of the Imperial Parliament or any Charter, provisional order or license or other privilege of or from the Imperial Government or any department thereof or any local authority or the legislature government or other authority of any British Dominion, Colony or dependency or any foreign country or to oppose any act, charter, order or proceeding which the Company may deem prejudicial to its interests.
- (19) To subscribe for, underwrite, purchase, take and hold any shares, stocks, debentures, debenture stock or other securities of and in any company or corporation having objects similar or ancillary to the objects of the Company or to promote, float or finance any such company or corporation or to join with others in so doing.
- (20) To apply for or accept from any Government or authority or corporation any contract, right, concession, charter or privilege and to work and develop the same and to agree to any modifications thereof from time to time.
- (21) To act as or to employ agents, trustees or brokers.

(22) To distribute among the members of the Company any of the assets of the Company or any shares, stocks or securities or property of which the Company shall have power to dispose.

(23) To pay any person or company for services rendered in disposing of any shares, stocks or debentures, to pay any expenses incurred in or incidental to the promotion, formation or incorporation of the Company and to procure the Company to be registered or recognised in any other Country or place either within the British Empire or elsewhere.

(24) To make donations to such persons and to subscribe to and support all kinds of associations which the Directors may decide to be calculated to benefit the Company or its trade or business or to benefit past, present or future employees of the Company (including any Director holding a salaried employment or office in the Company) or their dependents or connections: and to provide pensions and sick benefits and allowances for past and present employees of the Company (including any such Director as aforesaid) and their dependents or connections and to do all things mentioned in the proviso to the Companies Act 1948 Section 54 Sub-Section 1.

(25) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and Ex-Directors of the Company or their dependents or connections.

(26) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

(27) The objects specified in each paragraph of this clause shall unless otherwise expressed be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Members is limited.

5. The share capital of the Company is £100 divided into 100 shares of £1 each with power to the Company to increase or reduce the said capital and to issue any part of its capital, original or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the power hereinbefore contained.

We, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company, in pursuance of this 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.
<p>OSCAR ALBERT BEUSELINCH 19 Ludgate Hill E.C.4 Solicitor</p>	<p>50</p>
<p>WALTER THOMAS STRACH 23, Albemarle Street, London, W. 1. Accountant</p>	<p>50 fifty</p>

Witness to the above Signatures:—

W.T. Straker
19 Ludgate Hill
E.C.4.
Solicitor's clerk

The Companies Act, 1948.

COMPANY LIMITED BY SHARES

Articles of Association

OF

APPLE CORPS LIMITED

PRELIMINARY

1. The regulations contained in Part II of Table A in the First Schedule to the Companies Act 1948 (including those regulations contained in Part I thereof as under the provisions of the said Part II are applicable to a Private Company) shall apply to the Company so far as the same are not excluded or varied hereby. The following clauses of the said Table A (hereinafter called "Table A") shall not apply to the Company viz.:—Clauses 24, 53, 75, 79, 84 (2), 84 (4), 89, 90, 91 and 92 of Part I thereof and Clause 3 of Part II thereof.

2. The Company is a private Company within the meaning of Section 28 of the Act.

3. Subject to the provisions of the next succeeding Article as regards new shares created on an increase of capital, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and at such times as they may think most beneficial to the Company.

4. Subject to any direction to the contrary that may be given by the Company in General Meeting, all shares (other than the shares in the original capital of the Company) which it is determined to issue shall in the first instance be offered to the members in proportion (as nearly as may be) to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined; and after the expiration of such time or on the receipt of an intimation

Share
Capital
£100 ✓

from the member to whom the notice is given that he declines to accept the shares, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

5. The original share capital of the Company is £100 divided into 100 Shares of £1 each.

6. The lien conferred by Clause 11 of Part I of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or shall be one of several joint holders. Clause 11 of Part I of Table A shall be varied accordingly.

RESTRICTION ON THE RIGHT OF TRANSFER OF SHARES

7. The Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share (whether or not it is a fully paid share) to any person who is not already a member of the Company.

8. Any Member of the Company who wishes to dispose of his Shares in the Company shall first offer them to the existing Members of the Company, who shall have the option to purchase them in the same proportions as their several holdings of Shares in the Company.

DEMAND FOR A POLL

9. Any one member present in person or by proxy at a General Meeting may demand a poll.

DIRECTORS

10. The number of the directors and the names of the first directors shall be determined in writing by the subscribers to the Memorandum of Association or a majority of them.

11. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining the age of 70 years or any other age.

12. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

13. A Director notwithstanding his interest but subject to his complying with Section 199 of the Act, shall be entitled to vote in respect of any contract, matter or arrangement in which he is interested, or of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof, and may be counted in the quorum at any meeting at which any such matter is considered.

14. A Director may hold any other office or place of profit in the Company except that of Auditor and, in the case of a sole Director, that of Secretary, upon such terms as may be arranged by the Board under and in accordance with Clause 84 (3) of Part I of Table A.

ALTERNATE DIRECTORS

15. (a). Any Director may nominate any person approved by the Board and the Board shall appoint any person so nominated and approved, whether or not he is a member of the Board, to be alternate Director in the place of such Director, and such appointment shall have effect, and such appointee while he holds office as an alternate Director shall be entitled to notice of Meetings of Directors, and in the absence of the Director nominating him, to attend and vote thereat accordingly, but he shall ipso facto vacate office if and when the Director nominating him vacates office as Director, or requests the Board to remove the alternate Director from office, and any nomination or request under this clause shall be by instrument in writing, addressed to the Company under the hand of the Director making the same.

(b). Any Member of the Board appointed as an alternate Director shall at any meeting of Directors which he attends while he holds office as an alternate Director and at which the Director, whose alternate he is, is not present be entitled to one vote in his own capacity as a Director and one further vote as such alternate Director.

(c) Every person acting as an alternate Director shall be deemed to be an officer of the Company and he shall not be deemed to be the agent of the Director nominating him. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director nominating him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate Director and the Director nominating him.

SECRETARY

16. The Directors shall comply with Section 177 of the Act, and shall from time to time appoint such person or persons as they shall deem proper to be Secretary of the Company and the provisions of Clauses 110 and 111 of Part I of Table A shall apply to every such appointment.

We, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company, in pursuance of this 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.
OSCAR ALBERT BEUSELINCK 19 Ludgate Hill V.E.C.4 Solicitor	50
WALTER THOMAS STRACH 23, Albemarle Street, London, W. 1. Accountant	50 fifty

Witness to the above Signatures:—

W.T. Stoker
19 Ludgate Hill
E.C.4.
Solicitor's clerk

No: 764797

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

APPLE CORPS LIMITED

Passed 29th December 1974

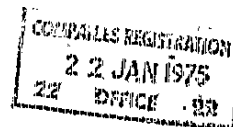
On 29th December 1974, the following Special Resolution was proposed and duly passed:

RESOLUTION

"That the new Articles of Association annexed hereto be and they are hereby adopted as the Articles of Association of the Company in lieu of the existing Articles of Association of the Company."

For Moor House Secretaries
(Secretary)

CF Charge
.....
Director



Companies House
Scan Upon Demand

**We apologise that the following
documents are of poor quality.**

**Thank You for your
Understanding.**

11/1/67
Chambers
THE COMPANIES ACT, 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

APPLE CORPS LIMITED

PRELIMINARY

1. (A) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Act, 1967.

(B) The regulations contained in Part I of Table A shall apply to the Company save insofar as they are excluded or modified hereby. The Clauses in Part I of Table A numbered 24, 44, 53, 62, 64, 77, 79, 87, 88(A) and (F), 89 to 99 (inclusive), 101 to 105 (inclusive), 107 and 131 shall not apply, but subject as aforesaid, and in addition to the remaining Clauses in Part I of Table A, the following shall be the Articles of Association of the Company.

2. The Company is a private company, and accordingly the regulations contained in Part II of Table A, except Clauses 1, 3 and 4 therein, shall apply to the Company.

SHARE CAPITAL

3. The Share Capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Ordinary shares of £1 each.

4. All shares for the time being unissued shall, before issue, be offered by unanimous resolution of all the Directors to all the members in proportion to the existing shares held by them respectively. Every offer made under this Article shall be made by notice in writing specifying the number of shares to which the member is entitled and limiting a time (which shall not be less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that time or upon receipt of written notice from the member to whom such notice was given that he declines to accept the shares offered, the shares not taken up by the member shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as all the Directors may unanimously determine (notwithstanding the provisions of Article 27) but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

LIEN

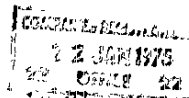
5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

CALL ON SHARES

6. In Clause 15 of Part I of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "I received that".

RESOLUTIONS

7. Any resolution relating to the Company is referred to in the



5 in Part II of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

TRANSFERS

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 in Part I of Table A shall be modified accordingly.

9. (A) For the purposes of this Article, where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.

(B) (i) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(ii) Every member who desires to transfer any share (hereinafter called "the Vendor") shall give to the Company notice in writing (hereinafter called "a transfer notice") specifying the shares he wishes to sell (hereinafter called "the said shares") and the price at which he wishes to sell them (hereinafter called "the sale price") and the proposed transferee. Subject as hereinafter mentioned, a transfer notice shall constitute the Company the Vendor's agent for the sale of the said shares at the sale price to the members other than the Vendor (a transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the Company).

(iii) Upon receiving a transfer notice the Company shall forthwith by notice in writing inform each member other than the Vendor of the number of the said shares and of the sale price and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application and to state whether he is prepared to pay the sale price.

(iv) If the said members shall within the said period of 21 days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or as many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata according to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders, provided that no applicants shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than 14 and not later than 28 days after the date of the notice) at which the sale of the shares so allocated shall be completed.

(v) The Vendor shall be bound upon the payment of the sale price to transfer the shares comprised in

the allocation notice to the purchasers named therein at the time and place specified; and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, the transfer of the shares to the purchasers thereof against payment of the purchase money to the Company. On payment of the purchase money to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the purchase money into a separate Bank account in the Company's name and shall hold such purchase money in trust for the Vendor.

(vi) During the 6 months following the expiry of the said period of 21 days referred to in paragraph (B)(iii) of this Article, the Vendor shall be at liberty to transfer to the transferee specified in the transfer notice and at any price or for any consideration (not being less than or less in value than the price specified as the sale price in the transfer notice) any share not allocated by the Directors in an allocation notice provided that if the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold pursuant to this Article none should be so sold the Vendor should not be entitled save with the written consent of all the other members of the Company to sell hereunder only some of the shares comprised in his transfer notice.

(C) The restrictions on the transfer contained in this Article shall not apply to:

- (a) any transfer approved in writing by all the members;
- (b) any request by a person becoming entitled to a share in consequence of the death of a member to be registered as the holder of such share;
- (c) any transfer by personal representatives to any person or persons absolutely entitled to the shares transferred under the will of a deceased member or under Section 46 and 47 of the Administration of Estates Act, 1925 as amended by the Intestates Estates Act, 1952 or under any similar statute of any jurisdiction to which the deceased member's estate is subject

Provided that it be proved to the satisfaction of the Board that the transfer bona fide falls within one of the exceptions.

(D) Article 10 shall not apply to any transfer of a fully paid share effected under the provisions of this Article (save to prevent a transfer of shares in which the Company has a lien) but before registration of any such transfer the Directors may require to be furnished with evidence to their reasonable satisfaction as to the nature of the transaction giving rise to such transfer and the true consideration therefor.

(E) The provisions of the preceding paragraphs shall not apply to any transfer of shares effected by a member being a body corporate pursuant to or following upon a scheme of reconstruction or amalgamation.

(F) If any member becomes bankrupt or commits an act of bankruptcy or being a company goes into liquidation such member shall

be deemed to have immediately given the Company a transfer notice in respect of all such transferable shares in the Company pursuant to the provisions of the preceding paragraphs and the fair value of such shares as certified in writing in their opinion by the Auditors for the time being of the Company shall be deemed to be the sale price of the said shares for this purpose

10. The Directors may in their absolute discretion and without assigning any ground or reason therefor decline to register any transfer of any share (whether fully paid up or not).

ALTERATION OF CAPITAL

11. The Company may from time to time by extraordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time the meeting proceeds to business; three members present in person or by proxy holding or representing not less than one half of the total voting rights of all the members having the right to vote at the meeting shall be a quorum.

13. (A) Questions arising at any meeting at which all the members are present shall be decided by a majority of votes (save as provided in Article 13(B) below and that a unanimous resolution of all the members of the Company shall be required in respect of those matters referred to in Article 27(B) in respect of which a unanimous resolution of all the Directors is required at Board Meetings) but otherwise they shall be decided unanimously.

(B) Any question arising at any meeting at which all the members are not present and which is not decided in accordance with Article 13(A) above may notwithstanding the provisions of Article 13(A) above (but save in respect of those matters referred to in Article 13(A) in respect of which a unanimous resolution of all the members is required) be decided by a majority of votes at the next subsequent general meeting convened by not less than 30 days' notice at which a quorum is present.

(C) Minutes of all meetings of the Company shall be circulated by the Secretary of the Company promptly after each meeting to all the members for the time being.

14. A poll may be demanded by any member present in person or by proxy and Clause 58 in Part I of Table A shall be modified accordingly and shall be read and construed as if the words "or not carried by a particular majority" were inserted after the words "or lost".

VOTES OF MEMBERS

15. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll every member shall have one vote for each share of which he is the holder. Provided that every member who votes against an extraordinary or special resolution shall have ten votes for each share of which he is the holder.

16. A member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the member is incapable by reason of mental

disorder of business and administering his property and affairs any vote, whether on a show of hands or on a poll, by the person so appointed, and that person may appoint a proxy to vote on a poll on behalf of the member.

DIRECTORS

17. (A) Unless and until otherwise determined by an extraordinary resolution of the Company in general meeting the number of Directors shall be four provided that that number shall be reduced to the extent that any shareholder or shareholders fail to exercise their rights to appoint directors as hereinafter mentioned and Clause 75 in Part I of Table A shall be modified accordingly.

(B) The holders of the Shares numbered 1 to 25 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any one time be more than one.

(C) The holders of the shares numbered 26 to 50 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(D) The holders of the shares numbered 51 to 75 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(E) The holders of the shares numbered 76 to 100 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(F) Every appointment or removal of a Director under paragraphs (B) (C) (D) or (E) of this Article shall be effected by notice in writing signed by or on behalf of the shareholders making such appointment or removal and every such notice, together with the Power of Attorney, or other authority, if any, under which the same is signed or a notarijally certified copy of such power or authority shall be left at or sent by post to the registered office of the Company and such notice shall take effect when it is received at the registered office of the Company.

(G) Every Director shall hold office until he is either removed pursuant to paragraphs (B) (C) (D) or (E) of this Article or by the Company in general meeting; or vacates his office pursuant to Clause 88 in Part I of Table A or dies and except as provided in this Article no person shall be appointed as a Director it being declared for the avoidance of doubt that neither the Company in general meeting

nor the Directors as such shall have any power to appoint any person as a Director.

18. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company and Clause 134 in Part I of Table A shall be modified accordingly.

19. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

BORROWING POWERS

20. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock, and other securities as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

21. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part I of Table A shall be modified accordingly.

22. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Part I of Table A shall be modified accordingly.

23. The Directors may on behalf and out of the moneys of the Company pay or provide or agree to pay or provide, in addition to any other remuneration, pensions or annuities (either revocable or irrevocable and either subject or not subject to any terms or conditions), gratuities, superannuation, sickness, benevolent, compassionate, welfare or other allowances and benefits, life or endowment assurances or other like benefits for all or any of the Directors who hold or have held executive office or salaried employment in the Company or in any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company or for any person or persons who may have served the Company or any such other company as aforesaid or for the widow or other dependant of any such Director or other person. The Directors shall also have power to establish and maintain, and to concur with any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company in establishing and maintaining, and to make contributions out of the Company's moneys to schemes, funds, policies or trusts (either contributory or non-contributory) for providing any benefits pursuant to the provisions of this Article. Any Director shall be entitled to receive and retain for his use any such pension, annuity, gratuity, allowance, assurance or other benefit and his right so to do shall not be affected by his being appointed or continuing in office as a Director or receiving remuneration as such after the date on or from which the same becomes payable.

DISQUALIFICATION OF DIRECTORS

24. Paragraph (D) of Clause 88 in Part I of Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "is adjudicated by a Court in England and Wales or Scotland as incapable by reason of mental disorder of managing and administering his property and affairs".

PROCEEDINGS OF DIRECTORS

25. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors provided that at least 30 days' notice in writing of the meeting is given to each Director. The notice of meeting shall clearly indicate the place and time of the meeting and shall list in the form of an agenda all the matters to be discussed at the meeting.

26. (A) The Directors may meet together for the despatch of only that business which is listed in the notice of the meeting.

(B) The quorum necessary for the transaction of the business of the Directors shall be three.

27. (A) Save as hereinafter provided in this Article questions arising at any meeting at which all the Directors are present shall be decided by a majority of votes but questions arising at a meeting at which all the Directors are not present shall be decided unanimously.

(B) A unanimous resolution of all the Directors of the Company for the time being shall be required in respect of any of the following matters, namely any use of the name "Beatle", any decision relating in any way to the exploitation of Beatle material, any expenditure on any project in respect of which any individual member of the Company may gain any personal benefit which any of the others do not gain, any project entailing expenditure in excess of £50,000 the appointment of any chief executive and the remuneration of any individual member of the Company whether in his capacity as a Director or otherwise.

(C) Any question arising at any meeting at which all the Directors are not present and which is not decided unanimously may notwithstanding the provisions of Article 27(A) above (but save in respect of those matters listed in Article 27(B) above in respect of which a unanimous resolution of all the Directors for the time being is required) be decided by a majority of votes at a subsequent meeting of the Directors summoned by not less than 30 days' notice and at which a quorum is present.

(D) For the avoidance of doubt it is hereby declared that the Chairman of any meeting of Directors (if appointed) shall not have a second or casting vote.

(E) The provisions of this Article shall apply save as expressly otherwise provided herein or save as otherwise unanimously agreed in writing between all the members of the Company for the time being.

28. Notice of all meetings of Directors shall be given to each Director at the address in the United Kingdom or elsewhere supplied by him to the Secretary for the purpose of the giving of notices and each Director shall be entitled to specify one other person to whom a duplicate copy of all notices shall be sent. Provided always that for this purpose notices sent by post to a Director to an address outside the United Kingdom shall be sent air mail and service of such

notice shall be deemed to be effected on the expiration of four days from the date on which the letter envelope or wrapper containing the same is put into the post.

29. Any such resolution in writing as is referred to in Clause 106 in Part I of Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Part I of Table A shall be modified accordingly.

30. No person shall become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

ALTERNATE DIRECTORS

31. (A) Any Director may at any time appoint any person (including another Director) to be an alternate Director of the Company and may at any time remove any alternate Director so appointed by him.

(B) Any alternate Director so appointed shall be subject to the provisions of these presents with regard to Directors.

(C) An alternate Director shall be entitled to receive notices of all meetings of the Directors, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director in the absence of such appointor and the appointor shall be deemed to be present at any meeting at which his alternate is present. The Director appointing an alternate Director shall remain entitled to receive notices of all meetings of the Directors.

(D) A Director acting as an alternate Director shall have an additional vote for each Director for whom he acts as alternate.

(E) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(F) All appointments and removals of alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the registered office of the Company.

EXECUTIVE DIRECTORS

32. The Directors may from time to time appoint one or more of their body to the office of Managing Director or to any other salaried employment or office in the Company for such period and on such terms as they think fit; and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

33. The appointment of any Director to the office of Managing Director of the Company or to any other salaried employment or office in the Company shall be subject to termination automatically if he ceases from any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

34. To Clauses 128 and 129 in Part I of Table A the words "and a Director appointed to any other salaried employment or office in the Company" shall in each case be inserted immediately after the words "Managing Director".

CAPITALISATION OF PROFITS

35. Clause 129 in Part I of Table A shall be read and construed as if the words "or to ignore fractions altogether" were inserted after the words "or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions".

NOTICES

36. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address. Where a notice or any other document is served by post, service shall be deemed to be effected on the day on which the letter, envelope or wrapper containing the same is put into the post, except that any notice or other document served by post on any member at an address outside the United Kingdom, shall be despatched by air mail post and service shall be deemed to be effected on the expiration of four days from the date on which the letter, envelope or wrapper containing the same is put into the post for transmission by air mail. In proving service under this Article it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or other document was properly addressed and put into the post as a prepaid letter.

37. Clause 134 in Part I of Table A shall be read and construed as if the words "except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them" were omitted from paragraph (a) thereof.

38. Every notice calling a general meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to members in regard to their right to appoint proxies, and all notices and other communications relating to a general meeting which any member is entitled to receive shall also be sent to the Auditors for the time being of the Company and to the Directors and alternate Directors (if any) of the Company.

WINDING UP

39. Clause 135 in Part I of Table A shall be read and construed as if the words "with the like sanction" were inserted immediately before the words "determine how such division", and the word "members" was substituted for the word "contributories".

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

APPLE CORPS LIMITED

NO. 764797



This document is filed in accordance with Section 9 of the European Communities Act, 1972, and is certified to be a true and complete copy of the Company's Memorandum and Articles of Association.

For Moor House Secretaries,

E. F. O. [Signature]
.....
Secretary

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

APPLE CORPS LIMITED

1. The name of the Company is "APPLE CORPS LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
 - (1) To carry on business as music publishers, printers, copyists, engravers, arrangers and dealers, newspaper, journal and magazine publishers and proprietors, printers, publishers, booksellers, lithographers, stereotypers, stationers, refreshment caterers, engineers, electricians, cabinet makers and woodworkers, fancy goods dealers, and general storekeepers.

- (2) To conduct and carry on, in all their respective branches, the businesses of producers, manufacturers, licensors, licensees, performers, agents, consultants, distributors, renters, printers, proprietors, contractors, exporters, importers, buyers, sellers, hirers, publishers, exhibitors and dealers in, and agents of, works of every nature or sort including (but without prejudice to the generality of the foregoing) cinematograph films, plays, dramas, comedies, operas, oratorios, pantomimes, revues, ballets, concerts, songs, novels, scenarios, sketches, and in connection therewith to undertake and carry out all or any of the functions, operations, services, or work ordinarily or which can conveniently be undertaken and carried out by persons engaged in such businesses, including the hire, leasing and relinquishing of artistes, singers, dancers, entertainers, directors, producers and other persons in connection with the theatrical and motion picture industries and radio and television shows and of playwrights, dramatists, writers of plots and other subjects for plays, cinematograph films, newspapers, or magazines; also in connection with historical, topical and all kinds of other educational, scientific, and other film subjects; and generally to advise and trade in all respects and license and sub-license or be licensed or sub-licensed as agents, theatrical agents, cinematograph agents, producers, performers, exploiters, organisers, proprietors and exhibitors of plays, operas, concerts, sketches and motion pictures, photoplays and films, and productions of all kinds and description in every medium and form, and to acquire, purchase, sell, hire, or be interested in and to dispose of copyrights.
- (3) To carry on either alone or with others all or any of the businesses of producers, managers, presenters and performers of bands and orchestras and musical combinations of every nature or sort in every medium and form whatever now known or hereafter devised and as proprietors, lessees, licensees or managers of cinemas, theatres, musical halls and all places of amusement, recreation or entertainment, and in particular either alone or with others to provide for the production, representation and performance of motion pictures, stage plays, operas, operettas, revues, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, masques, recitals, promenade and other concerts, and other theatrical, musical, variety and dramatic performances and entertainments, circus and exhibitions of art of every description. To carry on the business of proprietors and managers of cinematograph houses and to provide for the representation and exhibition throughout the world of both silent and talking cinematograph and television films and entertainments as now shown or given or by means now or hereafter to become known, and generally to transact any business in connection therewith, and to permit the Company's premises to be used for such other purposes as may seem expedient.

- (4) To employ persons to write, compose, invest, adapt or arrange plays, cinematograph, moving picture and television plays (whether silent or talking), sketches, songs, music and dances, and any other theatrical, musical or variety compositions, and to enter into agreements with authors, composers and lyric writers or other persons for the dramatic or other rights of operas, stage plays, operettas, revues, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, musical compositions, cinematograph and moving picture plays, scenarios, and other musical and dramatic performances and entertainments or for the representation thereof in the United Kingdom and all other parts of the world, and to enter into engagements of all kinds with artistes and other persons.
- (5) To engage, provide and employ, or to act as agents in the engaging, providing and employing of artistes, actors, singers, dancers, and acrobats, variety performers, lecturers, operators, instructors or entertainers, and to enter into contracts with any artistes, persons or companies (either theatrical, cinematograph, television or otherwise) for the production and representation of scenarios, stage plays, film plays, television plays, operas, burlesques, vaudevilles, pantomimes, ballets, concerts, exhibitions, variety entertainments, performances and amusements of any kind.
- (6) To manufacture and deal in cameras, film plates, negatives, apparatus and material of all kinds for cinematograph or general photography or television, broadcasting, gramophone, acoustic and sound-producing films, wireless apparatus of all kinds, and to carry on the business of photographers and photographic printers and publishers in all branches, and to organise and arrange scenic and dramatic incidents for cinematograph or ordinary photographic reproduction or reproduction of transmission by means of television or radio, and take, produce, reproduce or publish or transmit cinematograph or other pictures and sounds of such incidents, natural objects, scenes or events in any part of the world.
- (7) To carry on any other manufacture, business or trade which can or may be advantageously carried on in conjunction with the before mentioned trades or businesses or which may be calculated directly or indirectly to enhance the value of the Company's undertaking or property.

- (8) To purchase, hire, lease, take in exchange or on partition or otherwise acquire, construct, lay out, improve, erect, demolish and reconstruct, work, maintain, farm and develop any lands, factories, offices, shops, halls or places of recreation or other buildings, sports grounds, railways, wharves, docks, mines, minerals, roads, sewers, waterways or other easements or any rights or interests in relation thereto or any plant, machinery, stock-in-trade or any other real or personal property of any kind whatsoever or to co-operate with any other person or persons, firm or company in any of the matters aforesaid.
- (9) To purchase, apply for, or otherwise acquire, maintain, renew, develop, finance and otherwise exploit any patents or patent rights, licences, copyright options or other exclusive rights in relation to any invention or other work in any country whatsoever and to expend moneys of the Company in testing, experimenting upon or improving any such invention or work.
- (10) To purchase or otherwise acquire any business or businesses which the Company is authorised to carry on together with goodwill, premises, stock-in-trade, book debts and other assets and whether as a going concern or otherwise and whether subject or not to any liabilities affecting the same.
- (11) To enter into agreements by way of amalgamation, partnership, sharing of profits or as to scope or area of operations restricting competition or mutual assistance or otherwise with any person, firm, company or group of persons, firms or companies carrying on or interested in any businesses hereby authorised or having objects wholly or in part similar to those of the Company.
- (12) To sell, exchange, let on lease or on hire or otherwise dispose of or grant any licence or privilege in respect of all or any part of the undertaking of the Company as a going concern or otherwise and any property and assets of the Company on such terms and subject or not to any restrictions and conditions and for any consideration whether payable in cash or wholly or in part by fully or partly paid shares, stock, debentures or debenture stock or other securities or obligations of any other company or otherwise.
- (13) To borrow or raise money in any currency and to give security for the repayment thereof by the issue of debentures, debenture stock, mortgages, bonds or other instruments with or without a floating or fixed charge on the undertaking or all or any of the assets of the

Company including its uncalled capital and generally on such terms and conditions as to redemption or otherwise as the Company may deem fitting.

- (14) To draw, accept, indorse, make, discount and negotiate bills of exchange, cheques, promissory notes, bills of lading, debentures, warrants and every description of transferable or negotiable instrument.
- (15) To pay for any property acquired by or services rendered to the Company in cash or by the issue either as fully or partly paid up of shares (whether with preferential, ordinary or deferred rights or otherwise) stock, debentures or debenture stock of the Company or by means of such other consideration as the Company may deem fit.
- (16) To invest or otherwise apply any moneys of the Company in such manner as may be thought desirable and to change any investments.
- (17) To lend money or give credit to any persons, firms, companies or corporations, including customers and others and to enter into and give guarantees for the due performance by any persons, firms, companies or corporations of his or their obligations and in either case with or without security.
- (18) To apply for or promote any Act of the Imperial Parliament or any Charter, provisional order or license or other privilege of or from the Imperial Government or any department thereof or any local authority or the legislature government or other authority of any British Dominion, Colony or dependency or any foreign country or to oppose any act, charter, order or proceeding which the Company may deem prejudicial to its interests.
- (19) To subscribe for, underwrite, purchase, take and hold any shares, stocks, debentures, debenture stock or other securities of and in any company or corporation having objects similar or ancillary to the objects of the Company or to promote, float or finance any such company or corporation or to join with others in so doing.
- (20) To apply for or accept from any Government or authority or corporation any contract, right, concession, charter or privilege and to work and develop the same and to agree to any modifications thereof from time to time.
- (21) To act as or to employ agents, trustees or brokers.

(22) To distribute among the members of the Company any of the assets of the Company or any shares, stocks or securities or property of which the Company shall have power to dispose.

(23) To pay any person or company for services rendered in disposing of any shares, stocks or debentures, to pay any expenses incurred in or incidental to the promotion, formation or incorporation of the Company and to procure the Company to be registered or recognised in any other Country or place either within the British Empire or elsewhere.

(24) To make donations to such persons and to subscribe to and support all kinds of associations which the Directors may decide to be calculated to benefit the Company or its trade or business or to benefit past, present or future employees of the Company (including any Director holding a salaried employment or office in the Company) or their dependents or connections: and to provide pensions and sick benefits and allowances for past and present employees of the Company (including any such Director as aforesaid) and their dependents or connections and to do all things mentioned in the proviso to the Companies Act 1948 Section 54 Sub-Section 1.

(25) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and Ex-Directors of the Company or their dependents or connections.

(26) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

(27) The objects specified in each paragraph of this clause shall unless otherwise expressed be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Members is limited.

5. The share capital of the Company is £100 divided into 100 shares of £1 each with power to the Company to increase or reduce the said capital and to issue any part of its capital, original or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the power hereinbefore contained.

We, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company, in pursuance of this 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.
<p><i>Oscar A. Beuselink</i> (Oscar Albert BEUSELINCK) 19 Ludgate Hill E.C.4 Solicitor</p> <p><i>W. T. Strach</i> (WALTER THOMAS STRACH) 23, Albemarle Street, London, W. 1. Accountant</p>	<p>50</p> <p>50 fifty</p>

Dated the day of 19 .

Witness to the above Signatures :—

W. T. Strach
19 Ludgate Hill
E.C.4.
Solicitor

APPLE CORPS LIMITED

1. (A) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Act, 1967.

(B) The regulations contained in Part I of Table A shall apply to the Company save insofar as they are excluded or modified hereby. The Clauses in Part I of Table A numbered 24, 44, 53, 62, 64, 77, 79, 87, 88(A) and (F), 89 to 99 (inclusive), 101 to 105 (inclusive), 107 and 131 shall not apply, but subject as aforesaid, and in addition to the remaining Clauses in Part I of Table A, the following shall be the Articles of Association of the Company.

2. The Company is a private company, and accordingly the regulations contained in Part II of Table A, except Clauses 1, 3 and 4 therein, shall apply to the Company.

3. The Share Capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Ordinary shares of £1 each.

4. All shares for the time being unissued shall, before issue, be offered by unanimous resolution of all the Directors to all the members in proportion to the existing shares held by them respectively. Every offer made under this Article shall be made by notice in writing specifying the number of shares to which the member is entitled and limiting a time (which shall not be less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that time or upon receipt of written notice from the member to whom such notice was given that he declines to accept the shares offered, the shares not taken up by the member shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as all the Directors may unanimously determine (notwithstanding the provisions of Article 27) but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

6. In Clause 15 of Part I of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "provided that".

7. Any such solution in writing as is referred to in (b) above

5 in Part II of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorized representatives) in that clause referred to.

TRANSFERS

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 in Part I of Table A shall be modified accordingly.

9. (A) For the purposes of this Article, where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.

(B) (i) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(ii) Every member who desires to transfer any share (hereinafter called "the Vendor") shall give to the Company notice in writing (hereinafter called "a transfer notice") specifying the shares he wishes to sell (hereinafter called "the said shares") and the price at which he wishes to sell them (hereinafter called "the sale price") and the proposed transferee. Subject as hereinafter mentioned, a transfer notice shall constitute the Company the Vendor's agent for the sale of the said shares at the sale price to the members other than the Vendor (a transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the Company).

(iii) Upon receiving a transfer notice the Company shall forthwith by notice in writing inform each member other than the Vendor of the number of the said shares and of the sale price and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application and to state whether he is prepared to pay the sale price.

(iv) If the said members shall within the said period of 21 days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or as many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata according to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders, provided that no applicants shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than 14 and not later than 28 days after the date of the notice) at which the sale of the shares so allocated shall be completed.

(v) The Vendor shall be bound upon the payment of the sale price to transfer the shares comprised in

the allocation notice to the purchasers named therein at the time and place specified; and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, the transfer of the shares to the purchasers thereof against payment of the purchase money to the Company. On payment of the purchase money to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the purchase money into a separate Bank account in the Company's name and shall hold such purchase money in trust for the Vendor.

(vi) During the 6 months following the expiry of the said period of 21 days referred to in paragraph (B)(iii) of this Article, the Vendor shall be at liberty to transfer to the transferee specified in the transfer notice and at any price or for any consideration (not being less than or less in value than the price specified as the sale price in the transfer notice) any share not allocated by the Directors in an allocation notice provided that if the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold pursuant to this Article none should be so sold the Vendor should not be entitled save with the written consent of all the other members of the Company to sell hereunder only some of the shares comprised in his transfer notice.

(C) The restrictions on the transfer contained in this Article shall not apply to:

- (a) any transfer approved in writing by all the members;
- (b) any request by a person becoming entitled to a share in consequence of the death of a member to be registered as the holder of such share;
- (c) any transfer by personal representatives to any person or persons absolutely entitled to the shares transferred under the will of a deceased member or under Section 46 and 47 of the Administration of Estates Act, 1925 as amended by the Intestates Estates Act, 1952 or under any similar statute of any jurisdiction to which the deceased member's estate is subject

Provided that it be proved to the satisfaction of the Board that the transfer bona fide falls within one of the exceptions.

(D) Article 10 shall not apply to any transfer of a fully paid share effected under the provisions of this Article (save to prevent a transfer of shares in which the Company has a lien) but before registration of any such transfer the Directors may require to be furnished with evidence to their reasonable satisfaction as to the nature of the transaction giving rise to such transfer and the true consideration therefor.

(E) The provisions of the preceding paragraphs shall not apply to any transfer of shares effected by a member being a body corporate pursuant to or following upon a scheme of reconstruction or amalgamation.

(F) If any member becomes bankrupt or commits an act of bankruptcy or being a company goes into liquidation such member shall

be deemed to have immediately given the Company a transfer notice in respect of 27 shares in the Company pursuant to the provisions of the preceding paragraphs and the fair value of such shares as certified in writing in their opinion by the Auditors for the time being of the Company shall be deemed to be the sale price of the said shares for this purpose.

10. The Directors may in their absolute discretion and without assigning any ground or reason therefor decline to register any transfer of any share (whether fully paid up or not).

ALTERATION OF CAPITAL

11. The Company may from time to time by extraordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time the meeting proceeds to business; three members present in person or by proxy holding or representing not less than one half of the total voting rights of all the members having the right to vote at the meeting shall be a quorum.

13. (A) Questions arising at any meeting at which all the members are present shall be decided by a majority of votes (save as provided in Article 13(B) below and that a unanimous resolution of all the members of the Company shall be required in respect of those matters referred to in Article 27(B) in respect of which a unanimous resolution of all the Directors is required at Board Meetings) but otherwise they shall be decided unanimously.

(B) Any question arising at any meeting at which all the members are not present and which is not decided in accordance with Article 13(A) above may notwithstanding the provisions of Article 13(A) above (but save in respect of those matters referred to in Article 13(A) in respect of which a unanimous resolution of all the members is required) be decided by a majority of votes at the next subsequent general meeting convened by not less than 30 days' notice at which a quorum is present.

(C) Minutes of all meetings of the Company shall be circulated by the Secretary of the Company promptly after each meeting to all the members for the time being.

14. A poll may be demanded by any member present in person or by proxy and Clause 58 in Part I of Table A shall be modified accordingly and shall be read and construed as if the words "or not carried by a particular majority" were inserted after the words "or lost".

VOTES OF MEMBERS

15. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll every member shall have one vote for each share of which he is the holder. Provided that every member who votes against an extraordinary or special resolution shall have ten votes for each share of which he is the holder.

16. A member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the member is incapable by reason of mental

disorder of person and administration his property and affairs any vote, whether on a show of hands or on a poll, by the person so appointed, and that person may appoint a proxy to vote on a poll on behalf of the member.

DIRECTORS

17. (A) Unless and until otherwise determined by an extraordinary resolution of the Company in general meeting the number of Directors shall be four provided that that number shall be reduced to the extent that any shareholder or shareholders fail to exercise their rights to appoint directors as hereinafter mentioned and Clause 75 in Part I of Table A shall be modified accordingly.

(B) The holders of the Shares numbered 1 to 25 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any one time be more than one.

(C) The holders of the shares numbered 26 to 50 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(D) The holders of the shares numbered 51 to 75 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(E) The holders of the shares numbered 76 to 100 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(F) Every appointment or removal of a Director under paragraph (B) (C) (D) or (E) of this Article shall be effected by notice in writing signed by or on behalf of the shareholders making such appointment or removal and every such notice, together with the Power of Attorney, or other authority, if any, under which the same is signed or a notarially certified copy of such power or authority shall be left at or sent by post to the registered office of the Company and such notice shall take effect when it is received at the registered office of the Company.

(G) Every Director shall hold office until he is either removed pursuant to paragraphs (B) (C) (D) or (E) of this Article or by the Company in general meeting or vacates his office pursuant to Clause 88 in Part I of Table A or dies and except as provided in this Article no person shall be appointed as a Director it being declared for the avoidance of doubt that neither the Company in general meeting

nor the Directors as such shall have any power to appoint any person as a Director.

18. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company and Clause 134 in Part I of Table A shall be modified accordingly.

19. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

BORROWING POWERS

20. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock, and other securities as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

21. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part I of Table A shall be modified accordingly.

22. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Part I of Table A shall be modified accordingly.

23. The Directors may on behalf and out of the moneys of the Company pay or provide or agree to pay or provide, in addition to any other remuneration, pensions or annuities (either revocable or irrevocable and either subject or not subject to any terms or conditions), gratuities, superannuation, sickness, benevolent, compassionate, welfare or other allowances and benefits, life or endowment assurances or other like benefits for all or any of the Directors who hold or have held executive office or salaried employment in the Company or in any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company or for any person or persons who may have served the Company or any such other company as aforesaid or for the widow or other dependant of any such Director or other person. The Directors shall also have power to establish and maintain, and to concur with any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company in establishing and maintaining, and to make contributions out of the Company's moneys to schemes, funds, policies or trusts (either contributory or non-contributory) for providing any benefits pursuant to the provisions of this Article. Any Director shall be entitled to receive and retain for his use any such pension, annuity, gratuity, allowance, assurance or other benefit and his right so to do shall not be affected by his being appointed or continuing in office as a Director or receiving remuneration as such after the date on or from which the same becomes payable.

DISQUALIFICATION OF DIRECTORS

24. Paragraph (D) of Clause 88 in Part I of Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "is adjudicated by a Court in England and Wales or Scotland as incapable by reason of mental disorder of managing and administering his property and affairs".

PROCEEDINGS OF DIRECTORS

25. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors provided that at least 30 days' notice in writing of the meeting is given to each Director. Provided always that a meeting of the Board of Directors shall, notwithstanding that it is called by shorter notice than that specified above, be deemed to have been duly called if it is so agreed in writing by all the directors for the time being of the company and for the avoidance of doubt it is hereby declared that alternate directors may consent as aforesaid on behalf of the director for whom they are appointed as an alternate. The notice of meeting shall clearly indicate the place and time of the meeting and shall list in the form of an agenda all the matters to be discussed at the meeting.

26. (A) The Directors may meet together for the despatch of only that business which is listed in the notice of the meeting.

(B) The quorum necessary for the transaction of the business of the Directors shall be three.

27. (A) Save as hereinafter provided in this Article questions arising at any meeting at which all the Directors are present shall be decided by a majority of votes but questions arising at a meeting at which all the Directors are not present shall be decided unanimously.

(B) A unanimous resolution of all the Directors of the Company for the time being shall be required in respect of any of the following matters, namely any use of the name "Beattie", any decision relating in any way to the exploitation of Beattie material, any expenditure on any project in respect of which any individual member of the Company may gain any personal benefit which any of the others do not gain, any project entailing expenditure in excess of £50,000 the appointment of any chief executive and the remuneration of any individual member of the Company whether in his capacity as a Director or otherwise.

(C) Any question arising at any meeting at which all the Directors are not present and which is not decided unanimously may notwithstanding the provisions of Article 27(A) above (but save in respect of those matters listed in Article 27(B) above in respect of which a unanimous resolution of all the Directors for the time being is required) be decided by a majority of votes at a subsequent meeting of the Directors summoned by not less than 30 days' notice and at which a quorum is present.

(D) For the avoidance of doubt it is hereby declared that the Chairman of any meeting of Directors (if appointed) shall not have a second or casting vote.

(E) The provisions of this Article shall apply save as expressly otherwise provided herein or save as otherwise unanimously agreed in writing between all the members of the Company for the time being.

28. Notice of all meetings of Directors shall be given to each Director at the address in the United Kingdom or elsewhere supplied by him to the Secretary for the purpose of the giving of notices and each Director shall be entitled to specify one other person to whom a duplicate copy of all notices shall be sent. Provided always that for this purpose notices sent by post to a Director to an address outside the United Kingdom shall be sent air mail and service of such

notice shall be deemed to be effected on the expiration of four days from the date on which the letter envelope or wrapper containing the same is put into the post.

29. Any such resolution in writing as is referred to in Clause 106 in Part I of Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Part I of Table A shall be modified accordingly.

30. No person shall become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

ALTERNATE DIRECTORS

31. (A) Any Director may at any time appoint any person (including another Director) to be an alternate Director of the Company and may at any time remove any alternate Director so appointed by him.

(B) Any alternate Director so appointed shall be subject to the provisions of these presents with regard to Directors.

(C) An alternate Director shall be entitled to receive notices of all meetings of the Directors, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director in the absence of such appointor and the appointor shall be deemed to be present at any meeting at which his alternate is present. The Director appointing an alternate Director shall remain entitled to receive notices of all meetings of the Directors.

(D) A Director acting as an alternate Director shall have an additional vote for each Director for whom he acts as alternate.

(E) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(F) All appointments and removals of alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the registered office of the Company.

EXECUTIVE DIRECTORS

32. The Directors may from time to time appoint one or more of their body to the office of Managing Director or to any other salaried employment or office in the Company for such period and on such terms as they think fit; and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

33. The appointment of any Director to the office of Managing Director of the Company or to any other salaried employment or office in the Company shall be subject to termination automatically if he ceases from any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

34. In clause 128 and 129 in Part I of Table A the words "and a Director appointed to any other salaried employment or office in the Company" shall in each case be inserted immediately after the words "Managing Director".

CAPITALISATION OF PROFITS

35. Clause 129 in Part I of Table A shall be read and construed as if the words "or to ignore fractions altogether" were inserted after the words "or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions".

NOTICES

36. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address. Where a notice or any other document is served by post, service shall be deemed to be effected on the day on which the letter, envelope or wrapper containing the same is put into the post, except that any notice or other document served by post on any member at an address outside the United Kingdom, shall be despatched by air mail post and service shall be deemed to be effected on the expiration of four days from the date on which the letter, envelope or wrapper containing the same is put into the post for transmission by air mail. In proving service under this Article it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or other document was properly addressed and put into the post as a prepaid letter.

37. Clause 134 in Part I of Table A shall be read and construed as if the words "except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them" were omitted from paragraph (a) thereof.

38. Every notice calling a general meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to members in regard to their right to appoint proxies, and all notices and other communications relating to a general meeting which any member is entitled to receive shall also be sent to the Auditors for the time being of the Company and to the Directors and alternate Directors (if any) of the Company.

WINDING UP

39. Clause 135 in Part I of Table A shall be read and construed as if the words "with the like sanction" were inserted immediately before the words "determine how such division", and the word "members" was substituted for the word "contributories".

159.

+ MEM-1, 2, 3
SHELL 107

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

No Change 1978

SPECIAL RESOLUTION

OF

APPLE CORPS LIMITED

Passed July 25, 1978

At an Extraordinary General Meeting of Apple Corps Limited, duly convened and held on July 25, 1978, the following was duly passed as a SPECIAL RESOLUTION :-

"That Article 25 of the Articles of Association of the Company shall be amended by the addition of the following words after the words 'at least 30 days' notice in writing of the meeting is given to each director" in the first sentence :-

"Provided always that a meeting of the Board of directors shall, notwithstanding that it is called by shorter notice than that specified above, be deemed to have been duly called if it is so agreed in writing by all the directors for the time being of the company and for the avoidance of doubt it is hereby declared that alternate directors may consent as aforesaid on behalf of the director for whom they are appointed as an alternate."

N. B. Baker

N. B. Baker

Chairman of the Meeting

40

15 AUG 1978

THE COMPANIES ACTS 1948 TO 1976

Notice of overseas interests

Pursuant to section 6(3) of the Companies Act 1976

Please do not
write in this
binding margin

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

To the Registrar of Companies

Company number

764797

For official use

80

*delete if
inappropriate

Name of company

APPLE CORPS

Limited*

Note

Please read the
notes overleaf
before
completing this
form.

The directors of the above-named company hereby give you notice in accordance with section 6(3) of the Companies Act 1976 that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and hereby claim an extension of three months to the period allowed under section 6 of the Companies Act 1976 for laying and delivering accounts in relation to the accounting reference period ~~(ending)~~ (which ended on)†

Day Month Year

3 1 0 1 1 9 8 5

FOR STANDBY FILMS LIMITED

*delete as
appropriate

Signed

[Director] [Secretary]† Date JUNE 24, 1985

Presentor's name, address and
reference: [if any]

Arthur Young,
Rolls House,
7, Rolls Buildings,
Fetter Lane,
London,
EC4A 1NH.

For official use

Data punch

General section

Post room



THE COMPANIES ACTS 1948 TO 1976

Notice of overseas interests

Pursuant to section 6(3) of the Companies Act 1976

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold black lettering

To the Registrar of Companies

Company number

764797

For official use

81

Name of company

APPLE CORPS

Limited*

*delete if
inappropriate**Note**Please read the
notes overleaf
before
completing this
form.

The directors of the above-named company hereby give you notice in accordance with section 6(3) of the Companies Act 1976 that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and hereby claim an extension of three months to the period allowed under section 6 of the Companies Act 1976 for laying and delivering accounts in relation to the accounting reference period [ending] ~~which ended on~~†

Day Month Year

3 1 0 1 9 8 6

FOR STANDBY FILMS LIMITED

*delete as
appropriate

Signed

[Director] [Secretary]† Date JUNE 24, 1985

Presenter's name, address and
reference: [if any]

Arthur Young,
Rolls House,
7, Rolls Buildings,
Fetter Lane,
London,
EC4A 1NH.

For official use

Data punch

General section

Post room





COMPANIES FORM No. 242

242

**Notice of claim to extension of
period allowed for laying and
delivering accounts -- oversea
business or interests**

Pursuant to section 242 of the Companies Act 1985

Please do not
write in this
margin

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

* insert full name
of company

† delete as
appropriate

To the Registrar of Companies

For official use

Company number

184

764797

Name of company

* Apple Corps Limited

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending][which ended on]†

Day Month Year

3 1 0 1 1 9 8 7

For Standby Films Limited

Signed

[Director][Secretary]† Date March 4, 1986

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 1 9 8 5

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

For official Use
General Section

Post room



Arthur Young

Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1NH



Notice of claim to extension of period allowed for laying and delivering accounts — oversea business or interests

Pursuant to section 242 of the Companies Act 1985

242

Please do not
write in this
margin

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

* insert full name
of company

† delete as
appropriate

To the Registrar of Companies

For official use

Company number

[87]

764797

Name of company

* APPLE CORPS LIMITED

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending][which ended on]†

Day Month Year

3	1	0	1	1	9	8	7
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For ~~Strandby~~ Films Limited

Signed

[Director][Secretary]† Date March 31, 1987

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

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

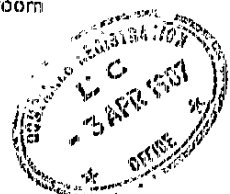


Arthur Young

Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1NH

For official Use
General Section

Post room





COMPANIES FORM No. 242

**Notice of claim to extension of
period allowed for laying and
delivering accounts — oversea
business or interests****242**

Pursuant to section 242 of the Companies Act 1985

Please do not
write in this
marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company† delete as
appropriate

To the Registrar of Companies

For official use

Company number

[1 8 9]

764797

Name of company

* APPLE CORPS LIMITED

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending][which ended on]†

Day Month Year

3 1 0 1 1 9 8 8

For Standby Films Limited

Signed

[Director][Secretary]† Date March 31, 1987

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

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

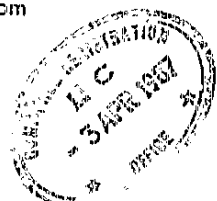
For official Use

General Section

Post room

**Arthur Young**

Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1NH



Notice of claim to extension of period allowed for laying and delivering accounts -- overseas business or interests

Pursuant to section 242 of the Companies Act 1985

242

Please do not write in this margin

To the Registrar of Companies

For official use

Company number

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

--	--	--	--	--	--

764797

Name of company

APPLE CORPS LIMITED

* insert full name of company

† delete as appropriate

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending] ~~which ended on~~†

Day Month Year

3	1	0	1	1	9	9	0
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For Standby Films Limited

Signed

† Director † Secretary † Date May 3, 1989

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

01510141191815

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

For official Use
General Section

Post room

COMPANIES HOUSE	
10 MAY 1989	
M	19



Arthur Young

Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1NH

G

COMPANIES FORM No. 242

Notice of claim to extension of period allowed for laying and delivering accounts -- overseas business or interests**242**

Pursuant to section 242 of the Companies Act 1985

Please do not
write in this
marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company† delete as
appropriate

To the Registrar of Companies

For official use

Company number

--	--	--	--

764797

Name of company

* APPLE CORPS LIMITED

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company (ending) (which ended on)†

Day Month Year

3	1	0	1	1	9	8	9
---	---	---	---	---	---	---	---

For Standby Films Limited

Signed

[Director][Secretary]† Date MAY 3, 1989

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0	5	0	4	1	9	8	5
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Presentor's name address and
reference (if any):

For official Use

General Section

Post room

**Arthur Young**

Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1NH

1989	MAY	1989
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201109

THE COMPANIES ACTS 1948 to 1967

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

- of -

APPLE CORPS LIMITED

Incorporated the 20th day of June 1963

Company Number: 764797

≡ FRERE CHOLMELEY

28 Lincoln's Inn Fields, London WC2A 3HH
Telephone: 01-405 7878
Fax: 01-405 9056
Telex: 27623 Freres G
LDE: DX 140



28-11-63

No. 764797

[CERTIFICATE OF INCORPORATION]

I HEREBY CERTIFY that

THE BEATLES LIMITED

Is this day incorporated under the Companies Act 1948
and that the Company is Limited.

Given under my hand at London this TWENTIETH DAY OF
JUNE 1963.

L.S. WHITFIELD

Assistant Registrar of Companies

Date: 20/6/63

28-11-67

[CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME]

No. 764797

WHEREAS

THE BEATLES LIMITED

Was incorporated as a limited company under the
Companies Act 1948 on the 20th June 1963.

And whereas by special resolution of the Company and
with the approval of the Board of Trade it has changed its
name.

And therefore I hereby certify that the Company is a
limited company incorporated under the name of

APPLE MUSIC LIMITED

Given under my hand at London 6th December 1967.

[SIGNED]

Assistant Registrar of Companies

[CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME]

No. 764797

WHEREAS

APPLE MUSIC LIMITED

Was incorporated as a limited company under the
Companies Act, 1948 on the 20th June 1963.

And whereas by special resolution of the Company and
with the approval of the Board of Trade it has changed its
name.

And therefore I hereby certify that the Company is a
limited company incorporated under the name of

APPLE CORPS LIMITED

Given under my hand at London the 9th February 1968.

[SIGNED]

Assistant Registrar of Companies

28-11-67

Number of Company 764797

THE COMPANIES ACT 1948
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
(Pursuant to S141(2))

OF

THE BEATLES LIMITED

Passed 17th November 1967

At an EXTRAORDINARY GENERAL MEETING of the above-named
Company, duly convened, and held at

23 Albemarle Street
London W1

on the 17th day of November 1967, the subjoined Special
Resolution was duly passed, viz:-

RESOLUTION

That the name of the company be and it is hereby
changed from The Beatles Limited to Apple Music Limited.

S.M. MALTZ

Chairman

Number of Company 764797

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to S141(2))

OF

APPLE MUSIC LIMITED

Passed 12th January 1968

At an EXTRAORDINARY GENERAL MEETING of the above-named
Company, duly convened, and held at

Hille House
9 Stafford Street
London W1

on the 12th day of January 1968, the subjoined Special
Resolution was duly passed, viz:-

RESOLUTION

"That the name of the company be and it is hereby
changed from Apple Music Limited to Apple Corps Limited."

[SIGNED]

Acting Secretary

Number of Company 764797

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- OF -

APPLE CORPS LIMITED

Passed 29th December 1974

On 29th December 1974, the following Special Resolution was proposed and duly passed:

RESOLUTION

"That the new Articles of Association annexed hereto be and they are hereby adopted as the Articles of Association of the Company in lieu of the existing Articles of Association of the Company."

For Moor House Secretaries
(Secretary)

C.F. CHARGE

Director

Company No. 764797

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

APPLE CORPS LIMITED

Passed 25th July 1978

At an Extraordinary General Meeting of Apple Corps Limited, duly convened and held on 25th July, 1978, the following was duly passed as a Special Resolution:-

"That Article 25 of the Articles of Association of the Company shall be amended by the addition of the following words after the words "at least 30 days' notice in writing of the meeting is given to each director" in the first sentence:-

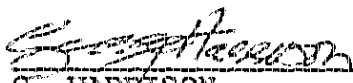
"Provided always that a meeting of the Board of directors shall, notwithstanding that it is called by shorter notice than that specified above, be deemed to have been duly called if it is so agreed in writing by all the directors for the time being of the company and for the avoidance of doubt it is hereby declared that alternate directors may consent as aforesaid on behalf of the director for whom they are appointed as an alternate".

N.B. Baker
Chairman of the Meeting

the Company of an equal amount (exclusive of any applicable value added or similar sales tax) per member.

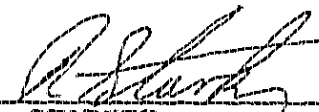
We further HEREBY AGREE that the incorporation, by reference, of Article 27(B) of the Articles into Article 13(A) of the Articles shall henceforth be construed as the incorporation of Article 27(B) as clarified by our above agreement and we further HEREBY AGREE that subject as aforesaid and notwithstanding the provisions of Clause 76 in Part I of Table A (as defined in and applied by Article 1 of the Articles) Directors' fees shall be determined by the Directors, but subject to such restriction (if any) on the aggregate amount thereof as may be prescribed from time to time by the members in general meeting.

Dated: 7th November , 1989


G. HARRISON


J.P. MCCARTNEY


Y.O. LENNON


R. STARKEY

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100 shares of £1 each with power to the Company to increase or reduce the said capital and to issue any part of its capital, original or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the power hereinbefore contained.

THE COMPANIES ACT, 1948

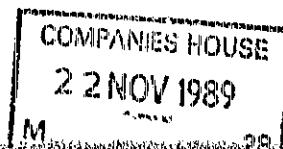
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

APPLE CORPS LIMITED

1. The name of the Company is "APPLE CORPS LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (1) To carry on business as music publishers, printers, copyists, engravers, arrangers and dealers, newspaper, journal and magazine publishers and proprietors, printers, publishers, booksellers, lithographers, stereotypers, stationers, refreshment caterers, engineers, electricians, cabinet makers and woodworkers, fancy goods dealers and general storekeepers.
 - (2) To conduct and carry on, in all their respective branches, the businesses of producers, manufacturers, licensors, licensees, performers, agents, consultants, distributors, renters, printers, proprietors, contractors, exporters, importers, buyers, sellers, hirers, publishers, exhibitors and dealers in, and agents of, works of



every nature or sort including (but without prejudice to the generality of the foregoing) cinematograph films, plays, dramas, comedies, operas, oratorios, pantomines, revues, ballets, concerts, songs, novels, scenarios, sketches and in connection therewith to undertake and carry out all or any of the functions, operations, services, or work, ordinarily or which can conveniently be undertaken and carried out by persons engaged in such businesses, including the hire, leasing and relinquishing of artistes, singers, dancers, entertainers, directors, producers and other persons in connect on with the theatrical and motion picture industries and radio and television shows and of play-writes, dramatists, writers of plots and other subjects for plays, cinematograph films, newspapers, or magazines, also in connection with historical, topical and all kinds or other educational, scientific, and other film subjects and generally to advise and trade in all respects and license and sub-license or be licensed or sub-licensed as agents, theatrical agents, cinematograph agents, producers, performers, exploiters, organisers, proprietors and exhibitors of plays, operas, concerts, sketches and motion pictures, photoplays and films, and productions of all kinds and description in every medium and form and to

acquire, purchase, sell, hire or be interested in and to dispose of copyrights.

- (3) To carry on either alone or with others all or any of the businesses of producers, managers, presenters and performers of bands and orchestras and musical combinations of every nature or sort in every medium and form whatever now known or hereafter devised and as proprietors, lessees, licensees or managers of cinemas, theatres, musical halls and all places of amusement, recreation or entertainment, and in particular either alone or with others to provide for the production, representation and performance of motion pictures, stage plays, operas, operettas, revues, burlesques, vaudevilles, ballets, pantomines, spectacular pieces, masques, recitals, promenade and other concerts and other theatrical, musical, variety and dramatic performances and entertainments, circus and exhibitions of art of every description. To carry on the business of proprietors and managers of cinematograph houses and to provide for the representation and exhibition throughout the world of both silent and talking cinematograph and television films and entertainments as now shown or given or by means now or hereafter to become known and generally to transact any business in connection therewith and to permit the Company's premises to be used for

such other purposes as may seem expedient.

- (4) To employ persons to write, compose, invest, adapt or arrange plays, cinematograph, moving picture and television plays (whether silent or talking), sketches, songs, music and dances, and any other theatrical, musical or variety compositions, and to enter into agreements with authors, composers and lyric writers for other persons or the dramatic or other rights of operas, stage plays, operettas, revues, burlesques, vaudevilles, ballets, pantomines, spectacular pieces, musical compositions, cinematograph and moving picture plays, scenarios and other musical and dramatic performances and entertainments or for the representation thereof in the United Kingdom and all other parts of the world, and to enter into engagements of all kinds with artistes and other persons.

- (5) To engage, provide and employ, or to act as agents in the engaging, providing and employing of artistes, actors, singers, dancers, and aerobats, variety, performers, lecturers, operators, instructors or entertainers, and to enter into contracts with any artistes, persons or companies (either theatrical, cinematograph, television or otherwise) for the production and representation of scenarios, stage plays, film plays, television plays, operas, burlesques, vaudeville, pantomines,

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ballets, concerts, exhibitions, variety entertainments, performances and amusements of any kind.

- (6) To manufacture and deal in cameras, film plates, negatives, apparatus and and material of all kinds for cinematograph or general photography or television broadcasting, gramophone, acoustic and sound-producing films, wireless apparatus of all kinds, and to carry on the business of photographers and photographic printers and publishers in all branches and to organise and arrange scenic and dramatic incidents for cinematograph or ordinary photographic reproduction or reproduction of transmission by means of television or radio, and take, produce, reproduce or publish or transmit cinematograph or other pictures and sounds of such incidents, natural objects, scenes or events in any part of the world.
- (7) To carry on any other manufacture, business or trade which can or may be advantageously carried on in conjunction with the before mentioned trades or businesses or which may be calculated directly or indirectly to enhance the value of the Company's undertaking or property.
- (8) To purchase, hire, lease, take in exchange or on partition or otherwise acquire, construct, lay out, improve, erect, demolish and reconstruct,

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work, maintain, farm and develop any lands, factories, offices, shops, halls or places of recreation or other buildings, sports grounds, railways, wharves, docks, mines, minerals, roads, sewers, waterways or other easements or any rights or interests in relation thereto or any plant, machinery, stock-in-trade or any other real or personal property of any kind whatsoever or to co-operate with any other person or persons, firm or company in any of the matters aforesaid.

- (9) To purchase, apply for, or otherwise acquire, maintain, renew, develop, finance and otherwise exploit any patents or patent rights, licences, copyright options or other exclusive rights in relation to any invention or other work in any country whatsoever and to expend moneys of the Company in testing, experimenting upon or improving any such invention or work.
- (10) To purchase or otherwise acquire any business or businesses which the Company is authorised to carry on together with goodwill, premises, stock-in-trade, book debts and other assets and whether as a going concern or otherwise and whether subject or not to any liabilities affecting the same.
- (11) To enter into agreements by way of amalgamation, partnership, sharing of profits or as to scope or area of operations, restricting competition or

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mutual assistance or otherwise with any person, firm, company or group of persons, firms or companies carrying on or interested in any businesses hereby authorised or having objects wholly or in part similar to those of the Company.

- (12) To sell, exchange, let on lease or on hire or otherwise dispose of or grant any licence or privilege in respect of all or any part of the undertaking of the Company as a going concern or otherwise and any property and assets of the Company on such terms and subject or not to any restrictions and conditions and for any consideration whether payable in cash or wholly or in part by fully or partly paid shares, stock, debentures or debenture stock or other securities or obligations of any other company or otherwise.
- (13) To borrow or raise money in any currency and to give security for the repayment thereof by the issue of debentures, debenture stock, mortgages, bonds or other instruments with or without a floating or fixed charge on the undertaking or all or any of the assets of the Company including its uncalled capital and generally on such terms and conditions as to redemption or otherwise as the Company may deem fitting.
- (14) To draw, accept, indorse, make, discount and negotiate bills of exchange, cheques, promissory

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notes, bills of lading, debentures, warrants and every description of transferable or negotiable instrument.

- (15) To pay for any property acquired by or services rendered to the Company in cash or by the issue either as fully or partly paid up of shares (whether with preferential, ordinary or deferred rights or otherwise) stock, debentures or debenture stock of the Company or by means of such other consideration as the Company may deem fit.
- (16) To invest or otherwise apply any moneys of the Company in such manner as may be thought desirable and to change any investments.
- (17) To lend money or give credit to any persons, firms, companies or corporations, including customers and others and to enter into and give guarantees for the due performance by any persons, firms, companies or corporations of his or their obligations and in either case with or without security.
- (18) To apply for or promote any Act of the Imperial Parliament or any Charter, provisional order or license or other privilege of or from the Imperial Government or any department thereof or any local authority or the legislature government or other authority or any British Dominion, Colony or dependency or any foreign country or to oppose any act, charter, order or proceeding which the

Company may deem prejudicial to its interests.

- (19) To subscribe for, underwrite, purchase, take and hold any shares, stocks, debentures, debenture stock or other securities of any in any company or corporation having objects similar or ancillary to the objects of the Company or to promote, float or finance any such company or corporation or to join with others in so doing.
- (20) To apply for or accept from any Government or authority or corporation any contract, right, concession, charter or privilege and to work and develop the same and to agree to any modifications thereof from time to time.
- (21) To act as or to employ agents, trustees or brokers.
- (22) To distribute among the members of the Company any of the assets of the Company or any shares, stocks or securities or property of which the Company shall have power to dispose.
- (23) To pay any person or company for services rendered in disposing of any shares, stocks or debentures, to pay any expenses incurred in or incidental to the promotion, formation or incorporation of the Company and to procure the Company to be registered or recognised in any other Country or place either within the British Empire or elsewhere.
- (24) To make donations to such persons and to subscribe

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to and support all kinds of associations which the Directors may decide to be calculated to benefit the Company or its trade or business or to benefit past, present or future employees of the Company (including any Director holding a salaried employment or office in the Company) or their dependents or connections and to provide pensions and sick benefits and allowances for past and present employees of the Company (including any such Director as aforesaid) and their dependents or connections and to do all things mentioned in the proviso to the Companies Act 1948 Section 54, Sub-Section 1.

(25) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and Ex-Directors of the Company or their dependents or connections.

(26) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

(27) The objects specified in each paragraph of this clause shall unless otherwise expressed be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Members is limited.

5. The share capital of the Company is £100 divided into

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WE, the several persons whose names, addresses and descriptions are subscribed are desirous being formed into a Company, in pursuance of this 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

OSCAR ALBERT BEUSELINCK
19 Ludgate Hill
EC4
Solicitor

50

WALTER THOMAS STRACH
23 Albemarle Street
London
W1
Accountant

50

Dated the 22nd day of May 1963

WITNESS to the above signatures

W.T. STOCKLER
19 Ludgate Hill
EC4
Solicitor's Clerk

THE COMPANIES ACTS 1948 to 1967

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

APPLE CORPS LIMITED

(As adopted pursuant to a Special
Resolution passed on 29th December 1974
and amended pursuant to Special Resolutions
passed on 25th July 1978 and 7th November 1989)

PRELIMINARY

1. (A) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Act, 1967.
(B) The regulations contained in Part I of Table A shall apply to the Company save insofar as they are excluded or modified hereby. The Clauses in Part I of Table A numbered 24, 44, 53, 62, 64, 77, 79, 87, 88(A) and (F), 89 to 99 (inclusive), 101 to 105 (inclusive), 107 and 131 shall not apply, but subject as aforesaid, and in addition to the remaining Clauses in Part I of Table A, the following shall be the Articles of Association of the Company.
2. The Company is a private company, and accordingly the

regulations contained in Part II of Table A, except Clauses 1, 3 and 4 therein, shall apply to the Company.

SHARE CAPITAL

3. The Share Capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Ordinary shares of £1 each.

4. All shares for the time being unissued shall, before issue, be offered by unanimous resolution of all the Directors to all the members in proportion to the existing shares held by them respectively. Every offer made under this Article shall be made by notice in writing specifying the number of shares to which the member is entitled and limiting a time (which shall not be less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that time or upon receipt of written notice from the member to whom such notice was given that he declines to accept the shares offered, the shares not taken up by the member shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as all the Directors may unanimously determine (notwithstanding the provisions of Article 27) but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

LIEN

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid shares and to all shares

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registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

CALL ON SHARES

6. In Clause 15 of Part I of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "Provided that".

RESOLUTIONS

7. Clause 5 in Part II of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

TRANSFERS

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 in Part I of Table A shall be modified accordingly.

9. (A) For the purposes of this Article, where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.

(B) (i) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

- (ii) Every member who desires to transfer any share (hereinafter called "the Vendor") shall give to the Company notice in writing (hereinafter called "a transfer notice") specifying the shares he wishes to sell (hereinafter called "the said shares") and the price at which he wishes to sell them (hereinafter called "the sale price") and the proposed transferee. Subject as hereinafter mentioned, a transfer notice shall constitute the Company the Vendor's agent for the sale of the said shares at the sale price to the members other than the Vendor (a transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the Company).
- (iii) Upon receiving a transfer notice the Company shall forthwith by notice in writing inform each member other than the Vendor of the number of the said shares and of the sale price and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such

application and to state whether he is prepared to pay the sale price.

- (iv) If the said members shall within the said period of 21 days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or as many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata according to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders, provided that no applicants shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than 14 and not later than 28 days after the date of the notice) at which the sale of the shares so allocated shall be completed.
- (v) The Vendor shall be bound upon the payment of the sale price to transfer the shares comprised in the allocation notice to the purchasers named therein at the time and

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place specified; and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, the transfer of the shares to the purchasers thereof against payment of the purchase money to the Company the purchaser of the purchase money to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the purchase money into a separate Bank account in the Company's name and shall hold such purchase money in trust for the Vendor.

- (vi) During the 6 months following the expiry of the said period of 21 days referred to in paragraph (B)(iii) of this Article, the Vendor shall be at liberty to transfer to the transferee specified in the transfer notice and at any price or for any consideration (not being less than or less in value than the price specified as the sale price in the

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transfer notice) any share not allocated by the Directors in an allocation notice provided that if the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold pursuant to this Article none should so sold the Vendor should not be entitled save with the written consent of all the other members of the Company to sell hereunder only some of the shares comprised in his transfer notice.

(C) The restrictions on the transfer contained in this Article shall not apply to:-

- (a) any transfer approved in writing by all the members;
- (b) any request by a person becoming entitled to a share in consequence of the death of a member to be registered as the holder of such share;
- (c) any transfer by personal representatives to any person or persons absolutely entitled to the shares transferred under the will of a deceased member or under Section 46 and 47 of the Administration of Estates Act, 1925 as amended by the Intestates Estates Act, 1952 or under any similar statute of any jurisdiction to which the deceased member's estate is subject;
- (d) any transfer by an individual member ("the

Original Transferor") to a body corporate ("the Transferee Company") (being a body corporate having a share capital) all of the issued shares in which are wholly owned beneficially either:

- (i) by the Original Transferor directly, or
- (ii) by a company or companies all of the issued Shares in which is or are, in turn, wholly owned beneficially by the Original Transferor directly; and any re-transfer by the Transferee Company to the Original Transferor or to his personal representatives, but subject always to the provisions of paragraph (G) of this Article.

Provided that it be proved to the satisfaction of the Board that the transfer bona fide falls within one of the exceptions.

- (D) Article 10 shall not apply to any transfer of a fully paid share effected under the provisions of this Article (save to prevent a transfer of shares in which the Company has a lien) but before registration of any such transfer the Directors may require to be furnished with evidence to their reasonable satisfaction as to the nature of the transaction giving rise to such transfer and the true consideration therefor.

- (E) Subject always to the provisions of paragraph (G)

of this Article the provisions of the preceding paragraphs shall not apply to any transfer of shares effected by a member being a body corporate pursuant to or following upon a scheme of reconstruction or amalgamation.

- (F) If any member becomes bankrupt or commits an act of bankruptcy or being a company goes into liquidation such member shall be deemed to have immediately given the Company a transfer notice in respect of all such member's shares in the Company pursuant to the provisions of the preceding paragraphs and the fair value of such shares as certified in writing in their opinion by the Auditors for the time being of the Company shall be deemed to be the sale price of the said shares for this purpose.
- (G) (i) In the event that the issued shares for the time being in the capital of the Transferee Company shall, in the case of a transfer pursuant to Article 9(C)(d)(i), cease for whatsoever reason to be wholly owned beneficially by the Original Transferor directly or, in the case of a transfer pursuant to Article 9(C)(d)(ii), shall cease for whatsoever reason to be wholly owned beneficially by a company or companies all of the issued shares in which is or are, in turn, wholly owned beneficially by the

Original Transferor directly, the Transferee Company shall be deemed to have immediately given the Company a transfer notice in respect of all its shares in the Company and the provisions of paragraph 9(F) shall apply in relation thereto.

- (ii) At the request of any one Director, the Directors shall at any time require by written notice to the Transferee Company ("the Enquiry Notice") such evidence as they consider necessary or appropriate in connection with the status of the beneficial ownership of the issued shares in the Transferee Company (or in the issued shares of the company or companies which own the issued shares in the Transferee Company) and should the Transferee Company fail to prove to the satisfaction of the Directors that, in the case of a transfer pursuant to Article 9(C)(d)(i), all the issued shares in the Transferee Company remain wholly within the beneficial ownership of the Original Transferor directly or, in the case of a transfer to Article 9(C)(d)(ii), that all of the issued shares in the company or companies which own the Transferee Company remain wholly within the beneficial ownership of the Original Transferor directly, the Directors

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may not earlier than one month after the date of Enquiry Notice declare by a further notice to the Transferee Company that a transfer notice in respect of all of its shares in the Company has been deemed to have been given to the Company and forthwith upon the giving of such further notice the provisions of paragraph 9(F) shall apply in relation thereto.

(iii) The provisions of paragraph 9(E) shall not apply in the case of a scheme of reconstruction or amalgamation of a Transferee Company (or of a company or companies which own the Transferee Company) unless the transfer of shares in pursuance of such scheme is in favour of another body or bodies corporate having a share capital the issued shares in which are also wholly owned beneficially by the Original Transferor directly in which event such other body corporate shall be regarded for the purposes of this Article 9 as the Transferee Company (or, as the case may be, the company or companies which own the issued shares in the Transferee Company) in relation to the relevant shares.

(iv) Notwithstanding that a transfer notice may have been deemed to have been given by the

Transferee Company pursuant to any provision of this paragraph 9(G) the Transferee Company may at any time prior to the despatch by the Company of the notice in writing referred to in paragraph 9(B)(iii) of this Article give to the Company a transfer notice naming the Original Transferor or his personal representatives as the proposed transferee of the shares in question and in such event the procedure set out in paragraph 9(B) of this Article shall be suspended and shall cease to operate in relation to the deemed transfer notice upon the Original Transferor being registered as the holder of the shares in question.

(H) All share certificates issued by the Company shall bear the legend:-

"THE RIGHT TO TRANSFER THESE SHARES IS
SUBJECT TO SPECIAL RESTRICTIONS SET OUT IN
THE ARTICLES OF ASSOCIATION OF THE COMPANY".

10. The Directors may in their absolute discretion and without assigning any ground or reason therefor decline to register any transfer of any share (whether fully paid up or not).

ALTERATION OF CAPITAL

11. The Company may from time to time by extraordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time the meeting proceeds to business; three members present in person or by proxy holding or representing no less than one half of the total voting rights of all the members having the right to vote at the meeting shall be a quorum.

13. (A) Questions arising at any meeting at which all members are present shall be decided by a majority of votes (save as provided in Article 13(B) below and that a unanimous resolution of all the members of the Company shall be required in respect of those matters referred to in Article 27(B) in respect of which a unanimous resolution of all the Directors is required at Board Meetings) but otherwise they shall be decided unanimously.

(B) Any questions arising at any meeting at which all the members are not present and which is not decided in accordance with Article 13(A) above may notwithstanding the provisions of Article 13(A) above (but save in respect of those matters referred to in Article 13(A) in respect of which a unanimous resolution of all the members is required) be decided by a majority of votes at the next subsequent general meeting convened by not less than 30 days' notice at which a quorum is present

(c) Minutes of all meetings of the Company shall be circulated by the Secretary of the Company

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promptly after each meeting to all the members for the time being.

14. A poll may be demanded by any member present in person or by proxy and Clause 58 in Part I of Table A shall be modified accordingly and shall be read and construed as if the words "or not carried by a particular majority" were inserted after the words "or lost".

VOTES OF MEMBERS

15. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll every member shall have one vote for each share of which he is the holder. Provided that every member who votes against an extraordinary or special resolution shall have ten votes for each share of which he is the holder.

16. A member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the member is capable by reason of mental disorder of managing and administering his property and affairs any vote, whether on a show of hands or on a poll, by the person so appointed, and that person may appoint a proxy to vote on a poll on behalf of the member.

DIRECTORS

17. (A) Unless and until otherwise determined by an extraordinary resolution of the Company in general

meeting the number of Directors shall be four provided that that number shall be reduced to the extent that any shareholder or shareholders fail to exercise their rights to appoint directors as hereinafter mentioned and Clause 75 in Part I of Table A shall be modified accordingly.

- (B) The holders of the Shares numbered 1 to 25 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not any one time be more than one.
- (C) The holders of the shares number numbered 26 to 50 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

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- (D) The holders of the shares numbered 51 to 75 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.
- (E) The holders of the shares numbered 76 to 100 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.
- (F) Every appointment or removal of a Director under paragraph (B) (C) (D) or (E) of this Article shall be effected by notice in writing signed by or on behalf of the shareholders making such appointment or removal and every such notice, together with the Power of Attorney, or other authority, if any,

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under which the same is signed or a notarially certified copy of such power or authority shall be left at or sent by post to the registered office of the Company and such notice shall take effect when it is received at the registered office of the Company.

- (G) Every Director shall hold office until he is either removed pursuant to paragraphs (B) (C) (D) or (E) of this Article or by the Company in general meeting or vacates his office pursuant to Clause 88 in Part I of Table A or dies and except as provided in this Article no person shall be appointed as a Director it being declared for the avoidance of doubt that neither the Company in general meeting nor the Directors as such shall have any power to appoint any person as a Director.

18. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company and Clause 134 in Part I of Table A shall be modified accordingly.

19. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a

fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

BORROWING POWERS

20. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock, and other securities as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

21. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part I of Table A shall be modified accordingly.

22. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Part I of Table A shall be modified accordingly.

23. The Directors may on behalf of and out of the moneys of the Company pay or provide or agree to pay or provide, in addition to any other remuneration, pensions or annuities (either revocable or irrevocable and either subject or not

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subject to any terms or conditions), gratuities, superannuation, sickness, benevolent, compassionate, welfare or other allowances and benefits, life or endowment assurances or other like benefits for all or any of the Directors who hold or have held executive office or salaried employment in the Company or in any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company or for any person or persons who may have served the Company or any such other company as aforesaid or for the widow or other dependant of any such Director or other person. The Directors shall also have power to establish and maintain, and to concur with any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company in establishing and maintaining, and to make contributions out of the Company's moneys to schemes, funds, policies or trusts (either contributory or non-contributory for providing any benefits pursuant to the provisions of this Article. Any Director shall be entitled to receive and retain for his use any such pension, annuity, gratuity, allowance, assurance or other benefit and his right so to do shall not be affected by his being appointed or continuing in office as a Director or receiving remuneration as such after the date on or from which the same becomes payable.

DISQUALIFICATION OF DIRECTORS

24. Paragraph (D) of Clause 88 in Paragraph I of Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "is adjudicated by

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a Court in England and Wales or Scotland as incapable by reason of mental disorder of managing and administering his property and affairs".

PROCEEDINGS OF DIRECTORS

25. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors provided that at least 30 days' notice in writing of the meeting is given to each Director. Provided always that a meeting of the Board of Directors shall, notwithstanding that it is called by shorter notice than that specified above, be deemed to have been duly called if it is so agreed in writing by all the directors for the time being of the Company and for the avoidance of doubt it is hereby declared that alternate directors may consent as aforesaid on behalf of the director for whom they are appointed as an alternate. The notice of meeting shall clearly indicate the place and time of the meeting and shall list in the form of an agenda all the matters to be discussed at the meeting.

26. (A) The Directors may meet together for the despatch of only that business which is listed in the notice of the meeting.

(B) The quorum necessary for the transaction of the business of the Directors shall be three.

27. (A) Save as hereinafter provided in this Article questions arising at any meeting at which all the Directors are present shall be decided by a majority of votes but questions arising at a

meeting at which all the Directors are not present shall be decided unanimously.

- (B) A unanimous resolution of all the Directors of the Company for the time being shall be required in respect of any of the following matters, namely any use of the name "Beatle", any decision relating in any way to the exploitation of Beatle material, any expenditure on any project in respect of which any individual member of the Company may gain any personal benefit which any of the others do not gain, any project entailing expenditure in excess of £50,000 the appointment of any chief executive and the remuneration of any individual member of the Company whether in his capacity as a Director or otherwise.
- (C) Any questions arising at any meeting at which all the Directors are not present and which is not decided unanimously may notwithstanding the provisions of Article 27(A) above (but save in respect of those matters listed in Article 27(B) above in respect of which a unanimous resolution of all the Directors for the time being is required) be decided by a majority of votes at a subsequent meeting of the Directors summoned by not less than 30 days' notice and at which a quorum is present.
- (D) For the avoidance of doubt it is hereby declared that the Chairman of any meeting of Directors (if

appointed) shall not have a second or casting vote.

(E) The provisions of this Article shall apply save as expressly otherwise provided herein or save as otherwise unanimously agreed in writing between all the members of the Company for the time being.

28. Notice of all meetings of Directors shall be given to each Director at the address in the United Kingdom or elsewhere supplied by him to the Secretary for the purpose of the giving of notices and each Director shall be entitled to specify one other person to whom a duplicate copy of all notices shall be sent. Provided always that for this purpose notices sent by post to a Director to an address outside the United Kingdom shall be sent air mail and service of such notice shall be deemed to be effected on the expiration of four days from the date on which the letter envelope or wrapper containing the same is put into the post.

29. Any such resolution in writing as is referred to in Clause 106 Part I of Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Part I of Table A shall be modified accordingly.

30. No person shall become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment of such person, and no

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Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

ALTERNATE DIRECTORS

31. (A) Any Director may at any time appoint any person (including another Director) to be an alternate Director of the Company and may at any time remove any alternate Director so appointed by him.
- (B) Any alternate Director so appointed shall be subject to the provisions of these presents with regard to Directors.
- (C) An alternate Director shall be entitled to receive notices of all meetings of the Directors, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director in the absence of such appointor and the appointor shall be deemed to be present at any meeting at which his alternate is present. The Director appointing an alternate Director shall remain entitled to receive notices of all meetings of the Directors.
- (D) A Directors acting as an alternate Director shall have an additional vote for each Director for whom he acts as alternate.
- (E) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for

any reason to be a Director.

- (F) All appointments and removals of alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the registered office of the Company.

EXECUTIVE DIRECTORS

32. The Directors may from time to time appoint one or more of their body to the office of Managing Director or to any other salaried employment or office in the Company for such period and on such terms as they think fit; and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

33. The appointment of any Director to the office of Managing Director of the Company or to any other salaried employment or office in the Company shall be subject to termination automatically if he ceases from any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

34. In Clauses 108 and 109 in Part I of Table A the words "and a Director appointed to any other salaried employment or office in the Company" shall in each case be inserted immediately after the words "Managing Director".

CAPITALISATION OF PROFITS

35. Clause 129 of Part I of Table A shall be read and construed as if the words "or to ignore factions altogether" were inserted after the words "or otherwise as

they think fit for the case of shares or debentures becoming distributable in fractions".

NOTICES

36. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address. Where a notice or any other document is served by post, service shall be deemed to be effected on the day on which the letter, envelope or wrapper containing the same is put into the post, except that any notice or other document served by post on any member at an address outside the United Kingdom, shall be despatched by air mail post and service shall be deemed to be effected on the expiration of four days from the date on which the letter, envelope or wrapper containing the same is put into the post for transmission by air mail. In proving service under this Article it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or other document was properly addressed and put into the post as a prepaid letter.

37. Clause 134 in Part I of Table A shall be read and construed as if the words "except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them" were omitted from paragraph (a) thereof.

38. Every notice calling a general meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to members in regard to their right to

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appoint proxies, and all notices and other communications relating to a general meeting which any member is entitled to receive shall also be sent to the Auditors for the time being of the Company and to the Directors and alternate Directors (if any) of the Company.

WINDING UP

39. Clause 135 in Part I of Table A shall be read and construed as if the words "with the like sanction" were inserted immediately before the words "determine how such division", and the word "members" was substituted for the word "contributories".

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

OSCAR ALBERT BEUSELINCK
19 Ludgate Hill
EC4

Solicitor

WALTER THOMAS STRACH
23 Albemarle Street
London
W1

Accountant

DATED the 22nd day of May 1963

WITNESS to the above signatures:-

W.T. STOCKLER
19 Ludgate Hill
EC4

Solicitor's Clerk

G

COMPANIES FORM No. 244

244

Notice of claim to extension of period allowed for laying and delivering accounts — overseas business or interests

Please do not write in this margin

Pursuant to section 244 of the Companies Act 1985 as inserted by section 11 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

764797

Name of company

* APPLE CORPS LIMITED

* Insert full name of company

† delete as appropriate

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending][which ended on]†

Day Month Year

3 1 0 1 1 9 9 1

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

For Standby Films Intl
Signed *[Signature]* Designation† *Secretary* Date *1-10-91*

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

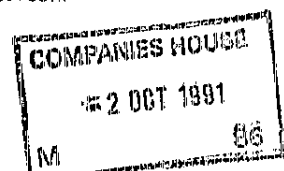
0 5 1 0 4 1 9 8 5

Presenter's name address
telephone number and reference (if any):

ERNST & YOUNG
ROLLS HOUSE
7 ROLL BUILDINGS
FETTER LANE
LONDON EC4A 1NH

For official use
D.E.B.

Post room



C

COMPANIES FORM No. 244

244

Notice of claim to extension of period allowed for laying and delivering accounts — overseas business or interests

Please do not write in this margin

Pursuant to section 244 of the Companies Act 1985 as inserted by section 11 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

764797

Name of company

* APPLE CORPS LIMITED

* insert full name of company

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company ~~ending~~ (which ended on)†

† delete as appropriate

Day Month Year

3 1 0 1 1 9 9 2

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

For Standby Films Limited

Signed

[Signature]

Designation‡

Secretary

Date

24/8/92

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

Presenter's name address
telephone number and reference (if any):

ERNST & YOUNG

40 Raffles House
7 Raffles Building
1 Raffles Lane
London EC 4A 1NT

For official use
D.E.B.

Post room

COMPANIES HOUSE
27 AUG 1992
M 67

G**COMPANIES FORM No. 244****244****Notice of claim to extension of period allowed for laying and delivering accounts — overseas business or interests**

Please do not write in this margin

Pursuant to section 244 of the Companies Act 1985 as inserted by section 11 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

764797

Name of company

APPLE CORPS LIMITED

* insert full name of company

† delete as appropriate

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending] ~~which ended on~~ †

Day Month Year

3 1 0 1 1 9 9 3

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

For Standby Films Limited

Signed

Designation ‡

Secretary

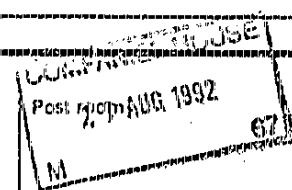
Date

24/8/92

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

Presenter's name address
telephone number and reference (if any):For official use
D.E.B.**ERNST & YOUNG**□ Both House
* Ref: 10000000
Tel: 011 44 1511
Telex: 11441511

Company No. 764797

THE COMPANIES ACT 1984

THE COMPANIES ACT 1985 TO 1989

COMPANY LIMITED BY SHARES

APPLE CORPS LIMITED
(the "Company")

WRITTEN RESOLUTION OF
all the members of the Company

On 8 April 1993 the following written resolutions (passed in accordance with section 381A of the Companies Act 1985, as amended) of all the members of the Company were passed:-

"1. THAT the Articles of Association of the Company be amended:-

1. By the deletion of the existing Article 9(C) and the substitution therefor of the following:-

"9(C) The restrictions on the transfer of shares contained in this Article shall not apply in any of the following circumstances provided that it be proved to the satisfaction of the Board that the transfer bona fide falls within one of the exceptions:-

- (a) any transfer approved in writing by all the members;
- (b) any request by a person becoming entitled to a share in consequence of the death of a member to be registered as the holder of such share;
- (c) any transfer by personal representatives to any person or persons absolutely entitled to the shares transferred under the will of a deceased member or under Sections 46 and 47 of the Administration of Estates Act 1925 as amended by the Intestates Estates Act 1952 or under any similar statute of any

jurisdiction to which the deceased member's estate is subject;

- (d) any transfer by a member other than (except as corporate trustee or personal representative) a body corporate (the "Original Transferor") to either:
 - (i) a body corporate ("the Transferee Company") being a body corporate having a share capital the whole of which is owned:-
 - (aa) solely and beneficially, by the Original Transferor directly, or
 - (bb) solely and beneficially, by a company or companies the whole of the issued capital of which is or are, in turn, owned solely and beneficially by the Original Transferor, or
 - (cc) directly or indirectly as aforesaid by:-
 - (i) the personal representatives of the Original Transferor, or
 - (ii) the trustee or trustees for the time being of a settlement created by or benefiting under the will of the Original Transferor or, if the Original Transferor shall have been registered as personal representative(s) of a deceased former member ("the Deceased Former Member"), by or under the will of the Deceased Former Member, in either case however wide the class of beneficiaries may be, or
 - (iii) any other person becoming entitled to a share in consequence of the death of the Original Transferor or the Deceased Former Member, or
 - (iv) the trustee or trustees for the time being of a settlement created

inter vivos by the Original Transferor (or (before his death) by the Deceased Former Member), but in either case for the benefit of a class of beneficiaries and/or potential beneficiaries no wider than:-

The Original Transferor

Any wife or widow or husband or widower of such Original Transferor (or of the Deceased Former Member as the case may be)

Any children or remoter issue of the Original Transferor (or the Deceased Former Member as the case may be) and the respective wives widows husbands or widowers of such children or remoter issue

Any other person becoming entitled to participate in the estate of such Original Transferor (or the Deceased Former Member as the case may be) after his death, or

- (v) any person the transfer to whom has been approved in writing by all the members of the Company, or
- (ii) the trustee or trustees for the time being of a settlement which satisfies the provisions of paragraph (C) (d) (i) (cc) (ii) or (iv) of this Article, or
- (iii) the beneficiary or beneficiaries for the time being of a settlement which satisfies the provisions of paragraph (C) (d) (i) (cc) (ii) of this Article or, but only after the death of the Original Transferor (or the Deceased Former Member as the case may be), the beneficiary or beneficiaries for the time being of a settlement which satisfies the provisions of paragraph (C) (d) (i) (cc) (iv) of this Article.

or to any retransfer to the Original Transferor or to his personal representatives, but subject always to the

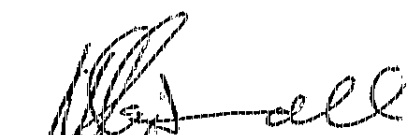
provisions of paragraph (G) of this Article."

2. By the deletion of the existing Article 9(G) and the substitution therefor of the following:-

- "9(G) (i) In the event that the ownership of the issued shares for the time being in the capital of the Transferee Company and/or the status of the owner of such shares shall, in the case of a transfer pursuant to Article 9(C)(d)(i), cease for whatsoever reason to comply with the requirements of Article 9(C)(d)(i) in all relevant respects, or in the event that the status of the settlement shall, in the case of a transfer pursuant to Article 9(C)(d)(ii), cease for whatsoever reason to comply with the requirements of Article 9(C)(d)(ii) in all relevant respects, the Transferee Company or the trustee or trustees (as the case may be) shall be deemed to have immediately given the Company a transfer notice in respect of all its shares in the Company and the provisions of Article 9(F) shall apply in relation thereto.
- (ii) At the request of any one Director, the Directors shall at any time require by written notice to the Transferee Company or as the case may be the trustee or trustees ("the Enquiry Notice") such evidence as they consider necessary or appropriate in connection with the status of the beneficial ownership of the issued shares in the Transferee Company (or in the issued shares of the company or companies which own the issued shares in the Transferee Company) or the status of the relevant settlement and should the Transferee Company or the trustee or trustees fail to prove to the satisfaction of the Directors that the same continues to comply in all relevant respects with the requirements of Article 9(C)(d)(i) or (ii) (as the case may be), the Directors may not earlier than one month after the date of the Enquiry Notice declare by a further notice to the Transferee Company or the trustee or trustees that a transfer notice in respect of all of its shares in the Company has been deemed to have been given to the Company and forthwith upon the giving of such further notice the provisions of Article 9(F) shall apply in relation thereto.
- (iii) The provisions of Article 9(E) shall not apply in the case of a scheme of

reconstruction or amalgamation of a Transferee Company (or of a company or companies which own the Transferee Company) unless the transfer of shares in pursuance of such scheme is in favour of another body or bodies corporate which complies with the provisions of Article 9(C)(d)(i) in which event such other body corporate shall be regarded for the purposes of this Article 9 as the Transferee Company (or, as the case may be, the company or companies which own the issued shares in the Transferee Company) in relation to the relevant shares.

- (iv) Notwithstanding that a transfer notice may have been deemed to have been given by the Transferee Company or the trustee or trustees pursuant to any provision of this Article 9(G) the Transferee Company or the trustee or trustees may at any time prior to the despatch by the Company of the notice in writing referred to in Article 9(B)(iii) give to the Company a transfer notice naming the Original Transferor or his personal representatives as the proposed transferee of the shares in question and in such event the procedure set out in Article 9(B) shall be suspended and shall cease to operate in relation to the deemed transfer notice upon the Original Transferor being registered as the holder of the shares in question."


.....
For and on behalf of
Standby Films Limited -
Company Secretary

Dated: 28/4/93.

Company No: 764797

THE COMPANIES ACTS 1948 to 1967

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

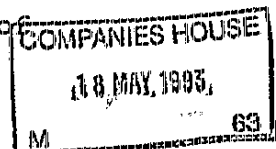
- of -

APPLE CORPS LIMITED

(As adopted pursuant to a Special Resolution passed on 29th December 1974 and amended pursuant to Special Resolutions passed on 25th July 1978, 7th November 1989 and 8 April 1993)

PRELIMINARY

1. (A) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Act, 1967.
- (B) The regulations contained in Part I of Table A shall apply to the Company save insofar as they are excluded or modified hereby. The Clauses in Part I of Table A numbered 24, 44, 53, 62, 64, 77, 79, 87, 88(A) and (F), 89 to 99 (inclusive), 101 to 105 (inclusive), 107 and 131 shall not apply, but subject as aforesaid, and in addition to the remaining Clauses in Part I of Table A, the following shall be the Articles of Association of the Company.



2. The Company is a private company, and accordingly the regulations contained in Part II of Table A, except Clauses 1, 3 and 4 therein, shall apply to the Company.

SHARE CAPITAL

3. The Share Capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Ordinary shares of £1 each.

4. All shares for the time being unissued shall, before issue, be offered by unanimous resolution of all the Directors to all the members in proportion to the existing shares held by them respectively. Every offer made under this Article shall be made by notice in writing specifying the number of shares to which the member is entitled and limiting a time (which shall not be less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that time or upon receipt of written notice from the member to whom such notice was given that he declines to accept the shares offered, the shares not taken up by the member shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as all the Directors may unanimously determine (notwithstanding the provisions of Article 27) but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

LIEN

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

CALL ON SHARES

6. In Clause 15 of Part I of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "Provided that".

RESOLUTIONS

7. Clause 5 in Part II of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

TRANSFERS

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 in Part I of Table A shall be modified accordingly.

9. (A) For the purposes of this Article, where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.

(B) (i) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(ii) Every member who desires to transfer any share (hereinafter called "the Vendor") shall give to the Company notice in writing (hereinafter called "a transfer notice")

specifying the shares he wishes to sell (hereinafter called "the said shares") and the price at which he wishes to sell them (hereinafter called "the sale price") and the proposed transferee. Subject as hereinafter mentioned, a transfer notice shall constitute the Company the Vendor's agent for the sale of the said shares at the sale price to the members other than the Vendor (a transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the Company).

(iii) Upon receiving a transfer notice the Company shall forthwith by notice in writing inform each member other than the Vendor of the number of the said shares and of the sale price and invite each such member to apply in writing to the Company within 21 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application and to state whether he is prepared to pay the sale price.

(iv) If the said members shall within the said period of 21 days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or as many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata according to the number of shares in the Company of which

they are registered or unconditionally entitled to be registered as holders, provided that no applicants shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than 14 and not later than 28 days after the date of the notice) at which the sale of the shares so allocated shall be completed.

- (v) The Vendor shall be bound upon the payment of the sale price to transfer the shares comprised in the allocation notice to the purchasers named therein at the time and place specified; and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, the transfer of the shares to the purchasers thereof against payment of the purchase money to the Company. On payment of the purchase money to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the purchase money into a separate Bank account in the Company's name

and shall hold such purchase money in trust for the Vendor.

- (vi) During the 6 months following the expiry of the said period of 21 days referred to in paragraph (B)(iii) of this Article, the Vendor shall be at liberty to transfer to the transferee specified in the transfer notice and at any price or for any consideration (not being less than or less in value than the price specified as the sale price in the transfer notice) any share not allocated by the Directors in an allocation notice provided that if the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold pursuant to this Article none should be so sold the Vendor should not be entitled save with the written consent of all the other members of the Company, to sell hereunder only some of the shares comprised in his transfer notice.

9(C) The restrictions on the transfer of shares contained in this Article shall not apply in any of the following circumstances provided that it be proved to the satisfaction of the Board that the transfer bona fide falls within one of the exceptions:-

- (a) any transfer approved in writing by all the members;
- (b) any request by a person becoming entitled to a share in consequence of the death of a member to be registered as the holder of such share;

(c) any transfer by personal representatives to any person or persons absolutely entitled to the shares transferred under the will of a deceased member or under Sections 46 and 47 of the Administration of Estates Act 1925 as amended by the Intestates Estates Act 1952 or under any similar statute of any jurisdiction to which the deceased member's estate is subject;

(d) any transfer by a member other than (except as corporate trustee or personal representative) a body corporate (the "Original Transferor") to either:

(i) a body corporate ("the Transferee Company") being a body corporate having a share capital the whole of which is owned:-

(aa) solely and beneficially, by the Original Transferor directly, or

(bb) solely and beneficially, by a company or companies the whole of the issued capital of which is or are, in turn, owned solely and beneficially by the Original Transferor, or

(cc) directly or indirectly as aforesaid by:-

(i) the personal representatives of the Original Transferor, or

(ii) the trustee or trustees for the time being of a settlement created by or benefiting under the will of the Original Transferor or, if the Original Transferor shall have been registered as personal representative(s) of a deceased former member ("the Deceased Former Member"), by or under the will of the Deceased Former Member, in either case however wide the class of beneficiaries may be, or

(iii) any other person becoming entitled to a share in consequence of the death of the Original Transferor or the Deceased Former Member, or

(iv) the trustee or trustees for the time being of a settlement created inter vivos by the Original Transferor (or (before his death) by the Deceased Former Member), but in either case for the benefit of a class of beneficiaries and/or potential beneficiaries no wider than:-

The Original Transferor

Any wife or widow or husband or widower of such Original Transferor (or of the Deceased Former Member as the case may be)

Any children or remoter issue of the Original Transferor (or the Deceased Former Member as the case may be) and the respective wives widows husbands or widowers of such children or remoter issue

Any other person becoming entitled to participate in the estate of such Original Transferor (or the Deceased Former Member as the case may be) after his death, or

- (v) any person the transfer to whom has been approved in writing by all the members of the Company, or
- (ii) the trustee or trustees for the time being of a settlement which satisfies the provisions of paragraph (c) (d) (i) (cc) (ii) or (iv) of this Article, or
- (iii) the beneficiary or beneficiaries for the time being of a settlement which satisfies the provisions of paragraph (c) (d) (i) (cc) (ii) of this Article or, but only after the death of the Original Transferor (or the Deceased Former Member as the case may be), the beneficiary or beneficiaries for the time being of a settlement which

satisfies the provisions of paragraph
(C) (d) (i) (cc) (iv) of this Article.

or to any retransfer to the Original
Transferor or to his personal
representatives, but subject always to the
provisions of paragraph (G) of this Article.

- (D) Article 10 shall not apply to any transfer of a
fully paid share effected under the provisions of
this Article (save to prevent a transfer of
shares in which the Company has a lien) but
before registration of any such transfer the
Directors may require to be furnished with
evidence to their reasonable satisfaction as to
the nature of the transaction giving rise to such
transfer and the true consideration therefor.
- (E) Subject always to the provisions of paragraph (G)
of this Article the provisions of the preceding
paragraphs shall not apply to any transfer of
shares effected by a member being a body
corporate pursuant to or following upon a scheme
of reconstruction or amalgamation.
- (F) If any member becomes bankrupt or commits an act
of bankruptcy or being a company goes into
liquidation such member shall be deemed to have
immediately given the Company a transfer notice
in respect of all such member's shares in the
Company pursuant to the provisions of the
preceding paragraphs and the fair value of such
shares as certified in writing in their opinion
by the Auditors for the time being of the Company
shall be deemed to be the sale price of the said
shares for this purpose.

9(G) (i) In the event that the ownership of the issued shares for the time being in the capital of the Transferee Company and/or the status of the owner of such shares shall, in the case of a transfer pursuant to Article 9(C)(d)(i), cease for whatsoever reason to comply with the requirements of Article 9(C)(d)(i) in all relevant respects, or in the event that the status of the settlement shall, in the case of a transfer pursuant to Article 9(C)(d)(ii), cease for whatsoever reason to comply with the requirements of Article 9(C)(d)(ii) in all relevant respects, the Transferee Company or the trustee or trustees (as the case may be) shall be deemed to have immediately given the Company a transfer notice in respect of all its shares in the Company and the provisions of Article 9(F) shall apply in relation thereto.

(ii) At the request of any one Director, the Directors shall at any time require by written notice to the Transferee Company or as the case may be the trustee or trustees ("the Enquiry Notice") such evidence as they consider necessary or appropriate in connection with the status of the beneficial ownership of the issued shares in the Transferee Company (or in the issued shares of the company or companies which own the issued shares in the Transferee Company) or the status of the relevant settlement and should the Transferee Company or the trustee or trustees fail to prove to the satisfaction of the Directors that the same continues to comply in all relevant respects with the requirements of Article 9(C)(d)(i)

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or (ii) (as the case may be), the Directors may not earlier than one month after the date of the Enquiry Notice declare by a further notice to the Transferee Company or the trustee or trustees that a transfer notice in respect of all of its shares in the Company has been deemed to have been given to the Company and forthwith upon the giving of such further notice the provisions of Article 9(F) shall apply in relation thereto.

(iii) The provisions of Article 9(E) shall not apply in the case of a scheme of reconstruction or amalgamation of a Transferee Company (or of a company or companies which own the Transferee Company) unless the transfer of shares in pursuance of such scheme is in favour of another body or bodies corporate which complies with the provisions of Article 9(C) (d) (i) in which event such other body corporate shall be regarded for the purposes of this Article 9 as the Transferee Company (or, as the case may be, the company or companies which own the issued shares in the Transferee Company) in relation to the relevant shares.

(iv) Notwithstanding that a transfer notice may have been deemed to have been given by the Transferee Company or the trustee or trustees pursuant to any provision of this Article 9(G) the Transferee Company or the trustee or trustees may at any time prior to the despatch by the Company of the notice in writing referred to in Article 9(B) (iii) give to the Company a transfer notice naming the Original Transferor or his personal

representatives as the proposed transferee of the shares in question and in such event the procedure set out in Article 9(B) shall be suspended and shall cease to operate in relation to the deemed transfer notice upon the Original Transferor being registered as the holder of the shares in question.

- (H) All share certificates issued by the Company shall bear the legend:-

"THE RIGHT TO TRANSFER THESE SHARES IS SUBJECT TO SPECIAL RESTRICTIONS SET OUT IN THE ARTICLES OF ASSOCIATION OF THE COMPANY".

10. The Directors may in their absolute discretion and without assigning any ground or reason therefor decline to register any transfer of any share (whether fully paid up or not).

ALTERATION OF CAPITAL

11. The Company may from time to time by extraordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time the meeting proceeds to business; three members present in person or by proxy holding or representing no less than one half of the total voting rights of all the members having the right to vote at the meeting shall be a quorum.

13. (A) Questions arising at any meeting at which all members are present shall be decided by a

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majority of votes (save as provided in Article 13(B) below and that a unanimous resolution of all the members of the Company shall be required in respect of those matters referred to in Article 27(B) in respect of which a unanimous resolution of all the Directors is required at Board Meetings) but otherwise they shall be decided unanimously.

(B) Any questions arising at any meeting at which all the members are not present and which is not decided in accordance with Article 13(A) above may notwithstanding the provisions of Article 13(A) above (but save in respect of those matters referred to in Article 13(A) in respect of which a unanimous resolution of all the members is required) be decided by a majority of votes at the next subsequent general meeting convened by not less than 30 days' notice at which a quorum is present

(C) Minutes of all meetings of the Company shall be circulated by the Secretary of the Company promptly after each meeting to all the members for the time being.

14. A poll may be demanded by any member present in person or by proxy and Clause 58 in Part I of Table A shall be modified accordingly and shall be read and construed as if the words "or not carried by a particular majority" were inserted after the words "or lost".

VOTES OF MEMBERS

15. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll every member shall have one vote for each

share of which he is the holder. Provided that every member who votes against an extraordinary or special resolution shall have ten votes for each share of which he is the holder.

16. A member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed, and that person may appoint a proxy to vote on a poll on behalf of the member.

DIRECTORS

17. (A) Unless and until otherwise determined by an extraordinary resolution of the Company in general meeting the number of Directors shall be four provided that that number shall be reduced to the extent that any shareholder or shareholders fail to exercise their rights to appoint directors as hereinafter mentioned and Clause 75 in Part I of Table A shall be modified accordingly.

(B) The holders of the Shares numbered 1 to 25 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as

Director shall not at any one time be more than one.

(C) The holders of the shares numbered 26 to 50 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(D) The holders of the shares numbered 51 to 75 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

(E) The holders of the shares numbered 76 to 100 inclusive shall have the right to appoint any person to be a Director of the Company and from time to time to remove any Director so appointed and to appoint another in his place or in the place of any Director so appointed who may die or retire or be removed by resolution of the shareholders or vacate office for any other reason, provided that the number of persons appointed under this provision holding office as Director shall not at any time be more than one.

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(F) Every appointment or removal of a Director under paragraph (B) (C) (D) or (E) of this Article shall be effected by notice in writing signed by or on behalf of the shareholders making such appointment or removal and every such notice, together with the Power of Attorney, or other authority, if any, under which the same is signed or a notarially certified copy of such power or authority shall be left at or sent by post to the registered office of the Company and such notice shall take effect when it is received at the registered office of the Company.

(G) Every Director shall hold office until he is either removed pursuant to paragraphs (B) (C) (D) or (E) of this Article or by the Company in general meeting or vacates his office pursuant to Clause 88 in Part I of Table A or dies and except as provided in this Article no person shall be appointed as a Director it being declared for the avoidance of doubt that neither the Company in general meeting nor the Directors as such shall have any power to appoint any person as a Director.

18. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company and Clause 134 in Part I of Table A shall be modified accordingly.

19. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a

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fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

BORROWING POWERS

20. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock, and other securities as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

21. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part I of Table A shall be modified accordingly.

22. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Part I of Table A shall be modified accordingly.

23. The Directors may on behalf of and out of the moneys of the Company pay or provide or agree to pay or provide, in addition to any other remuneration, pensions or annuities (either revocable or irrevocable and either subject or not subject to any terms or conditions), gratuities, superannuation, sickness, benevolent, compassionate, welfare or other allowances and benefits, life or endowment assurances or other like benefits for all or any of the

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Directors who hold or have held executive office or salaried employment in the Company or in any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company or for any person or persons who may have served the Company or any such other company as aforesaid or for the widow or other dependant of any such Director or other person. The Directors shall also have power to establish and maintain, and to concur with any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company in establishing and maintaining, and to make contributions out of the Company's moneys to schemes, funds, policies or trusts (either contributory or non-contributory) for providing any benefits pursuant to the provisions of this Article. Any Director shall be entitled to receive and retain for his use any such pension, annuity, gratuity, allowance, assurance or other benefit and his right so to do shall not be affected by his being appointed or continuing in office as a Director or receiving remuneration as such after the date on or from which the same becomes payable.

DISQUALIFICATION OF DIRECTORS

24. Paragraph (D) of Clause 88 in Paragraph I of Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "is adjudicated by a Court in England and Wales or Scotland as incapable by reason of mental disorder of managing and administering his property and affairs".

PROCEEDINGS OF DIRECTORS

25. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors provided that at least 30 days' notice in writing of the meeting is given to each Director. Provided always that a meeting of the Board of Directors shall, notwithstanding that it is called by shorter notice than

that specified above, be deemed to have been duly called if it is so agreed in writing by all the directors for the time being of the Company and for the avoidance of doubt it is hereby declared that alternate directors may consent as aforesaid on behalf of the director for whom they are appointed as an alternate. The notice of meeting shall clearly indicate the place and time of the meeting and shall list in the form of an agenda all the matters to be discussed at the meeting.

26. (A) The Directors may meet together for the despatch of only that business which is listed in the notice of the meeting.

(B) The quorum necessary for the transaction of the business of the Directors shall be three.

27. (A) Save as hereinafter provided in this Article questions arising at any meeting at which all the Directors are present shall be decided by a majority of votes but questions arising at a meeting at which all the Directors are not present shall be decided unanimously.

(B) A unanimous resolution of all the Directors of the Company for the time being shall be required in respect of any of the following matters, namely any use of the name "Beatle", any decision relating in any way to the exploitation of Beatle material, any expenditure on any project in respect of which any individual member of the Company may gain any personal benefit which any of the others do not gain, any project entailing expenditure in excess of £50,000 the appointment of any chief executive and the remuneration of any individual member of the Company whether in his capacity as a Director or otherwise.

(C) Any questions arising at any meeting at which all the Directors are not present and which is not decided unanimously may notwithstanding the provisions of Article 27(A) above (but save in respect of those matters listed in Article 27(B) above in respect of which a unanimous resolution of all the Directors for the time being is required) be decided by a majority of votes at a subsequent meeting of the Directors summoned by not less than 30 days' notice and at which a quorum is present.

(D) For the avoidance of doubt it is hereby declared that the Chairman of any meeting of Directors (if appointed) shall not have a second or casting vote.

(E) The provisions of this Article shall apply save as expressly otherwise provided herein or save as otherwise unanimously agreed in writing between all the members of the Company for the time being.

28. Notice of all meetings of Directors shall be given to each Director at the address in the United Kingdom or elsewhere supplied by him to the Secretary for the purpose of the giving of notices and each Director shall be entitled to specify one other person to whom a duplicate copy of all notices shall be sent. Provided always that for this purpose notices sent by post to a Director to an address outside the United Kingdom shall be sent by air mail and service of such notice shall be deemed to be effected on the expiration of four days from the date on which the letter envelope or wrapper containing the same is put into the post.

29. Any such resolution in writing as is referred to in Clause 106 Part I of Table A may consist of several documents in the like form each signed by one or more of the

Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Part I of Table A shall be modified accordingly.

30. No person shall become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

ALTERNATE DIRECTORS

31. (A) Any Director may at any time appoint any person (including another Director) to be an alternate Director of the Company and may at any time remove any alternate Director so appointed by him.
- (B) Any alternate Director so appointed shall be subject to the provisions of these presents with regard to Directors.
- (C) An alternate Director shall be entitled to receive notices of all meetings of the Directors, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director in the absence of such appointor and the appointor shall be deemed to be present at any meeting at which his alternate is present. The Director appointing an alternate Director shall remain entitled to receive notices of all meetings of the Directors.

(F) All appointments and removals of alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the registered office of the Company.

CAPITALISATION OF PROFITS

35. Clause 129 of Part I of Table A shall be read and construed as if the words "or to ignore fractions altogether" were inserted after the words "or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions".

NOTICES

36. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address. Where a notice or any other document is served by post, service shall be deemed to be effected on the day on which the letter, envelope or wrapper containing the same is put into the post, except that any notice or other document served by post on any member at an address outside the United Kingdom, shall be despatched by air mail post and service shall be deemed to be effected on the expiration of four days from the date on which the letter, envelope or wrapper containing the same is put into the post for transmission by air mail. In proving service under this Article it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or other document was properly addressed and put into the post as a prepaid letter.

37. Clause 134 in Part I of Table A shall be read and construed as if the words "except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them" were omitted from paragraph (a) thereof.

38. Every notice calling a general meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to members in regard to their right to

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appoint proxies, and all notices and other communications relating to a general meeting which any member is entitled to receive shall also be sent to the Auditors for the time being of the Company and to the Directors and alternate Directors (if any) of the Company.

WINDING UP

39. Clause 135 in Part I of Table A shall be read and construed as if the words "with the like sanction" were inserted immediately before the words "determine how such division", and the word "members" was substituted for the word "contributories".

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

OSCAR ALBERT BEUSELINCK
19 Ludgate Hill
EC4

Solicitor

WALTER THOMAS STRACH
23 Albemarle Street
London
W1

Accountant

DATED the 22nd day of May 1963

WITNESS to the above signatures:-

W.T. STOCKLER
19 Ludgate Hill
EC4

Solicitor's Clerk

Notice of claim to extension of period allowed for laying and delivering accounts — overseas business or interests

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Pursuant to section 244 of the Companies Act 1985
as inserted by section 11 of the Companies Act 1989

To the Registrar of Companies
(Address overleaf)

Company number

764797

Name of company

* APPLE CORPS LIMITED

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending] ~~which ended on~~†

Day Month Year

3 1 0 1 1 9 9 4

for STANDBY FILMS LIMITED

Signed

Designation: Secretary

Date

17th Aug '93

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

Presenter's name address
telephone number and reference (if any):

ERNST & YOUNG
ROLLS BUILDING
FETTER LANE
LONDON EC4A 1NH

Ref: OMBS/RJH/SL
Tel: 071 928 2000

For official use
D.E.B.

