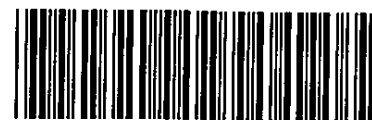


Shareholder Resolution

Company No **05506878**

THURSDAY



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10/02/2011

COMPANIES HOUSE

24

THE COMPANIES ACT 1985, 1989 and 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

of

RECORDSTORE.CO.UK LIMITED

(the "Company")

We, the undersigned, being all the members of the Company who at the circulation date of these resolutions have for the time being the right to attend and vote at general meetings of the Company, hereby resolve in accordance with Chapter 2 of Part 13 of the Companies Act 2006 (as amended) as follows and agree that the following resolutions shall for all purposes be as valid and effective as if they had been passed as Special Resolutions at a General Meeting of the Company duly convened and held:

- 1 **THAT** the terms of the following documents in substantially the form available for inspection by the shareholders of the Company, and the execution and performance by the Company be approved and that the directors of the Company, notwithstanding any personal interests, be authorised and instructed to cause the execution and delivery of the following documents in the form available for inspection by the shareholders of the Company with such amendments thereto as they shall in their absolute discretion think fit
- 1 1 the following accession letters
 - (i) an accession letter whereby the Company will accede to a £1,175,000,000 senior facilities agreement dated 13 August 2007 with Citigroup Global Markets Limited as Mandated Lead Arranger, Citibank International Plc as Agent and Citibank, N A , London Branch as Issuing Bank and Security Agent pursuant to which the Lenders (as defined therein) agree to provide certain credit facilities (as amended, supplemented, novated, extended, restated or varied from time to time) (the "**Senior Facilities Agreement**") and agree to be bound by its terms as a guarantor (the "**Senior Accession Letter**"),
 - (ii) an accession letter whereby the Company will accede to a £155,000,000 mezzanine facility agreement dated 13 August 2007 with Citigroup Global Markets Limited as Mandated Lead Arranger, Citibank International Plc as Agent and Citibank, N A., London Branch as Security Agent pursuant to which the Lenders (as defined therein) agreed to provide a term loan facility (as amended, supplemented, novated, extended, restated or varied from time to time) (the "**Mezzanine Facility Agreement**") and agree to be bound by its terms as a guarantor (the "**Mezzanine Accession Letter**"), and

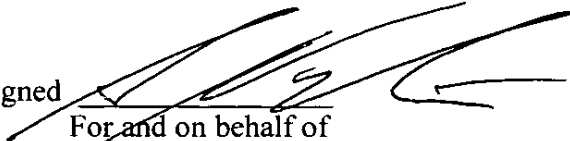
- (iii) an accession letter whereby the Company will accede to a £1,410,000,000 securitisation bridge facility agreement dated 13 August 2007 with Citigroup Global Markets Limited as Mandated Lead Arranger, Citibank International Plc as Agent and Citibank, N A., London Branch as Security Agent pursuant to which the Lenders (as defined therein) agreed to provide a term loan facility (as amended, supplemented, novated, extended, restated or varied from time to time) (the “**Securitisation Bridge Facility Agreement**” and together with the Senior Facilities Agreement and the Mezzanine Facility Agreement, the “**Facilities Agreement**”) and agree to be bound by its terms as a guarantor (the “**Securitisation Accession Letter**” and together with the Senior Accession Letter and the Mezzanine Accession Letter, the “**Accession Letters**”),
- 1 2 a deed of accession and charge to be made between the Company and Citibank N A London Branch as Security Agent (the “**Deed of Accession**”) pursuant to the terms of which the Company will accede to an English law governed debenture dated 30 August 2007 (as amended, supplemented, novated, extended, restated or varied from time to time) (the “**Debenture**”) and made between, amongst others, Maltby Acquisitions Limited (formerly known as Maltby Limited) and Citibank, N A., London Branch as Security Agent whereby the Company will create fixed and floating charges over all or substantially all of its assets and undertake in favour of Citibank, N A., London Branch as Security Agent (for the Lenders) as security for the payment and discharge of all obligations of the Obligor under the Finance Documents,
- 1 3 a security agreement in favour of Citibank, N A , London Branch (in its capacity as Security Agent for the Finance Parties)(as defined in the Intercreditor Agreement)(the “**Security Agreement**”) whereby the Company will create fixed and floating security over certain assets (comprising certain types of copyright assets and certain related copyright receivables, as more particularly described and on the terms and conditions provided therein),
- 1 4 a deed of trust (the “**Trust**”) whereby a trust is declared for the benefit of the Company in respect of certain trust assets (comprising certain types of copyright assets and certain related copyright receivables as more particularly described and on terms and conditions provided therein),
- 1 5 a security power of attorney (the “**Security Power of Attorney**”) whereby a power of attorney is granted in favour of the Company, as more particularly described and on terms and conditions provided therein,
- 1 6 a deed of accession to be made between the Company and Citibank, N A , London Branch as Security Agent (the “**Intercreditor Accession Letter**”) to an intercreditor agreement dated 30 August 2007 made between, amongst others, Maltby Acquisitions Limited (formerly known as Maltby Limited), the Agent, the Security Agent, the Lenders, the Ancillary Lenders and the Hedge Counterparties (each as defined therein) (as amended, supplemented, novated, extended, restated or varied from time to time) (the “**Intercreditor Agreement**”) pursuant to which the Company will agree to be bound by the terms of the Intercreditor Agreement as an obligor, intercompany lender and intercompany borrower; and

- 17 a formalities certificate (the “**Formalities Certificate**”) pursuant to which the certifications referred to therein are made by a director of the Company as a condition precedent to the Facilities Agreements

(the Facilities Agreements, the Accession Letters, the Deed of Accession, the Security Agreement, the Trust, the Security Power of Attorney, the Intercreditor Accession Letter and the Formalities Certificate together referred to as the “**Documents**”)

- 2 The Articles of Association of the Company be amended so as to disapply article 17 and regulations 24-26 of Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985
- 3 The execution and performance by the Company of the Documents to which it is a party are in the best interests of and to the benefit of the Company and promotes the success of the Company for the benefit of its members as a whole, and the approval for the Company to enter into and perform the Documents to which it is a party is given

Signed



For and on behalf of

DIGITAL STORES LIMITED

Date 2 November 2010

NOTES

1. The Documents were available for inspection
2. Please indicate your approval of this resolution by signing this document above your name and dating it below the resolution and returning it to the Company using one of the following methods.

By **hand**: delivering the signed copy to Roisin Thomas, EMI Music, 27 Wrights Lane, London W8 5SW

By **post**: returning the signed copy by post to Roisin Thomas, EMI Music, 27 Wrights Lane, London W8 5SW

If you do not agree with the resolution, you do not need to do anything you will not be deemed to agree if you fail to reply.

3. Once you have indicated your agreement to a resolution, you may not revoke your agreement
4. Where, within 28 days of the day of circulation of this resolution, insufficient agreement has been received for the resolution to pass, the resolution will lapse. If you agree to the resolution, please ensure that your agreement reaches us within 28 days of the day of circulation of this resolution
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

CERTIFIED A TRUE COPY OF
THE ORIGINAL

ARTICLES OF ASSOCIATION

For and on behalf of
TMF CORPORATE ADMINISTRATIONOF
RECORDSTORE.CO.UK LIMITED SERVICES LIMITED(As amended by Written Resolution dated 2 November 2010)
Authorised Signatory

Secretary

PRELIMINARY

1 Subject as hereinafter provided, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Table A to F) (Amendments) Regulations 1985 (hereinafter referred to as "Table A"), subject to the additions, exclusions and modifications hereinafter expressed shall constitute the Articles of Association of the Company¹

SHARE CAPITAL

2 The Directors of the Company may (subject to regulations 3 and 4(1) below and section 80 of the Act) allot grant options over, or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Act) in the Company on such terms and conditions as they think proper

3 The Directors of the Company are generally and unconditionally authorised during the period of five years from the date of incorporation of the Company to allot, grant rights to subscribe for or convert securities into shares in relation to the original shares in the authorised share capital of the Company to such persons at such times and on such terms and conditions as they think fit, subject to the provisions of section 80 of the Act

4 (i) The shares comprised in the initial allotment by the Company shall be at the disposal of the Directors as they think proper but, unless otherwise determined by Special Resolution of the Company in General Meeting, any relevant securities shall, before they are allotted on any terms to any person, be first offered on the same or more favourable terms to each person who holds shares in the Company in proportion as nearly as possible to the nominal value of the existing shares held by them. Such offer shall be made by notice in writing specifying the number of shares to which the Member is entitled and the period, being not less than twenty one days, within which the offer, if not accepted, shall be deemed to have been declined. After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such securities as have not been taken up in such manner as they think proper. The Directors may, in like manner, dispose of any such securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided. The provisions of this paragraph shall have effect only insofar as they are not inconsistent with section 80 of the Act

(ii) In accordance with section 91(1) of the Act, section 89(1) and sections 90(1) to (6) (inclusive) of the Act shall not apply to the Company

LIEN

5 (i) The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) payable at a fixed

¹ The Articles of Association of the Company be amended so as to disapply article 17 and regulations 24-26 of Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by Companies (Tables A to F) (Amendment) Regulations 1985

time or called in respect of that share. The Company shall also have a first and paramount lien on every share (whether or not it is a fully paid share) standing registered in the name of any Member solely or registered in the names of two or more joint holders for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

(ii) Regulation 8 of the Table A shall not apply to the Company.

NOTICE OF GENERAL MEETINGS

6 (i) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a person as a Director shall be called by at least twenty one clear day's notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice of it is so agreed.

(a) In the case of an Annual General Meeting, by the Members entitle to attend and vote thereat; and

(b) In the case of any other Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety five percent, in nominal value of the shares giving that right.

(ii) The notice shall specify the time and place of the Meeting and in the case of special business only the general nature of the special business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(iii) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of account, balance sheets and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of the Auditors

(iv) Subject to the provisions of articles and to any restrictions imposed on any shares, all notices of and any other communications relating to any General Meetings of the Company or of separate General Meetings of the holders of any class of share capital of the Company shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a Member and to the Directors and Auditors of the Company for the time being

(v) Regulation 38 of Table A shall not apply to the Company

PROCEEDINGS AT GENERAL MEETING

7.(i) No business shall be transacted at any Meeting unless a quorum is present at the time the Meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum unless there be only one member in which case one member shall be a quorum and Table A shall be modified accordingly.

(ii) If such a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine. If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, such adjourned Meeting shall be dissolved.

(iii) Regulations 40 and 41 of Table A shall not apply to the Company

DIRECTORS

8 (i) Unless otherwise determined by the Company in General Meeting, the number of the Directors (other than Alternate Directors) shall not be less than one but shall not be subject to a maximum number. If and so long as the minimum number of Directors shall be one, a sole Director may exercise all authorities and powers which are vested in the Directors by Table A and by these articles. Regulation 89 of Table A shall be modified accordingly.

(ii) Regulation 64 of Table A shall not apply to the Company.

APPOINTMENT AND REMOVAL OF DIRECTORS

9. The first Directors shall be named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act.

10. No person shall be appointed a Director at any General Meeting unless

(a) he is recommended by the directors, or

(b) not less than fourteen nor more than thirty clear days before the date appointed for the General Meeting, notice executed by a member qualified to vote at the General Meetings has been given to the Company of the intention to propose a person for appointment together with notice executed by that person of his willingness to be appointed

11 Subject to regulation 10 above, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or an additional director

12 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

13. The Directors shall be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

DIRECTORS GRATUITIES AND PENSIONS

14.(i) The powers of the Company set out in Clause 3(J) of the Memorandum of Association may be exercised by the Directors of the Company

(ii) Regulation 87 of Table A shall not apply to the Company

PROCEEDINGS OF DIRECTORS

15.(i) A Director may vote as a Director in regard to any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or, if otherwise so entitled, at any General Meeting of the Company at which any such contract or arrangement is proposed or considered, and if he shall so vote, his vote shall be counted.

(ii) Regulations 94 to 96 (inclusive) of Table A shall not apply to the Company.

SECRETATRY

16 The Secretary or Joint-Secretary of the Company shall be named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act.

17 The Directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share, and no reason for the refusal to register the aforementioned transfer need be given by the Directors. The first sentence of regulation 24 of Table A shall not apply to the Company.

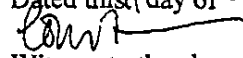
NAME AND ADDRESS OF
SOLE SUBSCRIBER

Digital Stores Limited
Unit 5
Waldo Road
London
NW10 6AW



Director
Digital Stores Limited

Dated this 1 day of July 2005


Witness to the above signatures

Print Name CONSTANTINA NICOLAOU

Address

NICOLAOU

Occupation

SOLE PROPRIETOR
DIGITAL STORES LIMITED
UNIT 5
WALDO ROAD
LONDON NW10 6AW