

Registered number 06812939

SATURDAY



**THE COMPANIES ACTS 1985-2006  
COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION OF  
LIONESS RECORDS LTD  
("the Company")**

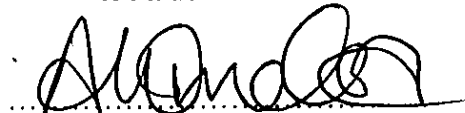
I the undersigned, being the sole member of the Company for the time being entitled to receive notice attend and vote at a General Meeting of the Company hereby pass the following Resolutions by way of a written resolution of the Company and agree the said Resolutions be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

**RESOLUTIONS**

1. THAT the authorised ordinary share capital of the Company be reclassified as follows:-
  - 1.1 Two (2) of the unissued ordinary shares of £1 each in the capital of the Company be reclassified as two (2) "B" Shares of £1 each having the rights and restrictions as set out in the new articles of association of the Company to be adopted pursuant to Resolution 2 below.
2. THAT the regulations contained in the printed document attached to these resolutions and initialled by the undersigned be and are hereby adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.
3. With effect from the time of passing of this resolution the Directors be and they are hereby generally and unconditionally authorised, notwithstanding anything to the contrary in the articles of association of the Company to exercise all the powers of the Company to allot "B" Shares in the capital of the Company up to an aggregate nominal amount of £2 provided that this

authority shall expire 1 month from the date of my signature hereto save that the Company may before such expiry make an offer or arrangement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired.

4. I, the undersigned, hereby generally and unconditionally waive any pre-emption rights to which I may be entitled whether pursuant to the articles of association of the Company or otherwise insofar as required to permit two (2) "B" Shares of £1 each in the Company to be allotted at par to the persons set out in schedule 1 hereto so that the shareholding in the Company after such allotment shall be as set out in schedule 2 hereto provided that such allotment is made within 1 month from the date hereof.



AMY WINEHOUSE

Witnessed by:   
Witness Signature

Name: VIOLETTA KASSAPIS  
Print Witness Name

Dated: 15<sup>th</sup> February 2009

#### SCHEDULE 1

Mitchell Winehouse  
Janis Holly Winehouse

#### SCHEDULE 2

Amy Jane Winehouse	100 Ordinary Shares
Mitchell Winehouse	1 B Share
Janis Holly Winehouse	1 B Share

**Company No. 06812939**

**THE COMPANIES ACTS 1985 AND 2006  
PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION  
OF  
LIONESS RECORDS LTD**

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THE COMPANIES ACT 1985 TO 2006  
PRIVATE COMPANY LIMITED BY SHARES  
NEW  
ARTICLES OF ASSOCIATION  
of  
LIONESS RECORDS LTD

(adopted by written resolution passed on 2009)

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**1 Introduction**

The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as subsequently amended for private companies limited by shares and as in force at the date of adoption of these Articles (**Table A**) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.

**2 Definitions and interpretation**

**2.1** In these Articles, unless the context otherwise requires:

**Act** means the Companies Act 1985 (as amended) to the extent in force from time to time, and the Companies Act 2006 (as amended) to the extent in force from time to time;

**Board** means the board of directors of the Company or the directors present at a duly convened quorate meeting of the board;

**"B" Shares** means the "B" ordinary shares of £1 each in the capital of the Company;

**"B" Shareholders** means the holders for the time being of "B" Shares;

**Business Day** means any day which is not a Saturday, a Sunday or a bank or public holiday in England;

**Deemed Transfer Notice** has the meaning given in Article 11.2;

**Ordinary Shares** means the ordinary shares of £1 each in the capital of the Company;

**Ordinary Shareholders** means the holders for the time being of Ordinary Shares;

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**share** means a share in the capital of the Company of whatever class and references to **shares** shall be construed accordingly;

**Shareholder** means any registered holder of shares for the time being;

2.2 In these Articles, unless the context otherwise requires:

- (a) references to **Regulations** are to regulations in Table A;
- (b) use of the singular includes the plural and vice versa, and use of any gender includes the other genders;
- (c) a reference to a person is deemed to include a corporation, a partnership and other body or entity; and (in each case) vice versa;
- (d) any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force;
- (e) words and expressions defined in or for the purposes of the Act or Table A have the same meanings in these Articles unless the context otherwise requires; and
- (f) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.

### 3 Table A

Regulations 29, 30, 31, 73 to 77 (inclusive), 80 and 94 to 98 (inclusive) of Table A shall not apply to the Company.

### 4 Share capital

- 4.1 The authorised share capital of the Company at the date of adoption of these Articles is £1,000 (one thousand pounds) divided into 998 (nine hundred and ninety-eight) Ordinary Shares and 2 (two) "B" Shares.
- 4.2 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 4.3 The Ordinary Shares and the "B" Shares shall be separate classes of shares and shall have the rights and restrictions as set out in these Articles.

### 5 Share rights

The Ordinary Shares and the "B" Shares shall have the following rights and be subject to the following restrictions:

#### 5.1 Income

- (a) The profits which are determined by the Company to distribute and which are available for distribution (including retained distributable profits) shall be distributed amongst the Ordinary Shareholders only.

- (b) The "B" Shares confer no rights to any dividend or otherwise to participate in the profits of the Company.

## 5.2 Voting

- (a) The holders of the Ordinary Shares shall be entitled to receive notice of and to attend, speak and vote at any general meeting of the Company. The holders of Ordinary Shares who (being individuals) are present in person or by proxy or (being corporations) are present by duly authorised representative or by proxy shall, on a show of hands, have one vote each and, on a poll, have one vote for each Ordinary Share of which he is the holder.
- (b) Save as set out below, the "B" Shares shall not entitle the holders of such shares to receive notice of or attend (either in person or by proxy), or to vote at any general meeting of the Company.
- (c) Notwithstanding the provisions of Article 5.2(b) above a "B" Shareholder shall be entitled to receive notice of and attend (either in person or by proxy) and to vote at any general meeting of the Company at which at least one of the following resolutions are proposed and for the purposes set out below shall have such number of votes as exceeds by one vote the number of votes required to be cast whether on a show of hands or a poll or a resolution in writing:
  - (i) To pass a resolution for the appointment as a director of himself/herself only and no other person.
  - (ii) To defeat a proposal for a resolution for the removal from office as a director of him or her; or
  - (iii) To defeat a proposal for a resolution for the deletion or alteration of this Article or the cancellation or alteration of these Articles or any other act which would have the same or a similar effect.

## 5.3 Capital

In the event of a winding up of the Company or upon a reduction or return of capital, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of such winding up or reduction or return of capital shall be applied in the following manner and order of priority:

- (a) firstly, in paying to the Ordinary Shareholders the amount paid up or credited as paid up on each such share (including the premium (if any));
- (b) secondly, in paying to the "B" Shareholders the amount paid up or credited as paid up on each such share (excluding the premium (if any)); and
- (c) lastly, the balance (if any) of any surplus assets shall belong to and be distributed amongst the Ordinary Shareholders only *pari passu* and in proportion to the nominal amounts paid up or credited as paid up on such shares (excluding the premium at which such shares were issued) held by them respectively. The "B" Shareholders shall not have any entitlement to any surplus assets.

## 5.4 Approvals

No Shareholder or director of the Company shall be entitled to undertake or authorise any of the following actions in relation to or on behalf of the Company without the approval of every Ordinary Shareholder and one (1) B Shareholder who is not also an Ordinary Shareholder (unless all the B Shares in issue are held by Ordinary Shareholders in which case no approval by a B Shareholder will be required):

- (a) Appoint any new director of the Company;
- (b) Appoint or nominate (whether under a power of attorney or otherwise) any person to act as an alternate director, and Regulation 65 shall be deemed amended accordingly;
- (c) Make any alteration or amendment to the mandate applicable to the Company's bank account or accounts from time to time;
- (d) Amend, vary, add to, cancel or replace the articles of association of the Company in force from time to time or any part thereof;
- (e) Allot, issue or grant any securities or options over any unissued shares;
- (f) Grant any loan, guarantee or indemnity in favour of a third party;
- (g) Engage any employee, consultant or agent on behalf of the Company;
- (h) Make any payment to a Shareholder or a connected person of any Shareholder;
- (i) Make any specific payment to a specific beneficiary from the Company's account which any Shareholder has notified to Company in writing and in advance that he/she does not wish the Company to make;
- (j) Distribute any profits of the Company by way of a dividend.

## **5.5 Directors**

Each "B" Shareholder shall be entitled at any time by written notice to the Company to appoint himself/herself (but no other person) as a director of the Company.

## **6 Variation of class rights**

- 6.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of all the holders of the issued shares of that class. Further the rights attached to the "B" Shares cannot be varied or abrogated without the consent in writing of all the Ordinary Shareholders.

## **7 Issue of shares**

- 7.1 Subject to Article 5.4 and to the remaining provisions of this Article 7, all unissued shares in the Company shall be under the control of the directors and they may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued shares in the Company to such persons (including the directors themselves) and generally on such terms, in such manner and at such times as they may determine provided that no shares shall be issued at a discount.

- 7.2 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.
- 7.3 The maximum nominal amount of relevant securities which may be allotted under the authority conferred on the directors by this Article 7 shall be the nominal amount of the unissued share capital at the date of adoption of these Articles or such other amount as may from time to time be authorised by the Company in general meeting. The authority conferred on the directors by this Article shall remain in force for a period of five years from the date of adoption of these Articles but:
- (a) such authority may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act;
  - (b) the directors may make an offer or agreement which would or might require relevant securities to be allotted after the expiry of such authority (and the directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired).

## **8 Share certificates**

Regulation 6 shall apply as if the words "or executed by the Company and signed by a director and secretary of the Company or by two directors of the Company" were inserted after the word "seal" in the second sentence of that Regulation.

## **9 Lien**

The lien conferred by Regulation 8 shall attach to all shares of any class, whether fully paid or not, and to all shares registered in the name of any Shareholder for all money presently payable by him or his estate to the Company, whether he is the sole registered holder or one of two or more joint holders. Regulation 8 shall be modified accordingly.

## **10 Restrictions on share transfers**

No member shall dispose of any of the shares registered in his name or any interest in any of such shares, or right attaching to any of such shares, or renounce or assign any right of his to receive or subscribe for any share (except as may be required in pursuance of his obligations under these Articles) or create or permit to exist any option over any shares to which he may be entitled or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things in any circumstances except:

- (i) with the prior written agreement or with the prior written consent of each of the Ordinary Shareholders and the "B" Shareholders; or
  - (ii) as required in accordance with Article 11;
- 10.2 The Company shall promptly register any duly executed and stamped transfer of shares which is made in accordance with these Articles.
- 10.3 For the purpose of ensuring that a transfer of shares is in accordance with these Articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably request as being necessary or relevant for such purpose. If such information or evidence is not furnished to the reasonable satisfaction of the directors within a



period of 28 (twenty eight) days after such request, the directors shall be entitled, in their absolute discretion, to refuse to register the transfer in question.

- 10.4 The directors may refuse to register a transfer if it is a transfer of a share to a bankrupt, a minor or a person of unsound mind.
- 10.5 If a "B" Shareholder transfers or purports to transfer a share otherwise than in accordance with these Articles, he will be deemed immediately to have served a Deemed Transfer Notice (as defined below) in respect of all shares held by him.
- 10.6 Any transfer of a share which is made or required to be made under Article 11 shall be deemed to include a warranty that the transferor sells with full title guarantee.

## **11 Compulsory transfers**

- 11.1 In this Article 11, a **Transfer Event** means, in relation to any "B" Shareholder (but not, for the avoidance of doubt, any Ordinary Shareholder):
- (i) becoming bankrupt; or
  - (ii) dying or becoming permanently incapacitated due to ill health or injury; or
  - (iii) suffering from mental disorder and being admitted to hospital or becoming a patient for any purpose of any enactment relating to mental health; or
  - (iv) upon service of a written notice from all the Ordinary Shareholders, provided that no such notice may be served prior to 31<sup>st</sup> January 2014 (any notice purportedly served prior to such date shall be void).
- 11.2 Upon the happening of any Transfer Event, the "B" Shareholder in question shall be deemed to have immediately given a transfer notice in respect of all the "B" Shares then held by him (a **Deemed Transfer Notice**).
- 11.3 Once served or deemed to be served, a Deemed Transfer Notice shall constitute an irrevocably offer by the "B" Shareholder to sell and transfer to the Ordinary Shareholders all "B" Shares held by such person at par value, which offer may be accepted by the Ordinary Shareholders at any time after the Transfer Event by notice to the Company (and if accepted by more than one Ordinary Shareholder the "B" Share in question shall be held equally between the Ordinary Shareholders).
- 11.4 If a "B" Shareholder fails to transfer any "B" shares when required pursuant to this Article 11, the Ordinary Shareholders may authorise any person (who shall be deemed to be the attorney of the "B" Shareholder for the purpose) to execute the necessary transfer of such "B" Shares and deliver it on the "B" Shareholder in question's behalf. The Company may receive the purchase money for the "B" Shares from the Ordinary Shareholders and shall upon receipt of the duly stamped transfer, register the Ordinary Shareholder(s) as the holder of those "B" Shares. The Company shall hold the purchase money on trust for the vendor. The Company's receipt for the purchase money shall be a good discharge to the Ordinary Shareholders. After the name of the Ordinary Shareholder(s) has been entered in the register of members in purported exercise of the power conferred by this Article 11.4, the validity of that exercise shall not be questioned by any person.

## **12 General meetings**

- 12.1 Regulation 41 shall be modified by the insertion at the end of that Regulation of the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those members present shall constitute a quorum."
- 12.2 A poll may be demanded at any general meeting by the Chairman of the meeting or by any member present in person or by proxy. Regulation 46 shall be modified accordingly.
- 12.3 The Chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 shall be modified accordingly.
- 12.4 A resolution in writing in accordance with Regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary.
- 12.5 Subject to any rights or restrictions attached to any shares and to any other provisions of these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.
- 12.6 Regulation 62 shall apply as if:
- (a) the words "not less than forty-eight hours" in each of paragraphs 62(a) and 62(aa) were deleted and replaced by the words "at any time"; and
  - (b) paragraphs 62(b) and (c) were deleted and replaced with the words:
    - "(b) in the case of a poll taken after the date of the meeting or adjourned meeting, to be deposited or received as aforesaid at any time before the time appointed for the taking of the poll"; and
  - (c) the words "Any valid appointment of a proxy shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting" were inserted at the end of that Regulation.

## **13 Number of directors**

The number of directors shall not be less than two (2) nor more than three (3). Regulation 64 shall not apply.

## **14 Proceedings of directors**

- 14.1 The quorum for the transaction of business of the Board shall be two (2) directors, unless there shall then be less than two (2) directors of the Company appointed in which case the quorum shall be one (1) director.
- 14.2 Any director may validly participate in a meeting of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group

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of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.

14.3 The chairman of the Board shall not have a second or casting vote at a meeting of the Board. The fifth sentence of Regulation 88 shall not apply.

14.4 Regulation 88 shall be modified by the deletion of the third sentence of it.

14.5 Subject to disclosure under section 317 of the Act, a director may vote at any meeting of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company. Regulations 94 and 95 shall not apply.

14.6 Subject always to the Shareholders approval rights conferred under Article 5.4, 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.

#### **15 Alternate directors**

Notwithstanding any provision of these Articles to the contrary, no director may appoint any person to be his or its alternate director and the appointment of an alternate director shall require approval by all the Shareholders. Regulation 65 of Table A shall be modified accordingly.

#### **16 Retirement of directors**

Directors shall not be required to retire by rotation. Regulations 67 and 78 shall be modified accordingly. Regulations 73 to 77 (inclusive), the second and third sentences of Regulation 79, Regulation 80 and the last sentence of Regulation 84 shall not apply.

#### **17 Execution of documents**

Any instrument expressed to be executed by the Company and signed by two directors or by one director and the Company secretary shall (to the extent permitted by the Act) have effect as if executed under seal.

#### **18 Notices**

18.1 Regulation 111 shall apply as if the words "(including any consent, approval or other document)" were inserted after the words "Any notice" in the first sentence of that Regulation.

18.2 Notices given by a company under these Articles may be signed on its behalf by an officer of the company or by its duly appointed attorney. Notices to the Company shall be sent to its registered office address, marked for the attention of the Company secretary.

18.3 Regulation 112 shall apply as if the words "first class" were inserted after the word "prepaid" in the first sentence of that Regulation and as if the words "or (in the case of a registered address outside the United Kingdom) by airmail in a prepaid envelope" were inserted after the words "sending it by post in a prepaid envelope" and as if the words "but otherwise no such member shall be entitled to receive any notice from the Company" were deleted.

*How*

18.4 A notice shall be deemed to have been duly given:

- (a) if by personal delivery, when delivered;
- (b) if by pre-paid post, two Business Days after dispatch if sent to an address in the United Kingdom;
- (c) if by pre-paid airmail, five Business Days after dispatch if sent to an address outside the United Kingdom; or
- (d) if by fax, at the time of successful transmission.

18.5 Regulation 115 shall apply as if the last sentence was deleted and replaced with the words "In proving service of a notice sent by fax, it shall be sufficient to prove that the relevant communication was properly sent." Regulation 116 shall apply as if the words "within the United Kingdom" were deleted.

## 19 Indemnity

- 19.1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director, alternate, secretary or other officer of the Company shall be entitled to be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs. Regulation 118 shall be extended accordingly.
- 19.2 The directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.