

Company number 5472663

SPECIAL RESOLUTION

OF

Mobstar Media Limited (Company)

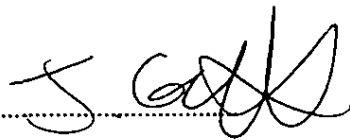
Passed on 1 July 2009

The following resolution was duly passed as a special resolution on 1 July 2009 by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

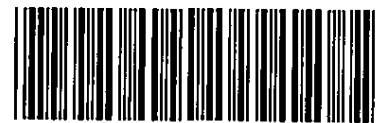
THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

Signed.....



Director

TUESDAY



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14/07/2009

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COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF MOBSTAR MEDIA LIMITED

(Adopted by written special resolution passed on 1 July 2009).

1. PRELIMINARY

- 1.1 The regulations constituting 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 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles as they relate to a private company limited by shares (Table A) shall apply to Mobstar Media Limited (the Company) except in so far as they are excluded or varied by these articles.
- 1.2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits.
- 1.3 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 73-78, 84-86, 94-97 and 118 of Table A do not apply to the Company.
- 1.4 The Company is a private company and no shares or debentures of the Company may be offered to the public.
- 1.5 Acts means the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to adoption of these Articles.

2. SHARE CAPITAL

- 2.1 The share capital of the Company is £20,000 divided into 1,000,000 Ordinary Shares of £0.01 each ('Ordinary Shares') and 1,000,000 Ordinary 'B' Shares of £0.01 each ('B' Shares').
- 2.2 Except as provided by these articles of association the Ordinary Shares and the 'B' Shares shall rank *pari passu* in all respects save that the holders of the 'B' Shares shall not be entitled to receive notice of or attend or vote at any general meetings of the Company.

2.3 Subject to the Acts and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.

2.4 In accordance with and subject to the Acts the Company may:

- (a) issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
- (b) purchase its own shares (including any redeemable shares);
- (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

3. LIEN

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company 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.

4. TRANSFER OF SHARES (PERMITTED TRANSFERS)

4.1 Notwithstanding the provisions of article 5 (Pre-emption):

(a) any member may at any time transfer any Share to a Family Member over the age of 18 or to the trustees of a Family Trust;

(b) any member who is a trustee of a Family Trust may at any time transfer any Share to:

(i) the new or remaining trustees of the Family Trust upon any change of trustees; and

(ii) any persons (being a Family Member of a member or of a former member who has previously transferred some or all of his Shares in accordance with article 4.1 (a)) on their becoming entitled to the same under the terms of the Family Trust;

(c) any member may with the prior written consent of the holders of not less than 51% of the Ordinary Shares for the time being in issue transfer any Share to any person who is a member of the Company.

(d) any member holding Shares as a result of a transfer made after the date of the adoption of these articles by a person in relation to whom such member was a permitted transferee under the provisions of this article may at any time transfer any Share to the person who originally transferred such Shares (or to any other permitted transferee of such original transferor); and

(e) any member may transfer any Shares with the prior written consent of the holders of not less than 75% in nominal value of the equity share capital then in issue.

4.2 The Company shall be obliged to register any transfer made pursuant to the above provisions.

4.3 In these articles:

(a) 'Family Member' means the spouse, widow or widower, parents or siblings of the member and the children and grandchildren (including step and adopted children and their issue) of any such persons.

(b) 'Family Trust' means a trust which only permits the settled property or the income therefrom to be applied for the benefit of:-

(i) the settlor and/or any Family Member of that settlor; or

(ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities);

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the settlor or any Family Members of the settlor. For the purposes of this definition "settlor" includes a testator or an intestate in relation to a family trust arising respectively under a testamentary disposition or an intestacy of a deceased member.

(c) 'Share' or 'Shares' (in this articles 4) means and refers only to an Ordinary share or Ordinary Shares and article 4 does not apply to 'B' Shares.

5 TRANSFER OF SHARES (PRE EMPTION)

5.1 Except in the case of a transfer pursuant to article 4 (Permitted Transfers) a member who wishes to transfer any Shares or any interest in Shares (including for this purpose the assignment of the beneficial interest in or the creation of any charge or other security interest over such Share or the renunciation or assignment of any right to receive or subscribe for such Share) (Seller) shall give notice in writing of such wish to the Company (Transfer Notice). Each Transfer Notice shall:

(a) relate to one class of Shares only;

(b) specify the number and class of Shares which the Seller wishes to transfer (**Sale Shares**);

(c) specify the price per Share at which the Seller wishes to transfer the Sale Shares (**Sale Price** and references to Sale Price in this article 5 shall mean the price so specified or, if different, the price certified by the Valuers in accordance with the provisions of article 5.3), and

(d) not be varied or cancelled except as provided in this article 5.

- 5.2 The Seller may provide in the Transfer Notice that unless buyers are found for all or not less than a specified number of the Sale Shares, he shall not be bound to transfer any of such Shares (**Minimum Transfer Condition**) and any such provision shall be binding on the Company unless waived by the Seller in accordance with article 5.9. Notwithstanding the other provisions of this article, if the Transfer Notice contains a Minimum Transfer Condition the Company may not make any allocation of Sale Shares unless and until it has found buyers for the minimum number specified in the Minimum Transfer Condition.
- 5.3 The Transfer Notice shall constitute the Company as agent of the Seller for the sale of the Sale Shares to members holding Shares (irrespective of class) other than the Seller (**Offerees**) at the Sale Price provided that if the directors do not consider the Sale Price constitutes a fair price they shall (within 21 days of receiving the Transfer Notice or such longer period as the directors and the Seller may agree) instruct the auditors of the Company or, if no auditors are appointed the reporting accountants for the time being of the Company (**Valuers**) to certify in writing the fair value of the Sale Shares as between a willing seller and a willing buyer. The Valuers shall act as experts and not as arbitrators in determining such fair value and their certificate as to the Sale Price shall be final and binding on the Seller who shall bear the cost of the valuation. The Seller shall be entitled to revoke the Transfer Notice within 7 days of receiving the Valuer's certificate.
- 5.4 The directors may, within 21 days of receipt of the Transfer Notice or, if later, of receipt of the Valuer's certificate, resolve that all (but not some only) of the Sale Shares shall be purchased by the Company subject to and in accordance with the provisions of the Act(s) in which event the directors shall promptly seek the requisite consent of the members for such purchase and do all such acts and things as may be necessary to complete such purchase as soon as reasonably practicable (and the provisions of article 5.11 shall apply. If, for any reason, the Company is unable to complete the purchase of the Sale Shares the following provisions of this article 5 shall take effect

- 5.5 Unless the Seller revokes the Transfer Notice in accordance with article 5.3 the directors shall (subject to article 5.4) forthwith by notice in writing (**Offer Notice**) inform the Offerees of the number and price of the Sale Shares and shall invite the Offerees to apply in writing to the Company for some or all of the Sale Shares (as the Offeree may decide) within 21 days of the date of despatch stated in the Offer Notice (**Response Period**).
- 5.7 The Offer notice shall be deemed to incorporate a further term to the effect that if there is competition between members for the Sale Shares (irrespective of class) they shall be treated as having been offered to members in proportion (as nearly as may be) to their existing holdings of Shares (**Proportionate Allocation**). However, in his application for Sale Shares a member may, if he so desires, indicate that he would be willing to purchase a particular number of Shares in excess of his Proportionate Allocation (**Extra Shares**).
- 5.8 The Company shall (subject to article 5.9) as soon as practicable following expiry of the Response Period allocate the Sale Shares as follows:
- (a) if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Offeree shall be allocated the number applied for in accordance with his application; or
 - (b) if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Offeree shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Offerees applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the Shares held by such Offerees.
- 5.9 If the total number of Sale Shares applied for does not satisfy any Minimum Transfer Condition the Company shall be entitled, within 14 days of the expiry of the Response Period (**Nomination Period**), to nominate any person or persons to whom the unallocated Shares may be allocated at the Sale Price. Subject to such nominations being accepted within the Nomination Period the Seller shall (unless he has previously waived the Minimum Transfer Condition), be entitled to give notice to the Company revoking the Transfer Notice within the period of 7 days immediately following the expiry of the Nomination Period failing which he shall be deemed to have waived the Minimum Transfer Condition.
- 5.10 Shares to be allocated in accordance with articles 5.8 and 5.9 shall be allocated by written notice (**Allocation Notice**) given by the Company to the Seller and the successful applicants. The Allocation Notice shall specify the name and address of the successful applicant, the price and method of payment, the number of Transfer Shares allocated and the place and time for completion which shall be not later than 21 days following the date of despatch stated in the Allocation Notice.

- 5.11 The Seller shall be bound, subject only to payment (to the Company or the Seller as the Allocation Notice may provide) of the Sale Price for all of the allocated Shares, to transfer the Shares to the person(s) named in each Allocation Notice failing which the Company shall be entitled to authorise any officer to execute transfers of the Transfer Shares as attorney for and on behalf of the Seller.
- 5.12 The Seller shall, subject to article 5.13, within the period of 3 months commencing on the date the Transfer Notice is revoked in accordance with article 5.9 or, if later, on the date the Minimum Transfer Condition is waived (or deemed to be waived), be entitled to transfer the Sale Shares or any Sale Shares not allocated to any person at a price not less than the Sale Price.
- 5.13 The Company may in its absolute discretion and without giving any reason decline to register the transfer of:
- (a) a Share proposed to be transferred in accordance with article 5.12, or
 - (b) any 'B' Share (whether or not fully paid).

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.
- 6.2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

7. VOTES OF MEMBERS

- 7.1 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 present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.
- 7.2 The directors may at their discretion treat an electronic communication appointing a proxy as a proxy. Regulation 62 of Table A is modified accordingly.

8. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

9. ALTERNATE DIRECTORS

- 9.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present.
- 9.2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member; to attend and vote at any such meeting at which the director appointing him is not personally present; and generally to perform all the functions of his appointor as a director in his appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.
- 9.3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company.

10. POWERS OF DIRECTORS

- 10.1 All unissued Ordinary Shares comprised in the authorised capital with which the Company was incorporated shall be under the control of the directors who are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 for a period of five years from the date of adoption of these articles of association to allot, grant options over or otherwise dispose of all such shares to such persons and on such terms as they think fit and the directors may after such period allot any shares or grant any such rights under this authority pursuant to an offer or agreement made by the Company within that period.
- 10.2 The directors may during the period of five years from the date of adoption of these articles of association allot, grant options over or otherwise dispose of all or any of the 'B' Shares in the capital of the Company in accordance with the provisions of any employee share scheme approved by the holders of the Ordinary Shares from time to time.
- 10.3 All unissued Ordinary Shares in the capital of the Company which are not comprised in the authorised share capital with which the Company was incorporated shall be under the control of the directors who are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 for a period of five years

from the date of adoption of these articles of association to allot, grant options over or otherwise dispose of all such shares in accordance with the provisions of article 10.4.

10.4 Ordinary Shares (within the meaning of article 10.3) shall be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by special resolution otherwise direct. Such offer shall be made by written notice specifying the number of such shares and the period (not being less than 14 days) within which the offer (if not accepted) will be deemed to be declined. After the expiration of this period or, if earlier, on receipt of notice of non-acceptance, those shares so declined shall be offered to the members who have within the said period accepted all such shares as shall have been offered to them in the same proportion and in the same terms, manner and period as the original offer. The directors are authorised to allot, grant options over or otherwise dispose of Ordinary Shares not taken up in accordance with the preceding provisions of this article 10.4 to such persons and on such terms as they shall think fit provided that such shares shall not be disposed of on terms more favourable than those first offered to members.

10.5 The directors are authorised in accordance with section 91 of the Companies Act 1985 to allot, grant options over or otherwise dispose of shares of the Company as if section 89(1) of the Companies Act 1985 did not apply.

11. APPOINTMENT AND RETIREMENT OF DIRECTORS

11.1 No person shall be appointed a director at any general meeting unless:

- (a) he is recommended by the directors; or
- (b) not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.

11.2 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.

11.3 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

- 11.4 Subject to the provisions of the Act(s), the directors may appoint one or more of their number to the office of managing director or to any other executive office in the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.

12. PROCEEDINGS OF DIRECTORS

A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.

13. DIRECTORS' CONFLICTS OF INTERESTS

- 13.1 The directors may, in accordance with the requirements set out in this article 13, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (**Conflict**).

- 13.2 Any authorisation under this article 13 will be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

- 13.3 Any authorisation of a matter under this article may (whether at the time of giving the authority or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

13.4 In authorising a Conflict the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the company;
- (b) use or apply any such information in performing his duties as a director;

where to do so would amount to a breach of that confidence.

13.5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict;
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

13.6 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
- (b) the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

13.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or

conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

14. DIRECTORS' DECLARATION OF INTERESTS

- 14.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts.
- 14.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under article 14.1.
- 14.3 Subject, where applicable, to the disclosures required under article 14.1 and article 14.2, and to any terms and conditions imposed by the directors in accordance with article 133, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 14.4 A director need not declare an interest under article 14.1 and article 14.2 as the case may be:
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;
 - (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or
 - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

15. INDEMNITY

- 15.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as

defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge 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.

- 15.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.