

Company number 05665849

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

MEDIA MOLECULE LIMITED ("Company")

23 Feb 2010

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution ("Resolution")

SPECIAL RESOLUTION

- 1 The articles of association annexed to this written resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association of the Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, a person entitled to vote on the Resolutions on 23 Feb 2010, hereby irrevocably agrees to the Resolutions



NAME MARK HEALEY

SIGNATURE

DATED 23-2 2010

NAME ALEX EVANS

SIGNATURE

DATED 23/2/ 2010

NAME DAVID SMITH

SIGNATURE

DATED 23-2 2010

NAME MOHAMED KAREEM ETTOUNEY

SIGNATURE

DATED 23-2 2010

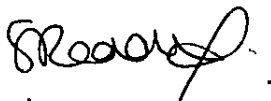
NAME FRANCIS PANG

SIGNATURE

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Files\Content Outlook\6HALDKHG\9306861 doc

DATED 23rd Feb 2010 2010

NAME SIOBHAN REDDY

SIGNATURE 

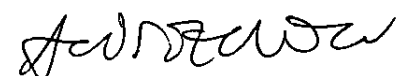
DATED 23/02 2010

NAME JONATHAN HOPPER

SIGNATURE 

DATED 23/02 2010

NAME ANTON KIRCZENOW

SIGNATURE 

DATED 23 Feb 2010 ~~2009~~

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to Weightmans LLP, India Buildings, Water Street, Liverpool L2 0GA

You may not return the Resolutions to the Company by any other method

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

- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless, by 28 days from the date hereof sufficient agreement has been received for the Resolutions to pass, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date

C.L. M.H.
F.P. DS
Articles of Association K.E.
A.K. 82 A-E.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MEDIA MOLECULE LIMITED

COMPANY NUMBER 05665849

(Adopted by Written Resolution on 25 Feb 2010)

1 PRELIMINARY

- 1.1 In these Articles "Table A" means 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 Media Molecule Limited (the Company) except in so far as they are excluded or varied by these Articles

1 2 The Regulations of Table A numbered 2, 24, 40, 41, 54, 65 to 69 inclusive, 76 to 78
inclusive, 81, 94 to 98 inclusive, 110 and 118 shall not apply but, subject to aforesaid
and in addition to the remaining Regulations of Table A, the following shall be the
Articles of Association of the Company

1 3 The Company is a private company and no Shares or debentures of the Company may
be offered to the public

2 INTERPRETATION

2 1 In the first line of Regulation 1, after the word "regulations", the words "and in any
articles adopting in whole or in part the same" shall be inserted

2 2 In these Articles

(a) unless the context otherwise requires, the following expressions have the
following meanings

"Act" means the Companies Act 2006 but excluding any
statutory modification thereof not in force on the
date of adoption of these Articles,

"Bad Leaver" means a Minority Shareholder who ceases to be an
employee of his Employer, other than as a Good
Leaver, prior to 31 March 2015 and, for the
avoidance of doubt, will always include a Minority
Shareholder who serves notice of the termination
of his employment on his Employer prior to 31
March 2015, whether voluntarily or in purported
response to a repudiatory breach of contract on the
part of his Employer unless it has subsequently
been finally determined by the Employment
Tribunals of England and Wales or a higher court

that the Employer has unfairly constructively dismissed such Minority Shareholder,

"Business Day"

means a day (excluding Saturday) on which banks are generally open in the City of London for the transaction of normal banking business,

"Director"

means a director appointed and holding office from time to time pursuant to Article 14,

"Employer"

means the Company, or if different, the Minority Shareholder's employer within the Majority Shareholder's Group,

"Good Leaver"

means a Minority Shareholder who ceases to be an employee of his Employer as a result of

(1) his death,

(2) his permanent incapacity due to ill health, including but not limited to being of unsound mind or a patient for the purpose of any statute relating to the mental health, (except where such ill health arises as a result of an abuse of drink and drugs) where such incapacity prevents the Minority Shareholder from undertaking any duties of employment (or similar activities) for any employer until the age of 65, provided that the Minority Shareholder delivers to the Majority Shareholder and his Employer (if different) a medical certificate signed by a doctor duly evidencing his ill

health and provided further that such permanent incapacity is independently certified following a medical examination by a doctor or consultant nominated by it/them and the disclosure of any reports or findings to it/them following such an examination, and/or

(3) the notice of the termination of his employment being given to the Minority Shareholder by his Employer other than in circumstances where the Employer terminates the Minority Shareholder's employment for the following

(a) committing any act of dishonesty, or other gross misconduct, or any other serious breach of his duties of employment owed to the Employer unless the Employment Tribunals of England and Wales or a higher court subsequently finally determines that his dismissal was unfair on a substantive basis only, and/or

(b) acting in any manner (whether in the course of his duties or otherwise) which is likely to bring him, the Employer or any member of the Majority Shareholder's Group into serious disrepute or materially prejudice the interests of the

Employer or any member of the
Majority Shareholder's Group, and/or

(c) resigning as a director of the
Employer or any member of the
Majority Shareholder's Group (without
the prior written consent of the
Employer or the relevant member of
the Majority Shareholder's Group as
applicable), and/or

(d) being prohibited by law from
being a director, provided that the
Seller shall not in any event be
considered to be a Good Leaver if,
before or after the time of cessation
of his employment, the Seller is in
breach of or has breached the terms
of any Relevant Agreement as a result
of his fraud or dishonesty or has
otherwise breached, for any reason
whatsoever any restrictive covenants
of non-solicitation clauses contained
in the Relevant Agreement and/or his
obligations or covenants under his
terms and conditions of employment
with his Employer,

"Majority Shareholder" means any Shareholder who from time to time
holds fifty per cent (50%) or more of the issued
share capital of the Company,

"Majority Shareholder's Group" means the Majority Shareholder and any holding
company from time to time of the Majority
Shareholder and any subsidiary of the Majority

Shareholder or of any such holding company and "member of the Majority Shareholder's Group" shall be construed accordingly.

"Minority Shareholder"

means any Shareholder other than a Majority Shareholder,

"Ordinary Shares"

means the ordinary shares of £0.10 each in the capital of the Company from time to time,

"Relevant Agreement"

means any agreement either relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members, and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles or any other agreement between any Minority Shareholder and a member of the Majority Shareholder's Group,

"Shares"

means shares of whatever class held in the share capital of the Company from time to time,

"Shareholder"

means any member, being a person or body corporate, that holds Shares from time to time,

(b) words or expressions, the definitions of which are contained or referred to in the Act, shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles,

(c) words importing the singular include (where appropriate) the plural, words importing gender include (where appropriate) every gender, and words importing persons include (where appropriate) bodies corporate and unincorporated, and (in each case) vice versa,

- (d) references to Articles are references to these Articles and references to paragraphs and subparagraphs are, unless otherwise stated, references to paragraphs of the Article or references to subparagraphs of the paragraph in the paragraph in which the reference appears,
- (e) in relation to any member, references to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned, and
- (f) a company or other entity shall be a "holding company" for the purposes of these Articles if it falls within either the meaning attributed to that term in s1159 CA 2006 or the meaning attributed to the term "parent undertaking" in s1162 CA 2006, and a company or other entity shall be a "subsidiary" for the purposes of these Articles if it falls within either the meaning attributed to that term in s1159 CA 2006 or the meaning attributed to the term "subsidiary undertaking" in s1162 CA 2006, and the terms "subsidiaries" and "holding companies" are to be construed accordingly

3 SHARE CAPITAL

- 3 1 The share capital of the Company at the date of the adoption of these Articles is £105 divided into 1050 Ordinary Shares of £0.10 each
- 3 2 Subject to the provisions of the Act 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
- 3 3 In accordance with and subject to the provisions of the Act 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) subject to any rights conferred on the holders of any class of Shares purchase its own Shares (including any redeemable Shares), and
- (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

4 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

5 TRANSFER OF SHARES

5 1 No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share in the Company except with the prior written consent of the Majority Shareholder or if there is no Majority Shareholder, all of the other Shareholders of the Company at the relevant time ("Remaining Shareholders")

5 2 Except for transfers for which the Majority Shareholder has, or if there is no Majority Shareholder the Remaining Shareholders have, given its or their prior written consent, no Minority Shareholder shall transfer any Shares

6 DRAG ALONG

6 1 In these Articles a Qualifying Offer shall mean an offer in writing by or on behalf of any person ("Offeror") to the holders of the entire share capital in the Company to acquire all their share capital

6 2 If the holders of not less than 75 per cent in nominal value of the share capital then in issue ("the Accepting Shareholders") wish to accept the Qualifying Offer, then the provisions of this Article shall apply

6 3 The Accepting Shareholders shall give written notice to the remaining holders of the share capital ("Other Shareholders") of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders

6 4 If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person

6 5 Upon any person, following the issue of a notice pursuant to Article 6 3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the company (New Member), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such Shares shall take place forthwith upon the notice being deemed served on the New Member

7 COMPULSORY TRANSFERS

7 1 Any Shareholder who is an employee of his Employer who ceases to be such employee prior to 31 March 2015 for whatsoever reason other than by virtue of being a Good Leaver will be deemed to be a Bad Leaver Immediately upon becoming a Bad Leaver a Bad Leaver shall transfer all Shares held in its name ("Sale Shares") in accordance with this Article 7

7 2 Any Sale Shares shall be transferred at the par value of the relevant Shares

- 7.3 Any Sale Shares shall be transferred to the Majority Shareholder or its nominee, or if there is no Majority Shareholder Sale Shares shall be transferred pro rata to the Remaining Shareholders (the Majority Shareholder, its nominee, or the Remaining Shareholders (as appropriate) being the "Transferee")
- 7.4 Any Sale Shares shall be transferred into the name of the Transferee at completion ("Completion") being a date which is no later than 7 Business Days following the date upon which a Shareholder became a Bad Leaver.
- 7.5 At Completion a Bad Leaver shall deliver, or procure delivery, to the Transferee of duly executed transfers of all of the Sale Shares into the name of the Transferee together with the relevant share certificates and such other documents as the Transferee may reasonably require to show good title to the relevant Sale Shares, or to enable it to be registered as the holder of the relevant Shares,
- 7.6 Any Sale Shares shall be sold by a Bad Leaver together with the entire legal and beneficial interest in such Shares
- 7.7 The parties shall procure the registration (subject to due stamping) of the transfers of any Sale Shares effected pursuant to this Article 7
- 7.8 If any Bad Leaver shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the Sale Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then the Company shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Bad Leaver's behalf and, against receipt by the Company (on trust for the Bad Leaver) of the consideration payable for the relevant Sale Shares, deliver such transfer(s) and certificate(s) or indemnities to the Transferee (or his nominee) and register such Transferee (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person
- 8 ISSUE OF FURTHER SHARES
- 8.1 If the Company wishes to issue further Shares, the Shareholders shall procure (so far as is possible in the exercise of their rights and powers) that the Company gives notice to

each Shareholder stating the number of Shares to be issued and the price of the Shares

- 8 2 Each Shareholder shall have the option, but not the obligation, to subscribe for, at the price stated in the notice, that proportion of the Shares proposed to be issued which the number of Ordinary Shares held by him bears to the total number of Ordinary Shares in issue at the time the Company gives its notice. Each Shareholder may exercise the option by giving notice to the Company, at any time within 28 Business Days following the Company's notice, accompanied by a banker's draft made payable to the Company in respect of full payment for the Shares to be subscribed for
- 8 3 Any Shares referred to in the Company's notice, in respect of which the Shareholders do not exercise their options, may be issued by the Company in accordance with its notice, provided that any such issue is completed within 28 Business Days after the Company's notice
- 8 4 Any Shares in respect of which a Shareholder does wish to exercise his options shall be re-designated by the Company, prior to issue, in accordance with the class of Shares currently held by the relevant Shareholder so as to ensure that the Shareholder does not acquire Shares of a differing class to those already held by him

9 POWER TO ISSUE OR ALLOT SHARES

- 9 1 The Directors may not issue or allot any Shares in the Company without the prior written consent of any Majority Shareholder given at a duly convened meeting of the Company

10 PROCEEDINGS AT GENERAL MEETINGS

- 10 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
- 10 2 Two members present in person or by proxy shall be a quorum
- 10 3 A poll may be demanded at any general meeting by any member present in person or

by proxy and entitled to vote

11 VOTES OF MEMBERS

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 or by proxy shall have one vote for every share of which he is the holder

12 NUMBER OF DIRECTORS

12 1 Unless otherwise determined by ordinary resolution, the number of Directors is not subject to any maximum The minimum number of Directors is two

13 ALTERNATE DIRECTORS

13 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

13 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

13 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

14 APPOINTMENT AND RETIREMENT OF DIRECTORS

14 1 Without prejudice to the powers of the Company under the Act to remove a director by ordinary resolution, a Majority Shareholder may at any time and from time to time appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove any director from office. Any appointment or removal of a director under this Article 14 1 shall be by notice to the Company signed by or on behalf of the Majority Shareholder. The notice may be:

- (a) delivered personally to the secretary or to a director other than the director being appointed or removed, or
- (b) delivered to the Company's registered office or to another address designated by the directors for that purpose,
- (c) sent by post in a prepaid envelope addressed to the registered office or to another address designated by the directors for that purpose, or
- (d) sent by electronic communication to an address designated by the directors for that purpose

The appointment or removal shall take effect

- (i) in the case of a notice delivered pursuant to Article 14 1(a) or Article 14 1(b), at the time of delivery, and
- (ii) in the case of a notice sent pursuant to Article 14 1(c) or Article 14 1(d), when the notice is deemed delivered in accordance with Article 18

or on such later date (if any) specified in the notice

14 2 Subject to the foregoing provisions of this article 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

15 DIRECTORS' APPOINTMENTS AND INTERESTS

15 1 Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing director or to any other executive office under 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 subsequent change in remuneration of any Director must be approved by the unanimous consent of the Shareholders at a duly convened meeting. 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.

16 PROCEEDINGS OF DIRECTORS

16 1 In the event that at any duly convened meeting of the Directors or of a committee of Directors the meeting is not quorate, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or to such other day and at such other time and place as the Directors may agree in writing). At any meeting of the Directors or such adjourned meeting the quorum shall be any two Directors.

16 2 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.

16.3 Subject to disclosure in accordance with section 177 of the Act, a Director is entitled to vote at any meeting of the Directors or of a committee of Directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and in relation to any such resolution.

(whether or not he votes on the same) he is to be taken into account in calculating the quorum present at the meeting

- 16 4 The Chairman of any meeting or Committee of Directors shall not be entitled to a second or casting vote

17 INDEMNITY

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every 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 assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act

18 NOTICES

- 18 1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice The Company may give any notice to a member

(a) personally, or

(b) by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address, or

(c) by giving it using an electronic communication to an address for the time being notified to the company by the member

- 18 2 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

- 18 3 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title
- 18 4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent
- 18 5 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred