

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 1)**

AirMedia Group Inc.

(Name of Issuer)

Ordinary Shares, par value \$0.001 per share
(Title of Class of Securities)

009411109
(CUSIP Number)

**Herman Man Guo
Wealthy Environment Limited
Dan Shao
Global Earning Pacific Limited
James Zhonghua Feng
Ample Business International Ltd.
Qing Xu
Mambo Fiesta Limited**

**c/o AirMedia Group Inc.
17/E, Sky Plaza, No. 46 Dongzhimenwai Street, Dongcheng District, Beijing 100027
The People's Republic of China
Phone: +86 10 8460 8181**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

With a copy to:

**Z. Julie Gao, Esq.
Haiping Li, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F Edinburgh Tower, The Landmark
15 Queen's Road Central
Hong Kong
Phone: +852 3740-4700**

September 18, 2015
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

* This Amendment No. 1 to statement on Schedule 13D (this "Amendment No. 1") amends and supplements the statement on Schedule 13D filed on behalf of each of Herman Man Guo, Wealthy Environment Limited, Dan Shao, Global Earning Pacific Limited, James Zhonghua Feng, Ample Business International Ltd., Qing Xu and Mambo Fiesta Limited with the Securities and Exchange Commission (the "SEC") on June 29, 2015 (the "Original Schedule 13D," and, together with this Amendment No. 1, the "Schedule 13D"), with respect to the ordinary shares, par value \$0.001 per share, of AirMedia Group Inc., a Cayman Islands Company.

Capitalized terms used but not defined in this Amendment No. 1 shall have the same meanings ascribed to them in the Original Schedule 13D. Except as specified herein, this Amendment No. 1 does not modify any of the information previously reported on the Original Schedule 13D.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of reporting persons Herman Man Guo	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) PF, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization People's Republic of China	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 19,505,980 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 19,505,980 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 19,505,980 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 16.00%	
14	Type of reporting person (see instructions) IN	

1	Names of reporting persons Wealthy Environment Limited	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) WC, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 17,505,980 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 17,505,980 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 17,505,980 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 14.60%	
14	Type of reporting person (see instructions) CO	

1	Names of reporting persons Dan Shao	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) PF, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization People's Republic of China	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 20,584,214 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 20,584,214 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 20,584,214 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 17.16%	
14	Type of reporting person (see instructions) IN	

1	Names of reporting persons Global Earning Pacific Limited	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) WC, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 20,000,000 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 20,000,000 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 20,000,000 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 16.67%	
14	Type of reporting person (see instructions) CO	

1	Names of reporting persons Qing Xu	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) PF, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization People's Republic of China	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 2,600,000 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 2,600,000 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 2,600,000 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 2.16%	
14	Type of reporting person (see instructions) IN	

1	Names of reporting persons Mambo Fiesta Limited	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) WC, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 2,000,000 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 2,000,000 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 2,000,000 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 1.67%	
14	Type of reporting person (see instructions) CO	

1	Names of reporting persons James Zhonghua Feng	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) PF, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization People's Republic of China	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 5,032,924 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 5,032,924 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 5,032,924 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 4.14%	
14	Type of reporting person (see instructions) IN	

1	Names of reporting persons Ample Business International Ltd.	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) WC, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 2,956,810 ordinary shares
	8	Shared voting power 0
	9	Sole dispositive power 2,956,810 ordinary shares
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 2,956,810 ordinary shares	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 1.67%	
14	Type of reporting person (see instructions) CO	

Item 1. Security and Issuer.

This Amendment No. 1 relates to the ordinary shares, par value \$0.001 per share (the “Shares”), of AirMedia Group Inc., a Cayman Islands Company (the “Company”) whose principal executive offices are located at 17/F, Sky Plaza, No. 46 Dongzhimenwai Street, Dongcheng District, Beijing 100027, the People’s Republic of China.

American depositary shares (the “ADSs” and each an “ADS”), each representing two Shares of the Company, are listed on the NASDAQ Global Select Market under the symbol “AMCN.”

Item 3. Source and Amount of Funds or Other Consideration.

This Amendment No. 1 reflects the fact that, under the facts and circumstances described in Item 4, as amended and supplemented herein, effective as of September 18, 2015, Mr. Feng and Ample Business ceased to be part of a “group” within the meaning of Section 13(d)(3) of the Act as previously reported on the Original Schedule 13D.

Under the facts and circumstances described in Items 2, 4 and 5, as amended and supplemented herein, Mr. Guo, Wealthy Environment, Ms. Shao, Global Earning, Mr. Xu and Mambo Fiesta may be deemed to be a “group” within the meaning of Section 13(d)(3) of the Act.

This filing is not being made as a result of any particular acquisitions or dispositions of Shares by the Reporting Persons. The information set forth in or incorporated by reference in Item 4 of this statement is incorporated herein by reference in its entirety.

Item 4. Purpose of Transaction.

Item 4 of the Original Schedule 13D is hereby amended and supplemented by replacing the entirety of the second paragraph thereunder with the following text:

“On June 29, 2015, Mr. Guo, Mr. Xu and Mr. Feng entered into a consortium agreement (the “Original Consortium Agreement”). On September 18, 2015, Mr. Feng executed and delivered a withdrawal notice, which was countersigned by Messrs. Guo and Xu, pursuant to which Mr. Feng ceased to be a party to the Original Consortium Agreement and a member of the consortium.

On September 18, 2015, Mr. Guo and Mr. Xu (collectively, the “Consortium Members”) entered into an amended and restated consortium Agreement (the “Consortium Agreement”) to amend and restate the Original Consortium Agreement. Pursuant to the Consortium Agreement, Messrs. Guo and Xu agreed to, among other things, form a consortium to work exclusively with one another to undertake the transaction to acquire all the outstanding Shares of the Company other than (i) all of the Shares owned by Mr. Guo, Ms. Shao or their respective affiliates and (ii) 1,000,000 Shares beneficially owned by Mr. Xu or his affiliates (the “Proposed Transaction” and the Shares under (i) and (ii) collectively, the “Rollover Shares”). In addition, each Consortium Member has agreed not to, without the written consent of the other Consortium Member, (1) make a competing proposal for the acquisition of control of the Company; or (2) acquire or dispose of any (i) ADSs, (ii) Shares of the Company or (iii) warrants, options or any other securities that are convertible into ADSs or Shares of the Company, other than pursuant to share incentive plans of the Company. Further, the Consortium Members have agreed to incorporate a holding company (“Holdco”) and cause Holdco to incorporate a wholly-owned subsidiary of Holdco to be merged with and into the Company upon consummation of the Proposed Transaction. Each Consortium Member has agreed to enter into a rollover agreement in customary form pursuant to which such Consortium Member will contribute the Rollover Shares. Further, the Consortium Members agreed to conduct due diligence with respect to the Company and its business as each Consortium Member deems necessary; engage in discussions with the Company regarding the Proposal; negotiate in good faith any amendments to the terms of the Proposal, if applicable; negotiate in good faith the terms of the documentation required to implement the Proposed Transaction, including but not limited to a merger agreement, debt financing documents, if any, and a shareholders’ agreement that would include customary terms for transaction of similar nature; and if the Proposed Transaction is consummated, be reimbursed by the surviving company for certain costs and expenses related to the Proposed Transaction.”

In addition, Item 4 of the Original Schedule 13D is also hereby amended and supplemented by adding the following text to the end of the last paragraph:

“The description of the Consortium Agreement in this Item 4 is qualified in its entirety by reference to the complete text of the Consortium Agreement, which has been filed as Exhibit E hereto and which is incorporated by reference herein in its entirety.”

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Schedule 13D is hereby amended and supplemented by replacing the entirety of the second paragraph thereunder with the following text:

“By virtue of their actions in respect of the Proposed Transaction as described herein, Mr. Guo, Wealthy Environment, Ms. Shao, Global Earning, Mr. Xu and Mambo Fiesta may be deemed to constitute a “group” within the meaning of Rule 13d-5(b) under the Act. As a member of a group, each of the Reporting Persons (except Mr. Feng and Ample Business) may be deemed to beneficially own the Shares beneficially owned by the members of the group as a whole. Except as otherwise disclosed herein, each Reporting Person expressly disclaims any beneficial ownership of the Shares beneficially owned by each other Reporting Person.

Effective as of September 18, 2015, Mr. Feng and Ample Business are no longer members of the abovementioned “group” within the meaning of Rule 13d-5(b) under the Act, and neither of them is the beneficial owner of more than 5% of the total outstanding Shares of the Company.”

Item 5 of the Original Schedule 13D is hereby further amended and supplemented by replacing the entirety of the fifth paragraph thereunder with the following text:

“The 5,032,924 Shares beneficially owned by Mr. Feng comprise (i) 2,956,810 Shares directly held by Ample Business, a British Virgin Islands company solely owned and controlled by Mr. Feng, (ii) 270,000 ADSs, representing 540,000 Shares beneficially owned by Mr. Feng and (iii) 1,536,114 Shares that Mr. Feng has the right to acquire upon exercise of options within 60 days after September 18, 2015.”

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
A*	Joint Filing Agreement, dated June 29, 2015, by and between Mr. Herman Man Guo, Wealthy Environment Limited, Ms. Dan Shao, Global Earning Pacific Limited, Mr. Qing Xu, Mambo Fiesta Limited, Mr. James Zhonghua Feng and Ample Business International Ltd.
B*	Proposal Letter dated June 19, 2015 from Mr. Herman Man Guo, on behalf of himself and the management of AirMedia Group Inc., to the board of directors of AirMedia Group Inc.
C*	Consortium Agreement, dated June 29, 2015, by and between Mr. Herman Man Guo, Mr. James Zhonghua Feng and Mr. Qing Xu
D	Withdrawal Notice, dated September 18, 2015, executed by Mr. James Zhonghua Feng and acknowledged and agreed by Messrs. Herman Man Guo and Qing Xu
E	Amended and Restated Consortium Agreement, dated September 18, 2015, by and between Mr. Herman Man Guo and Mr. Qing Xu

* Filed with the Original Schedule 13D.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: September 18, 2015

/s/ Herman Man Guo

Herman Man Guo

Wealthy Environment Limited

By: /s/ Herman Man Guo

Name: Herman Man Guo

Title: Director

/s/ Dan Shao

Dan Shao

Global Earning Pacific Limited

By: /s/ Dan Shao

Name: Dan Shao

Title: Director

/s/ James Zhonghua Feng

James Zhonghua Feng

Ample Business International Ltd.

By: /s/ James Zhonghua Feng

Name: James Zhonghua Feng

Title: Director

/s/ Qing Xu

Qing Xu

Mambo Fiesta Limited

By: /s/ Qing Xu

Name: Qing Xu

Title: Director

WITHDRAWAL NOTICE

dated as of September 18, 2015

Mr. Herman Man Guo
Mr. Qing Xu
c/o AirMedia Group Inc., 17/F, Sky Plaza,
No. 46 Dongzhimenwai Street, Dongcheng District
Beijing 100027, the People's Republic of China

Re: Withdrawal from the Consortium

Reference is made to the Consortium Agreement (the "**Agreement**") dated as of June 29, 2015 by and among Mr. Herman Man Guo ("**Mr. Guo**"), Mr. James Zhonghua Feng ("**Mr. Feng**") and Mr. Qing Xu ("**Mr. Xu**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them under the Agreement.

1. By delivering this withdrawal notice, Mr. Feng hereby withdraws from the Consortium. The withdrawal by Mr. Feng from the Consortium (the "**Withdrawal**") will become effective upon the counter-signing of this Withdrawal Notice by each of Mr. Guo and Mr. Xu (together, the "**Remaining Parties**").
2. Upon the effectiveness of the Withdrawal, Mr. Feng shall cease to be a party to the Agreement and shall not be liable to any Remaining Party under or in relation to the Agreement, whether in respect of actions taken by Mr. Feng prior to, on or after the date of this Withdrawal Notice; provided that the provisions of Article III (Transaction Costs), Article IV (Limitation of Liability), Article V (Exclusivity), Article VI (Termination), Section 7.02 (Confidentiality), Article VIII (Notices) and Article X (Miscellaneous) of the Agreement shall remain in full force and effect and continue to bind Mr. Feng.
3. Upon the effectiveness of the Withdrawal, each Remaining Party shall cease to be liable to Mr. Feng under or in relation to the Agreement, whether in respect of actions taken by such Remaining Party prior to, on or after the date of this Withdrawal Notice; provided that the provisions of Article III (Transaction Costs), Article IV (Limitation of Liability), Article V (Exclusivity), Article VI (Termination), Section 7.02 (Confidentiality), Article VIII (Notices) and Article X (Miscellaneous) of the Agreement shall remain in full force and effect and continue to bind the Remaining Parties.
4. In consideration of the covenants, agreements and undertakings of the parties under this Withdrawal Notice, upon the effectiveness of this Withdrawal Notice, except for obligations remaining after the effectiveness of the Withdrawal as expressly stated herein, Mr. Feng, on behalf of himself and his Affiliates and the officers, directors, successors and assigns of his Affiliates, as applicable (collectively, "**Withdrawing Party Releasers**") hereby releases, waives and forever discharges each Remaining Party and each of their respective Affiliates and the officers, directors, successors and assigns of such Remaining Party's Affiliates, as applicable (collectively, "**Remaining Party Releasees**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, obligations, costs, expenses, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured (collectively, "**Claims**"), which any of such Withdrawing Party Releasers ever had, now have, or may have against any of such Remaining Party Releasees by reason of any matter, cause, or thing whatsoever arising out of or relating to the Agreement.

5. In consideration of the covenants, agreements and undertakings of the parties under this Withdrawal Notice, upon the effectiveness of this Withdrawal Notice, except for obligations remaining after the effectiveness of the Withdrawal as expressly stated herein, each Remaining Party, on behalf of himself and his Affiliates and the officers and directors, successors and assigns of such Affiliates, as applicable (collectively, "**Remaining Party Releasors**") hereby releases, waives and forever discharges Mr. Feng and his Affiliates and the officers, directors, successors and assigns of Mr. Feng's Affiliates, as applicable (collectively, "**Withdrawing Party Releasees**") of and from any and all Claims which any of such Remaining Party Releasors ever had, now have, or may have against any of such Withdrawing Party Releasees by reason of any matter, cause, or thing whatsoever arising out of or relating to the Agreement.

6. This Withdrawal Notice shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

7. This Withdrawal Notice may be executed and delivered (including by facsimile transmission or e-mail of pdf version or photographic copy) in one or more counterparts, all of which, when executed and delivered, shall be considered one and the same agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this withdrawal notice to be executed as of the date first written above by their respective duly authorized officers.

/s/ James Zhonghua Feng

James Zhonghua Feng

Acknowledged and Agreed:

/s/ Herman Man Guo

Herman Man Guo

/s/ Qing Xu

Qing Xu

AMENDED AND RESTATED CONSORTIUM AGREEMENT

between

HERMAN MAN GUO

and

QING XU

Dated as of September 18, 2015

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THIS AMENDED AND RESTATED CONSORTIUM AGREEMENT (the "Agreement") is made as of September 18, 2015, between (a) Herman Man Guo ("Mr. Guo") and (b) Qing Xu ("Mr. Xu"). Each of Messrs. Guo and Xu is referred to herein as a "Party" and collectively as the "Parties."

All defined terms used but not defined in the first place they appear in the Agreement are defined under Article XI hereof.

WHEREAS, the Parties propose to form a consortium (the "Consortium") to undertake a transaction (the "Transaction") to acquire AirMedia Group Inc. (the "Target") which would result in a delisting of the Target from the NASDAQ Global Select Market (the "NASDAQ") and deregistering the Target under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act");

WHEREAS, as part of the Transaction, the Parties propose to incorporate a new company ("Holdco") under the laws of the Cayman Islands, and to cause Holdco to incorporate a direct or indirect wholly-owned subsidiary ("Merger Sub") under the laws of the Cayman Islands. At the Closing, the Parties intend that (a) Merger Sub will be merged with and into the Target (the "Merger"), with the Target being the surviving company (the "Surviving Company") and becoming a direct, wholly-owned subsidiary of Holdco, (b) each outstanding Target Ordinary Share, other than the Rollover Shares (as defined below), will be cancelled in consideration for the right to receive the merger consideration per Target Ordinary Share to be set forth in the Merger Agreement (as defined below) (the "Merger Consideration"); and (c) certain Target Ordinary Shares held by the Parties or their respective affiliated investment vehicles, and their respective spouse and other family members, if applicable, or their respective affiliated investment vehicles, if any, in each case as specified in Section 1.01(c) herein, will be surrendered and cancelled for no consideration or contributed to Holdco for no consideration, subject to any exceptions to be agreed between the Parties;

WHEREAS, on June 19, 2015, Mr. Guo, on behalf of himself and the management of the Target, submitted a non-binding proposal (the "Proposal") to the Target's board of directors in connection with the Transaction;

WHEREAS, on June 29, 2015, the Parties and Mr. James Zhonghua Feng ("Mr. Feng") entered into a consortium agreement in connection with the Transaction (the "Prior Agreement");

WHEREAS, on September 18, 2015, the Parties received and counter-signed a withdrawal notice from Mr. Feng, dated as of September 18, 2015, in connection with the withdrawal of Mr. Feng from the consortium under the Prior Agreement, pursuant to which Mr. Feng successfully withdrew from the consortium under the Prior Agreement;

WHEREAS, the Parties wish to enter into this Agreement for the purpose of amending and restating the Prior Agreement; and

WHEREAS, in accordance with the terms of this Agreement, the Parties will cooperate and participate in (a) the evaluation of the Target, including conducting due diligence, (b) discussions regarding the Proposal with the Target, and (c) the negotiation of the terms of the Documentation in connection with the Transaction (in which negotiations the Parties expect that the Target will be represented by a special committee of independent and disinterested directors of the Target), including an agreement and plan of merger among Holdco, Merger Sub and the Target in the form to be agreed by the Parties (the "Merger Agreement"), which shall be subject to the approval of the board of directors of the Target.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

HOLDCO OWNERSHIP; ADDITIONAL CONSORTIUM MEMBERS

Section 1.01 Holdco Ownership and Arrangements.

(a) Prior to the execution of the Merger Agreement, the Parties shall (i) incorporate Holdco and shall cause Holdco to incorporate Merger Sub, and (ii) negotiate in good faith and use reasonable best efforts to agree upon the terms of the memorandum and articles of association of each of Holdco and Merger Sub. The Parties agree that the memorandum and articles of association of Merger Sub shall become the memorandum and articles of association of the Surviving Company immediately upon the Closing.

(b) Subsequent to the execution of the Merger Agreement and prior to the Closing, the Parties shall negotiate in good faith and use reasonable best efforts to enter into a shareholders' agreement of Holdco that will take effect at the Closing, which shall include customary terms for transactions of a similar nature (the "Shareholders' Agreement").

(c) Each Party shall, in connection with the execution of the Merger Agreement, (i) enter into a rollover agreement in customary form pursuant to which (a) Mr. Guo will contribute at the Closing all Target Ordinary Shares owned by him, his affiliated investment vehicles (if any), and his spouse and other family members (if applicable) or their respective affiliated investment vehicles (if any) to Holdco, and (b) Mr. Xu will contribute 1,000,000 Target Ordinary Shares owned by him or his affiliated investment vehicle to Holdco (such Target Ordinary Shares to be contributed under the rollover agreement, collectively, the "Rollover Shares") and (ii) deliver a funding commitment letter in customary form, pursuant to which, such Party will fund, at the Closing, cash to Holdco in an amount to be agreed upon by the Parties.

(d) The relative ownership of Holdco by the Parties shall be based on their relative capital contributions to Holdco, whether in cash or in the form of Rollover Shares (with the Target Ordinary Shares contributed by the Parties being valued at the same per share consideration as provided in the Merger Agreement) or a combination of both, except as otherwise agreed to by all of the Parties in writing.

Section 1.02 Additional Consortium Members. The Parties may together agree to admit one or more additional members (the "Additional Members") of the Consortium which will provide equity capital and/or debt financing to the Consortium for the consummation of the Transaction. Any additional member admitted to the Consortium shall execute an adherence agreement to this Agreement in the form attached hereto as Schedule B herein (the "Adherence Agreement") and upon his/its execution of the Adherence Agreement, such additional member shall become an Additional Member for the purposes of this Agreement.

ARTICLE II

PARTICIPATION IN TRANSACTION; ADVISORS; APPROVALS

Section 2.01 Transaction Process.

(a) Each Party shall: (a) undertake due diligence with respect to the Target and its business as each Party deems necessary; (b) engage in discussions with the Target regarding the Proposal; and (c) negotiate in good faith (i) any amendments to the terms of the Proposal, if applicable, and (ii) the terms of the Documentation (including the terms of any other agreements between the Parties required to support the Proposal or to regulate the relationship between the Parties), in each case, which terms must be acceptable to each Party in their respective discretion.

(b) Each Party has executed, and shall adhere to, a customary confidentiality agreement reasonably required by the Target for the purposes of gaining access to information with respect to the Target in connection with the Transaction.

Section 2.02 Information Sharing and Roles. Each Party shall cooperate in good faith in connection with the Proposal and the Transaction, including by (a) complying with any information delivery or other requirements entered into by Holdco, a Party or an Affiliate of a Party, (b) participating in meetings and negotiations with potential debt financing sources, if any, (c) sharing all information reasonably necessary to evaluate the Target, including technical, operational, legal, accounting and financial materials and relevant consulting reports and studies, (d) providing each other or Holdco with all information reasonably required concerning such Party or any other matter relating to such Party in connection with the Transaction and any other information a Party may reasonably require in respect of any other Party and his/its Affiliates for inclusion in the Documentation, (e) providing timely responses to requests by another Party for information, (f) applying the level of resources and expertise that such Party reasonably considers to be necessary and appropriate to meet its obligations under this Agreement, and (g) consulting with each other and otherwise cooperating in good faith on any public statements regarding the Parties' intentions with respect to the Target, any issuance of which shall be subject to Section 7.01. Unless the Parties otherwise agree, none of the Parties shall commission a report, opinion or appraisal (within the meaning of Item 1015 of Regulation M-A of the Exchange Act). The Parties agree and confirm that none of the Parties shall provide any information in breach of any of its or his obligations or fiduciary duties to the Target.

Section 2.03 Appointment of Advisors.

(a) All joint Advisors, and the scope and other terms of such Advisors' engagement, to Holdco and/or the Parties in connection with the Proposal and the Transaction shall be satisfactory to each Party.

(b) If a Party requires separate representation in connection with specific issues arising out of the Proposal or the Transaction or other matters contemplated by the Documentation, such Party may retain other Advisors to advise it; *provided, however*, that such Party shall (i) provide prior notice to the other Parties of such retention and (ii) be solely responsible for the fees and expenses of such separate Advisors unless otherwise agreed to in advance by the other Parties in writing.

ARTICLE III

TRANSACTION COSTS

Section 3.01 Expenses and Fee Sharing.

(a) Upon consummation of the Transaction, the Surviving Company shall reimburse the Parties for, or pay on behalf of the Parties, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Transaction, including, without limitation, the costs and expenses associated with (i) the negotiation, delivery and execution of this Agreement and the other Documentation, (ii) the retention by the Consortium of a financial due diligence advisor, (iii) any actions taken in accordance with the terms of the Documentation, including regulatory filings made or to be made pursuant to the Merger Agreement, and (iv) the retention of Advisors by the Parties or the Consortium (other than fees, expenses and disbursement of any separate Advisors retained by a Party pursuant to Section 2.03(b) unless otherwise agreed to in advance by the other Parties in writing).

(b) Subject to the provisions of Section 4.01, if the Transaction is not consummated or this Agreement is terminated prior to the Closing of the Transaction (and Section 3.01(c) below does not apply), the Parties agree to share (allocated among the Parties in proportion to their committed equity contribution) the out-of-pocket costs and expenses incurred by or on behalf of the Consortium in connection with the Transaction, including any fees, expenses and disbursements payable to Advisors retained for or on behalf of the Consortium or the out-of-pocket costs and expenses incurred in connection with any due diligence investigation conducted by the Parties with respect to the Target, including any fees, expenses and disbursements payable to Advisors retained for such purposes (other than fees, expenses and disbursements of any separate Advisors retained by the Parties pursuant to Section 2.03(b) unless otherwise agreed to in advance by the Parties in writing).

(c) If the Transaction is not consummated due to the unilateral breach of this Agreement by one or more Parties, then the breaching Party or Parties shall reimburse any non-breaching Party for all of his/its out-of-pocket costs and expenses incurred in connection with this Transaction, including any fees, expenses and disbursements of (i) Advisors retained by the Parties (including the fees, expenses and disbursements of any separate Advisors retained by a Party pursuant to Section 2.03(b)) and (ii) any due diligence advisors engaged by the Consortium in connection with the Transaction, if any, without prejudice to any rights and remedies otherwise available to such non-breaching Party.

(d) Each Party shall be entitled to receive, on a pro rata basis in accordance with his/its Respective Proportion, any termination or other fees or amounts payable to Holdco or Merger Sub by the Target pursuant to the Merger Agreement, net of the expenses required to be borne by them pursuant to Section 3.01(b).

ARTICLE IV

LIMITATION OF LIABILITY

Section 4.01 Limitation of Liability. The obligations of each Party under this Agreement are several (and not joint or joint and several) and, except as set forth in Section 3.01(a), each Party's obligation for fees and costs pursuant to Article III is capped at such Party's Respective Proportion. If a Claim has arisen as a result of the fraud, willful misconduct or breach of this Agreement by a Party, then Liability for such Claim will rest solely with such Party.

ARTICLE V

EXCLUSIVITY

Section 5.01 Exclusivity Period. During the Exclusivity Period each Party:

(a) shall, and shall cause his/its Affiliates and Representatives to, work exclusively with the other Parties to implement the Transaction, including to (i) evaluate the Target; (ii) formulate any amendments to the terms of the Proposal, if applicable; (iii) prepare and submit to the Target the Merger Agreement; (iv) conduct negotiations, prepare and finalize the Documentation in the forms to be agreed by the Parties and (v) vote, or cause to be voted, at every shareholder meeting (whether by written consent or otherwise) all Securities against any Competing Proposal or matter that would facilitate a Competing Proposal and in favor of the Transaction;

(b) shall not, without the written consent of the other Parties, directly or indirectly, either alone or with or through any of his/its Affiliates or Representatives: (i) make a Competing Proposal or join with, or invite, any other person to be involved in the making of any Competing Proposal (including through any rollover investment therein); (ii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue a Competing Proposal; (iii) finance or offer to finance any Competing Proposal, including by offering any equity or debt finance, or contribution of Securities or provision of a voting agreement, in support of any Competing Proposal; (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything which is directly inconsistent with the Transaction as contemplated under this Agreement; (v) acquire (other than pursuant to share incentive plans of the Target) or dispose of any Securities, or directly or indirectly (A) sell, offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, an interest in any Securities (“Transfer”) or permit the Transfer by any of their respective Affiliates of an interest in any Securities, in each case, except as expressly contemplated under this Agreement and the Documentation, (B) enter into any contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any of the Securities, or any right, title or interest thereto or therein, or (C) deposit any Securities into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Securities, (vi) take any action that would have the effect of preventing, disabling or delaying the Party from performing its obligations under this Agreement; or (vii) solicit, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing) with any other person regarding the matters described in Section 5.01(a) or (b);

(c) shall immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications (whether conducted by such Party or any of his/its Affiliates or Representatives) with all persons conducted heretofore with respect to a Competing Proposal; and

(d) notify the other Parties promptly if such Party, his/its Affiliates or Representatives receives any approach or communication with respect to any Competing Proposal and shall promptly disclose to the other Parties the identity of any other persons involved and the nature and content of the approach or communication, and promptly provide copies of any such written Competing Proposal.

ARTICLE VI

TERMINATION

Section 6.01 Failure to Agree; Mutual Termination; Termination After Execution of Documentation.

(a) If the Parties, after good faith endeavors to pursue the Transaction in compliance with the other sections of this Agreement, are unable to agree either (i) as between themselves upon the material terms of the Transaction or (ii) with the Special Committee on the material terms of a transaction which the Special Committee agrees to recommend to the public shareholders of the Target, then (A) a Party may cease his/its participation in the Transaction upon prior written notice to the other Parties; and (B) this Agreement shall terminate with respect to such withdrawing Party thereafter, following which the provisions of Section 6.02(a) will apply.

(b) This Agreement shall terminate at any time upon the mutual written agreement of the Parties.

(c) After the execution of the Merger Agreement, this Agreement shall terminate without any further action on the part of any Party, upon the earlier of (i) the date the Transaction is consummated, or (ii) the date that the Merger Agreement is validly terminated in accordance with its terms.

Section 6.02 Effect of Termination.

(a) Upon termination of this Agreement with respect to a Party pursuant to Section 6.01(a), Article III (Transaction Costs), Article IV (Limitation of Liability), Article V (Exclusivity), Article VI (Termination), Section 7.02 (Confidentiality), Article VIII (Notices) and Article X (Miscellaneous) shall continue to bind such Party and such Party shall be liable under Article III for his/its pro rata portion of any expenses for which such Party is obligated under Section 3.01(b) incurred prior to the termination of this Agreement with respect to such Party. The Parties shall otherwise not be liable to each other in relation to this Agreement, other than in respect of a breach of this Agreement occurring prior to termination.

(b) Upon termination of this Agreement with respect to a Party pursuant to Section 6.01(b) or Section 6.01(c), Article III (Transaction Costs), Article IV (Limitation of Liability), Article VI (Termination), Section 7.02 (Confidentiality), Article VIII (Notices) and Article X (Miscellaneous) shall continue to bind such Party and such Party shall be liable under Article III for his/its pro rata portion of any expenses for which such Party is obligated under Section 3.01(b) incurred prior to the termination of this Agreement with respect to such Party. The Parties shall otherwise not be liable to each other in relation to this Agreement, other than in respect of a breach of this Agreement occurring prior to termination.

ARTICLE VII

ANNOUNCEMENTS AND CONFIDENTIALITY

Section 7.01 Announcements. No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange (but only as far as practicable and lawful after the form and terms of that disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment on the form and terms of disclosure, in each case, to the extent reasonably practicable).

Section 7.02 Confidentiality.

(a) Except as permitted under Section 7.03, each Party shall not, and shall direct that his/its Representatives do not, without the prior written consent of the other Parties, disclose any Confidential Information received by such Party (the "Recipient") from any other Party (the "Discloser"). Each Party shall not and shall direct his/its Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transaction.

(b) Subject to Section 7.02(c), the Recipient shall safeguard and return to the Discloser any Confidential Information which falls within paragraph (a) of the definition of Confidential Information, on demand, or in the case of electronic data (other than any electronic data stored on the back-up tapes of the Recipient's hardware), destroy at the option of the Recipient, any Confidential Information contained in any material in the Recipient's or his/its Representatives' possession or control.

(c) Each Party may retain in a secure archive a copy of the Confidential Information referred to in Section 7.02(b) if the Confidential Information is required to be retained by such Party for regulatory purposes or in connection with a bona fide document retention policy.

(d) Each Party acknowledges that, in relation to Confidential Information received from the other Party, the obligations contained in Section 7.02(a) shall continue to apply for a period of twenty-four (24) months following termination of this Agreement unless otherwise agreed in writing.

Section 7.03 Permitted Disclosures. A Party may make disclosures (a) to those of its Representatives as such Party reasonably deems necessary to give effect to or enforce this Agreement (including potential sources of capital) but only on a confidential basis; (b) if required by law or a court of competent jurisdiction, the SEC, the NASDAQ or another regulatory body or international stock exchange having jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only as far as practicable and lawful after the form and terms of that disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment on the form and terms of disclosure, in each case, to the extent reasonably practicable; or (c) if the information is publicly available other than through a breach of this Agreement by such Party or its Representatives.

ARTICLE VIII

NOTICES

Section 8.01 Notices. Any notice, request, instruction or other document to be given hereunder by any Party to another Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by facsimile, overnight courier or electronic mail:

If to Mr. Herman Man Guo:

c/o AirMedia Group Inc., 17/F, Sky Plaza, No. 46 Dongzhimenwai Street, Dongcheng District, Beijing 100027, the People's Republic of China

If to Mr. Qing Xu:

c/o AirMedia Group Inc., 17/F, Sky Plaza, No. 46 Dongzhimenwai Street, Dongcheng District, Beijing 100027, the People's Republic of China

or to such other address or facsimile number or email address as such Party may hereafter specify for the purpose by notice to the other Party hereto. All such notices, requests and other communications, (a) if hand delivered, shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt; otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt; (b) if posted by mail, it shall be treated as delivered five (5) days after posting; (c) if transmitted by facsimile or email, shall be deemed received upon confirmation of delivery.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Section 9.01 Representations and Warranties. Each Party hereby represents and warrants (on behalf of such Party only) to other Parties that (a) such Party has the requisite power and authority or, in the case of Mr. Guo or Mr. Xu, the legal capacity and right to execute, deliver and perform this Agreement, (b) except in the case of Mr. Guo or Mr. Xu, the execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary action on the part of such person and no additional proceedings are necessary to approve this Agreement, and (c) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding agreement enforceable against such Party in accordance with the terms hereof. Each Party further represents and warrants (on behalf of such Party only) to other Parties that (a) such Party's execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any contract or agreement to which such person is a party or by which such person is bound or office such person holds; (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such person or any of the properties or assets of such person; or (iii) result in the creation of, or impose any obligation on such person to create, any lien, charge or other encumbrance of any nature whatsoever upon such person's properties or assets, and (b) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Party.

Section 9.02 Target Ordinary Shares. Each Party further represents and warrants (on behalf of such Party only) to other Parties that as of the date of this Agreement, (a) unless otherwise disclosed in Schedule A, such Party or his/its Affiliates hold (i) of record the number of outstanding Target Ordinary Shares set forth under the heading "Target Ordinary Shares" next to such Party's or his/its Affiliate's name on Schedule A hereto, and (ii) the other Securities set forth under the heading "Other Securities" next to such Party's or his/its Affiliate's name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (b) unless otherwise disclosed in Schedule A, such Party has the sole right to control the voting and disposition of the Target Ordinary Shares (if any) and any other Securities (if any) held by such Party or his/its Affiliates; and (c) such Party does not own, directly or indirectly, any Target Ordinary Shares or other Securities other than as set forth on Schedule A hereto. For purposes of this Section 9.02, "owns" means the relevant Party (x) is the record holder of such security or (y) is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such security.

Section 9.03 Separate Representations and Warranties. Each representation and warranty in Section 9.01 and Section 9.02 is a separate representation and warranty. The interpretation of any representation and warranty may not be restricted by reference to or inference from any other representation and warranty.

Section 9.04 Reliance. Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and in reliance upon (among other things) the representations and warranties in Section 9.01 and Section 9.02 and have been induced by such Party to enter into this Agreement.

ARTICLE X

MISCELLANEOUS

Section 10.01 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.

Section 10.02 Further Assurances. Each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

Section 10.03 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

Section 10.04 Amendments; Waivers. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.05 Language. The official text of this Agreement and any notices given or made hereunder shall be in English.

Section 10.06 Assignment; No Third Party Beneficiaries. Other than as provided herein, the rights and obligations of each Party shall not be assigned without the prior consent of other Parties; *provided, however*, a Party may assign his/its respective rights and obligations under this Agreement, in whole or in part, to any affiliated investment funds of the Party, any limited partners or investment vehicles of the Party or such funds (other than any portfolio companies of the Party or such funds) and, subject to the consent of the other Parties (not to be unreasonably withheld or delayed), any other co-investors of the Party (as the case may be), but no such assignment shall relieve the Party from any of its obligations hereunder. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement, whether express or implied, is intended to or shall confer upon any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns, any rights, benefits, claims or remedies whatsoever under or by reason of this Agreement or any provision hereof.

Section 10.07 No Partnership or Agency. The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee, partner or joint venture of the other Party.

Section 10.08 Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. This Agreement shall not be effective until each Party has executed at least one counterpart.

Section 10.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to the conflicts of laws principles thereof (other than Section 5-1401 of the General Obligations Law and any successor provision thereto).

Section 10.10 Dispute Resolution.

(a) Subject to Section 10.11, any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 10.10. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 10.10, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 10.10(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 10.11 in any way.

Section 10.11 Remedies. Without prejudice to the rights and remedies otherwise available to any Party, including the right to claim money damages for breach of any provision hereof, any Party may bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement.

ARTICLE XI

DEFINITIONS AND INTERPRETATION

Section 11.01 Definitions. In this Agreement, unless the context requires otherwise:

“ADSs” means the American Depositary Shares of the Target, each of which currently represents two Target Ordinary Shares.

“Advisors” means the legal, accounting, banking and other advisors and/or consultants of the Consortium, Holdco, the Parties and/or a Party, as the case may be, appointed in connection with the Transaction.

“Affiliate” means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person and “Affiliates” shall be construed accordingly. Solely for the purpose of this Agreement, “Affiliate” shall include a person’s spouse or other family member(s) and each such person’s Affiliate(s).

“Agreement” means this Consortium Agreement, as amended, modified or supplemented from time to time in accordance with its terms.

“Arbitrator” has the meaning given in Section 10.10.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks generally are open in the People’s Republic of China, Hong Kong and in New York, New York, for the transaction of normal banking business.

“Claim” means a claim against any one or more of the Parties arising from or relating to the Transaction in respect of which a Party is, or is sought to be, made liable to pay any sum of money to any person other than a Party (or any of their respective Affiliates), whether on a joint and several basis or on any other basis.

“Closing” means the consummation of the Transaction.

“Competing Proposal” means a proposal, offer or invitation to the Company, any Party or any of a Party’s Affiliates (other than the Proposal), that involves the acquisition of Control of the Target, a sale of all or a substantial part of the assets of the Target, a restructuring or recapitalization of the Target, or some other transaction that would adversely affect, prevent or materially reduce the likelihood of the consummation of the Transaction with the Parties.

“Confidential Information” includes (a) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transaction, unless such information is already known to such Party or to others not known by such Party to be bound by a duty of confidentiality or such information is or becomes publicly available other than through a breach of this Agreement by such Party and (b) the terms of, and any negotiations or discussions relating to, the Proposal.

“Control” means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, contract or otherwise.

“Discloser” has the meaning given in Section 7.02(a).

“Documentation” means the documentation required to implement the Transaction, including the Proposal, the Merger Agreement, the Shareholders’ Agreement, debt financing documents, if any, filings with the SEC and other governmental agencies, and ancillary documentation, in each case, in the form to be agreed by the Parties.

“Exchange Act” has the meaning given in the recitals.

“Exclusivity Period” means the period beginning on the date hereof and ending on the first to occur of (a) the date twelve (12) months after the date hereof and (b) the mutually agreed termination of this Agreement pursuant to Section 6.01(b).

“HKIAC” has the meaning given in Section 10.10.

“Holdco” has the meaning given in the recitals.

“Liability” means a liability to pay a sum of money arising pursuant to a Claim (which sum is deemed to include all legal and other costs, damages, losses and expenses incurred in connection with (or arising directly or indirectly from) defending, disputing or otherwise dealing with any such Claim) where the liability arises from a judgment given by a court of competent jurisdiction, the final decision given in any binding arbitration proceedings or the agreed settlement of the Claim.

“Merger” has the meaning given in the recitals.

“Merger Agreement” has the meaning given in the recitals.

“Merger Consideration” has the meaning given in the recitals.

“Merger Sub” has the meaning given in the recitals.

“NASDAQ” has the meaning given in the recitals.

“Parties” has the meaning given in the preamble.

“Proposal” has the meaning given in the recitals.

“Recipient” has the meaning given in Section 7.02(a).

“Representative” of a Party means such Party’s officers, managers, directors, general partners, employees, outside counsel, accountants, consultants, financial advisors, potential sources of equity or debt financing (and their respective counsel).

“Respective Proportion” means, with respect to a Party, the proportion that such Party’s (and its Affiliates) planned equity participation in Holdco bears to the aggregate amount of all of the Parties’ (and their respective Affiliates) planned equity participation in Holdco.

“Rollover Shares” has the meaning given in Section 1.01(c).

“SEC” means the United States Securities and Exchange Commission.

“Securities” means (a) any ADSs, (b) any shares in the Target, and (c) any warrants, options and any other securities which are convertible into or exercisable for ADSs or shares in the Target.

“Shareholders’ Agreement” has the meaning given in Section 1.01(b).

“Special Committee” means a special committee of independent, disinterested directors of the Target that has been established to be responsible for, among other matters, evaluating the Transaction and negotiating the terms of the Transaction with the Consortium.

“Surviving Company” has the meaning given in the recitals.

“Target” has the meaning given in the recitals.

“Target Ordinary Shares” means the issued and outstanding ordinary shares, par value US\$0.001 per share, of the Target, including the ordinary shares represented by ADSs.

“Transaction” has the meaning given in the recitals.

“Transfer” has the meaning given in Section 5.01(b).

Section 11.02 Statutory Provisions. All references to statutes, statutory provisions, enactments, directives or regulations shall include references to any consolidation, reenactment, modification or replacement of the same, any statute, statutory provision, enactment, directive or regulation of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.

Section 11.03 Recitals and Schedules. References to this Agreement include the recitals and schedules which form part of this Agreement for all purposes. References in this Agreement to the Parties are references respectively to the Parties and their legal personal representatives, successors and permitted assigns.

Section 11.04 Meaning of References. In this Agreement, unless the context requires otherwise:

(a) words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof;

(b) references to a “person” shall include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality. References to a “company” shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

(c) references to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation;

(d) any reference to “writing” or “written” includes any method of reproducing words or text in a legible and non-transitory form;

(e) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;

(f) references to “US\$” are to the lawful currency of the United States of America, as at the date of this Agreement; and

(g) references to “Target Ordinary Shares” shall include Target Ordinary Shares represented by ADSs.

Section 11.05 Headings. Section and paragraph headings and the table of contents are inserted for ease of reference only and shall not affect construction.

Section 11.06 Negotiation of the Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

Herman Man Guo

/s/ Herman Man Guo

[Signature Page to Consortium Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

Qing Xu

/s/ Qing Xu

[Signature Page to Consortium Agreement]

SCHEDULE A

EXISTING SHARE OWNERSHIP

	Target Ordinary Shares		
	Ordinary Shares	Ordinary Shares represented by ADs	Other Securities
Parties and Affiliates			
Herman Man Guo	—	—	2,000,000 ⁽⁵⁾
Wealthy Environment Limited ⁽¹⁾	16,105,980	1,400,000	—
Dan Shao ⁽²⁾	—	584,214	—
Global Earning Pacific Limited ⁽³⁾	20,000,000	—	—
Qing Xu	—	—	600,000 ⁽⁶⁾
Mambo Fiesta Limited ⁽⁴⁾	2,000,000	—	—

Notes:

- (1) Wealth Environment Limited is a BVI company wholly owned by Mr. Herman Man Guo.
- (2) Ms. Dan Shao is the wife of Mr. Herman Man Guo. Mr. Guo disclaims beneficial ownership of ordinary shares owned by Ms. Shao or Global Earning Pacific Limited, a BVI company wholly owned and controlled by Ms. Shao.
- (3) Global Earning Pacific Limited is a BVI company wholly owned and controlled by Ms. Dan Shao, the wife of Mr. Herman Man Guo.
- (4) Mambo Fiesta Limited is a BVI company wholly owned by Mr. Qing Xu.
- (5) 2,000,000 ordinary shares issuable upon the exercise of vested options held by Mr. Herman Man Guo that are exercisable within 60 days after September 18, 2015.
- (6) 600,000 ordinary shares issuable upon the exercise of vested options held by Mr. Qing Xu that are exercisable within 60 days after September 18, 2015.

SCHEDULE B

ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT (this "Agreement") is entered into on _____, 2015

BY:

[**New Member**], a [limited liability company] organized and existing under the laws of [●] with its registered address at [●] (the "New Member").

RECITALS:

(A) On September 18, 2015, the parties listed on Annex A to this Agreement (the "Existing Members") entered into an amended and restated consortium agreement (the "Consortium Agreement") and proposed to undertake an acquisition transaction (the "Transaction") with respect to AirMedia Group Inc. (the "Target"), a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market ("NASDAQ"), pursuant to which the Target would be delisted from NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended.

(B) Additional members may be admitted to the Consortium pursuant to Section 1.02 of the Consortium Agreement.

(C) The New Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Party thereto.

THIS AGREEMENT WITNESSES as follows:

Defined Terms And Construction

Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

Undertakings

Assumption of obligations

The New Member undertakes to each other Party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the New Member and with effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the New Member as if the New Member had been a Party under the Consortium Agreement at the date of execution thereof.

Representations And Warranties

The New Member represents and warrants to each of the other Parties as follows:

(1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in preamble 1 of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

(2) Due Authorization

It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the New Member has been duly authorized by all necessary action on behalf of the New Member.

(3) Legal, Valid and Binding Obligation

This Agreement has been duly executed and delivered by the New Member and constitutes the legal, valid and binding obligation of the New Member, enforceable against it in accordance with the terms hereof.

(4) Ownership

As of the date of this Agreement, (i) the New Member holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the New Member has the sole right to control the voting and disposition of such Target Ordinary Shares (if any) and any other Securities (if any) held by it; and (iii) none of the New Member and its Affiliates owns, directly or indirectly, any Target Ordinary Shares or other Securities, other than as set forth on Schedule A hereto.

(5) Reliance

Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Sections 3(a)(1) to 3(a)(4) and have been induced by them to enter into this Agreement.

Notice

Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile number or electronic mail address provided under the Consortium Agreement, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications, (a) if hand delivered, shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt; otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt; (b) if posted by mail, it shall be treated as delivered five (5) days after posting; (c) if transmitted by facsimile or electronic mail, shall be deemed received upon confirmation of delivery.

Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

Dispute Resolution.

Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6.1. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 6(a) in any way.

Specific Performance.

Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the New Member has caused this Agreement to be duly executed by its respective authorized officers as of the day and year first above written.

[New Member's Name]

By: _____
Name:
Position:

Notice details

Address:
Email:
Facsimile:

ANNEX A (ADHERENCE AGREEMENT)

EXISTING MEMBERS

Herman Man Guo

Qing Xu

SCHEDULE A (ADHERENCE AGREEMENT)

SHARES HELD OF RECORD

<u>New Member</u>	<u>Shares Held of Record</u>		<u>Other Securities</u>
	<u>Ordinary Shares</u>	<u>ADSs</u>	
[New Member's Name]			