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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

**FORM 8-K**

CURRENT REPORT PURSUANT TO  
SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) October 30, 2009

**SEARCHMEDIA HOLDINGS LIMITED**

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(Exact Name of Registrant as Specified in Its Charter)

**Cayman Islands**

**001-33800**

**26-4540870**

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(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer Identification No.)

**4B, Ying Long Building,  
1358 Yan An Road West, Shanghai  
People's Republic of China**

**200052**

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(Address of Principal Executive Offices)

(Zip Code)

**(86-21) 5169 0552**

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(Registrant's Telephone Number, Including Area Code)

**ID ARIZONA CORP.**

**1105 N. Market Street, Suite 1300  
Wilmington, Delaware 19801**

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(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On October 30, 2009, Ideation Acquisition Corp., a Delaware corporation (“Ideation”), entered into an amendment, referred to herein as the fourth amendment, to the Agreement and Plan of Merger, Conversion and Share Exchange, dated as of March 31, 2009, as amended, by and among Ideation, ID Arizona Corp., an Arizona corporation and wholly owned subsidiary of Ideation (“ID Arizona”), SearchMedia International Limited, an exempted company incorporated with limited liability in the Cayman Islands (“SM Cayman” or “SearchMedia”), the subsidiaries of SM Cayman, and Shanghai Jingli Advertising Co., Ltd. (“Jingli Shanghai,” and together with SM Cayman and its subsidiaries, the “SearchMedia entities” or “SM entities”), and certain shareholders and warrant holders of SM Cayman, among others, referred to herein as the share exchange agreement. The fourth amendment was entered into with the SM Cayman shareholders’ representatives and amends the share exchange agreement to revise certain provisions of the memorandum and articles of ID Cayman, as defined below, following the closing of the business combination to provide for Co-Chairmen of the board of directors and to eliminate certain rights of the Chairman of the board of directors to cast an additional vote in the event the board of directors becomes deadlocked with respect to any matter. The Co-Chairmen of the board as of the closing were Qinying Liu and Robert Fried. The fourth amendment also made a correction to the number of ordinary shares of SM Cayman into which the preferred shares of SM Cayman would convert pursuant to the preferred conversion. A copy of the fourth amendment is attached hereto as Exhibit 2.5 and is incorporated herein by reference.

On October 30, 2009, Ideation completed a redomestication that resulted in holders of Ideation securities holding securities in SearchMedia Holdings Limited, a Cayman Islands exempted company (“ID Cayman” or the “Company”), pursuant to the share exchange agreement. The share exchange agreement provided for two primary transactions: (1) the redomestication of Ideation from a Delaware corporation to a Cayman Islands exempted company and (2) the business combination between ID Cayman and SM Cayman, after which SM Cayman became a wholly owned subsidiary of ID Cayman.

The redomestication of Ideation involved two steps. First, Ideation effected a merger pursuant to Section 253 of the General Corporation Law of the State of Delaware and Section 10-1107 of the Arizona Revised Statutes in which Ideation merged with and into ID Arizona with ID Arizona surviving the merger. Second, after the merger, ID Arizona became a Cayman Islands exempted company pursuant to a conversion and continuation procedure under Arizona and Cayman Islands law.

Immediately after the redomestication, ID Cayman completed the acquisition of all the issued and outstanding shares and warrants of SM Cayman, and SM Cayman security holders, including certain SM Cayman noteholders and warrant holders, received ordinary shares, or securities exercisable or exchangeable for ordinary shares, of ID Cayman.

As a consequence of the merger of Ideation and ID Arizona and the conversion and continuation of ID Arizona into ID Cayman, ID Cayman succeeded to a number of definitive agreements entered into by Ideation, including the agreements governing the warrants issued by Ideation, among other agreements. Each of these agreements has been previously filed by Ideation as an exhibit to its periodic reports with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

In connection with the business combination, ID Cayman entered into a Voting Agreement with certain shareholders and security holders of ID Cayman. A description of the Voting Agreement is contained in the proxy statement/prospectus filed with the Securities and Exchange Commission on October 5, 2009 (the “Proxy Statement/Prospectus”) under the section titled “Certain Agreements Relating to the Business Combination – Voting Agreement,” which section is incorporated herein by reference. A copy of the form of voting agreement is included as [Annex F](#) to the Proxy Statement/Prospectus.

In connection with the business combination, ID Cayman entered into a Registration Rights Agreement with certain shareholders and warrant holders of ID Cayman and the converting SM Cayman noteholders. A description of the Registration Rights Agreement is contained in the Proxy Statement/Prospectus under the section titled “Certain Agreements Relating to the Business Combination – Registration Rights Agreement,” which section

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is incorporated herein by reference. A copy of the form of registration rights agreement is included as [Annex H](#) to the Proxy Statement/Prospectus.

In addition, the following provides an update to the Proxy Statement/Prospectus section titled “Certain Agreements Relating to the Business Combination – Registration Rights Agreement.” All page references below refer to the Proxy Statement/Prospectus.

- The first sentence on page 139 reads as follows: “At the closing of the business combination, ID Cayman and certain of the SM Cayman shareholders and warrant holders will enter into a registration rights agreement pursuant to which such SM Cayman shareholders and warrant holders will be entitled to registration rights for any ID Cayman ordinary shares received by them in connection with the business combination (including any ordinary shares issued to them upon exercise of warrants of ID Cayman).”

This sentence is amended and restated in its entirety with the following: “At the closing of the business combination, ID Cayman and certain of the SM Cayman shareholders and warrant holders and holders of SM Cayman interim notes will enter into a registration rights agreement pursuant to which such SM Cayman shareholders and warrant holders will be entitled to registration rights for any ID Cayman ordinary shares received by them in connection with the business combination (including any ordinary shares issued to them upon exercise of warrants of ID Cayman).”

- The third sentence on page 139 reads as follows: “Pursuant to the registration rights agreement, SM Cayman shareholders and warrant holders holding at least 50% of the outstanding registrable securities are entitled to demand that ID Cayman register the ordinary shares held by the SM Cayman shareholders and warrant holders who have registration rights.”

This sentence is amended and restated in its entirety with the following: “Pursuant to the registration rights agreement, SM Cayman shareholders and warrant holders and holders of SM Cayman interim notes holding at least 37% of the outstanding registrable securities are entitled to demand that ID Cayman register the ordinary shares held by the SM Cayman shareholders and warrant holders who have registration rights.”

A copy of the Proxy Statement/Prospectus is included as Exhibit 99.1 and is incorporated herein by reference.

### **Item 2.01. Completion of Acquisition or Disposition of Assets.**

#### **Completion of the Redomestication**

On October 30, 2009, the redomestication of Ideation from Delaware to the Cayman Islands was completed. As a result of the redomestication:

- Holders of Ideation units received one ID Arizona unit for each Ideation unit held at the time of the merger, which, upon the conversion and continuation of ID Arizona to the Cayman Islands, resulted in such holders holding one ID Cayman unit for each ID Arizona unit held at the time of the conversion.
- Holders of Ideation common stock received one share of ID Arizona common stock for each share of Ideation common stock held at the time of the merger, which, upon the conversion and continuation of ID Arizona to the Cayman Islands, resulted in such holders holding one ID Cayman ordinary share for each share of ID Arizona common stock held at the time of the conversion.
- Holders of Ideation warrants received one ID Arizona warrant for each Ideation warrant held at the time of the merger, which, upon the conversion and continuation of ID Arizona to the Cayman Islands, resulted in such holders holding one ID Cayman warrant for each ID Arizona warrant held at the time of the conversion.
- Holders of the Ideation option to purchase 500,000 units, consisting of 500,000 shares of common stock and 500,000 warrants, received one ID Arizona option to purchase 500,000 units, consisting of 500,000

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shares of common stock and 500,000 warrants, which, upon the conversion and continuation of ID Arizona to the Cayman Islands, resulted in such holders holding one ID Cayman option to purchase 500,000 units, consisting of 500,000 ordinary shares and 500,000 warrants of ID Cayman.

The ID Arizona and ID Cayman securities have the same terms as the Ideation securities for which they were exchanged. However, the rights of shareholders under Cayman Islands law may differ from those under Delaware law. A comparison of the rights of stockholders under Delaware and Cayman Islands law is included in the Proxy Statement/Prospectus under the section titled “The Redomestication Proposal — Differences of Stockholder Rights,” which section is incorporated herein by reference.

### **Completion of the Business Combination**

On October 30, 2009, ID Cayman completed the acquisition of all issued and outstanding shares and warrants of SM Cayman, and SM Cayman security holders, including certain SM Cayman noteholders and warrant holders, received ordinary shares or securities exercisable or exchangeable for ordinary shares of ID Cayman. Also, as a result of the business combination:

- After giving effect to conversion of the preferred shares of SM Cayman, at closing, ID Cayman acquired 97,474,068 ordinary shares of SM Cayman, representing 100% of SM Cayman shares in issue.
- SM Cayman shareholders received 6,583,149 ordinary shares of ID Cayman.
- SM Cayman warrant holders received warrants to purchase 1,519,186 ordinary shares of ID Cayman.
- SM Cayman option holders received options to purchase 255,570 ordinary shares of ID Cayman.
- SM Cayman holders of restricted shares and restricted share units, which we refer to as restricted share awards, received 261,177 restricted share awards of ID Cayman.
- Certain SM Cayman noteholders received 1,712,874 ordinary shares of ID Cayman and warrants to purchase 428,219 ordinary shares of ID Cayman.

ID Cayman has also agreed to issue to the holders of the outstanding ordinary shares, Series A, Series B and Series C preferred shares and warrants of SM Cayman up to 10,150,352 additional ID Cayman ordinary shares, which we refer to as the earn-out shares, pursuant to an earn-out provision in the share exchange agreement based on the adjusted net income of the combined company for the fiscal year ending December 31, 2009. Holders of any other outstanding preferred shares (if any), share options, or restricted share awards of SM Cayman will not be entitled to receive any of the 10,150,352 earn-out shares, even if these securities are converted into (in the case of preferred shares) or exercised for (in the case of options), ordinary shares of SM Cayman, or vest (in the case of restricted share awards), before the business combination. The 10,150,352 earn-out shares will be issued to the holders of ordinary shares, Series A, Series B and Series C preferred shares and warrants of SM Cayman as follows:

If ID Cayman’s adjusted net income for the fiscal year ending December 31, 2009 is equal to or greater than \$25.7 million, ID Cayman will issue an aggregate number of earn-out shares calculated in accordance with the formula below. If ID Cayman’s adjusted net income for the fiscal year ending December 31, 2009 is equal to or greater than \$38.4 million, adjusted net income shall be deemed to be equal to \$38.4 million for purposes of the formula.

$$\text{Earn-out Shares Issued} = \frac{\text{(2009 adjusted net income — \$25.7 million)}}{\$12.7 \text{ million}} \times 10,150,352 \text{ shares}$$

If on or prior to April 15, 2010 a bona fide definitive agreement is executed and the subsequent consummation of the transactions contemplated by such agreement results in a change of control of ID Cayman,

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then, regardless of whether the targeted net income threshold has been met, ID Cayman shall issue and deliver all of the earn-out shares to the holders of ordinary shares, Series A, Series B and Series C preferred shares and warrants of SM Cayman, if the change of control is approved by a majority of the independent directors then on the board of directors of ID Cayman or if the acquisition consideration delivered to the shareholders of ID Cayman in the change of control has a value (as determined in good faith by a majority of the independent directors then on the board of directors of ID Cayman) that is equal to at least \$11.82 per share on a fully diluted basis (as equitably adjusted for any stock split, combinations, stock dividends, recapitalizations or similar events). Such earn-out share payments shall be issued and delivered promptly after the occurrence of such change of control.

At Ideation's special meeting of stockholders held on October 27, 2009, holders of 37,655 shares of common stock of Ideation elected to convert their shares into a pro rata portion of the trust account established in connection with Ideation's initial public offering and thereafter maintained by Continental Transfer & Trust Co. (the "Trust Account"). The cash for the payment to the Ideation stockholders electing conversion was funded with funds released from the Trust Account. The balance of the funds held in the Trust Account were released to ID Cayman at the closing of the business combination and will be used for transaction expenses, potential acquisitions and operating capital.

Upon the closing of the business combination, in exchange for open market purchases which satisfied the "sponsor purchase commitment amount," as defined in the Proxy Statement/Prospectus, Frost Gamma Investments Trust was issued warrants to purchase 105,275 ordinary shares of ID Cayman. The number of warrants issued was determined by multiplying the number of ordinary shares purchased during the sponsor purchase commitment period by 0.25.

Upon the closing of the business combination, taking into account the conversion of Ideation common stock described above, under the treasury method and using the trust liquidation value per share of \$7.8815, the shareholders of SM Cayman own an aggregate of 38.9% of the basic and 37.4% of the fully diluted issued and outstanding shares of ID Cayman. Assuming the maximum number of earn-out shares are issued, the shareholders of SM Cayman would own an aggregate of 59.0% of the basic and 55.5% of the fully diluted issued and outstanding shares of ID Cayman.

On November 2, 2009, the Company issued a press release announcing the completion of the redomestication and business combination, a copy of which is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

\* \* \* \* \*

### **FORM 10 DISCLOSURES**

Item 2.01(f) of Form 8-K states that if the registrant was a shell company, as Ideation was immediately before the business combination disclosed under Item 2.01, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10 under the Securities Exchange Act of 1934, as amended. Accordingly, below is the information that would be included in Form 10. Please note that the information provided below relates to the combined company after the business combination.

Further, please note that Item 2.01(f) of Form 8-K states that if any disclosure required by this item is previously reported the registrant may identify the filing in which that disclosure is included instead of including that disclosure in this report. Accordingly, references are made below to the Proxy Statement/Prospectus and the Registration Statement on Form S-4 filed with the SEC on September 30, 2009 (the "Registration Statement").

#### **Item 1. Business.**

Information about the Company's business is contained in the Proxy Statement/Prospectus under the section titled "Information About SearchMedia," which section is incorporated herein by reference.

In addition, the following provides an update to the Proxy Statement/Prospectus section titled "Information About SearchMedia." All page references below refer to the Proxy Statement/Prospectus.

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- Each of the first sentence of the second bullet point on page 16, the first sentence of the first bullet point on page 156 and the first sentence of the second bullet point on page 183 reads as follows: “SearchMedia’s network of over 175,000 printed and digital poster frames delivers targeted advertising messages inside elevators to captive audiences in high-rise residential and office buildings in 57 major cities in China.”  
This sentence is amended and restated in its entirety with the following on each of the respective pages: “As of October 15, 2009, SearchMedia’s network of over 140,000 printed and digital poster frames delivered targeted advertising messages inside elevators to captive audiences in high-rise residential and office buildings in 54 major cities in China.”
- The first sentence of the first full paragraph on page 156 reads as follows: “SearchMedia’s multi-platform offerings are cross-marketed by an integrated sales force located in 29 offices across China.”  
This sentence is amended and restated in its entirety with the following: “SearchMedia’s multi-platform offerings are cross-marketed by an integrated sales force located in 25 offices across China.”
- The first sentence of the last full paragraph (not including headings) on page 156 reads as follows: “With a nationwide coverage of 57 cities within 28 provinces throughout China and Hong Kong, SearchMedia is one of the largest operators of out-of-home advertising media networks in China.”  
This sentence is amended and restated in its entirety with the following: “With a nationwide coverage of 57 cities within 27 provinces throughout China and Hong Kong, SearchMedia is one of the largest operators of out-of-home advertising media networks in China.”
- The last sentence of the second full paragraph on page 157 reads as follows: “SearchMedia believes its expansion opportunities, both geographic and in new advertising markets, can be further characterized by low incremental cost and high marginal profit, as it continues to leverage its existing integrated sales team located in 29 offices across 28 provinces, supported by the IT, human resource and administration professionals at its corporate headquarters.”  
This sentence is amended and restated in its entirety with the following on each of the respective pages: “SearchMedia believes its expansion opportunities, both geographic and in new advertising markets, can be further characterized by low incremental cost and high marginal profit, as it continues to leverage its existing integrated sales team located in 25 offices in 20 cities across China (including Hong Kong), supported by the IT, human resource and administration professionals at its corporate headquarters.”
- The first sentence of the first paragraph on page 170 reads as follows: “SearchMedia is headquartered in Shanghai, with 29 offices in 24 cities across China (including Hong Kong, through its wholly owned subsidiary, Ad-Icon).”  
This sentence is amended and restated in its entirety with the following: “SearchMedia is headquartered in Shanghai, with 25 offices in 20 cities across China (including Hong Kong, through its wholly owned subsidiary, Ad-Icon).”
- The first sentence of the first full paragraph on page 171 reads as follows: “SearchMedia installs poster frames primarily on the inside of elevators of modern high-rise buildings in 57 cities across 28 provinces in China and Hong Kong, including Shanghai, Beijing, Guangzhou and Shenzhen.”  
This sentence is amended and restated in its entirety with the following: “SearchMedia installs poster frames primarily on the inside of elevators of modern high-rise buildings in 57 cities across 27 provinces in China and Hong Kong, including Shanghai, Beijing, Guangzhou and Shenzhen.”

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- The first sentence of the last paragraph on page 173 reads as follows: “SearchMedia supports its advertising clients with its sales, maintenance and site relationship personnel located in 29 offices in 24 cities in China.”

This sentence is amended and restated in its entirety with the following: “SearchMedia supports its advertising clients with its sales, maintenance and site relationship personnel located in 25 offices in 20 cities in China.”

### **Item 1A. Risk Factors.**

The risks associated with the Company are contained in the Proxy Statement/Prospectus under the section titled “Risk Factors,” which section is incorporated herein by reference.

### **Item 2. Financial Information.**

The Company’s selected financial data is contained in the Proxy Statement/Prospectus under the section titled “Selected Summary Historical Financial Information,” which section is incorporated herein by reference.

Information about the Company’s quantitative and qualitative disclosures about market risk are contained in the Proxy Statement/Prospectus under the section titled “SearchMedia’s Management’s Discussion and Analysis of Financial Condition and Results of Operation – Quantitative and Qualitative Disclosures About Market Risk,” which section is incorporated herein by reference.

Management’s discussion and analysis of financial condition and results of operation of the Company is contained in the Proxy Statement/Prospectus under the section titled “SearchMedia’s Management’s Discussion and Analysis of Financial Condition and Results of Operation,” which section is incorporated herein by reference.

In addition, the following provides an update to the Proxy Statement/Prospectus section titled “SearchMedia’s Management’s Discussion and Analysis of Financial Condition and Results of Operation” through June 30, 2009.

	<u>SearchMedia</u>	
	<u>For the six-month period ended June 30, 2008</u>	<u>For the six-month period ended June 30, 2009</u>
	(\$ in thousands)	
Advertising service revenues	31,346	44,878
Cost of revenues <sup>(1)(2)</sup>	(17,427)	(24,567)
Gross profit	13,919	20,311
Operating expenses:		
Sales and marketing <sup>(1)(2)</sup>	(2,869)	(2,350)
General and administrative <sup>(2)</sup>	(4,602)	(4,582)
Total operating expenses	(7,471)	(6,932)
Income from operations	6,448	13,379
Interest income	(2,599)	(1,179)
Interest expense	119	4
Decrease in fair value of note warrant liability	229	43
Foreign currency exchange loss, net	(40)	—
Income before income taxes	4,157	12,247
Income taxes expenses	(2,149)	(3,350)
Net income	<u>2,008</u>	<u>8,897</u>

	SearchMedia	
	For the six-month period ended June 30, 2008	For the six-month period ended June 30, 2009
	(\$ in thousands)	
(1) Include amortization expenses of intangibles as follows		
Cost of revenues	733	1,020
Sales and marketing	662	473
(2) Include share-based compensation expenses as follows		
Cost of revenues	27	17
Sales and marketing	31	20
General and administrative	1,024	313

As of June 30, 2009, unrecognized share-based compensation cost in respect of granted options and restricted share units amounted to \$655,000 and \$395,000, respectively.

***Comparison of SearchMedia's Consolidated Results of Operations for the six-month period ended June 30, 2009 Against the six-month period ended June 30, 2008***

***Revenues.*** Revenues increased from \$31.3 million for the six-month period ended June 30, 2008 to \$44.9 million for six-month period ended June 30, 2009, primarily due to rapid organic growth and acquisitions. Of this \$13.6 million increase in revenues, the majority was attributable to the acquisitions and the increased number of contracts entered into with clients. The total number of sales contracts increased from 600 for the six-month period ended June 30, 2008 to 944 for the six-month period ended June 30, 2009. As a result of the challenging business environment and the market downturn during the period, however, the average revenues per contract decreased from \$52,000 for the six-month period ended June 30, 2008 to \$47,000 for the six-month period ended June 30, 2009.

***Cost of revenues.*** Total cost of revenues increased from \$17.4 million for the six-month period ended June 30, 2008 to \$24.6 million for the six-month period ended June 30, 2009. Costs of revenues for both the periods primarily consisted of leasing cost SearchMedia paid to site owners and managers. The increase of such leasing cost from \$14.1 million for the six-month period ended June 30, 2008 to \$ 21.3 million for the six-month period ended June 30, 2009 was in line with the increase in revenue.

***Operating expenses.*** Total operating expenses decreased from \$7.5 million for the six-month period ended June 30, 2008 to \$6.9 million for the six-month period ended June 30, 2009:

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- *Sales and marketing expenses.* Sales and marketing expenses decreased from \$2.9 million for the six-month period ended June 30, 2008, to \$2.4 million for the six-month period ended June 30, 2009. The decrease was primarily due to decreased promotion and marketing activities in response to the market downturn.
- *General and administrative expenses.* General and administrative expenses decreased slightly from \$4.60 million for the six-month period ended June 30, 2008, to \$4.58 million for the six-month period ended June 30, 2009. The decrease was primarily due to decreased staff costs and corresponding rental expenses as a result of tighter cost controls.

*Interest expense.* Interest expense decreased substantially from \$2.6 million for the six-month period ended June 30, 2008 to \$1.2 million for the six-month period ended June 30, 2009. The decrease was primarily due to no amortization of discount on the convertible notes incurred during the six-month period ended June 30, 2009.

*Income tax expense.* Income tax expense increased from \$2.1 million for the six-month period ended June 30, 2008 to \$3.4 million for six-month period ended June 30, 2009. The effective tax rate decreased from 51.7% for the six-month period ended June 30, 2008 to 27.4% for the six-month period ended June 30, 2009, mainly due to decrease of SM Cayman's administrative and interest expenses which are not deductible for income tax purposes.

*Net income.* As a result of the foregoing, SearchMedia had a net income of \$8.9 million for the six-month period ended June 30, 2009, compared to a net income of \$2.0 million for the six-month period ended June 30, 2008.

### **Liquidity and Capital Resources**

The following table sets forth a summary of SearchMedia's consolidated cash flows for the periods indicated:

	<b>For the six-month period ended June 30, 2008</b>	<b>For the six-month period ended June 30, 2009</b>
	(\$ in thousands)	
Net cash (used in) / generated from operating activities	(4,342)	1,970
Net cash used in investing activities	(14,023)	(7,375)
Net cash provided by financing activities	23,403	4,006
Net increase / (decrease) in cash	5,153	(1,349)
Cash at beginning of period	6,333	5,715
Cash at end of period	11,486	4,366

### **Operating Activities**

Net cash generated from operating activities was \$2.0 million for the six-month period ended June 30, 2009, and was primarily attributable to (i) net income of \$8.9 million, (ii) an increase in accrued expenses and other payables of \$5.3 million as a result of increase in business tax and surcharges payable which were in line with SearchMedia's revenue growth, and an increase in accrued expenses for professional services, and (iii) an increase in income taxes payable as a result of the increase in net income, as partially offset by (x) an increase in accounts receivable balance of \$7.0 million as a result of increased sales, and (y) an increase in prepaid expenses, rental deposits and other current assets of \$6.0 million as a result of the increase in the number of leasing contracts signed in connection with the network expansion for the period.

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Net cash used in operating activities was \$4.3 million for the six-month period ended June 30, 2008, and was primarily attributable to (i) an increase in accounts receivable balance of \$9.8 million as a result of increased sales, and (ii) an increase in prepaid expenses, rental deposits and other current assets of \$6.1 million as a result of the increase in the number of leasing contracts signed in connection with the network expansion, and (iii) an increase in amounts due from related parties of \$4.0 million as a result of account receivables collected by previous shareholders of the acquired companies on behalf of SearchMedia, as partially offset by an increase in accrued expenses and other payables and accounts payable of \$4.0 million and \$3.2 million, respectively for the period, as a result of the increase in business tax and surcharges and accrued payroll which were in line with SearchMedia's revenue growth and staff headcount growth.

### ***Investing Activities***

Net cash used in investing activities was \$7.4 million for the six-month period ended June 30, 2009 and was primarily attributable to a payment of \$7.3 million in connection with SearchMedia's acquisitions.

Net cash used in investing activities was \$14.0 million for the six-month period ended June 30, 2008 and was primarily attributable to (i) a payment of \$11.1 million in connection with SearchMedia's acquisitions, and (ii) a payment of \$3.0 million for the purchase of property and equipment in connection with SearchMedia's purchase of digital display equipment.

### ***Financing Activities***

Net cash provided by financing activities was \$4.0 million for the six-month period ended June 30, 2009, and was primarily attributable to the proceeds from interim notes of \$3.5 million.

Net cash provided by financing activities totaled \$23.4 million for the six-month period ended June 30, 2008 and was primarily attributable to (i) the proceeds from issuance of convertible notes and warrants of \$12 million, (ii) proceeds from the issuance of Series C Shares of \$9.4 million and (iii) decrease in restricted bank deposit of \$4.0 million used as collateral for bank loans, as partially offset by \$2.1 million in bank repayment.

### **Item 3. Properties.**

Information about the Company's properties is contained in the Proxy Statement/Prospectus under the sub-section titled "Facilities" in the section titled "Information About SearchMedia." Such sub-section is incorporated herein by reference.

In addition, the following provides an update to the Proxy Statement/Prospectus sub-section titled "Facilities."

The second sentence under the sub-section "Facilities" on page 182 of the Proxy Statement/Prospectus reads as follows: "As of July 31, 2009, SearchMedia's offices in 24 cities occupy an aggregate of 7,120 square meters of leased space." This sentence is amended and restated in its entirety with the following: "As of October 15, 2009, SearchMedia's offices in 20 cities occupy an aggregate of 6,395 square meters of leased space."

### **Item 4. Security Ownership of Certain Beneficial Owners and Management.**

The following table sets forth information, as of the completion of the business combination on October 30, 2009, based on information obtained from the persons named below or filings with the SEC, with respect to the beneficial ownership of shares of ID Cayman by (i) each person known by us to be the owner of more than 5% of the outstanding shares of ID Cayman's ordinary shares, (ii) each director and executive officer of ID Cayman, and (iii) all directors and executive officers of ID Cayman as a group. Except as indicated in the footnotes to the table, the persons named in the table have sole voting and investment power with respect to all shares of ordinary shares shown as beneficially owned by them. The determinations of beneficial ownership are based upon Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

Beneficial Owner	Ordinary Shares Beneficially Owned-Assuming No Earn-Out Shares Issued	Percentage of Class of Ordinary Shares Beneficially Owned-Assuming No Earn-Out Shares Issued (%)	Ordinary Shares Beneficially Owned-Assuming All Earn-Out Shares Issued	Percentage of Class of Ordinary Shares Beneficially Owned-Assuming All Earn-Out Shares Issued (%)
<b>Officers and Directors</b>				
Qinying Liu (1)	923,563	4.4%	2,074,881	6.7%
Robert N. Fried(2)	1,216,672	5.9%	1,216,672	3.9%
Steven D. Rubin(3)	310,500	1.5%	310,500	1.0%
Earl Yen (4)	2,445,083	11.8%	5,220,397	16.9%
Jianzhong Qu	—	*	—	*
Larry Lu	—	*	—	*
Glenn Halpryn (5)	15,860	*	15,860	*
Chi-Chuan Chen	—	*	—	*
Garbo Lee(6)	325,000	1.6%	325,000	1.1%
Jennifer Huang(7)	1,053,825	5.1%	1,053,825	3.4%
All directors and officers as a group (10 persons)	6,290,503	30.3%	10,217,135	33.1%
<b>5% Holders</b>				
Dr. Phillip Frost, M.D. (8)	4,855,935	23.4%	4,855,935	15.7%
Deutsche Bank AG, HK Branch(9)	2,399,995	11.6%	5,380,216	17.4%
China Seed Ventures, L.P.(10)	2,445,083	11.8%	5,220,397	16.9%
HBK Investments	1,249,984	6.0%	1,249,984	4.0%
Linden Ventures II(11)	1,982,820	9.6%	2,481,789	8.0%
Jennifer Huang	1,053,825	5.1%	1,053,825	3.4%
Le Yang(12)	938,589	4.5%	2,108,800	6.8%
Sun Hing Associates Ltd	833,999	4.0%	1,882,670	6.1%

\* The person beneficially owns less than 1% of ID Cayman’s outstanding common shares.

(1) Excludes 600,000 ordinary shares issuable to Mrs. Liu’s husband converted at the exchange ratio (0.0675374).

(2) Includes exercisable warrants to purchase 593,000 ordinary shares.

(3) Includes exercisable warrants to purchase 153,000 ordinary shares.

(4) Consists of ordinary shares and warrants beneficially owned by China Seed Ventures, which may be deemed beneficially owned by Mr. Yen.

(5) Includes ordinary shares and exercisable warrants to purchase 3,172 ordinary shares beneficially owned by Halpryn Capital Partners LLC.

(6) Consists of options to purchase 325,000 ordinary shares.

(7) Consists of 950,000 vested restricted shares awards, 100,000 restricted share units and exercisable warrants to purchase 3,825,000 ordinary shares.

(8) Includes exercisable warrants to purchase 2,471,200 ordinary shares.

(9) Includes exercisable warrants to purchase 255,427 ordinary shares.

(10) Includes exercisable warrants to purchase 903,318 ordinary shares.

(11) Includes exercisable warrants to purchase 714,025 ordinary shares.

(12) Includes exercisable warrants to purchase 3,825 ordinary shares.

**Item 5. Directors and Executive Officers.**

The disclosures set forth in Item 5.02 to this Current Report are incorporated into this item by reference.

**Item 6. Executive Compensation.**

Information regarding the Company’s executive compensation is set forth in the Proxy Statement/Prospectus under the section titled “Directors and Executive Officers—Compensation of Officers and Directors,” which section is incorporated herein by reference.

**Item 7. Certain Relationships and Related Transactions, and Director Independence.**

Information regarding the Company’s related party transactions and director independence is described in the Proxy Statement/Prospectus under the sections titled “Certain Relationships and Related Party Transactions” and “Directors and Executive Officers—Independence of Directors,” which sections are incorporated herein by reference.

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In addition, the following provides an update to the Proxy Statement/Prospectus section titled “Certain Relationships and Related Party Transactions.” All page references below refer to the Proxy Statement/Prospectus.

The following paragraphs are added to the last paragraph, on page 226, of the sub-section titled “Transactions with SearchMedia’s Shareholders, Senior Management Personnel and Affiliated Entities of Companies Acquired by Shanghai Jingli”:

Prior to the closing of the share exchange, Ms. Liu and Ms. Yang entered into agreements with SM Cayman providing that 700,394 and 477,903 shares of SM Cayman owned by each of them, respectively, would be repurchased in satisfaction of such obligations. Such shares were repurchased prior to the closing.

Since July, 2009, China Seed Ventures L.P. and E-TV Limited made advances to SM Cayman, in an aggregate amount equal to \$336,300 and \$165,000, respectively, each pursuant to a promissory note. Such advances were used primarily for the payment of fees, expenses and other amounts in connection with the transactions contemplated by the share exchange agreement. The notes accrued interest at 12 percent per annum, provided that if the principal amount under the notes is paid within ten (10) days after the closing of the share exchange, no interest would be due thereon. If not paid within ten (10) days after the closing of the share exchange, interest at a rate of 12 percent per annum would be payable up to the closing date and thereafter, interest will accrue at 20 percent per annum. These notes are subordinated to the note issued by SM Cayman in favor of Linden Ventures.

### **Item 8. Legal Proceedings.**

Information regarding the Company’s legal proceedings is contained in the Proxy Statement/Prospectus under the section titled “Information About SearchMedia – Legal Proceedings,” which section is incorporated herein by reference.

### **Item 9. Market Price of and Dividends on the Registrant’s Common Equity and Related Stockholder Matters.**

Ideation’s common stock, warrants and units are listed on the NYSE Amex under the symbols IDI, IDI.W and IDI.U, respectively. The closing price for these securities on March 30, 2009, the last trading day before announcement of the entering into of the share exchange agreement, was \$7.52, \$0.10, and \$7.54, respectively. The closing price for the securities on November 4, 2009, the most recent trading day before the date of this Current Report, was \$8.18, \$2.40 and \$10.00, respectively.

Ideation units commenced public trading on November 20, 2007, and the common stock and warrants commenced public trading separately on December 26, 2007.

The table below sets forth, for the periods indicated, the high and low bid prices for the securities as reported on the NYSE Amex in U.S. dollars. These quotations reflect inter-dealer prices, without markup, markdown or commissions, and may not represent actual transactions.

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	High	Units Low	High	Common Stock Low	High	Warrants Low
<b>2007</b>						
November 20 through December 31, 2007	\$ 8.01	\$ 7.85	\$ 7.20	\$ 7.20	\$ 0.70	\$ 0.70
<b>2008</b>						
First Quarter	\$ 7.90	\$ 7.30	\$ 7.10	\$ 7.10	\$ 0.70	\$ 0.35
Second Quarter	\$ 7.85	\$ 7.35	\$ 7.11	\$ 7.11	\$ 0.40	\$ 0.29
Third Quarter	\$ 8.10	\$ 7.25	\$ 8.10	\$ 7.15	\$ 0.44	\$ 0.25
Fourth Quarter	\$ 7.20	\$ 6.85	\$ 7.20	\$ 6.75	\$ 0.71	\$ 0.03
<b>2009</b>						
First Quarter	\$ 7.70	\$ 7.17	\$ 7.55	\$ 7.18	\$ 0.15	\$ 0.03
Second Quarter	\$ 8.72	\$ 7.41	\$ 7.86	\$ 7.50	\$ 0.69	\$ 0.11
Third Quarter	\$ 9.82	\$ 8.15	\$ 7.99	\$ 7.69	\$ 1.69	\$ 0.48
Fourth Quarter (through November 4)	\$ 12.00	\$ 8.20	\$ 9.20	\$ 7.48	\$ 3.14	\$ 1.18

After the redomestication and business combination, Ideation intends to reapply to the NYSE Amex in order for the ordinary shares, warrants and units of ID Cayman to maintain their listing on the NYSE Amex. It is unclear whether ID Cayman will meet the minimum number of holders requirement for continued listing on the NYSE Amex and as a result, NYSE Amex may delist ID Cayman's securities from quotation on its exchange, which could limit investors' ability to make transactions in ID Cayman's securities.

As of November 3, 2009, there were, of record, twenty-nine holders of common stock, twelve holders of warrants and one holder of units.

Ideation has not paid any dividends on its common stock to date and does not intend to pay dividends prior to the completion of a business combination.

SearchMedia securities are not publicly traded. SearchMedia has not paid any dividends on its ordinary shares.

### **Item 10. Recent Sales of Unregistered Securities.**

The disclosures set forth in Item 3.02 to this Current Report are incorporated into this item by reference.

**Item 11. Description of Registrant’s Securities to Be Registered.**

The description of the Company’s securities is contained in the Proxy Statement/Prospectus under the section titled “Description of ID Cayman’s Securities Following the Business Combination,” which section is incorporated herein by reference.

**Item 12. Indemnification of Directors and Officers.**

A description of the indemnification provisions relating to the Company’s officers and directors is contained in Part II, Item 20 of the Registration Statement, which section is incorporated herein by reference.

**Item 13. Financial Statements and Supplementary Data**

The disclosures set forth in Item 9.01 to this Current Report are incorporated into this item by reference.

**Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

**Item 15. Financial Statements and Exhibits.**

The disclosures set forth in Item 9.01 to this Current Report are incorporated into this item by reference.

\* \* \* \* \*

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

As a result of the business combination, SM Cayman is the wholly owned subsidiary of ID Cayman. Information regarding SM Cayman’s contractual obligations is contained in the Proxy Statement/Prospectus under the section titled “SearchMedia’s Management’s Discussion and Analysis of Financial Condition and Results of Operations – Contractual Obligations,” which section is incorporated herein by reference.

**Item 3.02. Unregistered Sales of Equity Securities.**

ID Cayman completed the acquisition of all issued and outstanding shares of SM Cayman and (i) SM Cayman shareholders received 6,583,149 ordinary shares of ID Cayman, (ii) SM Cayman warrant holders received warrants to purchase 1,519,186 ordinary shares of ID Cayman, (iii) SM Cayman option holders received options to purchase 255,570 ordinary shares of ID Cayman, (iv) SM Cayman holders of restricted share awards received 261,177 restricted share awards of ID Cayman, and (v) certain SM Cayman noteholders received 1,712,874 ordinary shares of ID Cayman and warrants to purchase 428,219 ordinary shares of ID Cayman. The ordinary shares issued in connection with the business combination are restricted securities as that term is defined in Rule 144 under the Securities Act of 1933, as amended. The ordinary shares issuable upon exercise or exchange are also restricted securities.

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Also, upon the closing of the business combination, in exchange for open market purchases which satisfied the “sponsor purchase commitment amount,” as defined in the Proxy Statement/Prospectus, Frost Gamma Investments Trust was issued warrants to purchase 105,275 ordinary shares of ID Cayman.

The foregoing securities were issued pursuant to an exemption from registration afforded by Section 4(2) of the Securities Act of 1933, as amended, and Regulation D thereunder.

The disclosures set forth in Item 2.01 to this Current Report under the section “Description of Registrant’s Securities to Be Registered” are incorporated into this item by reference.

### **Item 3.03. Material Modification to Rights of Security Holders.**

In connection with the merger, conversion and continuation and business combination, on October 30, 2009, ID Cayman adopted the form of Memorandum of Association and Articles of Association included in Annex B of the Proxy Statement/Prospectus, as amended pursuant to the fourth amendment to the share exchange agreement. The foregoing documents govern ID Cayman’s ordinary shares. The provisions of the Memorandum and Articles of Association are described in detail in the Proxy Statement/Prospectus under the sections titled “The Redomestication Proposal,” “The Share Increase Proposal,” “The Declassification Proposal,” “The Amendment Proposal,” “The Shareholder Consent Proposal” and “The Corporate Existence Proposal” and in Item 1.01 of this Current Report, which sections and item are incorporated herein by reference.

### **Item 5.01. Changes in Control of Registrant.**

The disclosures set forth in Item 2.01 to this Current Report are incorporated into this item by reference.

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.**

Effective as of the consummation of the business combination on October 30, 2009, all of the officers of ID Cayman resigned and all of the directors of ID Cayman resigned, except for Robert Fried and Glenn Halpryn.

Effective as of the consummation of the business combination on October 30, 2009, Qinying Liu, Steven Rubin, Earl Yen, Jianzhong Qu, Larry Lu and Chi-Chuan Chen were appointed directors of ID Cayman, and Robert Fried and Qinying Liu were appointed Co-Chairmen of the board of directors of ID Cayman. The following individuals were appointed as executive officers of ID Cayman: Garbo Lee, President, and Jennifer Huang, Chief Operating Officer and Acting Chief Financial Officer.

Information regarding the Company’s directors and officers is set forth in the Proxy Statement/Prospectus under the sections titled “The Redomestication Proposal – Management of ID Cayman,” “Directors and Executive Officers,” and “Certain Relationships and Related Party Transactions,” which sections are incorporated herein by reference. In addition, the following provides an update to the Proxy Statement/Prospectus section titled “Directors and Executive Officers”: Andrew Gormley will not serve as an officer of ID Cayman. The information set forth in Item 2.01 under the section “Certain Relationships and Related Transactions, and Director Independence” is incorporated herein by this reference.

In connection with the business combination, on October 30, 2009, the stockholders of Ideation approved the assumption of the SearchMedia International Limited 2008 Share Incentive Plan and its amendment and restatement as the SearchMedia Holdings Limited Amended and Restated 2008 Share Incentive Plan (the “Plan”). A description of the Plan is contained in the Proxy Statement/Prospectus under the section titled “The Share Incentive Plan Proposal,” which section is incorporated herein by reference. A copy of the Plan is attached hereto as Exhibit 10.13 and incorporated herein by reference.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

In connection with the merger, conversion and continuation and business combination, ID Cayman adopted the form of Memorandum and Articles of Association included in [Annex B](#) of the Proxy Statement/Prospectus, as amended pursuant to the fourth amendment to the share exchange agreement. The provisions of the Memorandum and Articles of Association are described in detail in the Proxy Statement/Prospectus under the sections titled “The Redomestication Proposal,” “The Share Increase Proposal,” “The Declassification Proposal,” “The Amendment Proposal,” “The Shareholder Consent Proposal,” and “The Corporate Existence Proposal” and in Item 1.01 of this Current Report, which sections and item are incorporated herein by reference.

**Item 5.06. Change in Shell Company Status.**

Upon the closing of the business combination, ID Cayman, the successor to Ideation and ID Arizona, ceased to be a shell company. The material terms of the transaction pursuant to which (i) Ideation merged with and into ID Arizona, (ii) ID Arizona became ID Cayman pursuant to a conversion and continuation procedure, and (iii) ID Cayman acquired SM Cayman are described in the Proxy Statement/Prospectus, under the sections titled “The Redomestication Proposal,” “The Business Combination Proposal” and “The Share Exchange Agreement,” which sections are incorporated herein by reference.

In addition, the following provides an update to the Proxy Statement/Prospectus section titled “The Share Exchange Agreement.” All page references below refer to the Proxy Statement/Prospectus.

- The first sentence of the third paragraph on page 118 reads as follows: “Immediately following the redomestication, ID Cayman will acquire each ordinary share and preferred share of SM Cayman issued and outstanding prior to the business combination in exchange for an aggregate of 6,662,727 ID Cayman ordinary shares.”

This sentence is amended and restated in its entirety with the following: “Immediately following the redomestication, ID Cayman will acquire each ordinary share and preferred share of SM Cayman issued and outstanding prior to the business combination in exchange for an aggregate of 6,583,149 ID Cayman ordinary shares.”

- The first bullet point under the subsection titled “Covenants” on page 124 reads as follows: “the SM Cayman preferred shareholders and SM Cayman to convert all preferred shares of SM Cayman into an aggregate of 69,532,866 ordinary shares of SM Cayman, prior to the closing of the business combination;”

This bullet point is amended and restated in its entirety with the following: “the SM Cayman preferred shareholders and SM Cayman to convert all preferred shares of SM Cayman into an aggregate of 68,018,531 ordinary shares of SM Cayman, prior to the closing of the business combination;”

- The first sentence of the second paragraph under the subsection titled “Sponsor Purchases” on page 129 reads as follows: “The Frost Group, LLC, through itself, its affiliates or others, owns 777,900 IPO Shares consisting of (i) 250,000 shares acquired as part of 250,000 units purchased in the IPO, (ii) 206,800 shares purchased between the date of the IPO and March 31, 2009, and (iii) 321,100 shares purchased between April 1, 2009 and September 28, 2009 pursuant to arrangements described above.”

This sentence is amended and restated in its entirety with the following: “The Frost Group, LLC, through itself, its affiliates or others, owns 927,900 IPO Shares consisting of (i) 250,000 shares acquired as part of 250,000 units purchased in the IPO, (ii) 206,800 shares purchased between the date of the IPO and March 31, 2009, and (iii) 471,100 shares purchased between April 1, 2009 and October 29, 2009.”

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- The following paragraph is added on pg 137 at the end of the subsection titled “Amendments to Share Exchange Agreement”:

On October 30, 2009, Ideation entered into an amendment, referred to herein as the fourth amendment, to the share exchange agreement with the SM Cayman shareholders’ representatives. The fourth amendment amends the share exchange agreement to revise certain provisions of the memorandum and articles of ID Cayman following the closing to provide for Co-Chairmen of the board and to eliminate certain rights of the Chairman of the board of directors to cast an additional vote in the event the board of directors becomes deadlocked with respect to any matter. The Co-Chairmen of the board of directors as of the closing were Qinying Liu and Robert Fried. The fourth amendment also made a correction to the number of ordinary shares of SM Cayman into which the preferred shares of SM Cayman would convert pursuant to the preferred conversion.

### **Item 9.01. Financial Statements and Exhibits.**

#### **(a) Financial Statements of Business Acquired**

Financial statements of SearchMedia International Limited as of and for the periods ended June 30, 2008 and June 30, 2009 are filed herewith beginning on page F-1.

The following financial statements and notes are contained in the Proxy Statement/Prospectus under the section titled “Index to Financial Statements,” which section is incorporated herein by reference.

#### **SearchMedia International Limited**

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of December 31, 2007 and 2008

Consolidated Statements of Income for the period from February 9, 2007 (date of inception) through December 31, 2007 and for the year ended December 31, 2008

Consolidated Statements of Shareholders’ (Deficit)/Equity and Comprehensive Income for the period from February 9, 2007 (date of inception) through December 31, 2007 and for the year ended December 31, 2008

Consolidated Statements of Cash Flows for the period from February 9, 2007 (date of inception) through December 31, 2007 and for the year ended December 31, 2008

Notes to Consolidated Financial Statements

#### **Shanghai Sige Advertising and Media Co., Ltd.**

Report of Independent Registered Public Accounting Firm

Balance Sheets as of December 31, 2006 and June 3, 2007

Statements of Income for the year ended December 31, 2006 and the period from January 1, 2007 through June 3, 2007

Statements of Owner’s Deficit and Comprehensive Income for the year ended December 31, 2006 and the period from January 1, 2007 through June 3, 2007

Statements of Cash Flows for the year ended December 31, 2006 and the period from January 1, 2007 through June 3, 2007

Notes to Financial Statements

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### **Shenzhen Dale Advertising Co., Ltd.**

Report of Independent Registered Public Accounting Firm

Balance Sheets as of December 31, 2006 and June 3, 2007

Statements of Income for the year ended December 31, 2006 and the period from January 1, 2007 through June 3, 2007

Statements of Owner's Equity and Comprehensive Income for the year ended December 31, 2006 and the period from January 1, 2007 through June 3, 2007

Statements of Cash Flows for the year ended December 31, 2006 and the period from January 1, 2007 through June 3, 2007

Notes to Financial Statements

#### (b) Pro Forma Financial Information

Pro forma financial information reflecting the period ended June 30, 2009 of ID Cayman is filed herewith beginning on page PF-1.

#### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, Conversion and Share Exchange by and among Ideation Acquisition Corp., the registrant, SearchMedia International Limited, the subsidiaries of SearchMedia International Limited, the subsidiaries of SearchMedia International Limited, Shanghai Jingli Advertising Co., Ltd. and certain shareholders and warrant holders of SearchMedia International Limited (incorporated by reference to Exhibit 2.1 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
2.2	First Amendment to Agreement and Plan of Merger, Conversion and Share Exchange, dated as of May 27, 2009, by and among the registrant, Earl Yen, Tommy Cheung and Stephen Lau and Qinying Liu (incorporated by reference to Exhibit 2.2 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
2.3	Second Amendment to Agreement and Plan of Merger, Conversion and Share Exchange, dated as of September 8, 2009, by and among the registrant, Earl Yen, Tommy Cheung, Stephen Lau, Qinying Liu, Linden Ventures, Inc., Vervain Equity Investment Limited, Sun Hing Associates Limited and The Frost Group, LLC (incorporated by reference to Exhibit 2.3 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
2.4	Third Amendment to Agreement and Plan of Merger, Conversion and Share Exchange, dated as of September 22, 2009, by and among the registrant, Ideation Acquisition Corp., Earl Yen, Tommy Cheung, Terrance Hogan, Qinying Liu, and Linden Ventures II (BVI), Ltd. (incorporated by reference to Exhibit 2.4 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
2.5	Fourth Amendment to Agreement and Plan of Merger, Conversion and Share Exchange, dated as of October 30, 2009, by and among the registrant, Ideation Acquisition Corp., Earl Yen, Tommy Cheung, Stephen Lau and Qinying Liu.

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<u>Exhibit No.</u>	<u>Description</u>
3.1	Articles of Incorporation of ID Arizona Corp. (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
3.2	Bylaws of ID Arizona Corp. (incorporated by reference to Exhibit 3.2 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
3.3	Memorandum and Articles of Association of SearchMedia Holdings Limited upon completion of redomestication.
4.1	Specimen Unit Certificate of Ideation Acquisition Corp. (incorporated by reference to Exhibit 4.1 to the Registration Statement of Ideation Acquisition Corp. on Form S-1 (Reg No. 333-144218))
4.2	Specimen Common Stock Certificate of Ideation Acquisition Corp. (incorporated by reference to Exhibit 4.2 to the Registration Statement of Ideation Acquisition Corp. on Form S-1 (Reg No. 333-144218))
4.3	Form of Warrant Certificate of Ideation Acquisition Corp. (incorporated by reference to Exhibit 4.3 to the Registration Statement of Ideation Acquisition Corp. on Form S-1 (Reg No. 333-144218))
4.4	Form of Warrant Agreement between the Ideation Acquisition Corp. and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.4 to the Registration Statement of Ideation Acquisition Corp. on Form S-1 (Reg No. 333-144218))
4.5	Form of Warrant of ID Cayman (incorporated by reference to Exhibit 4.5 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
4.6	Form of Unit Purchase Option to be granted to Lazard Capital Markets LLC (incorporated by reference to Exhibit 4.5 of the Registration Statement of Ideation Acquisition Corp. on Form S-1 (File No. 333-144218)).
10.1	Form of Registration Rights Agreement among SM Cayman, Deutsche Bank AG, Hong Kong Branch, Gentfull Investment Limited, Gavast Estates Limited, China Seed Ventures, L.P. and Linden Ventures II (BVI) (incorporated by reference to Exhibit 10.1 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.2	Form of Lock-Up between ID Cayman and SM Cayman shareholders and warrant holders (incorporated by reference to Exhibit 10.2 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.3	Form of Management Lock-Up between ID Cayman and SM Cayman shareholders and warrant holders (incorporated by reference to Exhibit 10.3 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).*
10.4	Form of Voting Agreement between SM Cayman, Qinying Liu, Le Yang, China Seed Ventures, L.P., Gentfull Investment Limited, Gavast Estates Limited, Linden Ventures II (BVI), Limited, Frost Gamma Investments Trust, Robert N. Fried, Subbarao Uppaluri, Steven D. Rubin and Jane Hsiao (incorporated by reference to Exhibit 10.4 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).

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<u>Exhibit No.</u>	<u>Description</u>
10.5	Form of Employment Agreement with the SM Cayman executive officers (incorporated by reference to Exhibit 10.5 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).*
10.6	English Translation of Exclusive Technology Consulting and Service Agreement between Jieli Consulting and Jingli Shanghai, dated as of September 10, 2007 (incorporated by reference to Exhibit 10.6 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.7	English Translation of Exclusive Call Option Agreement among Jingli Shanghai, its shareholders and Jieli Consulting, dated as of September 10, 2007 (incorporated by reference to Exhibit 10.7 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.8	English Translation of Equity Pledge Agreement among Jingli Shanghai, its shareholders and Jieli Consulting, dated as of September 10, 2007 (incorporated by reference to Exhibit 10.8 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.9	English Translation of Power of Attorney by the shareholders of Jieli Consulting dated as of September 10, 2007 (incorporated by reference to Exhibit 10.9 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.10	English Translation of Loan Agreement between the shareholders of Jingli Shanghai and Jieli Consulting, dated as of September 10, 2007 (incorporated by reference to Exhibit 10.10 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.11	Form of Securities Escrow Agreement among the Registrant, Continental Stock Transfer & Trust Company and the initial stockholders (incorporated by reference to Exhibit 10.1 of the Registration Statement of Ideation Acquisition Corp. on Form S-1 (File No. 333-144218)).
10.12	Letter Agreement, dated as of September 8, 2009, by and among Ideation Acquisition Corp. and certain investors of Ideation Acquisition Corp. and SearchMedia International Limited (incorporated by reference to Exhibit 10.13 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
10.13	SearchMedia Holdings Limited Amended and Restated 2008 Share Incentive Plan.*
21.1	Subsidiaries of SearchMedia Holdings Limited (incorporated by reference to Exhibit 21.1 of the Registrant's Registration Statement on Form S-4 (File No. 333-158336)).
99.1	Proxy Statement/Prospectus (incorporated by reference to the Proxy Statement/Prospectus on Form 424(b)(3) filed with the Securities and Exchange Commission on October 5, 2009).
99.2	Press release dated November 2, 2009.

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\* This Exhibit is a management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: November 5, 2009

**SEARCHMEDIA HOLDINGS LIMITED**

/s/ Qinying Liu

Qinying Liu

Co-Chairman of the Board of Directors

/s/ Earl Yen

Earl Yen

Independent Director

/s/ Jianzhong Qu

Jianzhong Qu

Independent Director

/s/ Garbo Lee

Garbo Lee

President

/s/ Jennifer Huang

Jennifer Huang

Chief Operating Officer

**SearchMedia International Limited**  
**Unaudited Condensed Consolidated Balance Sheets**  
(Amounts in thousands, except share data)

Assets	Note	December 31, 2008 US\$	June 30, 2009 US\$
<i>Current assets:</i>			
Cash		5,715	4,366
Accounts receivable, net of allowance for doubtful accounts		37,008	43,964
Amounts due from related parties	8	11,493	13,954
Prepaid expenses and other current assets		11,944	17,926
Deferred tax assets	7	580	605
<b>Total current assets</b>		<b>66,740</b>	<b>80,815</b>
Rental deposits		169	14
Property and equipment, net		7,255	6,469
Deposits for acquisitions		6,229	—
Intangible assets, net	3	5,235	3,745
Goodwill	3	26,148	67,387
<b>Total assets</b>		<b>111,776</b>	<b>158,430</b>
<b>Liabilities, redeemable convertible preferred shares and shareholders' equity</b>			
<i>Current liabilities:</i>			
Short-term borrowings	4	1,856	5,862
Promissory notes	5	15,000	15,000
Accounts payable		8,701	8,171
Accrued expenses and other payables		13,218	18,357
Acquisition consideration payable		15,203	42,889
Amounts due to related parties	8	717	472
Deferred revenue		3,301	1,166
Income taxes payable		9,787	13,258
<b>Total current liabilities</b>		<b>67,783</b>	<b>105,175</b>
Deferred tax liabilities	7	1,297	924
<b>Total liabilities</b>		<b>69,080</b>	<b>106,099</b>
Series B redeemable convertible preferred shares; US\$0.0001 par value; 36,363,635 shares authorized, issued and outstanding as of December 31, 2008 and June 30, 2009 (Redemption value US\$32,364)		24,906	27,980
Series C redeemable convertible preferred shares; US\$0.0001 par value; 40,000,000 shares authorized, 4,845,276 shares issued and outstanding as of December 31, 2008 and 23,169,231 shares issued and outstanding as of June 30, 2009 (Redemption value US\$13,975)	9	12,918	13,975
<i>Shareholders' equity:</i>			
Series A convertible preferred shares; US\$0.0001 par value; 20,000,000 shares authorized, 10,000,000 shares issued and outstanding as of December 31, 2008 and June 30, 2009, respectively		722	722
Ordinary shares; US\$0.0001 par value; 443,636,365 shares authorized, 32,119,500 shares issued and outstanding as of December 31, 2008 and June 30, 2009, respectively		3	3
Additional paid-in capital		2,083	2,783
Accumulated other comprehensive income		2,064	2,102
Accumulated retained earnings		—	4,766
<b>Total shareholders' equity</b>		<b>4,872</b>	<b>10,376</b>
Commitments and contingencies	11		
<b>Total liabilities, redeemable convertible preferred shares and shareholders' equity</b>		<b>111,776</b>	<b>158,430</b>

See accompanying notes to unaudited condensed consolidated interim financial statements.

**SearchMedia International Limited**  
**Unaudited Condensed Consolidated Statements of Income**  
**(Amounts in thousands)**

		For the six-month period ended June 30, 2008	For the six-month period ended June 30, 2009
	Note	US\$	US\$
Advertising service revenues	8(a)	31,346	44,878
Cost of revenues		<u>(17,427)</u>	<u>(24,567)</u>
<b>Gross profit</b>		<b>13,919</b>	<b>20,311</b>
Sales and marketing expenses		(2,869)	(2,350)
General and administrative expenses		<u>(4,602)</u>	<u>(4,582)</u>
<b>Income from operations</b>		<b>6,448</b>	<b>13,379</b>
Interest expense	6	(2,599)	(1,179)
Interest income		119	4
Decrease in fair value of note warrant liability		229	43
Foreign currency exchange loss, net		<u>(40)</u>	<u>—</u>
<b>Income before income taxes</b>		<b>4,157</b>	<b>12,247</b>
Income tax expense	7	<u>(2,149)</u>	<u>(3,350)</u>
<b>Net income</b>		<b><u>2,008</u></b>	<b><u>8,897</u></b>

See accompanying notes to unaudited condensed consolidated interim financial statements.

**SearchMedia International Limited**  
**Unaudited Condensed Consolidated Statements of Shareholders' Equity and Comprehensive Income**  
(Amounts in thousands, except share data)

	Note	Ordinary shares		Series A convertible preferred shares		Additional paid-in capital	Accumulated other comprehensive income	Retained earnings	Total shareholders' equity	Comprehensive income
		Number of shares	Amount	Number of shares	Amount	US\$	US\$	US\$	US\$	US\$
			US\$		US\$					
Balance as of January 1, 2009		32,119,500	3	10,000,000	722	2,083	2,064	—	4,872	—
Net income		—	—	—	—	—	—	8,897	8,897	8,897
Foreign currency exchange translation adjustment		—	—	—	—	—	38	—	38	38
<b>Comprehensive income</b>										<b>8,935</b>
Accretion to Series B redeemable convertible preferred shares redemption value		—	—	—	—	—	—	(3,074)	(3,074)	—
Accretion to Series C redeemable convertible preferred shares redemption value	9	—	—	—	—	—	—	(1,057)	(1,057)	—
Share-based compensation	10	—	—	—	—	700	—	—	700	—
<b>Balance as of June 30, 2009</b>		<b>32,119,500</b>	<b>3</b>	<b>10,000,000</b>	<b>722</b>	<b>2,783</b>	<b>2,102</b>	<b>4,766</b>	<b>10,376</b>	<b>—</b>

See accompanying notes to unaudited condensed consolidated interim financial statements.

**SearchMedia International Limited**  
**Unaudited Condensed Consolidated Statements of Cash Flows**  
**(Amounts in thousands)**

	For the six-month period ended June 30, 2008	For the six-month period ended June 30, 2009
	US\$	US\$
<b>Net income</b>	<b>2,008</b>	<b>8,897</b>
<i>Adjustments to reconcile net income to net cash used in operating activities:</i>		
Depreciation and amortization of property and equipment	539	847
Amortization of intangible assets	1,395	1,493
Share-based compensation	1,100	700
Amortization of discount on convertible notes	2,158	—
Deferred tax benefit	(344)	(348)
Decrease in fair value of warrant liability	(229)	(43)
<i>Changes in operating assets and liabilities, net of effect of acquisitions:</i>		
Accounts receivable	(9,811)	(6,956)
Prepaid expenses, rental deposits and other current assets	(6,077)	(5,982)
Amounts due from related parties	(5,391)	(2,461)
Accounts payable	3,175	(530)
Accrued expenses and other payables	4,023	5,262
Amounts due to related parties	83	(245)
Deferred revenue	441	(2,135)
Income taxes payable	2,588	3,471
<b>Net cash (used in) / generated from operating activities</b>	<b>(4,342)</b>	<b>1,970</b>
<b>Cash flows from investing activities</b>		
Purchase of property and equipment	(2,962)	(59)
Cash paid for acquisitions	(11,061)	(7,316)
<b>Net cash used in investing activities</b>	<b>(14,023)</b>	<b>(7,375)</b>
<b>Cash flows from financing activities</b>		
Decrease in restricted bank deposit	4,000	—
Proceeds from bank loan	87	506
Repayment of bank loan	(2,084)	—
Proceeds from issuance of Series C redeemable convertible preferred shares, net of issuance costs of US\$600	9,400	—
Proceeds from issuance of convertible notes and warrants	12,000	—
Proceeds from interim notes	—	3,500
<b>Net cash provided by financing activities</b>	<b>23,403</b>	<b>4,006</b>
<b>Effect of foreign currency exchange rate changes on cash</b>	<b>115</b>	<b>50</b>
<b>Net increase / (decrease) in cash</b>	<b>5,153</b>	<b>(1,349)</b>
Cash at beginning of period	6,333	5,715
<b>Cash at end of period</b>	<b>11,486</b>	<b>4,366</b>
<b>Supplemental cash flow information:</b>		
Interest paid	45	7
Income tax paid	162	278
Non-cash investing transaction:		
Purchase price payable in connection with business acquisitions	685	42,889
Non-cash financing transactions:		
Issuance costs payable in respect of Series C redeemable convertible preferred shares	279	98
Issuance costs payable in respect of convertible notes and warrants	76	—

See accompanying notes to unaudited condensed consolidated interim financial statements.

**SearchMedia International Limited**

**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)**

**1. Principal activities, significant concentrations and risks, and basis of presentation**

**(a) Principal activities**

SearchMedia International Limited (the “Company”) is a holding company and, through its subsidiary and consolidated variable interest entities (“VIEs”) (collectively the “Group”), is principally engaged in the provision of advertising services using primarily poster and digital frames that are placed inside elevators in residential and commercial buildings, light boxes and outdoor billboards primarily in the People’s Republic of China (“PRC”).

**(b) Significant concentrations and risks**

For the six-month period ended June 30, 2008 and the six-month period ended June 30, 2009, none of the Group’s customers individually contributed more than 10% of the Group’s advertising service revenues. There is no concentration of cash and bank deposit as of December 31, 2008 and June 30, 2009.

**(c) Basis of presentation**

The accompanying unaudited condensed consolidated interim financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. For the six-month period ended June 30, 2008, the Company’s cash flows used in operating activities were US\$4,342, and for the six-month period ended June 30, 2009, the Company’s cash flows generated from operating activities were US\$1,970.

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)**

**1. Principal activities, significant concentrations and risks, and basis of presentation (continued)**

**(c) Basis of presentation (continued)**

As discussed in note 5, on September 17, 2008, the Company issued a new promissory note of US\$15,000 in exchange for the Notes (see note 5). The Notes were to mature upon the earlier of (i) the closing of a new equity financing by the Company; (ii) the closing of a reverse recapitalization transaction (the "Reverse Recapitalization") with Ideation Acquisition Corp. ("Ideation"), a special purpose acquisition company, pursuant to a plan of merger, conversion and share exchange agreement (the "Share Exchange Agreement") executed on March 31, 2009; and (iii) the termination of the Share Exchange Agreement. The Reverse Recapitalization was approved by Ideation's shareholders on October 27, 2009 and closed on October 30, 2009 (the "Closing Date"). Under the terms of the Reverse Recapitalization, US\$10,000 of the outstanding new promissory note was converted into ordinary shares of Ideation as of the Closing Date (see note 5) and the remaining outstanding balance of US\$5,000 and all accrued and unpaid interest on the principal sum of US\$15,000 as of the Closing Date shall be paid in cash to the investor of the new promissory note.

In addition, as discussed in note 4, on March 19, 2009, the Company issued interim notes of US\$3,500, which were to mature upon the earlier of (i) the closing of a new equity financing by the Company; and (ii) the closing of the Reverse Recapitalization. The principal amount outstanding under these interim notes as of the Closing Date was also converted into ordinary shares of Ideation.

As discussed in note 2, the Company entered into a number of business acquisitions in 2008, many of which require contingent consideration payable in cash based on the acquirees' future earnings. The Reverse Recapitalization is intended to provide the Company with the necessary financing to repay these obligations and to fund the operations of its operating VIEs in the PRC. Following the consummation of this transaction, the Company becomes a 100%-owned subsidiary of Ideation, which has been renamed as SearchMedia Holdings Limited.

The accompanying unaudited condensed consolidated interim financial statements as of June 30, 2009 and for the six-month period ended June 30, 2008 and the six-month period ended June 30, 2009 have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which is the same basis as the annual consolidated financial statements. Disclosures have been made in the unaudited condensed consolidated interim financial statements where events subsequent to December 31, 2008 have occurred which have a material impact on the Group. The accompanying unaudited condensed consolidated interim financial statements should be read in conjunction with the consolidated balance sheet of the Group as of December 31, 2008 and the related consolidated statements of income, shareholders' equity and comprehensive income, and cashflows for the year ended December 31, 2008.

In the opinion of management, all adjustments (which include normal recurring adjustments) necessary to present a fair statement of the financial position as of June 30, 2009 and the results of operations and cash flows for the six-month period ended June 30, 2008 and the six-month period ended June 30, 2009, have been made. The results of operations for the six-month period ended June 30, 2009 are not necessarily indicative of the operating results for the full fiscal year or any future periods.

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)**

**2. Acquisitions**

In January 2008, Shanghai Jingli Advertising Co., Ltd. (“Jingli”) acquired the advertising business of Beijing Wanshuizhiyuan Advertising Co., Ltd, Shenyang Xicheng Advertising Co., Ltd. and Qingdao Kaixiang Advertising Co., Ltd. In February 2008, Jingli acquired the advertising business of Shanghai Haiya Advertising Co., Ltd. (“Shanghai Haiya”). In April 2008, Jingli acquired the advertising business of Tianjin Shengshitongda Advertising Creativity Co., Ltd. (“Tianjin SHengshitongda”), Beijing Youluo Advertising Co., Ltd. (“Beijing Youluo”), and Ad-Icon Company Limited (“Ad-Icon”). In July 2008, the Company acquired the respective advertising businesses of Changsha Jingli Advertising Co., Ltd. (“Changsha Jingli”), Wenzhou Rigao Advertising Co., Ltd. (“Wenzhou Rigao”) and Wuxi Ruizhong. Advertising Co., Ltd. (“Wuxi Ruizhong”)

As of June 30, 2009, the aggregate contingent consideration in connection with the first 12-month earn-out period of Shanghai Haiya, Tianjin Shengshitongda, Beijing Youluo, Ad-Icon, Changsha Jingli, Wenzhou Rigao and Wuxi Ruizhong is estimated to be US\$47,214. As such, aggregate goodwill of US\$41,240 was recorded, which relates to the work force and the synergies expected to be achieved from integrating the advertising services and locations of each of the acquired companies. The goodwill recognized in connection with the business combination is not deductible for tax purpose.

**3. Goodwill and other intangible assets**

The changes in carrying amount of goodwill are as follow:

	<u>December 31 2008</u> US\$	<u>June 30, 2009</u> US\$
Beginning balance of goodwill	444	26,148
Recognized upon resolution of contingent consideration	25,670	41,240
Foreign currency exchange translation	34	(1)
<b>Ending balance of goodwill</b>	<b><u>26,148</u></b>	<b><u>67,387</u></b>

Intangible assets consist of the following:

	<u>Weighted average amortization period</u>	<u>December 31, 2008</u> US \$	<u>June 30, 2009</u> US\$
<b>Gross amount</b>			
Customer relationship	1 to 3 years	2,991	2,991
Lease agreements	1 to 4 years	5,927	5,927
		<u>8,918</u>	<u>8,918</u>
<b>Accumulated amortization</b>			
Customer relationship		(1,795)	(2,263)
Lease agreements		(1,888)	(2,910)
<b>Net intangible assets</b>		<b><u>5,235</u></b>	<b><u>3,745</u></b>

**SearchMedia International Limited****Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
(Amounts in thousands, except share data)**3. Goodwill and other intangible assets (continued)**

Amortization of intangible assets was allocated to in the following expense items:

	For the six-month period ended June 30, 2008	For the six-month period ended June 30, 2009
	US\$	US\$
Cost of revenues	733	1,020
Sales and marketing expenses	662	473
<b>Total amortization</b>	<b><u>1,395</u></b>	<b><u>1,493</u></b>

Future expected amortization of intangible assets as of June 30, 2009 are as follows:

	US\$
July to December 2009	1,484
2010	1,735
2011	505
2012	21
	<u>3,745</u>

**4. Short-term borrowings**

The Group's short term borrowings as of June 30, 2009 represent a short-term bank loan of US\$542, unsecured promissory notes of US\$1,700 and an unsecured loan of US\$120 and interim notes of US\$3,500.

On March 19, 2009, the Company issued promissory notes to a third party investor, an existing Series A preferred shareholder and certain management personnel of the Company for cash of US\$1,750, US\$1,500 and US\$250, respectively ("Second Interim Notes"). The Second Interim Notes mature at the earlier of (i) the closing of a new equity financing by the Company; (ii) the closing of the Reverse Recapitalization, and (iii) March 31, 2009, but only in the event that the Share Exchange Agreement is not executed as of such date. The Second Interim Notes bear interest at 12% per annum until its maturity date after which the interest rate of 20% per annum shall take effect. In connection with the Second Interim Notes, the Company, the New Note investor and the Guarantors mutually agreed to extend the Collateral to guarantee the Company's obligations owed to the Second Interim Notes investors. On March 19, 2009, the Company granted to certain investors of the Second Interim Notes warrants to purchase 442,000 ordinary shares of the Company at an exercise price of US\$0.00001 per share. The warrants are exercisable from the issuance date to May 30, 2011.

As discussed in Note 1(c), the Reverse Recapitalization was closed on October 30, 2009, and the principal amount outstanding under these interim notes as of the Closing Date was converted into ordinary shares of Ideation.

**5. Promissory notes and warrants**

On March 17, 2008, the Company issued convertible promissory notes (the "Notes") to two investors (one being an existing Series A preferred shareholder) for total cash consideration of US\$12,000. The Notes bore interest at 12% per annum and matured on September 17, 2008. The investors of the Notes had the right to convert the principal amount of the Notes plus any accrued and unpaid interest into the Company's equity securities issued and sold before maturity ("the Next Equity Financing") at a conversion price equal to 80% of the Next Equity Financing issue price.

The Company also granted the Notes investors warrants to purchase the Company's equity securities issued at the Next Equity Financing at an exercise price of 80% of the Next Equity Financing issue price ("Note Warrants"). The Note Warrants had an exercise period of three years commencing March 17, 2008. The number of shares issuable under the Note Warrants is equal to (a) 25% of the original principal amount of the Notes ("Warrant Coverage"), or US\$3,000, divided by (b) 80% of the actual purchase price per share of the Next Equity Financing. Since Series C redeemable convertible preferred shares, with an issuance price of US\$2.63 per share (see note 9), were the Next Equity Financing, the purchase price used to determine the number of shares issuable under the Note Warrants has been determined to be US\$2.104 per share.

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)**

**5. Promissory notes and warrants (continued)**

The gross proceeds from the issuance the Notes of US\$12,000 were first allocated to the fair value of Note Warrants of US\$2,100, which was presented within accrued expenses and other payables. The Note Warrants were determined to be a liability at inception pursuant to SFAS 150 “*Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity*” because it embodies a conditional obligation that requires the issuer to settle the obligation by transferring a number of its ordinary shares if the holder exercises the Note Warrants and at inception the obligation has a monetary value that is based solely on variations inversely related to changes in the fair value of the issuer’s equity shares. The remaining balance of the gross proceeds of US\$9,900 was recorded as promissory notes. Total issuance costs of US\$349 were initially recognized as a separate asset in the consolidated balance sheet. The discount on convertible notes of US\$2,100 and the Notes issuance costs of US\$349 was amortized to interest expense using the effective interest rate method.

Subsequent to initial recognition, the intrinsic value of the contingent beneficial conversion feature of US\$5,100, which was measured as of March 17, 2008, was recognized as an additional Notes discount with a corresponding credit to additional paid-in capital on May 30, 2008, being the date of the triggering event (that is, the issuance of the Next Equity Financing). The additional Notes discount and debt issue costs were fully amortized to interest expense over the term of the Notes from May 30, 2008 to September 17, 2008.

For the year ended December 31, 2008, the amortization of discount on the Notes was US\$7,200, the interest on the Notes was US\$720, and the amortisation of issuance costs was US\$349, all of which were included in interest expense. The Note Warrant liability was recorded at its fair value of US\$1,618 as of December 31, 2008, with the change in fair value of US\$482 recognized in the consolidated statement of income for the year ended December 31, 2008.

On September 17, 2008, one of the Notes investors converted its Notes with principal sum of US\$2,000 and related accrued interest of US\$120 into 1,042,995 Series C redeemable convertible preferred shares at a conversion price of US\$2.104 per share. On the same date, the other Notes investor cancelled the Notes with principal sum of US\$10,000 plus accrued interest of US\$600 and all the related conversion right in exchange for a new promissory note (the “New Note”) with principal sum of US\$15,000. The New Note does not have a conversion right, bears interest at 12% per annum and matured on December 17, 2008. The related intrinsic value of the contingent beneficial conversion feature of US\$1,182 at the extinguishment date (that is, September 17, 2008) was charged to additional paid-in capital. A loss on extinguishment of the Notes of US\$3,218 was recognized in the consolidated statement of income for the year ended December 31, 2008.

The principal amount and accrued interest of the New Note was not repaid as of December 17, 2008 and the terms of the New Note were amended through a series of agreements between the New Note investor and the Company. As of December 31, 2008, the interest rate of the New Note remained at 12% per annum and the expiration date of the Note Warrants was extended to December 17, 2013. In connection with the issuance of the New Note, the Company agreed to pledge all of its equity interests (“Collateral”) in Jieli Consulting, Jieli Network, Great Talent and Ad-Icon (collectively as “Guarantors”) to guarantee the Company’s obligations owed to the New Note investor.

On March 12, 2009, the New Note remained unpaid and the New Note investor agreed with the Company (subject to certain conditions as discussed below) to extend the maturity date of the New Note to a New Maturity Date which is defined as the earlier of (i) the closing of a new equity financing by the Company; (ii) the closing of the Reverse Recapitalization pursuant to the Share Exchange Agreement; and (iii) the termination of the Share Exchange Agreement. Further, the effective date for the increase in Warrant Coverage by US\$750 for each month that the New Note remains outstanding, pro-rated by reference to the principal sum of the New Note then outstanding after any partial repayment in proportion to the principal sum of the New Note of US\$15,000, is postponed to the New Maturity Date while the interest rate of the New Note shall remain at 12% per annum until the New Maturity Date after which an interest rate of 20% per annum shall take effect.

In addition, the terms of the Note Warrants were amended such that (i) the Next Equity Financing shall also include the closing of an acquisition or merger of the Company; (ii) equity securities shall also include securities of the acquiring person in an acquisition; and (iii) the exercise price per share shall be equal to 80% of the price per share (on an as-if-converted basis) paid by the investors or the acquiring person. The Note Warrants shall be converted into a warrant to purchase ordinary shares of the Special Purpose Acquisition Company’s successor pursuant to the Share Exchange Agreement.

On March 28, 2009, the Company’s shareholders and board of directors resolved to amend the exercise price of Note Warrants from US\$2.104 per share to US\$0.44 per share as a result of the re-pricing of Series C redeemable convertible preferred shares (see note 9).

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)**

**5. Promissory notes and warrants (continued)**

As discussed in Note 1(c), the Reverse Recapitalization was closed on October 30, 2009, and US\$10,000 of the outstanding New Note was converted into ordinary shares of Ideation and the remaining outstanding balance of US\$5,000 and all accrued and unpaid interest on the principal sum of US\$15,000 as of the Closing Date shall be paid in cash to the investor of the New Note.

**6. Interest expense**

	For the six-month period ended June 30, 2008	For the six-month period ended June 30, 2009
	US\$	US\$
Bank loan interest	34	20
Promissory Notes interest	371	1,159
Amortization of Convertible Notes issuance costs	36	—
Amortization of Convertible Notes discount	2,158	—
<b>Total interest expense</b>	<b><u>2,599</u></b>	<b><u>1,179</u></b>

**7. Income taxes**

*Cayman Islands*

Under the current laws of the Cayman Islands, the Company is not subject to tax on its income or capital gains. In addition, upon any payment of dividends by the Company, no withholding tax is imposed.

*Peoples' Republic of China*

The Company's subsidiaries and consolidated VIEs in the PRC are governed by the income tax law of the PRC and file separate income tax returns.

On March 16, 2008, the Fifth Plenary Session of the Tenth National People's Congress passed the Corporate Income Tax Law of the PRC ("new tax law") which became effective on January 1, 2008. According to the new tax law, the enterprise income tax rate for entities other than certain high-tech enterprises or small-scale enterprises that earn "small profit", as defined in the new tax law, is 25%. In addition, from January 1, 2008, certain enterprises that were previously taxed at preferential rates are subject to a five-year transition period during which the income tax rate will gradually be increased to the unified rate of 25% (the "transition rates"). Accordingly, the income tax rate applicable to the assessable profits of Jieli Consulting and Jingli, is reduced from 33% to 25% effective January 1, 2008. The income tax rate applicable to the assessable profits of Sige, which was previously taxed on a Special Concessionary Tax Rate, is 25% effective January 1, 2008. The income tax transition rates applicable to the assessable profits of Dale, which previously was subject to a preferential tax rate of 15%, are 18%, 20%, 22%, 24%, and 25%, for the years ending December 31, 2008, 2009, 2010, 2011 and 2012 onwards, respectively. The entities acquired by Jingli in 2008 are subject to PRC enterprise income tax at 25% on their assessable profits.

Under the new tax law and related implementation rules, a withholding tax is applied on the gross amount of dividends received by the Company from its PRC subsidiaries and consolidated VIEs after January 1, 2008; however undistributed earnings prior to January 1, 2008 are exempted from withholding tax. The implementation rules provide that the withholding tax rate is 10% or the applicable rate specified in a tax treaty. The Company has not provided for income taxes on accumulated earnings of its PRC subsidiaries as of June 30, 2009 since these earnings are intended to be reinvested indefinitely in the PRC. It is not practicable to estimate the amount of additional taxes that might be payable on such undistributed earnings.

*Hong Kong*

Ad-Icon and Great Talent are subject to Hong Kong profits tax at a tax rate of 16.5% on their assessable profits for the six-month period ended June 30, 2008 and the six-month period ended June 30, 2009.

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
(Amounts in thousands, except share data)

**7. Income taxes (continued)**

Income tax expense consists of the following:

	For the six-month period ended June 30, 2008 <u>US \$</u>	For the six-month period ended June 30, 2009 <u>US \$</u>
<b>Current tax</b>		
- PRC	2,493	3,692
- HK	—	25
<b>Deferred tax</b>		
- PRC	(344)	(349)
- HK	—	(18)
<b>Total income tax expense</b>	<u><u>2,149</u></u>	<u><u>3,350</u></u>

The actual income tax expense reported in the consolidated statements of income differs from the expected income tax expense computed by applying the PRC statutory tax rate of 25% for the six-month period ended June 30, 2008 and the six-month period ended June 30, 2009, respectively to income before income taxes as a result of the following:

	For the six-month period ended June 30, 2008 <u>US\$</u>	For the six-month period ended June 30, 2009 <u>US\$</u>
Computed expected tax expense	1,039	3,059
Effect of differential tax rate on income of Dale	(21)	—
Effect of differential tax rate on income of Ad-Icon	—	(13)
Effect of non-PRC entity (the Company) not subject to income tax	881	304
Non-deductible expenses (Note (i))	197	—
Change in valuation allowance	53	—
<b>Actual income tax expense</b>	<u><u>2,149</u></u>	<u><u>3,350</u></u>

Note (i): Non-deductible expenses primarily represent entertainment expenses in excess of statutory deductible limits for tax purpose.

The tax effects of the Group's temporary differences that give rise to significant portions of the deferred tax assets and liabilities are as follows:

	December 31, 2008 <u>US\$</u>	June 30, 2009 <u>US\$</u>
<b>Deferred tax assets:</b>		
<i>Non-current</i>		
-Tax loss carryforwards of a subsidiary	61	61
<i>Current</i>		
-Allowance for doubtful accounts	311	336
-Accrued expenses	269	269
Total gross deferred tax assets	641	666
Valuation allowance	(61)	(61)
<b>Deferred tax assets</b>	<u><u>580</u></u>	<u><u>605</u></u>
<b>Deferred tax liabilities – non-current:</b>		
Intangible assets	(1,297)	(924)
Net deferred tax liability	<u><u>(717)</u></u>	<u><u>(319)</u></u>

**SearchMedia International Limited****Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)****7. Income taxes (continued)**

The realization of the future tax benefits of a deferred tax asset is dependent on future taxable income against which such tax benefits can be applied or utilized and the consideration of the scheduled reversal of deferred tax liabilities and any available tax planning strategies. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. All available evidence must be considered in the determination of whether sufficient future taxable income will exist since the ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible and tax loss carryforwards are utilized. Such evidence includes, but is not limited to, the financial performance of the entities, the market environment in which these entities operate and the length of relevant carryover periods. Sufficient negative evidence, such as cumulative net losses during a three-year period that includes the current year and the prior two years, may require that a valuation allowance be established against the deferred tax assets. Based on Jieli Consulting's historical operating results and Jieli Consulting's limited history to reasonably project its future taxable income over the periods during which the tax loss can be utilized, management believes that it is more likely than not that Jieli Consulting will not realize the benefits of the tax loss carryforwards and therefore a full valuation allowance has been provided against its deferred tax asset as of December 31, 2008 and June 30, 2009.

**8. Related party transactions and balances****(a) Related party transactions**

In the ordinary course of business, the Group enters into certain transactions with its related parties. Management believes that these related party transactions were conducted at normal commercial terms. For the periods presented, material related party transactions are summarized as follows:

	Note	For the six-month period ended June 30, 2008	For the six-month period ended June 30, 2009
Revenue from provision of advertising services	(i)	US\$ 1,288	US\$ 3,005
Expenses for leases of advertising space	(ii)	<u>US\$ 1,463</u>	<u>US\$ 1,833</u>

Note:

- (i) Represents amounts received / receivable from affiliated companies of certain companies acquired by Jingli (see note 2) for provision of advertising services to these affiliated entities. The transactions are conducted on terms comparable to the terms of transactions with third parties.
- (ii) Represents amounts paid / payable to affiliated companies of certain companies acquired by Jingli (see note 2) for leases of advertising spaces from these affiliated entities. The transactions are conducted on terms comparable to the terms of transactions with third parties.

## SearchMedia International Limited

Notes to Unaudited Condensed Consolidated Interim Financial Statements  
(Amounts in thousands, except share data)

## 8. Related party transactions and balances (continued)

(b) Amounts due from / to related parties are analyzed as follows:

	Note	December 31, 2008 US\$	June 30, 2009 US\$
Customer payments collected on behalf of the Group	(i)	7,418	7,990
Receivables for provision of advertising services	(ii)	3,738	5,281
Advances to affiliated companies	(iii)	337	683
Due from related parties		<u>11,493</u>	<u>13,954</u>
Operating expenses paid on behalf of the Group	(iv)	227	278
Payables for the lease of advertising spaces	(v)	490	194
Due to related parties		<u>717</u>	<u>472</u>

Note:

- (i) Represents customer payments collected by the Company's shareholders and senior management personnel of Jingli's acquired subsidiaries on behalf of the Group companies which had not been remitted to the Group companies as of the balance sheet date. During the six-month period ended June 30, 2009, certain customers remitted cash to individual shareholders of the Company and senior management personnel of certain subsidiaries of the Company to settle the amounts they owed to the Group. The amounts received by the shareholders and the senior management personnel are repaid back to the Group on a periodic basis and the balance as of June 30, 2009 is expected to be repaid to the Group within 12 months.
- (ii) Represents amount receivable from affiliated companies of certain companies acquired by Jingli (see note 2) for advertising services provided by the Group to these entities as described in note 8 a(i) above. These amounts are repayable in accordance with normal payment terms with other unrelated customers.
- (iii) Represents the advances made by the Group to the senior management personnel of certain companies acquired by Jingli (see note 2). The amounts are interest free and are expected to be settled within 12 months from the balance sheet date and are secured by the contingent purchase price payable of certain companies acquired by Jingli (see note 2) to the previous owners of the acquired companies.
- (iv) Represents operating expenses paid by the senior management personnel of certain companies acquired by Jingli (see note 2) on behalf of the Group. The amounts are interest free, unsecured and have no fixed terms of repayment. The balance as of June 30, 2009 is expected to be settled to the senior management personnel within 12 months.
- (v) Represents operating lease payments payable to affiliated companies of certain companies acquired by Jingli (see note 2) for leases of advertising space as described in note 8 a(ii) above. The amounts are repayable in accordance with normal payment terms with other unrelated advertising space suppliers.

## 9. Series C Redeemable Convertible Preferred Shares

On March 28, 2009, in contemplation of entering into a reverse recapitalization transaction with a Special Purpose Acquisition Company, the Company's shareholders and board of directors resolved to amend the effective conversion price of the Series C redeemable convertible preferred shares from US\$2.63 per share to US\$0.55 per share. The re-pricing was necessary for the holders of the Series C redeemable convertible preferred shares, which carry certain anti-dilution provisions and preferred liquidation rights, to support the contemplated transaction. As a result of the amendment of the effective conversion price of Series C redeemable convertible preferred shares, the Company issued additional 18,323,955 Series C redeemable convertible preferred shares to the existing holders of Series C redeemable convertible preferred shares. The change in conversion price does not have any impact on the consolidated financial statements since the new conversion price remains higher than the fair value of the Company's ordinary shares as of the commitment date of the Series C redeemable convertible preferred shares.

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
(Amounts in thousands, except share data)

**10. Share-based payments**

Effective on January 1, 2008, the board of directors and shareholders of the Company approved and adopted the 2008 Share Incentive Plan (the “Share Incentive Plan”) which provides for the granting of share options and restricted share units to the eligible employees of the Group to subscribe for ordinary shares of the Company.

**(a) Share options**

The terms and conditions of the outstanding share options as of June 30, 2009 are as follows:

Grant date	No. of options granted	Grant-date fair value per option	Aggregate fair value	Expected life (years)	Expected volatility	Expected dividend yield	Risk-free interest rate
January 2008	4,880,000	US\$0.08 to US\$0.43	US\$1,792	7.7 to 10.0	44.69%	0%	5.31%
February 2008	40,000	US\$ 0.15	US\$ 6	8.0	58.75%	0%	5.02%
April 2008	3,020,000	US\$0.12 to US\$0.39	US\$ 746	6.5 to 10.0	59.63%	0%	5.27%
July 2008	900,000	US\$ 0.12	US\$ 110	8.3 to 8.5	57.77%	0%	5.59%

The Company determined the estimated grant-date fair value of share options based on the Binomial Tree option-pricing model.

The Company has accounted for these options in accordance with SFAS No. 123(revised) “Share-based payment” (“SFAS No. 123R”) by measuring compensation cost based on the grant-date fair value and recognizing the cost over the period during which an employee is required to provide service in exchange for the award. The amount of compensation cost recognized for these share options was US\$350 for the six-month period ended June 30, 2009, of which US\$17, US\$20 and US\$313 was allocated to cost of revenues, sales and marketing expenses and general and administrative expenses respectively. As of June 30, 2009, unrecognized share-based compensation cost in respect of granted share options amounted to US\$655.

The option activity during the six months period ended June 30, 2009 were as follows:

	Number of options	Weighted average exercise price per share	Weighted average remaining contractual term
Balance as of January 1, 2008	8,840,000	US\$0.79	8.6 years
Forfeited during the year	2,095,000	US\$0.40	8.6 years
Balance as of December 31, 2008	6,745,000	US\$0.91	8.7 years

None of the outstanding options as of June 30, 2009 was exercisable.

**(b) Restricted share units**

In January 2008, February 2008 and April 2008, the Company granted restricted share units to certain senior management personnel of the Group under the Share Incentive Plan. The number of restricted share units to which each grantee will receive and the vesting of such units is contingent upon achievement of certain performance goals. The restricted share units contingently vest over a period of 30 months and have a contractual life of 10 years from the date of grant.

Since management believe achievement of the performance goals is probable, the Group recognized compensation cost for these restricted share units of US\$350 for the six-month period ended June 30, 2009, all of which was included in general and administrative expenses. The fair value of the restricted share units was estimated using the Asian option-pricing model and assumes that the performance goals will be achieved. If the performance goals are not met, no compensation cost is recognized and any recognized compensation cost will be reversed. The assumptions used in estimating the fair value of the restricted share units are the same as those related to valuation of share options set out in note 10(a).

There is no restricted share unit activity during the six-month period ended June 30, 2009

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)**

**10. Share-based payments (continued)**

As of June 30, 2009, unrecognized share-based compensation cost in respect of granted restricted share units amounted to US\$395, which is expected to be recognized over a weighted average period of 11 months.

**11. Commitments and contingencies****(a) Operating lease commitments**

The Group leases space inside elevators, light boxes and billboards to display the content of its customers' advertisements, and office premises under operating lease arrangements. These operating leases do not contain provisions for contingent rentals.

Rental expenses under operating leases were allocated to the following expense items:

	For the six-month period ended June 30, 2008	For the six-month period ended June 30, 2009
	US\$	US\$
Cost of revenues	14,091	20,819
General and administrative expenses	732	883
<b>Total rental expenses</b>	<b>14,823</b>	<b>21,702</b>

As of June 30, 2009, future minimum rental payments under non-cancellable operating leases having initial or remaining lease terms of more than one year are as follows:

	US\$
July to December 2009	15,580
2010	13,885
2011	7,291
2012	5,126
Thereafter	<u>3,357</u>
	<b><u>45,239</u></b>

**(b) Capital commitments**

As of June 30, 2009, the Group had contractual commitments of US\$903 for purchase of advertising display equipment.

**12. Fair value of financial instruments**

The fair value of the Group's financial assets and liabilities approximate their carrying amount because of the short-term maturity of these instruments.

**SearchMedia International Limited**  
**Notes to Unaudited Condensed Consolidated Interim Financial Statements**  
**(Amounts in thousands, except share data)**

**13. Subsequent events**

**(a) *Approve Acquisition of SearchMedia International Limited by Ideation Acquisition Corporation Stockholders***

On October 30, 2009, the Company was acquired by Ideation, as part of a reverse recapitalization transaction pursuant to the Share Exchange Agreement executed on March 31, 2009. Ideation shareholders representing 82.9% of Ideation's outstanding shares voted to approve the transaction, with fewer than 0.4% of the shares issued in Ideation's initial public offering electing to convert their shares into cash. Following the consummation of this transaction, the Company is now a 100%-owned subsidiary of Ideation, which has been renamed SearchMedia Holdings Limited, whose common stock, units and warrants trade on the NYSE Amex under the ticker symbols IDI, IDI.U, and IDI.WS, respectively.

## UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

The following unaudited pro forma condensed financial statements give effect to the transactions described in share exchange agreement dated March 31, 2009, as amended respectively on May 27, 2009, September 8, 2009, September 22, 2009 and October 30, 2009 (the "Transaction"), based on the assumptions and adjustments set forth in the accompanying notes.

The unaudited pro forma condensed balance sheet as of September 30, 2009 is derived from the historical unaudited balance sheets of Ideation as of September 30, 2009 and SearchMedia as of June 30, 2009, giving effect to the Transaction, which is being accounted for as a reverse recapitalization as if it had occurred on September 30, 2009.

The following unaudited pro forma condensed statement of income for the nine months ended September 30, 2009 is derived from the historical unaudited statement of operations of Ideation for the nine months ended September 30, 2009 and the historical unaudited statement of income of SearchMedia for the nine months ended June 30 2009 giving effect to the Transaction as if it had occurred on January 1, 2009. The following unaudited pro forma condensed statement of income for the fiscal year ended December 31, 2008 is derived from the respective historical audited statements of income of Ideation and SearchMedia for the fiscal year ended December 31, 2008, giving effect to the Transaction as if it had occurred on January 1, 2008. The historical balance sheet for SearchMedia as of June 30 2009 and the historical statement of income of SearchMedia for the nine months ended June 30, 2009 have not been audited or reviewed by an independent registered public accounting firm.

The Transaction is accounted for as a reverse recapitalization because it fails to meet the criteria to be considered as a business combination described in Statement of Financial Accounting Standards ("SFAS") No. 141(R), "Business Combinations" ("SFAS 141R"), which is effective for periods beginning after December 15, 2008. Pursuant to SFAS 141R, SearchMedia is considered to be the accounting acquirer because it will obtain control of Ideation as a result of the Transaction. The determination was primarily based on SearchMedia comprising the ongoing operations of the combined entity, the senior management of the combined company and retaining equal voting rights in the combined entity's board of directors. However, because Ideation, the accounting acquiree, does not meet the definition of a business provided in SFAS 141R, the recognition and measurement provisions of SFAS 141R do not apply. The share exchange transaction utilizes the capital structure of Ideation and the assets and liabilities of SearchMedia are recorded at historical cost. Although SearchMedia will be deemed to be the acquiring company for accounting and financial reporting purposes, the legal status of Ideation as the surviving corporation will not change.

ID Cayman were to issue 6,583,149 shares of Ideation's common stock to exchange the outstanding ordinary and preferred shares of SearchMedia and issue 1,712,874 shares to certain promissory notes holders of SearchMedia. In addition, ID Cayman shall issue a maximum of 10,150,352 Earn-Out Shares (as defined in the share exchange agreement) to the SearchMedia shareholders based on the combined entity's FY2009 Adjusted Net Income and warrant holders, will receive Earn-Out Shares if the combined entity's FY2009 Adjusted Net Income (as defined in the share exchange agreement) exceeds \$25.7 million. The final number of Earn-Out Shares to be issued is calculated in accordance with the formula set forth below. If FY2009 Adjusted Net Income equals or exceeds \$38.4 million, FY2009 Adjusted Net Income shall be deemed to be equal to \$38.4 million for purposes of such formula.

$$\text{Earn-out Shares} = \frac{(\text{FY2009 Adjusted Net Income} - \$25.7 \text{ million})}{\$12.7 \text{ million}} \times 10,150,352 \text{ Shares}$$

The effect of the potential issuance of the Earn-Out Shares to SearchMedia shareholders and warrant holders is not reflected in these pro forma financial statements as the probability of achieving the aforementioned performance target could not be reasonably assessed.

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The Transaction was closed on October 30, 2009. Ideation shareholders representing 82.9% of Ideation's outstanding shares voted to approve the transaction, with fewer than 0.4% of the shares issued in Ideation's initial public offering electing to convert their shares into cash. The following unaudited pro forma condensed financial statements have been prepared based on the actual conversion by the Ideation shareholders.

We are providing this information to aid you in your analysis of the financial aspects of the Transaction. The unaudited pro forma condensed financial statements described above should be read in conjunction with the historical financial statements of SearchMedia and Ideation and the related notes thereto included or incorporated by reference in this report. The unaudited pro forma financial information is not necessarily indicative of the financial position or results of operations that may have actually occurred had the Transaction taken place on the dates indicated, or the future financial position or operating results of the combined entity.

The historical financial information has been adjusted to give pro forma effect to events that are directly attributable to the Transaction, are factually supportable and, in the case of the pro forma income statements, have a recurring impact.

**Ideation Acquisition Corp.**  
**Unaudited Pro Forma Condensed Balance Sheet**  
**As of September 30, 2009**  
**(US dollars in thousands)**

	Ideation historical September 30, 2009	SearchMedia historical June 30, 2009	Actual Conversion		Pro Forma Combined
			Pro Forma Adjustments	Note	
<b>ASSETS</b>					
Current assets:					
Cash and cash equivalents	42	4,366	78,815	(a)	62,964
			(2,730)	(c2)	
			(296)	(d1)	
			(7)	(d2)	
			(12,200)	(f1)	
			(5,000)	(i)	
			(26)	(g2)	
Accounts receivable, net		43,964			43,964
Amounts due from related parties		13,954			13,954
Prepaid expenses and other current assets	137	17,926	(2,259)	(f2)	15,804
Deferred tax assets		605			605
<b>Total current assets</b>	<b>179</b>	<b>80,815</b>			<b>137,291</b>
Other asset, cash and cash equivalents held in trust	78,815	—	(78,815)	(a)	—
Rental deposits		14			14
Property and equipment, net		6,469			6,469
Deposits for acquisitions		—			—
Intangible assets, net		3,745			3,745
Goodwill		67,387			67,387
Deferred tax assets	453	—			453
<b>Total assets</b>	<b>79,447</b>	<b>158,430</b>			<b>215,359</b>
Current liabilities:					
Short-term borrowings		5,862	(3,500)	(g1)	2,362
Promissory notes		15,000	(5,000)	(i)	—
			(10,000)	(b1)	
Accounts payable		8,171			8,171
Accrued expenses and other payable	2,235	18,357	(1,875)	(e1)	14,537
			(1,959)	(f2)	
			(2,195)	(f2)	
			(26)	(g2)	
Acquisition consideration payable		42,889			42,889
Amounts due to related parties		472			472
Deferred revenue		1,166			1,166
Income taxes payable	2	13,258			13,260
<b>Total current liabilities</b>	<b>2,237</b>	<b>105,175</b>			<b>84,257</b>
Long-term liability:					
Deferred tax liabilities		924			924
Deferred underwriters' fee	2,730	—	(2,730)	(c2)	—
<b>Total liabilities</b>	<b>4,967</b>	<b>106,099</b>			<b>83,781</b>

See Notes to Unaudited Pro Forma Adjustments

**Ideation Acquisition Corp.**  
**Unaudited Pro Forma Condensed Balance Sheet**  
**As of September 30, 2009**  
**(US dollars in thousands)**

	Ideation historical September 30, 2009	SearchMedia historical June 30, 2009	Actual Conversion		
			Pro Forma Adjustments	Note	Pro Forma Combined
<b>Redeemable common stock</b>					
Ideation — Common stock subject to possible redemption (9,222,100 shares at September 30, 2009 at redemption value of \$7.88 per share)					
	23,640	—	(23,640)	(c1)	—
SearchMedia — Series B redeemable convertible preferred shares; US\$0.0001 par value; 36,363,635 shares authorized, issued and outstanding as of June 30, 2009, respectively (Redemption value US\$32,364)					
	—	27,980	(27,980)	(b1)	—
Series C redeemable convertible preferred shares; US\$0.0001 par value; 40,000,000 shares authorized, 23,169,231 shares issued and outstanding as of June 30, 2009 (Redemption value US\$13,975)					
	—	13,975	(13,975)	(b1)	—
<b>Commitments and contingencies</b>					
<b>Stockholders' equity:</b>					
Ideation — Preferred Stock, \$0.0001 par value, 1,000,000 shares authorized; none issued and outstanding at September 30, 2009					
	—	—			—
Ideation — Common Stock, \$0.0001 par value, 50,000,000 shares authorized, 12,500,000 shares issued and outstanding including 9,222,100 shares subject to possible redemption, at September 30, 2009					
	1	—	(1)	(b3)	—
SearchMedia — Series A convertible preferred shares; US\$0.0001 par value; 20,000,000 shares authorized, 10,000,000 shares issued and outstanding as of June 30, 2009					
	—	722	(722)	(b1)	—
SearchMedia — Ordinary shares; US\$0.0001 par value; 443,636,365 shares authorized, 32,119,500 shares issued and outstanding as of June 30, 2009					
	—	3	(3)	(b1)	—
ID Cayman ordinary shares					
			1	(b3)	2
			1	(b1)	
<b>Additional paid-in capital</b>					
	52,596	2,783	52,679	(b1)	124,708
			(1,757)	(b2)	
			23,640	(c1)	
			(296)	(d1)	
			(7)	(d2)	
			1,575	(e1)	
			(12,200)	(f1)	
			2,195	(f2)	
			3,500	(g1)	
Income accumulated during the development stage	(1,757)	—	1,757	(b2)	—
Accumulated other comprehensive income	—	2,102			2,102
Retained earnings	—	4,766			4,766
<b>Total stockholders' equity</b>	<b>50,840</b>	<b>10,376</b>			<b>131,578</b>
<b>Total liabilities and stockholders' equity</b>	<b>79,447</b>	<b>158,430</b>			<b>215,359</b>

See Notes to Unaudited Pro Forma Adjustments

**Ideation Acquisition Corp.**  
**Unaudited Pro Forma Condensed Statement of Income**  
**For the Fiscal Year Ended December 31, 2008**  
**(US dollars in thousands)**

	<u>Ideation historical</u>	<u>SearchMedia historical</u>	<u>Actual Conversion</u>		<u>Pro Forma Combined</u>
			<u>Pro Forma Adjustments</u>	<u>Note</u>	
Net revenues		88,637			88,637
Cost of revenues		(46,674)			(46,674)
Gross profit		<b>41,963</b>			<b>41,963</b>
Selling and distribution expenses		(7,397)			(7,397)
General and administrative expenses	(1,282)	(11,727)			(13,009)
Income (loss) from operations	<b>(1,282)</b>	<b>22,839</b>			<b>21,557</b>
Interest expense		(8,922)	8,887	(e2)	(35)
Interest income	1,616	131			1,747
Decrease in fair value of note warrant liability		482	(482)	(e2)	—
Loss on extinguishment of the Notes		(3,218)	3,218	(e3)	
Foreign currency exchange loss, net		(167)			(167)
Income before income taxes	<b>334</b>	<b>11,145</b>			<b>23,102</b>
Income tax expense	(99)	(6,802)			(6,901)
Net income	<b>235</b>	<b>4,343</b>			<b>16,201</b>
Net income per share — basic					
Net income per share — diluted					0.80
Weighted average share — basic					0.67
Weighted average share — diluted					20,314,289
					24,069,348

See Notes to Unaudited Pro Forma Adjustments

**Ideation Acquisition Corp.**  
**Unaudited Pro Forma Condensed Statement of Income**  
**For the Nine Months Ended September 30, 2009**  
**(US dollars in thousands)**

	Ideation Nine months ended September 30, 2009	SearchMedia Nine months ended June 30, 2009	Actual Conversion		Pro Forma Combined
			Pro Forma Adjustments	Note	
Net revenues		75,719			75,719
Cost of revenues		(38,444)			(38,444)
Gross profit		<b>37,275</b>			<b>37,275</b>
Selling and distribution expenses		(4,685)			(4,685)
General and administrative expenses	(2,212)	(9,433)			(11,645)
Income (loss) from operations	<b>(2,212)</b>	<b>23,157</b>			<b>20,945</b>
Interest expense		(1,828)	1,505	(e2)	(323)
Interest income	49	—			49
Decrease in fair value of note warrant liability		195	(195)	(e2)	—
Loss on extinguishment of the Notes					
Foreign currency exchange loss, net					
Income before income taxes	<b>(2,163)</b>	<b>21,524</b>			<b>20,671</b>
Income tax expense	27	(6,768)			(6,741)
Net income	<b>(2,136)</b>	<b>14,756</b>			<b>13,930</b>
Net income per share — basic					0.67
Net income per share — diluted					0.57
Weighted average share — basic					20,758,368
Weighted average share — diluted					24,534,291

See Notes to Unaudited Pro Forma Adjustments

**NOTES TO UNAUDITED PRO FORMA ADJUSTMENTS**

- (a) To record release of funds held in trust by Ideation to operating cash account upon consummation of the Transaction.
- (b) (b1) To record the issuance of 8,296,023 common stock of ID Cayman in exchange of outstanding SearchMedia ordinary shares, preferred shares, and promissory notes; (b2) To eliminate the retained earnings of Ideation as SearchMedia will be the continuing entity for accounting purposes; (b3) To reclassify Ideation common stock to ID Cayman ordinary shares.
- (c) (c1) To reclassify amounts relating to common stock subject to conversion to permanent equity; (c2) To record payment of deferred underwriting fee upon consummation of the Transaction.
- (d) (d1) To record actual payment to dissenting shareholders based on common stock subject to conversion at US\$7.8815 per share; (d2) To record payment of accrued interest on cash held in trust to dissenting shareholders.
- (e) (e1) To reflect exchange of SearchMedia liability-classified warrants with ID Cayman warrants which by nature is equity-classified; (e2) To adjust for the interest expense and fair value change related to SearchMedia's liability-classified warrants; (e3) To adjust for the loss on extinguishment of the SearchMedia convertible notes.
- (f) (f1) To record payment of the recapitalization transaction costs, up to US\$12.2 million including accountant, attorney, consulting and advisory fees and expenses incurred with respect to the printing, filing and mailing of the proxy statement/prospectus (including any related preliminary materials) and the Form S-4 Registration Statement and any amendments or supplements thereto; (f2) To adjust for elimination of deferred cost and accrued expense of the transaction costs.
- (g) (g1) To record conversion of US\$3.5 million promissory notes, issued to a third party investor, an existing Series A preferred shareholder and certain management personnel of SearchMedia in March 2009 as described in the "Contractual Obligation" section, into 444,079 ID Cayman ordinary shares upon the consummation of the Transaction; (g2) To record the cash payment of interest on the US\$3.5 million promissory notes which is accrued from March 18 and March 19, 2009 (as applicable) to the closing date of the Transaction at the rate of 12% per annum.
- (h) Pro forma basic and diluted net income per share was calculated by dividing the pro forma net income by the weighted average number of shares outstanding as follows:

	<u>Fiscal Year Ended December 31, 2008</u>	<u>Nine months ended September 30, 2009</u>
	Actual Conversion	Actual Conversion
Shares issued in the Transaction	7,851,944	8,296,023
Ideation weighted average shares	12,462,345	12,462,345
Basic shares	<u>20,314,289</u>	<u>20,758,368</u>
SearchMedia options and restricted shares*	191,822	191,822
Warrants **	<u>3,563,237</u>	<u>3,584,101</u>
Diluted shares	<u>24,069,348</u>	<u>24,534,291</u>

\* The underwriters purchase option for Ideation's common stock is anti-dilutive and is not included in the computation of pro forma diluted earnings per share. The phrase restricted share awards includes both restricted shares and restricted share units.

\*\* The warrants include incremental shares of 2,960,173 from potential exercise of ID Cayman warrants converted from Ideation warrants (12,400,000 warrants); incremental shares of 603,064 from potential exercise of ID Cayman warrants converted from SearchMedia warrants (1,489,334 warrants) upon the Transaction; and incremental shares of 20,864 from potential exercise of ID Cayman warrants converted from SearchMedia promissory notes warrant (29,852 warrants)

(i) To reflect cash settlement of US\$ 5 million of the Linden promissory notes. The pro forma adjustment has not reflected the payment of interest on the US\$15 million Linden promissory notes which is accrued from September 17, 2008 to the closing date of the Transaction at the rate of 12% per annum.

(j) As discussed in the introduction to the pro forma financial statements, no pro forma adjustment has been made for the effect, if any, relating to the potential issuance of Earn-out Shares to SearchMedia shareholders and warrant holders if certain performance targets are achieved. Also, no pro forma adjustment has been made for the effect, if any, relating to the alternative settlement method for the SearchMedia promissory notes if circumstances described in this document occur.

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
2.5	Fourth Amendment to Agreement and Plan of Merger, Conversion and Share Exchange, dated as of October 30, 2009, by and among the registrant, Ideation Acquisition Corp., Earl Yen, Tommy Cheung, Stephen Lau and Qinying Liu.
3.3	Memorandum and Articles of Association of SearchMedia Holdings Limited upon completion of redomestication.
10.13	SearchMedia Holdings Limited Amended and Restated 2008 Share Incentive Plan.*
99.2	Press release dated November 2, 2009.

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\* This Exhibit is a management contract or compensatory plan or arrangement.

**FOURTH AMENDMENT TO  
AGREEMENT AND PLAN OF MERGER, CONVERSION AND SHARE EXCHANGE**

This **FOURTH AMENDMENT TO AGREEMENT AND PLAN OF MERGER, CONVERSION AND SHARE EXCHANGE** (“**Amendment**”) effective this 30th day of October, 2009 is by and among Ideation Acquisition Corp., a corporation incorporated in the State of Delaware, USA (“**Ideation**”), ID Arizona Corp., a corporation incorporated in the State of Arizona, USA, Earl Yen (the “**CSV Representative**”), Tommy Cheung and Stephen Lau (collectively, the “**DB Representative**”), and Qinying Liu (the “**Management Shareholder Representative**” and, together with the CSV Representative and the DB Representative, the “**SM Shareholders’ Representatives**”).

**Recitals**

**WHEREAS**, SearchMedia International Limited, a company organized under the laws of the Cayman Islands (the “**Company**”), Ideation, the SM Shareholders’ Representatives and Linden, along with the other parties thereto, have previously entered into that certain Agreement and Plan of Merger, Conversion and Share Exchange dated as of March 31, 2009, including the exhibits and schedules thereto (as amended, the “**SEA**”);

**WHEREAS**, the parties to the SEA also desire to make certain amendments to the SEA as set forth herein; and

**WHEREAS**, in accordance with Section 16.2 of the SEA, Ideation and a majority of the SM Shareholders’ Representatives wish to amend the SEA to reflect the terms set forth below.

**Agreement**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Memorandum and Articles of Association of ID Cayman following the Closing, as set forth in *Exhibit A* to the SEA, are hereby amended and restated as follows:

A. Article 77(c) is hereby amended and restated in its entirety as follows:

“The Board of Directors shall have one or more Chairmen of the Board of Directors (in the case of more than one chairman, each a “**Co-Chairman**”) elected and appointed for a determined period by a majority of the Directors then in office. In the event that Co-Chairmen are so elected, the term “Chairman” as used in these Articles shall be construed accordingly and the Co-Chairmen shall jointly exercise the rights and powers of the “Chairman”, set out in these Articles or otherwise, by mutual agreement of such Co-Chairmen. A sole Chairman or any Co-Chairmen together shall preside as chairman at every meeting of the Board of Directors. To the extent any sole Chairman or both Co-Chairman is/are not present at a meeting of the Board of Directors within thirty (30) minutes after the time appointed for holding the same, the attending Directors may choose one Director to be the chairman of the meeting.”

B. The last sentence of Article 99 is hereby deleted.

C. Article 103 is hereby deleted and replaced with the words, “[Intentionally omitted]”.

D. Article 105 is hereby amended and restated in its entirety as follows:

“A committee may meet and adjourn as it thinks proper. Questions or issues arising or matters brought to be voted upon at any meeting shall be determined by a majority of votes of the members present.”

2. Section 9.3 of the SEA is hereby amended to change the number of SM Ordinary Shares set forth therein to “68,018,531.”

3. Except as amended by the terms of this Amendment, the SEA remains in full force and effect.

4. Unless otherwise defined, capitalized terms used herein have the meanings given to them in the SEA.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first set forth above.

**IDEATION ACQUISITION CORP.**

By: /s/ Steven D. Rubin

Name: Steven D. Rubin  
Title: Secretary  
Address: 4400 Biscayne Blvd., 15<sup>th</sup> Floor  
Miami, FL 33137  
Facsimile: (305) 575-6444

**ID ARIZONA CORP.**

By: /s/ Steve D. Rubin

Name: Steven D. Rubin  
Title: Secretary  
Address: 4400 Biscayne Blvd., 15<sup>th</sup> Floor  
Miami, FL 33137  
Facsimile: (305) 575-6444

**MANAGEMENT SHAREHOLDER REPRESENTATIVE:**

/s/ Qinying Liu

Name: Qinying Liu  
Address: Room 4B, Yinglong Building  
No. 1358 Yan An Road West  
Shanghai 200052, China  
Facsimile: +86 (21) 6283-0552

**CSV REPRESENTATIVE:**

/s/ Earl Ching-Hwa Yen

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Name: Earl Ching-Hwa Yen  
Address: Rm. 104, Bldg.18  
No. 800 Huashan Road  
Shanghai 200050, China  
Facsimile: +86 (21) 6225-8573

**DB REPRESENTATIVE:**

/s/ Tommy Cheung

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Name: Tommy Cheung  
Address: 56/F, Cheung Kong Center  
2 Queen's Road Central  
Hong Kong  
Facsimile: +852 2203-8304

/s/ Stephen Lau

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Name: Stephen Lau  
Address: 56/F, Cheung Kong Center  
2 Queen's Road Central  
Hong Kong  
Facsimile: +852 2203-8304

Company No: [\_\_\_\_\_]

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**SEARCHMEDIA HOLDINGS LIMITED**

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**(adopted on 29 October, 2009 by a special resolution of the members dated 31 March, 2009)**

**REGISTERED IN THE CAYMAN ISLANDS**

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**THE COMPANIES LAW (2007 Revision)**

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**COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF  
ASSOCIATION**

**OF**

**SEARCHMEDIA HOLDINGS LIMITED**

Adopted on 29 October, 2009 by a special resolution of the Members dated 31 March, 2009 and effective immediately upon the registration of the company as a Cayman Islands company limited by shares.

1. The name of the Company is SearchMedia Holdings Limited.
2. The Registered Office of the Company shall be at the offices of Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands or at such other place as the Directors may from time to time decide.
3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2007 Revision), as amended from time to time, or any other law of the Cayman Islands.
4. The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.
5. The share capital of the Company is US\$101,000 divided into (i) 1,000,000,000 Ordinary Shares of a nominal or par value of US\$0.0001 each and (ii) 10,000,000 Preferred Shares of a nominal or par value of US\$0.0001 each, provided that the Company has the power, insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Law (2007 Revision) (as amended or modified from time to time) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares, whether declared to be preferred or otherwise, shall be subject to the powers hereinbefore contained.

6. If the Company is registered as exempted, its operations will be carried on subject to the provisions of the Companies Law (2007 Revision) (as amended or modified from time to time) and the Articles of Association, and it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.
7. The Company may amend its Memorandum of Association by a resolution of Members in accordance with the relevant provisions of the Articles of Association.
8. Capitalized terms that are not defined herein shall bear the same meanings as those given in the Articles of Association of the Company.

THE COMPANIES LAW (2007 Revision)

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

OF

SEARCHMEDIA HOLDINGS LIMITED

Adopted on 29 October, 2009 by a special resolution of the Members dated 31 March, 2009 and effective immediately upon the registration of the company as a Cayman Islands company limited by shares.

1. In these Articles, Table A in the Schedule to the Statute does not apply and, unless there be something in the subject or context inconsistent therewith, the following defined terms shall have the meanings assigned to them as follows:

<b>Affiliate</b>	means, with respect to any given Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person and, where the given Person is an individual, the spouse, parent, sibling, or child thereof;
<b>Agreement and Plan of Merger, Conversion and Share Exchange</b>	means, the Agreement and Plan of Merger, Conversion and Share Exchange dated as of March 31, 2009, among Ideation Acquisition Corp., ID Arizona Corp., and each of the other parties thereto, as amended;
<b>Applicable Law</b>	means, with respect to any Person, any and all provisions of any constitution, treaty, statute, law, regulation, ordinance, code, rule, judgment, rule of common law, order, decree, award, injunction, governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any governmental authority, whether in effect as of the date hereof or thereafter and in each case as amended, applicable to such Person or its subsidiaries or their respective assets;

<b>Articles</b>	means these Articles of Association (including any appendix, annex, schedule and exhibit attached hereto) as originally framed or as from time to time altered by Special Resolution;
<b>Auditors</b>	means the Persons for the time being performing the duties of auditors of the Company;
<b>Board of Directors or Board</b>	means the board of directors of the Company;
<b>Business</b>	means out-of-home advertising and media-related business, including in-elevator advertising;
<b>Business Day</b>	means a day, excluding a Saturday, Sunday, legal holiday or other day on which banks are required to be closed in the PRC, Hong Kong or New York;

## **Change of Control**

means any: (a) merger, consolidation, business combination or similar transaction involving the Company in which any of the outstanding voting securities of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where the voting securities of the Company outstanding immediately prior to such transaction are converted into or exchanged for voting securities of the surviving or transferee Person that constitute a majority of the outstanding shares of voting securities of such surviving or transferee Person (immediately after giving effect to such issuance); (b) sale, lease or other disposition directly or indirectly by merger, consolidation, business combination, share exchange, joint venture, or otherwise of assets of the Company or any of its Subsidiaries or controlled Affiliates representing all or substantially all of the consolidated assets of the Company and its Subsidiaries and controlled Affiliates; (c) issuance, sale or other disposition of (including by way of share exchange, joint venture, or any similar transaction by either the Company or its shareholders) securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for such securities) representing 50% or more of the voting power of the Company; provided, that any acquisition of securities directly from the Company that the independent Directors determine is primarily for the purposes of raising financing for the Company will not be taken into account when determining if a Change in Control has occurred under this clause (c); (d) transaction in which any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act) of securities of the Company representing 50% or more of the outstanding voting capital of the Company; provided, that any acquisition of securities directly from the Company that the independent Directors determine is primarily for the purposes of raising financing for the Company will not be taken into account when determining if a Change in Control has occurred under this clause (d); and (e) any combination of the foregoing.

<b>Class</b>	means any class or classes of Shares as may from time to time be issued by the Company;
<b>Closing Price</b>	means the closing sale price or, if no closing sale price is reported, the last reported sale price of the Ordinary Shares on the NYSE Amex on such date. If the Ordinary Shares are not traded on the NYSE Amex on any date of determination, the closing price of the Ordinary Shares on such date of determination means the closing sale price as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Ordinary Shares are so listed or quoted, or, if no closing sale price is reported, the last reported sale price on the principal U.S. national or regional securities exchange on which the Ordinary Shares are so listed or quoted, or if the Ordinary Shares are not so listed or quoted on a U.S. national or regional securities exchange, the last quoted bid price for the Ordinary Shares in the over-the-counter market as reported by Pink Sheets LLC or similar organization, or, if that bid price is not available, the market price of the Ordinary Shares on that date as determined by a nationally recognized investment banking firm retained by the Company for this purpose.
<b>Company</b>	means SearchMedia International Limited;
<b>Company Securities</b>	means any outstanding Securities issued by the Company;
<b>Constitutional Documents</b>	means, with respect to any Person, the certificate of incorporation, by-laws, memorandum of association, articles of association, or similar constitutive documents for such Person;

<b>Control</b>	means, when used with respect to any Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled” have meanings correlative to the foregoing. Without limiting the foregoing, a Person shall be deemed Controlled by another Person if such other Person, directly or indirectly, owns or has the power to direct the voting of more than fifty percent (50%) of the outstanding share capital or other ownership interest having voting power to elect directors, managers or trustees of such Person;
<b>Convertible Security</b>	means, with respect to any specified Person, evidence of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for any shares or other units in the share capital or other ownership interest of such specified Person, however described and whether voting or non-voting;
<b>Designated Stock Exchange</b>	the Global Market of The Nasdaq Stock Market, the New York Stock Exchange, NYSE Amex or any other internationally recognized stock exchange where the Company’s securities are traded;
<b>Directors</b>	means the directors for the time being of the Company;
<b>Encumbrance</b>	means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other third party rights of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect substantially similar to the granting of security under Applicable Law, (ii) any lease, sub-lease, occupancy agreement, easement or covenant granting a right of use or occupancy to any Person, (iii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, right of pre-emption negotiation or refusal or transfer restriction in favour of any Person and (iv) any adverse claim as to title, possession or use;

<b>Equity Security</b>	means, with respect to any specified Person, any shares, registered capital or other units in the share capital or other ownership interest of such specified Person, however described and whether voting or non-voting, all Convertible Securities and all Option Securities of such specified Person;
<b>Exchange Act</b>	means the Securities Exchange Act of 1934, as amended;
<b>Group Companies</b>	means the Company, the PRC Entity and all Subsidiaries of the foregoing (including without limitation the WFOEs); a “Group Company” means any of the Group Companies;
<b>HK Subs</b>	means Great Talent Holdings Limited, a Hong Kong company and Ad-icon Company Limited, a Hong Kong company;
<b>Issued Shares</b>	means all issued and outstanding Equity Securities in the Company assuming the exercise of all options and the conversion or exchange of all convertible or exchangeable Equity Securities;
<b>Liquidation Event</b>	shall bear the meaning as ascribed to it in Article 135(a);
<b>Member</b>	means a person who is registered in the register of members of the Company as being a holder of Shares in the Company and includes each subscriber to the Memorandum of Association pending entry into the register of members of certain of such subscribers;
<b>Memorandum of Association</b>	means the memorandum of association of the Company in force and effect, as amended and restated from time to time;

<b>Option Security</b>	means, with respect to any specified Person, all options, warrants, instruments and other rights and agreements (including without limitation any preemptive rights or rights of first refusal) to subscribe for, purchase or otherwise acquire any shares or other units in the share capital or other ownership interest of such specified Person, however described and whether voting or non-voting, or any Convertible Securities of such specified Person;
<b>Ordinary Resolution</b>	means a resolution: <ul style="list-style-type: none"> <li>(a) passed by a simple majority of votes cast by such Members on an as-if converted basis as, being entitled to do so, vote in person or, in the case of any Member being an organization, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of the Company; or</li> <li>(b) approved in writing by all of the Members entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Members and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments if more than one, is executed;</li> </ul>
<b>Ordinary Shareholders</b>	means the Members registered from time to time as holders of Ordinary Shares in the register of Members of the Company;
<b>Ordinary Shares</b>	means the ordinary Shares in the capital of the Company, par value of US\$0.0001 per share, with the rights and privileges as set out in these Articles;
<b>Paid-up</b>	means paid-up and/or credited as paid-up;
<b>Person</b>	means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity (including, without limitation, any unincorporated joint venture and whether or not having separate legal personality);

<b>PRC</b>	means the People’s Republic of China, but solely for the purposes of these Articles, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the islands of Taiwan;
<b>PRC Entity</b>	means Shanghai Jingli Advertising Co., Ltd., (上海晶立广告有限公司), a limited liability company organized under the laws of the People’s Republic of China;
<b>Related Party</b>	means any of the officers, directors, supervisory board members, or holders of Equity Securities of any Group Company or any Affiliates of any of the foregoing;
<b>RMB</b>	means Renminbi, the lawful currency of the PRC;
<b>Seal</b>	means the common seal of the Company and includes every duplicate seal;
<b>Secretary</b>	includes an Assistant Secretary and any individual appointed to perform the duties of Secretary of the Company;
<b>Securities</b>	with respect to any Person, means Equity Securities and debt securities, including without limitation bonds, notes and debentures, of whatever kind of such Person, whether readily marketable or not;
<b>Securities Act</b>	means the U.S. Securities Act of 1933, as amended from time to time;
<b>Share</b>	means a share in the capital of the Company. All references to “Shares” herein shall be deemed to be shares of any or all Classes as the context may require. For the avoidance of doubt in these Articles the expression “Share” shall include a fraction of a Share;
<b>Shareholders</b>	means, as of any time, any Ordinary Shareholders and any holders of any other Equity Securities of the Company;

<b>Special Resolution</b>	<p>means a resolution:</p> <p>(a) passed by a majority of not less than two-thirds of such Members on an as-if converted basis as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Member is entitled; or</p> <p>(b) approved in writing by all of the Members entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Members and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments, if more than one, is executed;</p>
<b>Statute</b>	means the Companies Law (2007 Revision) of the Cayman Islands as amended and every statutory modification or re-enactment thereof for the time being in force;
<b>Subsidiary</b>	means with respect to any specified Person, any other Person (other than a natural Person) Controlled by such specified Person. For the avoidance of doubt, the PRC Entity or any of the Subsidiaries of the PRC Entity shall not be deemed to be a Subsidiary of the Company;
<b>Trading Day</b>	means, for purposes of determining a Closing Price per Ordinary Share, a Business Day on which the Designated Stock Exchange is scheduled to be open for business;
<b>US\$</b>	means United States dollars, the lawful currency of the U.S.;
<b>US GAAP</b>	means the generally accepted accounting principles in the United States;
<b>WFOE or WFOEs</b>	means Jieli Investment Management Consulting (Shanghai) Co., Ltd. and Jieli Network Technology Development (Shanghai) Co., Ltd., both wholly foreign owned enterprises established by the Company in Shanghai, PRC under the laws of the PRC;
<b>written and in writing</b>	include all modes of representing or reproducing words in visible form in the English language.

Words importing the singular number only include the plural number and vice versa.

Words importing one gender only include the other gender and the neuter.

Words importing persons only include corporations.

#### **PRELIMINARY**

2. The business of the Company may be commenced as soon after incorporation as the Directors shall see fit, notwithstanding that part only of the Shares may have been allotted.
3. The registered office of the Company shall be at such address in the Cayman Islands as the Directors shall from time to time determine. The Company may in addition establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.
4. The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company including the expenses of registration.

#### **CERTIFICATES FOR SHARES**

5. Certificates representing Shares of the Company shall be in such form as shall be determined by the Directors. Such certificates may be under Seal. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. The name and address of the Person to whom the Shares represented thereby are issued, with the number of Shares and date of issue, shall be entered in the register of Members of the Company. All certificates surrendered to the Company for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of Shares shall have been surrendered and cancelled. The Directors may authorize certificates to be issued with the Seal and authorised signature(s) affixed by some method or system of mechanical process.
6. Notwithstanding Article 5 of these Articles, if a share certificate is defaced, lost or destroyed, it may be renewed on payment of a fee of one dollar (US\$1.00) or such lesser sum and on such terms (if any) as to evidence and indemnity and the payment of the expenses incurred by the Company in investigating evidence, as the Directors may prescribe.

## ISSUE OF SHARES

7. Subject to applicable law, rules, regulations and the relevant provisions, if any, in the Memorandum of Association and these Articles and to any direction that may be given by the Company in general meeting and without prejudice to any special rights previously conferred on the holders of existing Shares, the Directors may, in their absolute discretion and without the approval of the holders of the Company's outstanding Shares, cause the Company to issue such additional Shares (whether in certificated form or non-certificated form), or issue other securities, in one or more classes or series as they deem necessary and appropriate and determine designations, powers, preferences, privileges and other rights, including dividend rights, voting rights, conversion rights, terms of redemption and liquidation preferences, any or all of which may be greater or more advantageous than the powers and rights associated with the then outstanding Shares, at such times and on such other terms as they think proper. The Company shall not issue Shares or other Securities in bearer form.
8. The Board may reserve such number of Shares or Securities of the Company as the Board may be required to issue in connection with the exercise of an option, right, or warrant or other Security of the Company or any other person (each a "**Conversion Right**") that is exercisable for, convertible into, exchangeable for or otherwise issuable in respect of Shares or Securities of the Company. For these purposes, to "reserve" a number of Shares shall mean that at the relevant time, such number of Shares shall be authorised but unissued, and the Board shall not issue such Shares otherwise than pursuant to the exercise.

## REGISTER OF MEMBERS AND SHARE CERTIFICATES

9. The Company shall maintain a Register of Members and every Person whose name is entered as a Member in the Register of Members shall, without payment, be entitled to receive within two (2) months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his or her or its Shares or several certificates each for one or more of his or her or its Shares upon payment of fifty cents (US\$0.50) for every certificate after the first or such lesser sum as the Directors shall from time to time determine. All certificates shall specify the Share or Shares held by that person and par value of such Shares, provided that, in respect of a Share or Shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of the several joint holders shall be sufficient delivery to all such holders. All certificates for Shares shall be delivered personally or sent through the post addressed to the Member entitled thereto at the Member's registered address as appearing in the Register of Members.
10. Every share certificate of the Company shall bear legends required under the applicable laws, including the Securities Act.
11. Any two or more certificates representing Shares of any one Class held by any Member may at the Member's request be cancelled and a single new certificate for such Shares issued in lieu on payment (if the Directors shall so require) of US\$1.00 or such smaller sum as the Directors shall determine.

12. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same Shares may be issued to the relevant Member upon request subject to delivery of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.
13. In the event that Shares are held jointly by several persons, any request may be made by any one of the joint holders and if so made shall be binding on all of the joint holders.

#### **ORDINARY SHARES**

14. Holders of Ordinary Shares shall be entitled to receive notice of, to attend and to speak and vote at, any general meeting of the Company.

#### **TRANSFER OF SHARES**

15. The instrument of transfer of any Share shall be in any usual or common form or such other form as the Directors may, in their absolute discretion, approve and be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register of Members in respect of the relevant Shares.
16. All instruments of transfer of Shares that have been registered shall be retained by the Company, but any instrument of transfer that the Directors decline to register shall (except in any case of fraud) be returned to the Person depositing the same.

#### **REDEMPTION AND PURCHASE OF SHARES**

17. Subject to the Statute, these Articles, and the Memorandum of Association, the Company may:
  - (a) issue Shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholders on such terms and in such manner as the Directors may, before the issue of such Shares, determine;
  - (b) purchase its own Shares (including any redeemable Shares) on such terms and in such manner as the Directors may determine provided that the Members shall have authorised the manner of purchase by Ordinary Resolution or the manner of purchase shall be in accordance with Articles 18 and 19 (which shall constitute authorisation for the purposes of and in accordance with section 37(3)(d) of the Statute); provided however, that notwithstanding anything to the contrary set forth herein, no Member authorisation shall be required with respect to any purchase of Shares which occurs pursuant to that certain letter agreement dated as of August [\_\_\_], 2009 by and among Ideation Acquisition Corp. and certain investors listed on Exhibit A thereto; and

- (c) make a payment in respect of the redemption or purchase of its own Shares in any manner authorised by the Law, including without limitation out of its capital, profits or the proceeds of a fresh issue of Shares.
18. The Company is authorised to purchase, on behalf of the Company, any Share listed on a Designated Stock Exchange in accordance with the following manner of purchase:
- (a) the maximum number of Shares that may be purchased shall be equal to the number of issued and outstanding Shares less one Share; and
  - (b) the purchase shall be at such time, at such price and on such other terms as determined and agreed by the Directors in their sole discretion provided however that:
    - (i) such purchase transactions shall be in accordance with the relevant code, rules and regulations applicable to the listing of the Shares on the Designated Stock Exchange; and
    - (ii) at the time of the repurchase, the Company is able to pay its debts as they fall due in the ordinary course of its business.
19. The holder of the Shares being purchased or redeemed shall be bound to deliver up to the Company at its registered office or such other place as the Directors shall specify, the certificate(s) (if any) thereof for cancellation and thereupon the Company shall pay to him the purchase or redemption monies or consideration in respect thereof and the Shares being purchased or redeemed shall be cancelled or shall form part of the authorised but unissued capital of the Company.
20. Any Share in respect of which a notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.
21. The redemption or purchase of any Share shall not oblige the Company to redeem or purchase of any other Share other than as may be required pursuant to applicable law and any other contractual obligations of the Company.
22. The Directors may when making payments in respect of redemption or purchase of Shares, if authorised by the terms of issue of the Shares being redeemed or purchased or with the agreement of the holder of such Shares, make such payment either in cash or in specie.

## VARIATION OF RIGHTS OF SHARES

23.

- (a) Subject to any other provisions contained herein, if at any time the share capital of the Company is divided into different Classes or series of Shares, the rights attached to any Class or series (unless otherwise provided by the terms of issue of the Shares of that Class or series) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the Issued Shares of that Class or series.
- (b) The provisions of these Articles relating to general meetings shall apply to every such general meeting of the holders of one Class of Shares except that the necessary quorum shall be one or more persons holding or representing by proxy at least half of the Issued Shares of the Class and that any holder of Shares of the Class present in person or by proxy may demand a poll.

24. The rights conferred upon the holders of the Shares of any Class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

## COMMISSION ON SALE OF SHARES

25. The Company may in so far as the Statute from time to time permits pay a commission to any Person in consideration of his or her or its subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares of the Company. Such commissions may be satisfied by the payment of cash or the lodgment of fully or partly Paid-up Shares or partly in one way and partly in the other. The Company may also on any issue of Shares pay such brokerage as may be lawful.

## NON-RECOGNITION OF TRUSTS

26. No Person shall be recognized by the Company as holding any Share upon any trust and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future, or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

## LIEN ON SHARES

27. The Company shall have a first and paramount lien and charge on all Shares (whether fully Paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or such Member's estate, either alone or jointly with any other Person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's pre-existing lien (if any) thereon. The Company's lien (if any) on a Share shall extend to all dividends or other monies payable in respect thereof.

28. The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder or holders for the time being of the Share, or the Person, of which the Company has notice, entitled thereto by reason of such Person's death or bankruptcy.
29. To give effect to any such sale, the Directors may authorize a Person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer, and the purchaser shall not be bound to see to the application of the purchase money, nor shall the title of the purchaser to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
30. The proceeds of such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the Person entitled to the Shares at the date of the sale.

#### **CALL ON SHARES**

31.
  - (a) The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium or otherwise) and not by the conditions of allotment thereof made payable at fixed terms, provided that no call shall be payable at less than one (1) month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed as the Directors may determine. A call may be made payable by installments.
  - (b) A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.
  - (c) The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
32. If a sum called in respect of a Share is not paid before or on a day appointed for payment thereof, the Persons from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding ten per cent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest either wholly or in part.

33. Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium or otherwise, shall for the purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which by the terms of issue the same becomes payable, and in the case of non-payment all the relevant provisions of these Articles as to payment of interest forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
34. The Directors may, on the issue of Shares, differentiate between the holders as to the amount of calls or interest to be paid and the times of payment.
- 35.
- (a) The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any Shares held by him, and upon all or any of the monies so advanced may (until the same would but for such advances, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) seven per cent per annum, as may be agreed upon between the Directors and the Member paying such sum in advance.
  - (b) No such sum paid in advance of calls shall entitle the Member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

#### **FORFEITURE OF SHARES**

- 36.
- (a) If a Member fails to pay any call or installment of a call or to make any payment required by the terms of issue on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call, installment or payment remains unpaid, give notice requiring payment of so much of the call, installment or payment as is unpaid, together with any interest which may have accrued and all expenses that have been incurred by the Company by reason of such non-payment. Such notice shall name a day (not earlier than the expiration of fourteen (14) days from the date of giving of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time appointed the Shares in respect of which such notice was given will be liable to be forfeited.
  - (b) If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Share and not actually paid before the forfeiture.
  - (c) A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

37. A Person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of forfeiture were payable by such Person to the Company in respect of the Shares together with interest thereon, but such Person's liability shall cease if and when the Company shall have received payment in full of all monies whenever payable in respect of the Shares.
38. A certificate in writing under the hand of one Director or the Secretary of the Company that a Share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the fact therein stated as against all Persons claiming to be entitled to the Share. The Company may receive the consideration given for the Share on any sale or disposition thereof and may execute a transfer of the Share in favour of the Person to whom the Share is sold or disposed of and such Person shall thereupon be registered as the holder of the Share and shall not be bound to see to the application of the purchase money, if any, nor shall such Person's title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.
39. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

#### **REGISTRATION OF EMPOWERING INSTRUMENTS**

40. The Company shall be entitled to charge a fee not exceeding one dollar (US\$1.00) on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument.

#### **TRANSMISSION OF SHARES**

41. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where the deceased was a sole holder, shall be the only persons recognized by the Company as having any title to his or her or its interest in the Shares, but nothing herein contained shall release the estate of any such deceased holder from any liability in respect of any Shares which had been held by him or her solely or jointly with other Persons.
42.
  - (a) Any Person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors and subject as hereinafter provided, elect either to be registered himself or herself as holder of the Share or to make such transfer of the Share to such other Person nominated by such Person as the deceased or bankrupt Person could have made and to have such Person registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before such Member's death or bankruptcy as the case may be.

- (b) If the Person so becoming entitled shall elect to be registered as holder, such Person shall deliver or send to the Company a notice in writing signed by such Person stating that such Person so elects.
43. A Person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of the holder (or in any other case than by transfer) shall be entitled to the same dividends and other advantages to which such Person would be entitled if such Person were the registered holder of the Share, except that such Person shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, provided however, that the Directors may at any time give notice requiring any such Person to elect either to be registered or to transfer the Share and if the notice is not complied with within ninety (90) days the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

**AMENDMENT OF MEMORANDUM OF ASSOCIATION, CHANGE OF LOCATION  
OF REGISTERED OFFICE & ALTERATION OF CAPITAL**

44.

- (a) Subject to and in so far as permitted by the provisions of the Statute and these Articles, the Company may from time to time by Ordinary Resolution alter or amend its Memorandum of Association otherwise than with respect to its name and objects and may, without restricting the generality of the foregoing:
- (i) increase the share capital by such sum to be divided into Shares of such amount or without nominal or par value as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;
  - (ii) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
  - (iii) by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller amount than is fixed by the Memorandum of Association or into Shares without nominal or par value;
  - (iv) cancel any Shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any Person; and
  - (v) increase or decrease the number of the authorised Ordinary Shares.

- (b) All new Shares created hereunder shall be subject to the same provisions with reference to the payment of calls, liens, transfer, transmission and forfeiture and otherwise as the Shares in the original Share capital.
- (c) Subject to the provisions of the Statute, the Company may by Special Resolution change its name or alter its objects.
- (d) Without prejudice to Article 23(a) hereof and subject to the provisions of the Statute, the Company may by Special Resolution reduce its share capital and any capital redemption reserve fund.
- (e) Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its registered office.

#### **CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE**

- 45. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, the Directors of the Company may provide that the register of Members shall be closed for transfers for a stated period but not to exceed in any case forty (40) days. If the register of Members shall be so closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members such register shall be so closed for at least ten (10) days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the register of Members.
- 46. In lieu of or apart from closing the register of Members, the Directors may fix in advance a date as the record date for any such determination of Members entitled to notice of or to vote at a meeting of the Members and for the purpose of determining the Members entitled to receive payment of any dividend the Directors may, at or within ninety (90) days prior to the date of declaration of such dividend fix a subsequent date as the record date for such determination.
- 47. If the register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, such determination shall apply to any adjournment thereof.

## GENERAL MEETING

48.

- (a) Subject to paragraph (c) hereof, the Company shall within one (1) year of its incorporation and in each year of its existence thereafter hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint.
- (b) At these meetings the report of the Directors (if any) shall be presented.
- (c) If the Company is exempted as defined in the Statute it may but shall not be obliged to hold an annual general meeting.

49.

- (a) The Directors may whenever they think fit, and they shall on the requisition of Members of the Company holding at the date of the deposit of the requisition not less than one-third of such of the Paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, proceed to convene a general meeting of the Company.
- (b) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office of the Chairman of the Board or the president of the Company and may consist of several documents in like form each signed by one or more requisitionists.
- (c) If the Directors do not within twenty-one (21) days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three (3) months after the expiration of the said twenty (21) days.
- (d) A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

## NOTICE OF GENERAL MEETINGS

50. At least five (5) days notice shall be given by the Board of Directors of an annual general meeting or any other general meeting to the Members whose names on the date of the notice appear as a shareholder in the register of Members of the Company and are entitled to vote at the meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of Article 52 have been complied with, be deemed to have been duly convened if it is so agreed:

- (a) in the case of a general meeting called as an annual general meeting by all the Members entitled to attend and vote thereat or their proxies; and
  - (b) in the case of any other general meeting by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 66 2/3% in nominal value of the Shares in issue (on an as-if-converted basis).
51. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by any Person entitled to receive notice shall not invalidate the proceedings of that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

52. A general meeting shall be deemed duly constituted if, at the commencement of and throughout the meeting, there are present in person or by proxy the holder(s) of (i) at least fifty percent (50%) of all Shares carrying an entitlement to vote in issue provided always that if the Company has one Member of record the quorum shall be that one Member present in person or by proxy. No business shall be transacted at any general meeting unless the aforesaid quorum of Members is present at the time when the meeting proceeds to business.
53. A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by the Members required to vote on such resolution (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.
54. If within one (1) hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved and in any other case it shall stand adjourned to the same time and place seven (7) Business Days later or such other place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.
55. The general meeting of the Company may be held and any Member may participate in such meeting, by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting are capable of hearing each other; and such participation shall be deemed to constitute presence in person at that meeting.
56. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if such Chairman shall not be present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.

57. If at any general meeting no Director is willing to act as Chairman or if no Director is present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present shall choose one of their numbers to be Chairman of the meeting.
58. The Chairman may, with the consent of any general meeting duly constituted hereunder, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.
59. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by the Chairman or any other Member present in person or by proxy.
60. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, an entry to that effect in the Company's Minute Book containing the Minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
61. The demand for a poll may be withdrawn.
62. Except as provided herein, if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.
63. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
64. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the general meeting directs and any business other than that upon which a poll has been demanded or is contingent thereon may be proceeded with pending the taking of the poll.

#### **VOTES OF MEMBERS**

65. Subject to any rights or restrictions for the time being attached to any Class or series or Classes or series of Shares, on a show of hands every Member of record present in person or by proxy at a general meeting shall have one vote and on a poll every Member of record present in person or by proxy shall have one vote for each Share registered in such Member's name in the register of Members.

66. In the case of joint holders of record the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of Members.
67. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by such Member's committee, receiver, curator bonis, or other Person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other persons may vote by proxy.
68. No Member shall be entitled to vote at any general meeting unless such Member is registered as a shareholder of the Company on the record date for such meeting nor unless all calls or other sums presently payable by such Member in respect of Shares in the Company have been paid.
69. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at such general meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the general meeting whose decision shall be final and conclusive.
70. On a poll or on a show of hands votes may be given either personally or by proxy.

#### **PROXIES**

71. The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of the attorney of the appointor duly authorised in writing, or, if the appointor is a corporation under the hand of an officer or attorney duly authorised in that behalf. A proxy need not be a Member of the Company.
72. The instrument appointing a proxy shall be deposited at such place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting, or adjourned meeting provided that the Chairman of the Meeting may at his or her discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex, cable or telecopy confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company.
73. The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.
74. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the registered office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

75. Any corporation which is a Member of record of the Company may in accordance with its Articles or in the absence of such provision by resolution of its Directors or other governing body authorize such Person as it thinks fit to act as its representative at any meeting of the Company or of any Class or series of Members of the Company, and the Person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such Person represents as the corporation could exercise if it were an individual Member of record of the Company.
76. Shares of its own capital belonging to the Company or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

## DIRECTORS

- 77.
- (a) Unless otherwise determined by the Company in a general meeting, the number of Directors shall not be less than three Directors nor more than ten (10) Directors, the exact number to be determined from time to time by the Directors.
  - (b) Each Director shall hold office until the expiration of his term and until his successor shall have been elected and qualified.
  - (c) The Board of Directors shall have one or more Chairmen of the Board of Directors (in the case of more than one chairman, each a **“Co-Chairman”**) elected and appointed for a determined period by a majority of the Directors then in office. In the event that Co-Chairmen are so elected, the term “Chairman” as used in these Articles shall be construed accordingly and the Co-Chairman shall jointly exercise the rights and powers of the “Chairman”, set out in these Articles or otherwise, by mutual agreement of such Co-Chairmen. A sole Chairman or any Co-Chairmen together shall preside as chairman at every meeting of the Board of Directors. To the extent any sole Chairman or both Co-Chairman is/are not present at a meeting of the Board of Directors within thirty (30) minutes after the time appointed for holding the same, the attending Directors may choose one Director to be the chairman of the meeting.
  - (d) The Company may by Ordinary Resolution elect any person to be a Director either to fill a casual vacancy on the Board or as an addition to the existing Board.
  - (e) The Directors by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting, or the sole remaining Director, shall have the power from time to time and at any time to appoint any person as a Director to fill a casual vacancy on the Board or as an addition to the existing Board.

78. A Director may be removed from office by Special Resolution at any time before the expiration of his term notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under such agreement).
79. The Directors may, from time to time adopt, institute, amend, modify or revoke the corporate governance policies or initiatives, which shall be intended to set forth the policies of the Company and the Board on various corporate governance related matters as the Directors shall determine by resolution from time to time.
80. A Director shall not be required to hold any Shares in the Company by way of qualification. A Director who is not a Member of the Company shall nevertheless be entitled to receive notice of and to attend and speak at general meetings of the Company and of all classes of Shares of the Company.
81. The remuneration to be paid to the Directors shall be such remuneration as the Directors shall determine. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be entitled to be paid their reasonable traveling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.
82. The Directors may by resolution award special remuneration to any Director of the Company undertaking any special work or services for, or undertaking any special mission on behalf of, the Company other than the ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to the remuneration as a Director.
83. A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with the office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.
84. A Director or alternate Director may act individually or via the firm with which such Director/alternate Director is associated in a professional capacity for the Company, such Director/alternate Director or such firm shall be entitled to remuneration for such professional services as if such person were not a Director or alternate Director.
85. A shareholding qualification for Directors may be fixed by the Company in general meeting, but unless and until so fixed no qualification shall be required.
86. A Director or alternate Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by such Director or alternate Director as a director or officer of, or from his or her interest in, such other company.

87. No individual shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director (or alternate Director) shall be at liberty to vote in respect of any contract or transaction in which such Director or alternate Director is so interested as aforesaid, provided however, that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by such Director or the alternate Director appointed by such Director at or prior to its consideration and any vote thereon.
88. A general notice that a Director or alternate Director is a shareholder of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure under Article 87 and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

#### **ALTERNATE DIRECTORS**

89. Subject to the exception contained in Article 97, a Director who expects to be unable to attend Directors' Meetings because of absence, illness or otherwise may appoint any individual to be an alternate Director to act in such Director's stead and such appointee whilst he or she holds office as an alternate Director shall, in the event of absence therefrom of the appointor, be entitled to attend meetings of the Directors and to vote thereat and to do, in the place and stead of the appointor, any other act or thing which the appointor is permitted or required to do by virtue of such appointor being a Director as if the alternate Director were the appointor, other than appointment of an alternate to such Director, and such appointee shall ipso facto vacate office if and when the appointor ceases to be a Director or removes the appointee from office. Any appointment or removal under this Article shall be effected by notice in writing under the hand of the Director making the same.

#### **POWERS AND DUTIES OF DIRECTORS**

90. The business of the Company shall be managed in the best interests of the Company by the Directors (or a sole Director if only one is appointed) who may pay all expenses incurred in promoting, registering and setting up the Company, and may exercise all such powers of the Company as are not, from time to time by the Statute, or by these Articles, or such regulations, being not inconsistent with the aforesaid, as may be prescribed by the Company in general meeting required to be exercised by the Company in general meeting, provided however, that no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

91. The Directors may from time to time and at any time by powers of attorney appoint any company, firm, Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of Persons dealing with any such attorneys as the Directors may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
92. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.
93. The Directors shall cause minutes to be made in books provided for the purpose:
  - (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors (including those represented thereat by an alternate or by proxy) present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.
94. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his or her widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.
95. Except as otherwise provided by these Articles, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### **MANAGEMENT**

96.
  - (a) The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.

- (b) Except as otherwise provided by these Articles, the Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any persons to be members of such committees or local boards or any managers or agents and may fix their remunerations.
- (c) The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorize the members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any individual so appointed and may annul or vary any such delegation, but no individual dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
- (d) Any such delegates as aforesaid may be authorised by the Directors to subdelegate all or any of the powers, authorities, and discretions for the time being vested in them.

#### **MANAGING DIRECTORS**

- 97. The Directors may, from time to time, appoint one or more of their body (but not an alternate Director) to the office of Managing Director for such term and at such remuneration (whether by way of salary, or commission, or participation in profits, or partly in one way and partly in another) as they may think fit but such appointment shall be subject to determination ipso facto if the Director ceases from any cause to be a Director and no alternate Director appointed by such Director can act in his or her stead as a Director or Managing Director.
- 98. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### **PROCEEDINGS OF DIRECTORS**

- 99. Except as otherwise provided by these Articles, the Directors shall meet together, either telephonically and/or in person, for the dispatch of business, convening, adjourning and otherwise regulating their meetings as they think fit. Notices and agenda of the business to be transacted at the meeting and all relevant documents and materials to be circulated at or presented to the meeting shall be sent to every Director and alternate Director at least seven (7) days prior to the relevant Board meeting (exclusive of the day on which such notice is given). Minutes of Board meetings shall be sent to every Director and alternate Director within thirty (30) days after the relevant meeting. Except as provided herein, questions or issues arising at any meeting or matters brought before the Board to be voted on shall be decided by the affirmative vote of a simple majority of the Directors or alternate Directors present at the meeting which there is a quorum. The vote of an alternate Director not being counted if such alternate's appointor be present at such meeting.

100. A Director or alternate Director may, and the Secretary on the requisition of a Director or alternate Director shall, at any time summon a meeting of the Directors by at least seven (7) days' written notice (exclusive of the day on which such notice is given) to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless such notice is waived in writing by all the Directors (or their alternates) either at, before or after the meeting is held, provided that the presence of a Director at a meeting shall be deemed to constitute a waiver on such Director's part in respect of such meeting, and, provided further, if the notice is given in person, by cable, telex or telecopy the same shall be deemed to have been given on the day it is delivered to the Directors or transmitting organization as the case may be.
101. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be a majority of the Directors then in office, provided that a Director and his appointed alternate Director shall be considered only one person for this purpose. A meeting of the Directors at which a quorum is present when the meeting proceeds to business shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. A meeting of the Directors may be held by means of telephone or teleconferencing or any other telecommunication facility provided that all participants are thereby able to communicate immediately by voice with all other participants.
102. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.
103. [Intentionally omitted].
104. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
105. A committee may meet and adjourn as it thinks proper. Questions or issues arising or matters brought to be voted upon at any meeting shall be determined by a majority of votes of the members present.

106. All acts done by any meeting of the Directors or of a committee of Directors (including any individual acting as an alternate Director) shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or alternate Director, or that they or any of them were disqualified, be as valid as if every such individual had been duly appointed and qualified to be a Director or alternate Director as the case may be.
107. Members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. A resolution in writing (in one or more counterparts), signed by all the Directors for the time being or all the members of a committee of Directors (an alternate Director being entitled to sign such resolution on behalf of such alternate's appointor) shall be as valid and effectual as if it had been passed at a meeting of the Directors or committee as the case may be duly convened and held.
- 108.
- (a) A Director may be represented at any meetings of the Board of Directors by a proxy appointed by such Director in which event the presence or vote of the proxy shall for all purposes be deemed to be that of the Director.
  - (b) The provisions of Articles 71-76 shall mutatis mutandis apply to the appointment of proxies by Directors.

#### **VACATION OF OFFICE OF DIRECTOR**

109. The office of a Director shall be vacated:
- (a) if such Director gives notice in writing to the Company that such Director resigns the office of Director;
  - (b) if such Director is absent (without being represented by proxy or an alternate Director appointed by such Director) from three (3) consecutive meetings of the Board of Directors without special leave of absence from the Directors, and they pass a resolution that such Director has by reason of such absence vacated office;
  - (c) if such Director dies, becomes bankrupt or makes any arrangement or composition with such Director's creditors generally;
  - (d) if such Director is found a lunatic or becomes of unsound mind; and
  - (e) if such Director is removed pursuant to these Articles.

### **PRESUMPTION OF ASSENT**

110. A Director of the Company who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless such Director's dissent shall be entered in the Minutes of the meeting or unless such Director shall file his or her written dissent from such action with the individual acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to such Person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

### **SEAL**

111.

- (a) The Company may, if the Directors so determine, have a Seal which shall, subject to paragraph (c) hereof, only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf and every instrument to which the Seal has been affixed shall be signed by one individual who shall be either a Director or the Secretary or Secretary-Treasurer or some individual appointed by the Directors for the purpose.
- (b) The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the Common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.
- (c) A Director, Secretary or other officer or representative or attorney may without further authority of the Directors affix the Seal of the Company over his or her signature alone to any document of the Company required to be authenticated by him or her under Seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

### **OFFICERS**

112. The Company may have a President, a Secretary or Secretary-Treasurer appointed by the Directors who may also from time to time appoint such other officers as they consider necessary, all for such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors from time to time prescribe.

### **DIVIDENDS, DISTRIBUTIONS AND RESERVE**

113. Subject to the Statute and these Articles, the Directors may from time to time declare dividends (including interim dividends) and distributions on Shares of the Company outstanding and authorize payment of the same out of the funds of the Company lawfully available therefore.
114. The Directors may, before declaring any dividends or distributions, set aside such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business of the Company.

115. Subject to the rights of Persons, if any, entitled to Shares with special rights as to dividends or distributions, if dividends or distributions are to be declared on a class of Shares, they shall be declared and paid according to the amounts paid or credited as paid on the Shares of such class outstanding on the record date for such dividend or distribution, as determined in accordance with these Articles. No amount paid or credited as paid on a Share in advance of calls shall be treated for the purpose of this Article as paid on the Share.
116. Except as otherwise provided herein, the Directors may deduct from any dividend or distribution payable to any Member all sums of money (if any) presently payable by such Member to the Company on the account of calls.
117. The Directors may declare that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of paid up Shares, debentures, or debenture stock of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.
118. Any dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the holder who is first named on the register of Members or to such Person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders.
119. No dividend or distribution shall bear interest against the Company.

#### **CAPITALIZATION**

120. The Company may upon the recommendation of the Directors by Ordinary Resolution authorize the Directors to capitalize any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalization, with full power to the Directors to make such provisions as they think fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorize any Person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalization and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

## **BOOKS OF ACCOUNT**

121. The Directors shall cause proper books of account to be kept with respect to:

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

122. Except as otherwise provided by these Articles, the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

123. The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law

## **AUDIT**

124. The Company may at any annual general meeting appoint an Auditor or Auditors of the Company who shall hold office until the next annual general meeting and may fix the remuneration of such Auditor or Auditors.

125. The Directors may before the first annual general meeting appoint an Auditor or Auditors of the Company who shall hold office until the first annual general meeting unless previously removed by an Ordinary Resolution of the Members in general meeting in which case the Members at that meeting may appoint Auditors. The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Directors under this Article may be fixed by the Directors.

126. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.
127. Auditors shall at the next annual general meeting following their appointment and at any other time during their term of office, upon request of the Directors or any general meeting of the Members, make a report on the accounts of the Company in general meeting during their tenure of office.

#### **NOTICES**

128. Notices shall be in writing. Any Member may provide notice to the Company and the Company may provide notice to any Member either personally or by sending it by internationally recognized courier, post, facsimile, cable, telex, telecopy or electronic message to (i) a Member at his or her or its or its address, facsimile number or electronic mail address as shown in the register of Members (if by the Company) or (ii) the Company at the address, facsimile number or electronic mail address of its principal office in the PRC (if by a Member). Any such notice, if mailed, will be forwarded airmail if the address be outside the Cayman Islands.
  129.
    - (a) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected at the expiration of sixty (60) hours after the letter containing the same is posted as aforesaid.
    - (b) Where a notice is sent by facsimile, cable, telex, telecopy or electronic message, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization and to have been effected on the day the same is sent as aforesaid.
    - (c) Where a notice is sent by courier, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected on the date set forth in the instructions for delivery when sent as aforesaid.
  130. A notice may be given by the Company to the joint holders of record of a Share by giving the notice to the joint holder first named on the register of Members in respect of the Share.
  131. A notice may be given by the Company to the Person or Persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member by sending it through the post as aforesaid in a pre-paid letter 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 supplied for that purpose by the Persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
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132. Notice of every general meeting shall be given in any manner hereinbefore authorised to:

- (a) every Person shown as a Member in the register of Members as of the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the register of Members; and
- (b) every Person upon whom the ownership of a Share devolves by reason of his or her or its being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his or her death or bankruptcy would be entitled to receive notice of the meeting.

No other Person shall be entitled to receive notices of general meetings.

#### **WINDING UP**

133. Subject to the rights of the respective classes and series of Shareholders as set forth in Article 135, if the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute and these Articles, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as the liquidator deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. Subject to the rights of the respective classes and series of Shareholders as set forth in Article 135, the liquidator may with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any Shares or other securities whereon there is any liability.

134. If the Company shall be wound up, and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the Paid-up capital, such assets shall be distributed in accordance with Article 135.

#### **LIQUIDATION PREFERENCE**

135.

- (a) Upon any liquidation, dissolution or winding up of the Company (a **“Liquidation Event”**), either voluntary or involuntary, the assets of the Company available for distribution shall be distributed to all holders of share capital of the Company (including the Ordinary Shareholders) pro rata on an as-if converted basis.
- (b) In the event the Company proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Company, the value of the assets to be distributed to the holders of Ordinary Shares shall be determined in good faith by the Board (but in accordance with the liquidation preferences and amounts set forth in this Article 135), or by a liquidator if one is appointed. Any securities not subjected to investment letter or similar restrictions on free marketability shall be valued as follows:

- (i) if traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day period ending one (1) day prior to the distribution;
- (ii) if traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and
- (iii) if there is no active public market, the value shall be the fair market value thereof as determined in good faith by the Board.

The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the Board, or by a liquidator if one is appointed.

#### INDEMNITY

136. To the fullest extent permitted by Statute, the Directors and officers for the time being of the Company and any trustee for the time being acting in relation to any of the affairs of the Company and their heirs, executors, administrators and personal representatives respectively shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own willful neglect or default respectively and no such Director, officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other Director, officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any banker or other Persons with whom any monies or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency of any security upon which any monies of the Company may be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his or her office or trust unless the same shall happen through the willful neglect or default of such Director, Officer or trustee.
137. Expenses (including attorneys' fees, costs and charges) incurred by a Director or officer of the Company in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such Director or officer is not entitled to be indemnified by the Company pursuant to Article 136.

#### **FINANCIAL YEAR**

138. Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

#### **AGGREGATION OF SHARES**

139. All Ordinary Shares held or acquired by affiliated entities or Persons (as defined in Rule 144 under the Securities Act, or underlying any Convertible Securities or Option Securities, on an as-if-converted basis) shall be aggregated together for the purpose of determining the availability of any rights under these Articles.

#### **AMENDMENTS OF ARTICLES**

140. Subject to the Statute and these Articles, the Company may at any time and from time to time by Special Resolution alter or amend these Articles in whole or in part.

#### **TRANSFER BY WAY OF CONTINUATION**

141. If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

**SEARCHMEDIA HOLDINGS LIMITED**  
**AMENDED AND RESTATED 2008 SHARE INCENTIVE PLAN**

**PREAMBLE**

SearchMedia International Limited originally established the 2008 Share Incentive Plan, effective January 1, 2008. In connection with certain transactions (the "Merger") pursuant to Plan of Merger, Conversion and Share Exchange between SearchMedia International Limited and SearchMedia Holdings Limited (as well as other parties), SearchMedia International Limited has become a wholly owned subsidiary of SearchMedia Holdings Limited. In connection with the Merger, SearchMedia Holdings Limited, subject to and effective only upon the approval of its shareholders, hereby assumes, amends and restates the 2008 Share Incentive Plan as follows.

**ARTICLE 1**

**PURPOSE**

The purpose of this 2008 Amended and Restated Share Incentive Plan (the "Plan") is to promote the success and enhance the value of SearchMedia Holdings Limited, a company incorporated under the laws of the Cayman Islands (the "Company") by linking the personal interests of the members of the Board, Employees, and Consultants to those of the Company's shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to Company shareholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of members of the Board, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent.

**ARTICLE 2**

**DEFINITIONS AND CONSTRUCTION**

Wherever the following terms are used in the Plan, they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

2.1 "Applicable Laws" means (i) the laws of the Cayman Islands as they relate to the Company and its Shares; (ii) the legal requirements relating to the Plan and the Awards under applicable provisions of the corporate, securities, tax and other laws, rules, regulations and government orders; and (iii) the rules of any applicable stock exchange or national market system, of any jurisdiction applicable to Awards granted to residents therein.

2.2 "Article" means an article of this Plan.

2.3 "Award" means an Option, Restricted Share or Restricted Share Units award granted to a Participant pursuant to the Plan.

2.4 "Award Agreement" means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.

2.5 "Board" means the Board of Directors of the Company from time to time.

2.6 "Change in Control" means, as applicable, a change in ownership or control of the Company effected through either of the following transactions:

(a) Prior to the date of the effectiveness of the Company's first registration statement on Form F-1 filed with the U.S. Securities and Exchange Commission (the "SEC"), the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities possessing

more than seventy-five percent (75%) of the total combined voting power of the Company's outstanding securities; or

(b) After the date of the effectiveness of the Company's first registration statement on Form F-1 filed with the SEC,

(i) The direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's shareholders which a majority of the Incumbent Board (as defined below) who are not affiliates or associates of the offeror under Rule 12b-2 promulgated under the Exchange Act do not recommend such shareholders accept; or

(ii) The individuals, who are members of the Board as of the date of the effectiveness of the Company's first registration statement on Form F-1 filed with the SEC (the "Incumbent Board"), cease for any reason to constitute at least fifty percent (50%) of the Board; provided that if the election, or nomination for election by the Company's shareholders, of any new member of the Board is approved by a vote of at least fifty percent (50%) of the Incumbent Board, such new member of the Board shall be considered as a member of the Incumbent Board.

2.7 "Code" means the Internal Revenue Code of 1986 of the United States, as amended.

2.8 "Committee" means the committee of the Board described in Article 9.

2.9 "Consultant" means any consultant or adviser if: (a) the consultant or adviser renders bona fide services to a Service Recipient; (b) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities; and (c) the consultant or adviser is a natural person who has contracted directly with the Service Recipient to render such services.

2.10 "Corporate Transaction" means any of the following transactions:

(a) an amalgamation, arrangement or consolidation or scheme of arrangement (i) in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated, or (ii) following which the holders of the voting securities of the Company do not continue to hold more than fifty percent (50%) of the combined voting power of the voting securities of the surviving entity;

(b) the sale, transfer or other disposition of all or substantially all of the assets of the Company; or

(c) the completion of a voluntary or insolvent liquidation or dissolution of the Company.

2.11 "Disability" means that the Participant qualifies to receive long-term disability payments under the Service Recipient's long-term disability insurance program, as it may be amended from time to time, to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Service Recipient to which the Participant provides service does not have a long-term disability plan in place, "Disability" means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion.

2.12 "Effective Date" shall have the meaning set forth in Section 10.1.

2.13 "Employee" means any person, including an officer or member of the Board of the Company, any Parent or Subsidiary of the Company, who is in the employ of a Service Recipient, subject to the control and direction of the Service Recipient as to both the work to be performed and the manner and method of performance. The payment of a director's fee by a Service Recipient shall not be sufficient to constitute "employment" by the Service Recipient.

2.14 “Exchange Act” means the Securities Exchange Act of 1934 of the United States, as amended.

2.15 “Fair Market Value” means, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on one or more established and regulated stock exchanges or national market systems, its Fair Market Value shall be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Shares are listed (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in *The Wall Street Journal* or such other source as the Committee deems reliable;

(b) If the Shares are regularly quoted on an automated quotation system or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such shares as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Shares on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in *The Wall Street Journal* or such other source as the Committee deems reliable; or

(c) In the absence of an established market for the Shares of the type described in (a) and (b), above, the Fair Market Value thereof shall be determined by the Committee in good faith and in its discretion by reference to (i) the placing price of the latest private placement of the Shares and the development of the Company’s business operations and the general economic and market conditions since such latest private placement, (ii) other third party transactions involving the Shares and the development of the Company’s business operation and the general economic and market conditions since such sale, (iii) an independent valuation of the Shares, or (iv) such other methodologies or information as the Committee determines to be indicative of Fair Market Value, relevant.

2.16 “Incentive Share Option” means an Option that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.17 “Independent Director” means a member of the Board who is not an Employee of the Company.

2.18 “Non-Employee Director” means a member of the Board who qualifies as a “Non-Employee Director” as defined in Rule 16b-3(b)(3) under the Exchange Act, or any successor definition adopted by the Board.

2.19 “Non-Qualified Share Option” means an Option that is not intended to be an Incentive Share Option.

2.20 “Option” means a right granted to a Participant pursuant to Article 5 of the Plan to purchase a specified number of Shares at a specified price during specified time periods. An Option may be either an Incentive Share Option or a Non-Qualified Share Option.

2.21 “Participant” means a person who, as a member of the Board, Consultant or Employee, has been granted an Award pursuant to the Plan.

2.22 “Parent” means a parent corporation under Section 424(e) of the Code.

2.23 “Plan” means this Amended and Restated 2008 Share Incentive Award Plan, as it may be amended from time to time.

2.24 “Related Entity” means any business, corporation, partnership, limited liability company or other entity in which the Company, a Parent or Subsidiary of the Company holds a substantial ownership interest, directly or indirectly but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.

2.25 “Restricted Share” means a Share awarded to a Participant pursuant to Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture.

2.26 “Restricted Share Unit” means the right granted to a Participant pursuant to Article 6 to receive a Share at a future date.

2.27 “Securities Act” means the Securities Act of 1933 of the United States, as amended.

2.28 “Service Recipient” means the Company, any Parent or Subsidiary of the Company and any Related Entity to which a Participant provides services as an Employee, Consultant or as a Director.

2.29 “Share” means a share of the Company, and such other securities of the Company that may be substituted for Shares pursuant to Article 8.

2.30 “Subsidiary” means any corporation or other entity of which a majority of the outstanding voting shares or voting power is beneficially owned directly or indirectly by the Company.

2.31 “Trading Date” means the closing of the first sale to the general public of the Shares pursuant to an effective registration statement under Applicable Law, which results in the Shares being publicly traded on one or more established stock exchanges or national market systems.

### ARTICLE 3

#### SHARES SUBJECT TO THE PLAN

##### 3.1 Number of Shares.

(a) Subject to the provisions of Article 8 and Section 3.1(b), the aggregate number of Shares which may be issued or transferred pursuant to Awards under the Plan is 1,796,452.

(b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by the Company or any Parent or Subsidiary of the Company shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). If any Restricted Shares are forfeited by the Participant or repurchased by the Company, such Shares may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). Notwithstanding the provisions of this Section 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Share Option to fail to qualify as an incentive share option under Section 422 of the Code.

3.2 Shares Distributed. Any Shares issued pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury Shares (subject to Applicable Laws) or Shares purchased on the open market. Additionally, in the discretion of the Committee, American Depository Shares in an amount equal to the number of Shares which otherwise would be distributed pursuant to an Award may be distributed in lieu of Shares in settlement of any Award. If the number of Shares represented by an American Depository Share is other than on a one-to-one basis, the limitations of Section 3.1 shall be adjusted to reflect the distribution of American Depository Shares in lieu of Shares.

### ARTICLE 4

#### ELIGIBILITY AND PARTICIPATION

4.1 Eligibility. Persons eligible to participate in this Plan include Employees, Consultants, and all members of the Board, as determined by the Committee.

4.2 Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from among all eligible individuals, those to whom Awards shall be granted and shall determine the nature and amount of each Award. No individual shall have any right to be granted an Award pursuant to this Plan.

4.3 Jurisdictions. In order to assure the viability of Awards granted to Participants employed in various jurisdictions, the Committee may provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom applicable in the jurisdiction in which the Participant resides or is employed. Moreover, the Committee may approve such supplements to, or amendments, restatements, or alternative versions of, the Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of the Plan as in effect for any other purpose; *provided, however*, that no such supplements, amendments, restatements, or alternative versions shall increase the share limitations contained in Section 3.1 of the Plan. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any Applicable Laws.

## ARTICLE 5

### OPTIONS

5.1 General. The Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Committee and set forth in the Award Agreement which may be a fixed or variable price related to the Fair Market Value of the Shares; *provided, however*, that no Option may be granted to an individual subject to taxation in the United States at less than the Fair Market Value on the date of grant, without the Participant's consent. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive. For the avoidance of doubt, to the extent not prohibited by Applicable Laws or any exchange rule, a re-pricing of Options mentioned in the preceding sentence shall be effective without the approval of the Company's shareholders or the approval of the Participants. Notwithstanding the foregoing, the exercise price per Share subject to an Option shall not be increased without the approval of the affected Participants.

(b) Time and Conditions of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part, including exercise prior to vesting; *provided* that the term of any Option granted under the Plan shall not exceed ten years, except as provided in Section 11.1. The Committee shall also determine any conditions, if any, that must be satisfied before all or part of an Option may be exercised.

(c) Payment. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation (i) cash or check denominated in a currency determined by the Committee, and subject to Applicable Law, (ii) Shares held for such period of time as may be required by the Committee in order to avoid adverse financial accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof, (v) after the Trading Date the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company upon settlement of such sale, (vi) other property acceptable to the Committee with a Fair Market Value equal to the exercise price, or (vii) any combination of the foregoing. Notwithstanding any other provision of the Plan to the contrary, no Participant shall be permitted to pay the exercise price of an Option in any method which would violate Applicable Law.

(d) Evidence of Grant. All Options shall be evidenced by an Award Agreement between the Company and the Participant. The Award Agreement shall include such additional provisions as may be specified by the Committee.

5.2 Incentive Share Options. Incentive Share Options may be granted to Employees of the Company, a Parent or Subsidiary of the Company. Incentive Share Options may not be granted to Employees of a Related

Entity or to Independent Directors or Consultants. The terms of any Incentive Share Options granted pursuant to the Plan, in addition to the requirements of Section 5.1, must comply with the following additional provisions of this Section 5.2:

(a) Expiration of Option. An Incentive Share Option may not be exercised to any extent by anyone after the first to occur of the following events:

(i) Ten years from the date it is granted, unless an earlier time is set in the Award Agreement;

(ii) 90 days after the Participant's termination of employment as an Employee (save in the case of termination on account of Disability or death or for cause); and

(iii) One year after the date of the Participant's termination of employment or service on account of Disability or death. Upon the Participant's Disability or death, any Incentive Share Options exercisable at the Participant's Disability or death may be exercised by the Participant's legal representative or representatives, by the person or persons entitled to do so pursuant to the Participant's last will and testament, or, if the Participant fails to make testamentary disposition of such Incentive Share Option or dies intestate, by the person or persons entitled to receive the Incentive Share Option pursuant to the applicable laws of descent and distribution.

(b) Individual Dollar Limitation. The aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Share Options are first exercisable by a Participant in any calendar year may not exceed U.S.\$100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Share Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Share Options.

(c) Ten Percent Owners. An Incentive Share Option shall be granted to any individual who, at the date of grant, owns Shares possessing more than ten percent of the total combined voting power of all classes of shares of the Company only if such Option is granted at a price that is not less than 110% of Fair Market Value on the date of grant and the Option is exercisable for no more than five years from the date of grant.

(d) Transfer Restriction. The Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Share Option within (i) two years from the date of grant of such Incentive Share Option or (ii) one year after the transfer of such Shares to the Participant.

(e) Expiration of Incentive Share Options. No Award of an Incentive Share Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(f) Right to Exercise. During a Participant's lifetime, an Incentive Share Option may be exercised only by the Participant.

## ARTICLE 6

### RESTRICTED SHARES AND RESTRICTED SHARE UNITS

6.1 Grant of Restricted Shares. The Committee is authorized to make Awards of Restricted Shares and/or Restricted Share Units to any Participant selected by the Committee in such amounts and subject to such terms and conditions as determined by the Committee. All Awards of Restricted Shares shall be evidenced by an Award Agreement.

6.2 Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Share). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.

6.3 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, that the Committee may (a) provide in any Restricted Share Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.

6.4 Certificates for Restricted Shares. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

6.5 Restricted Share Units. At the time of grant, the Committee shall specify the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable, and may specify such conditions to vesting as it deems appropriate. At the time of grant, the Committee shall specify the maturity date applicable to each grant of Restricted Share Units which shall be no earlier than the vesting date or dates of the Award and may be determined at the election of the grantee. On the maturity date, the Company shall, subject to Sections 7.4 and 7.5, transfer to the Participant one unrestricted, fully transferable Share for each Restricted Share Unit scheduled to be paid out on such date and not previously forfeited.

## ARTICLE 7

### PROVISIONS APPLICABLE TO AWARDS

7.1 Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award which may include the term of an Award, the provisions applicable in the event the Participant's employment or service terminates, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

7.2 Limits on Transfer. No right or interest of a Participant in any Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or a Subsidiary, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or a Subsidiary. Except as otherwise provided by the Committee, no Award shall be assigned, transferred, or otherwise disposed of by a Participant other than by will or the laws of descent and distribution. The Committee by express provision in the Award or an amendment thereto may permit an Award (other than an Incentive Share Option) to be transferred to, exercised by and paid to certain persons or entities related to the Participant, including but not limited to members of the Participant's family, charitable institutions, or trusts or other entities whose beneficiaries or beneficial owners are members of the Participant's family and/or charitable institutions, or to such other persons or entities as may be expressly approved by the Committee, pursuant to such conditions and procedures as the Committee may establish. Any permitted transfer shall be subject to the condition that the Committee receive evidence satisfactory to it that the transfer is being made for estate and/or tax planning purposes (or to a "blind trust" in connection with the Participant's termination of employment or service with the Company or a Subsidiary to assume a position with a governmental, charitable, educational or similar non-profit institution) and on a basis consistent with the Company's lawful issue of securities.

7.3 Beneficiaries. Notwithstanding Section 7.2, a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If the Participant is married and resides in a community property jurisdiction, a designation of a person other than

the Participant's spouse as his or her beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written consent of the Participant's spouse. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time provided the change or revocation is filed with the Committee.

7.4 Share Issuance. Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares pursuant to the exercise of any Award, unless and until the Board has determined, with advice of counsel, that the issuance and delivery of such Shares is in compliance with all Applicable Laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the Shares are listed or traded. All Share certificates delivered pursuant to the Plan and all Shares issued pursuant to book entry procedures are subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply with all Applicable Laws, and the rules of any national securities exchange or automated quotation system on which the Shares are listed, quoted, or traded. The Committee may place legends on any Share certificate to reference restrictions applicable to the Share. In addition to the terms and conditions provided herein, the Board may require that a Participant make such reasonable covenants, agreements, and representations as the Board, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Committee shall have the right to require any Participant to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Committee. Notwithstanding any other provision of the Plan, unless otherwise determined by the Committee or required by Applicable Law, the Company shall not deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares shall be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).

7.5 Paperless Administration. Subject to Applicable Laws, the Committee may establish, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Participant may be permitted through the use of such an automated system.

7.6 Applicable Currency. Unless otherwise required by Applicable Law, or as determined in the discretion of the Committee, all Awards shall be designated in U.S. dollars. A Participant may be required to provide evidence that any currency used to pay the exercise price of any Award were acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the event the exercise price for an Award is paid in Chinese Renminbi or other foreign currency, as permitted by the Committee, the amount payable will be determined by conversion from U.S. dollars at the official rate promulgated by the People's Bank of China for Chinese Renminbi, or for jurisdictions other than the People's Republic of China, the exchange rate as selected by the Committee on the date of exercise.

## ARTICLE 8

### CHANGES IN CAPITAL STRUCTURE

8.1 Adjustments. In the event of any distribution, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, reorganization of the Company, including the Company becoming a subsidiary in a transaction not involving a Corporate Transaction, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the Shares or the share price of a Share, the Committee shall make such proportionate and equitable adjustments, if any, to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1 and substitutions of shares in a parent or surviving company); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect

thereto); and (c) the grant or exercise price per share for any outstanding Awards under the Plan. The form and manner of any such adjustments shall be determined by the Committee in its sole discretion.

**8.2 Acceleration upon a Change of Control.** Except as may otherwise be provided in any Award Agreement or any other written agreement entered into by and between the Company and a Participant, if a Change of Control occurs and a Participant's Awards are not converted, assumed or replaced by a successor, the vesting of such Awards shall accelerate by one (1) year upon such Change of Control. Upon, or in anticipation of, a Change of Control, the Committee may in its sole discretion provide for (i) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Participant the right to exercise such Awards during a period of time as the Committee shall determine, (ii) either the purchase of any Award for an amount of cash equal to the amount that could have been attained upon the exercise of such Award or realization of the Participant's rights had such Award been currently exercisable or payable or fully vested (and, for the avoidance of doubt, if as of such date the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), (iii) the replacement of such Award with other rights or property selected by the Committee in its sole discretion or the assumption of or substitution of such Award by the successor or surviving corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of Shares and prices, or (iv) provide for payment of Awards in cash based on the value of Shares on the date of the Change of Control plus reasonable interest on the Award through the date such Award would otherwise be vested or have been paid in accordance with its original terms, if necessary to comply with Section 409A of the Code.

**8.3 Outstanding Awards — Corporate Transactions.** In the event of a Corporate Transaction, each Award will terminate upon the consummation of the Corporate Transaction, unless the Award is assumed by the successor entity or Parent thereof in connection with the Corporate Transaction. Except as provided otherwise in an individual Award Agreement, in the event of a Corporate Transaction and:

(a) the Award either is (x) assumed by the successor entity or Parent thereof or replaced with a comparable Award (as determined by the Committee) with respect to shares of the capital stock (or equivalent) of the successor entity or Parent thereof or (y) replaced with a cash incentive program of the successor entity which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same vesting schedule applicable to such Award, then such Award (if assumed), the replacement Award (if replaced), or the cash incentive program automatically shall become fully vested, exercisable and payable and be released from any restrictions on transfer (other than transfer restrictions applicable to Options) and repurchase or forfeiture rights, immediately upon termination of the Participant's employment or service with all Service Recipients within twelve (12) months of the Corporate Transaction without cause; and

(b) For each Award that is neither assumed nor replaced, such portion of the Award shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares at the time represented by such portion of the Award, immediately prior to the specified effective date of such Corporate Transaction, provided that the Participant remains an Employee, Consultant or Director on the effective date of the Corporate Transaction.

**8.4 Outstanding Awards — Other Changes.** In the event of any other change in the capitalization of the Company or corporate change other than those specifically referred to in this Article 8, the Committee may, in its absolute discretion, make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in the per share grant or exercise price of each Award as the Committee may consider appropriate to prevent dilution or enlargement of rights.

**8.5 No Other Rights.** Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Committee under the Plan, no issuance by the Company of shares of any class, or securities convertible into

shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to an Award or the grant or exercise price of any Award.

ARTICLE 9  
ADMINISTRATION

9.1 Committee. The Plan shall be administered by the Compensation Committee of the Board; *provided, however* that the Compensation Committee may delegate to a committee of one or more members of the Board the authority to grant or amend Awards to Participants other than Independent Directors and executive officers of the Company. The Committee shall consist of at least two individuals, each of whom qualifies as a Non-Employee Director. Reference to the Committee shall refer to the Board if the Compensation Committee has not been established or ceases to exist and the Board does not appoint a successor Committee. Notwithstanding the foregoing, the full Board, acting by majority of its members in office shall conduct the general administration of the Plan if required by Applicable Law, and with respect to Awards granted to Independent Directors and for purposes of such Awards the term "Committee" as used in the Plan shall be deemed to refer to the Board.

9.2 Action by the Committee. A majority of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present, and acts approved in writing by a majority of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

9.3 Authority of Committee. Subject to any specific designation in the Plan, the Committee has the exclusive power, authority and discretion to:

- (a) Designate eligible Employees, Directors and Consultants to receive Awards;
- (b) Determine the type or types of Awards to be granted to each Participant;
- (c) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;
- (d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;
- (e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (f) Prescribe the form of each Award Agreement, which need not be identical for each Participant;
- (g) Decide all other matters that must be determined in connection with an Award;
- (h) Establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;
- (i) Interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement; and
- (j) Make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan.

9.4 Decisions Binding. The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties.

## ARTICLE 10

### EFFECTIVE AND EXPIRATION DATE

10.1 Effective Date. The Effective Date of the Plan is January 1, 2008.

10.2 Expiration Date. The Plan will expire on, and no Award may be granted pursuant to the Plan after, the tenth anniversary of the Effective Date. Any Awards that are outstanding on the tenth anniversary of the Effective Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

## ARTICLE 11

### AMENDMENT, MODIFICATION, AND TERMINATION

11.1 Amendment, Modification, And Termination. With the approval of the Board, at any time and from time to time, the Committee may terminate, amend or modify the Plan; *provided, however*, that (a) to the extent necessary and desirable to comply with Applicable Laws, or stock exchange rules, the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, and (b) shareholder approval is required for any amendment to the Plan that (i) increases the number of Shares available under the Plan (other than any adjustment as provided by Article 8), (ii) permits the Committee to extend the term of the Plan or the exercise period for an Option beyond ten years from the date of grant, or (iii) results in a material increase in benefits or a change in eligibility requirements.

11.2 Awards Previously Granted. Except with respect to amendments made pursuant to Section 11.1, no termination, amendment, or modification of the Plan shall adversely affect in any material way any Award previously granted pursuant to the Plan without the prior written consent of the Participant.

## ARTICLE 12

### GENERAL PROVISIONS

12.1 No Rights to Awards. No Participant, employee, or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Committee is obligated to treat Participants, employees, and other persons uniformly.

12.2 No Shareholders Rights. No Award gives the Participant any of the rights of a Shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

12.3 Taxes. No Shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all applicable taxes (including the Participant's payroll tax obligations) required or permitted by law to be withheld with respect to any taxable event concerning a Participant arising as a result of this Plan. The Committee may in its discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the return of Shares) having a Fair Market Value equal to the sums required to be withheld. Notwithstanding any other provision of the Plan, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award after such Shares were acquired by the Participant from the Company) in order to satisfy all of the Participant's income and payroll tax liabilities with respect to the issuance, vesting, exercise or payment of the Award shall, unless specifically

approved by the Committee, be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory income and payroll tax withholding rates that are applicable to such supplemental taxable income under Applicable Law.

12.4 No Right to Employment or Services. Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Service Recipient to terminate any Participant's employment or services at any time, nor confer upon any Participant any right to continue in the employ or service of any Service Recipient.

12.5 Effect of Plan upon Other Compensation Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for any Service Recipient. Nothing in the Plan shall be construed to limit the right of any Service Recipient: (a) to establish any other forms of incentives or compensation for Employees, Directors or Consultants, or (b) to grant or assume options or other rights or awards otherwise than under the Plan in connection with any proper corporate purpose including without limitation, the grant or assumption of options in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, stock or assets of any corporation, partnership, limited liability company, firm or association.

12.6 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

12.7 Indemnification. To the extent allowable pursuant to applicable law, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; *provided* he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Memorandum of Association and Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

12.8 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits pursuant to any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

12.9 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

12.10 Titles and Headings. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

12.11 Fractional Shares. No fractional Share shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional shares or whether such fractional shares shall be eliminated by rounding up or down as appropriate.

12.12 Government and Other Regulations. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws and to such approvals by government agencies as may be required. The Company shall be under no obligation to register any of the Shares paid pursuant to the Plan under the Securities Act or any other similar law in any applicable jurisdiction. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act

or other Applicable Laws, the Company may restrict the transfer of such Shares in such manner as it deems advisable to ensure the availability of any such exemption.

12.13 Governing Law. The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the Cayman Islands.

12.14 Section 409A. To the extent that the Committee determines that any Award granted under the Plan is or may become subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and the Award Agreements shall be interpreted in accordance with Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Committee determines that any Award may be subject to Section 409A of the Code and related U.S. Department of Treasury guidance (including such U.S. Department of Treasury guidance as may be issued after the Effective Date), the Committee may adopt such amendments to the Plan and the applicable Award agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines is necessary or appropriate to (a) exempt the Award from Section 409A of the Code and /or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance.

12.15 Appendices. The Committee may approve such supplements, amendments or appendices to the Plan as it may consider necessary or appropriate for purposes of compliance with applicable laws or otherwise and such supplements, amendments or appendices shall be considered a part of the Plan; *provided, however*, that no such supplements shall increase the share limitations contained in Section 3.1 of the Plan.

## Ideation Acquisition Corporation Announces Completion of Acquisition of SearchMedia International Ltd.

WILMINGTON, DE—(Marketwire — 11/02/09) — Ideation Acquisition Corp. (“Ideation”) (AMEX:[IDI](#) - - [News](#)) (AMEX:[IDI.U](#) — [News](#)) (AMEX:[IDI.WS](#) — [News](#)) announced that it has completed the acquisition of SearchMedia International Ltd. The transaction was approved by the stockholders of Ideation at its special meeting on October 27, 2009 and was consummated on October 30, 2009. Ideation has changed its name to SearchMedia Holdings Limited (“SearchMedia”) and its common stock, units and warrants continue to trade on the NYSE Amex under the ticker symbols: IDI, IDI.U, and IDI.WS, respectively. SearchMedia also announced that Robert Fried, former President and CEO of Ideation, has been named Co-Chairman of the Board of Directors of SearchMedia.

“We are very proud to announce the completion of this strategic and very successful transaction with Ideation,” stated Garbo Lee, President of SearchMedia. “We look forward to utilizing the capital from this transaction to execute our growth plans and to solidify our position as a leading nationwide multi-platform media company in China.”

### About SearchMedia

SearchMedia is a leading nationwide multi-platform media company and one of the largest operators of integrated outdoor billboard and in-elevator advertising networks in China. SearchMedia currently operates a network of over 1,500 high-impact billboards with over 500,000 square feet of surface display area and one of China’s largest networks of in-elevator advertisement panels consisting of over 170,000 frames in 57 cities throughout China. SearchMedia ranked first in market share of in-elevator advertising displays in 13 out of the 26 most affluent cities in China and ranked second in an additional nine of these cities, according to a Nielsen Media Research report published in July 2008. Additionally, SearchMedia operates a network of large-format light boxes in concourses of eight major subway lines in Shanghai. SearchMedia’s core outdoor billboard and in-elevator platforms are complemented by its subway advertising platform, which together enable it to provide multi-platform, “one-stop shop” services for its local, national and international advertising clients that numbered more than 780 cumulatively from its inception to July 31, 2009.

### Forward-Looking Statements

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements as that term is defined by the United States Private Securities Litigation Reform Act of 1995. Any such forward-looking statements contained herein are based on current expectations, but are subject to a number of risks and uncertainties that may cause actual results to differ materially from expectations such as material adverse events affecting SearchMedia and those other risks and uncertainties detailed in SearchMedia’s filings with the Securities and Exchange Commission. SearchMedia cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. SearchMedia does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement to reflect any change in their expectations or any change in events, conditions or circumstances on which any such statement is based.

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