
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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) September 8, 2009

Ideation Acquisition Corp.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

001-33800

77-0688094

(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer Identification No.)

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

19801

(Address of Principal Executive Offices)

(Zip Code)

(310) 694-8150

(Registrant's Telephone Number, Including Area Code)

(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.

Second Amendment to Share Exchange Agreement

On September 8, 2009, Ideation Acquisition Corp., a Delaware corporation (“Ideation”), entered into a Second Amendment to the Agreement and Plan of Merger, Conversion and Share Exchange, dated September 8, 2009 (the “Second Amendment”) with Earl Yen, Tommy Cheung, Stephen Yau, Qinying Liu, Linden Ventures, Vervain Equity Investment Limited, Sun Hing Associates Limited and The Frost Group, LLC. The Amendment amends the previously announced Agreement and Plan of Merger, Conversion and Share Exchange (the “Share Exchange Agreement”) 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”), the direct subsidiaries of SM Cayman, and Shanghai Jingli Advertising Co. Ltd., and certain shareholders and warrant holders of SM Cayman, among others. The Share Exchange Agreement was previously amended on May 27, 2009.

The Second Amendment amends the Share Exchange Agreement to provide the following:

- acknowledgement of the transfer of the SM Cayman Series C preferred shares previously owned by Gentfull Investment Limited and Gavast Estates Limited to Vervain Equity Investment Limited and Sun Hing Associates Limited, respectively, their affiliates, and the joinder of such transferee to the Share Exchange Agreement;
- the elimination of a potential obligation of ID Cayman to issue Series A preferred shares in connection with the closing, but continuing to provide for the issuance of a warrant to acquire 0.25 of an ID Cayman ordinary share, regardless of the amount in the trust account after closing, for each ID Cayman ordinary share issued to or acquired by those investors who hold SM Cayman interim notes or the Linden note that converted to ID Cayman ordinary shares at closing or ID Cayman ordinary shares acquired or to be acquired in connection with the Sponsor Purchase Commitment Amount;
- the imposition of one-year lock-up restrictions with respect to the ID Cayman shares underlying ID Cayman restricted share awards and options issued pursuant to the Share Exchange Agreement;
- an additional covenant requiring the repayment of certain loans owed by Qinying Liu and Le Yang to SM Cayman prior to closing. Ms. Liu and Ms. Yang have agreed to repay an aggregate of RMB 4,289,889 owed by them to SM Cayman prior to the closing of the business combination. They may do so in cash or by surrendering a number of ordinary shares of SM Cayman owned by them prior to closing equal in value to such amount;
- an increase of the board of directors of ID Cayman after the closing to ten members, adding one director to be appointed by the Ideation representative and requiring certain independence and citizenship requirements;
- the amendment of the sponsor purchase commitment of The Frost Group, LLC to allow for certain warrant exercises, effective immediately after the closing, to be counted toward the satisfaction of the Sponsor Purchase Commitment Amount, as such term is defined in the Share Exchange Agreement;
- the addition of Ideation stockholder approval of the Ideation charter amendment (and a corresponding amendment to the charter of ID Arizona Corp., Ideation’s wholly-owned subsidiary) as a condition to the closing of the business combination;
- the extension of the date by which the business combination must be consummated to October 30, 2009 from September 30, 2009;
- technical corrections to the definition of “adjusted net income”;

- the amendment of Schedules B and C to the Share Exchange Agreement to reflect the transfers by Gentfull Investment Limited and Gavast Estates Limited and certain transfers by and among SM Cayman shareholders and to correct some rounding errors; and
- the amendment of the Memorandum and Articles of Association of ID Cayman, Exhibit A to the Share Exchange Agreement, to eliminate the designation of the ID Cayman Series A preferred shares.

The foregoing description is qualified in its entirety by the Second Amendment, which is filed as Exhibit 2.1 hereto and incorporated herein by this reference.

Letter Agreement

In addition, on September 8, 2009, in connection with the execution of the Second Amendment, Ideation entered into a letter agreement with the interim noteholders and holder of the Linden Note and The Frost Group, LLC (the “Letter Agreement”). Pursuant to the Letter Agreement, if at any time during the two years following the closing of the business combination, ID Cayman issues any preferred shares or other equity securities (including securities convertible into or exchangeable for preferred shares or other equity securities), the parties to the Letter Agreement will have the right to exchange, for such securities, any ordinary shares of ID Cayman acquired by them as a result of:

- (1) conversion of an interim note from SM Cayman or the Linden Note;
- (2) warrant exercises to satisfy the Sponsor Purchase Commitment Amount; or
- (3) open market purchases or new issuances of Ideation shares to satisfy the Sponsor Purchase Commitment Amount,

up to the amount of such issuance by ID Cayman. The valuation of the exchanged ordinary shares will be \$7.8815 per share.

The foregoing description is qualified in its entirety by the Letter Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by this reference.

Item 3.02 — Unregistered Sale of Equity Securities

At the closing of the Share Exchange Agreement, and as a result of the Second Amendment: (i) SM Cayman shareholders will receive 6,865,339 ordinary shares of ID Cayman, (ii) SM Cayman warrant holders will receive warrants to purchase 1,519,186 ordinary shares of ID Cayman, (iii) SM Cayman option holders will receive options to purchase 702,013 ordinary shares of ID Cayman, (iv) SM Cayman holders of restricted shares and restricted share units, which we refer to collectively as restricted share awards, will receive 261,179 restricted share awards of ID Cayman, and (v) certain SM Cayman noteholders will receive 1,712,874 ordinary shares of ID Cayman and warrants to purchase 428,219 ordinary shares of ID Cayman. In addition, the shareholders and warrant holders of SM Cayman may receive an additional 10,150,352 ordinary shares of ID Cayman pursuant to an earn-out provision in the share exchange agreement.

Forward Looking Statements

Any statements contained in this Form 8-K 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 Ideation and SearchMedia, their ability to complete a business combination and those other risks and uncertainties detailed in Ideation’s filings with the Securities and Exchange Commission (the “SEC”). Ideation and SearchMedia caution readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. Ideation and SearchMedia do 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.

Participation in Solicitation/Additional Information

In connection with the proposed transaction, Ideation and ID Arizona Corp. filed Amendment No. 2 to Form S-4 containing a proxy statement/prospectus in conjunction with the transaction with the SEC on September 10, 2009, which is subject to review by the SEC. A definitive Proxy Statement/Prospectus will be mailed to Ideation stockholders. INVESTORS AND SECURITY HOLDERS OF IDEATION ARE URGED TO READ A DEFINITIVE PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS FILED WITH THE SEC CAREFULLY IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. Investors and security holders will be able to obtain free copies of the Registration Statement and the definitive Proxy Statement/Prospectus (when available) and other documents filed with the SEC by Ideation through the website maintained by the SEC at www.sec.gov under the registrant names Ideation and "ID Arizona Corp." Free copies of the Registration Statement and the Proxy Statement/Prospectus (when available) and other documents filed with the SEC can also be obtained by directing a request to Ideation, 1105 N. Market Street, Suite 1300, Wilmington, Delaware 19801.

Ideation, SearchMedia and their respective directors, executive officers, affiliates and other persons may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information regarding Ideation's directors and executive officers is available in its Annual Report on Form 10-K for the year ended December 31, 2008, which was filed with the SEC on March 20, 2009, and information regarding SearchMedia's directors and executive officers is available in Ideation's and ID Arizona Corp.'s preliminary Proxy Statement/Prospectus, Amendment No. 2 of which was filed with the SEC on September 10, 2009, and can be found on the SEC website at www.sec.gov under the registrant name "ID Arizona Corp." Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the definitive Proxy Statement/Prospectus and other relevant materials to be filed with the SEC when they become available.

ITEM 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
2.1	Second Amendment to Share Exchange Agreement, dated September 8, 2009
10.1	Letter Agreement, dated September 8, 2009

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: September 14, 2009

IDEATION ACQUISITION CORP.

/s/ Robert N. Fried

Robert N. Fried

President and Chief Executive Officer

Exhibit No.	Description
2.1	Second Amendment to Share Exchange Agreement, dated September 8, 2009
10.1	Letter Agreement, dated September 8, 2009

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

This **SECOND AMENDMENT AND JOINDER TO AGREEMENT AND PLAN OF MERGER, CONVERSION AND SHARE EXCHANGE** ("**Amendment**") effective this 8th day of September, 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**"), Qinying Liu (the "**Management Shareholder Representative**") and, together with the CSV Representative and the DB Representative, the "**SM Shareholders' Representatives**", Linden Ventures II (BVI), Ltd. ("**Linden**"), Vervain Equity Investment Limited (the "**Gentfull Transferee**"), Sun Hing Associates Ltd. (the "**Gavast Transferee**"), and, together with the Gentfull Transferee, the "**Transferees**") and The Frost Group, LLC (the "**Sponsor Entity**").

Recitals

WHEREAS, 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, Gentfull Investment Limited ("**Gentfull**") desires to transfer all right, title and interest in and to the 5,454,543 Series C preferred shares, par value US\$0.0001 per share, in the capital of the Company ("**Series C Shares**") held by it to the Gentfull Transferee (an Affiliate of Gentfull), and Gavast Estates Limited ("**Gavast**") desires to transfer all right, title and interest in and to the 12,727,272 Series C Shares held by it to the Gavast Transferee (an Affiliate of Gavast) (together, the "**Transfers**"), and such transferees wish to join as parties to the SEA;

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

WHEREAS, (i) in accordance with Section 16.2 of the SEA, Ideation, a majority of the SM Shareholders' Representatives and Linden wish to amend the SEA to reflect the terms set forth below and (ii) the Gavast Transferee and the Gentfull Transferee wish to become bound by the SEA as SM Shareholders, in the place of Gavast and Gentfull, respectively. **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. As of the date hereof, being the effective date of the Transfers (the "**Effective Date**"), the Gentfull Transferee shall be substituted for and shall replace Gentfull as a party to the in the SEA that by their terms can only be made by the Transferees on the Effective Date, which representations and warranties shall be deemed to be made, for purposes of the SEA, as of the Effective Date; *provided* that (x) the Gentfull Transferee shall be responsible for any breach by Gentfull prior to the Effective Date of any such representations and warranties made by Gentfull and (y) the Gavast Transferee shall be responsible for any breach prior to the Effective Date of any such representations and warranties made by Gavast).

2. Section 4.5 of the SEA is hereby amended and restated in its entirety to read as follows:

"Issuance of New Warrants. Immediately following the Conversion Effective Time, New Warrants shall be issued to the holders of Acquired Shares and Sponsor Warrant Holders in accordance with Section 12.12 hereof, if applicable."

3. Section 5.1(c)(ii) of the SEA is hereby amended and restated in its entirety to read as follows:

"(ii) In all other regards, the terms of each New Restricted Shares Award shall be the same as the SM Restricted Shares Award which it replaces, and the Option Plan under which such SM Restricted

Shares Award was initially granted as in effect immediately prior to the Closing shall continue to apply in all material respects to the New Restricted Shares Award, including all restrictions or limitations on transfer and vesting, to the extent that such restrictions or limitations shall not have already lapsed, after giving effect to the Closing; *provided* that the holder of any ID Cayman Shares delivered upon the vesting of a New Restricted Shares Award prior to the one (1) year anniversary of the Closing shall be subject to the restrictions set forth in Clauses 2 and 3 of the form of Lock-Up Agreement attached hereto as Exhibit F-2 with respect to such shares until the one (1) year anniversary of the Closing.”

4. Section 5.1(d)(ii) of the SEA is hereby amended and restated in its entirety to read as follows:

“(ii) In all other regards, the terms of each New Option shall be the same as the SM Option which it replaces, and the Option Plan under which such SM Option was initially granted as in effect immediately prior to the Closing shall continue to apply in all material respects to the New Options, including all restrictions or limitations on transfer and vesting, to the extent that such restrictions or limitations shall not have already lapsed, after giving effect to the Closing; *provided* that the holder of any ID Cayman Shares delivered upon the exercise of a New Option prior to the one (1) year anniversary of the Closing shall be subject to the restrictions set forth in Clauses 2 and 3 of the form of Lock-Up Agreement attached hereto as Exhibit F-2 with respect to such shares until the one (1) year anniversary of the Closing.”

5. Section 5.1(e) of the SEA is hereby amended and restated in its entirety to read as follows:

“*Interim Notes.* Upon the Closing, the principal amount outstanding under each Interim Note as of the Closing and US\$10,000,000 of the principal amount outstanding under the Linden Note as of the Closing shall be converted into (a) a number of ID Cayman Shares calculated by dividing such outstanding principal amount by US\$7.8815, rounded up to the nearest whole share (the “*Note Shares*”), plus (b) a number of New Warrants equal to the number of such Note Shares issued, with each such New Warrant representing the right to purchase 0.25 of an ID Cayman Share at an exercise price per whole share of \$7.8815. The aggregate number of shares underlying such New Warrants shall be rounded up to the nearest whole share. At the Closing, (x) US\$5,000,000 of the principal amount outstanding under the Linden Note plus all accrued and unpaid interest on the Linden Note, plus US\$20,000 as reimbursement for Linden Ventures’ legal expenses, shall be paid in cash to Linden Ventures and (y) all accrued and unpaid interest under the Interim Notes shall be paid in cash to the holders thereof.”

6. Section 5.3(a) of the SEA is hereby amended by adding the following sentence at the end of such Section:

“The holder of such ID Cayman Shares shall be subject to the restrictions set forth in Clauses 2 and 3 of the form of Lock-Up Agreement attached hereto as Exhibit F-2 with respect to such shares until the one (1) year anniversary of the Closing.”

7. Section 5.3(b) of the SEA is hereby amended by adding the following sentence at the end of such Section:

“The holder of such ID Cayman Shares shall be subject to the restrictions set forth in Clauses 2 and 3 of the form of Lock-Up Agreement attached hereto as Exhibit F-2 with respect to such shares until the one (1) year anniversary of the Closing.”

8. Section 9.5 of the SEA is hereby amended and restated in its entirety to read as follows:

“*Section 9.5 Other Pre-Closing Covenants.* Prior to the Closing, (i) each of the SM Entities agrees that it shall, and each of the SM Shareholders agrees that it shall use commercially reasonable efforts (which, with respect to the SM Institutional Shareholders, shall only mean the directing of such SM Institutional Shareholder’s nominee(s) on the board of directors of SM Cayman to vote against any action in contravention of this Section 9.5) to, cause the relevant Group Companies to complete the actions set forth in items 2, 3 and 4 of Schedule 9.5, (ii) Ms. Liu and Ms. Yang shall use commercially reasonable efforts to complete the actions set forth in item 1 of Schedule 9.5, and (iii) all amounts owing by Ms. Liu and Ms. Yang to SM Cayman shall have been

repaid in accordance with the terms of that certain Repayment Agreement dated as of June 23, 2009 among SM Cayman, Ms. Liu and Ms. Yang.”

9. Section 12.4 of the SEA is hereby amended and restated in its entirety to read as follows:

“*Board Composition.* Ideation shall take such action, including amending its bylaws, as may be required to cause the number of directors constituting the Combined Board immediately after the Closing to consist of ten (10) persons, for a period commencing on the Closing Date and ending not sooner than the third anniversary of the Closing Date. Ideation shall have received the resignation of a sufficient number of current directors (which resignation may be conditioned upon the Closing of the Share Exchange) to allow for the election of the Director Nominees pursuant to this Section, and the remaining members of the Ideation Board shall have elected the other Director Nominees (as hereafter defined) as members of the Combined Board, effective upon the Closing, to fill the vacancies created by such increase in the size of the board and such resignations. Each Director Nominee shall serve as a director for a term expiring at ID Cayman’s next annual meeting of stockholders following the Closing Date and until his or her successor is elected and qualified. “*Director Nominees*” means (i) five (5) persons nominated by the Ideation Representative (at least three (3) of whom shall be “independent directors” as such term is defined in the rules and regulations of AMEX (“*Independent Directors*”) and at least two (2) of whom must be non-U.S. citizens) and (ii) five (5) persons nominated by the SM Shareholders’ Representatives (two (2) of whom shall be Qinying Liu and Earl Yen, at least three (3) of whom shall be Independent Directors, and at least three (3) of whom shall be non-U.S. citizens).”

10. Section 12.9 of the SEA is hereby amended and restated in its entirety to read as follows:

“*Series D or Other Financing.* Notwithstanding anything to the contrary set forth herein, from the date hereof until the date the Proxy Statement/Prospectus is declared effective by the SEC, SM Cayman shall be permitted to raise capital pursuant to an issuance of Series D Preferred Shares, on the terms and conditions agreed upon by Ideation and SM Cayman, provided that such financing results in maximum aggregate proceeds to the borrower of US\$15 million and no dividends shall accrue on such shares until the end of the first full calendar quarter after the Closing or termination hereof (a “*Series D Financing*”). The terms of any such Series D Preferred Shares must provide for their automatic conversion at the Closing into (a) a number of ID Cayman Shares calculated by using a ratio of one (1) ID Cayman Share per each US\$7.8815 of aggregate liquidation preference thereunder, rounded up to the nearest whole share, plus (b) a number of New Warrants equal to the number of ID Cayman Shares issued pursuant to clause (a) above, with each such New Warrant representing the right to purchase 0.25 of an ID Cayman Share at an exercise price per whole share of \$7.8815. The aggregate number of shares underlying such New Warrants shall be rounded up to the nearest whole share. Notwithstanding anything to the contrary set forth in this Agreement, SM Cayman shall also be permitted to discuss with potential lenders the terms of a subordinated debt financing, provided that the consent of Ideation shall be required prior to SM Cayman entering into any agreement or commitment with respect to such financing.”

11. Section 12.10(a) of the SEA is hereby amended and restated in its entirety to read as follows:

“*Sponsor Purchases.* Following the initial filing of the Proxy Statement/Prospectus with the SEC and continuing until no later than 4:30 pm Eastern time on the day that is two (2) business days before the day of the Stockholders Meeting (the “Reference Date”), The Frost Group, LLC (the “*Sponsor Entity*”), through itself, its Affiliates or other Persons (each such other Person, a “*Non-Affiliate Purchaser*”), agrees to purchase and/or enter into binding contracts to purchase (the “*Sponsor Purchases*”) Ideation Shares in the open market or in privately negotiated transactions (the “*Acquired Shares*”), in such an amount (the “*Sponsor Purchase Commitment Amount*”) equal to the lesser of (i) an aggregate expenditure of US\$18.25 million and (ii) an amount that, when combined with purchases by Ideation pursuant to Section 12.11, Warrant Purchases (as defined below) and proxies delivered by Ideation stockholders not electing Conversion Rights, would result in ID Cayman possessing (assuming settlement of such Section 12.11 purchases and Warrant Purchases) in the aggregate no less than US\$18.25 million in its Trust Account (or other accounts)

immediately after the Closing, before payment of the expenses set forth in clauses (b) through (e) of Section 8.19 (or any obligations incurred by any SM Party that may become obligations of ID Cayman as a result of the Closing), provided, however, that (w) the purchase price per Ideation Share is not more than \$9.00; (x) the Sponsor Purchase Commitment Amount is used solely to purchase Ideation Shares and is not applied to any transaction cost related to such purchase, other than normal brokerage fees; (y) such Sponsor Purchases are conducted in compliance with the Securities Act, the Exchange Act and any other applicable Legal Requirements; and (z) the aggregate amount of such Sponsor Purchases shall be disclosed to the holders of Ideation Shares in an appropriate filing with the SEC one (1) business day before the Stockholders Meeting. To the extent that the Sponsor Entity, through itself, its Affiliates or Non-Affiliate Purchasers has not otherwise satisfied the Sponsor Purchase Commitment Amount on or prior to the Reference Date, the Sponsor Entity, through itself, its Affiliates or Non-Affiliate Purchasers may satisfy its obligations pursuant to this Section prior to the Closing by delivering into an escrow account irrevocable written notices to exercise all or any of their respective Ideation Warrants that are "Public Warrants" (as defined in the Warrant Agreement related thereto) to be effective immediately after the Closing (each, a "Warrant Purchase"), together with the cash exercise price for the shares to be issued pursuant to such Ideation Warrants in an amount up to the difference between the dollar amount of Sponsor Purchases and the Sponsor Purchase Commitment Amount. The escrow account shall be established with an escrow agent and on terms and conditions mutually agreeable to Ideation and the SM Shareholders' Representatives, provided that the cash exercise price so delivered shall be released to ID Cayman upon written notice from the SM Shareholders' Representatives following the Closing, at which time the shares underlying such warrants (the "**Warrant Shares**") shall be issued to the Persons who have so elected such exercise (each, a "**Sponsor Warrant Holder**"). Alternatively, to the extent that the Sponsor Entity, through itself, its Affiliates or Non-Affiliate Purchasers, is unable to make sufficient Sponsor Purchases of Acquired Shares or Warrant Purchases to satisfy the Sponsor Purchase Commitment Amount for any reason, Ideation agrees to sell shares of Ideation Common Stock (which shall also be deemed to be "Acquired Shares" for purposes of this Article XII) to the Sponsor Entity, its Affiliates or Non-Affiliate Purchasers for a price per share equal to \$7.8815 in such number as necessary to remedy such shortfall, and the Sponsor Entity shall not be in breach of this section to the extent it so remedies such shortfall pursuant to such purchases within ten (10) business days after the Closing. Such purchases shall be made pursuant to a purchase agreement in reasonable and customary form and substance for a transaction of such nature, which shall include customary registration rights with respect to the shares acquired, which rights shall be pari passu with other registration rights granted to holders of ID Cayman Securities. The Sponsor Entity agrees to promptly provide reasonable supporting evidence of its compliance with the provisions of this Article XII, upon request by an SM Shareholders' Representative."

12. Section 12.12 of the SEA is hereby amended and restated in its entirety to read as follows:

"ID Cayman New Warrants. Immediately prior to the Closing of the Share Exchange, each holder of Acquired Shares and each Sponsor Warrant Holder shall be issued a New Warrant to purchase 0.25 of an ID Cayman Share for each Acquired Share held by him or it or Warrant Share that will be issued to him or it immediately after the Closing pursuant to Section 12.10(a). The exercise price per whole ID Cayman Share of such New Warrants shall be US\$7.8815, and the aggregate number of shares underlying such New Warrants shall be rounded up to the nearest whole share. Such issuance shall be conditioned upon the execution and delivery by the holder of such an Acquired Share or Sponsor Warrant Holder of a purchase agreement in reasonable and customary form and substance for a transaction of such nature, which shall include customary registration rights with respect to the ID Cayman Shares underlying such New Warrants, which rights shall be pari passu with other registration rights granted to holders of ID Cayman Securities. Each holder of Acquired Shares and each Sponsor Warrant Holder shall be a third-party beneficiary to this provision for so long as he or it holds any Acquired Shares or is in escrow pursuant to Section 12.10 (a) with respect to any Warrant Shares."

13. Section 13.1(e) of the SEA is hereby amended and restated in its entirety to read as follows:

“Approval by Ideation’s Stockholders. The Transactions shall have been approved by the holders of Common Stock in accordance with applicable Legal Requirements.”

14. The following Section 13.1(r) is hereby added to the SEA:

“Approval of Charter Amendments. An amendment to the Amended and Restated Certificate of Incorporation of Ideation in substantially the form and substance attached hereto as *Exhibit I* (the *“Ideation Charter Amendment”*) shall have been approved by the holders of Common Stock and filed with the Secretary of State of the State of Delaware in accordance with applicable Legal Requirements. If the Ideation Charter Amendment shall have been approved and become effective pursuant to this subsection, the board of directors and sole stockholder of ID Arizona shall have adopted corresponding changes to its Articles of Incorporation and filed the same with the Arizona Corporation Commission (the *“Arizona Charter Amendment”*).”

15. Section 13.2(d) of the SEA is hereby amended and restated in its entirety to read as follows:

“Approval by Ideation’s Stockholders. The Transactions shall have been approved by the holders of Common Stock in accordance with applicable Legal Requirements.”

16. The following Section 13.2(p) is hereby added to the SEA:

“Approval of Charter Amendments. The Ideation Charter Amendment shall have been approved by the holders of Common Stock and filed with the Secretary of State of the State of Delaware in accordance with applicable Legal Requirements. If the Ideation Charter Amendment shall have been approved and become effective pursuant to this subsection, the Arizona Charter Amendment shall have been approved by its board of directors and sole stockholder and been filed with the Arizona Corporation Commission.”

17. Section 15.1(b) of the SEA is hereby amended and restated in its entirety to read as follows:

“by either Ideation or the SM Shareholders’ Representatives (in accordance with Section 16.5), if the Closing has not occurred by the later of (i) October 30, 2009 or (ii) such other date that has been agreed in writing by the SM Shareholders’ Representatives and Ideation (the “End Date”); provided, however, that the right to terminate this Agreement under this Section 15.1(b) shall not be available to any Party whose failure to comply with any provision of this Agreement has been the cause of, or resulted in, the failure of the Closing Date to occur on or before such date.”

18. The definition of “Adjusted Net Income” set forth in Annex A of the SEA is hereby amended to delete clause (iv) set forth therein. The numbering of the remaining clauses in such definition shall remain unchanged, and clause (iv) shall be deemed to read “intentionally omitted.”

19. Clause (vi) of the definition of “Adjusted Net Income” set forth in Annex A of the SEA is hereby amended and restated in its entirety to read as follows:

“(vi) any costs, expenses or other items relating or attributable to that certain Convertible Note and Warrant Agreement (the “Note Agreement”), dated as of March 17, 2008, among SM Cayman, Linden Ventures and the other parties thereto, as amended on September 15, 2008, December 18, 2008, March 12, 2009 and August 21, 2009 (including the issuance of the Linden Note (as defined in the Note Agreement), as amended on September 15, 2008, December 18, 2008, March 12, 2009 and August 21, 2009)”

20. The definition of *“ID Cayman Preferred Shares”* as set forth in Annex A to the SEA is hereby deleted.

21. Schedule B to the SEA is hereby amended and restated in its entirety to read as set forth in Schedule 1 to this Amendment.

22. Schedule C to the SEA is hereby amended and restated in its entirety to read as set forth in Schedule 2 to this Amendment.

23. 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 in their entireties as set forth in *Exhibit 1* to this Amendment.

24. A new *Exhibit 1* is hereby added to the SEA in the form attached hereto as *Exhibit 2*.

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

26. 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: 1990 S. Bundy Drive, Suite 620
Los Angeles, CA 90025
Facsimile: (310) 861-5454

ID ARIZONA CORP.

By: /s/ Steven D. Rubin
Name: Steven D. Rubin
Title: Secretary
Address: 1990 S. Bundy Drive, Suite 620
Los Angeles, CA 90025
Facsimile: (310) 861-5454

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

Name: Earl Ching-Hwa Yen
Address: Rm. 104, Bldg.18
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Facsimile: +86 (21) 6225-8573

DB REPRESENTATIVE:

/s/ Tommy Cheung

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

/s/ Stephen Lau

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

LINDEN VENTURES II (BVI), LTD.

By: /s/ Craig Jarvis

Name: Craig Jarvis
Title: Authorized Signatory
Address: c/o Linden Advisors LP,
590 Madison Ave., 15th Floor, New York, NY
10022, USA
Facsimile: +1 (646) 840-3625

**SUN HING ASSOCIATES LTD. for and on behalf of Sun Hing
Associates Limited**

/s/ Yuen Yui Wing

Name: Yuen Yui Wing Authorized Signature(s)
Address: 9/F Central Building, 3 Pedder Street, Central, Hong Kong
Facsimile:

**VERVAIN EQUITY INVESTMENT LIMITED for and on behalf of
Vervain Equity Investment Limited**

/s/ Karen Cheung

Name: Karen Cheung and Peh Jefferson Tun Lu Authorized
Signature(s)
Address: 9/F Central Building, 3 Pedder Street, Central, Hong Kong
Facsimile:

THE FROST GROUP, LLC

By: /s/ Steven D. Rubin

Name: Steven D. Rubin
Address:
Facsimile:

Schedule 1

SCHEDULE B

SM Share Ownership*

<u>SM Shareholder</u>	<u>Number of SM Shares Held**</u>	<u>Percentage Ownership Interest</u>
Deutsche Bank AG	32,727,272	32.2%
China Seed Ventures	20,623,779	20.3%
Qinying Liu	14,660,750***	14.4%
Le Yang	14,660,750***	14.4%
Sun Hing Associates Ltd.	12,727,272	12.5%
Vervain Equity Investment	5,454,543	5.4%
Total Signing	100,854,366	99.2%
Jianxun Wang(1)	798,000	0.8%
Total	101,652,366	100.0%

* Does not reflect outstanding options issued under the ESOP.

** Reflects the number of SM Ordinary Shares held by each SM Shareholder after giving effect to the Preferred Conversion.

*** Subject to reduction for any share repurchases by SM Cayman pursuant to that certain Repayment Agreement dated as of June 23, 2009 among SM Cayman, Qinying Liu and Le Yang.

(1) Non-signing shareholder.

SM Warrant Ownership

<u>SM Warrantholder</u>	<u>Number of SM Shares Underlying Warrants</u>
China Seed Ventures	12,670,568
Linden Ventures II	5,875,639
Deutsche Bank AG	3,782,000
Qinying Liu	33,142
Le Yang	33,142
Xuebao Yang	33,142
Jianhai Huang	33,142
Min Wu	33,142
Total	22,493,917

Schedule 2

SCHEDULE C

Share Allocation — Shareholders

<u>SM Shareholder</u>	<u>Initial Share Payment</u>	<u>Earn-out Shares Percentage</u>
Deutsche Bank AG	2,210,316	26.36%
China Seed Ventures	1,392,877	16.61%
Qinying Liu	990,149*	11.81%
Le Yang	990,149*	11.81%
Sun Hing Associates	859,567	10.25%
Vervain Equity Investment	368,386	4.39%
Total Signing	6,811,444	81.23%
Jianxun Wang(1)	53,895	0.64%
Total Shareholders	6,865,339	81.87%

* Subject to reduction for any share repurchases by SM Cayman pursuant to that certain Repayment Agreement dated as of June 23, 2009 among SM Cayman, Qinying Liu and Le Yang. Any such reduction shall be calculated by subtracting (i) the number of SM Cayman ordinary shares so repurchased multiplied by 0.0675374 from (ii) the number of ID Cayman shares set forth on this Schedule next to such person's name.

Share Allocation — Warrant Holders

<u>SM Warrant Holder</u>	<u>Number of ID Cayman Shares Underlying Warrants</u>	<u>Exercise Price</u>	<u>Earn-out Shares Percentage</u>
China Seed Ventures — Series A	675,374	\$ 1.48	8.06%
China Seed Ventures — Series B	33,769	\$ 8.14	0.40%
China Seed Ventures — Series C	79,443	\$ 6.51	0.95%
China Seed Ventures — DB Transferred	67,152	\$0.0001	0.80%
Linden Ventures II	396,826	\$ 6.30	4.73%
Deutsche Bank AG	255,427	\$ 8.14	3.05%
Qinying Liu	2,239	\$0.0001	0.03%
Le Yang	2,239	\$0.0001	0.03%
Xuebao Yang	2,239	\$0.0001	0.03%
Jianhai Huang	2,239	\$0.0001	0.03%
Min Wu	2,239	\$0.0001	0.03%
Total Warrant Holders	1,519,186		18.14%

(1) Non-signing shareholder.

Exhibit 1

EXHIBIT A

Memorandum and Articles of Association of ID Cayman

Company No: []

**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
SEARCHMEDIA HOLDINGS LIMITED**

(adopted on [•], 2009 by a special resolution of the members)

Registered on the [] day of [] 2009

REGISTERED IN THE CAYMAN ISLANDS

THE COMPANIES LAW (2007 Revision)

COMPANY LIMITED BY SHARES

**MEMORANDUM OF
ASSOCIATION
OF
SEARCHMEDIA HOLDINGS LIMITED**

Adopted on [●], 2009 by a special resolution of the Members 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)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
SEARCHMEDIA HOLDINGS LIMITED

Adopted on [●], 2009 by a special resolution of the Members 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:

Affiliate	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;
Agreement and Plan of Merger, Conversion and Share Exchange	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;
Applicable Law	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;
Articles	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;
Auditors	means the Persons for the time being performing the duties of auditors of the Company;
Board of Directors or Board	means the board of directors of the Company;
Business	means out-of-home advertising and media-related business, including in-elevator advertising;
Business Day	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.

Class means any class or classes of Shares as may from time to time be issued by the Company;

Closing Price 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.

Company	means SearchMedia International Limited;
Company Securities	means any outstanding Securities issued by the Company;
Constitutional Documents	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;
Control	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;
Convertible Security	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;
Designated Stock Exchange	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;
Directors	means the directors for the time being of the Company;
Encumbrance	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;
Equity Security	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;
Exchange Act	means the Securities Exchange Act of 1934, as amended;
Group Companies	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;

HK Subs	means Great Talent Holdings Limited, a Hong Kong company and Ad-icon Company Limited, a Hong Kong company;
Issued Shares	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;
Liquidation Event	shall bear the meaning as ascribed to it in Article 135(a);
Member	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;
Memorandum of Association	means the memorandum of association of the Company in force and effect, as amended and restated from time to time;
Option Security	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;
Ordinary Resolution	means a resolution: <ul style="list-style-type: none"> (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 (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;
Ordinary Shareholders	means the Members registered from time to time as holders of Ordinary Shares in the register of Members of the Company;
Ordinary Shares	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;
Paid-up	means paid-up and/or credited as paid-up;
Person	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);
PRC	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;

PRC Entity	means Shanghai Jingli Advertising Co., Ltd., (Chinese Character), a limited liability company organized under the laws of the People's Republic of China;
Related Party	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;
RMB	means Renminbi, the lawful currency of the PRC;
Seal	means the common seal of the Company and includes every duplicate seal;
Secretary	includes an Assistant Secretary and any individual appointed to perform the duties of Secretary of the Company;
Securities	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;
Securities Act	means the U.S. Securities Act of 1933, as amended from time to time;
Share	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;
Shareholders	means, as of any time, any Ordinary Shareholders and any holders of any other Equity Securities of the Company;
Special Resolution	means a resolution: <ul style="list-style-type: none"> (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 (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;
Statute	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;
Subsidiary	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;

Trading Day	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;
US\$	means United States dollars, the lawful currency of the U.S.;
US GAAP	means the generally accepted accounting principles in the United States;
WFOE or WFOEs	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;
written and in writing	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 66²/₃% 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 a Chairman of the Board of Directors (the "**Chairman**") elected and appointed by a majority of the Directors then in office. The Chairman shall preside as chairman at every meeting of the Board of Directors. To the extent the Chairman is not present at a

meeting of the Board of Directors, 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. In case of an equality of votes, the Chairman shall have a second or casting vote.

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. The Directors may elect a Chairman of their Board and determine the period for which the Chairman is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within thirty (30) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

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, and in the case of an equality of votes the chairman of such committee shall have a second or casting vote.

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.

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.

Exhibit 2

EXHIBIT 1

Ideation Charter Amendment

**CERTIFICATE OF AMENDMENT
TO
THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
IDEATION ACQUISITION CORP.**

IDEATION ACQUISITION CORP., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a duly called and held meeting of its members, adopted a resolution proposing and declaring advisable the following amendment to the Amended and Restated Certificate of Incorporation of said corporation (the "Amendment"):

RESOLVED, that SECTION D OF ARTICLE SIXTH of the Amended and Restated Certificate of Incorporation of the Corporation is amended in its entirety to read as follows:

"At the time the Corporation seeks approval of the Initial Business Combination in accordance with paragraph C above, each holder of IPO Shares (each a "Public Stockholder") may, at its option, in accordance with the terms of this Section, convert its IPO Shares into cash at a per share conversion price (the "Conversion Price"), calculated as of two business days prior to the proposed consummation of the Initial Business Combination, equal to (A) the amount in the Trust Account, inclusive of (x) the proceeds from the IPO held in the Trust Account and the proceeds from the sale of the Insider Warrants, (y) the amount held in the Trust Account representing the Deferred Underwriting Compensation and (z) any interest income earned on the funds held in the Trust Account, net of taxes payable, that is not released to the Corporation to cover its operating expenses in accordance with paragraph B above, divided by (B) the number of IPO Shares outstanding on the date of calculation (including shares sold pursuant to the exercise of the over-allotment option, if any). If a majority of the shares voted by the Public Stockholders are voted to approve the Initial Business Combination, and if Public Stockholders owning less than 30% of the total IPO Shares both (1) vote against approval of the proposed Initial Business Combination and (2) elect to convert their shares, the Corporation will proceed with such Initial Business Combination. If the Corporation so proceeds, subject to the availability of lawful funds therefor, the Corporation will convert IPO Shares held by those Public Stockholders who have voted such IPO Shares, either in person or by proxy, for or against the Initial Business Combination, regardless of whether such IPO Shares were voted for or against the Initial Business Combination, and in connection with voting such shares, have affirmatively elected to convert such IPO Shares into cash at the Conversion Price. Only Public Stockholders shall be entitled to receive distributions from the Trust Account in connection with the approval of an Initial Business Combination, and the Corporation shall pay no distributions with respect to any other holders or shares of capital stock of the Corporation. If Public Stockholders holding 30% or more of the IPO Shares vote against approval of the proposed Initial Business Combination and elect to convert their IPO Shares, the Corporation will not proceed with such Initial Business Combination and will not convert any IPO Shares."

SECOND: This Certificate of Amendment was duly adopted by the stockholders of the Corporation in accordance with Section 242 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its President and Chief Executive Officer, this 8th day of September, 2009.

IDEATION ACQUISITION CORP.

By: /s/ Robert Fried
Name: Robert Fried
Title: President and Chief Executive Officer

Ideation Acquisition Corp.
1990 S. Bundy Drive, Suite 620
Los Angeles, CA 90025

September 8, 2009

To the Investors Listed on Exhibit A Hereto ("Investors")

Re: Exchange of Securities of SearchMedia Holdings Limited

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Merger, Conversion and Share Exchange, dated as of March 31, 2009, by and among Ideation Acquisition Corp. ("Ideation"), SearchMedia International Limited ("SM Cayman") and the other parties named therein, as amended and as may be further amended from time to time (the "Agreement"). All capitalized terms used but not defined herein shall have the definitions set forth in the Agreement.

For a period of two years from and after the Closing Date, if ID Cayman issues, on any one or more occasions, any preferred shares and/or other equity security (or any security convertible into or exchangeable or exercisable for preferred shares and/or other equity security) (a "Financing"), then each of the undersigned Investors (and its successors, assigns and transferees) shall have the right to cause ID Cayman to repurchase its Acquired Shares (as converted into ID Cayman Shares pursuant to the Conversion), Warrant Shares and Note Shares in exchange for new securities of the same class or series of preferred shares and/or other equity securities issued pursuant to such Financing ("New Securities") on the same terms and conditions of such Financing; *provided* that each such Acquired Share, Warrant Share and Note Share shall be valued at \$7.8815 per share for purposes of calculating the number of New Securities to be issued to such Investor (subject to adjustment for share splits, dividends, recapitalizations, and other similar events). Each such Investor will be entitled to all the same rights and privileges as the participants in such Financing on a *pari passu* basis. Notwithstanding the foregoing, the undersigned Investors, as a group, may only exchange a number of such shares with an aggregate dollar value equal to the aggregate dollar amount of New Securities sold in the Financing.

The undersigned Investors may exercise the exchange rights set forth in this letter upon any successive Financing that closes within two years after the Closing Date with respect to (a) any New Securities received upon any prior exchange hereunder and (b) any Acquired Shares (as converted into ID Cayman Shares pursuant to the Conversion), Warrant Shares and Note Shares not previously exchanged pursuant to this letter. The valuation of New Securities being exchanged in connection with such successive financing shall be based upon the valuation of such shares at the time of issuance, plus all accrued and unpaid dividends, interest or other payment rights (all subject to adjustment for share splits, dividends, recapitalizations, and other similar events). Ideation hereby agrees that it will provide the undersigned Investors with thirty (30) days advance written notice of any proposed Financing, and each such Investor shall have a period of twenty-five (25) days after receipt of such notice to elect to exchange all or any portion of its securities hereunder by written notice to ID Cayman. Notices shall be provided hereunder in the same manner provided in the Agreement, to ID Cayman at the address of its principal office and to the Investors at the addresses set forth in Exhibit A hereto.

On or prior to the Closing, Ideation shall sign a counterpart of this Agreement with each other Person who acquires Acquired Shares or who will acquire at or after the Closing any Warrant Shares or Note Shares, and such Persons shall be deemed "Investors" hereunder.

In the event that the Agreement is terminated, this letter agreement shall also terminate and be of no force or effect. Furthermore, this letter agreement is enforceable by any Investor who is a signatory hereto, regardless of whether or not it has been signed by any other Investor.

Please indicate your consent to the aforementioned by signing this letter in the space indicated below and returning it to Ideation.

Very truly yours,

IDEATION ACQUISITION CORP.

By: /s/ Robert N. Fried
Name: Robert N. Fried
Title: President and Chief Executive
Officer

ACKNOWLEDGED AND AGREED
this 8th day of September, 2009:

Frost Gamma Investments Trust

By: /s/ Phillip Frost
Name: Phillip Frost
Title: Trustee

The Frost Group, LLC

By: /s/ Steven D. Rubin
Name: Steven D. Rubin
Title: Member

Linden Ventures II (BVI), Ltd.

By: /s/ Craig Jarvis
Name: Craig Jarvis
Title: Authorized Signatory

China Seed Ventures, L.P.

By: /s/ Earl Ching-Hwa Yen
Name: Earl Ching-Hwa Yen

/s/ Qinying Liu
Qinying Liu

/s/ Le Yang
Le Yang

/s/ Xuebao Yang
Xuebao Yang

/s/ Min Wu
Min Wu

Chardan Securities LLC

By: /s/ Kerry Propper
Name: Kerry Propper
Title:

/s/ Min Wu
Min Wu

/s/ Robert Fried
Robert Fried

/s/ Rao Uppaluri
Rao Uppaluri

Halpryn Capital Partners LLC

By: /s/ Glenn Halpryn
Name: Glenn Halpryn
Title: Managing Member

Exhibit A

Investors

Frost Gamma Investments Trust
c/o Frost Administrative Services, Inc.
4400 Biscayne Boulevard, 15th Floor
Miami, Florida 33137

The Frost Group, LLC
4400 Biscayne Boulevard, 15th Floor
Miami, Florida 33137
New York, New York 10022

China Seed Ventures, L.P.
Rm. 104, Bldg. 18
No. 800 Huashan Road
Shanghai, 200050, China

Qinying Liu
Room 4B, Yinglong Building
No. 1358 Yan An Road West
Shanghai 200052, China

Le Yang
Room 4B, Yinglong Building
No. 1358 Yan An Road West
Shanghai 200052, China

Xuebao Yang
Room 4B, Yinglong Building
No. 1358 Yan An Road West
Shanghai 200052, China

Jianhai Huang
Room 4B, Yinglong Building
No. 1358 Yan An Road West
Shanghai 200052, China

Halpryn Capital Partners LLC
4400 Biscayne Boulevard, Suite 950
Miami, Florida 33137

Linden Ventures II (BVI), Ltd.
c/o Linden Advisors
590 Madison Avenue, 15th Floor

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