

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

AirMedia Group Inc.

(Name of Issuer)

Ordinary Shares, par value \$0.001

(Title of Class of Securities)

G0135J109¹

(CUSIP Number)

**Jenny Duan
609-610, 21st Century Tower
40 Liangmaqiao Road, Chaoyang District
Beijing, People's Republic of China, 100016
Telephone: +86.18610840084**
(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

with a copy to:
**Shuang Zhao
Shearman & Sterling
12th Floor Gloucester Tower, The Landmark
15 Queen's Road Central, Central,
Hong Kong
Telephone: +852 2978-8002**

September 18, 2013

(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

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

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

1. This CUSIP number applies to the Issuer's American depositary shares, each representing two Ordinary Shares of the Issuer.

SCHEDULE 13D

CUSIP No. G0135J109

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Bison Capital Media Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 16,200,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 16,200,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 16,200,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.5%¹	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

¹ Percentage calculated based on 119,683,926 Ordinary Shares issued and outstanding as of September 30, 2013, which was disclosed in the Company's current report on Form 6-K filed with the SEC on November 20, 2013.

SCHEDULE 13D

CUSIP No. G0135J109

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Bison Capital Holding Company Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 16,200,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 16,200,000
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11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 16,200,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.5%²	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

² Percentage calculated based on 119,683,926 Ordinary Shares issued and outstanding as of September 30, 2013, which was disclosed in the Company's current report on Form 6-K filed with the SEC on November 20, 2013.

SCHEDULE 13D

CUSIP No. G0135J109

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Fengyun Jiang	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Hong Kong Special Administrative Region	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 16,200,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 16,200,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 16,200,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.5%³	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

³ Percentage calculated based on 119,683,926 Ordinary Shares issued and outstanding as of September 30, 2013, which was disclosed in the Company's current report on Form 6-K filed with the SEC on November 20, 2013.

Item 1. Security and Issuer.

This Statement on Schedule 13D (this “Statement”) relates to the ordinary shares, par value \$0.001 per share (the “Shares”), of AirMedia Group Inc., a company incorporated in the Cayman Islands (the “Issuer”). The Issuer’s principal executive offices are located at 17/F, Sky Plaza, No. 46 Dongzhimenwai Street, Dongcheng District, Beijing, People’s Republic of China, 100027.

Item 2. Identity and Background.

This Statement is being filed on behalf of Fengyun Jiang (“Ms. Jiang”), a citizen of Hong Kong Special Administrative Region, Bison Capital Holding Company Limited (“Bison Capital”), a Cayman Islands company wholly-owned by Ms. Jiang, and Bison Capital Media Limited (“Bison Media”), a Cayman Islands company wholly-owned by Bison Capital (together with Ms. Jiang and Bison Capital, the “Reporting Persons”). Ms. Jiang is the sole director of Bison Capital and Bison Media.

The address of the principal office of the Reporting Persons is c/o Bison Capital Holding Company Limited, 609-610, 21st Century Tower, 40 Liangmaqiao Road, Chaoyang District, Beijing, People’s Republic of China, 100016.

The principal business activity of the Reporting Persons is holding investments.

During the last five years, none of the Reporting Persons: (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

Bison Media entered into a share transfer agreement (the “Share Transfer Agreement”) dated as of September 2, 2013 and an amendment to the Share Transfer Agreement (the “Amendment”, and together with the Share Transfer Agreement, the “Agreements”) dated as of September 11, 2013 with Global Gateway Investments, Ltd (the “Selling Shareholder”). Pursuant to the Agreements, Bison Media agreed to purchase from the Selling Shareholder 8,100,000 American depositary shares of the Issuer representing 16,200,000 Shares (the “Sale Shares”), for a total purchase price of US\$14,580,000. The foregoing description of the terms of the Agreements is qualified in its entirety by reference to the full text of the Share Transfer Agreement and the Amendment, a copy of which is included as Exhibit 99.2 and Exhibit 99.3, respectively, of this Statement and is incorporated herein by reference. The closing (the “Closing”) of the transactions contemplated under the Agreements occurred on September 18, 2013.

The purchase of the Sale Shares was funded from the working capital of each of Bison Media and Bison Capital, which in turn was obtained from capital contributions from Ms. Jiang.

Item 4. Purpose of Transaction.

The information set forth in Item 6 of this Statement is hereby incorporated by reference in this Item 4.

The Reporting Persons purchased the Sale Shares for investment purposes and intend to review their investment on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, (a) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (b) to dispose of all or a portion of the securities of the Issuer owned by it in the open market, in privately negotiated transactions or otherwise, or (c) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4. Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations. Notwithstanding anything contained herein, the Reporting Persons specifically reserve the right to change their intention with respect to any or all of such matters. In reaching any decision as to their course of action (as well as to the specific elements thereof), the Reporting Persons currently expect that it would take into consideration a variety of factors, including, but not limited to, the following: the Issuer's business and prospects; other developments concerning the Issuer and its businesses generally; other business opportunities available to the Reporting Persons; changes in law and government regulations; general economic conditions; and money and stock market conditions, including the market price of the securities of the Issuer.

Pursuant to the Agreements, Bison Media's obligation to purchase the Sale Shares is subject to the passage of resolutions by the board of directors of the Issuer to appoint two individuals Mr. Qunyao Gao and Mr. Peixin Xu as directors of the Company, with Mr. Qunyao Gao being an independent director. As of the date of this Statement, such individuals have not been appointed as directors but the Filing Persons expect that such individuals will be appointed as directors soon after filing of this Statement.

Other than as set forth in this Statement, the Reporting Persons has no present plans or proposals which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;

- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) A class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a) and (b). The following disclosure assumes that there are 119,683,926 issued and outstanding Shares as of September 2, 2013, as reported in the Company's F current report on Form 6-K filed with the SEC on November 20, 2013.

Bison Media is the direct owner of 16,200,000 Shares, representing 13.5% of the Issuer's total issued and outstanding Shares as of the Closing. Due to their respective relationship with Bison Media, Bison Capital and Ms. Jiang may be deemed beneficially own 16,200,000 Share, representing 13.5% of the total outstanding Shares as of the Closing. Each of the Reporting Persons is deemed to share the power to vote or to direct the vote or dispose or direct the disposition of 16,200,000 Shares.

Except as disclosed in Items 5(a) and 5(b), none the Reporting Persons beneficially owns any Shares or has the right to acquire any Shares, or presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Shares which they may be deemed to beneficially own.

(c) Except as disclosed in this Statement, none of the Reporting Persons to this Statement has effected any transaction in the Shares during the past 60 days.

(d) Except as set forth in this Item 5, no person other than each respective record owner referred to herein of the Shares is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Pursuant to Rule 13d-1(k) promulgated under the Exchange Act, the Reporting Persons have entered into an agreement, attached hereto as Exhibit 99.1 with respect to the joint filing of this Schedule 13D and any amendment or amendments hereto.

The information set forth in Items 3 and 4 of this Statement is hereby incorporated by reference.

Except as set forth herein, the Reporting Persons do not have any contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. None of the Shares beneficially owned by the Reporting Persons is pledged or otherwise subject to a contingency the occurrence of which would give a person voting power or investment power over such Shares.

Item 7. Materials to be Filed as Exhibits.

Exhibit No. Description

- | | |
|------|--|
| 99.1 | Joint Filing Agreement, dated as of December 4, 2013, among the Reporting Persons, relating to the filing of a joint statement on Schedule 13D. |
| 99.2 | Share Transfer Agreement dated as of September 2, 2013 by and between Bison Capital Media Limited and Global Gateway Investment, Ltd. |
| 99.3 | Amendment to the Share Transfer Agreement dated as of September 11, 2013 by and between Bison Capital Media Limited and Global Gateway Investments, Ltd. |

SIGNATURE

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

Dated: December 4, 2013

Bison Capital Media Limited

By: /s/ Fengyun Jiang

Name: Fengyun Jiang

Title: Director

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

Dated: December 4, 2013

Bison Capital Holding Company Limited

By: /s/ Fengyun Jiang

Name: Fengyun Jiang

Title: Director

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

Dated: December 4, 2013

Fengyun Jiang

/s/ Fengyun Jiang

EXHIBIT INDEX

Exhibit No. Description

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- 99.2 Share Transfer Agreement dated as of September 2, 2013 by and between Bison Capital Media Limited and Global Gateway Investment, Ltd.
- 99.3 Amendment to the Share Transfer Agreement dated as of September 11, 2013 by and between Bison Capital Media Limited and Global Gateway Investments, Ltd.

Joint Filing Agreement

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to with respect to ordinary shares, par value US\$0.001 per share, of AirMedia Group Inc., and that this agreement may be included as an exhibit to such joint filing. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned hereby execute this agreement as of December 4, 2013.

Bison Capital Media Limited

By: /s/ Fengyun Jiang

Name: Fengyun Jiang

Title: Director

Bison Capital Holding Company Limited

By: /s/ Fengyun Jiang

Name: Fengyun Jiang

Title: Director

Fengyun Jiang

 /s/ Fengyun Jiang

Dated: September 2, 2013

Global Gateway Investments, Ltd.

and

Bison Capital Media Limited

SHARE TRANSFER AGREEMENT

THIS SHARE TRANSFER AGREEMENT dated September 2, 2013 is made by and between Global Gateway Investments, Ltd., a British Virgin Island company (the “Seller”) and Bison Capital Media Limited, a Cayman Islands company (the “Buyer”).

RECITALS:-

1. The Seller currently owns a certain number of ADSs (as defined below) of the Company (as defined below).
2. The Buyer has agreed to purchase from the Seller and the Seller has agreed to sell to the Buyer the Sale Shares (as defined below) on the terms set out below.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The Recitals form is part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement shall include the Recitals.

1.2 In this Agreement the following words and expressions shall have the following meanings:

“ADSs” means American Depositary Shares, each representing two ordinary shares, par value US\$0.001 per share, of the Company.

“Business Day” means a day, not being a Saturday or a Sunday, on which banks are generally open for business (including for dealings in foreign currency deposits and exchange) in Hong Kong and New York.

“Charter Documents” means, with respect to a particular legal entity, the articles or certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.

“Company” means AirMedia Group Inc., a listed company (NASDAQ: AMCN) incorporated under the laws of the Cayman Islands.

“Closing” means the carrying out by the parties of their obligations under Section 4.2.

“Closing Date” means the date of the Closing, on which the last of the conditions required to be satisfied or waived is either satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to satisfaction or waiver thereof at the Closing), or such other date as the parties shall agree, provided that the Closing Date shall in no event be later than fourteen (14) Business Days in the aggregate from the signing of this Agreement unless otherwise agreed in writing by the Seller.

“Encumbrance” means any mortgage, deed of trust, pledge, hypothecation, assignment, lien (statutory or other), preference, priority, right or other security interest or preferential arrangement of any kind.

“Sale Shares” means 8,100,000 ADSs of the Company, representing approximately 12.69 % of the Company’s total issued and outstanding share capital on fully-diluted basis as of the date hereof.

“US\$” means United States Dollars, the lawful currency of the United States.

1.3 In this Agreement, save where the context otherwise requires:

- (a) The singular includes the plural and vice versa and reference to any gender includes a reference to all other genders;
- (b) Headings and the use of bold typeface shall be ignored;
- (c) A reference to a section, unless indicated to the contrary, shall mean a reference to a section of this Agreement; and
- (d) References to writing shall include any modes of reproducing words in a legible and non-transitory form.

2. **SALE AND PURCHASE OF THE SALE SHARES**

2.1 Sale and Purchase. In accordance with the terms and subject to the conditions, including the payment by the Buyer of the Consideration set forth in Section 3.1 below, of this Agreement, the Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, the Sale Shares, free of any Encumbrance except for restrictions of general applicability imposed by U.S. federal, state securities laws and by securities laws in other applicable jurisdictions, at the Closing.

2.2 Title. The title to, the beneficial ownership of, and any risks attaching to, the Sale Shares shall pass to the Buyer at Closing, together with all associated rights and benefits attaching or accruing thereto at or after Closing.

3. **CONSIDERATION**

3.1 At Closing, the Buyer shall pay to the Seller US\$1.80 for each Sale Share, amounting to an aggregate consideration (“Consideration”) of US\$14,580,000, in immediately available funds as set forth in Section 4.3(a) below for the purchase of the Sale Shares hereunder.

4. **CLOSING**

4.1 General. Closing of the sale and purchase of the Sale Shares shall take place on the Closing Date at the office of the Buyer at 11:00 a.m. (Beijing time) or at such other place and time as shall be mutually agreed by the parties in writing.

4.2 Closing Procedures. At the Closing:

- (a) The Buyer shall make or procure the payment of the Consideration by way of telegraphic transfer of immediately available and cleared funds to the accounts designated by the Seller;
- (b) The following conditions shall be satisfied or waived by the Buyer:
 - (i) the Seller shall deliver or procure to be delivered to the Buyer an instrument of transfer (substantially in the form attached hereto as Exhibit A) duly executed by or on behalf of the Seller together with the original certificates representing the Sale Shares, if applicable;
 - (ii) the Seller shall deliver or procure to be delivered to the Buyer a copy of the letter of instruction (substantially in the form attached hereto as Exhibit B) duly issued by the Seller to its broker for the transfer of Sale Shares;

4.3 Conditions to Closing.

- (a) Unless otherwise waived by the Buyer, the Buyer's obligation to acquire the Sale Shares is conditional upon:
 - (i) the warranties of the Seller in Section 6 below being true and accurate in all material respects as of the date hereof and at and as of the Closing Date as though such warranties were made at and as of the Closing Date;
 - (ii) all approvals required to be obtained by the Seller to permit the execution, delivery and performance of this Agreement and the transfer and assignment of the Sale Shares to the Buyer at the Closing Date pursuant to this Agreement having been obtained; and
 - (iii) the board of directors of the Company having passed resolutions that, subject to the completion of the transactions hereunder, appoint Mr. Qunyao Gao (□□□) (as an independent director) and Mr. Peixin Xu (□□□) to the board of directors of the Company.
- (b) Unless otherwise waived by the Seller, the Seller's obligation to sell the Sale Shares is conditional upon:
 - (i) the warranties of the Buyer in Section 7 below being true and accurate in all material respects as of the date hereof and at and as of the Closing Date as though such warranties were made at and as of the Closing Date.

5. **TERMINATION OF AGREEMENT.**

This Agreement may be terminated before the Closing as follows:

- (a) by either party hereto in signed writing on or after September 30, 2013 if the Closing shall not have occurred on or before such date unless such date is extended by the mutual written consent of the Seller and the Buyer; or
- (b) by mutual written consent of the Seller and the Buyer as evidenced in writing signed by the Seller and the Buyer.

6. **WARRANTIES BY THE SELLER**

6.1 General. The Seller warrants to the Buyer as follows:

- (a) It has the power to enter into, and perform its obligations under, this Agreement and to consummate the transactions contemplated hereby.
- (b) The execution and the performance of this Agreement will not contravene any provision of law applicable to the Seller or any contractual restriction binding on or affecting it, except in each case for any such contravention that would not singly or in the aggregate result in a material adverse effect on the transactions contemplated hereby.
- (c) It has taken all necessary action to authorize the entering into and performance of this Agreement and to carry out the transactions contemplated hereby.
- (d) The terms of this Agreement are valid and binding obligations of the Seller, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- (e) It is the sole legal and beneficial owner of the Sale Shares, free and clear of any Encumbrance, except for restrictions of general applicability imposed by U.S. federal, state securities laws and by securities laws in other applicable jurisdictions, and there is no outstanding call on any of the Sale Shares and all of the Sale Shares have been duly issued and fully paid.
- (f) The Sale Shares have been registered under the U.S. Securities Act of 1933, as amended.

7. **WARRANTIES BY THE BUYERS**

7.1 General. The Buyer hereby warrants to the Seller as follows:

- (a) It has the power to enter into, and perform its obligations under, this Agreement and to consummate the transactions contemplated hereby.
- (b) The terms of this Agreement are valid and binding obligations of the Buyer.
- (c) It has taken all necessary action to authorize the entering into and performance of this Agreement and to carry out the transactions contemplated hereby.

8. **GENERAL**

- 8.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 8.2 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 8.3 The rights and remedies of the Seller and the Buyer contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 8.4 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impair the continuation in force of the remainder of this Agreement.
- 8.5 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and legal representatives.

9. **NOTICES**

- 9.1 Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and in English and shall be provided by one or more of the following means to the address of the relevant party specified below (or such other address as shall be notified by one party to the other from time to time) and shall be deemed to have been duly given (i) if delivered personally, when received, (ii) if transmitted by facsimile, on the first (1st) Business Day following receipt of a transmittal confirmation, or (iii) if by international courier service, on the seventh (7th) Business Day following the date of deposit with such courier service, or such earlier delivery date as may be confirmed to the sender by such courier service.

- (a) If to the Seller:

c/o CDH Investments Management (Hong Kong) Ltd
1503 Level 15 International Commerce Centre
1 Austin Road West, Kowloon, Hong Kong
Fax: +852-2810 7083
Email: shangxj@cdhfund.com

With a copy to:

David Zhang
Fan Zhang
Kirkland & Ellis
26/F, Gloucester Tower
The Landmark
15 Queen's Road Central
Hong Kong

(b) If to the Buyer:

Bison Capital Media Limited
Yanni Duan
Email: jennyduan@bisoncapital.cn

With a copy to: Michelle Jin
PacGate Law Group
A-4201, Fortune Plaza, 7 East 3rd Ring Rd.
Chaoyang District, Beijing 100020, PRC

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement is governed by, and shall be construed in accordance with, the laws of New York, without regard to principles of conflicts of law.

10.2 Any dispute, controversy or claim (each, a “**Dispute**”) arising out of or relating to this Agreement, or the interpretation, breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of either party to the dispute with notice (the “**Arbitration Notice**”) to the other.

- (a) The Dispute shall be settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre (the “**HKIAC**”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “**HKIAC Rules**”) in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules. There shall be one (1) arbitrator. The HKIAC Council shall select the arbitrator, who shall be qualified to practice law in Hong Kong.
- (b) The arbitral proceedings shall be conducted in English. To the extent that the HKIAC Rules are in conflict with the provisions of this Section, including the provisions concerning the appointment of the arbitrators, the provisions of this Section shall prevail.
- (c) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.
- (d) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.
- (e) Any party to the dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

- (f) During the course of the arbitral tribunal's adjudication of the dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

11. **ENTIRE AGREEMENT**

- 11.1 This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements, arrangements, letters and discussions between the parties.

12. **COUNTERPARTS**

- 12.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS of which the parties have executed this Agreement on the day and year first above written.

SELLER

Global Gateway Investments, Ltd.

By: /s/ Xiaojun Shang

Name: Xiaojun Shang

Title: Director

SIGNATURE PAGE FOR SHARE TRANSFER AGREEMENT

IN WITNESS of which the parties have executed this Agreement on the day and year first above written.

BUYER

Bison Capital Media Limited

By: /s/ Fengyun Jiang

Name: Fengyun Jiang

Title: Director

SIGNATURE PAGE FOR SHARE TRANSFER AGREEMENT

Exhibit A

Form of Instrument of Transfer

**AIRMEDIA GROUP INC.
(the "Company")
TRANSFER OF SHARES**

We, Global Gateway Investments, Ltd., in consideration of Fourteen Million Five Hundred and Eighty Thousand United States Dollars (US\$14,580,000) DO HEREBY TRANSFER TO Bison Capital Media Limited 8,100,000 ADSs in the Company represented by the attached certificate.

Dated: _____, 2013

SIGNED by the above-named transferor and transferee

TRANSFEROR:

Global Gateway Investments, Ltd.

By: /s/ _____

Name:
Title:

TRANSFeree:

Bison Capital Media Limited

By: /s/ _____

Name:
Title:

Exhibit B

Banker's Letter of Instruction

AMENDMENT TO THE SHARE TRANSFER AGREEMENT

THIS AMENDMENT TO THE SHARE TRANSFER AGREEMENT (the “**Amendment**”) is entered into effective as of September 11, 2013 by and between Global Gateway Investments, Ltd., a British Virgin Islands company (the “**Seller**”) and Bison Capital Media Limited, a Cayman Islands company (the “**Buyer**”). Each or the Seller and the Buyer may be referred to herein as a “**Party**” or together the “**Parties.**”

WITNESSETH

WHEREAS, the Seller and the Buyer entered into that certain Share Transfer Agreement dated September 2nd, 2013 (the “**Agreement**”); and

WHEREAS, the parties wish to amend certain provisions in the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. **Definitions**

Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning ascribed to them under the Agreement.

2. **Closing Date**

The Parties agree that as of the date hereof, the definition of “Closing Date” in Section 1.2 of the Agreement shall be amended and restated in its entirety as follows:

“**Closing Date**” means the date of the Closing, on which the last of the conditions required to be satisfied or waived is either satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to satisfaction or waiver thereof at the Closing), or such other date as the parties shall agree, provided that the Closing Date shall in no event be later than twenty-four (24) Business Days in the aggregate from the signing of this Agreement unless otherwise agreed in writing by the Seller.

3. **General Provisions**

3.1. **Entire Agreement**

Except as set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged. This Amendment shall be deemed for all intents and purposes as an integral part of the Agreement. The Agreement and this Amendment constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.

3.2. Further Assurances; Interpretation

Each of the parties shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Amendment and the intentions of the parties as reflected hereby.

3.3. Counterparts

This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

- Signature page to follow -

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Share Transfer Agreement to be executed as of the date first above written.

SELLER

Global Gateway Investments, Ltd.

By: /s/ Xiaojun Shang

Name: Xiaojun Shang

Title: Director

BUYER

Bison Capital Media Limited

By: /s/ Fengyun Jiang

Name: Fengyun Jiang

Title: Director
