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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D**

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

**CNINSURE INC.**

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(Name of Issuer)

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**ORDINARY SHARES**  
(Title of Class of Securities)

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**G2352K 108**  
(CUSIP Number)

Yinan Hu  
Kingsford Resources Limited  
High Rank Investments Limited  
c/o Yinan Hu  
22/F, Yinhai Building  
No. 299 Yanjiang Zhong Road  
Guangzhou, Guangdong 510110  
People's Republic of China  
(86)(20) 6122 2777

Qiuping Lai  
22/F, Yinhai Building  
No. 299 Yanjiang Zhong Road  
Guangzhou, Guangdong  
510110  
People's Republic of China  
(86)(20) 6122 2777

With a copy to:  
Scott Clemens  
Baker & McKenzie LLP  
Suite 3401, China World Tower 2  
China World Trade Center  
1 Jianguomenwai Avenue  
Beijing 100004  
People's Republic of China  
(86)(10) 6535 3971

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

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**May 14, 2011**  
(Date of Event Which Requires Filing of this Statement)

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

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 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).

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CUSIP No. G2352K 108

<b>1</b>	NAMES OF REPORTING PERSONS  Yinan Hu	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY  EACH REPORTING PERSON  WITH		<b>7</b>
		<b>8</b>
		<b>9</b>
		<b>10</b>
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  222,681,430	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  22.2%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<sup>1</sup> Includes 170,226,375 ordinary shares, and 9,258,840 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares) held through Kingsford Resources Limited (see Item 5).

CUSIP No. G2352K 108

<b>1</b>	NAMES OF REPORTING PERSONS Kingsford Resources Limited		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER 219,441,430 <sup>2</sup> High Rank Investments Limited may also be deemed to have power with respect to the above shares (see Item 5)
		<b>8</b>	SHARED VOTING POWER 0
		<b>9</b>	SOLE DISPOSITIVE POWER 219,441,430 <sup>2</sup> High Rank Investments Limited may also be deemed to have power with respect to the above shares (see Item 5)
		<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 219,441,430		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.9%		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

<sup>2</sup> Includes (i) 208,121,430 ordinary shares, and (ii) 11,320,000 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares).

CUSIP No. G2352K 108

<b>1</b>	NAMES OF REPORTING PERSONS High Rank Investments Limited		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 219,441,430 <sup>3</sup> Kingsford Resources Limited may also be deemed to have power with respect to the above shares (see Item 5)	
	<b>8</b>	SHARED VOTING POWER 0	
	<b>9</b>	SOLE DISPOSITIVE POWER 219,441,430 <sup>3</sup> Kingsford Resources Limited may also be deemed to have power with respect to the above shares (see Item 5)	
	<b>10</b>	SHARED DISPOSITIVE POWER 0	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 219,441,430		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.9%		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

<sup>3</sup> Includes (i) 208,121,430 ordinary shares, and (ii) 11,320,000 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares).

CUSIP No. G2352K 108

<b>1</b>	NAMES OF REPORTING PERSONS  Qiuping Lai	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY  EACH REPORTING PERSON  WITH		<b>7</b>
		<b>8</b>
		<b>9</b>
		<b>10</b>
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  221,841,430	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  22.1%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<sup>4</sup> Includes 24,044,465 ordinary shares and 1,307,820 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares) held through Kingsford Resources Limited.

## Item 1. Security and Issuer

This statement relates to the ordinary shares, par value \$0.001 per share (“Ordinary Shares”), including Ordinary Shares represented by American Depositary Shares (“ADSs,” each ADS representing 20 Ordinary Shares), of CNinsure Inc. (the “Issuer”). The Issuer’s principal executive office is located at 22/F, Yin Hai Building, No. 299 Yanjiang Zhong Road, Guangzhou, 510110 Guangdong Province, People’s Republic of China.

## Item 2. Identity and Background

This statement of beneficial ownership on Schedule 13D is being filed jointly by Yinan Hu, Kingsford Resources Limited (“Kingsford Resources”), High Rank Investments Limited (“High Rank Investments”) and Qiuping Lai (together, the “Reporting Persons”) pursuant to Rule 13d-1(k) promulgated by the Securities and Exchange Commission (the “SEC”) under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Reporting Persons may, as among themselves, be deemed to constitute a “group” within the meaning of Section 13(d)(3) of the Exchange Act.

The Reporting Persons have entered into a consortium agreement as described under Item 4 with CDH Inservice Limited (the “Existing Investor”) and TPG Asia V MU, Inc. (the “Sponsor”), an affiliate of TPG Capital. The Existing Investor reported beneficial ownership of 124,688,524 of the Issuer’s Ordinary Shares in a Schedule 13D filed with the SEC on May 16, 2011. The Sponsor has informed the Reporting Persons and the Existing Investor that it does not beneficially own any of the Issuer’s Ordinary Shares. As a result of the transactions described under Items 4 and 5 of this statement, the Reporting Persons may be deemed to constitute a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with the Existing Investor with respect to the matters described in Item 4 of this statement.

Each Reporting Person hereby disclaims beneficial ownership of any Ordinary Shares of the Issuer beneficially owned by the Existing Investor, any other Reporting Person or any other person, and hereby disclaims membership in a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with any other Reporting Person, the Existing Investor or any other person, and this Schedule 13D shall not be construed as acknowledging that any of the Reporting Persons, for any or all purposes, beneficially owns any Ordinary Shares of the Issuer beneficially owned by any other person or is a member of such a group with any other person.

This Schedule 13D supersedes the Schedule 13G filed by the Reporting Persons with the SEC on January 31, 2008, as amended by Amendment No. 1 thereto filed with the SEC on January 13, 2009, by Amendment No. 2 thereto filed with the SEC on January 20, 2010 and by Amendment No. 3 thereto filed with the SEC on February 11, 2011. China United Financial Services Holdings Limited and CAA Holdings Company Limited, each of which was a filing party on the original Schedule 13G and Amendment No. 1 thereto, subsequently distributed all of the Issuer’s Ordinary Shares held by them to their respective shareholders.

The agreement between the Reporting Persons relating to the joint filing of this statement is attached hereto as Exhibit 99.1. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

Yinan Hu is a citizen of the People’s Republic of China and is chairman of the board and chief executive officer of the Issuer. Mr. Hu’s business address is located at the principal office address of the Issuer.

Kingsford Resources is a holding company without any substantive operations. Approximately 93.3% of the total outstanding shares of Kingsford Resources are held by High Rank Investments, which is 87.6% owned by Yinan Hu and 12.4% owned by Qiuping Lai, president of the Issuer. The principal business address for Kingsford Resources is Beaufort House, P.O. Box 438, Road Town, Tortola, British Virgin Islands. The principal business address for High Rank Investments is P.O. Box 957, Offshore Incorporations Centre, Road Town Tortola, British Virgin Islands.

High Rank Investments is a holding company without any substantive operations. High Rank Investments is held approximately 87.6% by Yinan Hu and approximately 12.4% by Qiuping Lai.

Qiuping Lai is a citizen of the People’s Republic of China and is president and a director of the Issuer. Mr. Lai’s business address is located at the principal office address of the Issuer.

Information relating to the ownership and control persons of each of Kingsford Resources and High Rank Investments is included in the footnotes to the beneficial ownership table in Item 5 below and in Exhibit 99.2 to this Schedule 13D. Yinan Hu is a director of Kingsford Resources and the majority shareholder of High Rank Investments. Qiuping Lai is a director of Kingsford Resources and the sole director of High Rank Investments. The name, business address, present principal employment and citizenship of the other directors and executive officers of Kingsford Resources are set forth in Exhibit 99.2 to this Schedule 13D.

During the last five years, none of Yanan Hu, Qiuping Lai, Kingsford Resources, High Rank Investments or, to the knowledge of Kingsford Resources or High Rank Investments, (a) any executive officer or director of either of them; (b) any person controlling either of them; or (c) any executive officer or director of any corporation or other person ultimately in control of either of them, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was 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 Consideration**

The Reporting Persons, the Sponsor and the Existing Investor have proposed to acquire all of the Issuer's Ordinary Shares (including Ordinary Shares represented by ADSs), other than Excluded Shares (as defined in Item 4), for cash consideration equal to US\$19.00 per ADS (US\$0.95 per Ordinary Share). The Reporting Persons, the Sponsor and the Existing Investor anticipate that such consideration for the Proposed Transaction (as defined in Item 4 of this statement), plus additional amounts to cash out outstanding options to purchase Ordinary Shares, restricted shares and restricted share units, as well as certain transaction costs to be incurred in connection with the Proposed Transaction, will be funded in part with equity capital contributed to Holdco (as defined in Item 4 of this statement) by the Reporting Persons, Sponsor and the Existing Investor, and that the Proposed Transaction will not be subject to any debt financing condition. The Excluded Shares, which are held by the Reporting Persons and the Existing Investor, will be cancelled for no consideration (subject to any exceptions to be agreed among the Reporting Persons, the Sponsor and the Existing Investor).

The information set forth in or incorporated by reference in Items 4 and 5 of this statement is incorporated by reference in its entirety into this Item 3.

### **Item 4. Purpose of Transaction**

On May 14, 2011, the Sponsor, Yanan Hu, for himself and for other entities affiliated with him, and the Existing Investor submitted a non-binding proposal (the "Proposal") to the Issuer's Board of Directors related to the proposed acquisition of all of the outstanding Ordinary Shares of the Issuer, excluding Ordinary Shares held by the Reporting Persons (other than such Ordinary Shares held by the Reporting Persons as would represent approximately 5% of the currently outstanding Ordinary Shares, which will be cashed out in the Proposed Transaction) and held by the Existing Investor (other than such Ordinary Shares held by the Existing Investor as would represent approximately 7.4% of the currently outstanding Ordinary Shares, which will be cashed out in the Proposed Transaction) (collectively, the "Excluded Shares"). The description of the Proposal in this Item 4 is qualified in its entirety by reference to the complete text of the Proposal, which has been filed as Exhibit 99.3 to this Schedule 13D and which is incorporated by reference in its entirety into this Item 4.

To implement the Proposal, the Sponsor intends to incorporate a new company under the laws of the Cayman Islands ("Holdco") and cause Holdco to form a direct, wholly-owned subsidiary ("Merger Sub") under the laws of the Cayman Islands. The Reporting Persons, the Sponsor and the Existing Investor propose to acquire, through a merger of Merger Sub with and into the Issuer in which the Issuer will be the surviving corporation, all of the Issuer's Ordinary Shares (including Ordinary Shares represented by ADSs), excluding the Excluded Shares (the "Proposed Transaction"), for cash consideration equal to US\$19.00 per ADS (US\$0.95 per Ordinary Share). As noted in the Proposal, the Reporting Persons, the Existing Investor and the Sponsor expect that the independent members of the board of directors of the Issuer will proceed to consider the Proposal and the Proposed Transaction.

Neither the Issuer nor any of the Reporting Persons, the Sponsor or the Existing Investor are obligated to complete the Proposed Transaction, and a binding commitment with respect to the Proposed Transaction will result only from the execution of definitive documents, and then will be on the terms provided in such documentation.

If the Proposed Transaction is completed, the ADSs would be delisted from the NASDAQ Global Select Market, and the Issuer's obligation to file periodic reports under the Exchange Act would terminate. In addition, consummation of the Proposed Transaction could result in one or more of the actions specified in clauses (a)-(j) of Item 4 of Schedule 13D, including the acquisition or disposition of securities of the Issuer, a merger or other extraordinary transaction involving the Issuer, a change to the board of directors of the Issuer (as the surviving company in the merger) to consist solely of persons to be designated by Kingsford Resources, the Sponsor and the Existing Investor, and a change in the Issuer's memorandum and articles of association to reflect that the Issuer would become a privately held company.



## Item 5. Interest in Securities of the Company

(a), (b) The following table sets forth the beneficial ownership of Ordinary Shares of the Issuer for each of the Reporting Persons.

Name	Amount Beneficially Owned (1)	Percentage of Class (2)	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
Yinan Hu (3)	222,681,430	22.1%	3,240,000	219,441,430	3,240,000	219,441,430
Kingsford Resources Limited (4)	219,441,430	21.9%	219,441,430	—	219,441,430	—
High Rank Investments Limited (5)	219,441,430	21.9%	219,441,430	—	219,441,430	—
Qiuping Lai (6)	221,841,430	22.1%	2,400,000	219,441,430	2,400,000	219,441,430

- Beneficial ownership is determined in accordance with Rule 13d-3 of the General Rules and Regulations under the Exchange Act and includes voting or investment power with respect to the securities.
- Percentage of beneficial ownership of each listed person is based on 1,001,882,206 Ordinary Shares outstanding as of April 8, 2011 (as provided by the Issuer), as well as the Ordinary Shares underlying share options exercisable by such person within 60 days of the date of this Schedule 13D.
- Includes 170,226,375 ordinary shares and 9,258,840 ordinary shares in the form of ADSs of the Issuer beneficially owned through Mr. Hu's holdings in Kingsford Resources, and 3,240,000 ordinary shares issuable upon exercise of options within 60 days after May 16, 2011 held directly by Mr. Hu. Mr. Hu holds approximately 87.6% of the total outstanding shares of High Rank Investments, which holds approximately 93.3% of the total outstanding shares of Kingsford Resources. Kingsford Resources holds 208,121,430 ordinary shares and 11,320,000 ordinary shares in the form of ADSs of the Issuer. Also includes 2,439,473 ordinary shares and 132,680 ordinary shares in the form of ADSs of the Issuer beneficially owned by Ms. Hui Li, Mr. Hu's spouse, through Ms. Li's holdings in Kingsford Resources. Ms. Li holds approximately 17.6% of the total outstanding shares of Better Rise Investments Limited ("Better Rise Investments"), a company incorporated in the British Virgin Islands which holds approximately 6.7% of Kingsford Resources.
- Includes 208,121,430 ordinary shares and 11,320,000 ordinary shares in the form of ADSs of the Issuer. Approximately 93.3% of the total outstanding shares of Kingsford Resources are held by High Rank Investments, which is 87.6% owned by Mr. Hu and 12.4% owned by Mr. Qiuping Lai, president of the Issuer. The remaining 6.7% of the total outstanding shares of Kingsford Resources are held by Better Rise Investments, which is owned by two of the Issuer's executive officers, one former executive officer and Mr. Hu's spouse. Peng Ge, chief financial officer of the Issuer and a director of Kingsford Resources, holds approximately 50.0% of the total outstanding shares of Better Rise Investments, which holds approximately 6.7% of the total outstanding shares of Kingsford Resources. Therefore, Mr. Ge may be deemed to beneficially own, through his holdings in Better Rise Investments and Kingsford Resources, approximately 6,969,045 ordinary shares and 376,880 ordinary shares in the form of ADSs of the Issuer, in addition to 2,370,000 ordinary shares issuable upon exercise of options within 60 days after May 16, 2011 held directly by Mr. Ge. The registered address of Kingsford Resources is Beaufort House, P.O. Box 438, Road Town, Tortola, British Virgin Islands.
- High Rank Investments owns approximately 93.3% of the total outstanding shares of Kingsford Resources. Pursuant to Section 13(d) of the Exchange Act and the rules promulgated thereunder, High Rank Investments may be deemed to beneficially own all of the ordinary shares of the Issuer held by Kingsford Resources.
- Includes 24,044,465 ordinary shares and 1,307,820 ordinary shares in the form of ADSs of the Issuer beneficially owned through Mr. Lai's holdings in Kingsford Resources, and 2,400,000 ordinary shares issuable upon exercise of options within 60 days after May 16, 2011 held directly by Mr. Lai. Mr. Lai holds approximately 12.4% of the total outstanding shares of High Rank Investments, which holds approximately 93.3% of the total outstanding shares of Kingsford Resources. Kingsford Resources holds 208,121,430 ordinary shares and 11,320,000 ordinary shares in the form of ADSs of the Issuer.

As noted in Item 1, except as expressly otherwise set forth in this statement, the Reporting Persons disclaim beneficial ownership of any Ordinary Shares beneficially owned by the Existing Investor, any other Reporting Person or any other person.

To the knowledge of the Reporting Persons, and except insofar as Yinan Hu, Qiuping Lai or Peng Ge may be deemed to beneficially own the Ordinary Shares (i) held by Kingsford Resources or High Rank Investments or (ii) issuable upon exercise of options held directly by each of them within 60 days after May 16, 2011, none of the directors and officers of Kingsford Resources or High Rank Investments beneficially owns any Ordinary Shares or ADSs.

(c) During the 60 days preceding the filing of this Schedule 13D, none of the Reporting Persons and, to their knowledge, none of the directors and officers of Kingsford Resources or High Rank Investments has effected any transactions in the Ordinary Shares.

(d) To the best knowledge of the Reporting Persons, except for the agreements described in this Schedule 13D, no one other than the Reporting Persons, or the holders of interests in the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares or ADSs.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings, or Relationships with respect to Securities of the Company**

Concurrent with their delivery of the Proposal to the Issuer's board of directors, Yinan Hu, Kingsford Resources, the Existing Investor and the Sponsor entered into a consortium agreement dated May 14, 2011 (the "Consortium Agreement") with respect to their participation in and the general structure and financing of the Proposed Transaction. Pursuant to the Consortium Agreement, the parties thereto have agreed to, among other things, cooperate to conduct due diligence with respect to the Issuer and its business; engage in discussions with Issuer regarding the terms of the Proposal; participate in the negotiation of the terms of the definitive documentation with respect to the Proposed Transaction and the documentation governing the relationship among the parties thereto; work exclusively with the other parties thereto to implement the Proposed Transaction; and share certain costs and expenses related to the Proposed Transaction.

The description of the material terms of the Consortium Agreement in this Item 6 is not intended to be complete, and is qualified in its entirety by reference to the full text of the Consortium Agreement, which has been filed as Exhibit 99.4 to this Schedule 13D and which is incorporated by reference in its entirety into this Item 6. In addition, the information set forth in or incorporated by reference in to Items 3 and 4 of this statement is incorporated by reference in its entirety into this Item 6.

#### **Item 7. Material to Be Filed as Exhibits**

- Exhibit 99.1: Joint Filing Agreement dated May 16, 2011, by and among the Reporting Persons
- Exhibit 99.2: List of directors and executive officers of (i) Kingsford Resources, persons controlling Kingsford Resources and executive officers and directors of other persons in control of Kingsford Resources and (ii) High Rank Investments, persons controlling High Rank Investments and executive officers and directors of other persons in control of High Rank Investments
- Exhibit 99.3: Proposal to Issuer dated May 14, 2011
- Exhibit 99.4: Consortium Agreement dated May 14, 2011, by and among Yinan Hu, Kingsford Resources, the Existing Investor and TPG Asia V MU, Inc.

### **Signatures**

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.

Date: May 16, 2011

YINAN HU

By: /s/ Yinan Hu  
Name: Yinan Hu

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu  
Name: Yinan Hu  
Title: Director

HIGH RANK INVESTMENTS LIMITED

By: /s/ Qiuping Lai  
Name: Qiuping Lai  
Title: Director

QIUPING LAI

By: /s/ Qiuping Lai  
Name: Qiuping Lai

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, each of the undersigned parties hereby agrees to file jointly the statement on Schedule 13D (including any amendments thereto) with respect to the Ordinary Shares, par value \$0.001 per share, and American Depositary Shares, each representing 20 Ordinary Shares, of CNinsure Inc.

It is understood and agreed that each of the parties hereto is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of information concerning such party contained therein, but such party is not responsible for the completeness and accuracy of information concerning another party unless such party knows or has reason to believe such information is inaccurate. It is understood and agreed that a copy of this agreement shall be attached as an exhibit to the statement on Schedule 13D, and any amendments thereto, filed on behalf of the parties hereto.

Date: May 16, 2011

YINAN HU

By: /s/ Yinan Hu  
Name: Yinan Hu

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu  
Name: Yinan Hu  
Title: Director

HIGH RANK INVESTMENTS LIMITED

By: /s/ Qiuping Lai  
Name: Qiuping Lai  
Title: Director

QIUPING LAI

By: /s/ Qiuping Lai  
Name: Qiuping Lai

**DIRECTORS AND EXECUTIVE OFFICERS OF KINGSFORD RESOURCES LIMITED  
PERSONS CONTROLLING KINGSFORD RESOURCES LIMITED  
DIRECTORS AND EXECUTIVE OFFICERS OF HIGH RANK INVESTMENTS LIMITED  
PERSONS CONTROLLING HIGH RANK INVESTMENTS LIMITED**

The name, business address, present principal employment and citizenship of each director of Kingsford Resources Limited is set forth below.

<b>Name</b>	<b>Business Address</b>	<b>Present Principal Employment</b>	<b>Citizenship</b>
Yinan Hu	22/F, Yinhai Building No. 299 Yanjiang Zhong Road Guangzhou, Guangdong 510110 People's Republic of China	Chairman and Chief Executive Officer of CNinsure Inc.	China
Qui ping Lai	22/F, Yinhai Building No. 299 Yanjiang Zhong Road Guangzhou, Guangdong 510110 People's Republic of China	President and Director of CNinsure Inc.	China
Peng Ge	22/F, Yinhai Building No. 299 Yanjiang Zhong Road Guangzhou, Guangdong 510110 People's Republic of China	Chief Financial Officer of CNinsure Inc.	China

Kingsford Resources Limited is beneficially held approximately 93.3% by High Rank Investments Limited, a company incorporated in the British Virgin Islands, and approximately 6.7% by Better Rise Investments, a company incorporated in the British Virgin Islands.

High Rank Investments Limited is beneficially held approximately 87.6% by Yinan Hu and approximately 12.4% by Qui ping Lai. Qui ping Lai is the sole director of High Rank Investments Limited.

May 14, 2011

The Board of Directors  
CNinsure Inc.  
22nd Floor, Yin Hai Building  
No. 299 Yanjing Zhong Road  
Guangzhou, Guangdong 510110  
People's Republic of China

Dear Sirs:

TPG Asia V MU, Inc. ("TPG Asia"), Kingsford Resources Limited, a company incorporated under the laws of the British Virgin Islands, which is controlled by Mr. Yinan Hu, chairman of the board of directors (the "Board") and chief executive officer of CNinsure Inc. (the "Company"), and entities affiliated with him (collectively, "Founder") and CDH Inservice Limited ("CDH") are pleased to submit this preliminary non-binding proposal to acquire the Company in a transaction (the "Acquisition") in which each ordinary share of the Company would be cancelled in consideration for the right to receive \$19.00 per American Depositary Share ("ADS", each ADS representing 20 ordinary shares of the Company), or \$0.95 per ordinary share (the "Acquisition Consideration"), other than certain ADSs or ordinary shares ("Excluded Shares") held by Founder and CDH, which would be cancelled in the Acquisition and would not receive the Acquisition Consideration. Our proposal provides a very attractive opportunity to the Company's shareholders to realize superior value and represents a premium of 44.4% to the Company's closing price on May 13, 2011 and a premium of 38.4% to the volume-weighted average closing price during the last 30 trading days. The material terms and conditions related to our proposal and the Acquisition are set forth below. We are confident that the Acquisition can be closed on the basis as outlined in this letter.

1. Consortium. TPG Asia, Founder and CDH (collectively, the "Consortium Members") have entered into a consortium agreement pursuant to which we will form an acquisition company for the purpose of implementing the Acquisition, and have agreed to work with each other exclusively in pursuing the Acquisition. Please also note that Founder and CDH are currently only interested in pursuing the Acquisition and have no interest in selling their shares in any other transaction involving the Company.

2. Acquisition Consideration. The consideration payable in the Acquisition will be \$19.00 per ADS (other than Excluded Shares), or \$0.95 per ordinary share (other than Excluded Shares), in cash. As of the date hereof, Founder and CDH, individually, beneficially own ordinary shares of the Company representing, in the aggregate, approximately 34.3% of the Company's outstanding ordinary shares.

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3. Funding. The Acquisition will be funded by equity capital from the Consortium Members. The consortium agreement sets forth the current terms under which the equity funding will occur. We expect definitive commitments for the required equity funding, subject to terms and conditions set forth therein, to be in place when the Definitive Agreements (as defined below) are signed. The Acquisition would not be contingent upon our obtaining any debt financing.

4. Due Diligence. We will require a timely opportunity to conduct customary due diligence on the Company.

5. Definitive Agreements. We are prepared to promptly negotiate and finalize definitive agreements (the “Definitive Agreements”) providing for the Acquisition and related transactions. These documents will provide for representations, warranties, covenants and conditions which are typical, customary and appropriate for transactions of this type.

6. Process. We believe that the Acquisition will provide superior value to the Company’s shareholders. We recognize that the Board will evaluate the Acquisition independently before it can make its determination to endorse it. Given the involvement of Founder and CDH in the Acquisition, we would expect that the independent members of the Board will proceed to consider our proposal and the Acquisition.

7. About TPG. TPG is a leading private investment firm with approximately \$48 billion of assets under management and offices in San Francisco, Beijing, Fort Worth, Hong Kong, London, Luxembourg, Melbourne, Moscow, Mumbai, New York, Paris, Shanghai, Singapore and Tokyo. TPG has extensive experience with global public and private investments executed through leveraged buyouts, growth investments, joint ventures, spinouts and restructurings. TPG has a history of over 15 years investing in the People’s Republic of China, and has one of the largest investment portfolios in the People’s Republic of China today, with a successful track record of investments such as Lenovo, Daphne, WuMart, China Grand Auto, NT Pharma and ShangPharma, and particularly in the financial services sector including Shenzhen Development Bank, UniTrust Finance and China International Capital Corporation.

8. About CDH. CDH China Growth Capital Fund II, L.P. (“CDH Fund II”) owns 100% of the total outstanding shares of CDH Inservice Limited. CDH China Growth Capital Holdings Company Limited is the general partner of CDH Fund II. CDH China Management Company Limited and its affiliates are international alternative fund managers focusing on investments in private equity, venture capital, real estate and public equity markets. CDH and its affiliates have been managing funds since 2002, have over \$6.1 billion assets under management and have more than 100 institutional investors, including sovereign wealth funds, pension funds, endowments, family offices, and fund of funds.

9. No Binding Commitment. This letter constitutes only a preliminary indication of our interest, and does not constitute any binding commitment with respect to an Acquisition. Such a commitment will result only from the execution of Definitive Agreements, and then will be on the terms provided in such documentation.

10. Public Disclosure. In light of United States securities laws requirements, Founder and CDH will be making filings with the Securities and Exchange Commission on Schedule 13D in which this letter will be publicly disclosed.

In closing, we would like to personally express our commitment to working together to bring this Acquisition to a successful and timely conclusion. Should you have any questions regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you.

\* \* \* \*



TPG ASIA V MU, INC.

YINAN HU

CDH INSERVICE LIMITED

By: /s/ Sing Wang  
Name: Sing Wang  
Title: Authorized Signatory

/s/ Yinan Hu

By: /s/ Kiang Hua Lew  
Name: Kiang Hua Lew  
Title: Director

**CONSORTIUM AGREEMENT**

**among**

**YINAN HU**

**KINGSFORD RESOURCES LIMITED**

**CDH INSERVICE LIMITED**

**and**

**TPG ASIA V MU, INC.**

**Dated as of May 14, 2011**

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THIS CONSORTIUM AGREEMENT is made as of May 14, 2011, among Yinan Hu (the "Founder"), Kingsford Resources Limited, a company incorporated under the laws of the British Virgin Islands (the "Founder Vehicle"), and together with the Founder, the "Founder Parties"), CDH Inservice Limited, a company incorporated under the laws of the British Virgin Islands (the "Existing Investor"), and TPG Asia V MU, Inc., a company incorporated under the laws of Mauritius (the "Sponsor"). Each of the Founder Parties (taken as a whole), the Existing Investor and the Sponsor is referred to herein as a "Party" and collectively, the "Parties".

WHEREAS, the Parties propose to undertake a transaction (the "Transaction") with respect to CNinsure Inc. (the "Target"), a company listed on the NASDAQ Global Select Market ("NASDAQ"), in which the Founder through the Founder Vehicle currently beneficially owns 219,441,430, or approximately 21.87%, and the Existing Investor currently beneficially owns 124,688,540, or approximately 12.43% of the issued and outstanding ordinary shares, par value US\$0.001 per share ("Target Ordinary Shares") (not including outstanding share options) and the Sponsor currently does not hold any of the issued and outstanding Target Ordinary Shares (and does not own any options, warrants or other rights to subscribe for Target Ordinary Shares). The purpose of the Transaction is to acquire the Target which would result in a delisting of the Target from NASDAQ and deregistering the Target under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act");

WHEREAS, in connection with the Transaction, the Parties propose to form a new company ("Holdco") under the laws of the Cayman Islands, and to cause Holdco to form a direct, wholly-owned subsidiary ("Merger Sub") under the laws of the Cayman Islands. At the Closing (as defined below), the Parties intend that (a) Merger Sub will be merged with and into the Target (the "Merger"), with the Target being the surviving company (the "Surviving Company") and becoming a direct, wholly-owned subsidiary of Holdco, (b) each outstanding Target Ordinary Share, other than the Rollover Shares (as defined below) held by the Founder Vehicle and the Existing Investor (subject to any exceptions to be agreed between the Parties), will be cancelled in consideration for the right to receive the merger consideration per Target Ordinary Share to be set forth in the Merger Agreement (as defined below) (the "Merger Consideration"), (c) each outstanding Target option (subject to any exceptions to be agreed between the Parties) shall be cancelled in the Merger in consideration for a right to elect to receive (i) cash or (ii) a pro rata allocation of Preferred Shares (as defined below) and Common Shares (as defined below), in either case, (x) with a value equal to the Merger Consideration less the exercise price for such option, and (y) subject to vesting conditions and performance criteria to be agreed between the Parties; (d) (i) Target Ordinary Shares representing five percent (5.0%) of the outstanding shares of the Target held by the Founder Vehicle would be cashed out in the Transaction, and (ii) Target Ordinary Shares representing approximately 7.4% of the outstanding shares of the Target held by the Existing Investor would be cashed out in the Transaction; and (e) all remaining Target Ordinary Shares held by the Founder Vehicle and the Existing Investor, in each case as specified in Schedule A (collectively, the "Rollover Shares") will be cancelled for no consideration (subject to any exceptions to be agreed between the Parties);

WHEREAS, on the date hereof, the Founder, the Existing Investor and the Sponsor will submit a non-binding proposal, a copy of which is attached hereto as Schedule B (the "Proposal") to the Target's board of directors in connection with the Transaction; and

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

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

ARTICLE I  
PROPOSAL; DEBT FINANCING; HOLDCO OWNERSHIP

SECTION 1.01. Participation in Transaction. The Parties agree to participate in the Transaction on the terms set forth in this Agreement.

SECTION 1.02. Proposal. On the date hereof, the Founder, the Existing Investor and the Sponsor shall submit a letter to the Target's board of directors disclosing the execution and the terms of this Agreement. Thereafter, the Parties shall: (a) undertake further due diligence with respect to the Target and its business; (b) engage in discussions with the Target regarding the Proposal; and (c) negotiate in good faith the terms of the Documentation (including the terms of any other agreements between the Parties required to support the Proposal or to regulate the relationship between the Parties). The Parties agree to negotiate in good faith to reach agreement on a shareholders' agreement (the "Shareholders' Agreement") that would, among other things, govern the relationship of the shareholders in Holdco following the Closing, and that would contain provisions customary for transactions of this type.

SECTION 1.03. Debt Financing. The Parties agree and acknowledge that the closing of the Transaction shall not be subject to any debt financing condition. The Parties shall use best efforts to arrange debt financing ("Debt Financing") for the Target to be implemented at or following the Closing on market terms (as determined by the Sponsor). The Parties shall work together and cooperate in good faith in connection with arranging the Debt Financing. The Sponsor shall coordinate with banks and other financing sources identified by the Sponsor in connection with the Debt Financing (the "Financing Banks"), and the Founder Parties and the Existing Investor shall provide such assistance in connection with arranging the Debt Financing as may be reasonably requested by the Sponsor. Each of the Parties shall (a) furnish the Financing Banks with financial and other pertinent information as may be reasonably requested by the Financing Banks as promptly as practicable, including all financial statements, business plans, forecasts and projections, and financial and other data of the type and form customarily required to consummate the facilities contemplated by the Debt Financing, subject to appropriate confidentiality undertakings, (b) assisting with the preparation of materials for bank information memoranda and similar documents required in connection with the Debt Financing, and (c) taking all corporate actions reasonably requested by the Financing Banks to permit the consummation of the Debt Financing, including facilitating the pledging of collateral and, in connection therewith, executing and delivering any pledge and security documents, other definitive financing documents or other certificates, or documents as may be requested by the Financing Banks.

SECTION 1.04. Holdco Ownership. Unless the Parties otherwise agree, prior to the execution of the Merger Agreement, the Sponsor shall incorporate Holdco and shall cause Holdco to incorporate Merger Sub. The Parties shall agree in good faith the memorandum and articles of association of Holdco and Merger Sub, and the memorandum and articles of association of Merger Sub shall become the memorandum and articles of association of the Surviving Company upon the Closing. Although the exact capital structure of Holdco will need to be determined, the Parties currently contemplate that Holdco would have two classes of equity securities, a preferred security (“Preferred Shares”) and a common security (“Common Shares”). The Parties’ relative ownership of Preferred Shares would be based on their relative capital contributions to Holdco (with each Rollover Share being valued at the Merger Consideration). Each Party would also receive Common Shares initially representing the same percentage interest as their respective percentage interest in Preferred Shares. For the avoidance of doubt, the Parties agree that the obligation of the Sponsor, the Existing Investor and the Founder Parties to purchase and pay for any Holdco shares to be purchased by them shall be subject to the satisfaction or waiver of the various conditions to the obligations of Holdco and Merger Sub to be set forth in the Merger Agreement.

## ARTICLE II PARTICIPATION IN TRANSACTION; ADVISORS; APPROVALS

SECTION 2.01. Participation in the Transaction. Each Party shall participate in the negotiation of the terms of the Documentation in connection with the Transaction and shall use its reasonable best efforts to (a) comply with any information delivery or other requirements (including confidentiality agreements with the Target) entered into by Holdco, a Party or an Affiliate of a Party and shall not, and shall direct that its Representatives do not, cause (by their action or omission) any other Party to breach such arrangements or obligations, (b) participate in meetings with the Special Committee and its advisors and (c) execute any confidentiality agreements reasonably required by the Target.

SECTION 2.02. Information Sharing and Roles. (a) Each Party shall cooperate in good faith in connection with the Proposal and the Transaction, including by (i) sharing all information reasonably necessary to evaluate the Target, including technical, operational, legal, accounting and financial materials and relevant consulting reports and studies, (ii) providing each other or Holdco with all information reasonably required concerning such Party or any other matter relating to such Party in connection with the Transaction and any other information a Party may reasonably require in respect of any other Party and its Affiliates for inclusion in the Documentation, (iii) providing timely responses to requests by another Party for information, (iv) applying the level of resources and expertise that such Party considers is necessary and appropriate to meet its obligations under this Agreement, and (v) conducting negotiations with the Special Committee, its advisors and other parties in connection with the Transaction and in coordination with each other. Unless the Parties otherwise agree, none of the Parties shall commission a report, opinion or appraisal (within the meaning of Item 1015 of Regulation MA of the Exchange Act).

(b) The Parties shall work together in good faith to agree on necessary public statements about their intentions in relation to the Target. The issuance of any such public statement shall be subject to Section 7.01.

SECTION 2.03. Appointment of Advisors. (a) The Parties shall agree to the scope and engagement terms of all joint Advisors to Holdco and/or the Parties in connection with the Transaction. The following Advisors have been jointly selected by the Parties to represent the consortium in connection with the Transaction: (1) Shearman & Sterling LLP as international counsel, (2) Fangda Partners as PRC counsel, (3) Conyers Dill & Pearman as Cayman Islands counsel, (4) PricewaterhouseCoopers as accounting and tax advisor, and (5) Bain & Company as industry consultant. The Parties shall also engage a financial advisor to represent the consortium in connection with the Transaction, which advisor shall be identified by the Sponsor and whose appointment and scope and terms of engagement shall be approved by the other Parties in writing (such approval not to be unreasonably withheld or delayed).

(b) If a Party requires separate representation in connection with specific issues arising out of the Proposal or the Transaction or other matters contemplated by the Documentation, it may retain other Advisors to advise it. Each Party which engages separate Advisors shall provide prior notice to the other Parties of such engagement together with an estimate of fees and expenses of such Advisors. Baker & McKenzie is acting as international counsel to the Founder Parties in connection with the Transaction. Simpson Thacher & Bartlett LLP is acting as international counsel to the Existing Investor in connection with the Transaction. Each Party which engages any separate Advisors shall be solely responsible for the fees and expenses of any such separate Advisors, unless the scope and engagement terms of such separate Advisors have been approved by the other Parties in writing (such approval not to be unreasonably withheld or delayed).

SECTION 2.04. Waivers and Consents. Each Party shall use reasonable best efforts and shall provide all cooperation as may be reasonably requested by the Sponsor to obtain all applicable governmental, statutory, regulatory or other consents, licenses, waivers or exemptions required or, in the view of the Sponsor, desirable for the consummation of the Transaction.

### ARTICLE III TRANSACTION COSTS

SECTION 3.01. Expenses and Fee Sharing. (a) If the Transaction is consummated then, at or immediately following the Closing, the Surviving Company shall reimburse the Parties for, or pay on behalf of the Parties, all of their out-of-pocket costs and expenses incurred prior to the Closing in connection with (i) the negotiation, delivery and execution of this Agreement, the Merger Agreement, any Debt Financing documentation and the other Documentation and (ii) any actions taken in accordance with the terms of the Documentation, including regulatory filings made or to be made pursuant to the Merger Agreement, including, without limitation, the reasonable fees, expenses and disbursements of Advisors retained by the Parties (including any separate Advisors who have been approved by the Parties in accordance with Section 2.03(b)) incurred in connection with the foregoing and any Claims paid by any Party (other than as a result of the fraud, willful misconduct or breach of this Agreement by such Party) (collectively, the "Investor Expenses").



(b) If the Transaction is not eventually consummated without any breach by any Party, the Parties agree to share, ratably based on each Party's Respective Proportion, out-of-pocket costs and expenses payable by them in connection with the Transaction incurred prior to the termination of this Agreement, including any fees and expenses payable to the Advisors (including any separate Advisors who have been approved by the Parties in accordance with Section 2.03(b)). If it is finally determined in accordance with Section 10.09 that (i) a Party has breached this Agreement, and (ii) such breach has resulted in the Merger not being consummated, then such breaching Party shall be liable to reimburse any non-breaching Party for any out-of-pocket costs and expenses, including any Advisor fees and expenses, incurred by the non-breaching Party in connection with the Transaction.

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

#### ARTICLE IV LIMITATION OF LIABILITY

SECTION 4.01. Limitation of Liability. The obligations of each Party under this Agreement are several (and not joint or joint and several) and each Party's obligation for fees and costs pursuant to Article III is capped at such Party's Respective Proportion; provided that the obligations of the Founder Parties under this Agreement shall be joint and several as among the Founder and the Founder Vehicle. The Parties shall share the Liability (if any) in respect of each and every Claim in their Respective Proportions, except where the Claim has arisen as a result of the fraud, willful misconduct or breach of this Agreement by a Party in which case the Liability for the Claim will rest solely with the Party who has committed the act of fraud or willful misconduct or the breach. If the amount paid by a paying Party is more than the paying Party's Respective Proportion of the relevant Liability, the other Parties shall immediately upon demand pay to the paying Party such sum as may be necessary to ensure that each Party bears only its Respective Proportion of such Liability.

#### ARTICLE V EXCLUSIVITY

SECTION 5.01. Exclusivity Period. Subject to Article VI, during the Exclusivity Period each Party shall:

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

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

(c) immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications with all persons conducted heretofore with respect to a Competing Proposal; and

(d) notify the other Party promptly if it or any of its Representatives receives any approach or communication with respect to any Competing Proposal and shall promptly disclose to the other Parties the identity of any other persons involved and the nature and content of the approach or communication.

## ARTICLE VI TERMINATION

SECTION 6.01. Failure to Agree. If the Founder, the Existing Investor and the Sponsor are unable to agree either (a) as between themselves upon the material terms of the Transaction or (b) with the Special Committee on the material terms of a Transaction which the Special Committee agrees to recommend to the public shareholders of the Target, then (i) a Party may cease its participation in the Transaction; and (ii) this Agreement shall terminate with respect to such withdrawing Party, following which the provisions of Section 6.02 will apply.

SECTION 6.02. Effect of Termination For Failure to Agree. Upon termination of this Agreement with respect to a Party under Section 6.01, Article III (*Transaction Costs*), Article IV (*Limitation of Liability*), Article V (*Exclusivity*), Article VI (*Termination*), Section 7.02 (*Confidentiality*), Article VIII (*Notices*) and Article X (*Miscellaneous*) shall continue to bind such Party and such Party shall be liable under Article III for its pro rata portion of any Investor Expenses incurred prior to the termination of this Agreement with respect to such Party. The Parties shall otherwise not be liable to each other in relation to this Agreement, other than in respect of a breach of this Agreement occurring prior to termination.

## ARTICLE VII ANNOUNCEMENTS AND CONFIDENTIALITY

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

SECTION 7.02. Confidentiality. (a) Except as permitted under Section 7.03, each Party shall not, and shall direct that its Representatives do not, without the prior written consent of the other Parties, disclose any Confidential Information received by it (the "Recipient") from any other Party (the "Discloser"). Each Party shall not and shall direct its Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transaction.

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

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

(d) Each Party acknowledges that, in relation to Confidential Information received from the other Party, the obligations contained in Section 7.02(a) shall continue to apply for a period of twelve (12) months following termination of this Agreement unless otherwise agreed in writing.

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

#### ARTICLE VIII NOTICES

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

If to the Founder Parties:

22/F Yin Hai Building  
No. 299 Yanjing Zhong Road  
Guangzhou, Guangdong 510110  
People's Republic of China  
Attention: Yinan Hu  
Facsimile: +86-20-6126-2893

with a copy to:

Baker & McKenzie  
14th Floor, Hutchinson House  
10 Harcourt Road  
Hong Kong  
Attention: Brian Spires  
Facsimile: +852-2842-1772

If to the Existing Investor:

1503 International Commerce Center,  
1 Austin Road West  
Kowloon, Hong Kong  
Attention: Xiaojun Shang  
Facsimile: +852-2810-7083

with a copy to:

Simpson Thacher & Bartlett LLP  
ICBC Tower, 35/F  
3 Garden Road  
Hong Kong  
Attention: Kathryn King Sudol  
Facsimile: +1-212-455-2502

If to the Sponsor:

TPG Capital  
301 Commerce Street, Suite 3300  
Fort Worth, TX 76102  
USA  
Attention: Legal Department  
Facsimile: +1-817-871-4088

with a copy to:

Shearman & Sterling LLP  
12/F Gloucester Tower  
The Landmark  
15 Queen's Road Central  
Central, Hong Kong  
Attention: Paul Strecker  
Facsimile: +852-2978-8099

or to such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Party hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

#### ARTICLE IX REPRESENTATIONS AND WARRANTIES

SECTION 9.01. Representations and Warranties. Each Party hereby represents and warrants to the other (on behalf of such Party only) that (a) it has the requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such person and no additional proceedings are necessary to approve this Agreement, and (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof. Each Party further represents

and warrants to the other (on behalf of such Party only) that (i) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (A) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any contract or agreement to which such person is a party or by which such person is bound or office such person holds; (B) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such person or any of the properties or assets of such person; or (C) result in the creation of, or impose any obligation on such person to create, any lien, charge or other encumbrance of any nature whatsoever upon such person's properties or assets and (ii) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Party.

SECTION 9.02. Target Ordinary Shares. (a) As of the date of this Agreement, the Founder Vehicle and the Existing Investor, respectively: (i) hold of record (free and clear of any encumbrances or restrictions) the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" under its name on Schedule A; (ii) holds (free and clear of any encumbrances or restrictions) the other Securities of Target set forth under the heading "Other Securities" under its name on Schedule A. The Founder has the sole right to control the voting and disposition of the Target Ordinary Shares and any other Securities of Target held by the Founder Vehicle. The Existing Investor has the sole right to control the voting and disposition of the Target Ordinary Shares and any other Securities of Target held by the Existing Investor.

(b) As of the date of this Agreement, the Founder Parties and the Existing Investor, respectively: (i) own the additional Securities of Target set forth under the heading "Additional Securities Beneficially Owned" under their names on Schedule A, and (ii) do not directly or indirectly own any Target Ordinary Shares or other Securities of Target, other than the Securities set forth on Schedule A under their names. For purposes of this Section 9.02(b), "owns" means any Founder Party or the Existing Investor, as the case may be, (x) is the record holder of such security or (y) is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such security.

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

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

ARTICLE X  
MISCELLANEOUS

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

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

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

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

SECTION 10.05. Language. The official text of this Agreement and any notices given or made hereunder shall be in both English and Chinese. In the event of any dispute concerning the construction or interpretation of this Agreement, reference shall be made to the agreement as written in English and Chinese.

SECTION 10.06. Assignment; No Third Party Beneficiaries. Other than as provided herein, the rights and obligations of each Party shall not be assigned without the prior consent of the other Party; provided, however, the Sponsor may assign its rights and obligations under this Agreement, in whole or in part, to any affiliated investment funds of the Sponsor, any limited partners or investment vehicles of the Sponsor or such funds (other than any portfolio companies of the Sponsor or such funds) and, subject to the consent of the other Parties (not to be unreasonably withheld or delayed), any other co-investors of the Sponsor (as the case may be), but no such assignment shall relieve the Sponsor from any of its obligations hereunder. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

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

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

SECTION 10.09. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Subject to Section 10.10, each of the Parties hereby agrees that any and all disputes or claims arising out of or relating to this Agreement shall be exclusively referred to and finally resolved by arbitration under the Rules of Arbitration (the “Rules”) of the International Chamber of Commerce (the “ICC”), which Rules are deemed to be incorporated by reference into this clause, except that any provisions in those Rules which relate to the nationality of arbitrators shall be disappplied in their entirety. The procedure for arbitration will be as follows: the arbitral tribunal (the “Tribunal”) shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the Tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the ICC. The seat of arbitration shall be Hong Kong and the language of the arbitration shall be English. The Tribunal shall have no authority to award punitive or other punitive-type damages.

SECTION 10.10. Remedies. Without prejudice to the rights and remedies otherwise available to any Party, including the right to claim money damages for breach of any provision hereof, any Party may bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement.

#### ARTICLE XI DEFINITIONS AND INTERPRETATION

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

“ADSs” means the American Depositary Shares of the Target, each of which currently represents 20 Target Ordinary Shares.

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

“Affiliate” means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person and “Affiliates” shall be construed accordingly.



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

“Arbitrator” has the meaning given in Section 10.09.

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

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

“Closing” means the consummation of the Transaction.

“Common Shares” has the meaning given in Section 1.04.

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

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

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

“Debt Financing” has the meaning given in Section 1.03.

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

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

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

“Exclusivity Period” means the period beginning on the date hereof and ending on the first to occur of: (a) the date six months after the date hereof, and (b) the mutually agreed termination of this Agreement.

“Existing Investor” has the meaning given in the preamble.

“Financing Banks” has the meaning given in Section 1.03.

“Founder” has the meaning given in the preamble.

“Founder Parties” has the meaning given in the preamble.

“Founder Vehicle” has the meaning given in the preamble.

“Holdco” has the meaning given in the recitals.

“ICC” has the meaning given in Section 10.09.

“Investor Expenses” has the meaning given in Section 3.01(a).

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

“Merger” has the meaning given in the recitals.

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

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

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

“NASDAQ” has the meaning given in the recitals.

“Parties” has the meaning given in the preamble.

“Preferred Shares” has the meaning given in Section 1.04.

“Proposal” has the meaning given in the recitals.

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

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

“Respective Proportion” means, with respect to a Party, the proportion that such Party’s planned equity participation in Preferred Shares bears to the aggregate amount of all of the Parties’ planned equity participation in Preferred Shares.

“Rollover Shares” has the meaning given in the recitals.

“Rules” has the meaning given in Section 10.09.

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

“Securities” means shares, warrants, options and any other securities which are convertible into or exercisable for shares in the Target.

“Shareholders’ Agreement” has the meaning given in Section 1.02.

“Special Committee” means a special committee of independent directors of the Target that will be established to be responsible for, among other matters, negotiating the terms of the Transaction.

“Sponsor” has the meaning given in the preamble.

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

“Target” has the meaning given in the recitals.

“Target Ordinary Shares” has the meaning given in the recitals.

“Transaction” has the meaning given in the recitals.

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

“Tribunal” has the meaning given in Section 10.09.

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

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

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

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

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

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

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

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

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

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

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

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

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

YINAN HU

/s/ Yinan Hu

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu

Name: Yinan Hu

Title: Director

CDH INSERVICE LIMITED

By: /s/ Kiang Hua Lew

Name: Kiang Hua Lew

Title: Director

TPG ASIA V MU, INC.

By: /s/ Sing Wang

Name: Sing Wang

Title: Authorized Signatory

[Consortium Agreement Signature Page]