

Morningstar[®] Document ResearchSM

FORM 20-F

SINA CORP - SINA

Filed: May 14, 2010 (period: December 31, 2009)

Annual and transition report of foreign private issuers pursuant to sections 13 or 15(d)

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 20-F

- REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**
OR
- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2009
OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to
OR
- SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
Date of event requiring this shell company report

Commission file number 000-30698

SINA CORPORATION

(Exact name of Registrant as specified in its charter)

Cayman Islands

(Jurisdiction of incorporation or organization)

**37F, Jin Mao Tower
88 Century Boulevard, Pudong
Shanghai 200121, China**

(Address of principal executive offices)

Contact Person: Chief Financial Officer

Phone: +8610 8262 8888

Facsimile: +8610 8260 7166

**Address: 20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road**

Haidian District, Beijing, 100080, People's Republic of China

(name, telephone, e-mail and/or facsimile number and address of company contact person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of Each Class	Name of Each Exchange on Which Registered
Ordinary Shares, \$0.133 par value Ordinary Shares Purchase Rights	The NASDAQ Stock Market LLC (NASDAQ Global Select Market)

Securities registered or to be registered pursuant to Section 12(g) of the Act.

Not Applicable
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

Not Applicable
(Title of Class)

As of December 31, 2009, there were 60,918,842 shares of the registrant's ordinary shares outstanding, \$0.133 par value.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark which basis for accounting the registrant has used to prepare the financing statements included in this filing: U.S. GAAP

International Financial Reporting Standards as issued by the International Accounting Standards Board Other

Indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

TABLE OF CONTENTS

INTRODUCTION		3
INFORMATION REGARDING FORWARD-LOOKING STATEMENTS		3
PART I		3
Item 1.	Identity of Directors, Senior Management and Advisers	3
Item 2.	Offer Statistics and Expected Timetable	3
Item 3.	Key Information	3
Item 4.	Information on the Company	57
Item 4A.	Unresolved Staff Comments	80
Item 5.	Operating and Financial Review and Prospects	80
Item 6.	Directors, Senior Management and Employees	99
Item 7.	Major Shareholders and Related Party Transactions	110
Item 8.	Financial Information	115
Item 9.	The Offer and Listing	115
Item 10.	Additional Information	116
Item 11.	Quantitative and Qualitative Disclosures About Market Risk	121
Item 12.	Description of Securities Other than Equity Securities	122
PART II		122
Item 13.	Defaults, Dividend Arrearages and Delinquencies	122
Item 14.	Material Modifications to the Rights of Security Holders and Use of Proceeds	122
Item 15.	Controls and Procedures	122
Item 16A.	Audit Committee Financial Expert	123
Item 16B.	Code of Ethics	123
Item 16C.	Principal Accountant Fees and Services	123
Item 16D.	Exemptions from the Listing Standards for Audit Committees	123
Item 16E.	Purchases of Equity Securities by the Issuer and Affiliated Purchasers	124
Item 16F.	Change in Registrant's Certifying Accountant	124
Item 16G.	Corporate Governance	124
PART III		124
Item 17.	Financial Statements	124
Item 18.	Financial Statements	124
Item 19.	Exhibits	124
SIGNATURES		129
EX-4.41		
EX-4.42		
EX-4.43		
EX-4.44		
EX-4.45		
EX-4.46		
EX-4.47		
EX-4.48		
EX-4.49		
EX-4.50		
EX-4.51		
EX-4.52		
EX-8.1		
EX-12.1		
EX-12.2		
EX-13.1		
EX-13.2		
EX-15.1		
EX-15.2		

INTRODUCTION

In this annual report, except where the context otherwise requires and for purposes of this annual report only:

- “we,” “us,” “our company,” “the Company,” “our” and “SINA” refer to SINA Corporation, its subsidiaries, and, in the context of describing our operations and consolidated financial information, include our consolidated variable interest entities (“VIEs”) in China;
- “China” or “PRC” refers to the People’s Republic of China solely for the purpose of this annual report, and do not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region or Taiwan;
- “GAAP” refers to generally accepted accounting principles in the United States; “PRC GAAP” refers to generally accepted accounting principles in the PRC;
- “shares” or “common shares” refer to our ordinary shares;
- all references to “RMB” or “renminbi” are to the legal currency of China, and all references to “\$,” “dollars,” “US\$” and “U.S. dollars” are to the legal currency of the United States; and
- all discrepancies in any table between the amounts identified as total amounts and the sum of the amounts listed therein are due to rounding.

INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 20-F contains forward-looking statements. These statements relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue,” the negative of such terms or other comparable terminology. These statements are only predictions. Actual events or results may differ materially.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We undertake no duty to update any of the forward-looking statements after the date of this report to conform such statements to actual results or to changes in our expectations.

Readers are also urged to carefully review and consider the various disclosures made by us which attempt to advise interested parties of the factors which affect our business, including without limitation the disclosures made under the caption “Risk Factors” included herein.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

A. Selected Financial Data

The selected consolidated statements of operation data presents the results for the five years ended December 31, 2009, 2008, 2007, 2006 and 2005. The Company’s historical results do not necessarily indicate results expected for any future periods. The selected consolidated financial data below should be read in conjunction with our consolidated financial statements and notes thereto, “Item 5. Operating and Financial Review and Prospects” below, and the other information contained in this Form 20-F.

	Years Ended December 31,(1)(2)				
	2009	2008	2007	2006	2005
	(In thousands, except per share data)				
Operations:					
Net revenues	\$ 358,567	\$ 369,587	\$ 246,127	\$ 212,854	\$ 193,552
Gross profit	200,275	219,252	151,425	133,444	130,445
Income from operations	37,202	74,581	51,014	34,907	41,508
Income before income tax expense	420,628	95,209	60,619	37,016	39,102
Net income	412,305	81,167	54,115	32,965	36,692
Net income attributable to SINA	411,895	80,638	54,115	32,965	36,692
Net income per share attributable to SINA					
Basic	\$ 7.53	\$ 1.44	\$ 0.98	\$ 0.61	\$ 0.70
Diluted	\$ 6.95	\$ 1.33	\$ 0.97	\$ 0.69	\$ 0.75

	December 31,				
	2009	2008	2007	2006	2005
	(In thousands)				
Financial position:					
Cash, cash equivalents and short-term investments	\$ 821,518	\$ 603,824	\$ 477,999	\$ 362,751	\$ 300,689
Working capital	694,484	498,524	377,608	270,820	297,910
Total assets	1,613,842	822,494	662,263	538,719	468,449
Long-term liabilities	166,729	4,039	1,337	—	89,163
Total liabilities	391,143	197,946	167,287	147,292	138,262
SINA shareholders' equity	1,221,727	620,505	494,976	391,427	330,187
Total shareholders' equity	1,222,699	624,548	494,976	391,427	330,187

- (1) The selected consolidated financial data have been revised to reflect the Company's retroactive adoption, effective January 1, 2009, of guidance on accounting for convertible debt instrument and noncontrolling interest issued by the Financial Accounting Standards Board. Refer to Note 2 to the Consolidated Financial Statements, Significant Accounting Policies — "Basis of presentation and use of estimates."
- (2) The Company began to include stock-based compensation charges in its costs of revenues and operating expenses starting January 1, 2006 in accordance with ASC 718 Compensation (formally known as SFAS 123R "Share-Based Payment"). Stock-based compensation charges for 2009, 2008, 2007 and 2006 were \$33.4 million, \$14.3 million, \$8.7 million and \$9.5 million, or \$0.56 diluted net income per share, \$0.24 diluted net income per share, \$0.15 diluted net income per share and \$0.16 diluted net income per share, respectively.

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Due to the relatively new and evolving market that we operate in, we cannot predict whether we will meet internal or external expectations of future performance.

Our primary market is in China, where the operating environment is less predictable and mature than those of developed economies and where the Internet industry is still relatively new and fast evolving. We believe our future success depends on our ability to significantly grow our revenues from new and existing products, business models and sales channels. However, market data on our business, especially on emerging products, business models and sales channels, are often limited, unreliable or nonexistent. Accordingly, our prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in a relatively new and fast changing market and with a limited operating history. These risks include our ability to:

- offer new and innovative products;
- attract buyers for our mobile value-added services (“MVAS”);
- attract advertisers;
- attract a larger audience to our network;
- derive revenue from our users from fee-based Internet services;
- respond effectively to competitive pressures and address the effects of strategic relationships or corporate combinations among our competitors;
- maintain our current, and develop new, strategic relationships;
- increase awareness of our brand and continue to build user loyalty;
- attract and retain qualified management and employees;
- upgrade our technology to support increased traffic and expanded services; and
- expand the content and services on our network, secure premium content and increase network bandwidth in a cost-effective manner.

Due to the relatively new and evolving market that we operate in and our limited operating history, our historical year-over-year and quarter-over-quarter trends may not provide a good indication of our future performance. For certain business lines, we have experienced high growth rates in the past and there may be expectations that these growth rates will continue. For other business lines, we have experienced a recent turnaround of declining trends and there may be expectations that the turnaround will last. Our operating results have in the past fallen below the expectations of industry analysts and investors and may do so again in the future. Our stock price may decline significantly as a result of not meeting internal or external expectations of future performance.

You should not place undue reliance on our financial guidance, nor should you rely on our quarterly operating results as an indication of our future performance because our results of operations are subject to significant fluctuations.

We may experience significant fluctuations in our quarterly operating results due to a variety of factors, many of which are outside our control. Significant fluctuations in our quarterly operating results could be caused by any of the factors identified in this section, including but not limited to our ability to retain existing users, attract new users at a steady rate and maintain user satisfaction; the announcement or introduction of new or enhanced services, content and products by us or our competitors; significant news events that increase traffic to our websites; technical difficulties, system downtime or Internet failures; demand for advertising space from advertisers; seasonality of the advertising market; the amount and timing of operating costs and capital expenditures relating to expansion of our business, operations and infrastructure; operators’ policies; governmental regulation; seasonal trends in Internet use; a shortfall in our revenues relative to our forecasts and a decline in our operating results due to our inability to adjust our spending quickly; and general economic conditions and economic conditions specific to the Internet, wireless, e-commerce and the Greater China market. As a result of these and other factors, you should not place

undue reliance on our financial guidance, nor should you rely on quarter-to-quarter comparisons of our operating results as indicators of likely future performance. Our quarterly revenue and earnings per share guidance is our best estimate at the time we provide guidance. Our operating results may be below our expectations or the expectations of public market analysts and investors in one or more future quarters. If that occurs, the price of our ordinary shares could decline and you could lose part or all of your investment.

We are relying on advertising sales as a significant part of our future revenues, but the online advertising market is subject to many uncertainties, which could cause our advertising revenues to decline.

The online advertising market is new and evolving rapidly in China. Many of our current and potential advertisers have limited experience with the Internet as an advertising medium, have not traditionally devoted a significant portion of their advertising expenditures or other available funds to web-based advertising, and may not find the Internet to be effective for promoting their products and services relative to traditional print and broadcast media. If the Internet does not become more widely accepted as a medium for advertising, our ability to generate increased revenue could be negatively affected. Our ability to generate and maintain significant advertising revenues will depend on a number of factors, many of which are beyond our control, including but not limited to:

- the development and retention of a large base of users possessing demographic characteristics attractive to advertisers;
- the maintenance and enhancement of our brands in a cost effective manner;
- increased competition and potential downward pressure on online advertising prices and limitations on web page space;
- changes in government policy that curtail or restrict our online advertising services;
- the acceptance of online advertising as an effective way for advertisers to market their businesses;
- the development of independent and reliable means of verifying levels of online advertising and traffic; and
- the effectiveness of our advertising delivery, tracking and reporting systems.

Our current and potential advertising clients have limited experience using the Internet for advertising purposes and historically have not devoted a significant portion of their advertising budget to online advertising. We may not be successful in getting our current and potential advertisers to increase their budget for online advertising.

In 2009, approximately 78% of our advertising revenues were derived from the automobile, real estate, fast-moving consumer goods, financial and telecommunication sectors. If there is a downturn in the advertising spending especially in these sectors, our results of operations, cash flows and financial condition and our share price could suffer.

Our growth in advertising revenues, to a certain extent, will also depend on our ability to increase the advertising space on our network. If we fail to increase our advertising space at a sufficient rate, our growth in advertising revenues could be hampered. Further, the increasing usage of Internet advertising blocking software may result in a decrease of our advertising revenues as the advertisers may choose not to advertise on the Internet if Internet advertising blocking software is widely used.

The consolidation of advertising agencies in China could increase the bargaining power of larger advertising agencies, which may adversely impact our revenue growth.

Approximately 93% of our advertising revenues in China came through advertising agencies. Some advertising agencies have been seeking consolidation in the market. If such trend continues, the bigger agencies could have more bargaining power against us. As the larger agencies increase their bargaining power, they may demand larger sales rebates, which could reduce our revenue growth. For 2009, our 10 largest advertising agencies in China contributed to 54% of our advertising revenues. As an example, a 10% increase in rebates to our ten largest advertising agencies in 2009 would have reduced our advertising revenue growth in 2009 from the prior year by approximately 1.0%. Focus Media Holding Limited and affiliates as an advertising agency group accounted for approximately 12% of our total net revenues in 2009.

We are relying on MVAS for a significant portion of our future revenue. Our MVAS revenues have declined in the past and may decrease further in the future.

For 2009 and 2008, MVAS revenues accounted for 33% and 28% of our total net revenues, respectively. Short messaging service (“SMS”) and interactive voice response system (“IVR”) revenues accounted for approximately 45% and 23%, respectively, of our MVAS revenues for 2009. If users do not adopt our MVAS at a sufficient rate, or if our SMS or IVR revenues fail to grow, our MVAS revenue growth could be negatively affected. Our MVAS revenues declined from 2005 through 2007 and may decline in the future. Factors that may prevent us from maintaining or growing our MVAS revenues include:

- our ability to develop new services that become accepted by the market;
- our ability to retain existing customers of our subscription services;
- our ability to attract new subscribers in a cost-effective manner;
- our ability to provide satisfactory services to our customers;
- competitors, including operators, may launch competing or better products than ours;
- changes in policy, process and/or system by China Mobile Communications Corporation (“China Mobile”), China United Network Communications Group Co., Ltd. (“China Unicom”) or other operators, on whom we rely for service delivery, billing and payment collection, and who in the past have made sudden changes that have significantly impacted our revenues and may continue to do so in the future; and
- changes in government regulations, which could restrict our MVAS offerings, curtail our ability to market our services or change user adoption or usage patterns in a negative way. For example, in August 2007, the Ministry of Information Industry (superseded by the Ministry of Industry and Information Technology established in March 2008, both of which referred to as “MII”) tightened the regulations over direct advertising in China, which reduced the effectiveness of our direct advertising on MVAS and increased the difficulties of new user recruitment. In December 2007, MII unified the dialing codes of each service provider (“SP”), which increased the number of digits a user must input to subscribe to an SP’s MVAS, thereby making the purchasing process more complicated. MII has proposed requiring mobile users, including pre-paid card subscribers, to register their real identity. Implementation of these changes has led to in the past and may lead to in the future fewer subscriptions of MVAS and a decrease in new customers.

In addition to the above, we are relying on new MVAS, such as multimedia messaging service (“MMS”), color ring back tone (“CRBT”), KJAVA/BREW and wireless application protocol (“WAP”), as a significant part of our future revenue growth for MVAS. However, the current market size for these new MVAS is relatively small and adoption rates are still relatively low for these services compared to SMS and IVR services. We cannot assure you that our new MVAS offerings will be accepted by the market or, in light of evolving and/or unclear policies and regulations, will meet the requirements of operator policies and government regulations upon release. If revenues from these services do not grow significantly, our financial position, results of operations and cash flows could be materially and adversely affected, the price of our ordinary shares could decline and you could lose part or all of your investment.

With respect to MVAS, we rely on China Mobile, China Unicom and other operators for marketing, service delivery, billing and payment collection, and we may be negatively affected by changes which they may make suddenly and unilaterally.

Our MVAS offerings depend mainly on cooperation arrangements with China Mobile and China Unicom. In addition, we have arrangements with China Telecommunications Corporation (“China Telecom”). We rely on the operators in the following ways: utilizing their network and gateway to recruit and provide MVAS to subscribers; utilizing their billing systems to charge the fees to our subscribers through the subscribers’ mobile phone bill; utilizing their collection services to collect payments from subscribers; and relying on their infrastructure development to further develop new products and services. As of December 31, 2009, we offered our MVAS pursuant to relationships with 31 provincial and local subsidiaries of China Mobile and 12 provincial subsidiaries of China Unicom. As we have limited bargaining power against the operators, we may enter into cooperation

agreements on terms that are unfavorable to us. The operators may also unilaterally terminate or amend the agreements at any time. If China Mobile, China Unicom or other operators choose not to continue the cooperation arrangements with us or if they unilaterally amend the cooperation arrangements with terms significantly unfavorable to us, our MVAS revenues and operating profitability could be materially and negatively affected.

In the past, operators have made sudden and unexpected changes in their policies, processes and systems, which have harmed, and may continue to harm, our business. For example:

- In mid-2004, operators began transitioning SMS to new billing platforms, which has resulted in added operational controls and procedures in areas such as customer subscription and customer billing. Such change has increased the difficulties of new user recruitment and the failure rate for fee collection from our SMS users.
- In January 2005, China Mobile stopped its “MMS Album” service, which allowed users to retrieve their subscribed MMS messages from China Mobile’s website when the subscribed MMS messages could not be successfully delivered to their mobile phones. With the termination of MMS Album, we were no longer able to collect fees from users when the MMS messages could not be delivered to such users’ mobile phones.
- Beginning March 2005, China Mobile migrated MMS onto a new billing platform, which resulted in added operational controls and procedures and, correspondingly, increased the difficulties of new user recruitment and increased the failure rate for fee collection from our users.
- In April 2006, China Unicom issued a new policy that sets price ceilings for usage-based and monthly subscription SMS. Such change may require us to lower our current prices on certain SMS services or discontinue offering these services completely.
- In July 2006, China Mobile made significant changes to its policy on subscription-based MVAS, which included requiring double confirmations on new MVAS subscriptions as well as sending SMS reminders to existing monthly subscribers of SMS, MMS and WAP to inform them of their MVAS subscription and fee information. In addition, China Mobile’s provincial subsidiaries began canceling existing WAP subscriptions that have been inactive for four months and existing SMS subscriptions of users who did not successfully receive more than three SMS messages during the month. These policy changes from China Mobile reduced our ability to acquire new monthly MVAS subscribers and increased the churn rate of existing monthly MVAS subscribers.
- In September 2006, China Unicom began enforcing a policy of double confirmation on new MVAS subscriptions. Such change significantly reduced our ability to acquire new monthly MVAS subscribers.
- In April 2007, China Unicom changed its service fee settlement method with service providers from estimated collection to actual collection. As a result of the switch, fee settlement, based on the receipt of billing statement, with China Unicom has taken up to four months, which has negatively impacted our cash flow. In addition, if we are unable to rely on historical confirmation rates from China Unicom as a result of the change in fee settlement method, we may need to defer recognition of such revenues until the billing statements are received.
- In July 2007, China Mobile began implementing a score and ranking system that rewards larger, higher growth service providers with lesser user complaints. Receiving a low score or ranking, e.g., as a result of too many complaints filed by our MVAS customers, could result in a negative impact to our results of operations, cash flows and financial condition.
- In August 2007, the MII tightened the regulations over direct advertising in China. This change reduced the effectiveness of our direct advertising on MVAS and increased the difficulties of new user recruitment. We have not been able to accurately estimate the impact of such change on our results of operations, cash flows and financial condition, but believe it has had and will continue to have a significant negative impact to our MVAS business.

- In December 2007, the MII unified the dialing codes of each service provider by adding a four-digit code to each service provider's product. This complicated the purchasing process of MVAS and reduced the effectiveness of our direct advertising and increased the difficulties of new user recruitment.
- In November 2009, China Mobile implemented a series of measures targeted at eliminating offensive or unauthorized content for the WAP product line. As part of this effort, China Mobile has suspended billing customers of WAP services, including those that do not contain offensive or unauthorized content, on behalf of third-party service providers of such services. The ultimate impact of these measures to the Company's MVAS revenues is currently unknown. For the fourth quarter of 2009, approximately 9% of the Company's MVAS revenues were derived from WAP services. China Mobile has not yet indicated how long its new measures will last or whether it would expand its current measures.
- In January 2010, China Mobile implemented a series of measures that included limiting the service offerings and partnerships allowed for each SMS service code, preventing the television and radio promotion of certain interactive IVR products and requiring additional notices and customer confirmations in the MVAS ordering process. These measures have had a negative impact to our results of operations, cash flows and financial condition.

Our operators could make further changes at any time, including, but not limited to, requiring SPs to use the operators' customer service and/or marketing service and charging for these services; requiring SPs to migrate their MVAS to an operator's platform and increase the fees charged for using the operator's platform; changing their fee structure or billing method in a way that would require us to delay the recognition of MVAS revenues from an accrual basis to when actual billing is received; implementing new billing rules, such as reducing MVAS fees that can be charged to users; disallowing SPs to bill certain inactive users and limiting the amount of MVAS fees that can be billed; requiring SPs to absorb end customer bad debts; issuing new rules on how WAP SPs are placed on their browsers, which significantly determines WAP revenues; refusing to pay SPs for services delivered; and limiting the product offerings of SPs by working directly with content providers to launch competing services or giving exclusive rights to certain SPs to offer certain MVAS. Any change in policy, process or system by the operators could result in a material reduction of our MVAS revenues.

China Mobile, China Unicom and other operators have in the past increased the fees charged for providing their services and may do so again in the future. If they choose to increase such fees, our gross margin for MVAS and our operating profitability may be negatively impacted. These operators have generally retained a certain percentage of the fees for value-added services we provided to our users via their platform for fee collection. In addition, they charge transmission fees for some products such as SMS and MMS on a per message basis, and the rates of such transmission fees vary for different products and message volume. For 2009, we received on average 79% and 78% of the amount we charged to our users via the China Mobile platform and the China Unicom platform, respectively, after they deducted the fees for collection and transmission.

If China Mobile, China Unicom or other operators restrict or disallow some or all MVAS to be charged on a monthly subscription basis, our revenues from MVAS could be severely impacted. We currently charge our users who have registered to be billed on a monthly basis even if they do not use the service in a particular month. If China Mobile, China Unicom or other operators do not allow us to charge monthly fees for users who do not use our service in a particular month, our MVAS revenues could be negatively impacted. For 2009, approximately 13% of our MVAS revenues were derived from monthly subscription products, which mainly consist of SMS, MMS and WAP.

In the past, China Mobile and China Unicom imposed penalties on MVAS providers for violating certain operating policies relating to MVAS. In some cases, they stopped making payments to certain SPs for severe violations. To date, the accrued penalties we have received have been insignificant in dollar amounts, but it is difficult to determine the specific conduct that might be interpreted as violating such operating policies. Additionally, operators may unilaterally revise their arrangements with us at any time, which could result in us breaching the new terms and being subject to fines. In the future, if China Mobile, China Unicom or other operators impose more severe penalties on us for policy violations, our revenues from MVAS and operating results may be negatively impacted.

We are potentially subject to liability and penalty for delivering inappropriate content through our MVAS. One of the violations cited in the notice for temporary termination of our IVR service at the end of July 2004 was that we had provided inappropriate content to our mobile subscribers through our IVR service. The definition and interpretation of inappropriate content in many cases are vague and subjective. We are not sure whether operators including China Mobile and China Unicom or the Chinese government will find our other mobile content inappropriate and therefore prevent us from operating the MVAS relating to such content in the future. If they prevent us from offering such services, our revenues from MVAS may suffer significantly.

A portion of our MVAS revenues is currently estimated based on our internal records of billings and transmissions for the month, adjusted for prior period confirmation rates from operators and prior period discrepancies between internal estimates and confirmed amounts from operators. Historically, there have been no significant true up adjustments to our estimates. If there was no consistent confirmation rates trend or if there were continuous significant true up adjustments to our estimates under the new billing platforms, we will need to rely on the billing statements from the operators to record revenues. Due to the time lag of receiving the billing statements, our MVAS revenues may fluctuate with the collection of billing statements if we were to record our MVAS revenues when we receive the billing statements. For example, if an operator switches payment to SPs from estimated collection from users to actual collection, such policy change may cause us to delay the recognition of these revenues until we receive the actual billings and/or until we have reliable information to make such revenue estimates. For the fourth quarter of 2009, approximately 18% of our MVAS revenues were estimated at period end.

In the past, China Mobile has requested resettlement of billings that were settled in previous periods and on which payments have been made to us. We have accrued for such credits to revenue based on a rolling history and the true ups between the accrued amounts and actual credit memos issued have not been significant. However, there is no guarantee that China Mobile or other operators will not request resettlement of previously received payments. If China Mobile or other operators request resettlement of billings for a previous period at amounts significantly larger than our credit memo accrual based on historical patterns, our operating results, financial position and cash flow may be severely impacted.

If China Mobile's, China Unicom's or other operators' systems encounter technical problems, if they refuse to cooperate with us or if they do not provide adequate service, our MVAS offerings may cease or be severely disrupted, which could have a significant and adverse impact on our operating results.

The markets for MVAS and Internet services are highly competitive, and we may be unable to compete successfully against new entrants and established industry competitors, which could reduce our market share and adversely affect our financial performance.

There is significant competition among MVAS providers. A large number of independent MVAS providers, such as Kongzhong Corporation ("Kongzhong"), Tencent Holdings Limited ("Tencent"), TOM Online, Inc. ("TOM Online"), Hurray! Holding Co., Ltd. ("Hurray"), Sohu.com Inc. ("Sohu") and Linktone Ltd. ("Linktone"), compete against us. We may be unable to continue to grow our revenues from these services in this competitive environment. In addition, the major operators in China, including China Mobile and China Unicom, have entered the business of content development. Any of our present or future competitors may offer MVAS that provide significant technology, performance, price, creativity or other advantages over those offered by us, and therefore achieve greater market acceptance than ours.

The Chinese market for Internet content and services is competitive and rapidly changing. Barriers to entry are relatively low, and current and new competitors can launch new websites or services at a relatively low cost. Many companies offer Chinese language content and services, including informational and community features, fee-based services, email and e-commerce services in the Greater China market that may be competitive with our offerings. In addition, providers of Chinese language Internet tools and services may be acquired by, receive investments from or enter into other commercial relationships with large, well-established and well-financed Internet, media or other companies. We also face competition from providers of software and other Internet products and services. In addition, we compete with entities that sponsor or maintain high-traffic websites or provide an initial point of entry for Internet users, such as portals and search sites. Our competitors include existing or emerging PRC Internet portals as well as vertical websites competing in a specific niche such as automobile, finance and IT information. Our competitors in these areas include Baidu.com, Inc. ("Baidu"), Tencent,

Netease.com, Inc. (“Netease”), TOM Online, Sohu.com Inc. (“Sohu”), Hexun, East Money, China Finance Online, PCAuto, Auto Home and PCOnline. Many of these companies are large, well-capitalized entities that currently offer, and could further develop or acquire, content and services that compete with those that we offer. Companies such as these may have greater financial and technical resources, better brand recognition, more developed sales and marketing networks, more customers, stronger government relationships and more extensive operating histories. As a result, such companies may be able to quickly provide competitive services and obtain a significant number of customers. We expect that as Internet usage in Greater China increases and the Greater China market becomes more attractive to advertisers and for conducting e-commerce, large global competitors, such as Microsoft Corporation (“Microsoft”) (MSN), Yahoo! Inc. (“Yahoo!”), eBay Inc. (“eBay”), Google, Inc. (“Google”) and America Online Inc. (“AOL”), may increasingly focus their resources on the Greater China market. Some of these global Internet companies may partner with domestic organizations to penetrate the PRC market. We also compete for advertisers with traditional media companies, such as newspapers, television networks and radio stations that have a longer history of use and greater acceptance among advertisers. Although new media companies, such as those in outdoor media, more directly compete with traditional media, such as television, they ultimately compete with us to convert advertisers from traditional media to new media. These competitors include Focus Media Holding Limited (“Focus”), Air Media Group Inc., Vision China Media Inc. and other China-based private or public new media advertising companies.

Our other areas of focus for future growth include WAP portal, search, video and Web 2.0 services. We also face intense competition from domestic and international companies in these areas. The main competitors for our WAP portal include Tencent, Shanghai 3G Electronic Engineering Company Ltd. (“Shanghai 3G”), Kongzhong and WAP portals operated by mobile telecom operators such as China Mobile’s Monternet. The main competitors for our search service include Baidu, Yahoo!/Alibaba, Google, Microsoft (Bing), Tencent (Soso) and Netease (Youdao). The main competitors for our instant messaging service include Tencent (QQ), Microsoft (MSN Messenger) and Alibaba/Yahoo! China (Yahoo Messenger). Web 2.0 companies are defined as those that offer tools to: (1) generate traffic through user-generated contents, such as social networks, blogs, micro-blog, video podcasting and album; (2) allow users to communicate, such as instant messaging and email, and/or (3) allow users to personalize individual sites and virtual communities, such as space and group. Our competition in the Web 2.0 space include public companies such as Baidu, Tencent, Netease, Sohu and Microsoft (MSN) as well as private companies such as Youku, 56.com, Tudou, Ku6, PP Live, PP Stream, Bokee, Blogbus, POCO, Blogcn, Shanda (Shanda Interactive), Hexun, Xiaonei.com, Kaixin001.com, hainei.com and 51.com in China and international players such as YouTube, MySpace, Twitter and Facebook. Many of our competitors have a longer history of providing these online services and currently offer a greater breadth of products that may be more popular than our online offerings. Many of these companies are focused solely on one area of our business and are able to devote all of their resources to that business line and can more quickly adapt to changing technology and market conditions. These companies may therefore have a competitive advantage over us with respect to these business areas. A number of our current and potential future competitors may have greater financial and other resources than we have, may be able to more quickly react to changing consumer requirements and demands, may deliver competitive services at lower prices or with more desirable features and functionalities and may market more effectively to certain user audiences. Increased competition could result in reduced page views and unique visitors, loss of market share and revenues and lower profit margins.

Our business is highly sensitive to the strength of our brands in the marketplace, and we may not be able to maintain current or attract new users, customers and strategic partners for our products and offerings if we do not continue to increase the strength of our brands and develop new brands successfully in the marketplace.

Our operational and financial performance is highly dependent on our strong brands in the marketplace. Such dependency will increase further as the number of Internet and mobile users as well as the number of market entrants in China grow. In order to retain existing and attract new Internet users, advertisers, mobile customers and strategic partners, we may need to substantially increase our expenditures for creating and maintaining brand awareness and brand loyalty. Consequently, we will need to grow our revenues at least in the same proportion as any increase in brand spending to maintain current levels of profitability. There have been negative press coverage about the Company based on untrue or unsubstantiated rumors in the past, and the Company has taken affirmative

steps to address these coverage. However, we cannot assure you that we will always be able to diffuse negative press coverage about the Company to the satisfaction of our investors, users, advertisers, customers and strategic partners. If we are unable to diffuse negative press coverage about the Company, our brands may suffer in the marketplace and our operational and financial performances may be negatively impacted as a result.

Our operating results could be adversely affected by the results of CRIC's operations.

Our interest in the equity of CRIC is valued at approximately \$572.0 million based on the initial public offering price, which would have represented approximately 35% of our total assets as of December 31, 2009. We report our ownership in CRIC using the equity method of accounting starting from October 1, 2009, and, as such, our net income is impacted by CRIC's performance. We will report our interest in CRIC one quarter in arrears. If CRIC's financial results decline, it will negatively impact our financial results and the impact will be reflected in our consolidated financial statements one quarter in arrears. Furthermore, we will not be able to report our quarter and annual results until we have obtained CRIC's results, and a delay in CRIC's reporting could adversely affect our reporting schedule and cause the market to react negatively to our stock.

Majority ownership and control of the board of directors of CRIC by affiliates of E-House (China) Holding Limited ("E-House") may limit our ability to influence CRIC.

In October 2009, we contributed our online real estate business to CRIC in exchange for approximately 33% of the total outstanding ordinary shares of CRIC. E-House owns approximately 50% of total outstanding ordinary shares of CRIC. As a result, for the foreseeable future, E-House will have the ability to elect a majority of the directors to the board of directors of CRIC. In such cases, the directors designated by E-House have the power to approve a particular matter requiring a majority vote despite the fact that our representatives may vote against the matter. Conversely, with respect to any matter requiring a majority vote, the directors designated by E-House may disapprove a particular matter despite the fact that our representatives may vote in favor of that matter.

CRIC's real estate business is subject to risks that may be different from those affect our business. Certain risk factors pertaining to CRIC as of the filing of its annual report on Form 20-F for the year ended December 31, 2009 are set forth below. We have not updated the risk factors as CRIC has not updated its risk factors subsequent to the filing of its annual report on Form 20-F for the year ended December 31, 2009, and there can be no assurance that those risk factors provide a complete or accurate summary of the risks that are currently applicable to CRIC's business. Further information regarding CRIC's risks can be found in CRIC's filings with the Securities and Exchange Commission, and we assume no obligation to investigate or update information made by CRIC in its filings with the Securities and Exchange Commission.

We have outsourced our web page search and certain other advertising business to Google China under a revenue-sharing agreement, and Google China has in effect shut down its operations in mainland China.

We have outsourced our web page search and certain other advertising business to Google China under a revenue-sharing arrangement, from which we recognized approximately \$3.9 million in 2009. In March 2010, Google announced its decision to redirect searches on Google.cn to Google.com.hk. At the end of March 2010, Google's Hong Kong-based search engine suffered a major outage for mainland China users, which Google explained was caused by China's firewall. We are reassessing our cooperation with Google China following Google's decision to in effect shut down its China search engine. If we experience significant interruptions or delays in service, or if we terminate our agreement with Google China, we may incur additional costs to develop or secure replacement services, our relationship with our users could be harmed and revenues from Google China will cease to exist.

If we are unable to keep up with the rapid technological changes of the Internet industry, our business may suffer.

The Internet industry is experiencing rapid technological changes. For example, with the advances of search engines, Internet users may choose to access information through search engines instead of web portals. With the advent of Web 2.0, the interests and preferences of Internet users may shift to user-generated content, such as blogs, micro-blog, and video podcasting. As broadband becomes more accessible, Internet users may demand content in

pictorial, audio-rich and video-rich format. With the development of 2.5G and the issuance of 3G licenses in China, mobile users may shift from the current predominant text messaging services to newer applications, such as multimedia messaging services, mobile commerce, music and video downloads and mobile games. Our future success will depend on our ability to anticipate, adapt and support new technologies and industry standards. If we fail to anticipate and adapt to these and other technological changes, our market share and our profitability could suffer.

If we fail to successfully develop and introduce new products and services, our competitive position and ability to generate revenues could be harmed.

We are developing new products and services. The planned timing or introduction of new products and services is subject to risks and uncertainties. Actual timing may differ materially from original plans. Unexpected technical, operational, distribution or other problems could delay or prevent the introduction of one or more of our new products or services. Moreover, we cannot be sure that any of our new products and services will achieve widespread market acceptance or generate incremental revenue. If our efforts to develop, market and sell new products and services to the market are not successful, our financial position, results of operations and cash flows could be materially adversely affected, the price of our ordinary shares could decline and you could lose part or all of your investment.

Our investment in Web 2.0 services, search and WAP portal may not be successful.

Web 2.0 services, such as micro-blog, blog, video podcasting and online communities, search and WAP portal are currently some of the fastest growing online services in the PRC. We have invested and intend to expand in these areas. For example, we developed our own search engine, and we have invested heavily in Web 2.0 services, such as micro-blog, blog, instant messaging, video podcasting and online communities. Some of our competitors have entered these markets ahead of us and have achieved significant market positions. Our main competitors in Web 2.0 services, search and WAP portal include Baidu, Tencent, Netease, Sohu, Google and Microsoft (MSN) and private companies such as Youku, 56.com, Tudou, Ku6, PP Live, PP Stream, Bokee, Blogbus, Yahoo!/Alibaba, China Mobile's Monternet, Kongzhong, Hexun, Xiaonei.com, Kaixin001.com, hainei.com, 51.com and Shanghai 3G. We have also invested and plan to continue to invest in other technological products and tools, such as building game and music platforms to complement our existing Internet service offerings. Our competitors in these areas tend to be more specialized in their specific markets and may have access to greater resources, which may give them a competitive advantage over us. We cannot assure you that we will succeed in these markets despite our investment of time and funds to address these markets. If we fail to achieve a significant position in these markets, we could fail to realize our intended returns in these investments. Moreover, our competitors who succeed may enjoy increased revenues and profits from an increase in market share in any of these specific markets, and our results and share price could suffer as a result.

Our business and growth could suffer if we are unable to hire and retain key personnel who are in high demand.

We depend upon the continued contributions of our senior management and other key personnel, many of whom are difficult to replace. The loss of the services of any of our executive officers or other key personnel could harm our business. We have experienced recent changes to our directors and senior management. Our future success will also depend on our ability to attract and retain highly skilled technical, managerial, editorial, finance, marketing, sales and customer service employees. Qualified individuals are in high demand, and we may not be able to successfully attract, assimilate or retain the personnel we need to succeed.

Our strategy of acquiring complementary assets, technologies and businesses may fail and may result in equity or earnings dilution.

As part of our business strategy, we have acquired and intend to continue to identify and acquire assets, technologies and businesses that are complementary to our existing business. In January 2003 we acquired Memestar Limited, an MVAS company; in March 2004, we acquired Crillion Corporation, an MVAS company; and in October 2004, we acquired Davidhill, an instant messaging technology platform. Acquired businesses or assets

may not yield the results we expect. In addition, acquisitions could result in the use of substantial amounts of cash, potentially dilutive issuances of equity securities, significant amortization expenses related to intangible assets and exposure to potential unknown liabilities of the acquired business. Moreover, the cost of identifying and consummating acquisitions, and integrating the acquired businesses into ours, may be significant, and the integration of acquired business may be disruptive to our business operations. In addition, we may have to obtain approval from the relevant PRC governmental authorities for the acquisitions and comply with any applicable PRC rules and regulations, which may be costly. In the event our acquisitions are not successful, our financial condition and results of operation may be materially adversely affected.

We may not be able to manage our expanding operations effectively, which could harm our business.

We have expanded rapidly by acquiring companies, entering into joint ventures and forming strategic partnerships. These new businesses, joint ventures and strategic partnerships provide various services such as MVAS, instant messaging and worldwide web search. We anticipate continuous expansion in our business, both through further acquisitions and internal growth, as we address growth in our customer base and market opportunities. In addition, the geographic dispersion of our operations as a result of acquisitions and overall internal growth requires significant management resources that our locally-based competitors do not need to devote to their operations. In order to manage the expected growth of our operations and personnel, we will be required to improve and implement operational and financial systems, procedures and controls, and expand, train and manage our growing employee base. Further, our management will be required to maintain and expand our relationships with various other websites, Internet and other online service providers and other third parties necessary to our business. We cannot assure you that our current and planned personnel, systems, procedures and controls will be adequate to support our future operations. If we are not successful in establishing, maintaining and managing our personnel, systems, procedures and controls, our business will be materially and adversely affected.

Increases in labor costs and the new labor law in the PRC may adversely affect our business and our profitability.

A new labor contract law became effective on January 1, 2008 in the PRC. The new labor contract law imposes stricter requirements in terms of signing labor contracts, paying remuneration, stipulating probation and penalties and dissolving labor contracts. In addition, the *Regulations on Paid Annual Leave for Employees*, which became effective on January 1, 2008, provide that employees who have served more than one year for an employer are entitled to a paid annual leave and employees who waive such vacation at the request of employers shall be compensated by the employer. As a result, our labor costs and future disputes with our employees are expected to increase, which could adversely affect our profitability, business or results of operations.

We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of Internet business and companies, including limitations on our ability to own key assets such as our website.

The Chinese government heavily regulates the Internet sector, including the legality of foreign investment in the Chinese Internet sector, the existence and enforcement of content restrictions on the Internet and the licensing and permit requirements for companies in the Internet industry. Because some of the laws, regulations and legal requirements with regard to the Internet are relatively new and evolving, their interpretation and enforcement involve significant uncertainties. In addition, the Chinese legal system is based on written statutes, so prior court decisions can only be cited for reference but have little precedential value. As a result, in many cases it is difficult to determine what actions or omissions may result in liability. Issues, risks and uncertainties relating to China's government regulation of the Chinese Internet sector include the following:

- We only have contractual control over our website in China; we do not own it due to the restriction of foreign investment in businesses providing value-added telecommunication services, including computer information services, MVAS or electronic mailbox services.
- Uncertainties relating to the regulation of the Internet business in China, including evolving licensing practices, give rise to the risk that permits, licenses or operations at some of our companies may be subject to challenge, which may be disruptive to our business, or subject us to sanctions, requirements to increase capital or other

conditions or enforcement, or compromise enforceability of related contractual arrangements, or have other harmful effects on us. For example, on July 13, 2006, MII issued *The Circular of the Ministry of Information Industry on Intensifying the Administration of Foreign Investment in Value-added Telecommunication Services* (the “MII Circular 2006”). According to the MII Circular 2006, since the FITE Regulation went into effect, some foreign investors have, by means of delegation of domain names and license of trademarks, conspired with domestic value-added telecom enterprises to circumvent the requirements of FITE Regulations and been engaged in value-added telecom services illegally. In order to further intensify the administration of FITEs, the MII Circular 2006 provides that (i) any domain name used by a value-added telecom carrier shall be legally owned by such carrier or its shareholder(s); (ii) any trademark used by a value-added telecom carrier shall be legally owned by the carrier or its shareholder(s); (iii) the operation site and facilities of a value-added telecom carrier shall be installed within the scope as prescribed by operating licenses obtained by the carrier and shall correspond to the value-added telecom services that the carrier has been approved to provide; and (iv) a value-added telecom carrier shall establish or improve the measures of ensuring safety of network information. As to the companies which have obtained operating licenses for value-added telecom services, they are required to conduct self-examination and self-correction according to the said requirements and report the result of such self-examination and self-correction to MII. Accordingly, Beijing SINA Internet Information Service Co., Ltd., a Chinese company controlled by the Company through contractual arrangement (the “ICP Company”) submitted the *Self-Correction Scheme of the ICP Company’s Multi-regional Value-added Telecommunication Business* (the “Self-Correction Scheme”) to MII on November 17, 2006. Under the Self-Correction Scheme, (i) the domain name “www.sina.com.cn” mainly used by the ICP Company shall be transferred from Beijing SINA Information Technology Co., Ltd. (formerly known as Beijing Stone Rich Sight Information Technology Co., Ltd.), one of the Company’s wholly owned subsidiaries (“BSIT”) to the ICP Company, and (ii) the trademark “SINA” (新浪网)

used by the ICP Company shall be transferred from BSIT to the ICP Company. The trademark “SINA” (新浪网)

and domain name “www.sina.com.cn” have been transferred to the ICP Company.

- The numerous and often vague restrictions on acceptable content in China subject us to potential civil and criminal liability, temporary blockage of our website or complete cessation of our website. For example, the State Secrecy Bureau, which is directly responsible for the protection of state secrets of all Chinese government and Chinese Communist Party organizations, is authorized to block any website it deems to be leaking state secrets or failing to meet the relevant regulations relating to the protection of state secrets in the distribution of online information. In addition, the newly amended *Law on Preservation of State Secrets* which will be effective on October 1, 2010 provides that whenever an Internet service provider detects any leakage of state secrets in the distribution of online information, it should stop the distribution of such information and report to the authorities of state security and public security. As per request of the authorities of state security, public security or state secrecy, the Internet service provider should delete any contents on its website that may lead to disclosure of state secrets. Failure to do so on a timely and adequate basis may subject the us to liability and certain penalties given by the State Security Bureau, Ministry of Public Security and/or MII or their respective local counterparts.
- Because the definition and interpretation of prohibited content are in many cases vague and subjective, it is not always possible to determine or predict what and how content might be prohibited under existing restrictions or restrictions that might be imposed in the future. For example, in January 2005, the State Administration of Radio, Film and Television, which regulates radio and television stations in China (“SARFT”), issued a notice prohibiting commercials for MVAS related to “fortune-telling” from airing on radio and television stations, effective February 2005. This notice could also lead to further actions by other Chinese government authorities to prohibit the sale of such fortune-telling related SMS, which could have a material adverse effect on our financial position, results of operations, or cash flows. SARFT or other Chinese governmental authorities may prohibit the marketing of other MVAS via a channel we depend on to generate revenues, which could also have a material adverse effect on our financial position, results of operations or cash flows.
- Certain Chinese governmental authorities have stated publicly that they are in the process of preparing new laws and regulations that will govern Internet activities. The areas of regulation currently include, without limitation, online advertising, online news reporting, online publishing, online education, online gaming, online transmission of audio-visual programs, online health diagnosis and treatment, and the provision of

industry-specific (e.g., drug-related) information over the Internet. Other aspects of our online operations, such as video podcasting or blog services may be subject to regulations in the future. Our operations may not be consistent with these new regulations when they are put into effect. As a result, we could be subject to severe penalties as discussed above, which could have a material adverse effect on our financial position and results of operations and cash flow. For example, effective as of January 31, 2008, the *Administrative Provisions on Internet Audio-visual Program Service* jointly promulgated by SARFT and MII on December 20, 2007 (the “Audio-visual Program Provisions”) stipulate, among others, that any entity engaged in Internet audio-visual program service must obtain a License for Online Transmission of Audio-visual Programs issued by SARFT or register with SARFT; an applicant for engaging in Internet audio-visual program service must be a state-owned entity or a state-controlled entity with full corporate capacity; and the business to be carried out by the applicant must satisfy the overall planning and guidance catalogue for Internet audio-visual program service determined by SARFT. SARFT and MII jointly held a press conference in February 2008 to answer questions with respect to the Audio-visual Program Provisions. In that press conference, SARFT and MII clarified that the websites that existed before the promulgation of the Audio-visual Program Provisions may, once they are registered with SARFT, continue operating audio-visual services so long as those websites have not been in violation of the laws and regulations. It is unclear based on the Audio-visual Program Provisions whether such requirements only apply to the new market entrants for operating Internet audio-visual program service or such requirements apply to both new applicants and entities that have already obtained the License for Online Transmission of Audio-visual Programs.

The Company’s VIEs in China are not state-owned or state-controlled companies, and without the clarification of SARFT and MII made in the above-mentioned press conference they may not be qualified applicants for carrying out Internet audio-visual program services under the Audio-visual Program Provisions. The ICP Company currently holds a License for Online Transmission of Audio-visual Programs issued by SARFT valid through April 16, 2012, showing that the ICP Company has been approved to carry out online transmission service of audio-visual program within such validity term. According to the above-mentioned press conference, the ICP Company is entitled to continue operating its online transmission service of audio-visual program. Notwithstanding the foregoing, considering the requirements set out in the Audio-visual Program Provisions, it is uncertain whether the ICP Company can successfully procure the renewal of the License for Online Transmission of Audio-visual Programs after its expiration. Should any official explanations or implementation rules of the Audio-visual Program Provisions be promulgated by SARFT or MII explicitly forbidding any non-state-controlled entities from engaging in Internet audio-visual program service, SINA may be disqualified from operating online transmission of audio-visual programs after the License for Online Transmission of Audio-visual Programs currently held by the ICP Company expires.

- The governing bodies of China’s mobile industry from time to time issue policies that regulate the business practices relating to MVAS. We cannot predict the timing or substance of such new regulations, which may have a negative impact on our business.
- On September 28, 2009, the General Administration for Press and Publication (“GAPP”, formerly the State Press and Publications Administration (“SPPA”)), the National Copyright Administration and the National Office of Combating Pornography and Illegal Publications jointly published the *Notice Regarding the Consistent Implementation of the “Stipulations on ‘Three Provisions’ of the State Council and the Relevant Interpretations of the State Commission Office for Public Sector Reform and the Further Strengthening of the Administration of Pre-examination and Approval of Internet Games and the Examination and Approval of Imported Internet Games”* (“Circular 13”). Circular 13 expressly prohibits foreign investors from participating in Internet game operating business via wholly owned, equity joint venture or cooperative joint venture investments in China, and from controlling and participating in such businesses directly or indirectly through contractual or technical support arrangements. It is not clear yet as to whether other PRC government authorities, such as the MOFCOM, MII will support GAPP to enforce the prohibition of the VIE model that Circular 13 contemplates.

The interpretation and application of existing Chinese laws, regulations and policies, the stated positions of MII and possible new laws, regulations or policies have created substantial uncertainties regarding the legality of

existing and future foreign investments in, and the businesses and activities of, Internet businesses in China, including our business. See “*Government Regulation and Legal Uncertainties*” below for more details.

In order to comply with PRC regulatory requirements, we operate our main businesses through companies with which we have contractual relationships but in which we do not have controlling ownership. If the PRC government determines that our agreements with these companies are not in compliance with applicable regulations, our business in the PRC could be adversely affected.

The Chinese government restricts foreign investment in Internet-related and MVAS businesses, including Internet access, distribution of content over the Internet and MVAS. Accordingly, we operate our Internet-related and MVAS businesses in China through several VIEs that are PRC domestic companies owned principally or completely by certain of our PRC employees or PRC employees of our directly-owned subsidiaries. We control these companies and operate these businesses through contractual arrangements with the respective companies and their individual owners, but we have no equity control over these companies. Such restrictions and arrangements are prevalent in other PRC companies we have acquired. See “*Item 4.C. Organizational Structure.*”

We cannot be sure that the PRC government would view our operating arrangements to be in compliance with PRC licensing, registration or other regulatory requirements, including without limitation the requirements described in the MII Circular 2006, with existing policies or with requirements or policies that may be adopted in the future. If we are determined not to be in compliance, the PRC government could levy fines, revoke our business and operating licenses, require us to discontinue or restrict our operations, restrict our right to collect revenues, block our website, require us to restructure our business, corporate structure or operations, impose additional conditions or requirements with which we may not be able to comply, impose restrictions on our business operations or on our customers, or take other regulatory or enforcement actions against us that could be harmful to our business. We may also encounter difficulties in obtaining performance under or enforcement of related contracts.

We rely on contractual arrangements with our VIEs for our China operations, which may not be as effective in providing control over these entities as direct ownership.

Because PRC regulations restrict our ability to provide Internet content and MVAS directly in China, we are dependent on our VIEs in which we have little or no equity ownership interest and must rely on contractual arrangements to control and operate these businesses. These contractual arrangements may not be as effective in providing control over these entities as direct ownership. For example, the VIEs could fail to take actions required for our business or fail to maintain our China websites despite their contractual obligation to do so. These companies are able to transact business with parties not affiliated with us. If these companies fail to perform under their agreements with us, we may have to rely on legal remedies under Chinese law, which we cannot be sure would be available. In addition, we cannot be certain that the individual equity owners of the VIEs would always act in the best interests of SINA, especially if they leave SINA.

Substantially all profits generated from our VIEs are paid to our subsidiaries in China through related party transactions under contractual agreements. We believe that the terms of these contractual agreements are in compliance with the laws in China. Due to the uncertainties surrounding the interpretation of the transfer pricing rules relating to related party transactions in China, it is possible that in the future tax authorities in China may challenge the prices that we have used for related party transactions among our entities in China. In the event the tax authorities challenge our VIE structure, we may be forced to restructure our business operation, which could have a material adverse effect on our business.

Even if we are in compliance with Chinese governmental regulations relating to licensing and foreign investment prohibitions, the Chinese government may prevent us from advertising or distributing content that it believes is inappropriate and we may be liable for such content or we may have to stop profiting from such content.

China has enacted regulations governing Internet access and the distribution of news and other information. In the past, the Chinese government has stopped the distribution of information over the Internet or through MVAS that

it believes to violate Chinese law, including content that it believes is obscene, incites violence, endangers national security, is contrary to the national interest or is defamatory. In addition, we may not publish certain news items, such as news relating to national security, without permission from the Chinese government. Furthermore, the Ministry of Public Security has the authority to cause any local Internet service provider to block any websites maintained outside China at its sole discretion. Even if we comply with Chinese governmental regulations relating to licensing and foreign investment prohibitions, if the Chinese government were to take any action to limit or prohibit the distribution of information through our network or via our MVAS, or to limit or regulate any current or future content or services available to users on our network, our business could be significantly harmed.

Because the definition and interpretation of prohibited content is in many cases vague and subjective, it is not always possible to determine or predict what and how content might be prohibited under existing restrictions or restrictions that might be imposed in the future. At the end of July 2004, our IVR service was temporarily terminated by China Mobile for violating certain operating procedures. One of the violations cited in the notice for temporary termination was that we had provided inappropriate content to our mobile subscribers through our IVR service. We are not sure whether operators including China Mobile and China Unicom or the Chinese government will find our other mobile content inappropriate and therefore prevent us from operating the MVAS relating to such content in the future. If they prevent us from offering such services, our profit from MVAS will suffer.

In January 2005, SARFT, which regulates radio and television stations in China, issued a notice prohibiting commercials for MVAS related to “fortune-telling” from airing on radio and television stations effective in February 2005. SARFT or other Chinese government authorities may prohibit the marketing of other MVAS via a channel we depend on to generate revenues, which could have a material adverse effect on our financial position, results of operations or cash flows.

We are also subject to potential liability for content on our websites that is deemed inappropriate and for any unlawful actions of our subscribers and other users of our systems. Furthermore, we are required to delete content that clearly violates the laws of China and report content that we suspect may violate Chinese law. It is difficult to determine the type of content that may result in liability for us, and if we are wrong, we may be prevented from operating our websites.

We may not be able to adequately protect our intellectual property, which could cause us to be less competitive.

We rely on a combination of copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy or otherwise obtain and use our technology. Monitoring unauthorized use of our products is difficult and costly, and we cannot be certain that the steps we have taken will prevent misappropriation of our technology, particularly in foreign countries where the laws may not protect our proprietary rights as fully as in the United States. From time to time, we may have to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of our resources.

We may be exposed to infringement claims by third parties, which, if successful, could cause us to pay significant damage awards.

Third parties may initiate litigation against us alleging infringement of their proprietary rights. In the event of a successful claim of infringement and our failure or inability to develop non-infringing technology or license the infringed or similar technology on a timely basis, our business could be harmed. In addition, even if we are able to license the infringed or similar technology, license fees could be substantial and may adversely affect our results of operations.

The high cost of Internet access could hinder the growth of Internet users in China and thus hamper the expansion of our user base.

The cost of Internet access might prevent some users from accessing the Internet and thus cause the growth of Internet users to decelerate. Such deceleration may adversely affect our ability to continue to expand our user base and increase our attractiveness to online advertisers.

If we fail to scale our systems proportionally with the growing Internet population in China, our website traffic growth could be adversely affected.

The website traffic in China has experienced significant growth during the past few years. If we were unable to increase our online content and service delivering capacity accordingly, we might not be able to continuously grow our website traffic.

Our operations could be disrupted by unexpected network interruptions caused by system failures, natural disasters or unauthorized tampering with our systems.

The continual accessibility of websites and the performance and reliability of our network infrastructure are critical to our reputation and our ability to attract and retain users, advertisers and merchants. Any system failure or performance inadequacy that causes interruptions in the availability of our services or increases the response time of our services could reduce our appeal to advertisers and consumers. Factors that could significantly disrupt our operations include: system failures and outages caused by fire, floods, earthquakes, power loss, telecommunications failures and similar events; software errors; computer viruses, break-ins and similar disruptions from unauthorized tampering with our computer systems; and security breaches related to the storage and transmission of proprietary information, such as credit card numbers or other personal information.

We have limited backup systems and redundancy. In the past, we experienced an unauthorized tampering of the mail server of our China websites which briefly disrupted our operations. Future disruptions or any of the foregoing factors could damage our reputation, require us to expend significant capital and other resources and expose us to a risk of loss or litigation and possible liability. We do not carry sufficient business interruption insurance to compensate for losses that may occur as a result of any of these events. Accordingly, our revenues and results of operations may be adversely affected if any of the above disruptions should occur.

We have contracted with third parties to provide content and services for our portal network and we may lose users and revenue if these arrangements are terminated.

We have arrangements with a number of third parties to provide content and services to our websites. In the area of content, we have relied and will continue to rely almost exclusively on third parties for content that we publish under the SINA brand. Although no single third-party content provider is critical to our operations, if these parties fail to develop and maintain high-quality and successful media properties, or if a large number of our existing relationships are terminated, we could lose users and advertisers and our brand could be harmed. We have recently experienced fee increases from some of our content providers. If this trend continues, our gross profit from online advertising may be adversely affected. In addition, the Chinese government has the ability to restrict or prevent state-owned media from cooperating with us in providing certain content to us, which will result in a significant decrease of the amount of content we can publish on our websites. We may lose users if the Chinese government chooses to restrict or prevent state-owned media from cooperating with us, in which case our revenues will be impacted negatively.

In the area of web-based services, we have contracted with third-party content providers for integrated web search technology to complement our directory and navigational guide, and with various third-party providers for our principal Internet connections. If we experience significant interruptions or delays in service, or if these agreements terminate or expire, we may incur additional costs to develop or secure replacement services and our relationship with our users could be harmed.

A substantial part of our non-advertising revenues is generated through MVAS where we depend on mobile network operators for services delivery and payment collection. If we are unable to continue these arrangements, our MVAS could be severely disrupted or discontinued. Furthermore, we are highly dependent on these mobile service providers for our profitability in that they can choose to increase their service fees at will.

We depend on a third party's proprietary and licensed advertising serving technology to deliver advertisements to our network. If the third party fails to continue to support its technology or if its services fail to meet the advertising needs of our customers and we cannot find an alternative solution on a timely basis, our advertising revenues could decline.

Concerns about the security of e-commerce transactions and confidentiality of information on the Internet may reduce use of our network and impede our growth.

A significant barrier to e-commerce and communications over the Internet in general has been a public concern over security and privacy, especially the transmission of confidential information. If these concerns are not adequately addressed, they may inhibit the growth of the Internet and other online services generally, especially as a means of conducting commercial transactions. If a well-publicized Internet breach of security were to occur, general Internet usage could decline, which could reduce traffic to our destination sites and impede our growth.

The law of the Internet remains largely unsettled, which subjects our business to legal uncertainties that could harm our business.

Due to the increasing popularity and use of the Internet and other online services, it is possible that a number of laws and regulations may be adopted with respect to the Internet or other online services covering issues such as user privacy, pricing, content, copyrights, distribution, antitrust and characteristics and quality of products and services. Furthermore, the growth and development of the market for e-commerce may prompt calls for more stringent consumer protection laws that may impose additional burdens on companies conducting business online. The adoption of additional laws or regulations may decrease the growth of the Internet or other online services, which could, in turn, decrease the demand for our products and services and increase our cost of doing business.

Moreover, the applicability to the Internet and other online services of existing laws in various jurisdictions governing issues such as property ownership, sales and other taxes, libel and personal privacy is uncertain and may take years to resolve. For example, new tax regulations may subject us or our customers to additional sales and income taxes. Any new legislation or regulation, the application of laws and regulations from jurisdictions whose laws do not currently apply to our business, or the application of existing laws and regulations to the Internet and other online services could significantly disrupt our operations or subject us to penalties.

We may be subject to claims based on the content we provide over our network and the products and services sold on our network, which, if successful, could cause us to pay significant damage awards.

As a publisher and distributor of content and a provider of services over the Internet, we face potential liability for defamation, negligence, copyright, patent or trademark infringement and other claims based on the nature and content of the materials that we publish or distribute; the selection of listings that are accessible through our branded products and media properties, or through content and materials that may be posted by users in our classifieds, message board, chat room services, micro-blog, blog, video podcasting and other areas on our websites; losses incurred in reliance on any erroneous information published by us, such as stock quotes, analyst estimates or other trading information; unsolicited email, lost or misdirected messages, illegal or fraudulent use of email or interruptions or delays in email service; and product liability, warranty and similar claims to be asserted against us by end users who purchase goods and services through SINAMall and any future e-commerce services we may offer.

We may incur significant costs in investigating and defending any potential claims, even if they do not result in liability. Although we carry general liability insurance, our insurance may not cover potential claims of this type and may not be adequate to indemnify us against all potential liabilities.

We may be subject to litigation for user-generated content provided on our websites, which may be time-consuming to defend.

User-generated content (UGC) has become an important source of content to draw traffic to our website. Our UGC platforms, including micro-blog, blog, video podcasting and album, are open to the public for posting. Although we have required our users to post only decent and unobtrusive materials and have set up screening procedures, a third party may still find UGC postings on our website offensive and take action against us in connection with the posting of such information. As with other companies who provide UGC on their websites, we have had to deal with such claims in the past and anticipate that such claims will increase as UGC becomes more popular in China. Any such claim, with or without merit, could be time-consuming and costly to defend, and may result in litigation and divert management's attention and resources.

We may have to register our encryption software with Chinese regulatory authorities, and if they request that we change our encryption software, our business operations could be disrupted as we develop or license replacement software.

Pursuant to the *Regulations for the Administration of Commercial Encryption* promulgated at the end of 1999, foreign and domestic Chinese companies operating in China are required to seek approval from the Office of the State for Cipher Code Administration (“OSCCA”), the Chinese encryption regulatory authority, for the commercial cipher code products they use; companies operating in China are allowed to use only commercial cipher code products approved by OSCCA and are prohibited to use self-developed or imported cipher code products without approval. In addition, all cipher code products shall be produced by those producers appointed and approved by OSCCA. In December 2005, OSCCA further released a series of rules, effective January 1, 2006, regulating many aspects of commercial cipher code products in detail, including development, production and sales.

Because these regulations do not specify what constitutes a cipher code product, we are unsure as to whether or how they apply to us and the encryption software we utilize. We may be required to register, or apply for permits with OSCCA for, our current or future encryption software. If Chinese regulatory authorities request that we register our encryption software or change our current encryption software to an approved cipher code product produced by an appointed producer, it could disrupt our business operations.

Privacy concerns may prevent us from selling demographically targeted advertising in the future and make us less attractive to advertisers.

We collect personal data from our user base in order to better understand our users and their needs and to help our advertisers target specific demographic groups. If privacy concerns or regulatory restrictions prevent us from selling demographically targeted advertising, we may become less attractive to advertisers. For example, as part of our future advertisement delivery system, we may integrate user information such as advertisement response rate, name, address, age or email address, with third-party databases to generate comprehensive demographic profiles for individual users. In Hong Kong, however, we would be in violation of the *Hong Kong Personal Data Ordinance* unless individual users expressly consented to this integration of their personal information. The ordinance provides that an Internet company may not collect information about its users, analyze the information for a profile of the user’s interests and sell or transmit the profiles to third parties for direct marketing purposes without the user’s consent. If we are unable to construct demographic profiles of Internet users because they refuse to give consent, we will be less attractive to advertisers and our business could suffer.

We must rely on the Chinese government to develop China’s Internet infrastructure and, if it does not develop this infrastructure, our ability to grow our business could be hindered.

The telecommunications infrastructure in China is not well developed. Although private sector ISPs exists in China, almost all access to the Internet is accomplished through ChinaNet, China’s primary commercial network, which is owned and operated by China Telecom under the administrative control and regulatory supervision of MII. Although the Chinese government has announced plans to aggressively develop the national information infrastructure, we cannot assure you that this infrastructure will be timely developed. We have experienced slower response time and suffered outages in the past due to equipment and software downtime as well as bandwidth issues with operators. Although these instances have not had a material adverse effect on the Company’s business, such instances could have a material impact on its business in the future. In addition, we have no guarantee that we will have access to alternative networks and services in the event of any disruption or failure. If the necessary infrastructure standards or protocols or complementary products, services or facilities are not timely developed by the Chinese government, the growth of our business could be hindered.

Political and economic conditions in Greater China and the rest of Asia are unpredictable and may disrupt our operations if these conditions become unfavorable to our business.

We expect to derive a substantial percentage of our revenues from the Greater China market. Changes in political or economic conditions in the region are difficult to predict and could adversely affect our operations or cause the Greater China market to become less attractive to advertisers, which could reduce our revenues. We maintain a strong local identity and presence in each of the regions in the Greater China market and we cannot be

sure that we will be able to effectively maintain this local identity if political conditions were to change. The growth rate of the Chinese economy, and neighboring economies, slowed significantly in the wake of the global financial crisis. It is uncertain how long the global financial crisis will last and how much impact it will have on the Chinese and neighboring economies. If declining economic growth rates persist in these countries, expenditures for Internet access, infrastructure improvements, advertising and MVAS could decrease, which could have a significant adverse effect on our business and our profitability.

Economic reforms in the region could also affect our business in ways that are difficult to predict. For example, since the late 1970s, the Chinese government has been reforming the Chinese economic system to emphasize enterprise autonomy and the utilization of market mechanisms. Although we believe that these reform measures have had a positive effect on the economic development in China, we cannot be sure that they will be effective or that they will benefit our business.

Future outbreaks of Severe Acute Respiratory Syndrome (“SARS”), H1N1 flu (“Swine flu”), Avian flu or other widespread public health problems could adversely affect our business.

Future outbreaks of SARS, Swine flu, Avian flu or other widespread public health problems in China and surrounding areas, where most of our employees work, could negatively impact our business in ways that are hard to predict. Prior experience with the SARS virus suggests that a future outbreak of SARS, Swine flu, Avian flu or other widespread public health problems may lead public health authorities to enforce quarantines, which could result in closures of some of our offices and other disruptions of our operations. A future outbreak of SARS, Swine flu, Avian flu or other widespread public health problems could result in the reduction of our advertising and fee-based revenues.

We have limited business insurance coverage.

The insurance industry in China is still young and the business insurance products offered in China are limited. We do not have any business liability or disruption insurance coverage for our operations. Any business disruption, litigation or natural disaster may cause us to incur substantial costs and divert our resources.

Our significant amount of deposits in certain banks in China may be at risk if these banks go bankrupt or otherwise not have the liquidity to pay us during our deposit period.

As of December 31, 2009, we had approximately \$331.5 million in cash and bank deposits, such as time deposits (with terms generally up to twelve months) and bank notes, with large domestic banks in China. The remaining cash, cash equivalents and short-term investments were held by financial institutions in Hong Kong and the United States. The terms of these deposits are, in general, up to twelve months. Historically, deposits in Chinese banks are secure due to the state policy on protecting depositors’ interests. However, China promulgated a new Bankruptcy Law in August 2006, which came into effect on June 1, 2007, which contains a separate article expressly stating that the State Council may promulgate implementation measures for the bankruptcy of Chinese banks based on the Bankruptcy Law. Under the new Bankruptcy Law, a Chinese bank may go bankrupt. In addition, since China’s concession to the World Trade Organization (“WTO”), foreign banks have been gradually permitted to operate in China and have been strong competitors against Chinese banks in many aspects, especially since the opening of renminbi business to foreign banks in late 2006. Therefore, the risk of bankruptcy of those Chinese banks in which we have deposits has increased. In the event of bankruptcy of any one of the banks which holds our deposits, we are unlikely to claim our deposits back in full since we are unlikely to be classified as a secured creditor based on PRC laws.

If tax benefits available to us in China are reduced or repealed, our results of operations could suffer significantly and your investment in our shares may be adversely affected.

We are incorporated in the Cayman Islands where no income taxes are imposed for business operated outside of the Cayman Islands. We have operations in four tax jurisdictions including China, the U.S., Hong Kong and Taiwan. For the U.S., Hong Kong and Taiwan, we have incurred net accumulated operating losses for income tax purposes. We believe that it is more likely than not that these net accumulated operating losses will not be utilized to offset taxable income in the future and hence we have not recognized income tax benefits for these locations. We do not expect that we will record any income tax provisions for our operations in the U.S., Hong Kong and Taiwan in the foreseeable future.

We generated substantially all our net income from our China operations. Our China operations are conducted through various subsidiaries and VIEs.

Due to our operation and tax structures in the PRC, we have entered into technical and other service agreements between our directly-owned subsidiaries and our VIEs in the PRC. We incur a business tax of up to 5% when our directly-owned subsidiaries receive the fees from the VIEs pursuant to such service agreements, which we include in our operating expenses as the cost of transferring economic benefit generated from these VIEs. Due to the uncertainties surrounding the interpretation of the tax transfer pricing rules relating to related party transactions in the PRC, it is possible that tax authorities in the PRC might in the future challenge the transfer prices that we used for the related party transactions among our entities in the PRC.

Beginning January 1, 2008, the new Enterprise Income Tax Law (the “EIT Law”) and the Implementing Rules of the EIT Law (the “Implementing Rules”) approved by the State Council became effective in China, which require, among other things, enterprises in China to submit their annual enterprise income tax returns together with a report on transactions with their affiliates to the relevant tax authorities. The EIT law and the Implementing Rules emphasize the arm’s length basis for transactions between related entities. If PRC tax authorities were to determine that our transfer pricing structure were not on an arm’s length basis and therefore constitute a favorable transfer pricing, they could request that our VIEs adjust their taxable income upward for PRC tax purposes. Such a pricing adjustment may not reduce the tax expenses of our subsidiaries but could adversely affect us by increasing our VIEs’ tax expenses, which could subject our VIEs to late payment fees and other penalties for underpayment of taxes, and/or could result in the loss of tax benefits available to our subsidiaries in China.

The EIT Law supplemented by the Implementing Rules supersedes the previous Income Tax Law (the “Previous IT Law”) and unifies the enterprise income tax rate for foreign-invested enterprises (“FIEs”) and domestic enterprises at 25%. High and new technology enterprises will continue to enjoy a preferential tax rate of 15%, but must meet the criteria defined under the EIT Law and related regulations. The EIT Law provides for a five-year transitional period for certain entities that enjoyed a favorable income tax rate of less than 25% and/or a preferential tax holiday under the Previous IT Law and was established before March 16, 2007, during which period the applicable enterprises income tax rate shall gradually increase to 25%. In addition, the EIT Law provides grandfather treatment for high and new technology enterprises that received special tax holidays under the Previous IT Law, which allows them to continue to enjoy their tax holidays until expiration provided that specific conditions are met. In December 2009, three of our subsidiaries in China were qualified as high and new technology enterprises under the EIT Law. In addition, certain VIEs in China enjoy a favorable income tax rate of less than 25%. According to the EIT Law and the Administration Measures for Recognition of High and new Technology Enterprises, which was jointly promulgated by the Ministry of Science & Technology, the Ministry of Finance, and the State Administration of Taxation on April 14, 2008, the high and new technology enterprise status of our three subsidiaries is subject to an annual review and may be overturned by the Municipal Science & Technology Commission in the future. The EIT Law is relatively new and implementation practices are still being defined. If tax benefits available to us as high and new technology enterprises in China are reduced or repealed, our net effective tax rate may increase to as high as 25%.

The EIT Law also provides that enterprises established under the laws of foreign countries or regions but whose “de facto management body” is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely defines the location of the “de facto management body” as “the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located.” Based on a review of surrounding facts and circumstances, we do not believe that it is likely that our operations outside the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history of the EIT Law, if SINA is treated as a resident enterprise for PRC tax purposes, we will be subject to PRC tax on worldwide income at a uniform tax rate of 25% retroactive to January 1, 2008.

We may incur a significant withholding tax should we decide to distribute earnings made on or after January 1, 2008, outside of the PRC.

The EIT Law imposes a 10% withholding income tax on dividends generated on or after January 1, 2008 and distributed by a resident enterprise to its foreign investors, if such foreign investors are considered as non-resident enterprise without any establishment or place within China or if the received dividends have no connection with such foreign investors' establishment or place within China, unless such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Such withholding income tax was exempted under the Previous IT Law. The Cayman Islands, where we are incorporated, does not have such tax treaty with China. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE to its foreign investors in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). A majority of our subsidiaries in China are directly invested and held by Hong Kong registered entities. If we are regarded as a non-resident enterprise and our Hong Kong entities are regarded as resident enterprises, then our Hong Kong entities may be required to pay a 10% withholding tax on any dividends payable to us. If our Hong Kong entities are regarded as non-resident enterprises, then our subsidiaries in China will be required to pay a 5% withholding tax for any dividends payable to our Hong Kong entities provided that specific conditions are met. In either case, the amount of funds available to us, including the payment of dividends to our shareholders, could be materially reduced. In addition, because there remains uncertainty regarding the concept of "the place of de facto management body," if we are regarded as a PRC resident enterprise, under the EIT Law, any dividends to be distributed by us to our non-PRC shareholders will be subject to PRC withholding tax. We also cannot guarantee that any gains realized by such non-PRC shareholders from the transfer of our shares will not be subject to PRC withholding tax. If we are required under the EIT Law to withhold PRC income tax on our dividends payable to our non-PRC shareholders or any gains realized by our non-PRC shareholders from transfer of the shares, their investment in our shares may be materially and adversely affected. The current policy approved by our Board allows us to distribute PRC earnings offshore only if we do not have to pay a dividend tax. Such policy may require us to reinvest all earnings made since 2008 onshore indefinitely or be subject to a significant withholding tax should our policy change to allow for earnings distribution offshore.

We may be subject to a significant withholding tax should equity transfers by our non-China tax resident enterprises be determined to have been done without a reasonable business purpose.

In December 2009, the State Administration of Tax in China issued a circular on strengthening the management of proceeds from equity transfers by non-China tax resident enterprises and requires foreign entities to report indirect sales of China tax resident enterprises. If the existence of the overseas intermediary holding company is disregarded due to lack of reasonable business purpose or substance, gains on such sale are subject to PRC withholding tax.

We believe that there was reasonable business purpose for the merger of COHT with CRIC, which was to realize the business synergy created by the merger to form a real estate information services platform both online and offline with diversified revenue streams, serving both real estate businesses and consumers. The merger of COHT with CRIC was made with the intent to vertically integrate the selling of real estate data and consulting services (B2B) with online advertising (B2C) and to leverage the strength of CRIC's offline resources with SINA online strengths. Together, COHT and CRIC became a real estate information, consulting and advertising space in China. The subsequent initial public offering allowed the combined company to raise additional capital to fund its future growth. Due to limited guidance and implementation history of the new circular, significant judgment is required in the determination of a reasonable business purpose for an equity transfer by our non-China tax resident entity by considering factors, including but not limited to, the form and substance of the arrangement, time of establishment of the foreign entity, relationship between each step of the arrangement, relationship between each component of the arrangement, implementation of the arrangement and the changes in the financial position of all parties involved in the transaction. Although we believe that it is more likely than not the said transaction would be determined as one with a reasonable business purpose, should this not be the case, we would be subject to a

significant withholding tax that could materially and adversely impact our financial position, results of operations and cash flows.

Restrictions on paying dividends or making other payments to us bind our subsidiaries and VIEs in China.

We are a holding company and do not have any assets or conduct any business operations in China other than our investments in our entities in China, including SINA.com Technology (China) Co., Ltd. (“STC”), SINA Technology (China) Co., Ltd. (“SNTC”), Beijing New Media Information Technology Co. Ltd., Beijing SINA Advertising Co. Ltd., SINA (Shanghai) Management Co. Ltd., Shanghai SINA Advertising Co. Ltd., Fayco Network Technology Development (Shenzhen) Co. Ltd., and our VIEs. As a result, if our non-China operations require cash from China, we would depend on dividend payments from our subsidiaries in China for our revenues after they receive payments from our VIEs in China under various services and other arrangements. We cannot make any assurance that our subsidiaries in China can continue to receive the payments as arranged under our contracts with those VIEs. To the extent that these VIEs have undistributed after-tax net income, we have to pay tax on behalf of the employees when we try to distribute the dividend from these local entities in the future. Such withholding individual income tax rate is 20%. In addition, under Chinese law, our subsidiaries are only allowed to pay dividends to us out of their distributable earnings, if any, as determined in accordance with Chinese accounting standards and regulations. Moreover, our Chinese subsidiaries are required to set aside at least 10% of their respective after-tax profit each year, if any, to fund certain mandated reserve funds, unless these reserves have reached 50% of their registered capital. These reserve funds are not payable or distributable as cash dividends.

The Chinese government also imposes controls on the convertibility of renminbi into foreign currencies and the remittance of currency out of China in certain cases. We have experienced and may continue to experience difficulties in completing the administrative procedures necessary to obtain and remit foreign currency. See *“Currency fluctuations and restrictions on currency exchange may adversely affect our business, including limiting our ability to convert Chinese renminbi into foreign currencies and, if Chinese renminbi were to decline in value, reducing our revenues and profits in U.S. dollar terms.”* If we or any of our subsidiaries are unable to receive all of the revenues from our operations through these contractual or dividend arrangements, we may be unable to effectively finance our operations or pay dividends on our ordinary shares.

Currency fluctuations and restrictions on currency exchange may adversely affect our business, including limiting our ability to convert Chinese renminbi into foreign currencies and, if Chinese renminbi were to decline in value, reducing our revenues and profits in U.S. dollar terms.

Our reporting currency is the U.S. dollar and our operations in China, Hong Kong, Taiwan use their respective local currencies as their functional currencies. The majority of our revenues derived and expenses incurred are in Chinese renminbi with a relatively small amount in New Taiwan dollars, Hong Kong dollars and U.S. dollars. We are subject to the effects of exchange rate fluctuations with respect to any of these currencies. For example, the value of the renminbi depends to a large extent on Chinese government policies and China’s domestic and international economic and political developments, as well as supply and demand in the local market. Starting July 2005, the Chinese government changed its policy of pegging the value of Chinese renminbi to the U.S. dollar. Under the new policy, Chinese renminbi has fluctuated within a narrow and managed band against a basket of certain foreign currencies. As a result of this policy change, Chinese renminbi appreciated approximately 6.5%, 6.4% and less than 1.0% against the U.S. dollar in 2007, 2008 and 2009, respectively. It is possible that the Chinese government will adopt a more flexible currency policy, which could result in more significant fluctuations of Chinese renminbi against the U.S. dollar. We can offer no assurance that Chinese renminbi or any other foreign currency will be stable against the U.S. dollar.

The income statements of our China, Hong Kong and Taiwan operations are translated into U.S. dollars at the average exchange rates in each applicable period. To the extent the U.S. dollar strengthens against foreign currencies, the translation of these foreign currency denominated transactions results in reduced revenues, operating expenses and net income for our international operations. Similarly, to the extent the U.S. dollar weakens against foreign currencies, the translation of Chinese renminbi, Hong Kong Dollar and New Taiwan Dollar denominated transactions results in increased revenues, operating expenses and net income for our international

operations. We are also exposed to foreign exchange rate fluctuations as we convert the financial statements of our foreign subsidiaries into U.S. dollars in consolidation. If there is a change in foreign currency exchange rates, the conversion of the foreign subsidiaries' financial statements into U.S. dollars will lead to a translation gain or loss which is recorded as a component of other comprehensive income. In addition, we have certain assets and liabilities that are denominated in currencies other than the relevant entity's functional currency. Changes in the functional currency value of these assets and liabilities create fluctuations that will lead to a transaction gain or loss. We have not entered into agreements or purchased instruments to hedge our exchange rate risks, although we may do so in the future. The availability and effectiveness of any hedging transaction may be limited and we may not be able to successfully hedge our exchange rate risks.

Although Chinese governmental policies were introduced in 1996 to allow the convertibility of Chinese renminbi into foreign currency for current account items, conversion of Chinese renminbi into foreign exchange for most of the capital items, such as foreign direct investment, loans or securities, requires the approval of the State Administration of Foreign Exchange, or SAFE. These approvals, however, do not guarantee the availability of foreign currency. We cannot be sure that we will be able to obtain all required conversion approvals for our operations or that Chinese regulatory authorities will not impose greater restrictions on the convertibility of Chinese renminbi in the future. Because a significant amount of our future revenues may be in the form of Chinese renminbi, our inability to obtain the requisite approvals or any future restrictions on currency exchanges could limit our ability to utilize revenue generated in Chinese renminbi to fund our business activities outside China, or to repay non-renminbi-denominated obligations, including our debt obligations, which would have a material adverse effect on our financial condition and results of operation.

We have \$99 million of zero-coupon, convertible, subordinated notes due 2023, or possibly earlier upon a change of control, which we may not be able to repay in cash and could result in dilution of our basic earnings per share.

In July 2003, we issued \$100 million of zero coupon convertible subordinated notes due July 15, 2023. As of December 31, 2009, the outstanding balance of our convertible notes was \$99 million. On July 15 annually from 2007 to 2013, and on July 15, 2018, or upon a change of control, holders of the notes may require us to repurchase all or a portion of the notes for cash. In addition, each \$1,000 principal amount of the notes is convertible into 38.7741 shares of our ordinary shares prior to July 15, 2023 if the sale price of our ordinary shares issuable upon conversion of the notes reaches a specified threshold or specified corporate transactions have occurred. One of the conditions for conversion of the notes to SINA ordinary shares is that the market price of SINA ordinary shares reaches a specified threshold for a defined period of time. The specified thresholds are (i) during the period from issuance to July 15, 2022, if the sale price of SINA ordinary shares, for each of any five consecutive trading days in the immediately preceding fiscal quarter, exceeds 115% of the conversion price per ordinary share, and (ii) during the period from July 15, 2022 to July 15, 2023, if the sale price of SINA ordinary shares on the previous trading day is more than 115% of the conversion price per ordinary share. For the three months ended March 31, 2010, the sale price of SINA ordinary shares exceeded the threshold set forth in item (i) above for the required period of time. Therefore, the notes are convertible into SINA ordinary shares during the three months ending June 30, 2010. Upon a conversion, we may choose to pay the purchase price of the notes in cash, ordinary shares, or a combination of cash and ordinary shares. We may not have enough cash on hand or have the ability to access cash to pay the notes if holders ask for repayment on the various put dates, or upon a change of control, or at maturity. In addition, the purchase of our notes with our ordinary shares or the conversion of the notes into our ordinary shares could result in dilution of our basic earnings per share.

Changes to accounting pronouncements or taxation rules or practices may adversely affect our reported results of operations or how we conduct our business.

A change in accounting pronouncements or taxation rules or practices can have a significant effect on our reported results and may even affect our reporting of transactions completed before the change is effective. For example, we adopted accounting guidance on stock-based compensation starting January 1, 2006. This guidance requires us to measure compensation costs for all share-based compensation at fair value and take compensation charges equal to that value. The method that we use to determine the fair value of share options is based upon,

among other things, the volatility of our ordinary shares. The method that we use to determine the fair value of restricted share units is based upon the market price of our ordinary shares on the date of the grant. The price of our ordinary shares has historically been volatile. Therefore, the requirement to measure compensation costs for all share-based compensation under this guidance could negatively affect our profitability and the trading price of our ordinary shares. This guidance and the impact of expensing on our reported results could also limit our ability to continue to use share options or other share-based instruments as an incentive and retention tool, which could, in turn, hurt our ability to recruit employees and retain existing employees. Other new accounting pronouncements or taxation rules, such as accounting guidance on uncertain tax positions, the EIT Law in China which was effective January 1, 2008, and various interpretations of accounting pronouncement or taxation practice have been adopted and may be adopted in the future. These accounting standard and tax regulation changes, future changes and the uncertainties surrounding current practices and implementation procedures may adversely affect our reported financial results or the way we conduct our business.

We may be required to record a significant charge to earnings if we are required to reassess our goodwill or other amortizable intangible assets arising from acquisitions.

We are required under GAAP to review our amortizable intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. Goodwill is required to be tested for impairment annually, or more frequently, if facts and circumstances warrant a review. Factors that may be considered a change in circumstances indicating that the carrying value of our amortizable intangible assets may not be recoverable include a decline in stock price and market capitalization and slower or declining growth rates in our industry. We may be required to record a significant charge to earnings in our financial statements during the period in which any impairment of our goodwill or amortizable intangible assets is determined.

Prior to 2008, our MVAS business had been on a continuous decline in recent years. We used a blended market and income approach for the assessment of mobile goodwill and the assumptions used were based on the information available to us at the time. Further decline in the performance of our mobile operations, in the price over earnings multiples of our peers in the MVAS industry and other factors may require us to record a significant charge to earnings if an impairment is determined at a future date. As of December 31, 2009, goodwill related to our MVAS operation was approximately \$68.9 million.

As of December 31, 2009, other goodwill and intangible assets were approximately \$18.8 million. Exacerbated by the global financial crisis, our stock price has been volatile in the past year. The closing price of our stock price as of December 31, 2009 was \$45.18. A significant decline in the performance of our business or our stock price may result in a material impairment charge to earnings.

While we believe that we currently have adequate internal control procedures in place, we are still exposed to potential risks from legislation requiring companies to evaluate controls under Section 404 of the Sarbanes-Oxley Act of 2002.

Under the supervision and with the participation of our management, we have evaluated our internal controls systems in order to allow management to report on, and our registered independent public accounting firm to attest to, our internal controls, as required by Section 404 of the Sarbanes-Oxley Act. We have performed the system and process evaluation and testing required in an effort to comply with the management certification and auditor attestation requirements of Section 404. As a result, we have incurred additional expenses and a diversion of management's time. If we are not able to continue to meet the requirements of Section 404 in a timely manner or with adequate compliance, we might be subject to sanctions or investigation by regulatory authorities, such as the SEC or the NASDAQ. Any such action could adversely affect our financial results and the market price of our ordinary shares.

Our stock price has been historically volatile and may continue to be volatile, which may make it more difficult for you to resell shares when you want at prices you find attractive.

The trading price of our ordinary shares has been and may continue to be subject to considerable daily fluctuations. During the twelve months ended December 31, 2009, the closing sale prices of our ordinary shares on

the NASDAQ Global Select Market ranged from \$17.89 to \$47.95 per share. Our stock price may fluctuate in response to a number of events and factors, such as quarterly variations in operating results, announcements of technological innovations or new products and media properties by us or our competitors, changes in financial estimates and recommendations by securities analysts, the operating and stock price performance of other companies that investors may deem comparable, new governmental restrictions or regulations and news reports relating to trends in our markets. In addition, the stock market in general, and the market prices for China-related and Internet-related companies in particular, have experienced extreme volatility that often has been unrelated to the operating performance of such companies. These broad market and industry fluctuations may adversely affect the price of our ordinary shares, regardless of our operating performance.

The Chinese legal system has inherent uncertainties that could limit the legal protections available to you.

Our contractual arrangements with our VIEs in China are governed by the laws of the PRC. China's legal system is based upon written statutes. Prior court decisions may be cited for reference but are not binding on subsequent cases and have limited value as precedents. Since 1979, the Chinese legislative bodies have promulgated laws and regulations dealing with economic matters such as foreign investment, corporate organization and governance, commerce, taxation and trade. However, because these laws and regulations are relatively new, and because of the limited volume of published decisions and their non-binding nature, the interpretation and enforcement of these laws and regulations involve uncertainties, and therefore you may not have legal protections for certain matters in China.

You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing original actions in China based on United States or other foreign laws against us.

We conduct our operations in China and a significant portion of our assets is located in China. In addition, some of our directors and executive officers reside within China, and substantially all of the assets of these persons are located within China. As a result, it may not be possible to effect service of process within the United States or elsewhere outside China upon those directors or executive officers, including with respect to matters arising under U.S. federal securities laws or applicable state securities laws. Moreover, our Chinese counsel has advised us that China recognizes and enforces judgment of foreign courts based on treaties on recognizing and enforcing each other's judgment or the reciprocal principle with foreign countries. China does not have treaties with the U.S. and some other countries that provide for the reciprocal recognition and enforcement of judgment of courts. As a result, recognition and enforcement in China of judgments of a court in these jurisdictions may be difficult or impossible.

We may be classified as a passive foreign investment company, which could result in adverse U.S. tax consequences to U.S. investors.

As explained below, we may be classified as a "passive foreign investment company" (a "PFIC") for U.S. federal income tax purposes for the current or a future taxable year. In the event we are determined to be a PFIC, our stock may become less attractive to U.S. investors, thus negatively impacting the price of our stock.

Generally, if for any taxable year 75% or more of our gross income is passive income, or at least 50% of our assets are held for the production of, or produce, passive income, we would be characterized as a PFIC for U.S. federal income tax purposes. To determine if at least 50% of our assets are held for the production of, or produce, passive income, we may use the market capitalization method of determining the value of our assets. Under the market capitalization method, the total asset value of a company is considered to equal the fair market value of its outstanding shares plus its outstanding indebtedness on a relevant testing date. Because the market price of our ordinary shares is likely to fluctuate and may be volatile, and the market price may affect the determination of whether we will be considered a PFIC, there can be no assurance that we will not be considered a PFIC for any taxable year. If we are characterized as a PFIC for any year, our U.S. shareholders may suffer adverse tax consequences, including having gains realized on the sale of our ordinary shares treated as ordinary income, rather than capital gain, the loss of the preferential rate applicable to any dividends received on our ordinary shares by individuals who are U.S. holders, and having potential interest charges apply to any dividends or the proceeds of share sales.

Our executive officers have substantial influence over us and could delay or prevent a change in corporate control.

Our executive officers, together with their affiliates, beneficially control, in the aggregate, approximately 9.5% of our outstanding ordinary shares as of April 26, 2010. As a result, these shareholders, acting together, would have the ability to influence the outcome of matters submitted to our shareholders for approval, including the election of directors and any merger, consolidation or sale of all or substantially all of our assets. In addition, these shareholders, acting together, would have the ability to influence the management and affairs of our company. Accordingly, this concentration of ownership might harm the market price of our ordinary shares by:

- delaying, deferring or preventing a change in corporate control;
- impeding a merger, consolidation, takeover or other business combination involving us; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

Anti-takeover provisions in our charter documents and SINA's shareholder rights plan may discourage our acquisition by a third party, which could limit our shareholders' opportunity to sell their shares at a premium.

Our Amended and Restated Memorandum and Articles of Association include provisions that could limit the ability of others to acquire control of us, modify our structure or cause us to engage in change in control transactions. These provisions could have the effect of depriving shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of us in a tender offer or from otherwise engaging in a merger or similar transaction with us.

For example, our Board of Directors has the authority, without further action by our shareholders, to issue up to 3,750,000 preference shares in one or more series and to fix the powers and rights of these shares, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our ordinary shares. Preference shares could thus be issued quickly with terms calculated to delay or prevent a change in control or make removal of management more difficult. In addition, if the Board of Directors issues preference shares, the market price of our ordinary shares may fall and the voting and other rights of the holders of our ordinary shares may be adversely affected. Similarly, the Board of Directors may approve the issuance of debentures convertible into voting shares, which may limit the ability of others to acquire control of us.

In addition, we have adopted a shareholder rights plan pursuant to which our existing shareholders would have the right to purchase ordinary shares from the Company at half the market price then prevailing in the event a person or group acquires more than 10% of our outstanding ordinary shares on terms our Board of Directors does not approve. As a result, such rights could cause substantial dilution to the holdings of the person or group which acquires more than 10%. Accordingly, the shareholder rights plan may inhibit a change in control or acquisition and could adversely affect a shareholder's ability to realize a premium over the then prevailing market price for the ordinary shares in connection with such a transaction.

RISK FACTORS RELATING TO CHINA REAL ESTATE INFORMATION CORPORATION

The following risk factors were included in the annual report on Form 20-F of China Real Estate Information Corporation for the year ended December 31, 2009. We have not updated the risk factors as CRIC has not updated its risk factors subsequent to the filing of its annual report on Form 20-F for the year ended December 31, 2009. There can be no assurance that the following risk factors provide a complete or accurate summary of the risks that are currently applicable to CRIC's business. Further information regarding CRIC's risks can be found in CRIC's filings with the Securities and Exchange Commission, and we assume no obligation to investigate or update information made by CRIC in its filings with the Securities and Exchange Commission.

In the following risk factors, except where the context otherwise requires and for purposes of the following risk factors only:

- “we,” “us,” “our company,” “the Company,” “our” and “CRIC” refer to China Real Estate Information Corporation, its subsidiaries, and, in the context of describing CRIC’s operations and consolidated financial information, include CRIC’s consolidated variable interest entities (“VIEs”) in China;
- “E-House” refers to E-House (China) Holdings Limited and its subsidiaries, including E-House’s VIEs in China, but excluding CRIC; and
- “ADS” refer to American depositary receipts for CRIC’s ordinary shares.

Risks Related to Our Real Estate Information, Consulting and Advertising Services

Our limited operating history makes evaluating our business and prospects difficult.

Our CRIC system had been used as an internal resource to support E-House’s real estate agency and brokerage services and information and consulting services prior to the second half of 2006, when we began to commercialize our CRIC system by selling subscriptions. In addition, we had not previously provided real estate advertising services or operated a real estate Internet business prior to 2008. Furthermore, our business strategy has not been proven over a long period of time and we have only been operating our business as a stand-alone public company since October 2009. Therefore, our limited operating history may not provide a meaningful basis for you to evaluate our business and prospects.

To date, a limited number of real estate developers have contributed a substantial portion of our revenues due to the large size of their contracts with us; if we fail to continue to secure large contracts from existing, new or former clients, this could materially and adversely impact our revenues, results of operations and financial condition, or cause fluctuations in our revenues, which may make it difficult to predict our future results of operations.

In the past, a limited number of real estate developers have contributed a substantial portion of our revenues. Our top three developer clients in 2008, namely Evergrande Real Estate Group, or Evergrande, Shanghai Urban Development (Group) Co., Ltd. and Sky East Resources Ltd. (including their subsidiaries and branches), accounted for 56.6%, 15.6% and 10.3%, respectively, of our total revenues in 2008, while no other clients accounted for more than 10% of our total revenues during such period. Our top two developer clients in 2009, namely Evergrande and Shanghai Jinluodian Development Co., Ltd. accounted for 29.7% and 11.3% of our total revenues for the year ended December 31, 2009, while no other clients accounted for more than 10% of our total revenues during such period. Sky East Resources Ltd. has not sought further services from us since 2009 and Shanghai Jinluodian Development Co., Ltd. has not sought further service from us in 2010 to date. There remains the risk that if we fail to continue to secure large contracts from existing, new or former clients, our revenues, results of operations and financial condition may be materially and adversely affected. In addition, our ability or inability to secure new large contracts or renew existing large contracts may also cause fluctuations in our revenues, which may make it difficult to predict our future results of operations.

Generally, we maintain business relationships with national and regional real estate developers’ local subsidiaries or branches, and enter into individual contracts with each subsidiary or branch. However, in limited cases, such as our relationship with Evergrande, we maintain the business relationship with the headquarters of the real estate developer. We entered into a strategic cooperation agreement in December 2007 with Evergrande. Under this agreement, we were engaged as the exclusive provider of real estate information and market consulting services to 37 of Evergrande’s real estate projects under development for one year. In December 2008, Evergrande renewed the strategic cooperation agreement for 2009, again for 37 of Evergrande’s real estate projects under development. In December 2009, we were engaged to provide real estate information and market consulting services to 48 of its real estate projects for 2010. Evergrande could refuse to renew the agreement with us upon expiration of its term in December 2010, terminate the agreement before its expiration, substantially reduce its business with us in the future, or become unable or refuse to pay our fees or continue to engage our services due to financial difficulties it

may experience or for other reasons. If any of the foregoing occurs, our results of operations and financial condition would be materially and adversely affected.

Our business is susceptible to fluctuations in the real estate market of China, which may materially and adversely affect our revenues and results of operations.

Our business depends substantially on the conditions of the real estate market in China. Demand for private residential real estate in China has grown rapidly in the past decade but such growth is often accompanied by volatility in market conditions and fluctuations in real estate prices. For example, following a period of rising real estate prices and transaction volume in most major cities from 2003 to 2007, the industry experienced a downturn in 2008, with transaction volume in many major cities declining significantly compared to 2007. Average selling prices also declined in many cities during 2008. Fluctuations of supply and demand in China's real estate market are caused by economic, social, political and other factors.

Since early 2009, China's real estate market has rebounded and many cities have experienced increases in real estate prices and transaction volumes. This rebound has coincided with a sharp rise in the volume of bank loans as part of China's response to the global economic crisis. Bank regulators in China have expressed concern about excessive lending for real estate investments. The Chinese control government has also expressed concern about property prices rising too fast and has taken several stringent measures to curb perceived real estate market speculations while encouraging the development of more affordable housing.

Such efforts by the government to slow property price appreciation could reduce the activities in the real estate market and lessen real estate transaction volume, and prevent developers from raising capital they need or increase their costs to start new projects. To the extent fluctuations in the real estate market significantly affect demand for real estate information and consulting services from our clients, which are primarily real estate developers, our revenues and results of operations may be materially and adversely affected.

Our business may be materially and adversely affected by government measures affecting China's real estate industry.

The real estate industry in China is subject to government regulations, including measures that are intended to affect the growth rate of the industry.

Before the global economic crisis in 2008, the PRC government had adopted a series of measures to restrain what it perceived as unsustainable growth in the real estate market. For example, the State Council and other related government agencies introduced regulations in 2006 that increased mandatory minimum down payments from 20% to 30% of the purchase price for properties with a floor area of more than 90 square meters and imposed a business tax on total proceeds from the resale of properties held for less than five years.

In 2008, the PRC government relaxed some restrictions and introduced measures aimed at stimulating residential property purchases by individuals and stabilizing the real estate market. On October 22, 2008, for example, the Ministry of Finance, the State Administration of Taxation and the People's Bank of China lowered transaction taxes, minimum down payment requirements, and the mortgage interest rate for certain residential real estate transactions. In December 2008, the General Office of the State Council promulgated rules that exempted certain residential real estate transactions from business tax and urban real estate tax.

In 2009, the PRC government started tightening its real estate policies again in response to rising property prices and perceptions of widespread property speculation. On January 1, 2010, the Ministry of Finance and the State Administration of Taxation re-imposed the business tax on total proceeds from the resale of certain residential properties held for less than five years. The China Banking Regulatory Authority withdrew its earlier policy and emphasized the minimum 40% down payment requirement for mortgages for second properties. On March 8, 2010, the Ministry of Land and Resources issued a circular to further strengthen the supervision on land supply, requiring a real estate developer to pay at least 50% of the land premium within one month and 100% within one year after the land use right contract is executed. On April 17, 2010, the State Council issued the Circular on Firmly Restraining Soaring Housing Prices in Certain Cities. According to this circular,

- Down payment for the first self-use housing unit purchased by a family with a gross construction area of more than 90 square meters must be no less than 30% of the purchase price;
- The minimum down payment for the second housing unit purchased by a family is increased from 40% to 50% and the loan interest rate must be no less than 110% of benchmark lending interest rate;
- Down payment for the third or more housing unit purchased by any family and the loan interest rate must be further increased significantly based on the rate for the first and second housing units, as determined by commercial banks based on their assessment of the risks; furthermore, in regions where commercial housing unit prices are too high or have risen too fast or supply of housing units is insufficient, commercial banks may suspend extending loans to families for their purchases of the third or more housing unit;
- Commercial banks may suspend extending loans to individuals for their purchase of housing units outside the region where they reside, if they cannot furnish evidence of their payment of tax or social insurance premium for at least one year locally in the region where the subject housing units are located;
- Local governments are allowed to limit the total number of housing units one can purchase in certain period in light of the local situation.

We cannot assure you that the PRC government will not adopt new measures in the future that may result in lower growth rates in the real estate industry. Frequent changes in government policies may also create uncertainty that could discourage investment in real estate. Our business may be materially and adversely affected as a result of decreased transaction volumes or real estate prices that may follow these adjustments or market uncertainty, which may in turn negatively affect real estate developers' business and reduce their demand for real estate information and consulting services.

We may not be able to successfully execute our growth strategy of expanding our client base and increasing the average spending of our clients on our services, which could have a material adverse effect on our results of operations and prospects.

To continue to grow our revenues derived from our services, we will need to expand our client base and increase the average spending of our clients on our services. These efforts will involve aggressively marketing our services to real estate developers and also other client groups such as real estate suppliers, governmental agencies, universities, research institutes and financial institutions. Meanwhile, we will also need to promote additional or premium services to our existing clients. Our proprietary real estate information database and analysis system, which we refer as the CRIC system may not be well accepted by our targeted prospective clients, or we may not be successful in selling additional or premium services to our existing clients. If our efforts to expand our client base and increase the average spending of our clients on our services are not successful, our results of operations and prospects could be materially and adversely affected.

We may not be able to successfully execute our strategy of expanding into new geographical markets in China, which may have a material adverse effect on our business, results of operations and prospects.

As of December 31, 2009, we provide real estate information, consulting and advertising services in 107 cities in China. We may expand our operations to more cities in the future. Expanding into new geographical markets imposes additional burdens on our research, systems development, sales, marketing and general managerial resources. As China market is a large and diverse market, client trends and demands may vary significantly by region. Our experience in the markets in which we currently operate may not be applicable in other parts of China. As a result, we may not be able to leverage our experience to expand into other parts of China. If we are unable to manage our expansion effectively, if our expansion efforts take longer than planned or if our costs for such expansion exceed our expectations, our results of operations may be materially and adversely affected. In addition, if we incur significant costs to expand data coverage for our existing markets but are not successful in marketing and selling our services in these markets, our data expansion efforts may have a material adverse effect on our financial condition by increasing our expenses without increasing our revenues.

We are not likely to sustain the high growth rate we have experienced up to now; if we cannot manage our growth effectively and efficiently, our results of operations and profitability could be materially and adversely affected.

Our revenues have grown significantly in a relatively short period of time. We have experienced substantial growth since 2006, when E-House began to commercialize the CRIC system to provide real estate information services in select cities. Our revenues increased from \$8.2 million in 2007 to \$50.0 million in 2008 and 95.7 million in 2009. In October 2009, we completed our initial public offering and acquisition of SINA's 66% equity interest in COHT, an entity that had operated SINA's online real estate business. Our revenue in 2009 included \$13.8 million attributable to COHT. Over the same years, we increased the number of cities covered by our CRIC system from 22 as of December 31, 2007 to 54 as of December 31, 2008 and 75 as of December 31, 2009. COHT also increased the number of cities covered from 48 as of June 30, 2009 to 83 as of December 31, 2009.

We intend to continue to expand our operations. We are not likely, however, to sustain a similar growth rate in revenues or net income in future periods due to a number of factors, including, among others, the greater difficulty of growing at sustained rates from a larger revenue base and the potential increases in costs and expenses as a stand-alone public company. Accordingly, our historical growth rate is not an indication of our future performance.

Our expansion has placed, and will continue to place, substantial demands on our managerial, operational, technological and other resources. Our planned expansion will also place significant demands on us to maintain the quality of our CRIC system and related services to ensure that our brand does not suffer as a result of any deviations, whether actual or perceived, in the quality of our information and consulting services. In order to manage and support our growth, we must continue to improve our existing operational, administrative and technological systems and our financial and management controls. We must also recruit, train and retain additional qualified personnel, particularly as we expand into new markets. With our operations expanding into more cities throughout China, we will face increasing challenges in managing a large and geographically dispersed group of employees. We may not be able to effectively and efficiently manage the growth of our operations, recruit and retain qualified personnel and integrate new expansion into our operations. As a result, our reputation, business and operations may suffer.

The real estate information and consulting services sector in China is relatively new and rapidly evolving. If our business model proves to be inappropriate or suboptimal or if new competitors emerge to better serve the real estate industry, our business may be materially and adversely affected.

The real estate information and consulting services sector in China is relatively new and rapidly evolving, and we cannot predict how this industry will develop in the future. The development of the real estate information and consulting services sector will depend to a large extent on continued and growing demand by real estate developers and other industry participants for such services. Our business model may prove to be inappropriate or suboptimal as the industry develops. In addition, new competitors that are better adapted to the changing real estate industry may emerge, which could cause us to lose market share in key market segments. Any failure on our part to adapt to changes in the real estate information and consulting services sector may materially and adversely affect the growth of our business.

Our results of operations may fluctuate or otherwise be materially and adversely affected due to seasonal variations and the project-by-project nature of some of our real estate consulting services.

Our operating income and earnings have historically been substantially lower during the first quarter than other quarters. This results from the relatively low level of real estate activities during the Winter and the Chinese New Year holiday period, which falls within the first quarter each year.

We generated a majority of our total revenues from services provided to real estate developers in 2007, 2008 and 2009. We expect to continue to rely on real estate developers to generate a significant portion of our revenues for the foreseeable future. Revenues from our services to real estate developers, especially revenues from our consulting services, are typically generated on a project-by-project basis. For some of our consulting projects in relation to land acquisition and property development, we agree to a fixed fee arrangement conditional upon the delivery of a final product, such as closing a land acquisition transaction or providing a market study report. We

recognize revenues on this type of consulting projects when we have completed our performance obligations under the service contract, the customer accepts the contract deliverable and the payment terms are no longer contingent. Because such projects may take anywhere from a month to a year to perform, the timing of recognition may cause fluctuations in our quarterly revenues and even our annual revenues. Furthermore, difficulty in predicting when these projects will begin and how long it will take for us to complete them makes it difficult for us to forecast revenues.

Our business is sensitive to the current global economic crisis. A severe or prolonged downturn in the global or Chinese economy could materially and adversely affect our business and our financial condition.

The global financial markets have experienced significant disruptions since 2008, and most of the world's major economies are in or are just emerging from recession. While there has been improvement in some areas, it is still unclear whether the recovery is sustainable. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies adopted by the central banks and financial authorities of the world's leading economies, including China's. Continued concerns about the systemic impact of potential long-term and wide-spread recession, energy costs, geopolitical tensions, the availability and cost of credit, and the global housing and mortgage markets have contributed to increased market volatility and diminished expectations for economic growth around the world. Global economic trends have a significant impact on the Chinese economy, and any severe or prolonged slowdown in the Chinese economy may materially and adversely affect our business, results of operations and financial condition.

If we are not able to obtain and maintain accurate, comprehensive and reliable data in our CRIC system, we could experience reduced demand for our services.

Our success depends on our clients' confidence in the accuracy, comprehensiveness and reliability of the data contained in our CRIC system. The task of establishing and maintaining accurate and reliable data is challenging. We rely on third-party data providers for a significant amount of the information in our CRIC system. While we attempt to ensure the accuracy of our data by using multiple sources and performing quality control checks, some of the data provided to us may be inaccurate. If our data, including the data we obtain from third parties, is not current, accurate, comprehensive or reliable, we could experience reduced demand for our services or legal claims by our customers, which could adversely affect our business and financial performance. In addition, our staff use integrated standard internal processes to update our CRIC system. Any inefficiencies, errors or technical problems with related applications could reduce the quality of our data, which may result in reduced demand for our services and a decrease in our revenues.

Technical problems that affect our customers' ability to access our services, or temporary or permanent outages of our computers, software or telecommunications equipment, could lead to reduced demand for our services, lower revenues and increased costs.

A significant portion of our business is conducted over the Internet and through the use of software applications. As a result, our business depends upon the satisfactory performance, reliability and availability of our software applications, especially our CRIC system software, and the Internet and telecommunications services we use. Problems with our CRIC system, the Internet or the services provided by our telecommunications service providers could result in slower Internet connections for our customers or interruption in our customers' access to our services. If we experience technical problems in delivering our services, we could suffer from reduced demand for our services, lower revenues and increased costs.

In addition, our operations depend on our ability to protect our database, computers and software, telecommunications equipment and facilities against damage from potential dangers such as fire, power loss, security breaches, computer viruses and telecommunications failures. Our computer servers perform automatic data backup on a daily basis. Furthermore, we periodically conduct manual backup of all data onto CDs and store the CDs in a secured off-site location. We also monitor our CRIC system in an effort to detect and prevent unauthorized access and to provide reliable access to our clients. Our main servers are located in the Internet data centers of the local telecommunications carrier in Shanghai. If our main servers go down, our backup servers are designed to be up and running within 30 minutes. Any temporary or permanent loss of one or more of these systems or facilities from an accident, equipment malfunction or other causes could harm our business. If we experience a failure that prevents us

from delivering our services to clients, we could experience reduced demand for our services, lower revenues and increased costs.

We may not be able to achieve the benefits we expect from recent and future acquisitions and business partnerships, which may have an adverse effect on our ability to manage our business prospects.

Strategic acquisitions and business partnerships have been, and may continue to be, an important factor in the growth and success of our business. For example,

- in September 2008, we acquired a 60% interest in Wushi Consolidated (Beijing) Advertising Media Co. Ltd., or Wushi Advertising, a provider of real estate advertising design services;
- in October 2008, we acquired Guangzhou Integrated Residential Building Industry Facility Co., Ltd., or Guangzhou Integrated, a provider of real estate consulting and training services;
- in July 2009, we acquired a 90% interest in Shenzhen Fangyou Software Technology Co., Ltd., or Fangyou Software, a software company specializing in the development of software management systems for real estate agencies and brokers;
- in October 2009, we acquired SINA's 66% equity interest in COHT concurrent with our initial public offering and became the sole shareholder of COHT;
- in April 2010, we acquired 55% of the equity interests in Shanghai Dehu PR Consulting Co., Ltd., a public relations consulting company, by subscribing for its increased registered capital; and
- we have entered into agreements for acquisition of a 60% interest in Beijing Advertising Age Lotte Co., Ltd. and 100% interest in Shanghai Xinsheng Enterprises Development Consulting Co., Ltd.

These and any future acquisitions and business partnerships may expose us to potential risks, including, among other things:

- unidentified issues not discovered in our due diligence process, such as hidden liabilities and legal contingencies;
- distraction of management's attention from normal business operations during the acquisition and integration process;
- failure to effectively integrate acquired assets and talent into our business and culture;
- diversion of resources from our existing businesses and technologies; and
- failure to realize the synergies expected from the acquisitions or business partnerships.

In addition, we may not be able to identify or secure suitable acquisition and business partnership opportunities or our competitors may capitalize on such opportunities in the future before we do. Moreover, identifying such opportunities could demand substantial management time and resources. Negotiating and financing acquisitions and business partnerships could also involve significant costs and uncertainties. If we fail to continue to successfully source, execute and integrate acquisitions and business partnerships in the future, our overall growth may be impaired, and our results of operations may be adversely affected.

For additional risks relating to our acquisition of SINA's online real estate business, see “— Risks Related to Our Online Real Estate Business.”

A decrease in demand for advertising services in general, and for our real estate advertising services in particular, could materially and adversely affect our ability to generate advertising revenues, which in turn could adversely affect our financial condition and results of operations.

Demand for our advertising services is particularly sensitive to changes in general economic conditions and the real estate industry. Real estate advertising expenditures typically decrease during periods of economic downturn.

Real estate developer advertisers may also reduce their spending on our advertising services for a number of other reasons, including:

- a decline in the number of their new development projects or temporary or permanent halts to development projects in the cities in which we operate;
- a slowdown in the economy in the cities in which we operate;
- a decision to shift advertising budget to other available advertising media by our customers; and
- a decrease in advertising spending in general.

Failure to enhance our brand recognition could have a material adverse effect on our business and results of operations.

We have benefited from the strong brand recognition of E-House in China. We have yet to establish an equally well-recognized brand separate from the E-House brand within the real estate industry in China. We will need to expend significant time, effort and resources to continue to enhance our brand recognition and our own independent identity. Developing our brand is integral to our sales and marketing efforts. If we fail to enhance our brand recognition, it could have a material adverse effect on our ability to acquire new clients and thus affect our business and results of operations. In addition, while we have benefited and expect to continue to derive significant benefit from our acquisition of SINA's online real estate business and close affiliation with SINA, given the strength of SINA's brand in China, it is possible that the SINA brand may hinder our ability to grow the CRIC brand as an independent and successful brand that can thrive alongside and not be over-shadowed by the SINA brand. Furthermore, since we promote the SINA, E-House and CRIC brands together, any negative publicity or damage to the SINA or E-House brand, even if as a result of events unrelated to our business, could adversely impact our CRIC brand.

If we fail to enhance our brand recognition and develop a positive public image and reputation, our existing business with our clients could decline and we may fail to develop additional business, which could in turn adversely affect our prospects and results of operations.

We may face increased competition and, if we are unable to compete successfully, our financial condition and results of operations may be harmed.

The real estate information and consulting services sector in China is at an early stage of development and is highly fragmented. As such industry develops, we may face increased competition. Competition in this industry is primarily based on the quality, breadth and depth of the underlying database, client service and support, industry expertise and reputation of the research and consulting professionals, brand recognition and overall client experience.

In the real estate information service sector, we compete with both national and local real estate information service providers, including Soufun.com, an Internet real estate portal that primarily targets consumers but also provides real estate market data as part of its service offerings. In the real estate consulting service market, we compete with international real estate consulting companies, such as DTZ, CB Richard Ellis and Jones Lang LaSalle, domestic real estate consulting companies, such as World Union Real Estate Consultancy (China) Ltd., and individual consulting brands.

The advertising industry is relatively developed in China. Our real estate advertising business faces intense competition in both advertising design and resale services areas. In the area of advertising design services, we compete with local advertising design firms in places where we have operations. In the area of advertising resale services, we compete with both national and local advertising agencies.

Our online real estate business competes mainly with certain vertically-integrated real estate Internet websites, such as soufun.com and real estate channels of Internet portals in China, such as Sohu.com Inc.'s focus.cn. In addition, we also compete with specialized websites focusing on real estate agents, brokers, suppliers and service providers, local real estate websites, traditional advertising media, etc. See also "— Risks Related to Our Online

Real Estate Business — If our real estate Internet business fails to compete successfully against its existing or future competitors, our financial condition and results of operations may be materially and adversely affected.”

Some of our competitors have more financial and other resources than we do. If we fail to compete effectively, our business operations and financial condition will suffer.

Substantial defaults by our clients on accounts receivable could have a material adverse effect on our business, results of operations and financial condition.

Our accounts receivable as of December 31, 2009 were \$28.4 million, representing 29.7% of our total revenues for the year ended December 31, 2009. Although the service agreements with our developer clients are generally silent in this regard, we typically settle the payments for consulting services with our developer clients after the completion of the consulting projects, which generally last several months. Therefore, our working capital levels are affected by the time lag between the time we provide services, bill our clients and collect the payments owed to us, which is reflected in our accounts receivable and has from time to time resulted in negative operating cash flows. Receivables from the three clients with the largest accounts receivable outstanding as of December 31, 2009, namely Shanghai Jinluodian Development Co., Ltd., Shanghai Xindu Advertising Media Company Limited and Beijing Jia Hua Hengshun Media Advertising Company Limited, accounted for 54.7% of our total accounts receivable as of that date. If these or other clients who owe us significant accounts receivable were to become insolvent or otherwise unable to pay for our services or make payments in a timely manner, our liquidity would be adversely affected and we would have to write off certain accounts receivable or increase provisions made against our accounts receivable, any of which could adversely affect our business, results of operations and financial conditions.

If we fail to hire, train and retain qualified managerial and other employees, our business and results of operations could be materially and adversely affected.

We place substantial reliance on the real estate industry experience and knowledge of our senior management team as well as their relationships with other real estate industry participants. Mr. Xin Zhou, our co-chairman and chief executive officer, is particularly important to our future success due to his substantial experience and reputation in the real estate industry. Mr. Zuyu Ding, our co-president, has also been instrumental in growing our business due to his substantial experience in the areas of real estate-related research and technology. Mr. Jun Luo, who joined us as co-president after our acquisition of SINA’s online real estate business, had been the general manager of SINA’s online real estate business since 2007 and has extensive experience in China’s Internet industry. We do not carry, and do not intend to procure, key person insurance on any of our senior management team. The loss of services of one or more members of our senior management team could significantly impair our ability to effectively manage our business and implement our growth strategies. Finding suitable replacements for our current senior management could be difficult, and competition for such personnel of similar experience is intense. If we fail to retain our senior management, our business and results of operations could be materially and adversely affected.

Our information and consulting services are supported and enhanced by a team of research staff. They are critical to maintaining the quality and consistency of our services and our brand as well as reputation. It is important for us to attract qualified employees who have experience in real estate research, information and consulting, and are committed to our service approach. There may be a limited supply of qualified individuals in some of the cities in China where we have operations and other cities into which we intend to expand. We must hire and train qualified managerial and other employees on a timely basis to keep pace with our rapid growth while maintaining consistent quality of services across our operations in various geographic locations. We must also provide continuous training to our managerial and other employees so that they are equipped with up-to-date knowledge of various aspects of our operations and can meet our demand for high-quality services. If we fail to do so, the quality of our services may deteriorate in one or more of the markets where we operate, which may cause a negative perception of our brand and adversely affect our business.

Any failure to protect our brand, trademarks, software copyrights, trade secrets and other intellectual property rights could have a negative impact on our business.

We believe our brand, trademarks, software copyrights, trade secrets and other intellectual property rights are critical to our success. Although we have applied for trademark registration of “CRIC” and other related trademarks in China, we may not be able to register such trademarks, or register them with the scope we seek. Any unauthorized use of our brand, trademarks, software copyrights, trade secrets and other intellectual property rights could harm our competitive advantages and business. Historically, China has not protected intellectual property rights to the same extent as the United States, and infringement of intellectual property rights continues to pose a serious risk of doing business in China. Monitoring and preventing unauthorized use is difficult. The measures we take to protect our intellectual property rights may not be adequate. Furthermore, the application of laws governing intellectual property rights in China is uncertain and evolving, and could involve substantial risks to us. If we are unable to adequately protect our brand, trademarks and other intellectual property rights, we may lose these rights and our business may suffer materially.

The success of our business depends in large part on the intellectual property involved in our methodologies, databases, services and software. We rely on a combination of trade secret, copyright, trademark and other laws, nondisclosure and non-competition provisions, license agreements and other contractual provisions and technical measures to protect our intellectual property rights. However, current law may not provide adequate protection of our intellectual property, including databases and the actual data.

In addition, legal standards relating to the validity, enforceability and scope of protection of proprietary rights in Internet-related businesses are uncertain and evolving, and we cannot assure you of the future viability or value of any of our proprietary rights in Internet-related businesses. As the right to use Internet domain names is not rigorously regulated in China, other companies have incorporated in their domain names elements similar in writing or pronunciation to our trademarks and domain names. This may result in confusion between those companies and our company and may lead to the dilution of our brand value, which could adversely affect our business. Our business could be significantly harmed if we are not able to protect our proprietary rights in Internet-related business and our other intellectual property.

Copyright infringement and other intellectual property claims against us may adversely affect our business and our ability to operate our CRIC system.

We have collected and compiled in our CRIC system real estate-related news articles, reports, floor plans, architectural drawings, maps and other documents and information prepared by third parties. Because the content in our database is collected from various sources and distributed to others, we may be subject to claims for breach of contract, defamation, negligence, unfair competition, copyright or trademark infringement, or claims based on other theories. Although we do not use the information we obtain from clients during the course of providing real estate consulting services, the same information derived from other sources may be found in our database. In such cases, we could be subject to breach of confidentiality or similar claims, whether or not having merit, by those clients. We could also be subject to claims based upon the content that is displayed on our websites or accessible from our websites through links to other websites or information on our websites supplied by third parties.

We have in the past been subject to claims by individuals claiming rights in certain of the maps, drawings and documents made available on the CRIC system or otherwise provided to our clients. Any lawsuits or threatened lawsuits in which we are involved, either as a plaintiff or as a defendant, could cost us a significant amount of time and money and distract management’s attention from operating our business. Any judgments against us in such suits, or related settlements, could have a material impact on our ability to operate or market our CRIC system, harm our reputation and have a material adverse affect on our results of operations. If a lawsuit against us is successful, we may be required to pay damages or enter into royalty or license agreements that may not be based upon commercially reasonable terms, or we may be unable to enter into such agreements at all. As a result, the scope of the data we offer to our clients could be reduced, or our methodologies or services could change, which may adversely affect the usefulness of our CRIC system and our ability to attract and retain clients.

Failure to obtain or keep requisite licenses and permits for our business operations may subject us to significant financial penalties and other government sanctions.

Due to the broad geographic scope of our operations and the variety of services we provide, we are subject to numerous national, regional and local laws and regulations specific to the services we perform, including laws and regulations that set forth requirements to hold various licenses and permits. These laws and regulations are subject to interpretation and implementation by local authorities that may vary from place to place and from time to time, and we may be required to obtain licenses and permits we do not currently hold.

Currently we provide access to our CRIC database through the Internet. If relevant PRC governmental authorities deem this to be provision of Internet information services under applicable PRC laws and regulations, they may require us to obtain a value-added telecommunications business operating license, or ICP license, to continue to provide access to our CRIC database through the Internet. We believe, based in part on communications with relevant Shanghai governmental authorities, that our current real estate information services business does not require an ICP license because access to the CRIC database is not offered to the general public. However, if relevant PRC governmental authorities require us to obtain an ICP license for this business as currently conducted, Shanghai CRIC Information Technology Co., Ltd. (“Shanghai CRIC”), our main operating subsidiary, could be subject to fines and penalties for operating this business without the proper license. Moreover, because wholly foreign-owned enterprises such as Shanghai CRIC are not permitted to obtain an ICP license, we would need to restructure our operations to carry out our real estate information services business through the same type of contractual arrangements as we operate our advertising services business. Our real estate information services business would then be subject to the risks associated with this contractual arrangement structure described in “— Risks Related to Our Corporate Structure.”

In addition, relevant PRC authorities may deem certain of Shanghai CRIC’s business activities which involve the collection of data for our CRIC database to be “market survey” activities. In such a case, because wholly foreign-owned enterprises such as Shanghai CRIC are not permitted to engage in “market survey” activities in China, Shanghai CRIC could be subject to fines and penalties and we would be required to restructure our operations to have one of our consolidated affiliated entities holding a business license covering such business scope to undertake these activities.

If we fail to properly obtain or maintain the licenses and permits or complete the filing and registrations required to conduct our business, our affected subsidiaries, consolidated affiliated entities and branch offices in China may be warned, fined, have their licenses or permits revoked, or ordered to suspend or cease providing certain services, or subject to other penalties, sanctions and liabilities, which in turn could materially and adversely affect our business.

Any natural or other disasters, including outbreaks of health epidemics and other extraordinary events could severely disrupt our business operations.

Our operations are vulnerable to interruption and damage from natural and other types of disasters, including earthquakes, fire, floods, environmental accidents, power loss, communications failures and similar events. On May 12, 2008, a severe earthquake occurred in Sichuan province of China, resulting in significant casualties and property damage and a sharp decline in real estate transactions in the affected areas. On April 14, 2010, another earthquake struck China’s Qinghai Province causing severe damage and casualties in the area. As we do not have operations in Qinghai, the recent earthquake did not have material adverse impact on our company. However, if any other similar disaster or extraordinary events were to occur in the area where we operate in the future, our ability to operate our business could be seriously impaired.

Our business may also be materially and adversely affected by the outbreak of H1N1 influenza, commonly referred to as “swine flu,” avian influenza, severe acute respiratory syndrome, or SARS, or any other similar epidemic. In April 2009, an outbreak of swine flu occurred in Mexico and the United States and there have been a number of confirmed cases of swine flu in China. Any future outbreak of swine flu, avian influenza, SARS or other adverse public health developments in China could severely disrupt our staffing and otherwise reduce the activity levels of our work force, thus causing a material and adverse effect on our business operations.

We do not have any business liability, disruption or litigation insurance, and any business disruption or litigation we experience might result in our incurring substantial costs and diversion of resources.

The insurance industry in China is still at an early stage of development. Insurance companies in China offer limited business insurance products and do not, to our knowledge, offer business liability insurance. While business disruption insurance is available to a limited extent in China, we have determined that the risks of disruption, cost of such insurance and the difficulties associated with acquiring such insurance on commercially reasonable terms make it impractical for us to have such insurance. As a result, except for fire insurance, we do not have any business liability, disruption or litigation insurance coverage for our operations in China. Any business disruption or litigation may result in our incurring substantial costs and diversion of resources.

Risks Related to Our Online Real Estate Business

We have limited experience in operating a real estate Internet business as a stand-alone company. We have relied and will continue to rely on our cooperation with SINA to a large extent. If we fail to maintain our relationship with SINA in relation to our real estate Internet operations, our business and results of operations could be materially and adversely affected.

We did not have experience in operating a real estate Internet business as a stand-alone company prior to our acquisition of SINA's online real estate business in October 2009. To a large extent, the operations and revenues of our real estate Internet business relied on our cooperation with SINA. Our real estate Internet operations have generated \$13.8 million revenues in the fourth quarter of 2009. The domain names of the major websites of the acquired online real estate business are owned by SINA and licensed to us. In addition, a significant proportion of users of these websites link to them through SINA's other websites. Pursuant to an advertising agency agreement with SINA, we became the exclusive agent of SINA for selling advertising to the real estate advertisers. Furthermore, COHT and SINA have also entered into an advertising agency agreement, a domain name and content license agreement, a trademark license agreement and a software license and support services agreement. Despite all these arrangements, we may not receive the same level of support from SINA as SINA's online real estate business did prior to the acquisition. If for any reason SINA terminates the advertising agency agreement or any of the other agreements or otherwise reduces its support for our online real estate operations, our business and results of operations may be materially and adversely affected.

Any negative development in SINA's market position, harm to SINA's brand or SINA's operations, or regulatory actions or legal proceedings affecting SINA's intellectual properties on which our real estate Internet business relies, could materially and adversely affect our business and results of operations due to our dependence on SINA for our Internet operations.

The marketing and promotion of our real estate Internet business benefits significantly from our association with the SINA brand. Any negative development in SINA's market position or brand recognition may materially and adversely affect our marketing efforts and the popularity of our real estate Internet business. In the fourth quarter of 2009, we generated \$5.3 million revenues from selling advertising on SINA's non-real estate channels, under our advertising agency arrangement with SINA. We expect to derive a significant proportion of the revenues of our real estate Internet business from selling advertising on SINA's non-real estate channels in the future. Any negative development in SINA's Internet operations or attractiveness to users or advertisers may materially and adversely affect our business and results of operations. Moreover, as our real estate Internet operations will continue to rely on the domain names, trademarks, contents, software and other intellectual properties licensed to us by SINA, any regulatory actions or legal proceedings against SINA related to such domain names, contents and other intellectual properties could have a significant negative impact on our ability to operate our real estate Internet business.

If the online advertising market fails to grow as quickly as expected, or if we fail to implement our growth strategies for our real estate Internet operations, our business will be materially and adversely affected.

Our real estate Internet operations rely on online advertising as its main source of revenue. However, online advertising in China is still a relatively new business and many of our potential advertising clients have limited experience using the Internet for advertising purposes. In particular, advertisers in the real estate sector in China

have traditionally relied more heavily on other advertising media, such as newsprint, magazines and outdoor advertising. If the Internet does not continue to develop as a viable marketplace for real estate and home-related contents and information, our online advertising business may be negatively affected.

Even if the online advertising market in China does continue to grow, if we fail to implement our growth strategies for our real estate Internet operations, our business may not grow as quickly as we expect. Our future growth depends on our ability to attract and retain employees who understand both the real estate industry and the online advertising industry, to increase the user traffic of our websites, to develop new advertising offerings and increase marketing effectiveness, to increase fees we can charge for online advertising, and to maintain and enhance relationships with our advertising clients. The current and potential clients of our real estate Internet business may choose not to advertise on our websites if they do not perceive our online advertising services to be effective or our user demographics to be desirable.

Failure to maintain or expand the number and quality of property listings on our real estate Internet websites could materially and adversely affect our business and results of operations.

We believe having a large number of high-quality property listings attracts users to our real estate Internet websites, thereby enhancing its attractiveness to advertisers and other real estate market participants. Since our acquisition of SINA's online real estate business, in addition to our own on-the-ground capabilities, we have been relying on local business partners to develop primary property listings. We have also engaged third parties to provide secondary and rental property listing data, and use the database in our CRIC system for the property listings. We expect that our real estate Internet operations will continue to rely on local business partners or other third parties to source property listings. However, these business partners or third party information providers may for certain reasons terminate their agreements with us or otherwise cease providing property listings to us. Moreover, we have limited control over these business partners, and actions by them could harm our business reputation or otherwise negatively affect our business. If our real estate Internet business experiences reduced listings or if our websites are perceived to be less attractive or popular among real estate market participants, the competitive position of our real estate Internet business could be significantly weakened and our business, financial condition and results of operations may be materially and adversely affected.

SINA's online real estate business had relied on a limited number of advertising agencies, which may materially and adversely affect the results of operations and financial condition of our real estate Internet business.

Historically SINA's online real estate business relied on a limited number of advertising agencies for a significant majority of its revenues. For the nine months ended on December 31, 2008 and nine months ended September 30, 2009, the three largest advertising agencies of SINA's online real estate business accounted for approximately 70% of its advertising revenues in both years. From the date when we acquired SINA's online real estate business through the end of 2009, our online real estate business continued to rely on these three advertising agents, which accounted for approximately 70% of the advertising revenues of our online real estate business for such period. In the future, these advertising agencies may not continue to engage our services at the same level, or at all. Should these advertising agencies terminate or substantially reduce their business with our real estate Internet operations and we fail to find new clients or they are unable to timely pay on our receivables outstanding, the results of operations and financial condition of our real estate Internet business may be materially and adversely affected.

If our real estate Internet business fails to compete successfully against its existing or future competitors, our financial condition and results of operations may be materially and adversely affected.

Our real estate Internet business will face significant competition from other companies in each of its primary business activities. In particular, the online real estate services markets in China may become increasingly competitive. The barriers to entry for establishing Internet-based businesses are low, making it possible for new competitors to proliferate rapidly. We expect more companies to enter the online real estate services industry in China and a wider range of online real estate services to be introduced. As the online real estate services industry in China is relatively new and constantly evolving, existing or future competitors of our real estate Internet business may be able to better position themselves to compete as the industry matures. In particular, any of these competitors

may offer products and services that provide significant performance, price, scope, creativity or other advantages over those offered by our real estate Internet business. These products and services may weaken the market strength of our brand name and achieve greater market acceptance than those of our real estate Internet operations. Increased competition in the online real estate services industry in China could make it difficult for our real estate Internet business to retain existing clients and attract new clients, and could force us to reduce our fee rates. The current competitors of our online real estate business include certain vertically-integrated real estate Internet websites, such as Soufun.com, and real estate channels of Internet portals in China, such as Sohu.com Inc.'s focus.cn, which provide, among other things, competing real estate-related content and advertising services. These websites may have a larger user base, better brand recognition or stronger market influence. It is also possible that websites with large traffic may decide to provide real estate-related listing and other advertising services. In addition, regionally and locally focused websites providing regional real estate listings together with localized services have offered and may continue to offer strong competition in the regions that we operate. Moreover, any of the existing or future competitors of our real estate Internet business may receive investments from or enter into other commercial or strategic relationships with larger and well-established companies and therefore obtain significantly greater financial, marketing and content licensing and development resources than our real estate Internet business. Our real estate Internet business may not be able to charge higher fees for online advertising due to existing and potential competition. If our real estate Internet business is unable to compete effectively in the online real estate services markets in China, our financial condition and results of operations may be materially and adversely affected.

Our acquisition of SINA's online real estate business may not yield the benefits we anticipate, which could materially and adversely affect our business and results of operations.

Since our acquisition of SINA's online real estate business in October 2009, we have started to realize the expected synergies between our operations and the online real estate business acquired from SINA. We are in the process of fully integrating acquired operations, services, corporate culture and personnel into our real estate information, consulting and advertising business and operations. These activities have required, and will continue to require, significant management attention from our real estate information, consulting and advertising business operations, which diversion may harm the effective management of our business. Failure to generate the synergies we anticipate from the combination of our pre-existing operations and SINA's online real estate business could materially and adversely affect our business, results of operations and prospects.

There may be risks inherent in our acquisition of SINA's online real estate business.

Although we have been COHT's shareholder since its establishment and have conducted due diligence with respect to our acquisition of SINA's online real estate business, there may still be unidentified issues and hidden liabilities which could have a material adverse effect on our business, financial condition and results of operations. While SINA has made extensive representations and warranties to us regarding the business we have acquired, and we are entitled to seek indemnification from SINA for any breach of those representations and warranties, actions to seek indemnification or enforce indemnification could be costly and time-consuming and may not be successful. Moreover, our ongoing business partnership with SINA may discourage us from seeking such indemnification.

If we fail to further expand the online advertising operation of our real estate Internet business outside of Beijing, our growth of revenues, results of operations and business could be materially and adversely affected.

SINA's online real estate business had historically relied on the Beijing area for a substantial portion of its revenues. More recently, its revenue growth has been increasingly driven by the expansion of its advertising business outside of Beijing. Since our acquisition of its online real estate business, we have continued to expand into geographical areas outside Beijing and changed our business model from hosting arrangements to operating websites directly in several cities in order to increase the revenues of our real estate Internet business. However, consumer trends and demands may vary significantly by region and our experience in the Beijing market may not be applicable in other localities outside Beijing. As a result, we may not be able to leverage our experience in Beijing to expand into other areas outside Beijing. When we enter new markets, we may face low levels of acceptance for

online advertising, or intense competition from companies with greater experience or an established presence or from other companies with similar expansion targets. As part of our expansion strategy, we outsource the operation of certain regional websites to local business partners. Actions by these business partners, or a failure by them to comply with relevant laws and regulations, could materially and adversely affect our ability to expand our business or the popularity and reputation of our real estate Internet operations. We may be unable to provide sufficient local content or maintain a sufficient number of local business hosting partners. Therefore, we may not be able to grow our revenues in new cities which we enter into while incurring substantial costs, and our revenue growth, results of operations and online real estate advertising business could be materially and adversely affected.

The operations of our real estate Internet business could be disrupted by unexpected network interruptions caused by system failures, natural disasters or unauthorized tampering with the systems.

The continual accessibility of websites and the performance and reliability of the network infrastructure for our real estate Internet business are critical to our reputation and ability to attract and retain users and advertisers. Any system failure or performance inadequacy that causes interruptions in the availability of services or increases in the response time of services could reduce the appeal of our real estate Internet business to advertisers and consumers. Factors that could significantly disrupt the operations of our real estate Internet business include: inadequate bandwidth, system failures and outages caused by fire, floods, earthquakes, power loss, telecommunications failures and similar events; software errors; computer viruses, break-ins and similar disruptions from unauthorized tampering with the computer systems; and security breaches related to the storage and transmission of proprietary information, such as credit card numbers or other personal information.

Our real estate Internet operations have limited backup systems and redundancy. Repeated disruptions or any of the foregoing factors could damage our real estate Internet business's reputation, require us to expend significant capital and other resources and expose us to a risk of loss or litigation and possible liability. Accordingly, our revenues and results of operations may be materially and adversely affected if any of the above disruptions should occur.

If any of our subsidiaries or consolidated affiliated entities operating our real estate Internet business fails to obtain or maintain the applicable licenses and approvals required under the complex regulatory environment for Internet-based businesses and advertising businesses in China, our business, financial condition and results of operations could be materially and adversely affected.

The Internet and advertising industries in China are highly regulated by the PRC government. Various regulatory authorities of the central government, such as the State Council, the Ministry of Industry and Information Technology, the State Administration for Industry and Commerce, the State Press and Publication Administration, the State Administration of Radio, Film and Television and the Ministry of Public Security, are empowered to issue and implement regulations governing various aspects of the Internet and advertising industries.

For example, Beijing Yisheng Leju Informations Services Co., Ltd., or Beijing Leju, COHT's consolidated affiliated entity operating our online real estate business, is required to obtain and maintain applicable licenses or approvals from different regulatory authorities in order to provide its current services, including an ICP license. These licenses are essential to the operation of our online real estate business and are generally subject to annual review by the relevant governmental authorities. Advertising is included in the business scope indicated in the business license of Beijing Leju, which allows it to provide advertising services. This type of business scope is also essential to the operations of our online real estate business. In addition, Beijing Leju may be required to obtain additional licenses, such as an Internet publication license, an Internet news information services license and an Internet and network transmission video and audio program license, if it is deemed by the government authorities to conduct the relevant businesses. If Beijing Leju fails to obtain or maintain any of the required licenses or approvals, its continued business in the Internet and advertising industries may subject it to various penalties, including, but not limited to, confiscation of illegal revenues, fines and the discontinuation or restriction of its operations. Any such disruption in the operations of our real estate Internet business could materially and adversely affect our financial condition and results of operations.

We could face liability for information on our websites and for products and services sold over our real estate Internet websites.

Our real estate Internet websites provide third-party content such as real estate listings, links to third-party websites, online advertisements or content provided by users of community-oriented services. China has enacted laws and regulations governing the distribution of news, information or other content, as well as products and services, through the Internet. If any Internet content we provide or will provide on our websites were deemed by the PRC government to violate any such laws or regulations, we would not be able to continue providing such content and could be subject to penalties, including confiscation of income, fines, suspension of business and revocation of required licenses. We could be held liable for defamation, negligence or other wrongful actions brought by third parties providing such content or operating websites linked to our websites. We may also face assertions that content on our websites or information contained in websites linked to our websites contains errors or omissions, and consumers may seek damages for losses incurred if they rely upon such information.

We have taken certain precautionary measures in this regard. However, such measures may not be adequate to exonerate us from relevant civil, administrative or criminal liabilities. Any claims, with or without merit, could be time-consuming to defend and result in significant diversion of management's attention and resources. Even if these claims do not result in liability to us, we could incur significant costs in investigating and defending against these claims.

Risks Related to Our Carve-out from E-House and Our Relationships with E-House

We have limited experience operating as a stand-alone public company.

We were incorporated on August 21, 2008 in the Cayman Islands as a wholly-owned subsidiary of E-House. We have very limited experience conducting our operations as a stand-alone public company. Prior to our listing on NASDAQ Global Select Market in October 2009, E-House had provided us with tax, accounting, treasury, legal and human resources services, as well as the services of a number of its executives and employees. After we became a stand-alone public company, E-House has continued to provide us with certain support services such as tax, accounting, treasury and legal services, but to the extent E-House does not continue to provide us with such support, we need to create our own financial, administrative and other support systems or contract with third parties to replace E-House's systems.

In addition, as we have become a public company, our management team has been required to develop the expertise necessary to comply with numerous regulatory and other requirements applicable to stand-alone public companies, including requirements relating to corporate governance, listing standards and securities and investor relations issues. Prior to our initial public offering, we, as a subsidiary of E-House, were indirectly subject to requirements to maintain an effective internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act of 2002. However, as a stand-alone public company, our management has to evaluate our internal control system independently with new thresholds of materiality, and to implement necessary changes to our internal control system. We cannot guarantee that we will be able to do so in a timely and effective manner.

Our financial information included in this annual report may not be representative of our financial condition and results of operations if we had been operating as a stand-alone public company for all periods presented.

Our consolidated financial statements for periods prior to our initial public offering in October 2009 have been prepared on a carve-out basis and represent the assets and liabilities, related results of our operations and cash flows, that represent two operating segments of E-House. The financial data of previously separate entities have been combined, to the extent included in the two operating segments of E-House, for all periods presented up to the date of the initial public offering as all such entities were under common control. The consolidated financial statements for periods prior to our initial public offering include our direct expenses as well as allocations for various selling, general and administrative expenses of E-House that are not directly related to real estate information and consulting services or real estate advertising services. These expenses consist primarily of share-based compensation expenses of senior management and shared marketing and management expenses including marketing, finance, legal, technology, human resources, administration and internal audit. These allocations were made using a

proportional cost allocation method and were based on revenues, expenses and headcount as well as estimates of actual time spent on the provision of services attributable to us. Income tax liability is calculated based on a separate return basis as if we had filed a separate tax return. Subsequent to our initial public offering, there have not been any selling, general and administrative expenses allocation, as E-House, pursuant to the offshore and onshore transitional services agreements entered into on July 29, 2009 in connection with our initial public offering, charged us service fees for providing various corporate support services to us, including supports in general finance and accounting, human resources management, administrative, internal control and internal audit, operational management, legal and information technology. As a result of the above, our financial information included in this annual report may not necessarily reflect the results of operations, financial position and cash flows if we had actually existed on a standalone basis during the periods presented. Therefore, you should not view our historical results as indicators of our future performance.

We may not be able to continue to receive the same level of support from E-House.

E-House is a leading real estate services company in China, and our real estate information and consulting services business has benefited significantly from E-House's strong real estate market position in China and its expertise in real estate agency and research. For example, we have benefited from marketing our CRIC system and consulting services to E-House's developer clients. In addition, E-House's experienced real estate research team has contributed reports and data to our CRIC system, which improved the depth and breadth of the information we provide to our clients. Although we have entered into a series of agreements with E-House relating to our ongoing business partnership and service arrangements, we cannot assure you that we will continue to receive the same level of support from E-House as now we operate as a stand-alone public company.

Our agreements with E-House may be less favorable to us than similar agreements negotiated between unaffiliated third parties. In particular, our non-competition agreement with E-House limits the scope of business that we are allowed to conduct.

We have entered into a series of agreements with E-House and the terms of such agreements may be less favorable to us than would be the case if they were negotiated with unaffiliated third parties. In particular, under the non-competition agreement we have entered into with E-House, we have agreed during the non-competition period (which will end on the later of the three years after E-House no longer owns in aggregate at least 20% of the voting power of our then outstanding voting securities and five years after September 29, 2009, the date on which our registration statement on Form F-1 was first publicly filed with the SEC) not to compete with E-House in the business of primary real estate agency services, secondary real estate brokerage services and any other businesses conducted by E-House, as described in its periodic filings with the SEC. Such contractual limitations significantly affect our ability to diversify our revenue sources and may materially and adversely impact our business and prospects should the growth of real estate information and consulting services in China slow down. In addition, pursuant to our master transaction agreement with E-House, we have agreed to indemnify E-House for, among other things, liabilities arising from litigation and other contingencies related to our business and assumed these liabilities as part of our carve-out from E-House. The allocation of assets and liabilities between E-House and our company may not reflect the allocation that would have been reached by two unaffiliated parties. Moreover, so long as E-House continues to control us, we may not be able to bring a legal claim against E-House in the event of contractual breach, notwithstanding our contractual rights under the agreements described above and other inter-company agreements entered into from time to time.

Our marketing and promotion have benefited significantly from our association with E-House. Any negative development in E-House's market position or brand recognition may materially and adversely affect our marketing efforts and the popularity of our brand.

As a majority-owned subsidiary of E-House, we have benefited significantly from E-House in marketing our services. For example, we have benefited from E-House by providing services to E-House's clients. We also benefit from E-House's strong brand recognition in China, which has provided us credibility and a broad marketing reach. If E-House loses its market position, the effectiveness of our marketing efforts through our association with

E-House may be materially and adversely affected. In addition, any negative publicity associated with E-House will likely to have an adverse impact on the effectiveness of our marketing as well as our reputation and our brand.

E-House will control the outcome of shareholder actions in our company.

E-House currently holds 52.17% of our ordinary shares and voting power. E-House has advised us that it does not anticipate disposing of its voting control in us in the near future. E-House's voting power gives it the power to control actions that require shareholder approval under Cayman Islands law, our memorandum and articles of association and NASDAQ requirements, including the election and removal of a majority of our board of directors, significant mergers and acquisitions and other business combinations, changes to our memorandum and articles of association, the number of shares available for issuance under share incentive plans, and the issuance of significant amounts of our ordinary shares in private placements.

E-House's voting control may cause transactions to occur that might not be beneficial to you as a holder of ADSs, and may prevent transactions that would be beneficial to you. For example, E-House's voting control may prevent a transaction involving a change of control of us, including transactions in which you as a holder of our ADSs might otherwise receive a premium for your securities over the then-current market price. In addition, E-House is not prohibited from selling a controlling interest in us to a third party and may do so without your approval and without providing for a purchase of your ADSs. If E-House is acquired or otherwise undergoes a change of control, any acquirer or successor will be entitled to exercise the voting control and contractual rights of E-House, and may do so in a manner that could vary significantly from that of E-House.

We may have conflicts of interest with E-House and, because of E-House's controlling ownership interest in our company, may not be able to resolve such conflicts on favorable terms for us.

Conflicts of interest may arise between E-House and us in a number of areas relating to our past and ongoing relationships. Potential conflicts of interest that we have identified include the following:

- *Indemnification arrangements with E-House.* We have agreed to indemnify E-House with respect to lawsuits and other matters relating to our real estate information and consulting services business, including operations of that business when it was a business unit of E-House. These indemnification arrangements could result in our having interests that are adverse to those of E-House including, for example, different interests with respect to settlement arrangements in a litigation matter. In addition, under these arrangements, we have agreed to reimburse E-House for liabilities incurred (including legal defense costs) in connection with any litigation, while E-House will be the party prosecuting or defending the litigation.
- *Non-competition arrangements with E-House.* We and E-House have each agreed not to compete with the core business of each other. E-House has agreed not to compete with us in the business of providing real estate information and consulting services, real estate advertising services, and operating business to business and business to consumer Internet websites targeting participants in the real estate industry anywhere in the world. We have agreed not to compete with E-House in primary real estate agency services, secondary real estate brokerage services and any other businesses conducted by E-House, except real estate information and consulting services and related support services.
- *Employee recruiting and retention.* Because both E-House and we are based in Shanghai, and engage in real estate services in China, we may compete with E-house in the hiring of new employees, in particular with respect to real estate information and research. We have a non-solicitation arrangement with E-House that would restrict either E-House or us from hiring any of the other's employees.
- *Our board members or executive officers may have conflicts of interest.* Mr. Xin Zhou, our co-chairman and chief executive officer, is currently also serving as E-House's executive chairman. Some of our board members and executive officers also own shares or options in E-House. E-House may continue to grant incentive share compensation to our board members and executive officers from time to time. These relationships could create, or appear to create, conflicts of interest when these persons are faced with decisions with potentially different implications for E-House and us.

- *Sale of shares in our company.* E-House may decide to sell all or a portion of our shares that it holds to a third party, including to one of our competitors, thereby giving that third party substantial influence over our business and our affairs. Such a sale could be contrary to the interests of certain of our shareholders, including our employees or our public shareholders.
- *Allocation of business opportunities.* Business opportunities may arise that both we and E-House find attractive, and which would complement our respective businesses. E-House may decide to take the opportunities itself, which would prevent us from taking advantage of the opportunity ourselves.
- *Developing business relationships with E-House's competitors.* So long as E-House remains as our controlling shareholder, we may be limited in our ability to do business with its competitors, such as other real estate services companies in China. This may limit our ability to market our services for the best interest of our company and our other shareholders.

Although our company has become a stand-alone public company, we expect to operate, for as long as E-House remains our controlling shareholder, as an affiliate of E-House. E-House may from time to time make strategic decisions that it believes are in the best interests of its business as a whole, including our company. These decisions may be different from the decisions that we would have made on our own. E-House's decisions with respect to us or our business may be resolved in ways that favor E-House and its own shareholders, which may not coincide with the interests of our other shareholders. We may not be able to resolve any potential conflicts, and even if we do so, the resolution may be less favorable to us than if we were dealing with an unaffiliated shareholder. Even if both parties seek to transact business on terms intended to approximate those that could have been achieved among unaffiliated parties, this may not succeed in practice.

Risks Related to Our Corporate Structure

If the PRC government finds that the agreements with our consolidated affiliated entities that establish the structure for operating our advertising services business and real estate Internet business in China do not comply with applicable PRC governmental restrictions on foreign investment, we could be subject to severe penalties.

PRC laws and regulations currently do not allow foreign entities with less than at least two years of direct experience operating an advertising business outside of China to invest in an advertising business in China. Because we have no direct experience operating an advertising business outside of China, we may not invest directly in a PRC entity that provides advertising services in China, and our PRC foreign-invested subsidiaries may not provide advertising services in China. As such, our real estate advertising business is primarily provided through our contractual arrangements with our consolidated affiliated entity in China, Tian Zhuo, and its subsidiaries. Tian Zhuo is 90% owned by Mr. Xin Zhou, our co-chairman and chief executive officer and the executive chairman of E-House, and 10% owned by Mr. Xudong Zhu, our director. Tian Zhuo and its subsidiaries provide real estate advertising design services for real estate development projects and may enter into other services related to real estate advertising. We have depended and expect to continue to depend on Tian Zhuo and its subsidiaries to operate our real estate advertising business. We have entered into contractual arrangements with Tian Zhuo, pursuant to which we, through our subsidiary Shanghai CRIC, provide technical support and consulting services to Tian Zhuo. In addition, we have entered into agreements with Tian Zhuo and its shareholders, which provide us with the substantial ability to control Tian Zhuo and make us a primary beneficiary of Tian Zhuo.

Moreover, PRC laws and regulations currently prohibit foreign investors from holding more than 50% of a foreign-invested telecommunications enterprise that provides Internet information services, which are one type of value-added telecommunications services. Because of such restriction and the above-mentioned restrictions on foreign investment in advertising businesses, COHT is operating www.leju.com and our online real estate business through Beijing Leju, a consolidated affiliated entity in China. Beijing Leju was owned by two PRC citizens affiliated with SINA prior to our acquisition of SINA's online real estate business. COHT's wholly-owned indirect subsidiary, Shanghai SINA Leju Information Technology Co., Ltd., or Shanghai SINA Leju, has entered into contractual arrangements with Beijing Leju, pursuant to which, Shanghai SINA Leju provides technical support to Beijing Leju. In addition, Shanghai SINA Leju has entered into agreements with Beijing Leju and its existing shareholders, which provide Shanghai SINA Leju with the substantial ability to control Beijing Leju and make it a

primary beneficiary of Beijing Leju. Upon completion of our acquisition of SINA's online real estate business, Beijing Leju became 80% owned by Mr. Xudong Zhu, our director, and 20% owned by Mr. Jun Luo, our co-president. Shanghai SINA Leju, Beijing Leju, Mr. Xudong Zhu and Mr. Jun Luo have entered into contractual arrangements which continue to provide Shanghai SINA Leju with the ability to control Beijing Leju and make it a primary beneficiary of Beijing Leju. We operate our real estate Internet business through our contractual arrangements with Beijing Leju and its shareholders.

In the opinion of our PRC legal counsel,

- The ownership structures of Tian Zhuo and Beijing Leju are in compliance with existing PRC laws and regulations;
- The contractual arrangements governed by PRC law between Shanghai CRIC and Tian Zhuo and its shareholders establishing the corporate structure for operating our PRC advertising services business are valid, binding and enforceable in accordance with their terms based on the currently effective PRC laws and regulations, and will not result in any violation of current PRC laws or regulations; and
- The contractual arrangements governed by PRC law among Shanghai SINA Leju, Beijing Leju, Mr. Xudong Zhu and Mr. Jun Luo establishing the corporate structure for operating our real estate Internet business are valid, binding and enforceable in accordance with their terms based on the currently effective PRC laws and regulations, and will not result in any violation of current PRC laws or regulations.

Our PRC legal counsel has also advised us, however, that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws and regulations and there can be no assurance that the relevant PRC regulatory authorities will not in the future take a view that is contrary to the opinion of our PRC legal counsel.

As part of the contractual arrangements described above, we entered into an equity pledge agreement pursuant to which the two shareholders of Tian Zhuo pledged their respective equity interests in Tian Zhuo to Shanghai CRIC. According to the PRC Property Rights Law, effective as of October 1, 2007, such pledge will only be effective upon registration with the relevant local office for the administration for industry and commerce. Shanghai CRIC is in the process of registering the equity interest pledge with the local office for the administration for industry and commerce. Before a successful registration of the equity pledge, we cannot assure you that the effectiveness of such pledge can be recognized in PRC courts if disputes arise regarding the pledged equity interest or that Shanghai CRIC's interests as pledgee will prevail over those of third parties.

If we, Shanghai CRIC, Tian Zhuo, Shanghai SINA Leju or Beijing Leju is found to be in violation of any existing or future PRC laws or regulations or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities, including the State Administration for Industry and Commerce, which regulates advertising companies, and the Ministry of Industry and Information Technology, which regulates Internet information services companies, would have broad discretion in dealing with such violations, including:

- revoking the business and operating licenses of our PRC subsidiaries and affiliates;
- discontinuing or restricting our PRC subsidiaries' and affiliates' operations;
- imposing fines or confiscating the income of our PRC subsidiaries or affiliates;
- imposing conditions or requirements with which we or our PRC subsidiaries and affiliates may not be able to comply;
- requiring us or our PRC subsidiaries and affiliates to restructure the relevant ownership structure or operations; or
- taking other regulatory or enforcement actions that could be harmful to our business.

The imposition of any of these penalties would result in a material and adverse effect on our ability to conduct our business, and adversely affect our financial condition and results of operations.

We rely on contractual arrangements with Tian Zhuo, Beijing Leju and their respective shareholders for a portion of our operations, which may not be as effective as direct ownership in providing operational control.

We rely on contractual arrangements with Tian Zhuo and its shareholders to operate our real estate advertising business, and rely on those with Beijing Leju and its shareholders to operate our real estate Internet business. These contractual arrangements may not be as effective as direct ownership in providing us with control over Tian Zhuo or Beijing Leju. Under these contractual arrangements, as a legal matter, if any consolidated affiliated entity in PRC or its shareholders fail to perform their respective obligations under these contractual arrangements, we may have to incur substantial costs and resources to enforce such arrangements, and rely on legal remedies under PRC law, including seeking specific performance or injunctive relief, and claiming damages, which we cannot assure you will be effective.

These contractual arrangements are governed by PRC law and provide for the resolution of disputes through either arbitration or litigation in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal environment in the PRC is not as developed as in the United States. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements, which may make it difficult to exert effective control over Tian Zhuo and Beijing Leju, and our ability to conduct our business may be negatively affected.

The shareholders of Tian Zhuo and Beijing Leju may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition.

Tian Zhuo is jointly owned by Mr. Xin Zhou, our co-chairman and chief executive officer, and the founder and executive chairman of E-House, and Mr. Xudong Zhu, our director. Conflicts of interests between Mr. Zhou's role as a shareholder of Tian Zhuo and his duties to our company as management may arise. We cannot assure you that when conflicts of interest arise, such individual will act in the best interests of our company or that conflicts of interests will be resolved in our favor. In addition, Mr. Zhou may breach or cause Tian Zhuo and its subsidiaries to breach or refuse to renew the existing contractual arrangements that allow us to effectively control Tian Zhuo and its subsidiaries as well as receive economic benefits from them. Currently, we do not have existing arrangements to address potential conflicts of interest between Mr. Zhou and our company.

In addition, the laws of the Cayman Islands and China both provide that a director or member of management owes a fiduciary duty to the company he directs or manages. Mr. Zhou is the executive chairman of our parent company, E-House. Mr. Zhou must therefore act in good faith and in the best interests of E-House and must not use his position for personal gain. Conflicts of interest may arise between his role as a director of E-House and his duties to our company as a director and chief executive officer. If we cannot resolve any conflicts of interest described above, we would have to rely on legal proceedings, which could result in disruption of our business and substantial uncertainty as to the outcome of any such legal proceedings.

Beijing Leju is 80% owned by Mr. Xudong Zhu, our director, and 20% owned by Mr. Jun Luo, our co-president. Similar conflicts of interests between their role as the shareholders of Beijing Leju and their duties to our company as a director or a member of management may arise.

Contractual arrangements we have entered into or may enter into with Tian Zhuo and Beijing Leju may be subject to scrutiny by the PRC tax authorities and a finding that we, Tian Zhuo or Beijing Leju owe additional taxes could reduce our net income and the value of your investment.

Under PRC laws and regulations, arrangements and transactions among related parties may be audited or challenged by the PRC tax authorities. We could face material and adverse consequences if the PRC tax authorities determine that the contractual arrangements we have entered into with Tian Zhuo or Beijing Leju do not represent an arm's-length price and adjust the taxable income of Tian Zhuo, Beijing Leju or their subsidiaries in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction, for PRC tax purposes, of expenses deductions recorded by Tian Zhuo, Beijing Leju or their subsidiaries, which could in turn increase their PRC tax liabilities. In addition, the PRC tax authorities may impose late payment fees and other penalties on our consolidated affiliated entities for under-paid taxes. Our consolidated net income may be materially

and adversely affected if our consolidated affiliated entities' tax liabilities increase or if they are found to be subject to late payment fees or other penalties.

Risks Related to Doing Business in China

Adverse changes in economic and political policies of the PRC government could have a material and adverse effect on overall economic growth in China, which could adversely affect our business.

We conduct substantially all of our business operations in China. As the real estate industry is highly sensitive to business spending, credit conditions and personal discretionary spending levels, it tends to decline during general economic downturns. Accordingly, our results of operations, financial condition and prospects are subject, to a significant degree, to economic developments in China. China's economy differs from the economies of most developed countries in many respects, including with respect to the amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. While the PRC economy has experienced significant growth in the past 30 years, growth has been uneven across different periods, regions and among various economic sectors of China. The PRC government may implement measures that are intended to benefit the overall economy even if they would be expected to have a negative effect on the real estate industry. For example, on January 3, 2008, the State Council issued a Notice on Promoting Economization of Land Use, which urges the full and effective use of existing construction land and the preservation of farming land.

The real estate industry is particularly sensitive to credit policies. From late 2003 to mid-2008, the PRC government implemented a number of measures, such as increasing the People's Bank of China's statutory deposit reserve ratio and imposing commercial bank lending guidelines, that had the effect of slowing the growth of credit, which in turn may have slowed the growth of the Chinese economy. In response to the global and Chinese economic downturn in 2008, the PRC government promulgated several measures aimed at stimulating economic growth. The People's Bank of China has decreased the statutory deposit reserve ratio and lowered benchmark interest rates several times in late 2008 and kept them unchanged in 2009. In 2009, total new lending reached RMB9.59 trillion (approximately \$1.4 trillion), representing an increase of RMB4.69 trillion (approximately \$0.7 trillion) from the previous year. As of the end of 2009, the outstanding balances of RMB loans extended by financial institutions totaled RMB39.97 trillion (approximately \$5.9 trillion), representing an increase of 31.74% from the end of 2008. Beginning in January 2010, the People's Bank of China has twice raised the statutory deposit reserve ratio by 0.5% in order to curb credit expansion. We cannot assure you that China will always have stable economic growth in the future or that changes in credit policies that are intended to create stable economic growth will not adversely impact the real estate industry.

Uncertainties with respect to the Chinese legal system could adversely affect us.

We conduct our business primarily through our subsidiaries and consolidated affiliated entities in China. Our operations in China are governed by PRC laws and regulations. Our subsidiaries are generally subject to laws and regulations applicable to foreign investments in China and, in particular, laws applicable to foreign-invested enterprises. The PRC legal system is based on written statutes. Prior court decisions may be cited for reference but have limited precedential value. Since 1979, PRC legislation and regulations have significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system and recently-enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, because these laws and regulations are relatively new, the interpretation and enforcement of these laws and regulations involve uncertainties. Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, which may have a retroactive effect. As a result, we may not be aware of our violation of these policies and rules until some time after the violation. In addition, any litigation in China may be protracted and result in substantial costs and diversion of resources and management attention.

PRC governmental restrictions on currency conversion may limit our ability to utilize our revenues and funds effectively and the ability of our PRC subsidiaries and consolidated affiliated entities to obtain financing.

Restrictions on currency exchanges between RMB and other currencies may limit our ability to utilize our revenues and funds, in particular in relation to capital account transactions such as investments and loans. Under current PRC regulations, RMB is convertible for “current account transactions,” which include among other things dividend payments and payments for the import of goods and services, subject to compliance with certain procedural requirements. Although the RMB has been fully convertible for current account transactions since 1996, we cannot assure you that the relevant PRC government authorities will not limit or eliminate our ability to purchase and retain foreign currencies for current account transactions in the future. Conversion of RMB into foreign currencies and of foreign currencies into RMB, for payments relating to “capital account transactions,” which principally include investments and loans, generally requires the approval of the State Administration of Foreign Exchange, or SAFE, and other relevant PRC governmental authorities. Restrictions on the convertibility of the RMB for capital account transactions could affect the ability of our PRC subsidiaries and affiliated PRC operating companies to make investments overseas or to obtain foreign exchange through debt or equity financing, including by means of loans or capital contributions from us.

Fluctuation in the value of the RMB may have a material adverse effect on your investment.

The value of the RMB against the U.S. dollar, Euro and other currencies is affected by, among other things, changes in China’s political and economic conditions and China’s foreign exchange policies. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the RMB to the U.S. dollar. Under the new policy, the RMB was permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. This change in policy caused the RMB to appreciate approximately 21.5% against the U.S. dollar over the following three years. Since July 2008, however, the RMB has traded within a narrow band against the U.S. dollar, remaining within 1% of its July 2008 high. As a consequence, the RMB has fluctuated sharply since July 2008 against other freely traded currencies, in tandem with the U.S. dollar. It is difficult to predict how long the current situation may last and when and how it may change again.

As our costs and expenses are mostly denominated in RMB, a resumption of the appreciation of the RMB against the U.S. dollar would further increase our costs in U.S. dollar terms. In addition, as our operating subsidiaries and consolidated affiliated entities in China receive substantially all of their revenues in RMB, any significant depreciation of the RMB against the U.S. dollar may have a material adverse effect on our revenues in U.S. dollar terms and financial condition, and the value of, and any dividends payable on, our ordinary shares. For example, to the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert our RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us. In addition, because the RMB is the functional currency of our PRC operating subsidiaries and consolidated affiliated entities, fluctuations in the RMB-U.S. dollar exchange rate could cause us to incur foreign exchange losses to the extent these operating subsidiaries and consolidated affiliated entities hold U.S. dollar cash balances. The foreign exchange losses of \$0.5 million and \$1.3 million we incurred in 2007 and 2008, respectively, and the foreign exchange gain of \$0.2 million in 2009 was primarily due to this reason. These and other effects on our financial data resulting from fluctuations in the value of the RMB against the U.S. dollar could have a material adverse effect on the market price of our ADSs and your investment.

PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident beneficial owners or our PRC subsidiaries to liability or penalties, limit our ability to inject capital into our PRC subsidiaries, limit our PRC subsidiaries’ ability to increase their registered capital or distribute profits to us, or may otherwise adversely affect us.

The SAFE issued a public notice in October 2005 requiring PRC residents to register with the local SAFE branch before establishing or controlling any company outside of China for the purpose of capital financing with assets or equities of PRC companies, referred to in the notice as a “special purpose company.” PRC residents who

are beneficial owners of special purpose companies and have completed round trip investments but did not make foreign exchange registrations for overseas investments before November 1, 2005 were retroactively required to register with the local SAFE branch before March 31, 2006. PRC resident beneficial owners of special purpose companies are also required to amend their registrations with the local SAFE branch in certain circumstances.

We have requested our beneficial owners who are PRC residents to make the necessary applications, filings and amendments as required by the SAFE, but we cannot provide any assurances that all of our beneficial owners who are PRC residents will make or obtain any applicable registrations or approvals required by these SAFE regulations. The failure or inability of our PRC resident beneficial owners to comply with SAFE rules and the registration procedures set forth therein may subject these beneficial owners or our PRC subsidiaries to fines and legal sanctions; restrict our cross-border cash flows; limit our PRC subsidiaries' ability to distribute dividends, repay foreign loans or make other outbound payments; limit our ability to make capital contributions, or foreign exchange-denominated loans to our PRC subsidiaries or other inbound payments; or otherwise adversely affect our business. Moreover, failure to comply with SAFE registration requirements could result in liabilities under PRC laws for evasion of foreign exchange restrictions.

As it is uncertain how the SAFE regulations will be interpreted or implemented, we cannot predict how these regulations will affect our business operations or future strategy. For example, we may be subject to more stringent review and approval process with respect to our foreign exchange activities, such as remittance of dividends and foreign currency-denominated borrowings, which may adversely affect our results of operations and financial condition. In addition, if we decide to acquire a PRC domestic company, we cannot assure you that we or the owners of such company, as the case may be, will be able to obtain the necessary approvals or complete the necessary filings and registrations required by the SAFE regulations. This may restrict our ability to implement our acquisition strategy and could adversely affect our business and prospects.

Failure to comply with PRC regulations regarding the registration requirements for employee stock ownership plans or share option plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions.

Under the applicable regulations and SAFE rules, PRC citizens who participate in an employee stock ownership plan or a stock option plan in an overseas publicly-listed company are required to register with SAFE and complete certain other procedures. For participants of an employee stock ownership plan, an overseas custodian bank should be retained by the PRC agent, which could be the PRC subsidiary of such overseas publicly-listed company, to hold on trusteeship all overseas assets held by such participants under the employee share ownership plan. In the case of a stock option plan, a financial institution with stock brokerage qualification at the place where the overseas publicly-listed company is listed or a qualified institution designated by the overseas publicly-listed company is required to be retained by the PRC agent to handle matters in connection with the exercise or sale of stock options for the stock option plan participants. We and our PRC employees who have been granted stock options are subject to this rule. We cannot assure you that we and our PRC optionees will complete such registration procedures in a timely manner, or at all. If we or our PRC optionees fail to comply with these regulations, we or our PRC optionees may be subject to fines and legal sanctions.

PRC regulations relating to foreign acquisitions may subject us to requisite approval by the Ministry of Commerce, and the failure to obtain such approval could have a material and adverse effect on our business, operating results, reputation and trading price of our ADSs.

The M&A Regulation promulgated by six PRC regulatory agencies on August 8, 2006 and amended on June 22, 2009 includes provisions that purport to require approval of the Ministry of Commerce for acquisitions by offshore entities established or controlled by domestic companies, enterprises or natural persons of onshore entities that are related to such domestic companies, enterprises or natural persons. In December 2008, the Ministry of Commerce circulated an updated handbook on its guidance on the administration of foreign investment access. This handbook includes provisions that tentatively limit the acceptance by the Ministry of Commerce of applications for the approval of such foreign acquisitions among related parties under the M&A Regulation to those in which the offshore company is either a listed company or a company duly established overseas that conducts the acquisition with the profit generated from its own operation. However, the interpretation and implementation of the M&A

Regulation remain unclear with no consensus currently existing regarding the scope and applicability of the Ministry of Commerce approval requirement on such foreign acquisitions among related parties.

In 2008, for the purpose of a series of our acquisitions of advertising services and future businesses that may otherwise be restricted for foreign investments, we, through Shanghai CRIC, entered into contractual arrangements with Tian Zhuo, our consolidated affiliated entity, and its shareholder, which provide us with substantial ability to control Tian Zhuo. After the transfer of 10% equity interests in Tian Zhuo from Mr. Xin Zhou to Mr. Xudong Zhu in July 2009, we entered into a series of new or amended contractual arrangements with Tian Zhuo and its shareholders which continue to provide us with substantial ability to control Tian Zhuo.

Our PRC legal counsel has advised us, based on their understanding of the current PRC laws, rules, regulations and administrative practices under the M&A Regulation up to the date of this annual report, that neither the M&A Regulation itself nor the PRC laws, rules, regulations and administrative practices under the M&A Regulation made public as of the date of this annual report have clearly indicated the application of the M&A Regulation in connection with the contractual arrangements between Shanghai CRIC and Tian Zhuo and its shareholders, and it is not necessary for us to submit an application to the Ministry of Commerce for its approval in connection with such contractual arrangements.

We have been advised by our PRC legal counsel, however, that there are still uncertainties as to how the M&A Regulation will be interpreted or implemented. If the Ministry of Commerce subsequently determines that Ministry of Commerce approval was required for such contractual arrangements, we may need to apply for a remedial approval from the Ministry of Commerce. There can be no assurance that we will be able to obtain such approval or waiver of such approval from the Ministry of Commerce. Our inability to obtain such approval or waiver from the Ministry of Commerce may have material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. Further, we may be subject to certain administrative punishments or other sanctions from the Ministry of Commerce. The Ministry of Commerce or other regulatory agencies may impose fines and penalties on our operations in the PRC, limit our operating privileges in the PRC, or take other actions that could have further material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs.

Failure to comply with PRC laws and regulations relating to the advertising industry may subject us to fines and legal or administrative sanctions, government actions and civil claims, or otherwise adversely affect our operation.

PRC advertising laws and regulations require advertisers, advertising agencies and advertising distributors to ensure that the contents of the advertisements they prepare or distribute are fair and accurate and are in full compliance with applicable laws. Violation of these laws or regulations may result in penalties, including fines, confiscation of advertisement fees, orders to cease dissemination of the advertisements and orders to publish an announcement correcting the misleading information. In circumstances involving serious violations, the PRC government may revoke a violator's license for advertising business operations and the violator may even be subject to criminal prosecutions. We are obligated under PRC laws and regulations to monitor the content of advertisements that we serve onto print media, websites or other media for compliance with applicable laws. In addition, where special government review or government approval is required for specific product advertisements, we are separately obligated to confirm that such review has been performed and approval has been obtained. We have taken measures to comply with such requirements, including requesting relevant documents from the advertisers. Our reputation will be damaged and our results of operations may be materially and adversely affected if advertisements served by us are in violation of relevant PRC advertising laws and regulations or have not received required approval from the relevant government authorities or are not compliant in contents. If we are found to be liable in any government proceedings or civil actions against us, our business could be materially and adversely affected.

Our holding company relies principally on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements it may have, and any limitation on the ability of our PRC subsidiaries to make payments to our holding company could have a material adverse effect on its ability to fund our operations, make investments or acquisitions, or pay dividends.

China Real Estate Information Corporation is a holding company, and it relies principally on dividends from our subsidiaries in China to fund any cash and financing requirements it may have, including the funds necessary to pay dividends and other cash distributions to the shareholders and service any debt it may incur. Current PRC regulations permit our PRC subsidiaries to pay dividends only out of their accumulated profits, if any, determined in accordance with Chinese accounting standards and regulations. In addition, each of our subsidiaries in China is required to set aside a certain amount of its after-tax profits each year, if any, to fund certain statutory reserves. These reserves are not distributable as cash dividends. Furthermore, if our subsidiaries in China incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other payments to our holding company. In addition, the PRC tax authorities may require us to adjust our taxable income under the contractual arrangements we currently have in place in a manner that would materially and adversely affect our PRC subsidiaries' ability to pay dividends and other distributions to our holding company. Any limitation on the ability of our PRC subsidiaries to distribute dividends or other payments to our holding company could materially and adversely limit its ability to fund our business operations, make investments or acquisitions that could be beneficial to our businesses or pay dividends.

PRC regulation of loans and direct investment by offshore holding companies to PRC entities may delay or prevent us from making loans or additional capital contributions to our PRC operating subsidiaries.

As an offshore holding company of our PRC operating subsidiaries, we may make loans to our PRC subsidiaries. Any loans to our PRC subsidiaries are subject to approval by relevant governmental authorities in China and other requirements under relevant PRC regulations.

We may also decide to finance our PRC subsidiaries by means of capital contributions. According to the relevant PRC regulations on foreign-invested enterprises in China, depending on the amount of total investment and the type of business in which a foreign-invested enterprise is engaged, capital contributions to foreign-invested enterprises in China are subject to approval by the Ministry of Commerce or its local branches. We may not obtain these government approvals on a timely basis, if at all, with respect to future capital contributions by us to our PRC subsidiaries. If we fail to obtain such approvals, our ability to capitalize our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

The discontinuation of any of the preferential tax treatments currently available to us in the PRC or imposition of any additional PRC taxes on us could adversely affect our financial condition and results of operations.

China passed a new PRC Enterprise Income Tax Law and its implementing rules, both of which became effective on January 1, 2008. The PRC Enterprise Income Tax Law significantly curtails tax incentives granted to foreign-invested enterprises under its predecessor. The PRC Enterprise Income Tax Law, however, (i) reduces the statutory rate of enterprise income tax from 33% to 25%, (ii) permits companies established before March 16, 2007 to continue to enjoy their existing tax incentives, adjusted by certain transitional phase-out rules, and (iii) introduces new tax incentives, subject to various qualification criteria.

The PRC Enterprise Income Tax Law and its implementing rules permit certain "high-technology enterprises" to enjoy a reduced 15% enterprise income tax rate subject to certain new qualification criteria. In the fourth quarter of 2008, Shanghai CRIC was recognized by the local provincial level Municipal Science and Technology Commission, Finance Bureau, and State and Local Tax Bureaus as a "high and new technology enterprise" under the Administrative Rules for the Certification of High and New Technology Enterprises jointly issued by the State Administration of Taxation, the Ministry of Science and Technology and the Ministry of Finance on April 18, 2008, and was further approved by the local tax authorities on April 13, 2009 to be eligible to the reduced 15% enterprise income tax rate for the term commencing on January 1, 2008 and ending on December 31, 2010, as long as it maintains its qualification as a "high and new technology enterprise." The continued qualification of a "high and

new technology enterprise” will be subject to annual evaluation and a three-year review by the relevant government authority in China. If Shanghai CRIC fails to maintain the “high and new technology enterprise” qualification or renew such qualification when the valid term expires, its applicable enterprise income tax rate may increase to up to 25%, which could have a material adverse effect on our financial condition and results of operations.

Pursuant to a Circular on Enterprise Income Tax Preferential Treatments issued by the State Administration of Taxation, a qualified software enterprise is eligible to be exempted from income tax for its first two profitable years, followed by a 50% reduction of income tax for the subsequent three years. Shanghai SINA Leju was recognized as a qualified software enterprise in February 2009 and thus became eligible to be exempted from income tax for 2009, followed by a 50% reduction in income tax from 2010 through 2012. However, the qualified software enterprise status is subject to annual review. If Shanghai SINA Leju fails to maintain the software enterprise status in any annual review, its applicable enterprise income tax rate may increase to up to 25%, which could have a material adverse effect on our financial condition and results of operations.

Preferential tax treatment granted to our subsidiaries by the local governmental authorities is subject to review and may be adjusted or revoked at any time. The discontinuation of any preferential tax treatments currently available to us and our wholly-owned subsidiaries will cause our effective tax rate to increase, which could have a material adverse effect on our financial condition and results of operations. We cannot assure you that we will be able to maintain our current effective tax rate in the future.

Our business benefits from tax-related government incentives and discretionary policies. Expiration of, or changes to, these incentives or policies could have a material adverse effect on our operating results.

Since 2009, Shanghai CRIC has been granted certain governmental financial subsidies by the Zhabei District government in Shanghai. Local governments may decide to reduce or eliminate subsidies at any time. In addition, we cannot assure you of the continued availability of the government incentives and subsidies currently enjoyed by some of our PRC subsidiaries and consolidated affiliated entities. Furthermore, local implementations of tax laws may be found in violation of national laws or regulations, and as a consequence, we may be subject to retroactive imposition of higher taxes. Starting from year 2007, we are required under U.S. GAAP to accrue taxes for these contingencies. The change in accounting requirement for reporting tax contingencies, any reduction or elimination of subsidies and any retroactive imposition of higher taxes could have an adverse effect on our results of operations.

Dividends payable to us by our PRC subsidiaries may be subject to PRC withholding taxes, we may be subject to PRC taxation on our worldwide income, and dividends distributed to our non-PRC investors may be subject to PRC withholding taxes under the PRC Enterprise Income Tax Law.

Under the PRC tax laws effective prior to January 1, 2008, dividends paid to foreign investors by foreign-invested enterprises, such as dividends paid to us by our PRC subsidiaries, were exempted from PRC withholding tax. Under the PRC Enterprise Income Tax Law and its implementation rules effective on January 1, 2008, all domestic and foreign-invested companies in China are subject to a uniform enterprise income tax at the rate of 25% and dividends from a PRC subsidiary to its foreign parent company are subject to a withholding tax at the rate of 10%, unless such foreign parent company’s jurisdiction of incorporation has a tax treaty with China that provides for a reduced rate of withholding tax, or the tax is otherwise exempted or reduced pursuant to the PRC tax laws.

Under the Administrative Measures for Non-Residents Enjoying Tax Treaty Benefits (Trial Implementation), effective on October 1, 2009, our Hong Kong subsidiaries need to obtain approval from the competent local branch of the State Administration of Taxation in order to enjoy the preferential withholding tax rate of 5% in accordance with the Arrangement between Mainland China and Hong Kong for the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income. To date, the State Administration of Taxation has not published more detailed implementing regulations for these measures. The State Administration of Taxation further promulgated a circular on October 27, 2009, which provides that tax treaty benefits will be denied to “conduit” or shell companies without business substance and that a beneficial ownership analysis will be used based on a “substance-over-the-form” principle to determine whether or not to grant the tax treaty benefits. It is unclear at this stage whether this circular applies to dividends from our PRC subsidiaries paid to us through our Hong Kong subsidiaries. However, it is possible that our Hong Kong subsidiaries might not be considered as the “beneficial

owner” of any dividends from their PRC subsidiaries and as a result would be subject to withholding tax at the rate of 10%. As a result, there is no assurance that our Hong Kong subsidiaries will be able to enjoy the preferential withholding tax rate.

Under the PRC Enterprise Income Tax Law, enterprises organized under the laws of jurisdictions outside China with their “de facto management bodies” located within China are considered PRC resident enterprises and therefore be subject to PRC enterprise income tax at the rate of 25% on their worldwide income. Under the implementation rules of the PRC Enterprise Income Tax Law, “de facto management bodies” is defined as the bodies that have material and overall management and control over the manufacturing and business operations, personnel and human resources, finances and treasury, and acquisition and disposition of properties and other assets of an enterprise. In addition, a circular issued by the State Administration of Taxation on April 22, 2009 provides that a foreign enterprise controlled by a PRC company or a PRC company group will be classified as a “resident enterprise” with its “de facto management bodies” located within China if the following requirements are satisfied: (i) the senior management and core management departments in charge of its daily operations function mainly in the PRC; (ii) its financial and human resources decisions are subject to determination or approval by persons or bodies in the PRC; (iii) its major assets, accounting books, company seals, and minutes and files of its board and shareholders’ meetings are located or kept in the PRC; and (iv) more than half of the enterprise’s directors or senior management with voting rights reside in the PRC.

The PRC Enterprise Income Tax Law and its implementation rules are relatively new and ambiguities exist with respect to the interpretation of the provisions relating to resident enterprise issues. Although our offshore holding companies are not controlled by any PRC company or company group, we cannot assure you that we will not be deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law and its implementation rules. If we are deemed to be a PRC resident enterprise, we will be subject to PRC enterprise income tax at the rate of 25% on our worldwide income. In that case, however, dividend income we receive from our PRC subsidiaries may be exempted from PRC enterprise income tax because the PRC Enterprise Income Tax Law and its implementation rules generally provide that dividends received by a PRC resident enterprise from its directly invested entity that is also a PRC resident enterprise is exempted from enterprise income tax. However, as there is still uncertainty as to how the PRC Enterprise Income Tax Law and its implementation rules will be interpreted and implemented, we cannot assure you that we are eligible for such PRC enterprise income tax exemptions or reductions.

In addition, ambiguities also exist with respect to the interpretation of the provisions relating to identification of PRC-sourced income. If we are deemed to be a PRC resident enterprise, dividends distributed to our non-PRC entity investors by us, or the gain our non-PRC entity investors may realize from the transfer of our ordinary shares or ADSs, may be treated as PRC-sourced income and therefore be subject to a 10% PRC withholding tax pursuant to the PRC Enterprise Income Tax Law.

If we became a PRC resident enterprise under the new PRC tax system and received income other than dividends, our profitability and cash flows would be adversely affected due to our worldwide income being taxed in China under the PRC Enterprise Income Tax Law. Additionally, we would incur an incremental PRC dividend withholding tax cost if we distributed our profits to our ultimate shareholders. There is, however, not necessarily an incremental PRC dividend withholding tax on the piece of the profits distributed from our PRC subsidiaries, since they would have been subject to PRC dividend withholding tax even if we were not a PRC tax resident.

Risks Related to Our ADSs

The market price for our ADSs has been and may continue to be volatile.

The market price for our ADSs has been and may continue to be volatile and subject to wide fluctuations in response to factors including the following:

- actual or anticipated fluctuations in our quarterly operating results;
- changes in financial estimates by securities research analysts;
- conditions in the real estate and/or advertising industries in China;
- changes in the economic performance or market valuations of other real estate services companies;

- announcements by us or our competitors of new products, acquisitions, strategic partnerships, joint ventures or capital commitments;
- addition or departure of key personnel;
- sales or repurchases of our ADSs or ordinary shares; and
- general economic or political conditions in China.

In addition, the securities markets in the United States, China and elsewhere have from time to time experienced significant price and volume fluctuations that are not related to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of our ADSs.

We may need additional capital, and the sale of additional ADSs or other equity securities could result in dilution to our shareholders.

We believe that our current cash, cash equivalents and cash flow from operations will be sufficient to meet our anticipated cash needs for the foreseeable future. We may, however, require additional cash resources due to changed business conditions or other future developments, including any investments or acquisitions we may decide to pursue. If these resources are insufficient to satisfy our cash requirements, we may seek to sell additional equity or debt securities or obtain a credit facility. The sale of additional equity securities could result in dilution to our shareholders. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. It is uncertain whether financing will be available in amounts or on terms acceptable to us, if at all.

Substantial future sales of our ADSs in the public market, or the perception that these sales could occur, could cause the price of our ADSs to decline.

Additional sales of our ordinary shares in the public market, or the perception that these sales could occur, could cause the market price of our ADSs to decline. As of March 31, 2010, we have 142,984,722 ordinary shares outstanding, more than 85% of which will be available for sale upon the expiration of the applicable lock-up period, subject to volume and other restrictions as applicable under Rule 144 under the Securities Act. The lock-up period in relation to the initial public offering on October 16, 2009 has expired.

In addition, we, E-House and SINA have entered into an agreement which provides E-House and SINA certain rights to cause us to register the sale of shares held by E-House and SINA. Registration of the sale of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the sale of such shares pursuant to the effective registration. Sales of these registered shares in the public market could cause the price of our ADSs to decline.

We are a “controlled company” within the meaning of the NASDAQ Stock Market Rules and, as a result, we are exempted from certain corporate governance requirements that provide protection to shareholders of other companies.

Currently, E-House owns more than 50% of the total voting power of our company and thus making our company a “controlled company” under the NASDAQ Stock Market Rules. As a controlled company, we are exempted from certain NASDAQ corporate governance requirements, including the requirement that a majority of our board of directors consist of independent directors. We are not required to and will not voluntarily meet these requirements. As a result of our use of the “controlled company” exemptions, you will not have the same protection afforded to shareholders of companies that are subject to all of NASDAQ’s corporate governance requirements.

Item 4. Information on the Company

A. History and Development of the Company

SINA Corporation was founded in March 1999 through the merger of Beijing SINA Information Technology Co. Ltd. and California-based SINANET.com. In April 2000, the Company completed its initial public offering and was listed on the NASDAQ market. Incorporated in the Cayman Islands, SINA is headquartered in Shanghai, China.

The Company has offices in the U.S., Hong Kong, Taiwan and throughout the PRC and operates a network of four websites around the world. SINA's principal place of operations is located at 20/F Beijing Ideal International Plaza, No. 58 Northwest 4th Ring Road, Haidian District, Beijing, 100080, People's Republic of China. The telephone number of SINA at this address is +8610 8262 8888.

The primary focus of our operations is in China, where we derive the majority of our revenues. From 1999 to 2001, our growth was mainly driven by our online advertising business, which generated the majority of our total revenues. We began offering MVAS under arrangements with third-party operators in the PRC in late 2001 and have up until 2004 experienced significant growth in MVAS revenues. We have grown organically and through acquisitions and partnerships in recent years. For example, we acquired Memestar Limited in 2003, Crillion Corporation in 2004 and Davidhill Capital Inc. in 2004. In 2008, we spun off our real estate and home decoration channels into a subsidiary and sold a 34% interest to E-House. In October 2009, we injected our online real estate advertising business into our majority-owned subsidiary China Online Housing Technology Corporation ("COHT") and exchanged our interest in COHT for approximately 33% interest in CRIC upon the successful listing of CRIC on the NASDAQ Global Select Market.

Our business operations in China are conducted primarily through wholly-owned subsidiaries, including SINA.com Technology (China) Co. Ltd., SINA Technology (China) Co. Ltd., Beijing New Media Information Technology Co. Ltd., Beijing SINA Advertising Co. Ltd., SINA (Shanghai) Management Co. Ltd., Shanghai SINA Advertising Co. Ltd., Fayco Network Technology Development (Shenzhen) Co. Ltd. and significant VIEs, including Beijing SINA Internet Information Service Co., Ltd., Guangzhou Media Message Technologies, Inc., Beijing Star-Village Online Cultural Development Co., Ltd., Shenzhen Wang Xing Technology Co., Ltd. and Beijing SINA Infinity Advertising Co., Ltd.

B. Business Overview

Overview

SINA is an online media company and MVAS provider in the People's Republic of China and the global Chinese communities. With a branded network of localized websites targeting Greater China and overseas Chinese, the Company provides services through five major business lines including SINA.com (online news and content), SINA Mobile (MVAS), SINA Community (Web 2.0 and social networking-based services and games), SINA.net (search and enterprise services) and SINA E-Commerce (online shopping). Together these business lines provide an array of services including region-focused online portals, MVAS, social networking service ("SNS"), such as micro-blog and album, blog, audio and video streaming, album, online games, email, search, classified listings, fee-based services, e-commerce and enterprise e-solutions. The Company generates the majority of its revenues from online advertising and MVAS offerings and, to a lesser extent, from fee-based services.

SINA offers distinct and targeted content on each of its region-specific websites and a range of complementary offerings designed to broaden its user base and increase user traffic. The Company aims to become the media platform of choice for Internet users to research and retrieve information, share opinions and build social networks and for businesses to market and promote their products. SINA offers a range of complementary offerings, all centered on its core content business that are intended to enhance the attractiveness of its portal business and strengthen its reach in the community.

During 2009, SINA focused on solidifying and expanding our leadership in the online media space. With the merger of COHT with CRIC, SINA diversified its online real estate advertising business into a real estate information and consulting vertical with both online and offline capabilities. SINA also enhanced its multimedia, multi-device platform through investments in video, social networking and mobile Internet services. We believe these efforts will position our core businesses for further success as the Chinese economy rebounds from the global economic recession.

Market Opportunities

SINA's primary focus is on the China market. The success of our business is tied to the size and vitality of China's economy. In a preliminary study published by the Chinese National Bureau of Statistics, China's gross

domestic product (GDP) reached \$4.9 trillion in 2009, representing an 8.7% year-on-year growth rate. The latest survey by China Internet Network Information Center (“CNNIC”) shows that the number of Internet users in China has grown 28.9% from last year to 384 million as of the end of 2009. The large user base makes China an attractive market for the Company to expand its product offerings and to grow its revenue streams. According to the latest survey by CNNIC, 90% of the Internet users in China have access to broadband. The large broadband adoption creates opportunities for the online industry, particularly in the areas of audio and video-based products and services, such as rich media and video advertising. In addition, based on a January 2010 report issued by MII, the number of mobile phone users has increased 16.5% year-over-year to 747 million at the end of 2009. During 2009, telecom operators in China stepped up their efforts in building 3G networks and promoting their platforms. The development of 3G mobile services over time will level the playing field among the operators, improve the performance of Internet access via mobile phones and significantly broaden the reach of the mobile Internet in China. We believe this will create additional business opportunities for us going forward.

Properties and Product Offerings

SINA provides services through five major business lines, including SINA.com, SINA Community, SINA Mobile, SINA.net and SINA E-Commerce, which are categorized into two revenue streams — advertising and non-advertising. The following table presents an overview of our revenue reporting structure as well as our vertical properties and services:

Properties and Services	Revenue Classification					
	Advertising (Online Advertising)			Non-Advertising (MVAS, Search, and Fee-Based Services)		
	SINA.Com	SINA Community	SINA Mobile	SINA.Net	SINA E-Commerce	Others
	• News and online	• Blog	• SMS	• Search	• Online Shopping	• Licensed fees from CRIC
	• Vertical content	• Micro-blog	• IVR	• Enterprise solutions		
	• Online advertising	• Podcasting	• MMS			
		• Album	• WAP			
		• Bar	• CRBT			
		• Notepad	• KJAVA			
		• Instant-messaging				
		• Group				
		• BBS				
		• Email				
		• Post				
		• Space				

SINA.com

SINA is an online brand advertising property in China. SINA employs a multi-pronged sales strategy that targets both short-term revenue opportunities such as banner advertising campaigns, as well as longer-term, higher-value contracts that include integrated marketing packages. The Company’s advertising product offerings consist of banner, button, text-link and in-stream video advertisements that appear on pages within the SINA network, channel and promotional sponsorships, and advertising campaign design and management services.

The Company’s primary target client base for advertising and sponsorships consists of global corporations doing business in Greater China and domestic companies in each of the regions SINA operates in, to which the Company sells from both its corporate and regional headquarters. Global corporations are typically Fortune 1000 companies that employ a global approach to their branding, marketing and communications programs. Regional companies consist of medium to large companies that are focused on specific geographic and demographic markets and smaller companies whose markets are within a local territory.

SINA’s portal network consists of four destination websites dedicated to its users across the globe: Mainland China (www.sina.com.cn), Taiwan (www.sina.com.tw), Hong Kong (www.sina.com.hk), and overseas Chinese in North America (www.sina.com). Each destination site consists of Chinese-language news and content organized

into interest-based channels. The sites offer extensive community and communication services and sophisticated web navigation capability through SINA search and directory services.

SINA.com offers a variety of free interest-based channels that provide region-focused format and content. The most popular channels include:

SINA News. SINA News aggregates feeds from news providers, bringing together content from media companies, such as CCTV, China Beijing TV Station (“BTV”), China News, Agence France-Presse (“AFP”), Associated Press, Reuters, Getty Images, China Daily, Nanfang Daily Group, Beijing News, Xinhua Net and Xinhua News Agency. Through SINA News, users have easy access to breaking news coverage from multiple sources and points of view.

SINA Sports. SINA Sports offers multimedia news and information on a wide range of sporting events from home and abroad. SINA Sports features domestic and international soccer matches, NBA games, general sports as well as exciting coverage of world-famous sports stars and teams.

SINA Entertainment. SINA Entertainment contains extensive coverage of local and international entertainment news and events, including dining, movies, television programs, plays, operas, as well as popular and classical music.

SINA Auto. SINA Auto offers the latest automobile-related news and service information to provide car buyers and automobile enthusiasts with the most current information on automotive pricing, reviews and featured guides.

SINA Finance. SINA Finance provides business news coverage and personal finance columns. SINA Finance also offers stock quotes from the major exchanges around the world, including U.S., Shanghai, Shenzhen and Hong Kong stock exchanges, as well as breaking news from individual listed companies and market trend analysis.

SINA Eladies. SINA Eladies serves as an interactive platform for fashion-conscious users to share comments and ideas on a range of topics, such as health, cosmetics and beauty. SINA Eladies also provides real-time coverage of major world fashion events, bringing users the latest on styles and trends.

SINA Luxury. SINA Luxury caters to the increasing demand for luxury goods and high-end services in China. SINA Luxury covers a variety of luxurious topics including wines, cigars, top-brand apparels and accessories as well as services aimed at high net worth populations.

SINA Real Estate. SINA Real Estate provides the latest news, pricing and availability of new, used and rental properties. It also features interactive electronic maps, discussion forums and how-to guides for buyers, sellers and owners of properties on topics ranging from home buying, selling, furnishing and repairs. SINA Real Estate is operated by COHT, which is owned by CRIC in which SINA holds a minority interest.

SINA Technology. SINA Technology provides updates on recent activities of high-tech corporations as well as industry trends in China and on technology markets worldwide.

SINA Digital. Spun off from SINA Technology channel in July 2008, SINA Digital offers in-depth reviews of digital products, including mobile phones, desktops and notebook computers, digital cameras, MP3 players and televisions. Product search and software download services are also provided on this channel.

SINA Music. SINA Music is an integrated music community platform that is built on our license agreements with the largest global and domestic music labels, such as Time Warner, Sony Music, EMI, and Rock Music. This platform provides music lovers with free on-demand streaming of CD-quality, licensed songs and music videos, information and updates from the music industry, theme-based online communities and live broadcast of music concerts.

SINA Game. SINA Game serves as an interactive platform that provides users with downloads and gateway access to popular online games, information and updates on popular online and PC games and value-added application tools, all aimed at enhancing the overall multimedia community experiences of China’s online game players.

SINA Tools. Launched in November 2008, SINA Tools provides Internet users with a wide range of practical online tools, such as weather forecasts, metric conversion, Internet connection speed testing, online translation and digital map service that allows users to search for businesses, addresses and places of interest.

SINA Book Reviews. SINA Book Reviews is a one stop shop for book reviews as well as complimentary and fee-based online book reading. It also features information and updates on hot social and cultural topics and interviews with writers and famous opinion leaders.

SINA Video. SINA Video is an online video platform that provides high-quality, easy-to-use interactive video products. SINA Video is divided into various vertical categories, including News, Entertainment, Music, Sports, Financial, Life, VIP Chat, Movie Premieres and SINA TV. The latter includes streaming of a broad range of television programs both in real time and on an on-demand basis.

SINA WAP. SINA WAP is a mobile portal offering a world of free information and entertainment. Users can access the latest information around the world and perform web searches via mobile phone.

SINA Community

SINA Community aims at providing a user-generated platform for information and entertainment and promoting the social networking experience for SINA netizens.

SINA Blog. Launched in 2005, SINA Blog has become a popular platform for Chinese bloggers to read and publish original writings. Building on SINA's brand prestige and large user traffic, SINA Blog represents a destination for celebrities to maintain a direct dialog with their fans.

SINA Micro-blog. Launched in October 2009, SINA Micro-blog is a social networking and micro-blogging service that enables its users to send and read multi-media or text-based messages of up to 140 characters displayed on the author's profile page and delivered to the author's circle of friends or followers. Users can send and receive messages via SINA's Micro-blog website as well as via mobile phones. The connection to mobile phones, by enabling easier and more frequent access to micro-blogging service and instantaneous interactions within inter-linked networks, expedites the spread of information and upgrades the social networking experience to a different level.

SINA Podcasting. SINA Podcasting, launched in December 2006, allows users to upload, publish and manage their audio-visual information in addition to the basic text and image transfer provided by SINA Blog. SINA Podcast serves as a personal multimedia platform for users to create their individual online portals.

SINA Album. Launched in July 2007, SINA Album is a photo sharing platform where users can upload, store, download and share their photos. It also supports social networking functions such as commenting on the photos and tagging friends.

SINA Bar. Launched in December 2007, SINA Bar offers a community-based platform for users to exchange views and share comments on common interest areas. SINA Bar is different from SINA BBS in that it allows users to initiate topics on their own.

SINA Notepad. SINA Notepad was created in April 2007 as an intra-community messaging tool that allows users to send private messages to other community members.

SINA UC. Apart from the traditional text-based instant messaging, SINA UC also provides users with audio and video-based instant messaging tools to enable multimedia social experiences.

SINA Group. SINA Group builds on existing SINA Community services, such as SINA Blog, to create user-maintained and supported online communities.

SINA BBS. SINA BBS hosts topic-specific discussion forums in Chinese language.

SINA Mail. SINA Mail services include Free Email, VIP Mail and Corporate Email for enterprise users. SINA Mail supports both POP3 and SMTP access and provides users with year-round anti-spam and anti-virus protection.

SINA Post. As part of SINA’s classified ad service, SINA Post was launched in 2005 to allow free posting of advertisements for individual and enterprise users. SINA’s proprietary classified search technology allows users to find data and information.

SINA Mobile

SINA’s MVAS, launched in April 2002, allow users to receive news and information, download ring tones and pictures, and participate in dating and friendship communities. Users can order these services through the SINA website or through their mobile phones on a monthly subscription or pay-per-message basis. SINA offers MVAS through a wide range of products such as content downloading, news subscription and mobile games, on multiple platforms such as SMS, MMS, WAP, IVR, CRBT and KJAVA.

SINA’s competitive advantage in MVAS comes from its online and offline marketing channels. As a leading online media company in China, SINA leverages its large number of unique users and online content portfolio. Offline, SINA has a large local sales team that covers the majority of the provinces and municipalities in China as well as a significant presence in local TV, radio and print advertising. SINA has established content partnerships with certain international record label companies to provide image and music downloads. SINA Mobile provides MVAS mainly through operator platforms, including the Monternet platform of China Mobile and the UNI-Info platform of China Unicom. SINA also works closely with provincial operators to jointly promote its MVAS offerings.

SINA’s MVAS can be categorized into three main categories: news and information, community, and multimedia downloads:

<u>News and Information</u>	<u>Community</u>	<u>Multimedia Downloads</u>
<ul style="list-style-type: none">• Headline news• Financial news• Technology news• Sports news• Weather forecast• Jokes	<ul style="list-style-type: none">• Games and quizzes• Educational products	<ul style="list-style-type: none">• Ring tones• Logos and pictures• Screen savers

SINA provides its MVAS mainly through the following product lines:

SINA SMS. As many mobile phones are able to display and send text in Chinese, SINA developed a suite of short messaging services that includes user-customized information subscription, personal greetings, customized mobile phone screen decoration, personalized ring tones and mobile games.

SINA MMS. Using general packet radio service (“GPRS”) technology, MMS enables users to download color pictures and sophisticated ring tones, as well as transmit more data per message. SINA MMS multimedia functionalities enable content and information exchanges in the form of text, graphics, audio and data.

SINA IVR. IVR (Interactive Voice Response) refers to all voice-activated information retrieval services. Users can obtain information via their mobile phones by dialing a list of fixed numbers and following a set of pre-recorded messages. Sample services include weather forecasting and data searching. IVR offers applications in the areas of interactive games and professional products.

SINA WAP. SINA’s WAP services use GPRS technology to provide users with news and other topical information, multimedia downloads, dating and community services and mobile search services.

SINA CRBT. CRBT refers to the ring tone heard by the callers prior to the call being answered. SINA’s CRBT service gives mobile phone users the option to customize their ring back tone based on popular songs and special sound effects.

SINA KJAVA. SINA KJAVA provides graphic and animated MVAS products on China Mobile’s K-Java mobile platform. SINA KJAVA covers a full range of services including mobile games, animation and videos, portable tools and news updates.

SINA.net

SINA.net serves as an enterprise solutions platform to assist businesses and government bodies to more effectively engage, communicate and transact with their target audiences via the Internet. SINA.net provides businesses and government bodies with e-marketing and e-government solutions including search, corporate email, e-commerce and city portals.

SINA iAsk. SINA iAsk, SINA's proprietary search technology, offers knowledge-based search, community-based search and niche search covering a variety of topical areas. As an intelligent interactive search engine with natural language processing technology, SINA iAsk categorizes search subjects into areas of news, pictures, music, knowledge, and video. SINA iAsk offers an interactive Q&A platform and personalized features such as search by local content (maps, entertainment and travel). iAsk also powers SINA's mobile search engine. Since 2007, SINA has outsourced its web page search to Google under a revenue-sharing arrangement.

In March 2010, Google announced its decision to redirect searches on Google.cn to Google.com.hk. At the end of March 2010, Google's Hong Kong-based search engine suffered a major outage for mainland China users, which Google explained was caused by China's firewall. We are reassessing our cooperation with Google following Google's decision to in effect shut down its China search engine.

SINA E-Commerce

SINA currently offers SINAMall (<http://mall.sina.com.cn>), an online shopping website, on its Chinese Mainland and North America websites. Based on SINA's proprietary technology platform, SINAMall enables both international and local companies to transact business.

Additional information on segment reporting is incorporated herein by reference to Note 13 of the Notes to the Consolidated Financial Statements, which appears in Item 8 of this Annual Report on Form 20-F.

Strategic Relationships

SINA has developed strategic relationships with a range of content, service, application and distribution partners in order to serve users more effectively and to extend its brand and services to a broader audience.

Content Partnerships

The goal of SINA's content partnerships is to provide its users with an extensive offering of Chinese-language content. SINA contracts with content partners to display their content on one or more of its websites free of charge or in exchange for a share of revenue, a licensing fee, and access to SINA-generated content or a combination of these arrangements. Some of SINA's leading content providers include CCTV, BTV, Xinhua News Agency, China News, AFP, Associated Press, Reuters, Getty Images, China Daily, Nanfang Daily Group, Xinhua Net and Beijing News. For its mobile content, SINA has established content partnerships with certain international record label companies to provide image and music downloads.

Application and Service Partnership

The goal of SINA's application and service partnerships is to ensure that its users have access to user-friendly, reliable and scalable communication and search tools. Because many of SINA's prospective partners have traditionally focused on non-Chinese speaking markets, SINA's internal engineering and development teams often work closely with them to localize their solutions for the Chinese-language market.

Technology Infrastructure

SINA's infrastructure allows users to access its products and services, regardless of their geographical location. SINA's infrastructure is also designed to provide high-speed access by forwarding queries to its web hosting sites with greater resources or lower loads. The Company's web pages are generated, served and cached by servers hosted at various co-location web hosting sites in China, U.S., Taiwan and Hong Kong. SINA's servers run on Linux, FreeBSD, Solaris and Windows platforms using Apache, Squid, Ngnix, and Lighttpd servers. These servers are

primarily maintained at China Telecommunications Corporation and China United Network Communications Group Corporation in cities across China, including Beijing, Shanghai, Guangzhou, Tianjin, Jinan, Xian, Harbin, Nanjing, Chengdu, Wuhan and Shenyang, TNN in Taipei, Taiwan, AT&T in San Jose, California, as well as iAdvantage in Hong Kong.

The Company believes that these hosting partners provide operating advantages, including an enhanced ability to protect their systems from power loss, break-ins and other potential external causes of service interruption. They provide continuous customer service, multiple connections to the Internet and a continuous power supply to their systems. In addition, SINA conducts online monitoring of its systems for accessibility, load, system resources, traffic, network-server intrusion and timeliness of content. SINA's mobile applications in China leverage the aforementioned web operation resources by utilizing the wireless infrastructure of China Mobile Communications Corporation and China United Network Communications Group Corporation to provide MVAS to SINA's users. Nevertheless, the Company has experienced slower response time and suffered outages in the past due to equipment and software downtime as well as bandwidth issues with operators. Although these instances have not had a material adverse effect on the Company's business, such instances could have a material impact on its business in the future.

Seasonality

We experience seasonality in our online advertising business. Traditionally, in the China market, the fourth calendar quarter represents the best season for the general advertising market. This is followed by the third and second calendar quarters. The first calendar quarter is usually the worst season in China due to the Chinese New Year holidays. Seasonality in our MVAS and other businesses is less apparent.

Competition

SINA operates in the market of online content and services for the global Chinese community. The industry can be classified as highly competitive and rapidly changing due to the fast growing market.

As SINA expands its product offerings into areas, such as blog, video, social networking, instant messaging and WAP portal, it faces increasing competition from companies that are focused in the same space. In blog, SINA competes with public companies, such as Baidu, Tencent, Netease, Sohu, Shanda (Shanda Literature) and Microsoft (MSN) as well as private companies, such as Bokee, Blogbus, Poco, Blogcn and Hexun in China. In online video, SINA's competitors include private companies, such as Youku, 56.com, Tudou, Ku6, PP Live and PP Stream, as well as the video offerings of large established portal companies such as Tencent, Sohu and Netease. In micro-blog and social networking, in general, SINA competes with private companies like Xiaonei.com, Kaixin001.com, hainei.com, 51.com, Twitter and 159.com, as well as the large portals. In instant messaging, SINA faces competition from the likes of Tencent (QQ), Microsoft (MSN Messenger) and Alibaba/Yahoo! China (Yahoo Messenger). In the WAP portal space, key competitors include Tencent, Kongzhong, Shanghai 3G and WAP portals operated by mobile telecom operators such as China Mobile's Monternet. SINA also faces competition from vertical websites, who may have more resources dedicated to a particular topical area, such as Hexun, East Money, China Finance Online, PCAuto, Auto Home and PC Online. On the mobile side, the Company competes with other service providers such as Kongzhong, Linktone, Hurray and TOM Online that specialize in MVAS as well as large portals. As SINA continues to broaden its range of product offerings, it expects increasing competition from these established players and possibly less well-known players in the coming years. Many of these competitors have greater financial resources and better brand recognition in their respective verticals. In addition, certain companies, especially early-stage venture-backed start-ups may be willing to compete for market share at the expense of generating revenues.

Other online content/services companies, such as Baidu, Tencent, Netease, Sohu and TOM Online, compete with SINA for user traffic, advertising revenue, e-commerce transactions, MVAS and fee-based services. Industry consolidation may occur as the market for the Internet in China matures, which could result in increased competition. The Company also faces competition from international Internet companies such as Yahoo, Microsoft, eBay, Google, Twitter, Facebook, YouTube, MySpace and AOL. With the gradual opening of the telecommunication sector resulting from China's entry into the World Trade Organization, the Company expects an increasing number of international portals and Internet companies to enter the Chinese online media industry. These

companies may have greater brand recognition, financial resources and longer operating histories than we have. SINA also competes for advertisers with traditional media companies, such as newspapers, television networks and radio stations that have a longer history of use and greater acceptance among advertisers. In addition, providers of Chinese language Internet tools and services may be acquired by, receive investments from, or enter into other commercial relationships with large, well-established and well-financed Internet, media or other companies.

SINA's ability to compete successfully depends on many factors, including the quality of its content, the breadth, depth and ease of use of its services, its sales and marketing efforts, and the performance of its technology. See also *"The markets for MVAS and Internet services are highly competitive, and we may be unable to compete successfully against new entrants and established industry competitors, which could reduce our market share and adversely affect our financial performance"* under the Risk Factors section.

Intellectual Property and Proprietary Rights

We rely on a combination of copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy or otherwise obtain and use our technology. Monitoring unauthorized use of our products is difficult and costly, and we cannot be certain that the steps we have taken will prevent misappropriation of our technology, particularly in foreign countries where the laws may not protect our proprietary rights as fully as in the United States. From time to time, we may have to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of our resources.

In addition, third parties may initiate litigation against us alleging infringement of their proprietary rights. In the event of a successful claim of infringement and our failure or inability to develop non-infringing technology or license the infringed or similar technology on a timely basis, our business could be harmed. In addition, even if we are able to license the infringed or similar technology, license fees could be substantial and may adversely affect our results of operations. See *"We may not be able to adequately protect our intellectual property, which could cause us to be less competitive"* and *"We may be exposed to infringement claims by third parties, which, if successful, could cause us to pay significant damage awards"* under the Risk Factors section.

Government Regulation and Legal Uncertainties

The following description of PRC laws and regulations is based upon the opinions of lawyers from Jun He Law Offices, our PRC counsel. For a description of legal risks relating to our ownership structure and business, see "Risk Factors."

Overview

The Chinese government has enacted an extensive regulatory scheme governing the operation of business with respect to the Internet, such as telecommunications, Internet information services, international connections to computer information networks, information security and censorship and administrative protection of copyright. Besides MII and SARFT, the various services of the PRC Internet industry are also regulated by various other governmental authorities, such as SAIC, the State Council Information Office ("SCIO"), the GAPP, the Ministry of Education ("MOE"), the Ministry of Culture ("MCPRC"), the Ministry of Health ("MOH"), and the Ministry of Public Security.

Among all the regulations, the *Telecommunications Regulations of the People's Republic of China*, or the Telecom Regulations, promulgated on September 25, 2000, is the primary governing law. The Telecom Regulations set out the general framework under which domestic Chinese companies such as SINA's subsidiaries and VIEs may engage in various types of telecommunications services in the PRC. They reiterate the long-standing principle that telecommunications service providers need to obtain operating licenses as a mandatory precondition to begin operation. The Telecom Regulations differentiate the telecommunications services into basic telecommunications services and value-added telecommunications services. Value-added telecommunications services are defined as telecommunications and information services provided through public networks. The "Catalogue of Telecommunications Business," an attachment to the Telecom Regulations and updated by *MIIT's Notice on Adjusting the*

Catalogue of Telecommunications Business of April 1, 2003, categorizes various types of telecommunications and telecommunications-related activities into basic or value-added services.

On December 20, 2001, after China's formal entry into the WTO, the State Council promulgated the *Regulations for the Administration of Foreign-Invested Telecommunications Enterprises*, or the FITE Regulations, which became effective on January 1, 2002 and were amended by the State Council on September 10, 2008. The FITE Regulations stipulate that foreign-invested telecommunications enterprises, or FITEs, may undertake operations in basic telecom services and value-added telecom services. Currently, the foreign party to a value-added FITE may hold up to 50% of the equity, with no geographic restrictions on its operations. Before that, foreign investors were prohibited from investing in Internet content services. The PRC government has not made any further commitment to loosen the regulation on FITEs, except for qualified Hong Kong Service Providers under the Mainland and Hong Kong Closer Economic Partnership Arrangement.

According to the *Measures for the Administration of Internet Information Services* described below, an enterprise must obtain a license for operating value-added telecommunication services to conduct Internet content service businesses. When the Internet content involves areas of news, education, medicine, health, pharmaceuticals and medical equipment, which are regulated by MCPRC, MOE, MOH and other governmental authorities, respectively, the enterprise must also obtain permission from responsible national authorities.

PRC Corporate Structure

The Chinese government restricts foreign investment in Internet-related and MVAS businesses. Accordingly, we operate our Internet-related and MVAS businesses in China through our VIEs that are PRC domestic companies owned principally or completely by certain of our PRC employees or PRC employees of our directly-owned subsidiaries. For a list of our material directly-owned subsidiaries and VIEs in China, please see "*C. Organizational Structure*" below.

Classified Regulations

Foreign Investment in Value-added Telecom Services

The MII Circular 2006 was promulgated by MII on July 13, 2006. According to the MII Circular 2006, since the FITE Regulation went into effect, some foreign investors have, by means of delegation of domain names and license of trademarks, conspired with domestic value-added telecom enterprises to circumvent the requirements of FITE Regulations and have been engaged in value-added telecom services illegally.

In order to further intensify the administration of FITEs, the MII Circular 2006 provides that (i) any domain name used by a value-added telecom carrier shall be legally owned by such carrier or its shareholder(s); (ii) any trademark used by a value-added telecom carrier shall be legally owned by the carrier or its shareholder(s); (iii) the operation site and facilities of a value-added telecom carrier shall be installed within the scope as prescribed by operating licenses obtained by the carrier and shall correspond to the value-added telecom services that the carrier has been approved to provide; and (iv) a value-added telecom carrier shall establish or improve the measures of ensuring safety of network information. As to the companies which have obtained the operating licenses for value-added telecom services, they are required to conduct self-examination and self-correction according to the said requirements and report the result of such self-examination and self-correction to MII.

Accordingly, the ICP Company submitted the Self-Correction Scheme to MII on November 17, 2006. Under the Self-Correction Scheme, (i) the domain name "www.sina.com.cn" mainly used by the ICP Company shall be transferred from BSIT to the ICP Company, and (ii) the trademark "SINA" ("(CHINESE CHARACTERS)") used by the ICP Company shall be transferred from BSIT to the ICP Company. According to the Certificate for Approval of Trademark Transfer issued by the Trademark Office of SAIC on September 28, 2008, the trademark "SINA" has already been transferred to the ICP Company. The domain name "www.sina.com.cn" has been transferred to the ICP Company as well.

Internet Information Services

The *Measures for the Administration of Internet Information Services*, or the ICP Measures, went into effect on September 25, 2000. Under the ICP Measures, any entity providing information to online Internet users must obtain an operating license from MII or its local branch at the provincial level in accordance with the Telecom Regulations described above. The ICP Measures further stipulate that entities providing online information services in areas of news, publishing, education, medicine, health, pharmaceuticals and medical equipment must obtain permission from responsible national authorities prior to applying for an operating license from MII or its local branch at the provincial or municipal level. Moreover, ICPs must display their operating license numbers in a conspicuous location on their websites. ICPs must police their websites to remove categories of harmful content that are broadly defined. This obligation reiterates Internet content restrictions set by other ministries over the past few years.

The ICP Company currently holds a Telecommunication and Information Services Operating License, which was issued on December 5, 2005 by MII with a validity term up to December 4, 2010 subject to annual inspection. It also obtained a permit for operating its bulletin board systems on July 16, 2001 pursuant to additional ICP Measure regulations released on October 8, 2000, which requires all companies that operate bulletin board systems, or BBS, to obtain official permits.

Beijing Star-Village Online Cultural Development Co., Ltd. (“StarVI”) currently holds a Telecommunication and Information Services Operating License, which was issued on March 4, 2008 by MII with a validity term up to December 4, 2010 subject to annual inspection, authorizing the provision of business of information services excluding in areas of news, publishing, education, medicine, health, pharmaceuticals, medical equipment and BBS.

Shenzhen Wang Xing Technology Co., Ltd. (“Wangxing”) currently holds a Value-Added Telecommunication Services Operating License issued on September 18, 2009 by Guangdong Communication Administration Bureau with a validity term up to September 18, 2014 subject to annual inspection, authorizing the provision of nationwide Internet information services.

Online News Publishing

On November 6, 2000 and September 25, 2005, the *Provisional Regulations for the Administration of Website Operation of News Publication Services* and the *Provisions for the Administration of Internet News Information Services*, respectively, were jointly promulgated by SCIO and MII. The regulations stipulate that general websites set up by non-news organizations may list news released by certain governmental news agencies, if they satisfy the requirements set forth in the foregoing two regulations, but may not publish news items produced by themselves or news sources from elsewhere.

Before commencing news-publishing services, the above regulations also require the general websites of non-news organizations to be approved by SCIO after securing permission from SCIO at the provincial level. In addition, the general websites intending to publish the news released by the aforementioned news agencies must enter into agreements with the respective organizations, and file copies of such agreements with the relevant administration department.

On December 27, 2000, the Information Office of Beijing People’s Government approved the ICP Company to develop online news publishing services. On June 6, 2006, SCIO issued to the ICP Company the Internet News Information Service License, which is subject to annual inspection. The ICP Company has passed the annual inspection for the year 2008.

Online Transmission of Audio-visual Programs

On July 6, 2004, SARFT promulgated the *Measures for the Administration of Publication of Audio-visual Programs through Internet or Other Information Network*, which apply to the opening, broadcasting, integration, transmission or download of audio-visual programs via Internet. An applicant who is engaged in the business of transmitting audio-visual programs shall apply for a license, which is to be issued by SARFT in accordance with the categories of business, receiving terminals, transmission networks, and other items. Validity term of the license is two years and can be renewed upon its expiration. Foreign invested enterprises are not allowed to engage in the above business. Moreover, the audio-visual programs of the news category published to the public through

information network shall be limited to the programs produced and broadcasted by radio stations, television stations, radio television stations and approved news websites within the territory of China.

According to the *Reply on Approvals for Beijing SINA Internet Information Service Co., Ltd. Engaging in the Business of Information Services Relating to Online Transmission of Audio-visual Programs* issued by SARFT on October 17, 2004, the ICP Company has been approved to carry out the online transmission of audio-visual programs. The ICP Company currently holds a License for Online Transmission of Audio-visual Programs issued by SARFT on April 16, 2009, with a validity term up to April 16, 2012.

On December 20, 2007, SARFT and MII jointly promulgated the *Administrative Provisions on Internet Audio-visual Program Service*, or the Audio-visual Program Provisions, which went effective on January 31, 2008. The Audio-visual Program Provisions stipulates, among others, that any entity engaged in Internet audio-visual program service must obtain a License for Online Transmission of Audio-visual Programs issued by SARFT or register with SARFT. An applicant for engaging in Internet audio-visual program service must be a state-owned entity or a state-controlled entity with full corporate capacity, and the business to be carried out by the applicant must satisfy the overall planning and guidance catalogue for Internet audio-visual program service determined by SARFT. It is unclear based on the implement rules of the Audio-visual Program Provisions whether such requirements only apply to the new market entrants for operating Internet audio-visual program services or such requirements apply to both new applicants and entities that have already obtained the License for Online Transmission of Audio-visual Programs.

SARFT and MII later jointly held a press conference in February 2008 to answer questions with respect to the Audio-visual Program Provisions. In that press conference, SARFT and MII clarified that the websites that existed before the promulgation of the Audio-visual Program Provisions may, once they are registered with SARFT, continue operating the audio-visual services so long as those websites have not been in violation of the laws and regulations.

On March 31, 2009, SARFT promulgated the *Notice on strengthening the Administration of the Content of Internet Audio Visual Program*, which reiterated the prohibition of certain types of Internet audio visual programs containing violence, pornography, gambling, terrorism or superstitious factors

Production of Radio and Television Programs

On July 19, 2004, SARFT promulgated the *Regulations for Administration on Production of Radio and Television Programs*, or the “Radio and TV Programs Regulations,” which went into effect as of August 20, 2004. Under the Radio and TV Programs Regulations, any entities engaged in the production of radio and television programs are required to apply for a license from SARFT or its provincial branches.

On March 19, 2009, the ICP Company obtained a license for production of radio and television programs issued by Beijing Radio and Television Bureau. The validity term of such license is up to March 19, 2011 subject to annual inspection.

MVAS

On March 1st, 2009, MII promulgated the *Administrative Measures for the Licensing of Telecommunication Business Operations* (“New Administrative Measures”), which superseded the *Administrative Measures for Telecommunication Business Operating Licenses* published in 2001 (“Old Administrative Measures”) on April 10th, 2009. The New Administrative Measures, like the Old Administrative Measures, require an entity to obtain a business permit, which is divided into two categories — license for basic telecom services and license for value-added telecom services, in order to operate telecommunication business. Furthermore, a distinction is made as to whether a license for conducting value-added telecommunication services is granted for “intra-provincial” or “trans-regional” (inter-provincial) activities. An appendix to the license will detail the permitted activities to be conducted by the enterprise. An approved telecom service operator must conduct its business (basic or value-added) in accordance with the specifications recorded on its Telecom Service Operating License. However, there are still ambiguities regarding the interpretation and application of the FITE Regulations.

The ICP Company currently holds a Value-Added Telecommunication Services Operating License issued on July 7, 2009 by MII subject to annual inspection, authorizing nationwide provision of information service in value-added telecommunications services (excluding fixed line phone call information services and Internet information services). The validity term of this license is up to July 7, 2014. The ICP Company also holds a Value-Added Telecommunication Services Operating License issued by Beijing Communication Administration Bureau on March 10, 2008, with a validity term up to June 1, 2013, authorizing the ICP Company to provide MVAS in Beijing.

Guangzhou Media Message Technologies, Inc. (“Xunlong”) currently holds a Value-Added Telecommunication Services Operating License issued on September 16, 2009 by MII with a validity term up to September 16, 2014 subject to annual inspection, authorizing the provision of nationwide business of information services (excluding fixed line phone call information services and Internet information services).

StarVI currently holds a Value-Added Telecommunications Services Operating License issued on September 16, 2009 with a validity term up to September 16, 2014 subject to annual inspection, authorizing the provision of nationwide business of information services (excluding fixed line phone call information services and Internet information services).

Wangxing currently holds a Value-Added Telecommunication Services Operating License issued on September 16, 2009 by MII with a validity term up to September 16, 2014 subject to annual inspection, authorizing the provision of nationwide business of information services (excluding fixed line phone call information services and Internet information services).

Beijing Western-net Network Technology Co., Ltd. currently holds a Value-Added Telecommunication Services Operating License issued on March 1, 2010 by MII with a validity term up to March 1, 2015 subject to annual inspection, authorizing the provision of nationwide business of information services (excluding fixed line phone call information services and Internet information services). According to the Confirmation Letter issued by Beijing Communication Administration Bureau, Beijing Western-net Network Technology Co., Ltd. has been approved to provide MVAS in Beijing.

Short Messaging Services

On April 29, 2004, MII issued the *Notice on Certain Issues Regarding the Regulation of Short Messaging Services*, or the SMS Notice. The SMS Notice confirms that all mobile communication companies shall provide SMS in cooperation with information service providers who have obtained relevant operating license for SMS. In addition, all mobile communication companies and information service providers shall highlight the fee standards, payment methods and ways of withdrawal in their advertisements for SMS services. For services based on monthly payment and subscription services, providers shall confirm with the users in advance. Without such confirmation, it should be assumed that the user has withdrawn such requirement for services. The mobile communication companies and information service providers shall strictly comply with the service items as agreed upon with the users. And, the information service providers shall examine the contents of short messages. No short message may contain contents forbidden by law.

Internet Publishing

On June 27, 2002, SPPA and MII jointly released the *Provisional Rules for the Administration of Internet Publishing*, or the Internet Publishing Rules, which define “Internet publications” as works that are either selected or edited to be published on the Internet or transmitted to end-users through the Internet for the purposes of browsing, reading, using or downloading by the general public. Such works mainly include content or articles formally published by press media such as: (i) books, newspapers, periodicals, audio-visual products and electronic publications; and (ii) literature, art and articles on natural science, social science, engineering and other topics that have been edited.

According to the Internet Publishing Rules, web portals like SINA are required to apply to and register with GAPP before distributing Internet publications.

In accordance with these rules, the ICP Company obtained the Internet Publication License from GAPP to distribute Internet publications on October 30, 2003 with a ten-year validity term subject to annual inspection.

Online Games

On May 10, 2003, *the Provisional Regulations for the Administration of Online Culture* were issued by MCPRC and went into effect on July 1, 2003 (these regulations were revised by MCPRC on July 1, 2004). According to these regulations, commercial entities are required to apply to the relevant local branch of MCPRC for an Online Culture Operating Permit to engage in online games services.

On July 27, 2004, GAPP and the State Copyright Bureau jointly promulgated *the Notice on Carrying out the Decision from the State Council Regarding the Approval of Electronic and Online Games Publications*, or the Games Notice. According to the Games Notice, the Internet Publication License is required for publishing online games.

According to the *Circular of the Ministry of Culture on Strengthening the Examination of Content of Online Games Products* issued by MCPRC on May 14, 2004, the contents of any foreign online game products should be examined and approved by MCPRC before they are operated within China; and entities engaged in developing and operating domestic online games products should register with the Ministry of Culture.

On November 13, 2009, MCPRC once again issued the *Circular of the Ministry of Culture on Improving and Strengthening the Examination of Content of Online Games*. According to this circular, snotty promotion and advertisement of online games, games propagating eroticism, gambling, violence, online games without the approval from MCPRC, and so on, are strictly prohibited.

On September 28, 2009, GAPP, the National Copyright Administration and the National Office of Combating Pornography and Illegal Publications jointly published the *Notice Regarding the Consistent Implementation of the ‘Stipulations on ‘Three Provisions’ of the State Council and the Relevant Interpretations of the State Commission Office for Public Sector Reform and the Further Strengthening of the Administration of Pre-examination and Approval of Internet Games and the Examination and Approval of Imported Internet Games’* or Circular 13. Circular 13 expressly prohibits foreign investors from participating in Internet game operating business via wholly owned, equity joint venture or cooperative joint venture investments in China, and from controlling and participating in such businesses directly or indirectly through contractual or technical support arrangements. It is not clear yet as to whether other PRC government authorities, such as the MOFCOM, MII will support GAPP to enforce the prohibition of the VIE model that Circular 13 contemplates.

On October 30, 2003, the ICP Company obtained the Internet Publication License issued by GAPP with a ten-year validity term subject to annual inspection. The ICP Company currently holds an Online Culture Operating Permit issued by MCPRC on September 2, 2008, and the validity term of this permit is up to September 2011. The ICP Company has duly conducted all relevant examination and record procedures for online game under its operation.

Internet Medical, Health and Drug Information Services

On May 1, 2009, MOH promulgated *Administrative Measures for Internet Medical and Health Information Services*, which require an entity that provides Internet medical-and-health-related information services to obtain a license from the health administrative departments at the provincial level and strictly prohibit the website from releasing any superstitious, pornographic or false information or publish any medical advertisements without examination and approval or provide on-line diagnosis or treatment services.

According to the *Measures for the Administration of Internet Drug Information Services*, issued by the State Drug Administration (“SDA”), on July 8, 2004, websites publishing drug-related information must obtain a license from SDA or its provincial departments.

The ICP Company obtained the approval for website publishing of drug-related information from Beijing Drug Administration (“BDA”) and SDA on December 20, 2001 and January 10, 2002, respectively, and has obtained the Qualification Certificate for Internet Drug Information Services issued by the BDA on December 7, 2009 with a validity term up to December 6, 2014.

On October 21, 2008, MOH issued the *Notice concerning the Passage of Re-examination of Health-related Information Service* to the ICP Company, according to which the ICP Company has obtained the approval for website publishing of health-related information. The validity term of this re-examination is two years.

Online Cultural Products

The *Provisional Regulations for the Administration of Online Culture* described above and the *Notice on Issues Relating to Implementing the Provisional Regulations for the Administration of Online Culture* issued by MCPRC on July 4, 2003 apply to entities engaged in activities related to “online cultural products.” Online cultural products are classified as: (i) online cultural products particularly developed for publishing via Internet, which include online music and video files (including video on demand and digital video broadcasting etc.), network games, online performing arts, online artworks, and online animation features and cartoons (including Flash animation); and (ii) online cultural products converted from audio and visual products, games, performing arts, artworks and animation features and cartoons, and published via Internet. Pursuant to these legislations, commercial entities are required to apply to the relevant local branch of MCPRC for an Online Culture Operating Permit if they intend to engage in any of the following types of activities:

- production, duplication, import, wholesale, retail, leasing or broadcasting of online cultural products;
- publishing of online cultural products on the Internet or transmission thereof to computers, fixed-line or mobile phones, radios, television sets or gaming consoles for the purpose of browsing, reading, using or downloading such products; or
- exhibitions or contests related to online cultural products.

The ICP Company currently holds an Online Culture Operating Permit issued by MCPRC on September 2, 2008. The validity term of this permit is up to September 2011.

Online Advertising

Regulations governing online advertising include:

- *Advertisement Law of the People’s Republic of China* promulgated by the PRC State Congress on October 27, 1994 and went into effect on February 1, 1995;
- *Administrative Regulations for Advertising* promulgated by the State Council on October 26, 1987 and went into effect on December 1, 1987;
- *Implementation Rules for the Administrative Regulations for Advertising* promulgated by the State Council on January 9, 1988 and amended on December 3, 1998, December 1, 2000 and November 30, 2004 respectively; and
- *Provisions on the Administration of Foreign-funded Advertising Enterprises promulgated by SAIC and Ministry of Commerce on March 2, 2004 and amended on August 22, 2008.*

According to the above regulations, an enterprise engaging in advertising business as specified in its business scope does not need to apply for the Advertising Operation License, provided that such enterprise is not a radio station, television station, newspaper or magazine publisher or any other entity as specified in laws or administrative regulations. As to placing advertisements on Internet, such enterprise shall apply for a business scope of placing online advertisements on the name of the website and does not need to apply for the Advertising Operation License.

Beijing SINA Infinity Advertising Co., Ltd., a Chinese company controlled by us through a series of contractual arrangements (the “IAD Company”), has an approved business scope to carry out the design, production, agency and issuance of advertisements.

Beijing SINA Advertising Co., Ltd., a Chinese company wholly owned by our subsidiary SINA Hong Kong Limited, has an approved business scope to carry out the design, production, issuance and agency of advertisements.

Shanghai SINA Advertising Co., Ltd., a Chinese company wholly owned by our subsidiary SINA Hong Kong Limited, has an approved business scope to carry out the design, production, issuance and agency of advertisements.

The ICP Company has an approved business scope to issue Internet advertisements on the website www.sina.com.cn, therefore the ICP Company is allowed to carry out the business of placing advertisements on the website “www.sina.com.cn”.

Fujian SINA Information Services Co., Ltd, a Chinese company in which the ICP Company holds 70% equity interest, has an approved business scope to carry out the design, production, issuance and agency of advertisements.

Henan Bolang Information Services Co., Ltd, a Chinese company in which the ICP Company holds 51% equity interest, has an approved business scope to carry out the design, production, issuance and agency of advertisements.

International Connections for Computer Information Networks

Regulations governing international connections for PRC computer networks include:

- *Measures for the Administration of International Connections to China’s Public Computer Interconnected Networks (1996);*
- *Provisional Regulations of the People’s Republic of China for the Administration of International Connections to Computer Information Networks (1997) and their Implementing Measures (1998);*
- *Reply Concerning the Verification and Issuance of Operating Permits for Business Relating to International Connections for Computer Information Networks and for Public Multimedia Telecommunications Business (1998); and*
- *Administrative Measures for International Communications Gateways (2002).*

According to the above regulations, any entity wishing to access international network connections for its computer information networks in the PRC must comply with the following requirements:

- be a PRC legal person;
- have the appropriate equipment, facilities and technical and administrative personnel;
- have implemented and registered a system of information security and censorship; and
- effect all international connections through an international communications gateway established with the approval of MII.

The companies described in “C. *Organizational Structure*” below are in proper compliance with these requirements.

Information Security and Censorship

Regulations governing information security and censorship include:

- *The Law of the People’s Republic of China on the Preservation of State Secrets (1988) which was amended on April 30, 2010 and the amendment will be effective from October 1, 2010;*
- *The Law of the People’s Republic of China Regarding State Security (1993) and its Implementing Rules (1994);*
- *Rules of the People’s Republic of China for Protecting the Security of Computer Information Systems (1994);*
- *Notice Concerning Work Relating to the Filing of Computer Information Systems with International Connections (1996);*
- *Administrative Regulations for the Protection of Secrecy on Computer Information Systems Connected to International Networks (1997);*
- *Regulations for the Protection of State Secrets for Computer Information Systems on the Internet (2000);*

- *Notice issued by the Ministry of Public Security of the People's Republic of China Regarding Issues Relating to the Implementation of the Administrative Measure for the Security Protection of International Connections to Computer Information Networks (2000);*
- *Decision of the Standing Committee of the National People's Congress Regarding the Safeguarding of Internet Security (2000);*
- *Measures for the Administration of Commercial Website Filings for the Record (2002) their Implementing Rules (2002);*
- *Measures for the Administration of IP Address Archiving (2005);*
- *Provision on Technical Measures for Internet Security Protection (2005); and*
- *Administrative Measures for the Graded Protection of Information Security (2007).*

These legislations specifically prohibit the use of Internet infrastructure where it may breach public security, provide content harmful to the stability of society or disclose state secrets. According to these legislations, it is mandatory for Internet companies in the PRC to complete security-filing procedures and regularly update information security and censorship systems for their websites with the local public security bureau. In addition, the newly amended *Law on Preservation of State Secrets* which will be effective on October 1, 2010 provides that whenever an Internet service provider detects any leakage of state secrets in the distribution of online information, it should stop the distribution of such information and report to the authorities of state security and public security. As per request of the authorities of state security, public security or state secrecy, the Internet service provider should delete any contents on its website that may lead to disclosure of state secrets. Failure to do so on a timely and adequate basis may subject us to liability and certain penalties given by the State Security Bureau, Ministry of Public Security and/or MII or their respective local counterparts.

According to the *Detailed Implementing Rules for the Measures for the Administration of Commercial Website Filings for the Record*, promulgated by BAIC in July 2002, websites must comply with the following requirements:

- file with BAIC and obtain electronic registration marks;
- place the registration marks on their websites' homepages; and
- register their website names with BAIC.

The ICP Company successfully registered its websites with BAIC on December 23, 2002. Afterwards, SINA's electronic registration mark is prominently placed on its homepage.

In addition, the State Security Bureau ("SSB") has issued regulations authorizing the blocking of access to any site it deems to be leaking state secrets or failing to comply with the relevant legislation regarding the protection of state secrets during online information distribution. Specifically, Internet companies in China with bulletin boards, chat rooms or similar services must apply for the approval of the SSB prior to operating such services. The ICP Company has established an internal security committee, adopted security maintenance measures, employed full-time BBS supervisors and has been exchanging information on a regular basis with the local public security bureau with regard to sensitive or censored information and websites. Thus, it is in full compliance with the governing legislation.

Encryption Software

On October 7, 1999, the State Encryption Administration Commission published the Regulations for the Administration of Commercial Encryption, followed by the first Notice of the General Office of the State Encryption Administration Commission on November 8, 1999. Both of these regulations address the use of software in China with encryption functions. According to these regulations, purchase of encryption products must be reported. Violation of the encryption regulations may result in a warning, penalty, confiscation of the encryption product, or criminal liabilities.

On March 18, 2000, the Office of the State Commission for the Administration of Cryptography issued a public announcement regarding the implementation of those regulations. The announcement clarifies the encryption regulations as below:

- Only specialized hardware and software, the core functions of which are encryption and decoding, fall within the administrative scope of the regulations as “encryption products and equipment containing encryption technology.” Other products such as wireless telephones, Windows software and browsers do not fall within the scope of this regulation.
- The PRC government has already begun to study the laws in question in accordance with WTO rules and China’s external commitments, and will make revisions wherever necessary. The Administrative Regulations on *Commercial Encryption* will also be subject to such scrutiny and revision.

In late 2005, the Administration Bureau of Cryptography further issued a series of regulations to regulate the development, production and sales of commercial encryption products, which all came into effect on January 1, 2006.

We believe that the companies described in “C. *Organizational Structure*” below are in proper compliance with these requirements. For the legal uncertainties associated with encryption software, please see “*Risk Factors — We may have to register our encryption software with Chinese regulatory authorities, and if they request that we change our encryption software, our business operations could be disrupted as we develop or license replacement software.*”

Online Education

According to the *Measures for the Administration of Educational websites and Online Education School* released on July 5, 2000, to open educational websites and online education schools, application must be made to the administrative department overseeing education. Operation may begin only when it is inspected and approved by the administrative department. Educational websites and online education schools shall not operate without the approval of the administrative department overseeing education.

In compliance with the above regulation, the ICP Company obtained the aforementioned approvals from the Beijing Education Committee on March 21, 2002.

Administrative Protection of Internet Copyright

According to the *Measures for the Administrative Protection of Internet Copyright* implemented on May 30, 2005, acts of automatically providing such functions as uploading, storing, linking or searching works, audio or video products, or other contents through the Internet based on the instruction of an Internet content provider, without editing, amending or selecting any stored or transmitted content, and other acts of providing Internet information services shall be governed by the Copyright Law. A copyright administration department shall, when imposing administrative penalties upon the act infringing upon the right of communication through information network, apply the *Measures for Imposing Copyright Administrative Penalties*.

Where a copyright holder (individual or entity) finds any content communicated through the Internet infringes upon its copyright and sends a notice of claim to the Internet information service provider, the Internet information service provider shall immediately take measures to remove the relevant contents, and preserve the copyright holder’s notice of claim for six months. An Internet information service provider shall, after receipt of the copyright holder’s notice, record the contents of the provided information, the publishing time, and the Internet address or domain name. Where an Internet information service provider removes relevant content of an Internet content provider according to the notice of a copyright holder, the Internet content provider may deliver a counter-notice to both the Internet information service provider and the copyright holder, stating that the removed contents do not infringe upon the copyright. After the delivery of such counter-notice, the Internet information service provider may immediately reinstate the removed contents and shall not bear legal liability for such reinstatement

Where an Internet information service provider clearly knows an Internet content provider infringes other’s copyright through the Internet, or, although it does not clearly know such activity but fails to take measures to

remove relevant contents upon receipt of the copyright owner's notice, as a result, it damages public interests, the copyright administration department may, in accordance with the Copyright Law, order it to stop the tortious act, and impose administrative penalties. Where there is no evidence to indicate that an Internet information service provider clearly knows the facts of tort, or the Internet information service provider has taken measures to remove relevant contents upon receipt of the copyright owner's notice, the Internet information service provider shall not bear the relevant liabilities.

The companies described in "C. *Organizational Structure*" below have taken measures to protect Internet copyright in pursuance of the specified procedures and in compliance with relevant laws and regulations mentioned above.

Foreign Exchange

Foreign exchange regulation in China is primarily governed by the following regulations:

- *Foreign Exchange Administration Rules, or the Exchange Rules, promulgated by the State Council on January 29, 1996, which was amended on January 14, 1997 and on August 5, 2008 respectively; and*
- *Administration Rules of the Settlement, Sale and Payment of Foreign Exchange, or the Administration Rules promulgated by China People's Bank on June 20, 1996.*

Under the Exchange Rules, Renminbi is convertible for current account items, including the distribution of dividends, interest payments, trade and service-related foreign exchange transactions. As for capital account items, such as direct investments, loans, security investments and the repatriation of investment returns, however, the reservation or conversion of foreign currency incomes is still subject to the approval of SAFE or its competent local branches; while for the foreign currency payments for capital account items, the SAFE approval is not necessary for the conversion of Renminbi except as otherwise explicitly provided by laws and regulations.

Under the Administration Rules, enterprises may only buy, sell or remit foreign currencies at banks that are authorized to conduct foreign exchange business after the enterprise provides valid commercial documents and relevant supporting documents and, in the case of certain capital account transactions, after obtaining approval from SAFE or its competent local branches. Capital investments by enterprises outside of China are also subject to limitations, which include approvals by the MOC, SAFE and the National Development and Reform Commission, or their respective competent local branches.

On October 21, 2005, SAFE issued the *Circular on Several Issues concerning Foreign Exchange Administration for Domestic Residents to Engage in Financing and in Return Investments via Overseas Special Purpose Companies*, or Circular No. 75, which went into effect on November 1, 2005. Circular No. 75 provides that if PRC residents use assets or equity interests in their PRC entities to establish offshore companies or inject assets or equity interests of their PRC entities into offshore companies for the purpose of overseas capital financing, they must register with local SAFE branches with respect to their investments in offshore companies. Circular No. 75 also requires PRC residents to file changes to their registration if their special purpose companies undergo material events such as capital increase or decrease, share transfer or exchange, merger or division, long-term equity or debt investments, provision of guaranty to a foreign party, etc. SAFE further promulgated the *Implementing Rules for Circular No. 75*, or Circular No. 106, clarifying and supplementing the concrete operating rules that shall be followed during the implementation and application of Circular No. 75.

On August 29, 2008, the *Notice of the General Affairs Department of the State Administration of Foreign Exchange on the Relevant Operating Issues concerning the Improvement of the Administration of Payment and Settlement of Foreign Currency Capital of Foreign-funded Enterprises*, or the Improvement Notice, was promulgated by SAFE. Pursuant to the Improvement Notice, the foreign currency capital of FIEs, after being converted to Renminbi, can only be used for doing business within the business scope approved by relevant governmental authorities, and shall not be used for domestic equity investment except as otherwise explicitly provided by laws and regulations.

Income Tax

On March 16, 2007, the National People's Congress approved and promulgated the EIT Law. On December 6, 2007, the State Council approved the Implementing Rules. Both the EIT Law and its Implementing Rules became effective on January 1, 2008. Under the EIT Law and the Implementing Rules, which superseded the Previous IT Law, the enterprise income tax rate for both domestic companies and FIEs is unified at 25%. On December 26, 2007, the State Council promulgated the *Circular on Implementation of Enterprise Tax Transition Preferential Policy*, or the Preferential Policy Circular. The EIT Law, its Implementing Rules and the Preferential Policy Circular provide a five-year transitional period for certain entities that had enjoyed a favorable income tax rate of less than 25% under the Previous IT Law and was established before March 16, 2007, during which period the applicable enterprises income tax rate shall gradually increase to 25%.

On April 14, 2008, the *Administration Measures for Recognition of High and new Technology Enterprises*, or the Recognition Measures, were jointly promulgated by the Ministry of Science and Technology, the Ministry of Finance, and the State Administration of Taxation, which sets out the standards and process for granting the high and new technology enterprises status. According to the EIT Law and its Implementing Rules as well as the Recognition Measures, enterprises which have been granted the high and new technology enterprises status shall enjoy a favorable income tax rate of 15%. Sina.com Technology (China) Co., Ltd., Beijing New Media Information Technology Co., Ltd. and SINA Technology (China) Co., Ltd. have obtained the Certificate for High and New Technology Enterprises, showing the high and new technology enterprises status. Therefore, the said companies are entitled to enjoy a favorable tax rate under the EIT Law.

The EIT Law also provides that an enterprise established under the laws of foreign countries or regions but whose "de facto management body" is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely defines the location of the "de facto management body" as "the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located." The State Tax Administration issued the *Circular regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies*, or Circular 82, on April 22, 2009. Circular 82 provides certain specific criteria for determining whether the "de facto management body" of a Chinese-controlled offshore-incorporated enterprise is located in China. Although Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not companies like us, the determining criteria set forth in Circular 82 may reflect the State Administration of Taxation's general position on how the "de facto management body" test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises or individuals. Based on a review of surrounding facts and circumstances, the Company does not believe that it is likely that its operations outside of the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history the EIT Law, should SINA be treated as a resident enterprise for PRC tax purposes, the Company will be subject to PRC tax on worldwide income at a uniform tax rate of 25% retroactive to January 1, 2008.

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China if such immediate holding company is considered a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Such withholding income tax was exempted under the Previous IT Law. The Cayman Islands, where the Company incorporated, does not have such tax treaty with China. According to the Arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by a foreign-invested enterprise in China to its direct holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE).

The EIT Law and its Implementation Rules have made an effort to scrutinize transactions between related parties. Pursuant to the EIT Law and its Implementation Rules, the tax authorities may impose mandatory

adjustment on tax due to the extent a related party transaction is not in line with arm's-length principle or was entered into with a purpose to reduce, exempt or delay the payment of tax. On January 8, 2009, the State Administration of Taxation issued the *Implementation Measures for Special Tax Adjustments (Trial)*, which sets forth tax-filing disclosure and documentation requirements, clarify the definition of "related party", guide the selection and application of transfer pricing methods, and outline the due process procedures for transfer pricing investigation and assessment.

On December 10, 2009, the State Administration of Taxation issued a circular on *Strengthening the Administration of Enterprise Income Tax Collection on Income Derived from Equity Transfer by Non-resident Enterprise*, or Circular 698. Pursuant to Circular 698, non-resident enterprises should declare any direct transfer of equity interest of PRC resident enterprises and pay taxes in accordance with EIT Law and relevant laws and regulations. For an indirect transfer, if the effective tax rate for the transferor (a non-PRC-resident enterprise) is lower than 12.5% under the law of the jurisdiction of the direct transferred target, the transferor is required to submit relevant transaction materials to PRC tax authorities for review. If such indirect transfer is determined by PRC tax authorities to be a transaction without any reasonable business purpose other than for the purpose of tax avoidance, the gains derived from such transfer will be subject to PRC income tax.

In addition to the above, after the EIT Law and its Implementing Rules were promulgated, the State Administration of Taxation released several regulations to stipulate more details for carrying out the EIT Law and its Implementing Rules. These regulations include:

- *Notice of the State Administration of Taxation on the Issues Concerning the Administration of Enterprise Income Tax Deduction and Exemption (2008)*;
- *Notice of the State Administration of Taxation on Intensifying the Withholding of Enterprise Income Tax on Non-resident Enterprises' Interest Income Sourcing from China (2008)*;
- *Notice of the State Administration of Taxation on Several Issues Concerning the Recognition of Incomes Subject to the Enterprise Income Tax (2008)*;
- *Opinion of the State Administration of Taxation on Strengthening the Administration of Enterprise Income Tax (2008)*;
- *Notice of the Ministry of Finance and State Administration of Taxation on Several Preferential Policies in Respect of Enterprise Income Tax (2008)*;
- *Interim Measures for the Administration of Collection of Enterprise Income Tax on the Basis of Consolidation of Trans-regional Business Operations (2008)*; and
- *Several Issues Concerning the Enterprise Income Tax Treatment on Enterprise Reorganization (2009)*.

Labor and Work Safety

The *Labor Law of the PRC*, or the Labor Law, which was effective on January 1, 1995, provides basic protections for employees, e.g. employment contracts shall be concluded if labor relationships are to be established between employers and employees; employers cannot compel employees to work beyond the time limit and shall provide wages which are not lower than local standards on minimum wages to the employees punctually; employers shall establish and improve their systems for labor safety and sanitation and strictly abide by applicable PRC rules and standards on labor safety and sanitation; and female employees and juvenile employees are given special protection.

On June 29, 2007, the National People's Congress of China enacted the new Labor Contract Law, which became effective on January 1, 2008. On September 18, 2008, the State Council further promulgated the *Regulations on Implementation of the Labor Contract Law*. Compared to the Labor Law, the Labor Contract Law and its implementing regulations impose more restrictions on employers and have been deemed to potentially increase labor costs for employers to terminate employment relationship with employees. Such restrictions include specific provisions related to fixed term employment contracts, temporary employment, probation, consultation with the labor union and employee assembly, employment without a contract, dismissal of employees,

compensation upon termination and overtime work, and collective bargaining. According to the Labor Contract Law and its implementing regulations, an employer is obliged to sign an unlimited term employment contract with an employee if the employer intends to renew employment relationship with such employee after two consecutive fixed term employment contracts. The employer also has to pay a compensation fee to the employee if the employer terminates the unlimited term labor contract, unless an employee refuses to extend an expired employment contract under terms which are the same or more favorable than those in the expired contract. Compensation is also required when the labor contract expires. Further, under the *Regulations on Paid Annual Leave for Employees*, which became effective on January 1, 2008, employees who have worked more than one year for an employer are entitled to a paid vacation ranging from 5 to 15 days, depending on their length of service. Employees who waive such vacation time at the request of employers shall be compensated for three times their normal salaries for each waived vacation day.

The laws and regulations governing the labor relations and work safety also include:

- *the Work Safety Law of the PRC (2002)*;
- *the Regulation on Occupational Injury Insurance (2004)*;
- *the Interim Measures Concerning the Maternity Insurance (1995)*;
- *the Interim Regulations on the Collection and Payment of Social Insurance Premiums (1999) and its interim measures (1999)*; and
- *the Regulation on the Administration of Housing Fund (2002)*.

For a description of how the unsettled nature of Chinese regulations may affect our business, please see “*Risk Factors — Even if we are in compliance with Chinese governmental regulations relating to licensing and foreign investment prohibitions, the Chinese government may prevent us from advertising or distributing content that it believes is inappropriate and we may be liable for such content or we may have to stop profiting from such content.*”

C. Organizational Structure

SINA is the parent company of our group and conducts business operations in China through wholly-owned and partially-owned subsidiaries and VIEs. Below are the significant wholly-owned subsidiaries held by SINA:

<u>Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Ownership</u>
SINA.com Online	United States of America	100%
Rich Sight Investment Limited	Hong Kong	100%
SINA Hong Kong Limited	Hong Kong	100%
Beijing New Media Information Technology Co. Ltd.	People’s Republic of China	100%
SINA.com Technology (China) Co. Ltd.	People’s Republic of China	100%
SINA Technology (China) Co. Ltd.	People’s Republic of China	100%
SINA(Shanghai) Management Co. Ltd.	People’s Republic of China	100%
Beijing SINA Advertising Co. Ltd.	People’s Republic of China	100%
Shanghai SINA Advertising Co. Ltd.	People’s Republic of China	100%
Fayco Network Technology Development (Shenzhen) Co. Ltd.	People’s Republic of China	100%

In compliance with the PRC’s foreign investment restrictions on Internet information services and other laws and regulations, we conduct all our Internet information services, advertising and MVAS in China via the following significant domestic VIEs:

- The ICP Company is a China company controlled by us through a series of contractual arrangements and is responsible for operating www.sina.com.cn in connection with its Internet content company license, selling the advertisements to advertisers and providing MVAS with its Value-Added Telecommunication Services Operating License in China via third-party operators to the users. It is 1.5% owned by Yan Wang, the Company’s Chairman of the Board, 22.50% owned by the Company’s Executive Vice President Tong Chen,

26.75% owned by the Company's Chief Operating Officer Hong Du, and 49.25% owned by two other non-executive PRC employees of the Company. The registered capital of the ICP Company is \$2.5 million.

- Xunlong is a China company controlled by us through a series of contractual arrangements and is responsible for providing MVAS in China via third-party operators to users under its Value-Added Telecommunication Services Operating License. It is owned by two non-executive PRC employees of the Company. The registered capital of Xunlong is \$1.2 million.
- StarVI is a China company controlled by us through a series of contractual arrangements and is responsible for providing MVAS in China via third-party operators to users under its Value-Added Telecommunication Services Operating License. It is owned by three non-executive PRC employees of the Company. The registered capital of StarVI is \$1.2 million.
- Wangxing is a China company controlled by us through a series of contractual arrangements and is responsible for providing MVAS in China via third-party operators to users under its Value-Added Telecommunication Services Operating License. It is owned by three non-executive PRC employees of the Company. The registered capital of Wangxing is \$1.2 million.
- Beijing SINA Infinity Advertising Co., Ltd. (the "IAD Company"), a China company controlled by us through a series of contractual arrangements. The IAD Company is an advertising agency. It is 20% owned by the Company's Executive Vice President Tong Chen and 80% owned by four non-executive PRC employees of the Company. This entity has an approved business scope including design, production, agency and issuance of advertisements. The registered capital of the IAD Company is \$0.1 million.

The capital investment in these VIEs is funded by SINA through SINA's wholly and partially-owned subsidiaries and recorded as interest-free loans to the employees. As of December 31, 2009, the total amount of interest-free loans to the employee shareholders of the VIEs listed above and the other inactive VIEs was \$8.4 million. Under various contractual agreements, employee shareholders of the VIEs are required to transfer their ownership in these entities to our subsidiaries in China when permitted by PRC laws and regulations or to our designees at any time for the amount of outstanding loans, and all voting rights of the VIEs are assigned to our wholly and partially-owned subsidiaries in China. Our subsidiaries in China have the power to appoint all directors and senior management personnel of the VIEs. Through our subsidiaries in China, we have also entered into exclusive technical agreements and other service agreements with the VIEs, under which these subsidiaries provide technical services and other services to the VIEs in exchange for substantially all net income of the VIEs. In addition, our employee shareholders of the VIEs have pledged their shares in the VIEs as collateral for non-payment of loans or for fees on technical and other services due to us.

Although we have been advised by our PRC counsel, Jun He Law Offices, that our arrangements with the VIEs are valid under current PRC laws and regulations, we cannot assure you that we will not be required to restructure our organization structure and operations in China to comply with changing and new PRC laws and regulations. Restructuring of our operations may result in disruption of our business. If PRC tax authorities were to determine that our transfer pricing structure was not done on an arm's length basis and therefore constitutes a favorable transfer pricing, they could request that our VIEs adjust their taxable income upward for PRC tax purposes. Such a pricing adjustment may not reduce the tax expenses of our subsidiaries but could adversely affect us by increasing our VIEs' tax expenses, which could subject our VIEs to late payment fees and other penalties for underpayment of taxes and/or could result in the loss of tax benefits available to our subsidiaries in China. Any of these measures may result in adverse tax consequences to us and adversely affect our results of operation.

D. Property, Plants and Equipment

The majority of our operations are in China, where we have offices in Beijing, Shanghai, Guangzhou and Shenzhen. Our principal sales, marketing and development facilities are located on premises comprising approximately 21,000 square meters in Beijing, China. We also have sales and marketing operations at satellite offices in certain provinces of China. We lease these office facilities under non-cancelable operating leases with various expiration dates through 2013. Our servers are primarily maintained at China Telecommunications Corporation and China Network Communications Group Corporation in Beijing, Shanghai and Guangzhou as well as in other cities

throughout China. We also have servers located at various Internet data centers in Taipei, San Jose (California) and Hong Kong.

Item 4A. Unresolved Staff Comments

None.

Item 5. Operating and Financial Review and Prospects

This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act, as amended including, without limitation, statements regarding our expectations, beliefs, intentions or future strategies that are signified by the words “expect,” “anticipate,” “intend,” “believe,” the negative of such terms or other comparable terminology. All forward-looking statements included in this document are based on information available to us on the date hereof, and we undertake no obligation to update any such forward-looking statements. Actual results could differ materially from those projected in the forward-looking statements. In evaluating our business, you should carefully consider the information set forth above in “Item 3. Key Information — D. Risk Factors.” We caution you that our business and financial performance are subject to substantial risks and uncertainties, including the factors identified in “Item 3. Key Information — D. Risk Factors,” that could cause actual results to differ materially from those in the forward-looking statements.

Overview

We are an online media company and MVAS provider in China and for the global Chinese communities. Advertising and MVAS are currently our major sources of revenues, and we derive majority of these revenues from our operations in China.

Our advertising business in China has been robust in recent years because of strong local economy, growth in Internet users and the shift of advertising budgets from traditional media to online media. Our advertising revenues in 2008 were boosted in part by the coverage of major international sporting events, such as the 2008 Beijing Olympics and the UEFA Euro 2008, neither of which was repeated in 2009. As compared to prior years, the growth rate of the Chinese economy has slowed significantly in the first half of 2009 in the wake of the global financial crisis. The advertising market in China steadily recovered in the first half of 2009. Although we believe content consumption in China will continue to shift toward the Internet and online media will continue to outperform traditional media in the near future, further improvement of the advertising market in China is dependent on the continued recovery of the Chinese economy.

In October 2009, we spun off our online real estate advertising business into our majority-owned subsidiary COHT and merged it with CRIC to form an online and offline real estate information and consulting platform in China. CRIC was listed on the NASDAQ on October 16, 2009. SINA is the second largest shareholder of CRIC with approximately 33% of its interest. Our interest in the equity of CRIC with carrying value on our consolidated balance sheets of \$572.0 million, based on CRIC’s initial public offering price, represented approximately 35% of our total assets as of December 31, 2009. Beginning October 1, 2009, we no longer consolidate the financial results of COHT and instead account for our interest in CRIC using the equity method of accounting. We will report our interest in CRIC one quarter in arrears, which will provide us with more time to collect and analyze CRIC’s results. Due to the adoption of lag reporting for our investment in CRIC, net income attributable to SINA and basic and diluted net income per share attributable to SINA for our fourth quarter and year ended December 31, 2009 do not include equity income from CRIC for the fourth quarter of 2009. We expect equity income from CRIC to make up a material portion of future net income attributable to SINA and the future growth of net income attributable to SINA will depend in part on the ability of CRIC to grow its net income.

Other factors affecting our future growth include: (1) our ability to increase awareness of our brand and continue to build user loyalty; (2) our ability to attract a larger audience to our network; and (3) our ability to attract

new advertisers and increase the average spending of our existing advertisers. The performance of our advertising business also depends on our ability to react to risks and challenges, including:

- ability to compete with other Internet properties, including social networking sites, video sites and search for brand influence and market share;
- increased competition and potential downward pressure on online advertising prices and limitations on web page space;
- the maintenance and enhancement of our brands in a cost effective manner;
- development and retention of a large base of users possessing demographic characteristics attractive to advertisers;
- expansion of our content portfolio, product offerings and network bandwidth in a cost effective manner;
- the change in government policy that would curtail or restrict our online advertising services; and
- the consolidation of advertising agencies leading to increased bargaining power of larger advertising agencies.

In order to grow our online user base and attract new advertisers, we expect to continue to invest in new and innovative products and product enhancements, expand the content and services on our network and procure more bandwidth and network equipment. We also expect to continue to invest in marketing initiatives to increase the awareness of our brand to both users and advertisers.

Our MVAS business has rebounded since 2008, resulting mainly from a relatively stable operating environment following years of abrupt changes in operator policies and government regulations. However, new operator policies were introduced recently, resulting in a sequential decline in the fourth quarter of 2009, and we anticipated further sequential decline in the first quarter of 2010. It is possible that our MVAS business could further deteriorate. We believe policy changes from operators will continue to be a key risk for our MVAS business in the near future. Our ability to cope with sudden operator policy changes and stabilize our MVAS revenues are dependent on our ability to quickly react with new services or through new channels that meet the requirements of the new policies and are accepted by the market. In 2008, the Chinese government distributed 3G licenses to the three major telecom operators in China, which we believe will be positive for mobile consumers and will bring new opportunities to mobile service providers over the long run. We are uncertain of the impact of the recent slowdown of the Chinese economy to our MVAS business and will continue to monitor the situation. The changing operator policies coupled with the fierce competition in the MVAS space have caused our MVAS business to experience declining gross margins in recent years.

In September 2009, we entered into a definitive agreement for a private equity placement of SINA's ordinary shares with New-Wave Investment Holding Company Limited ("New-Wave"), a British Virgin Islands company established and controlled by Charles Chao, our Chief Executive Officer, and other members of our management. At the closing in November 2009, SINA received gross proceeds of \$180.0 million, and New-Wave received 5,608,612 ordinary shares in SINA.

In September 2009, we announced that SINA and Focus Media Holding Limited (NASDAQ: FMCN) have jointly reached a decision to not extend the deadline of the agreement announced on December 22, 2008, pursuant to which the Company had agreed to acquire substantially all of the assets of Focus Media's digital out-of-home advertising networks.

As of December 31, 2009 and 2008, our accumulated earnings were \$590.5 million and \$178.6 million, respectively. Our total cash, cash equivalent and short-term investments as of December 31, 2009 and 2008 were \$821.5 million and \$603.8 million, respectively. We have funded our operations and capital expenditures primarily using the net proceeds raised through the sale of preference shares prior to our initial public offering, the sale of our ordinary shares in the initial public offering and cash generated from operations. We raised additional capital through the issuance of zero-coupon, convertible, subordinated notes in July 2003. We repurchased approximately 2.5 million SINA ordinary shares in the open market for total consideration of \$50 million during the first quarter of 2009. We received \$180.0 million from the private equity placement of our ordinary shares in the fourth quarter of

2009. We intend to continue our investment in the development and enhancement of our products, content and services, as well as investment in sales and marketing. If we are unable to generate sufficient net income from our operations in the future, we may have to finance our operations from the current funds available or seek equity or debt financing.

Critical Accounting Policies, Judgments and Estimates

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these consolidated financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates and judgment areas, including those related to revenues, customer programs and incentives, marketable securities, bad debts, investments, intangible assets and goodwill, stock-based compensation, income taxes, financing operations, advertising expenses, estimated useful lives of assets, foreign currency, contingencies and litigation. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. These estimates form the basis for our judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from such estimates under different assumptions or conditions. For further information on our critical accounting policies, see the discussion in the section titled "Recent Accounting Pronouncements" below and Note 2 to the Consolidated Financial Statements.

We believe the following critical accounting policies affect the more significant judgments and estimates used in the preparation of our consolidated financial statements:

Marketable securities

Our marketable securities are held as available for sale and are reported at fair value. The treatment of a decline in the fair value of an individual security is based on whether the decline is other-than-temporary. Significant judgment is required to assess whether the impairment is other-than-temporary. Our judgment of whether an impairment is other-than-temporary is based on an assessment of factors including our ability and intent to hold the individual security, severity of the impairment, expected duration of the impairment and forecasted recovery of fair value. Changes in the estimates and assumptions could affect our judgment of whether an identified impairment should be recorded as an unrealized loss in the equity section of our consolidated balance sheets or as a realized loss in the consolidated statements of operations.

Allowance for doubtful accounts

The Company maintains an allowance for doubtful accounts which reflects its best estimate of amounts that potentially will not be collected. The Company determines the allowance for doubtful accounts based on factors such as historical experience, credit-worthiness and age of receivable balances. If the financial condition of the Company's customers were to deteriorate and result in an impairment of their ability to make payments, or if the operators decide not to pay the Company, additional allowances may be required which could materially impact our financial position and results of operations. Allowances for doubtful accounts charged to income were \$5.3 million, \$3.5 million and \$5.3 million for the years ended December 31, 2009, 2008 and 2007, respectively.

Property and Equipment

Property and equipment are stated at historical cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally from three to five years. Judgment is required to determine the estimated useful lives of assets, especially for computer equipment, including determining how long existing equipment can function and when new technologies will be introduced at cost-effective price points to replace existing equipment. Changes in these estimates and assumptions could materially impact our financial position and results of operations.

Impairment of goodwill and long-lived assets

We test goodwill for impairment at the reporting unit level (operating segment or one level below an operating segment) on an annual basis, or more frequently, if facts and circumstances warrant a review. We make judgments about goodwill whenever events or changes in circumstances indicate that an impairment in the carrying value of goodwill may exist. The timing of an impairment test may result in charges to our statements of operations in the current reporting period that could not have been reasonably foreseen in prior periods. Application of a goodwill impairment test requires judgment including the identification of reporting units, assigning assets and liabilities to the reporting units, assigning goodwill to reporting units and estimating the fair value of each reporting unit. Changes in these estimates and assumptions could materially affect the determination of fair value of each reporting unit which could trigger impairment. More conservative assumptions of the anticipated future benefits from these reporting units could result in impairment charges, which would decrease net income and result in lower asset values on our consolidated balance sheet. Conversely, less conservative assumptions could result in smaller or no impairment charges, higher net income and higher asset values. See Note 4 to the Consolidated Financial Statements for additional information on goodwill.

Long-lived assets and certain identifiable intangible assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for long-lived assets and certain identifiable intangible assets that management expects to hold or use is based on the amount by which the carrying value exceeds the fair value of the asset. Changes in these estimates and assumptions could materially impact our financial position and results of operations.

Equity investments

Our equity investments are comprised of investments in a publicly traded company and certain privately-held companies. We account for equity investments in entities in which we exercise significant influence but do not own a majority equity interest or otherwise control using the equity method. For equity investments over which we do not have significant influence, the cost method of accounting is used. The Company accounts for its investment in CRIC using the equity method of accounting. Following the acquisition date, the Company records its share of the results of CRIC one quarter in arrear within earnings in equity interests.

We assess our equity investments for other-than-temporary impairment by considering factors including, but not limited to, stock prices of public companies in which we have an equity investment, current economic and market conditions, operating performance of the companies, including current earnings trends and undiscounted cash flows, and other company-specific information, such as recent financing rounds. The fair value determination, particularly for investments in privately-held companies, requires significant judgment to determine appropriate estimates and assumptions. Changes in these estimates and assumptions could affect the calculation of the fair value of the investments and the determination of whether any identified impairment is other-than-temporary.

Revenue recognition

Advertising

Our advertising revenues are derived principally from online advertising and, to a lesser extent, sponsorship arrangements. Online advertising arrangements allow advertisers to place advertisements on particular areas of our websites, in particular formats and over particular periods of time. Sponsorship arrangements allow advertisers to sponsor a particular area on our websites in exchange for a fixed payment over the contract period. While the majority of our revenue transactions contain standard business terms and conditions, there are certain transactions that contain non-standard business terms and conditions. In addition, we have certain sales transactions that involve multiple element arrangements (arrangements with more than one deliverable) that may include placement on specific properties. As a result, significant contract interpretation is sometimes required to determine the appropriate accounting for these transactions including: (1) how the arrangement consideration should be allocated among potential multiple elements; (2) when to recognize revenue on the deliverables; and (3) whether all elements

of the arrangement have been delivered. Changes in judgments on these assumptions and estimates could materially impact the timing or amount of revenue recognition.

MVAS

We mainly rely on third-party operators for billing, collection and transmission of our MVAS to our users. We also rely on other service providers to provide content and to distribute MVAS or other services for us. Revenues are recorded on a gross basis when most of the gross indicators are met, such as we are considered the primary obligor in the arrangement, design and develop (in some cases with the assistance of third-parties) the MVAS, have reasonable latitude to establish price, have discretion in selecting the operators to offer our MVAS, provide customer services related to the MVAS and take on the credit risks associated with the transmission fees. Conversely, revenues are recorded on a net basis when most of the gross indicators are not met. The determination of whether we are the primary obligor for a particular type of service is subjective in nature and is based on an evaluation of the terms of the arrangement. If the terms of the arrangement with operators were to change and cause the gross indicators not being met, we would have to record our MVAS revenues on a net basis. In 2009, approximately 88% of our MVAS revenues were recorded on a gross basis. Consequently, recording MVAS revenues on a net basis would cause a significant decline in our total net revenues, but should not have a significant impact on our gross profit.

Due to the time lag between when the services are rendered and when the operator billing statements are received, MVAS revenues are estimated based on our internal records of billings and transmissions for the month, adjusting for prior periods' confirmation rates with operators and prior periods' discrepancies between internally estimated revenues and actual revenues confirmed by operators. The confirmation rate applied to the estimation of revenue is determined at the lower of the latest confirmation rate available and the average of six months historical rates if such historical average is available. If we have not yet received confirmation rates for six months, revenues would be deferred until billing statements are received from the operators. If subsequent billing statements from the operators differ significantly from management's estimates, our revenues could be materially impacted.

In the past, one of the operators has requested resettlement of billings that were settled in prior periods and on which payments have been received. We have accrued for such credits to revenue based on a historical rolling average and the true-ups between accrued amounts and actual credit memos issued have not been material. If operators request for a resettlement of billings for previous periods at an amount significantly higher than historical average, our revenues could be materially impacted.

In addition, our revenue recognition policy requires an assessment as to whether collection is reasonably assured, which requires us to evaluate the creditworthiness of our customers.

Changes in judgments on assumptions and estimates stated above for MVAS revenues could materially impact the timing and/or amount of revenue recognition.

Advertising expense

Advertising expenses consist primarily of costs of promotion for corporate image and product marketing and costs of direct advertising. We expense all advertising costs as incurred and classify these costs under sales and marketing expense. The nature of our direct advertising activities is such that they are intended to acquire subscribers for subscription-based and usage-based MVAS. We expense all such direct advertising expenses.

Stock-based compensation

Stock-based compensation cost is measured at the grant date based on the estimated fair value of the award and is recognized as an expense on a straight-line basis, net of estimated forfeitures, over the requisite service period, which is generally the vesting period. We use the Black-Scholes option pricing model to determine the estimated fair value of share options. The determination of the estimated fair value of stock-based compensation awards on the grant date using an option-pricing model is affected by our stock price as well as assumptions regarding a number of complex and subjective variables, including our expected stock price volatility over the term of the awards, actual and projected employee share option exercise behaviors, risk-free interest rate and expected dividends. If we use different assumptions for estimating stock-based compensation expense in future periods or if we decide to use a

different valuation model, the change in our stock-based compensation expense could materially affect our operating income, net income attributable to SINA and net income per share attributable to SINA.

Furthermore, we are required to estimate forfeitures at the time of grant and record stock-based compensation expense only for those awards that are expected to vest. If actual forfeitures differ materially from our estimated forfeitures, we may need to revise those estimates used in subsequent periods.

See Note 12 to Consolidated Financial Statements for information regarding stock-based compensation.

Income taxes

We use the asset and liability method of accounting for income taxes. Under this method, income tax expense is recognized for the amount of taxes payable or refundable for the current year. In addition, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating losses and tax credit carryforwards. Management is required to make assumptions, judgments and estimates to determine our current provision for income taxes and our deferred tax assets and liabilities and any valuation allowance to be recorded against a deferred tax asset. Our judgments, assumptions and estimates relative to the current provision for income tax take into account current tax laws, our interpretation of current tax laws and possible outcomes of current and future audits conducted by foreign and domestic tax authorities. Changes in tax law or our interpretation of tax laws and the resolution of current and future tax audits could significantly impact the income taxes recorded in our Consolidated Financial Statements. Our assumptions, judgments and estimates related to the value of a deferred tax asset take into account predictions of the amount and category of future taxable income, such as income from operations. Actual operating results and the underlying amount and category of income in future years could render our current assumptions, judgments and estimates of recoverable net deferred taxes inaccurate. Any of the assumptions, judgments and estimates mentioned above could cause our actual income tax obligations to differ from our estimates, and thus materially impact our financial position and results of operations.

In order to assess uncertain tax positions, the Company applies a more likely than not threshold and a two-step approach for the tax position measurement and financial statement recognition. Under the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement.

In accordance with accounting guidance, undistributed earnings of a subsidiary are presumed to be transferred to the parent company and are subject to withholding taxes, unless the parent company has evidence of specific plans for reinvestment of undistributed earnings of a subsidiary which demonstrate that remittance of the earnings will be postponed indefinitely. The current policy adopted by the Company's Board of Directors allows the Company to distribute PRC earnings offshore only if the Company does not have to pay a dividend tax. Based on the Enterprise Income Tax Law, which became effective on January 1, 2008, such policy would require the Company to indefinitely reinvest all earnings made in China since 2008 onshore or be subject to a 10% withholding tax should it decides to distribute earnings accumulated since 2008 offshore.

Foreign currency

Our reporting currency and functional currency are the U.S. dollar and our subsidiaries and VIEs in China, Hong Kong and Taiwan use their respective local currencies as their functional currencies. An entity's functional currency is the currency of the primary economic environment in which the entity operates. Management must use judgment in determining an entity's functional currency, assessing economic factors including cash flow, sales price, sales market, expense, financing and inter-company transactions and arrangements. Impact from exchange rate changes related to transactions denominated in currencies other than the functional currency is recorded as a gain and loss in our consolidated statements of operations, while impact from exchange rate changes related to translating a foreign entity's financial statements from its functional currency to our reporting currency, the U.S. dollar, is disclosed and accumulated in a separate component under the equity section of our consolidated balance sheets. Translation gains or losses are not released to net income unless the associated net investment has

been sold, liquidated or substantially liquidated. Management uses judgment in determining the timing of recognition of translation gains or losses. Such determination requires assessing whether translation gains or losses were derived from the sale or complete or substantially complete liquidation of an investment in a foreign entity. Different judgments or assumptions resulting in a change of functional currency or timing of recognition of foreign exchange gains or losses may materially impact our financial position and results of operations.

Nonmonetary transaction

We account for nonmonetary transaction based on FASB ASC 845-10 “Exchanges of Nonmonetary Assets,” which requires the assets exchanged to be based on fair value unless one of the three conditions is met: (1) the fair value of the asset relinquished or received cannot be determined (within reasonable limits), (2) there is an exchange of inventory for inventory that will be sold in the same line of business to facilitate sales to customers, or (3) the transaction lacks commercial substance. The determination of fair value requires significant judgment in estimates and assumptions. Changes in these estimates and assumptions could materially affect the calculation of the fair value.

Disposal of subsidiary

We account for the disposal of a subsidiary by recognizing a gain or loss measured as the difference between the aggregate of (1) the fair value of any consideration received, (2) the fair value of any retained noncontrolling investment in the former subsidiary at the date the subsidiary is deconsolidated and (3) the carrying amount of any noncontrolling interest in the former subsidiary (including any accumulated other comprehensive income attributable to the noncontrolling interest) at the date the subsidiary is deconsolidated, and the carrying amount of the former subsidiary’s assets and liabilities. The determination of fair value requires significant judgment in estimates and assumptions. Changes in these estimates and assumptions could materially affect the calculation of the fair value.

Recent accounting pronouncements

Effective July 2009, the Financial Accounting Standards Board (FASB) codified accounting literature into a single source of authoritative accounting principles. Rules and interpretive releases of the SEC under authority of federal securities laws are also sources of authoritative GAAP for SEC registrants. Since the codification did not alter existing GAAP, it did not have an impact on our consolidated financial statements. All references to pre-codified GAAP have been removed in the Consolidated Financial Statements.

In December 2009, the FASB issued Consolidations — Improvements to Financial Reporting by Enterprises Involved with VIEs. The amendments in this Accounting Standards Update replace the quantitative-based risks and rewards calculation for determining which reporting entity, if any, has a controlling financial interest in a variable interest entity with an approach focused on identifying which reporting entity has the power to direct the activities of a variable interest entity that most significantly impact the entity’s economic performance and has (1) the obligation to absorb losses of the entity or (2) the right to receive financial interest in a variable interest entity. The amendments in this Update also require additional disclosures about a reporting entity’s involvement in variable interest entities, which will enhance the information provided to users of financial statements. The new guidance is effective for fiscal years beginning on or after November 15, 2009. Earlier application is prohibited. The Company believes there will be no material impact on its consolidated financial statements upon adoption of this standard.

In October 2009, the FASB issued new guidance on revenue recognition for arrangements with multiple deliverables and certain revenue arrangements that include software elements. By providing another alternative for determining the selling price of deliverables, the guidance for arrangements with multiple deliverables will allow companies to allocate arrangement consideration in multiple deliverable arrangements in a manner that better reflects the transaction’s economics and will often result in earlier revenue recognition. The new guidance modifies the fair value requirements of previous guidance by allowing “best estimate of selling price” in addition to vendor-specific objective evidence (“VSOE”) and other vendor objective evidence (“VOE”, now referred to as “TPE” standing for third-party evidence) for determining the selling price of a deliverable. A vendor is now required to use its best estimate of the selling price when VSOE or TPE of the selling price cannot be determined. In addition, the

residual method of allocating arrangement consideration is no longer permitted under the new guidance. The new guidance for certain revenue arrangements that include software elements removes non-software components of tangible products and certain software components of tangible products from the scope of existing software revenue guidance, resulting in the recognition of revenue similar to that for other tangible products. The new guidance is effective for fiscal years beginning on or after June 15, 2010. However, companies may be able to adopt as early as interim periods ended September 30, 2009. The guidance may be applied either prospectively from the beginning of the fiscal year for new or materially modified arrangements or retrospectively. The Company is currently evaluating the impact on its consolidated financial statements of adopting this guidance.

In June 2009, the FASB issued revised guidance on the accounting for the transfer of financial assets. The revised guidance requires additional information disclosures on the transfer of financial assets, including securitization transactions, and where an entity has continuing exposure to risks related to transferred financial assets. The revised guidance eliminates the concept of a “qualifying special-purpose entity,” changes the requirements for derecognizing financial assets and requires additional disclosures. This guidance will be effective at the start of a reporting entity’s first fiscal year beginning after November 15, 2009. The adoption of this guidance will not have a material impact on the Company’s consolidated financial statements.

In June 2009, the FASB issued revised guidance on the consolidation of VIEs. The revised guidance requires an analysis to determine whether an entity has a controlling financial interest in a VIE. Additionally, the revised guidance requires an ongoing reassessment and eliminates the quantitative approach previously required for determining whether an entity is the primary beneficiary. This guidance will be effective at the start of a reporting entity’s first fiscal year beginning after November 15, 2009. The adoption of this guidance will not have a material impact on the Company’s consolidated financial statements.

A. Operating Results

Net revenues

	Year Ended December 31,						% of Change	
	2009		2008		2007		YOY	YOY
							09 & 08	08 & 07
	(In thousands, except percentages)							
Net revenues								
Advertising	\$ 227,895	64%	\$ 258,499	70%	\$ 168,926	69%	(12)%	53%
Non-advertising:								
MVAS	119,341	33%	103,318	28%	70,489	29%	16%	47%
Others	11,331	3%	7,770	2%	6,712	2%	46%	16%
	<u>130,672</u>	36%	<u>111,088</u>	30%	<u>77,201</u>	31%	18%	44%
	<u>\$ 358,567</u>	100%	<u>\$ 369,587</u>	100%	<u>\$ 246,127</u>	100%	(3)%	50%

The total net revenues decreased 3% year-over-year in 2009 and increased 50% year-over-year in 2008. The decrease from 2008 to 2009 was mainly due to the year-over-year decrease in advertising revenues partially offset by increase in non-advertising revenues. The increase from 2007 to 2008 was mainly due to the year-over-year increase in advertising and MVAS revenues. Advertising revenues as a percentage of total net revenues decreased to 64% in 2009 from 70% in 2008 and 69% in 2007, while MVAS revenues grew to 33% in 2009 from 28% in 2008 and 29% in 2007.

Advertising. Advertising revenues decreased 12% year-over-year in 2009. The global financial crisis impacted the Chinese economy and in particular the advertising sector in China during the first half of 2009. Further, our advertising revenues in 2008 were boosted in part by the coverage of major international sporting events, such as the 2008 Beijing Olympics and the UEFA Euro 2008, neither of which was repeated in 2009. Substantially all of our advertising revenues are generated from China. Total number of advertisers in China was approximately 1,300 in 2009, compared to approximately 1,220 and 1,080 in 2008 and 2007, respectively. Average revenue per advertising customer in China was approximately \$170,000 in 2009, compared to approximately

\$210,000 and \$150,000 in 2008 and 2007, respectively. Our top ten customers in the aggregate accounted approximately 16%, 17% and 16% of our advertising revenues in the PRC in 2009, 2008 and 2007, respectively. Automobile, real estate, fast-moving consumer goods, financial and telecommunication were the top advertising sectors in 2009, accounting for approximately 78% of total advertising revenues.

We spun off our online real estate advertising business to merge it with CRIC in October 2009. Since then, we no longer consolidate revenues from real estate sector in our advertising revenues. Advertising revenues from real estate sector for the first three quarters of 2009 constituted approximately 12% of our total advertising revenues for 2009.

Non-advertising. Non-advertising revenues consist of MVAS and, to a lesser extent, amortized deferred revenue and fee-based revenues.

MVAS

	Year Ended December 31,						% of Change	
	2009		2008		2007		YOY 09 & 08	YOY 08 & 07
	(In thousands, except percentages)							
2.0G products	\$ 84,432	71%	\$ 64,005	62%	\$ 55,404	79%	32%	16%
2.5G products	34,909	29%	39,313	38%	15,085	21%	(11)%	161%
	<u>\$ 119,341</u>	100%	<u>\$ 103,318</u>	100%	<u>\$ 70,489</u>	100%	16%	47%

MVAS revenues increased 16% and 47% year-over-year in 2009 and 2008, respectively. The year-over year increase in MVAS revenues in 2009 and 2008 was mainly due to relatively more stable operator policies, government regulations and business environment.

Revenues from 2.0G products, including SMS, IVR and CRBT, increased 32% and 16% year-over-year in 2009 and 2008, respectively. Revenues from SMS accounted for 45%, 33% and 51% of MVAS revenues in 2009, 2008 and 2007, respectively. Revenues from IVR were 23%, 25% and 22% of MVAS revenues in 2009, 2008 and 2007, respectively. The year-over-year increase for revenues from SMS and IVR revenues were 60% and 2% in 2009, respectively. In 2008, SMS revenues declined 6% year-over-year, while IVR revenues increased 70% year-over-year. The year-over-year change in product mix between SMS and IVR in 2009 and 2008 mostly reflected the allocation of promotional activities to maximize the return on our marketing efforts.

Revenues from 2.5G products, including MMS, WAP and Kjava, decreased 11% in 2009 and increased 161% in 2008 year-over-year. MMS, WAP and Kjava accounted for 8%, 9% and 12% of MVAS revenues, respectively, in 2009 compared to 17%, 11% and 10% of MVAS revenues in 2008, and less than 10% of MVAS revenues individually in 2007. Kjava revenues increased 36% year-over-year in 2009 mainly due to increased game offerings, sales promotions and general market demand. MMS revenues decreased 44% year-over-year in 2009 mainly due to decreased marketing effort. WAP revenues decreased 5% year-over-year in 2009 primarily due to reduced marketing efforts.

In the past, operators have made significant changes to their policies on MVAS in accordance with policy derivatives from MII. The policy changes by the operators have significantly reduced our ability to acquire new MVAS subscribers and increased churn rate of our existing monthly MVAS subscribers. In addition, our MVAS business has been impacted by other regulatory arms in China, such as SARFT. The key policy changes made by operators in recent years include the following:

- In January 2010, China Mobile implemented a series of measures that included limiting the service offerings and partnerships allowed for each SMS service code, preventing the television and radio promotion of certain interactive IVR products and requiring additional notices and customer confirmations in the MVAS ordering process.
- In November 2009, China Mobile implemented a series of measures targeted at eliminating offensive or unauthorized content for the WAP product line. As part of this effort, China Mobile has suspended billing

customers for WAP services, including those that do not contain offensive or unauthorized content, on behalf of third-party service providers of such services. The ultimate impact of these measures to the Company's MVAS revenues is currently unknown. For the fourth quarter of 2009, approximately 9% of the Company's MVAS revenues were derived from WAP services. China Mobile has not yet indicated how long these new measures will last or whether it would expand such measures.

- In December 2007, the MII unified the dialing codes of each service provider by adding a four-digit code to each service provider's product. This complicated the purchasing process of MVAS and reduced the effectiveness of our direct advertising and increased the difficulties of new user recruitment. We have been unable to estimate the impact of such change on our results of operations, cash flows and financial condition.
- In August 2007, the MII tightened the regulations over direct advertising in China. This change reduced the effectiveness of our direct advertising on MVAS and increased the difficulties of new user recruitment. We have not been able to accurately estimate the impact of such change on our results of operations, cash flows and financial condition, but believe it has had and will continue to have a significant negative impact to our MVAS business. Revenues from direct-advertising-based MVAS in 2009 accounted for approximately 21% of our MVAS revenues.
- In July 2007, China Mobile began implementing a score and ranking system that attempts to reward service providers based on certain factors, such as revenue size, revenue growth rate and user complaint volume. A low score or ranking by any of our mobile entities would significantly result in a negative impact to our results of operations, cash flows and financial condition. Revenues billed via provincial and local subsidiaries of China Mobile in the aggregate in 2009 were approximately \$99.2 million.
- In April 2007, China Unicom changed its service fee settlement method with service providers from estimated collection to actual collection. As a result of the switch, fee settlement with China Unicom, based on the receipt of billing statement, has taken up to four months, which has negatively impacted our cash flow. In addition, if we are unable to rely on historical confirmation rates from China Unicom in the future as a result of the change in fee settlement method, we may need to defer recognition of such revenues until the billing statements are received. Revenues billed via provincial and local subsidiaries of China Unicom in the aggregate in 2009 were approximately 14% of our MVAS revenues.

Mobile operators, such as China Mobile and China Unicom, and governmental bodies, such as the MII and SARFT, may announce additional measures or regulations in the future, which may adversely impact on our results of operations, cash flows and financial condition. We are in the process of developing and promoting new products that we believe are not subject to recent policy and regulations changes made by operators and governmental bodies. However, there is no guarantee that we will be able to develop any such new products, that any such products will achieve market acceptance or that such products will not be affected by future changes in rules and regulations.

Other non-advertising revenues

Other non-advertising revenues include the amortized deferred revenue and fee-based services, including primarily paid personal email services and corporate email services and causal games. In conjunction with the spin-off of our online real estate advertising in October 2009, we signed certain license agreements with CRIC. The fair value of these license agreements were measured at \$187.4 million, which was recognized as deferred revenue and will be amortized on a straight-line basis over the contract period of ten years. In the fourth quarter of 2009, amortized deferred revenue was \$4.7 million.

Costs of revenues

	Year Ended December 31,				
	2009	2008	2007	% of Change YOY 09 & 08	% of Change YOY 08 & 07
	(In thousands, except percentages)				
Costs of revenues:					
Advertising	\$ 99,835	\$ 100,008	\$ 63,466	*	58%
Non-advertising:					
MVAS	56,851	48,005	29,339	18%	64%
Other	1,606	2,322	1,897	(31)%	22%
	58,457	50,327	31,236	16%	61%
	<u>\$ 158,292</u>	<u>\$ 150,335</u>	<u>\$ 94,702</u>	5%	59%

* Less than 1%

Costs of revenues increased 5% and 59% year-over-year in 2009 and 2008, respectively. Costs of advertising revenues in 2009 was basically flat year-over-year while cost of MVAS revenues increased 18% year-over-year. In 2008, costs of advertising and costs of MVAS revenues increased 58% and 64%, respectively, when compared to 2007.

Advertising. Costs of advertising revenues consist primarily of expenses associated with the production of our websites, including fees paid to third parties for Internet connection, content and services, payroll-related costs, stock-based compensation and equipment depreciation expense. Costs of advertising revenues also include the business taxes on advertising sales in the PRC. Business taxes, surcharges and cultural business construction fees are levied at approximately 8.5% of advertising revenues in China.

Costs of advertising revenues in 2009 were flat year-over-year and increased 58% year-over-year in 2008. Compared to 2008, Internet connection costs associated with additional bandwidth in 2009 increased \$4.2 million, stock-based compensation increased \$2.2 million, third-party advertisement production cost increased \$1.6 million, and direct labor cost increased \$0.6 million, driven by an increased headcount and payroll-related expenses. These increases were partially offset by \$5.2 million reduction in content fees and \$3.5 million decrease in business taxes, attributable to lower advertising revenues. In 2009, we recorded \$0.5 million stock-based compensation in costs of advertising revenues as a result of our private equity placement of SINA ordinary shares to New-Wave. Compared to 2007, content fees increased \$10.0 million in 2008, business taxes increased \$8.3 million, attributable to higher advertising revenues, direct labor cost increased \$7.7 million, driven by an increased headcount and payroll-related expenses, Internet connection costs associated with additional bandwidth increased \$7.2 million and stock-based compensation increased \$1.5 million.

Non-advertising. Costs of non-advertising revenues mainly consist of the fees paid to third-party operators for their services related to billing, transmissions and collection of our MVAS revenues for using their transmission gateways, fees or royalties paid to third-party providers for contents and services associated with our MVAS, and business taxes and surcharges levied on non-advertising sales in the PRC, which are approximately 3.3% for mobile related revenues and 5.5% for other non-advertising revenues.

Costs of MVAS revenues increased 18% and 64% year-over-year in 2009 and 2008, respectively. Compared to 2008, fees paid to third-party content and service providers increased \$5.3 million in 2009 and fees retained by or paid to operators increased \$3.2 million. Compared to 2007, fees paid to third-party content and service providers increased \$12.7 million in 2008 and fees retained by or paid to operators increased \$6.0 million.

Historical cost of MVAS revenue trends may not be indicative of future results, as operators in China have made changes to the way service fees are charged. For example, starting in January 2007, we were required to switch from using our own platform for the delivery of IVR services to that of China Mobile. Consequently, China Mobile's service fees for IVR increased from 15% to 30%. China Mobile, China Unicom and other operators may

further change their fee policies, which may have a material and adverse impact to our results of operation, financial position and cash flow.

Costs of other non-advertising revenue also include costs for providing fee-based services.

Gross margins

	Year Ended December 31,		
	2009	2008	2007
Gross margins:			
Advertising	56%	61%	62%
Non-advertising:	55%	55%	60%
MVAS	52%	54%	58%
Other	86%	70%	72%
Overall	56%	59%	62%

Overall gross margin declined three percentage points year-over-year in 2009 and 2008 to 56% and 59%, respectively.

Advertising. The year-over-year decline in advertising gross margin in 2009 was mainly due to the decrease in advertising revenues without proportionate decrease in costs. The year-over-year decline in advertising gross margin in 2008 was mainly due to the higher content fees and Internet connection cost as a percentage of advertising revenues. Stock-based compensation for 2009, 2008 and 2007 accounted for approximately 2%, 1% and 1% of our advertising revenues, respectively. We expect to continue to increase our investments in the production of web content and Internet connection in absolute dollars to maintain our competitiveness.

Non-advertising. The majority of the costs associated with non-advertising revenues are variable costs. Gross margin for non-advertising revenues remained flat at 55% in 2009 as compared to 2008 and declined five percentage points from 2007 to 55% in 2008. Gross margin for MVAS declined two percentage points and four percentage points year-over-year in 2009 and 2008, respectively. These declines were mainly driven by the increases in fees retained by or paid to operators, third-party content and service providers. We expect further increases in these fees as a percentage of MVAS revenues, which will result in continuing decline in MVAS gross margin in the future.

Operating expenses

	Year Ended December 31,							
	2009		2008		2007		% of Change	
	\$	% of Net Revenues	\$	% of Net Revenues	\$	% of Net Revenues	YOY 09 & 08	YOY 08 & 07
	(In thousands, except percentages)							
Sales and marketing	\$ 85,133	24%	\$ 79,784	22%	\$ 50,555	21%	7%	58%
Product development	33,777	9%	30,371	8%	21,942	9%	11%	38%
General and administrative	40,025	11%	33,179	9%	26,738	11%	21%	24%
Amortization of intangible assets	4,138	1%	1,337	*	1,176	*	209%	14%
	<u>\$ 163,073</u>	<u>45%</u>	<u>\$ 144,671</u>	<u>39%</u>	<u>\$ 100,411</u>	<u>41%</u>	<u>13%</u>	<u>44%</u>

* Less than 1%

Operating expenses increased 13% and 44% year-over-year in 2009 and 2008, respectively. As a percentage of total net revenues, operating expenses increased from 39% in 2008 to 45% in 2009, but decreased from 41% in 2007 to 39% in 2008. Sales and marketing expense, as a percentage of total net revenues, increased from 21% in 2007, to 22% in 2008 and to 24% in 2009. Product development expense, as a percentage of total net revenues, did not vary much from 2007 to 2009. General and administrative expense, as a percentage of total net revenues, increased from

9% in 2008 to 11% in 2009, but decreased from 11% in 2007 to 9% in 2008. Amortization of intangible assets accounted for approximately 1% of net revenues in 2009 and less than 1% of net revenues in 2008 and 2007.

Sales and marketing. Sales and marketing expenses consist primarily of payroll-related expenses, advertising and promotional expenditures and business travel expenses. Compared to 2008, stock-based compensation increased \$3.9 million and payroll-related expenses increased \$2.1 million, while corporate branding spending and MVAS promotions decreased slightly by \$0.6 million in 2009. In 2009, we recorded \$1.5 million stock-based compensation in sales and marketing expenses as a result of the private equity placement of SINA ordinary shares to New-Wave. Compared to 2007, corporate branding spending and MVAS promotions increased \$21.6 million in 2008, stock-based compensation increased \$0.9 million and payroll-related expenses, such as sales commissions and bonuses, increased \$5.6 million. We expect sales and marketing expenses to continue to increase in absolute dollars in the near future.

Product development. Product development expenses consist primarily of payroll-related expenses incurred for the enhancement to and maintenance of our websites as well as costs associated with new product development and enhancement for products such as micro-blog, blog and video podcasting. Compared to 2008, payroll-related expenses increased \$1.7 million and stock-based compensation increased \$2.1 million in 2009. In 2009, we recorded \$0.8 million stock-based compensation in product development expenses as a result of our private equity placement of SINA ordinary shares to New-Wave. Compared to 2007, payroll-related expenses increased \$4.6 million in 2008, depreciation expenses increased \$1.3 million in 2008, resulting from purchases of new capital equipment, while stock-based compensation increased \$0.4 million. We expect product development expenses to continue to increase in absolute dollars in the near future.

General and administrative. General and administrative expenses consist primarily of payroll-related costs, stock-based compensation, professional service fees and provisions for doubtful accounts. Our general and administrative expenses also include expenses relating to the transfer of the economic benefits generated from our VIEs in the PRC to our subsidiaries. Compared to 2008, stock-based compensation increased \$10.9 million, provision for allowance for doubtful accounts increased \$1.8 million and payroll-related expenses increased \$0.6 million in 2009. These were partially offset by the reduction in expenses relating to the transfer of the economic benefits generated from our VIEs in the PRC to our subsidiaries of \$5.8 million and professional fees of \$1.6 million. In 2009, we recorded \$7.9 million stock-based compensation in general and administrative expenses as a result of our private equity placement of SINA ordinary shares to New-Wave. Compared to 2007, stock-based compensation increased \$2.9 million, professional fees increased \$2.8 million and payroll-related expenses increased \$1.5 million. These were partially offset by the decrease in provision for allowance for doubtful accounts of \$1.9 million.

Amortization of intangible assets. Amortizable intangible assets include purchased technology, database and software. In the fourth quarter of 2009, we launched a new UC Instant Messaging platform that was completely internally developed. As this new platform will replace the previously acquired platform, we will discontinue the use of the acquired technology UC Instant Messaging platform as of March 31, 2010. As such, we charged \$2.4 million in amortization expenses in the fourth quarter of 2009 and will amortize ratably the remaining \$2.4 million of intangible assets related to the acquired UC Instant Messaging platform in the first quarter of 2010. Software is amortized over three years. Real estate related database was disposed as a result of the Transaction. See Note 4 to the Consolidated Financial Statements for further information on intangible assets, including estimates of amortization expenses for future periods.

Interest and other income, net

	Year Ended December 31,		
	2009	2008	2007
	(In thousands)		
Interest income	\$ 8,379	\$ 15,371	\$ 11,522
Amortization of debt discount	—	—	(3,704)
Other income	(8)	2,899	1,209
	<u>\$ 8,371</u>	<u>\$ 18,270</u>	<u>\$ 9,027</u>

The year-over-year decrease in interest income in 2009 was mainly due to lower interest rate despite higher balances of cash, cash equivalent and short-term investments in 2009. The year-over-year increase in interest income in 2008 was due to higher balances of cash, cash equivalent and short-term investments in 2008.

With the adoption of the revised guidance on accounting for convertible debt instrument issued by the FASB, we recorded debt discount of \$26.5 million and amortized the amount on a straight-line basis over the four-year period through June 2007 as a non-cash increase in interest expense. We applied it retrospectively to all prior periods as required by the revised guidance.

Included in other income, net currency transaction loss for 2009 was \$0.1 million. Net currency transaction gains for 2008 and 2007 were approximately \$3.3 million and \$1.1 million, respectively, arising from the Chinese renminbi appreciating against the U.S. dollar.

Amortization of convertible debt issuance cost

With the adoption of the revised guidance on accounting for convertible debt instrument issued by the FASB, we recorded convertible debt issuance cost of approximately \$2.0 million, which was amortized on a straight-line basis over the four-year period through June 2007. We applied it retrospectively to all prior periods as required by the revised guidance.

Gain on sale of business and equity investments, net

The following summarizes the gain (loss) on sale of business and investments:

	Year Ended December 31,		
	2009	2008	2007
	(In thousands, except percentages)		
COHT	\$ 376,564	\$ 3,137	\$ —
Others	(1,509)	(779)	830
	<u>\$ 375,055</u>	<u>\$ 2,358</u>	<u>\$ 830</u>
% of total net revenues	105%	*	*

* Less than 1%

In April 2008, we sold a 34% interest of our restructured online real estate advertising business COHT to E-House and recorded a gain of \$3.1 million from the step up of our sold interests to fair value. Subsequently, in October 2009, we spun off COHT to merge it with CRIC and exchange for approximately 33% interest in CRIC. Our interest in the equity of CRIC is valued at approximately \$572.0 million based on its initial public offering price. We recorded a one-time gain of \$376.6 million from this transaction. See Note 3 to the Consolidated Financial Statements for further information on the transaction.

Income tax expense

	Year Ended December 31,		
	2009	2008	2007
	(In thousands, except percentages)		
Current income tax provision	\$ 7,093	\$ 14,098	\$ 6,030
Deferred income tax	1,230	(56)	474
Total	<u>\$ 8,323</u>	<u>\$ 14,042</u>	<u>\$ 6,504</u>
Income from China operations	\$ 81,890	\$ 108,147	\$ 70,167
Effective tax rate for China operations	10%	13%	9%

Based on our current operating structure and preferential tax treatments available to us in China, the effective income tax rate for our China operations in 2009 was 10%, compared to 13% in 2008 and 9% in 2007. The lower effective tax rate of our PRC operations for 2009 as compared to 2008 was primarily due to lower provision of

repatriation tax for earnings in VIEs and additional tax holiday obtained by one of our subsidiaries. The increase in effective income tax rate in 2008 was due to the phasing out of tax holiday of certain of our FIEs.

Prior to January 1, 2008, our subsidiaries and VIEs were governed by the Previous IT Law. Under the Previous IT Law, our subsidiaries and VIEs were generally subject to enterprise income taxes at a statutory rate of 33% (30% state income tax plus 3% local income tax) or 15% for qualified high and new technology enterprises. In addition to a preferential statutory rate, some of our high and new technology subsidiaries were entitled to special tax holidays of three-year tax exemption followed by three years at a 50% reduction in the tax rate, commencing the first operating year.

Effective January 1, 2008, the EIT Law in China supersedes the Previous IT Law and unifies the income tax rate for domestic enterprises and FIEs at 25%. The EIT Law provides a five-year transitional period for certain entities that enjoyed a favorable income tax rate of less than 25% and/or a preferential tax holiday under the Previous IT Law and were established before March 16, 2007, to gradually increase their rates to 25%. In addition, high and new technology enterprises continue to enjoy a preferential tax rate of 15%. The EIT Law also provides grandfather treatment for high and new technology enterprises that received special tax holidays under the Previous IT Law to continue to enjoy their tax holidays until expiration provided that specific conditions are met. Three of our subsidiaries in China, SINA.com Technology (China) Co. Ltd., SINA Technology (China) Co. Ltd. and Beijing New Media Information Technology Co. Ltd., were qualified as high and new technology enterprises under the new EIT Law.

The EIT Law also provides that an enterprise established under the laws of foreign countries or regions but whose “de facto management body” is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely defines the location of the “de facto management body” as “the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located.” Based on a review of surrounding facts and circumstances, we do not believe that it is likely that our operation outside of the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history of the EIT Law, should we be treated as a resident enterprise for PRC tax purposes, we will be subject to PRC tax on worldwide income at a uniform tax rate of 25% retroactive to January 1, 2008.

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Such withholding income tax was exempted under the Previous IT Law. The Cayman Islands, where the Company incorporated, does not have such tax treaty with China. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by a foreign-invested enterprise in China to its direct holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). A majority of our FIEs’ operations in China are invested and held by Hong Kong registered entities. In accordance with accounting guidance, all undistributed earnings are presumed to be transferred to the parent company and are subject to the withholding taxes. Based on the subsequently issued interpretation of the new EIT, Article 4 of Cai Shui [2008] Circular No. 1, dividends on earnings prior to 2008 but distributed after 2008 are not subject to withholding income tax. The current policy approved by our Board allows us to distribute PRC earnings offshore only if we do not have to pay a dividend tax. Such policy may require us to reinvest all earnings made since 2008 onshore indefinitely or be subject to a significant withholding tax should our policy change to allow for earnings distribution offshore. As of December 31, 2009, we did not record any withholding tax on the retained earnings of its FIEs, as we intend to reinvest our earnings to further expand our business in China, and our FIEs do not intend to declare dividends to their immediate foreign holding companies.

In December 2009, the State Administration of Tax in China issued a circular on strengthening the management of proceeds from equity transfers by non-China tax resident enterprises and requires foreign entities to report indirect sales of China tax resident enterprises. If the existence of the overseas intermediary holding company is disregarded due to lack of reasonable business purpose or substance, gains on such sale are subject to PRC withholding tax. The Company believes that there was reasonable business purpose for the merger of COHT with CRIC, which was to realize the business synergy created by the merger to form a real estate information services platform both online and offline with diversified revenue streams, serving both real estate businesses and consumers. The subsequent initial public offering allowed the combined company to raise additional capital to fund its future growth. Due to limited guidance and implementation history of the new circular, significant judgment is required in the determination of a reasonable business purpose for an equity transfer by our non-China tax resident entity by considering factors, including but not limited to, the form and substance of the arrangement, time of establishment of the foreign entity, relationship between each step of the arrangement, relationship between each component of the arrangement, implementation of the arrangement and the changes in the financial position of all parties involved in the transaction. Although the Company believes that it is more likely than not the said transaction would be determined as one with a reasonable business purpose, should this not be the case, the Company would be subject to a significant withholding tax that could materially and adversely impact its financial position, results of operations and cash flows.

During 2007, we reassessed our deferred tax assets assuming the 25% effective tax rate under the EIT Law. Historically, deferred tax assets were calculated using old statutory rate 33% or applicable preferential rates of 7.5% or 15% of the respective legal entities. As a result of the reassessment, we wrote down \$0.4 million in deferred tax assets in the first quarter of 2007.

For further information on our tax structures and inherent risks see “*If tax benefits available to us in China are reduced or repealed, our results of operations could suffer significantly and your investment in our shares may be adversely affected.*” under Risk Factors in Part I Item 3.D. See also Note 8 to the Consolidated Financial Statements for further discussion on income taxes.

B. Liquidity and Capital Resources

	As of December 31		
	2009	2008	2007
	(In thousands)		
Cash and cash equivalents and short-term investments	\$ 821,518	\$ 603,824	\$ 477,999
Working capital	\$ 694,484	\$ 498,524	\$ 377,608
SINA shareholders’ equity	\$ 1,221,727	\$ 620,505	\$ 494,976

We have funded our operations and capital expenditures primarily using the \$97.5 million raised through the sale of preference shares, the \$68.8 million raised from the sale of ordinary shares in the initial public offering, the \$97.3 million raised from the sale of zero-coupon, convertible, subordinated notes in July 2003 and the \$180.0 million raised from the private equity placement of SINA ordinary shares to New-Wave in November 2009, as well as cash generated from operations and the exercise of stock options.

On July 7, 2003, we issued \$100 million aggregate amount of zero-coupon, convertible, subordinated notes (the “Notes”) due 2023 in a private offering, which resulted in net proceeds to us of approximately \$97.3 million. The Notes were issued at par and bear no interest. The Notes are convertible into our ordinary shares, upon satisfaction of certain conditions, at an initial conversion price of \$25.79 per share, subject to adjustments for certain events. Upon conversion, we have the right to deliver cash in lieu of ordinary shares, or a combination of cash and ordinary shares. During 2007, one million dollars of the Notes were converted as SINA ordinary shares. We may redeem for cash all or part of the Notes on or after July 15, 2012, at a price equal to 100% of the principal amount of the Notes. The purchasers may require us to repurchase all or part of the Notes for cash on July 15 annually from 2007 through 2013, and on July 15, 2018, and upon a change of control, at a price equal to 100% of the principal amount of the Notes. We filed a Registration Statement on Form S-3 for the resale of the Notes and the ordinary shares issuable upon conversion of the Notes, which Registration Statement is no longer effective.

One of the conditions for conversion of the Notes to SINA ordinary shares is that the sale price (defined as closing per share sales price) of SINA ordinary shares reaches a specified threshold for a defined period of time. The specified thresholds are (i) during the period from issuance to July 15, 2022, if the sale price of SINA ordinary shares, for each of any five consecutive trading days in the immediately preceding quarter, exceeds 115% of the conversion price per ordinary share, and (ii) during the period from July 15, 2022 to July 15, 2023, if the sale price of SINA ordinary shares on the previous trading day is more than 115% of the conversion price per ordinary share. The closing price of our ordinary shares on December 31, 2009, the last trading day of 2009, was \$45.18. For the quarter ended March 31, 2010, the sale price of SINA ordinary shares exceeded 115% of the conversion price per ordinary share for five consecutive trading days. The Notes are therefore convertible into SINA ordinary shares for the quarter ending June 30, 2010 in accordance with threshold (i) described above. Upon a purchaser's election to convert the Notes in the future periods, we have the right to deliver cash in lieu of ordinary shares, or a combination of cash and ordinary shares.

In the fourth quarter of 2008, the board authorized, but did not obligate, the Company to repurchase up to \$100 million of the Company's ordinary shares on an opportunistic basis. Stock repurchases under this program may be made through open market purchases, in negotiated transactions off the market, in block trades pursuant to a 10b5-1 plan, which would give a third party independent discretion to make purchases of the Company's ordinary shares, or otherwise and in such amounts as we deem appropriate. In 2009, we repurchased an aggregate of 2,454,956 shares in the open market, at an average price of \$20.37 for a total consideration of \$50.0 million. The repurchase program expired at the end of 2009.

In September 2009, we entered into a definitive agreement for a private equity placement of SINA's ordinary shares with New-Wave. At the closing in November 2009, we received gross proceeds of \$180.0 million and New-Wave received 5,608,612 ordinary shares in SINA. We filed a Registration Statement on Form F-3 for, among other things, the resale of the ordinary shares issued in the private equity placement.

As of December 31, 2009, we had \$821.5 million in cash, cash equivalents and short-term investments. We believe that our existing cash, cash equivalents and short-term investments balance is sufficient to fund our operating activities, capital expenditures and other obligations for at least the next twelve months. However, we, if deemed necessary, will enhance our liquidity position or to increase our cash reserve for future acquisitions via additional capital and/or finance funding. The issuance and sale of additional equity would result in further dilution to our shareholders. The incurrence of indebtedness would result in increased fixed obligations and could result in operating covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

The following tables set forth the movements of our cash and cash equivalents for the periods presented.

	Year Ended December 31,		
	2009	2008	2007
	(In thousands)		
Net cash provided by operating activities	\$ 98,086	\$ 114,000	\$ 89,065
Net cash provided by (used in) investing activities	111,664	(23,960)	(5,857)
Net cash provided by financing activities	155,299	12,407	19,037
Effect of exchange rate changes on cash and cash equivalents	(1,946)	9,207	6,244
Net increase in cash and cash equivalents	363,103	111,654	108,489
Cash and cash equivalents at beginning of period	383,320	271,666	163,177
Cash and cash equivalents at end of period	\$ 746,423	\$ 383,320	\$ 271,666

Operating activities

Net cash provided by operating activities for 2009 was \$98.1 million. This was attributable to our net income of \$412.3 million, adjusted by non-cash related gains on sales of business and equity investment, net, of \$375.1 million and non-cash related expenses including stock-based compensation of \$33.4 million, depreciation of \$15.3 million,

allowance for doubtful accounts of \$5.3 million, amortization of intangible assets of \$4.4 million, the realized foreign exchange gains from liquidated subsidiaries of \$2.0 million and a net increase in cash from working capital items of \$0.7 million. The net increase in working capital items was mainly due to the increase in accrued liabilities, such as content fees, bandwidth costs, sales commissions, bonuses and marketing expenses and deferred revenues, offset by the increase in accounts receivable, prepaid expenses and other current assets.

Net cash provided by operating activities for 2008 was \$114.0 million. This was attributable to our net income of \$81.2 million, adjusted by non-cash related expenses including depreciation of \$16.0 million, stock-based compensation of \$14.3 million, allowance for doubtful accounts of \$3.5 million, amortization of intangible assets of \$1.6 million and a net increase in cash from working capital items of \$1.6 million, offset by the unrealized foreign exchange gains from liquidated subsidiaries of \$2.0 million and gains from the sale of business and equity investments of \$2.4 million. The net increase in working capital items was mainly due to the increase in accrued liabilities, such as content fees, bandwidth costs, sales commissions, bonuses and marketing expenses, deferred revenues and income tax payable, partially offset by the increase in account receivables that resulted from the significant increase in our advertising revenues.

Net cash provided by operating activities for 2007 was \$89.1 million. This was attributable to our net income of \$54.1 million, adjusted by non-cash related expenses including depreciation of \$13.4 million, stock-based compensation of \$8.7 million, allowance for doubtful accounts of \$5.3 million, amortization of intangible assets of \$1.2 million, and a net increase in cash from working capital items of \$2.7 million, offset by gains from the sale of investments of \$0.8 million. The net increase in working capital items was mainly due to increase in accrued liabilities, such as sales rebates, content fees, bandwidth costs, sales commissions, bonuses and marketing expenses, and deferred revenues and income tax payable, partially offset by the increase in account receivables which resulted from the significant increase in our advertising revenues.

Investing activities

Net cash provided by investing activities for 2009 was \$111.7 million. Cash from the maturities of short-term investments was \$191.6 million. This was offset by the purchase of short-term investments of \$45.7 million, investments and prepayments on investments of \$17.1 million, sales of interest in subsidiary of \$11.6 million, equipment purchases of \$4.9 million and cash paid for acquisition of intangible assets of \$0.6 million.

Net cash used in investing activities for 2008 was \$24.0 million. This was due to the purchase of short-term investments of \$154.0 million, equipment purchases of \$18.8 million and purchase of additional interest in a private company of \$2.0 million, offset by the maturities of short-term investments of \$150.9 million.

Net cash used in investing activities for 2007 was \$5.9 million. This was due to the purchase of short-term investments of \$98.8 million, equipment purchases of \$12.2 million, offset by the proceeds from the maturities of short-term investments of \$104.4 million and other net investment activities of \$0.7 million.

Financing activities

Net cash provided by financing activities for 2009 was \$155.3 million. Cash from the issuance of ordinary shares was \$205.1 million comprising \$180.0 million from the private equity placement of SINA ordinary shares to New-Wave and \$25.4 million from the exercise of share options. Cash from noncontrolling interest shareholders' capital contribution was \$0.8 million. These were offset by the repurchase of ordinary share pursuant to the repurchase program of \$50.1 million and \$0.5 million of payments for other financing activities.

Net cash provided by financing activities for 2008 was \$12.4 million. Proceeds from the exercise of share options was \$10.5 million and capital contribution from eHouse was \$2.5 million while payments for other financing activities were \$0.6 million.

Net cash provided by financing activities for 2007 was proceeds from the exercise of share options of \$19.0 million.

C. Research and Development, Patents and Licenses, etc.

Not applicable.

D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the period from January 1, 2009 to December 31, 2009 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Off-Balance Sheet Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any unconsolidated third parties. In addition, we have not entered into any derivative contracts that are indexed to our shares and classified as shareholders' equity, or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. Moreover, we do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or research and development services with us.

F. Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2009:

	Payments Due by Period				
	Total	Less Than One Year	One to Three Years (In thousands)	Three to Five Years	More Than Five Years
Operating leases obligation	\$ 17,705	\$ 2,563	\$ 15,111	\$ 31	\$ —
Purchase commitments	35,044	29,548	5,267	82	147
Other long-term liabilities	2,710	—	1,025	—	1,685
Total contractual obligations	<u>\$ 55,459</u>	<u>\$ 32,111</u>	<u>\$ 21,403</u>	<u>\$ 113</u>	<u>\$ 1,832</u>

Operating lease obligations include the commitments under the lease agreements for our office premises. We lease office facilities under non-cancelable operating leases with various expiration dates through 2014. Rental expenses for the years ended December 31, 2009, 2008 and 2007 were \$7.6 million, \$6.5 million and \$4.9 million, respectively. Based on the current rental lease agreements, future minimum rental payments required as of December 31, 2009 are \$2.6 million, \$4.6 million and \$6.6 million for the years ending December 31, 2010, 2011 and 2012, respectively. The majority of the commitments are from our office lease agreements in the PRC.

Purchase commitments mainly include minimum commitments for Internet connection fees associated with website production, content fees associated with website production and MVAS, advertising serving services and marketing activities.

Item 6. Directors, Senior Management and Employees**A. Directors and Senior Management**

The following table provides information with respect to our executive officers and directors as of March 31, 2010:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Charles Chao	44	President, Chief Executive Officer and Director (Principal Executive Officer)
Herman Yu	39	Chief Financial Officer (Principal Financial and Accounting Officer)
Hong Du	38	Chief Operating Officer
Tong Chen	43	Executive Vice President & Chief Editor
Yan Wang	37	Chairman of the Board
Pehong Chen	52	Independent Director
Lip-Bu Tan	50	Independent Director
Ter Fung Tsao	64	Independent Director
Yichen Zhang	46	Independent Director
Song-Yi Zhang	54	Independent Director
Hurst Lin	45	Independent Director

Charles Chao has served as a director and Chief Executive Officer since May 2006. Mr. Chao has served as our President since September 2005 and as our Chief Financial Officer from February 2001 to May 2006. Mr. Chao served as our Co-Chief Operating Officer from July 2004 to September 2005. Mr. Chao served as our Executive Vice President from April 2002 to June 2003. From September 1999 to January 2001, Mr. Chao served as our Vice President, Finance. Prior to joining us, Mr. Chao served as an experienced audit manager at PricewaterhouseCoopers, LLP, an accounting firm. Mr. Chao is currently a director of Focus, an out-of-home media and advertising network company, NetDragon Websoft Inc., a company providing technology for online gaming, and CRIC. Mr. Chao holds a Master of Professional Accounting degree from University of Texas at Austin, an M.A. in Journalism from University of Oklahoma and a B.A. in Journalism from Fudan University in Shanghai, China.

Herman Yu has served as the Company's Chief Financial Officer since August 2007. Mr. Yu has served as our Acting Chief Financial Officer from May 2006 to August 2007 and Vice President and Corporate Controller from September 2004 to May 2006. Prior to joining SINA, Mr. Yu worked at Adobe Systems, as the Corporate Marketing Controller from June 2001 to September 2004 and as the Chief Auditor from January 1999 to May 2001. Mr. Yu also held various finance and accounting management positions at Cadence Design Systems, Inc. and VeriFone, Inc. Mr. Yu began his career with Arthur Andersen and is a California Certified Public Accountant. Mr. Yu is currently a director of Qunar, a travel search company. Mr. Yu holds a Masters of Accountancy from the University of Southern California and a Bachelor of Arts in Economics from the University of California. He is a member of the American Institute of Certified Public Accountants (AICPA) and Financial Executive Institute (FEI).

Hong Du has served as the Company's Chief Operating Officer since February 2008. Ms. Du joined the Company in November 1999 and worked in the Business Development department until April 2004. From May 2004 to January 2005, Ms. Du served as Deputy General Manager of 1Pai.com, a joint venture between SINA and Yahoo! Ms. Du rejoined the Company in January 2005 and served as our General Manager of Sales Strategy from January 2005 to March 2005, General Manager of Sales from April 2005 to August 2005, Vice President of Sales from September 2005 to February 2007, and Senior Vice President of Sales and Marketing from February 2007 to February 2008. Ms. Du is currently a director of CRIC. Ms. Du holds a B.S. in Applied Chemistry from Harbin Institute of Technology and an M.S. in MIS from San Francisco State University.

Tong Chen has served as the Company's Executive Vice President and Chief Editor since February 2007. In 1997, Mr. Chen took part in the founding of SRSnet.com, a division of Beijing Stone Rich Sight Information Technology Co., Ltd. (currently known as Beijing SINA Information Technology Co. Ltd.), one of our subsidiaries, and he formally joined the Company in March 1998. Mr. Chen served as host of our SRSnet.com Sports Salon from

April 1997 to August 1998, Chief Editor of our News Center from September 1998 to June 1999, our Content Director from June 1999 to June 2000, Executive Deputy General Manager of our China operations from June 2000 to May 2002, our Vice President and Chief Editor from May 2002 to November 2003 and our Senior Vice President and Chief Editor from November 2003 to February 2007. Mr. Chen holds an M.B.A. from China-Europe International Business School, an M.A. in Journalism from Renmin University of China, an M.A. in Communications from Beijing Institute of Technology and a B.S. in electronic engineering from Beijing University of Technology.

Yan Wang has served as a director since May 2003 and is currently serving as our Chairman of the Board. Mr. Wang served as our Vice Chairman of the Board from May 2006 to May 2008. Previously, he served as our Chief Executive Officer from May 2003 to May 2006, our President from June 2001 to May 2003, our General Manager of China Operations from September 1999 to May 2001 and as our Executive Deputy General Manager for Production and Business Development in China from April 1999 to August 1999. In April 1996, Mr. Wang founded the SRSnet.com division of Beijing Stone Rich Sight Limited (currently known as Beijing SINA Information Technology Co. Ltd.), one of our subsidiaries. From April 1996 to April 1999, Mr. Wang served as the head of our SRS Internet Group. Mr. Wang holds a B.A. in Law from the University of Paris.

Pehong Chen has served as a director since March 1999. Mr. Chen has been the Chief Executive Officer, President and Chairman of the Board of Broadvision, Inc., a software applications company, since May 1993. Prior to founding Broadvision, Mr. Chen was Vice President of Multimedia Technology at Sybase, Inc., an enterprise software company, from 1992 to 1993. From 1989 to 1992, Mr. Chen founded and was president of Gain Technology, a multimedia software tools company, which was acquired by Sybase. Mr. Chen is currently a director of UFIDA Software Co., Ltd, a management software company. He received a B.S. in Computer Science from National Taiwan University, an M.S. in Computer Science from Indiana University and a Ph.D. in Computer Science from the University of California at Berkeley.

Lip-Bu Tan has served as a director since March 1999. Mr. Tan is the Founder and Chairman of Walden International, an international venture capital firm founded in 1984. Mr. Tan is also President and Chief Executive Officer of Cadence Design Systems, Inc., an EDA company. Mr. Tan is currently a director of Flextronics International Ltd., an electronics manufacturing services company, Semiconductor Manufacturing International Corp., a foundry in China, and several other private companies. He holds an M.S. in Nuclear Engineering from the Massachusetts Institute of Technology, an M.B.A. from the University of San Francisco and a B.S. from Nanyang University, Singapore.

Ter Fung Tsao has served as a director since March 1999. Mr. Tsao has served as Chairman of Standard Foods Corporation (formerly known as Standard Foods Taiwan Ltd.), a packaged food company, since 1986. Before joining Standard Foods Taiwan Ltd., Mr. Tsao worked in several positions within The Quaker Oats Company, a packaged food company, in the United States and Taiwan. Mr. Tsao received a B.S. in Civil Engineering from Cheng Kung University in Taiwan, an M.S. in Sanitary Engineering from Colorado State University, and a Ph.D. in Food and Chemical Engineering from Colorado State University.

Yichen Zhang has served as a director since May 2002. Since 2003, Mr. Zhang has been the Chief Executive Officer of CITIC Capital Holdings Limited (“CCHL,” formerly known as CITIC Capital Markets Holdings Ltd.), a China-focused investment management and advisory firm. Prior to founding CITIC Capital, Mr. Zhang was an Executive Director of CITIC Pacific and President of CITIC Pacific Communications. He was previously a Managing Director at Merrill Lynch responsible for Debt Capital Market activities for the Greater China region. Mr. Zhang began his career at Greenwich Capital Markets in 1987 and became Bank of Tokyo’s Head of Proprietary Trading in New York in the early 1990s. Mr. Zhang returned to China in the mid 1990s and advised the Chinese Ministry of Finance and other Chinese agencies on the development of the domestic government bond market. Mr. Zhang is a graduate of Massachusetts Institute of Technology.

Song-Yi Zhang has served as a director since April 2004. Mr. Zhang currently serves as the Chairman of Mandra Capital. In addition, he has been an Advisory Director of Morgan Stanley based in Hong Kong since December 2000. From November 1997 to November 2000, Mr. Zhang was a Managing Director of Morgan Stanley and served separately as a Managing Director in its Asia Mergers, Acquisitions, Restructuring and Divestiture Group and Co-head of its Asia Utilities/ Infrastructure Group. Mr. Zhang is currently a director of Hong Kong

Energy, an alternative energy and software development company, Lumena Resource Corp., a thenardite products producer, and China Longyuan Power Group Corporation Limited, a wind power generation company. Mr. Zhang holds a J.D. degree from Yale Law School.

Hurst Lin has served as a director since January 2006. Mr. Lin co-founded and served as the Vice President of Business Development of Sinanet.com from May 1995 until we acquired it in March 1999. From March 1999 to April 2002, Mr. Lin served as our Vice President of Business Development. Mr. Lin served as our General Manager of U.S. Operations from September 1999 until February 2003 and Executive Vice President of Global Business Development from April 2002 to June 2003. He served as our Chief Operating Officer from June 2003 to July 2004 and from September 2005 to March 2006 and as our Co-Chief Operating Officer from July 2004 to September 2005. Mr. Lin has been a general partner of Doll Capital Management since April 2006. He is currently a director of several private companies. Mr. Lin holds an M.B.A. from Stanford University and a B.A. in Engineering from Dartmouth College.

There are no family relationships among any of the directors or executive officers of SINA Corporation. Our Board of Directors has determined that the following directors, representing a majority of our directors, are “independent” as defined under Nasdaq Marketplace Rule 5605(a)(2): Yan Wang, Pehong Chen, Lip-Bu Tan, Ter Fung Tsao, Yichen Zhang, Song-Yi Zhang and Hurst Lin. We intend to maintain a majority of directors on the board that are independent.

B. Amounts of Compensation Paid and Benefits Granted

Compensation

In 2009, we paid an aggregate of approximately \$1.2 million in cash compensation to our executive officers and non-employee directors as a group. Each non-employee director receives an annual cash retainer of \$20,000, the Chair of the Audit Committee receives an additional annual cash retainer of \$5,000 and the Chair of the Compensation Committee receives an additional annual cash retainer of \$3,000. Currently, our employee directors are not entitled to any other cash compensation in addition to their employment compensation for serving on the Company’s Board of Directors.

In 2009, we granted an aggregate of 707,000 restricted share units subject to service-based vesting to our executive officers and non-employee directors as a group. Each non-employee director is granted 6,000 restricted share units subject to service-based vesting as of each annual general meeting. Our executive officers and non-employee directors are not required to pay any consideration to the Company at the time of grant of a restricted share unit. The restricted share units are settled upon the achievement by our executive officers of the service-based vesting conditions prescribed by our Board of Directors. Restricted share units that do not vest as prescribed will be forfeited.

See Note 12 to Consolidated Financial Statements for further discussion on stock-based compensation.

Share Incentive Plans

Our board of directors and shareholders approved the issuance of up to 5,000,000 ordinary shares upon exercise of awards granted under the 2007 Share Incentive Plan (the “2007 Plan”). The 2007 Plan permits the granting of share options, share appreciation rights, restricted share units and restricted shares. The 2007 Plan has a five-year term with a fixed number of shares authorized for issuance. The maximum number of ordinary shares that may be granted subject to awards under the 2007 Plan during any given fiscal year will be limited to 3% of the total outstanding shares of the Company as of the end of the immediately preceding fiscal year, plus any shares remaining available under the share pool for the immediately preceding fiscal year. Share options and share appreciation rights must be granted with an exercise price of at least 100% of the fair market value on the date of grant.

Concurrently with the adoption of the 2007 Plan, all remaining shares available for grant under the Company’s existing 1999 Stock Plan, 1999 Executive Stock Option Plan and 1999 Directors’ Stock Option Plan were forfeited. For a brief description of the Company’s 1999 Stock Plan, 1999 Executive Stock Option Plan and 1999 Directors’ Stock Option Plan, see Note 12 to the Consolidated Financial Statements.

[Table of Contents](#)

As of April 26, 2010, options and restricted share units for 1,361,960 ordinary shares are outstanding under the 2007 Plan, and options to purchase 990,648 ordinary shares are outstanding under the Company's existing 1999 Stock Plan, 1999 Executive Stock Option Plan and 1999 Directors' Stock Option Plan.

The following table summarizes, as of April 26, 2010, the outstanding options and restricted share units that the Company granted to our directors, executive officers and other optionees in the aggregate:

Name	Ordinary Shares Underlying Outstanding Options and Restricted Share Units		Exercise Price (US\$/Share)	Grant Date	Expiration Date
Chao, Charles	*	\$ 3.13	January 8, 2001	January 8, 2011	
	*	\$ 1.50	March 29, 2001	March 29, 2011	
	*(1)	—	November 16, 2007	—	
	*(1)	—	January 12, 2009	—	
Yu, Herman	*	\$ 20.86	September 7, 2004	September 7, 2014	
	*	\$ 24.73	June 7, 2006	June 7, 2012	
	*(1)	—	November 16, 2007	—	
	*(1)	—	January 12, 2009	—	
Du Hong	*	\$ 24.73	June 7, 2006	June 7, 2012	
	*(1)	—	November 16, 2007	—	
	*(1)	—	January 12, 2009	—	
	*(1)	—	—	—	
Chen Tong	*	\$ 24.73	June 7, 2006	June 7, 2012	
	*(1)	—	November 16, 2007	—	
	*(1)	—	January 12, 2009	—	
	*(1)	—	—	—	
Chen, Pehong	*	\$ 33.68	September 26, 2003	September 26, 2013	
	*	\$ 36.40	June 28, 2004	June 28, 2014	
	*	\$ 24.39	June 23, 2006	June 23, 2016	
	*	\$ 49.95	December 6, 2007	December 6, 2013	
	*	\$ 40.59	September 8, 2008	September 8, 2014	
	*(1)	—	December 7, 2009	—	
Tan, Lip-Bu	*	\$ 1.32	November 27, 2001	November 27, 2011	
	*	\$ 33.68	September 26, 2003	September 26, 2013	
	*	\$ 36.40	June 28, 2004	June 28, 2014	
	*	\$ 26.37	September 27, 2005	September 27, 2015	
	*	\$ 49.95	December 6, 2007	December 6, 2013	
	*	\$ 40.59	September 8, 2008	September 8, 2014	
	*(1)	—	December 7, 2009	—	
	*(1)	—	—	—	
Tsao, Ter Fung	*	\$ 33.68	September 26, 2003	September 26, 2013	
	*	\$ 36.40	June 28, 2004	June 28, 2014	
	*	\$ 26.37	September 27, 2005	September 27, 2015	
	*	\$ 24.39	June 23, 2006	June 23, 2016	
	*	\$ 49.95	December 6, 2007	December 6, 2013	
	*	\$ 40.59	September 8, 2008	September 8, 2014	
	*(1)	—	December 7, 2009	—	
	*(1)	—	December 7, 2009	—	
Hurst Lin	*(1)	—	December 7, 2009	—	
Zhang, Song-Yi	*	\$ 30.35	April 28, 2004	April 28, 2014	
	*	\$ 26.37	September 27, 2005	September 27, 2015	
	*	\$ 24.39	June 23, 2006	June 23, 2016	
	*	\$ 49.95	December 6, 2007	December 6, 2013	
	*	\$ 40.59	September 8, 2008	September 8, 2014	
	*(1)	—	December 7, 2009	—	
Zhang, Yi-Chen	*	\$ 33.68	September 26, 2003	September 26, 2013	
	*	\$ 36.40	June 28, 2004	June 28, 2014	
	*	\$ 26.37	September 27, 2005	September 27, 2015	
	*	\$ 24.39	June 23, 2006	June 23, 2016	
	*	\$ 49.95	December 6, 2007	December 6, 2013	
	*	\$ 40.59	September 8, 2008	September 8, 2014	
	*(1)	—	December 7, 2009	—	
	*(1)	—	December 7, 2009	—	

Name	Ordinary Shares Underlying Outstanding Options and Restricted Share Units	Exercise Price (US\$/Share)	Grant Date	Expiration Date
Wang, Yan	* *(1)	\$ 24.23 —	July 27, 2004 December 7, 2009	July 27, 2014 —
Other employees	887,564	From \$1.50 to \$33.29	From October 30, 2000 to March 20, 2008 From March 30, 2009 to October 30, 2009	From October 30, 2010 to September 7, 2014
Total	2,352,608 *(1)	—		—

* Less than one percent of the outstanding ordinary shares.

(1) Restricted share units.

The options granted to our executive officers generally have a term of 6 years, but are subject to earlier termination in connection with termination of continuous service to the Company. Generally, optionees may pay the exercise price via a cashless exercise procedure. Except for the options granted to Charles Chao, options granted to our executive officers vest over a four-year vesting period with 12.5% of the shares covered by the options vesting on the 6-month anniversary of the date of the grant and the remaining shares vesting ratably on a monthly basis over the remaining vesting period of the options. The options granted to Charles Chao vest over a three-year vesting period with 1/6th of the shares covered by the option vesting on the 6-month anniversary of the date of the grant and the remaining shares vesting ratably on a monthly basis over the remaining vesting period of the options. The restricted share units subject to service-based vesting that were granted to our executive officers and non-employee directors generally vest over a three to four-year period on a straight-line basis on each 6-month anniversary date.

Change in Control and Severance Agreements

Certain of our executive officers are entitled to receive cash payments and other benefits upon the occurrence of termination of employment or a change in control of the Company when certain conditions are satisfied. See “*Board Practices — Potential Payments upon Termination or Change in Control*” below.

C. Board Practices

Terms of Directors and Executive Officers

Our Amended and Restated Articles of Association currently authorize a Board of not less than two directors and the classification of the Board into three classes serving staggered terms. At each annual general meeting, the terms of one class of directors will expire. The directors whose terms expire each year will be those who have been in office the longest since their last election. A director whose term is expiring will remain in office until the close of the meeting at which his or her term expires, and will be eligible for re-election at that meeting. Our Amended and Restated Articles of Association also provide that any newly appointed director shall hold office only until the next annual general meeting at which time such director shall be eligible for re-election by the shareholders.

We currently have eight members of the Board of Directors. All members of the Board, except for the CEO, serve a three-year term. The Board has designated our CEO as the managing director of the Company and, as such, has a permanent seat on the Board in accordance with our Amended and Restated Articles of Association. Assuming that the size of our board remains between 7 and 9 members, the Class I directors whose term will expire at our 2012 annual general meeting are Yan Wang and Song-Yi Zhang, the Class II directors whose terms will expire at our 2010 annual general meeting are Hurst Lin and Ter Fung Tsao and the Class III directors whose terms will expire at our 2011 annual general meeting are Pehong Chen, Lip-Bu Tan and Yichen Zhang. For the period during which each director has served on the Board, please refer to “*Item 6.A. Directors and Senior Management.*”

Our officers are elected by and serve at the discretion of the board of directors. Our Employment Agreement with our CEO, Charles Chao, dated July 31, 2009, has a term of three years and may be extended for an additional one-year period after the end of the original term. Our Employment Agreements with each of our other officers, Herman Yu, CFO and Hong Du, COO, and with Tong Chen, Executive Vice President & Chief Editor, all dated

November 16, 2007, have a term of three years and may be extended for an additional one-year period after the end of the original term. For the period during which each officer has served in the office, please refer to “*Item 6.A. Directors and Senior Management.*”

Board Committees

Our Audit Committee consists of Lip-Bu Tan, Ter Fung Tsao and Song-Yi Zhang. All members of the Audit Committee are independent directors under the standards set forth in Nasdaq Marketplace Rules 5605(c)(2)(A)(i) and (ii) and each of them is able to read and understand fundamental financial statements. In addition, the Board has determined that Lip-Bu Tan qualifies as an “audit committee financial expert” as defined in the instructions to Item 16A of the Form 20-F and has designated Lip-Bu Tan to serve as the audit committee financial expert for the Company. Lip-Bu Tan is “independent” under the standards set forth in Nasdaq Marketplace Rules 5605(c)(2)(A)(i) and (ii). Our Audit Committee is responsible for, among other things:

Independent accountant

1. Appoint the independent accountant for ratification by the stockholders and approve the compensation of and oversee the independent accountant.
2. Confirm that the proposed audit engagement team for the independent accountant complies with the applicable auditor rotation rules.
3. Ensure the receipt of, and review, a written statement from the Company’s independent accountant delineating all relationships between the accountants and the Company, consistent with Independence Standards Board Standard 1.
4. Review with the Company’s independent accountant any disclosed relationship or service that may impact the objectivity and independence of the accountant.
5. Pre-approve all audit services and permitted non-audit services to be provided by the independent accountant as required by the Securities Exchange Act of 1934, as amended (the “Exchange Act”).
6. Review the plan for and the scope of the audit and related services at least annually.

Financial Reporting

7. Review and discuss with finance management the Company’s earnings press releases as well as earnings guidance provided to analysts.
8. Review the annual reports of the Company with finance management and the independent accountant prior to filing of the reports with the SEC.
9. Review with finance management and the independent accountant at the completion of the annual audit:
 - a. The Company’s annual financial statements and related footnotes;
 - b. The independent accountant’s audit of the financial statements;
 - c. Any significant changes required in the independent accountant’s audit plan;
 - d. Any serious difficulties or disputes with management encountered by the independent accountant during the course of the audit; and
 - e. Other matters related to the conduct of the audit which are to be communicated to the Committee under generally accepted auditing standards.

Related Party and Relationship Disclosure

10. Ensure the receipt of, and review, a report from the independent accountant required by Section 10A of the Exchange Act.

11. Oversee the Company's compliance with SEC requirements for disclosure of accountant's services and Audit Committee members and activities.

12. Review and approve all related party transactions other than compensation transactions.

Critical Accounting Policies & Principles and Key Transactions

13. Review with finance management and the independent accountant at least annually the Company's application of critical accounting policies and its consistency from period to period, and the compatibility of these accounting policies with generally accepted accounting principles, and (where appropriate) the Company's provisions for future occurrences which may have a material impact on the financial statements of the Company.

14. Oversee the Company's finance function, which may include the adoption from time to time of a policy with regard to the investment of the Company's assets.

15. Periodically discuss with the independent accountant, without Management being present, (i) their judgments about the quality, appropriateness, and acceptability of the Company's accounting principles and financial disclosure practices, as applied in its financial reporting, and (ii) the completeness and accuracy of the Company's financial statements.

16. Review and discuss with finance management all material off-balance sheet transactions, arrangements, obligations (including contingent obligations) and other relationships of the Company with unconsolidated entities or other persons, that may have a material current or future effect on financial condition, changes in financial condition, results of operations, liquidity, capital resources, capital reserves or significant components of revenues or expenses.

Internal Control and Related Matters

17. Oversee the adequacy of the Company's system of internal controls. Obtain from the independent accountant management letters or summaries on such internal controls. Review any related significant findings and recommendations of the independent accountant together with management's responses thereto.

18. Oversee the Company's Anti-Fraud and Whistleblower Program.

19. Perform annual self assessment on Audit Committee effectiveness.

In addition to the above responsibilities, the Audit Committee shall undertake such other duties as the Board delegates to it or that are required by applicable laws, rules and regulations.

Finally, the Audit Committee shall ensure that the Company's independent accountant understand both (i) their ultimate accountability to the Board and the Audit Committee, as representatives of the Company's stockholders and (ii) the Board's and the Audit Committee's ultimate authority and responsibility to select, evaluate and, where appropriate, replace the Company's independent accountant (or to nominate the outside accountant to be proposed for stockholder approval in any proxy statement).

Our Compensation Committee consists of Mr. Pehong Chen and Mr. Lip-Bu Tan. The members of the Compensation Committee are non-employee directors. Our Compensation Committee is responsible for establishing and monitoring the general compensation policies and compensation plans of the Company, as well as the specific compensation levels for executive officers. It also administers the granting of options to executive employees under the Company's share incentive plans.

Potential Payments upon Termination or Change in Control

We have entered into contracts with our executive officers (with Mr. Charles Chao, our Chief Executive Officer, also being a director of the Company), which provide for potential payments upon termination or change in control.

Terms of Potential Payments — Termination

We have entered into an employment agreement with our executive officers providing, among other things, that in the event that employment of such executive officer is terminated without cause or if a constructive termination occurs (either event, an “Involuntary Termination”), such executive officer shall be entitled to receive payment of severance benefits equal to his or her regular monthly salary for twelve months (or in the case of Mr. Chao, (i) eighteen months if the remaining term of his employment agreement (the “Remaining Term”) is more than or equal to eighteen months, (ii) the Remaining Term if the Remaining Term is less than eighteen months but more than twelve months, or (iii) twelve months if the Remaining Term is equal to or less than 12 months (the “Severance Period”)), provided that the executive officer executes a release agreement at the time of such termination. An amount equal to six months of such severance benefits shall be paid on the six-month anniversary of the termination date, and the remaining severance benefits shall be paid ratably over the following six-month period (or in the case of Mr. Chao, over the remaining Severance Period) in accordance with the Company’s standard payroll schedule. Additionally, upon an Involuntary Termination, such executive officer will be entitled to receive any bonus earned as of the date of such termination, which amount shall be paid on the six-month anniversary of such executive officer’s termination date. The Company will also reimburse such executive officer over the twelve months following termination (or in the case of Mr. Chao, over the Severance Period) for health insurance benefits with the same coverage provided to such executive officer prior to his or her termination, provided that reimbursement for the first six months shall be paid on the six-month anniversary of such executive officer’s termination date and reimbursement for any remaining health insurance benefits shall be paid on the first day of each month during which such executive officer receives such health insurance benefits. Any unvested share options or shares of restricted stock held by such executive officer as of the date of his or her Involuntary Termination will vest as to that number of shares that such executive officer would have vested over the twelve-month period following his or her termination (or in the case of Mr. Chao, during the Severance Period) if he or she had continued employment with the Company through such period, and such executive officer shall be entitled to exercise any such share options through the date that is the later of (x) the 15th day of the third month following the date the share options would otherwise expire, or (y) the end of the calendar year in which the share options would otherwise expire. Such executive officer is not eligible for any severance benefits if his employment is terminated voluntarily or if he or she is terminated for cause.

In the event that an executive officer voluntarily elects to terminate his or her employment, he or she will receive payment(s) for all salary and unpaid vacation accrued as of the date of his termination of employment and his or her benefits will be continued in accordance with our then-existing benefits plans and policies in effect on the date of termination and in accordance with applicable law. In the event that an executive officer’s employment is terminated for cause, then he or she shall not be entitled to receive payment of any severance benefits, but he will receive payment(s) for all salary and unpaid vacation accrued as of the date of such termination and his or her benefits will be continued in accordance with our then-existing benefits plans and policies in effect on the date of termination and in accordance with applicable law.

In the event that an executive officer’s employment with the Company terminates as a result of his or her death or disability, such executive officer’s estate or representative will receive the amount of such executive officer’s target bonus for the fiscal year in which the death or disability occurs to the extent that the bonus has been earned as of the date of such death or disability, as determined by the Board of Directors or the Compensation Committee based on the specific corporate and individual performance targets established for such fiscal year. In addition, the change in control agreement between the Company and the executive officers, as further described below under “Terms of Potential Payments — Change in Control,” provides that if the termination is by reason of death or disability, such executive officer will be entitled to continued payment of his or her full base salary at the rate then in effect on the date of termination for a period of one year from the date of termination.

Terms of Potential Payments — Change in Control

In addition to the employment agreements described above, the Company has also entered into a change in control agreement with its executives. Under the change in control agreements, in general, a change in control shall be deemed to occur if (i) any person or entity acquires fifty percent or more of the combined voting power of the Company’s outstanding securities, (ii) during any period of two consecutive years there is an unwelcome change in

a majority of the members of our board of directors, (iii) we merge or consolidate with another organization (other than a merger where our shareholders continue to own more than fifty percent of the combined voting power and with the power to elect at least a majority of the board of directors), (iv) our shareholders approve a complete liquidation or an agreement for the sale or disposition of all or substantially all of the Company's assets or (v) there occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act.

The change in control agreement provides for certain severance benefits in the event of a change in control as well as in the event of an involuntary termination after a change in control. Upon a change in control in which the successor corporation does not assume outstanding options, all such options shall become fully vested and exercisable. In addition, if an executive officer's employment with the Company terminates without cause or if he or she resigns for good reason (as such terms are defined in the change in control agreements) within 24 months following a change in control, such executive officer will receive a pro-rata amount of the full value of any targeted annual bonus for the year in which he terminates, the greater of 100% of his or her annual base salary and 100% of his or her targeted annual bonus for the year in which he or she terminates, reimbursement in full of the applicable insurance premiums for him or her and his or her eligible dependents for the first eighteen months that he or she and his or her dependents are eligible for health insurance coverage if a continuance of health insurance benefits are elected, continued D&O insurance coverage for six years after his or her termination, an acceleration of all stock awards that are unvested as of his or her termination date and a tax gross up for any excise tax imposed by Internal Revenue Code Section 4999. The change in control agreement also provides for a payment of an amount equal to the full value of the excise tax imposed by Section 4999 of the Internal Revenue Code should the executive officer be subject to the excise tax on golden parachute payments under the Internal Revenue Code.

Except as set forth in *Item 6.B. Amounts of Compensation Paid and Benefits Granted*, we have no service contracts with any of our directors that provide benefits to them upon termination.

D. Employees

As of December 31, 2009, we had approximately 2,500 full-time employees, approximately 2,420 of whom are employed in the PRC with the remaining employed in the United States, Hong Kong and Taiwan. From time to time we employ independent contractors to support our production, engineering, marketing and sales departments. The number of independent contractors employed during 2009 was not significant. Our Chinese employees are members of a labor association that represents employees with respect to labor disputes and other employee matters. To date, we have not experienced a work stoppage or a labor dispute that has interfered with our operations.

E. Share Ownership

The following table sets forth certain information that has been provided to the Company with respect to the beneficial ownership of our ordinary shares as of April 26, 2010 by:

- each shareholder known to us to own beneficially more than 5% of the ordinary shares;
- each director;
- each of our executive officers listed in "Directors and Senior Management" above; and
- all of our current directors and executive officers as a group.

Percentage of beneficial ownership is based on 60,941,741 ordinary shares outstanding as of April 26, 2010 together with options that are exercisable within 60 days from April 26, 2010 and shares issuable upon vesting of restricted share units within 60 days from April 26, 2010 for each shareholder. Beneficial ownership is determined in accordance with the rules of the SEC.

[Table of Contents](#)

Name and Address of Beneficial Owners	Number of Shares Beneficially Owned	Percent of Shares Beneficially Owned(1)
Major Shareholders		
New-Wave Investment Holding Company	5,608,612	9.20%
Orbis Investment Management Ltd.(2) 34 Bermudiana Road, Hamilton HM 11, Bermuda	5,289,523	8.68%
FMR LLC(3) 82 Devonshire Street Boston, Massachusetts, 02109	5,376,377	8.82%
Baillie Gifford & Co(4) Calton Square, 1 Greenside Row Edinburgh EH1 3AN Scotland, United Kingdom	4,948,600	8.12%
T.Rowe Price Associates, INC(5) 100 E. Pratt Street, Baltimore, Maryland 21202	4,811,300	7.89%
Directors and Executive Officers		
Lip-Bu Tan(6) c/o Walden International One California Street, 28th Floor San Francisco, CA 94111	*	*
Ter Fung Tsao(7) c/o Helen Hsiao, 8F, Suite 801 136, Jean-Ai Road, SEC. 3 Taipei, Taiwan	*	*
Hurst Lin(8)	*	*
Pehong Chen(9) 333 Distel Circle Los Altos, CA 94022	*	*
Yan Wang(10)	*	*
Yichen Zhang (11) CITIC 26/F CITIC Tower 1 Tim Mei Avenue, Central Hong Kong	*	*
Song-Yi Zhang (12) c/o Morgan Stanley 27/F, Three Exchange Square, Central Hong Kong	*	*
Charles Chao(13)	5,711,833	9.36%
Herman Yu(14)	*	*
Hong Du(15)	*	*
Tong Chen(16)	*	*
All directors and executive officers as a group (11 persons)(17)	6,317,705	10.25%

* Less than one percent of the outstanding ordinary shares.

(1) For each named person, the percentage ownership includes ordinary shares which the person has the right to acquire within 60 days after April 26, 2010. However, such shares shall not be deemed outstanding with respect to the calculation of ownership percentage for any other person. Beneficial ownership calculations for

[Table of Contents](#)

5% shareholders are based solely on publicly-filed Schedule 13D's or 13G's, which 5% shareholders are required to file with the SEC.

- (2) Beneficial ownership calculation is based solely on a review of a Schedule 13G/A filing made with the SEC on February 12, 2010.
- (3) Beneficial ownership calculation is based solely on a review of a Schedule 13G filing made with the SEC on February 16, 2010.
- (4) Beneficial ownership calculation is based solely on a review of a Schedule 13G filings made with the SEC on February 8, 2010.
- (5) Beneficial ownership calculation is based solely on a review of a Schedule 13G/A filing made with the SEC on February 19, 2010.
- (6) Includes 3,000 shares held by a trust for which Mr. Tan and his wife serve as trustees and 74,000 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 660 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (7) Includes 10,000 shares held by Mr. Tsao and 71,000 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 660 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (8) Includes 20,972 shares held by Mr. Lin as of April 26, 2010 and 660 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (9) Includes 6,882 shares held by a trust controlled by Mr. Chen and 56,000 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 660 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (10) Includes 100,000 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 660 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (11) Includes 71,000 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 660 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (12) Includes 78,500 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 660 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (13) Includes 5,608,612 shares owned by New-Wave Investment Company, 36,971 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 66,250 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010. Mr. Chao is the sole director and executive officer of New-Wave Investment Company. Mr. Chao may be deemed to have shared voting and investment power over the shares held by New-Wave. Mr. Chao disclaims beneficial ownership of such shares, except to the extent of his pecuniary interest therein.
- (14) Includes 41,980 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 17,292 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (15) Includes 8,750 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 19,167 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (16) Includes 14,584 shares issuable upon exercise of options exercisable within 60 days from April 26, 2010 and 8,125 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.
- (17) Includes 5,608,612 shares owned by New-Wave Investment Company, which Charles Chao may be deemed to have shared voting and investment power, 40,854 shares held by all directors and officers as a group and 552,785 shares issuable upon exercise of options within 60 days from April 26, 2010 and 115,454 shares issuable upon vesting of restricted share units within 60 days from April 26, 2010.

Except as otherwise indicated, the address of each person listed in the table is SINA Corporation, 20/F Beijing Ideal International Plaza, No. 58 Northwest 4th Ring Road, Haidian District, Beijing 100080, People's Republic of China, Attention: Corporate Secretary. The persons named in the table have sole voting and investment power with respect to all ordinary shares shown as beneficially owned by them, subject to community property laws where applicable.

For information regarding the options held by our directors and executive officers as well as the arrangements involving the employees in the capital of the Company, see “*Item 6.B. Compensation — Share Incentive Plans.*”

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

For information regarding major shareholders, please refer to “*Item 6.E. Directors, Senior Management and Employees — Share Ownership.*”

Our major shareholders do not have voting rights that are different from other shareholders.

As of April 26, 2010, approximately 55,289,606 ordinary shares, or 90.7% of our total outstanding ordinary shares, were held by 58 record shareholders in the United States, including approximately 90.6% held by Cede & Co. The number of beneficial owners of our ordinary shares in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States. We are not directly or indirectly controlled by another corporation, any foreign government or any other natural or legal person. We are not aware of any arrangement that may, at a subsequent date, result in a change in control of our company.

B. Related Party Transactions

Except for the transactions disclosed below in this Item 7B and Note 7 of our Notes to Consolidated Financial Statements, since the beginning of 2009, there has not been, nor is there currently proposed, any transaction or series of similar transactions to which we were or are a party in which any director, executive officer or beneficial holder of more than 10% of any class of our voting securities or such person’s immediate family members or controlled enterprises had or will have a direct or indirect material interest other than as described below and elsewhere in Part I hereof. It is our policy that future transactions between us and any of our directors, executive officers or related parties will be subject to the review and approval of our Audit Committee or other committee comprised of independent, disinterested directors.

Our Code of Ethics states that a conflict of interest may exist whenever a relationship of an employee, officer or director, or one of their family members, is inconsistent with the Company’s best interests or could cause a conflict with job responsibilities. Under our Code of Ethics, if our employees, officers and directors have any question regarding whether a conflict of interest exists, they are required to consult with their immediate supervisor or the Compliance Officer of the Company. If they become aware of a conflict or potential conflict, they are required to bring it to the attention of their immediate supervisor or the Compliance Officer.

Our Insider Trading Policy applicable to all employees, officers and directors and their family members prohibits trading based on material, non-public information regarding the Company or disclosure of such information for trading in the Company’s securities.

Potential criminal and civil liability and disciplinary actions for insider trading are set forth in our Insider Trading Policy. Our Chief Financial Officer serves as the Company’s Insider Trading Compliance Officer for the implementation of our Insider Trading Policy. Our Insider Trading Policy is delivered to all new employees and consultants upon the commencement of their relationships with the Company and is circulated to all personnel at least annually.

Private Placement

In September 2009, the Company entered into a definitive agreement for a private equity placement of its ordinary shares with New-Wave Investment Holding Company Limited (“New-Wave”), a British Virgin Islands company established and controlled by Charles Chao, the Company’s Chief Executive Officer, and other members of the Company’s management. Investors in New-Wave include certain key managers of the Company and funds managed by CITIC Capital, whose Chief Executive Officer, Yichen Zhang, is a director of the Company. In November 2009, 5,608,612 ordinary shares were issued to New-Wave for the aggregate consideration of \$180 million. This transaction resulted in a \$10.7 million of stock-based compensation expense, which reflects mostly the appreciation in fair value of the financed shares issued to management between the agreement date with

New-Wave in September 2009, when the price was set, and the closing of the private equity financing two months later, which is determined as the measurement date for accounting purposes.

Commercial Contracts

In April 2007, one of the Company's subsidiaries entered into an agreement with Broadvision Inc. ("Broadvision"). Mr. Pehong Chen, a director of SINA, is a significant stockholder of Broadvision and serves as its Chairman, Chief Executive Officer and President. Under the agreement, Broadvision provides HR information management hosting service, including software subscription and system upgrade, feature enhancement and technical support, to the Company's operations in China for an annual subscription fee of RMB 500,000 or approximately \$66,000. Broadvision also charges an initial system implementation fee of RMB 500,000. SINA has an option to buy out the software license from Broadvision on a non-exclusive basis by paying a lump-sum amount (RMB 2,000,000, RMB 1,500,000, or RMB 1,000,000 for buy-out in 2008, 2009 or 2010 or later, respectively) plus a 22% of the buy-out amount for maintenance services.

Control Agreements

PRC law currently limits foreign equity ownership of companies that provide certain Internet and MVAS related businesses. To comply with these PRC regulations, we operate our websites and provide certain online services in China through a series of contractual arrangements with our VIEs, which are PRC domestic companies, and their shareholders. Such contractual arrangements are as follows:

- Our subsidiary STC agreed to provide Yan Wang, our former Chief Executive Officer and current Chairman of the Board, an interest-free loan of RMB 300,000 for purposes of providing capital to Beijing SINA Internet Information Services Co., Ltd. and RMB 300,000 for purposes of providing capital to Guangdong SINA Internet Information Service Co., Ltd. The entire principal amount of each of these loans is currently outstanding. Each of these loans was extended as replacement for loans previously extended to Mr. Wang by BSIT in the same principal amounts disclosed above and on the same terms as described below, except where noted, which loans were replaced by the STC loans due to the Company dissolving BSIT in 2008.
- STC also agreed to provide Tong Chen, our Executive Vice President and Chief Editor, interest-free loans totaling RMB300,000 for purposes of providing capital to Guangdong SINA Internet Information Service Co., Ltd. In addition, STC has agreed to provide Tong Chen interest-free loans totaling RMB 4,500,000 for purposes of providing capital to Beijing SINA Internet Information Service Co., Ltd. and an interest-free loan of RMB 200,000 for purposes of providing capital to Beijing SINA Infinity Advertising Co., Ltd. The entire principal amount of each of these loans is currently outstanding. Each of these loans was extended as replacement for loans previously extended to Mr. Chen by BSIT in the same principal amounts disclosed above and on the same terms as described below, except where noted, which loans were replaced by the STC loans due to the Company dissolving BSIT in 2008.
- STC agreed to provide Hong Du, our Chief Operating Officer, an interest-free loan of RMB 5,350,000 for purposes of providing capital to Beijing SINA Internet Information Service Co., Ltd. The entire principal amount of the loan is currently outstanding. The loan was extended as replacement for the loan previously extended to Ms. Du by BSIT in the same principal amount as disclosed above and on the same terms as described below, except where noted, which loans were replaced by the STC loans due to the Company dissolving BSIT in 2008.
- The aforementioned capital investments in the VIEs are funded by SINA and recorded as interest-free loans to the PRC officers and employees. Such interest-free loans are extended solely for subscription of the shares of the VIEs, and the transfer of ownership of the shares in the VIEs, as directed by SINA, is the requisite form of repayment of such interest-free loans. These are not personal loans. Under various contractual agreements, employee shareholders of the VIEs are required to transfer their ownership in these entities to our subsidiaries in China when permitted by PRC laws and regulations or to our designees at any time, and all shareholders of the VIEs are obligated to waive their right of first refusal or any other rights that are restrictive on such requested transfer. In addition, our employee shareholders of the VIEs have pledged their shares in the VIEs (and all rights relating thereto) as collateral for non-payment of (i) the interest-free loans

and (ii) fees on technical and other services due to us. Except as set forth above, employee shareholders of the VIEs are not otherwise permitted to transfer, pledge or otherwise encumber their ownership of VIEs without STC's written approval. All voting rights with respect to the shares of the VIEs are assigned to us. We have the power to appoint all directors and senior management personnel of the VIEs. Through our wholly-owned subsidiaries in China, we have also entered into exclusive technical agreements and other service agreements with the VIEs, under which these subsidiaries provide technical services and other services to the VIEs in exchange for substantially all net income of the VIEs. In addition to the terms described above which were also applicable to the BSIT loans, STC has entered into a letter agreement with the PRC officers and employees that provides for (i) the cancellation of such officers' and employees' obligations under the contractual agreements upon the transfer or acquisition of shares held by such officers and employees and (ii) the indemnification of such officers and employees for any liability incurred in the course of discharging such officers' and employees' obligations under any of the contractual agreements.

Employment and Compensation Agreements

We have entered into employment and compensation arrangements with our directors and executive officers as described in "Item 6. Directors, Senior Management and Employees" above.

Indemnification Agreements

We have entered into indemnification agreements with our officers Charles Chao and Herman Yu and directors Yan Wang, Pehong Chen, Lip-Bu Tan, Ter Fung Tsao, Yichen Zhang, Song-Yi Zhang and Hurst Lin containing provisions which may require us, among other things, to indemnify our officers and directors against certain liabilities that may arise by reason of their status or service as officers or directors, other than liabilities arising from willful misconduct of a culpable nature, and to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Registration Rights Agreements

Some of our shareholders are entitled to have their shares registered by us for resale.

Transactions and Agreements with CRIC

On January 1, 2008, we started to reorganize our real estate and home furnishing channels and online real estate advertising business into a separate unit with its own legal entities, management team, advertising operations, systems and physical facilities. The reorganization was completed on April 1, 2008 with the formation of a joint venture, COHT, between us and CRIC. We contributed \$2.5 million in cash, certain assets and liabilities and the rights to operate its real estate and home furnishing channels for a period of ten years. The rights include the licenses granted to COHT to use SINA's trademark, domain name, portal technologies and certain software. CRIC contributed \$2.5 million in cash and a ten-year license to use the database in the CRIC system. We and CRIC beneficially owned 66% and 34% of COHT, respectively.

On July 23, 2009, we and CRIC entered into a share purchase agreement, as amended on September 29, 2009, pursuant to which CRIC acquired our 66% equity interest in COHT in exchange for CRIC issuing its ordinary shares to us. We and CRIC also entered into a shareholders agreement and a registration rights agreement on October 21, 2009. We and COHT entered into an amended and restated advertising agency agreement, a domain name and content license agreement, a trademark license agreement and a software license and support services agreement, which became effective immediately upon the closing of CRIC's acquisition of our equity interests in COHT. Immediately after CRIC's initial public offering in October 2009, COHT became a wholly-owned subsidiary of CRIC, while E-House and we became CRIC's two largest shareholders, holding 50.04% and 33.35%, respectively, of CRIC's total outstanding ordinary shares.

Under the new advertising agency agreement, COHT continues to operate our existing real estate and home furnishing channels and develop a new real estate-related channel on sina.com.cn, and has the exclusive right to sell advertising to real estate, home furnishing and construction materials advertisers on our non-real estate channels, subject to certain limitations on the amount of advertising that may be sold by COHT and fees payable by COHT to

us based on the amount of advertising sold. If COHT sells advertising on our non-real estate channels, it will pay us fees of approximately 15% of the revenues generated from these sales. For the year ended December 31, 2009, CRIC paid us a total amount of \$0.9 million for online advertising agency fee. As of December 31, 2009, \$6.1 million was due from CRIC, representing online advertising agency fee payable to us.

Shareholders Agreement

Composition of the board. The shareholders agreement provides that CRIC's board of directors shall consist of a maximum of eleven members, of which two will be designated by E-House and two will be designated by us. In the event that we or E-House no longer owns at least 20%, but still owns at least 10%, of CRIC's issued and outstanding ordinary shares, we or E-House, as the case may be, will have the right to designate only one director to CRIC's board of directors. In the event that we or E-House no longer owns at least 10% of CRIC's issued and outstanding ordinary shares, we or E-House, as the case may be, shall have no right to nominate any director to the board. As long as E-House owns at least 10% of CRIC's issued and outstanding ordinary shares and holds more ordinary shares than are held by us, E-House may, in its discretion, select an E-House director to serve as the chairman of the board.

Restrictions on transfer. The shareholders agreement provides for certain restrictions on the transfer of CRIC's ordinary shares. For a 180-day lock up period commencing on the date of the agreement, neither E-House nor we shall transfer or grant or allow to be encumbered any lien with respect to any of CRIC's ordinary shares held each party, except for a transfer to each party's respective affiliates or with prior written consent by all other shareholders under the shareholders agreement. Following the lock up period, E-House or we may transfer CRIC's ordinary shares pursuant to Rule 144 of the Exchange Act or a firm commitment underwritten public offering registered under the Securities Act of 1933, as amended (the "Securities Act"), in addition to the two types of transfers permitted in the lock up period. Other than these permitted transfers, E-House or we must give a right of first offer to each other shareholder under the agreement prior to transferring CRIC's ordinary shares to third parties. However, neither party is allowed to, without the prior written consent of the other party, transfer or grant or allow to be encumbered that number of CRIC's ordinary shares exceeding in aggregate 10% of CRIC's share capital in a single transaction or series of transactions to any person other than a financial investor, so long as the other party owns at least 20% of CRIC's issued and outstanding ordinary shares.

Registration Rights Agreement

CRIC entered into a registration rights agreement with us and E-House, pursuant to which CRIC has granted E-House and us certain registration rights with respect to CRIC's ordinary shares owned by E-House and us.

Demand registration rights. Following the date that is 180 days after the date of this agreement, both E-House and we have the right to demand that CRIC effect a registration covering the offer and sale of CRIC's ordinary shares held by E-House or us. E-House and we are each entitled to an aggregate of three such registrations. CRIC, however, is not required to prepare and file (1) more than one demand registration statements in any 12-month period, or (2) any demand registration statement within 180 days following the date of effectiveness of any other registration statement. If the demand registration relates to an underwritten public offering and the managing underwriter advises in its reasonable opinion that the number of securities requested to be included in the demand registration exceeds the largest number which reasonably can be sold in such offering without having a material adverse effect on such offering, CRIC will include in such demand registration, up to the maximum offering size, following the order of priority: (1) the registrable securities that the requesting party proposes to register; (2) the registrable securities that any non-requesting party proposes to register; and (3) any securities CRIC proposes to register and any securities with respect to which any other security holder has requested registration.

Piggyback registration rights. If CRIC proposes to file a registration statement for an offering of its ordinary shares, other than in a transaction of the type referred to in Rule 145 under the Securities Act or to our employees pursuant to any employee benefit plan, then CRIC must offer E-House and us an opportunity to include in the registration all or any part of E-House's and our registrable securities. If the piggyback registration relates to an underwritten public offering and the managing underwriter advises in its reasonable opinion that the number of securities requested to be included in the piggyback registration together with the securities being registered by

CRIC or any other security holder exceeds the largest number which reasonably can be sold in such offering without having a material adverse effect on such offering, then (1) if CRIC initiated the piggyback registration, CRIC will include in such registration the securities we propose to register first, and allocate the remaining part of the maximum offering size to all other selling security holders on a pro rata basis; (2) if any holder of our securities initiated the piggyback registration, CRIC will include, up to the maximum offering size, first the securities such initiating security holder proposes to register, then the securities of any other selling security holders on a pro rata basis, and lastly the securities CRIC proposes to register.

Blackout periods. CRIC is entitled to two blackout periods, aggregating to no more than 120 days in any 12-month period, during which CRIC can defer the filing or effectiveness of a registration statement, if in the good faith judgment of its board of directors, CRIC would be required to disclose in the annual report information not otherwise then required by law to be publicly disclosed, and there is a likelihood that such disclosure, or any other action to be taken in connection with the annual report, would materially and adversely affect or interfere with any significant financing, acquisition, merger, disposition of assets, corporate reorganization or other material transaction of negotiations involving CRIC.

Expenses of registration. CRIC will pay all expenses relating to any demand or piggyback registration, except that either E-House or we shall bear and pay all (1) brokerage commissions, (2) commissions, fees, discounts, transfer taxes, stamp duties or expenses of any underwriter or placement agent applicable to registrable securities offered for its account, (3) fees and expenses of its counsel or other advisers, and (4) other out-of-pocket expenses.

Amended and Restated Advertising Agency Agreement

Under the amended and restated advertising agency agreement, which became effective in October 2009 upon the completion of CRIC's acquisition of our online real estate business, COHT continues to operate SINA's existing real estate and home furnishing channels and will develop a new real estate-related channel on sina.com.cn, and has the exclusive right to sell to real estate, home furnishing and construction material advertisers on these three channels as well as SINA's other websites. If COHT sells advertising on SINA's websites other than these three channels, COHT is entitled to receive approximately 85% of the revenues generated from these sales. In addition, COHT authorizes SINA as its exclusive agent to sell non real estate advertising on its directly operated website and channels. COHT is also entitled to receive 85% of the revenues generated from these sales. The initial term of the amended and restated advertising agency agreement is ten years.

Domain Name and Content License Agreement

Under the domain name and content license agreement, which became effective upon CRIC's acquisition of our online real estate business, SINA grants to COHT an exclusive license to use its three domain names, i.e., *house.sina.com.cn*, *jiaju.sina.com.cn* and *construction.sina.com.cn*, in connection with COHT's real estate Internet operations in China. In addition, SINA also grants to COHT an exclusive license to use all content whose copyrights are owned by SINA or owned by a third party provider but is sub-licensable by SINA without requiring payment of any additional fees. For other operating content, COHT is required to enter into an agreement with the owner independently and is responsible for the costs associated with procuring the content. The licenses are for an initial term of ten years and free of any additional fees.

Trademark License Agreement

Under the trademark license agreement, which became effective upon the completion of CRIC's acquisition of our online real estate business, SINA grants to COHT a non-exclusive license to use three SINA trademarks and an exclusive license to use two SINA Leju trademarks in connection with COHT's real estate Internet operations in China through website located at *www.leju.com* and the channels located at *house.sina.com.cn*, *jiaju.sina.com.cn* and *construction.sina.com.cn*. The licenses are for an initial term of ten years and free of any additional fees.

Software License and Support Services Agreement

Under the software license and support services agreement, which became effective upon the completion of CRIC's acquisition of our online real estate business, SINA grants to COHT a non-exclusive license to use (i) SINA's proprietary software including those used for Internet content publishing, advertising publishing, sales management, procurement reimbursement, financial management, flow statistics and monitoring, (ii) current software products and interfaces necessary to facilitate COHT's use of the current software products, (iii) the databases and compilations, (iv) its improvement to the licensed software and (v) related documentation and hardware, in connection with COHT's real estate Internet operations in China. SINA will also provide to COHT infrastructure necessary to operate its websites and facilitate its use of the licensed software. In addition, SINA will also provide COHT support services, including routine maintenance, technical support and hardware support. The licenses are for an initial term of ten years and free of any additional fees. However, to the extent that there are any reasonable, incremental costs for use of the licensed software.

C. Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information**A. Consolidated Statements and Other Financial Information**

We have appended consolidated financial statements at the end of this annual report filed as part of this Annual Report on Form 20-F.

Legal Proceedings

As of December 31, 2009, there are no legal or arbitration proceedings that have had in the recent past, or to the Company's knowledge, may have, significant effects on the Company's financial position or profitability.

Dividend Policy

We have not declared nor paid any cash dividends on our ordinary shares in the past and have no plans to do so in the foreseeable future.

B. Significant Changes

None.

Item 9. The Offer and Listing**A. Listing Details**

Our ordinary shares have been quoted on the NASDAQ Global Select Market (formerly the NASDAQ National Market) system under the symbol "SINA" since April 13, 2000. The following table sets forth the high and low trading prices of our ordinary shares for (1) each year of the five most recent full financial years, (2) each of the four quarters of the two most recent full financial years and the subsequent period and (3) each of the most recent six months:

	Trading Price	
	High	Low
Annual Highs and Lows		
2005	\$ 34.25	\$ 20.18
2006	30.36	20.23
2007	59.27	29.16
2008	58.60	21.49
2009	47.95	17.89

	Trading Price	
	High	Low
Quarterly Highs and Lows		
First Quarter 2008	46.97	32.00
Second Quarter 2008	58.60	35.23
Third Quarter 2008	47.86	31.80
Fourth Quarter 2008	35.16	21.49
First Quarter 2009	25.85	17.89
Second Quarter 2009	33.97	22.71
Third Quarter 2009	38.70	26.86
Fourth Quarter 2009	47.95	36.25
First Quarter 2010	47.25	35.26
Monthly Highs and Lows		
November 2009	47.95	37.50
December 2009	47.09	42.62
January 2010	47.25	35.93
February 2010	38.50	35.26
March 2010	42.10	36.60
April 2010	40.58	35.25

B. Plan of Distribution

Not applicable.

C. Markets

Our ordinary shares have been quoted on the NASDAQ Global Select Market (formerly the NASDAQ National Market) system under the symbol "SINA" since April 13, 2000.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10. Additional Information**A. Share Capital**

Not applicable.

B. Memorandum and Articles of Association

We incorporate by reference into this Annual Report the description of our amended and restated memorandum and articles of association contained in the Company's registration statement on Form F-3, Registration No. 333-163990, filed on December 23, 2009.

C. Material Contracts

We have not entered into any material contracts for the two years immediately preceding the date of this Annual Report other than in the ordinary course of business and other than those described elsewhere in this Annual Report on Form 20-F.

D. Exchange Controls

See “Item 4. Information on the Company — B. Business Overview — Government Regulation and Legal Uncertainties — Classified Regulations — Foreign Exchange.” and “Item 3. Key Information — Risk Factors — Restrictions on paying dividends or making other payments to us bind our subsidiaries and VIEs in China.”

E. Taxation

The following summary of the material Cayman Islands and United States federal income tax consequences of an investment in our ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this annual report, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ordinary shares, such as the tax consequences under state, local and other tax laws.

Cayman Islands Taxation

According to Maples and Calder, our Cayman Islands counsel, the Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within, the jurisdiction of the Cayman Islands. The Cayman Islands is not party to any double tax treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

United States Federal Income Taxation

The following discussion describes the material U.S. federal income tax consequences to U.S. Holders (defined below) under present law of an investment in the ordinary shares. This summary applies only to investors that hold the ordinary shares as capital assets and that have the U.S. dollar as their functional currency. This discussion is based on the tax laws of the U.S. as in effect on the date of this Form 20-F and on U.S. Treasury regulations in effect or, in some cases, proposed, as of the date of this Form 20-F, as well as judicial and administrative interpretations thereof available on or before such date. All of the foregoing authorities are subject to change, which change could apply retroactively and could affect the tax consequences described below.

The following discussion does not deal with the tax consequences to any particular investor or to persons in special tax situations such as:

- banks;
- financial institutions;
- insurance companies;
- broker dealers;
- traders that elect to mark to market;
- tax-exempt entities;
- persons liable for alternative minimum tax;
- persons holding ordinary share as part of a straddle, hedging, conversion or integrated transaction;
- persons that actually or constructively own 10% or more of our voting shares;
- persons holding ordinary shares through partnerships or other pass-through entities; or

- persons who acquired ordinary shares pursuant to the exercise of any employee share option or otherwise as consideration for services.

U.S. Holders are urged to consult their tax advisors about the application of the U.S. federal tax rules to their particular circumstances as well as the state and local and foreign tax consequences to them of the purchase, ownership and disposition of ordinary shares.

The discussion below of the U.S. federal income tax consequences to “U.S. Holders” will apply if you are the beneficial owner of ordinary shares and you are, for U.S. federal income tax purposes,

- a citizen or individual resident of the U.S.;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) organized under the laws of the U.S., any State or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust that (1) is subject to the supervision of a court within the U.S. and the control of one or more U.S. persons or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement will be complied with in accordance with their terms.

Taxation of Dividends and Other Distributions on the Ordinary Shares

Subject to the passive foreign investment company rules discussed below, the gross amount of all our distributions to you with respect to the ordinary shares will be included in your gross income as dividend income on the date of receipt by you, but only to the extent that the distribution is paid out of our current or accumulated earnings and profits (computed under U.S. federal income tax principles). The dividends will not be eligible for the dividends-received deduction allowed to corporations in respect of dividends received from other U.S. corporations.

With respect to non-corporate U.S. Holders (including individual U.S. Holders) for taxable years beginning before January 1, 2011, dividends may be taxed at the lower applicable capital gains rate (“qualified dividend income”) provided that (1) the ordinary shares are readily tradable on an established securities market in the U.S., (2) we are not a passive foreign investment company (as discussed below) for either our taxable year in which the dividend was paid or the preceding taxable year, and (3) certain holding period requirements are met. For this purpose, our ordinary shares, which are listed on the Nasdaq Global Select Market, will be considered to be readily tradable on an established securities market in the U.S. You should consult your tax advisor regarding the availability of the lower rate for dividends paid with respect to our ordinary shares.

Dividends will constitute foreign source income for foreign tax credit limitation purposes. If the dividends are qualified dividend income (as discussed above), the amount of the dividend taken into account for purposes of calculating the foreign tax credit limitation will be limited to the gross amount of the dividend, multiplied by the reduced rate divided by the highest rate of tax normally applicable to dividends. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends distributed by us with respect to ordinary shares generally will constitute “passive category income” but could, in the case of certain U.S. Holders, constitute “general category income.”

To the extent that the amount of the distribution exceeds our current and accumulated earnings and profits, it will be treated first as a tax-free return of your tax basis in your ordinary shares, and to the extent the amount of the distribution exceeds your tax basis, the excess will be taxed as capital gain. We do not intend to calculate our earnings and profits for U.S. federal income tax purposes. Therefore, a U.S. Holder should expect that a distribution will be reported as a dividend.

Taxation of Disposition of Shares

Subject to the passive foreign investment company rules discussed below, you will recognize taxable gain or loss on any sale, exchange or other taxable disposition of an ordinary share equal to the difference between the amount realized (in U.S. dollars) for the ordinary share and your tax basis (in U.S. dollars) in the ordinary share. The gain or loss will be capital gain or loss. If you are a non-corporate U.S. Holder, including an individual U.S. Holder, who has held the ordinary share for more than one year, you will be eligible for reduced tax rates. The deductibility of capital losses is subject to limitations. Any such gain or loss that you recognize will be treated as U.S. source income or loss (in the case of losses, subject to certain limitations).

Passive Foreign Investment Company

Based on the market value of our ordinary shares, the composition of our assets and income and our operations, we believe that for our taxable year ended December 31, 2009, we were not a passive foreign investment company (“PFIC”) for U.S. federal income tax purposes. However, our PFIC status for the current taxable year ending December 31, 2010 will not be determinable until its close, and, accordingly, there is no guarantee that we will not be a PFIC for the current taxable year (or any future taxable year). A non-U.S. corporation is considered a PFIC for any taxable year if either:

- at least 75% of its gross income is passive income (the “income test”), or
- at least 50% of the value of its assets (based on an average of the quarterly values of the assets during a taxable year) is attributable to assets that produce or are held for the production of passive income (the “asset test”).

We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the shares.

We must make a separate determination each year as to whether we are a PFIC. As a result, our PFIC status may change. In particular, because the total value of our assets for purposes of the asset test generally will be calculated using the market price of our ordinary shares, our PFIC status will depend in large part on the market price of our ordinary shares which may fluctuate considerably. Accordingly, fluctuations in the market price of the ordinary shares may result in our being a PFIC for any year. If we are a PFIC for any year during which you hold ordinary shares, we will continue to be treated as a PFIC for all succeeding years during which you hold ordinary shares. However, if we cease to be a PFIC, provided that you have not made a mark-to-market election, as described below, you may avoid some of the adverse effects of the PFIC regime by making a deemed sale election with respect to the ordinary shares, as applicable.

If we are a PFIC for any taxable year during which you hold ordinary shares, you will be subject to special tax rules with respect to any “excess distribution” that you receive and any gain you realize from a sale or other disposition (including a pledge) of the ordinary shares, unless you make a “mark-to-market” election as discussed below. Distributions you receive in a taxable year that are greater than 125% of the average annual distributions you received during the shorter of the three preceding taxable years or your holding period for the ordinary shares will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the ordinary shares,
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we became a PFIC, will be treated as ordinary income, and
- the amount allocated to each other taxable year will be subject to the highest tax rate in effect for that taxable year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such taxable year.

The tax liability for amounts allocated to years prior to the year of disposition or “excess distribution” cannot be offset by any net operating losses for such years, and gains (but not losses) realized on the sale of the ordinary shares cannot be treated as capital, even if you hold the ordinary shares as capital assets.

Alternatively, a U.S. Holder of “marketable stock” (as defined below) in a PFIC may make a mark-to-market election for such stock of a PFIC to elect out of the tax treatment discussed in the two preceding paragraphs. If you make a valid mark-to-market election for the ordinary shares, you will include in income each year an amount equal to the excess, if any, of the fair market value of the ordinary shares as of the close of your taxable year over your adjusted basis in such ordinary shares. You are allowed a deduction for the excess, if any, of the adjusted basis of the ordinary shares over their fair market value as of the close of the taxable year. However, deductions are allowable only to the extent of any net mark-to-market gains on the ordinary shares included in your income for prior taxable years. Amounts included in your income under a mark-to-market election, as well as gain on the actual sale or other disposition of the ordinary shares, are treated as ordinary income. Ordinary loss treatment also applies to the deductible portion of any mark-to-market loss on the ordinary shares, as well as to any loss realized on the actual sale or disposition of the ordinary shares, to the extent that the amount of such loss does not exceed the net mark-to-market gains previously included for such ordinary shares. Your basis in the ordinary shares will be adjusted to reflect any such income or loss amounts. If you make such a mark-to-market election, tax rules that apply to distributions by corporations which are not PFICs would apply to distributions by us (except that the lower applicable capital gains rate would not apply).

The mark-to-market election is available only for “marketable stock” which is stock that is traded in other than *de minimis* quantities on at least 15 days during each calendar quarter (“regularly traded”) on a qualified exchange or other market, as defined in applicable Treasury regulations. We expect that the ordinary shares will continue to be listed on the Nasdaq Global Select Market, which is a qualified exchange for these purposes, and, consequently, assuming that the ordinary shares are regularly traded, if you are a holder of ordinary shares, it is expected that the mark-to-market election would be available to you were we to become a PFIC.

If you hold ordinary shares in any year in which we are a PFIC, you will be required to file Internal Revenue Service Form 8621 regarding distributions received on the ordinary shares and any gain realized on the disposition of the ordinary shares.

You are urged to consult your tax advisor regarding the application of the PFIC rules to your investment in ordinary shares.

Information Reporting and Backup Withholding

Dividend payments with respect to ordinary shares and proceeds from the sale, exchange or redemption of ordinary shares may be subject to information reporting to the Internal Revenue Service and possible U.S. backup withholding at a current rate of 28%. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes any other required certification or who is otherwise exempt from backup withholding. U.S. Holders who are required to establish their exempt status must provide such certification on Internal Revenue Service Form W-9. U.S. Holders should consult their tax advisors regarding the application of the U.S. information reporting and backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your U.S. federal income tax liability, and you may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the Internal Revenue Service and furnishing any required information.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

Our corporate Internet address is <http://corp.sina.com>. We make available free of charge on or through our website our annual reports, quarterly reports, current reports, and amendments to those reports filed or furnished

pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. We may from time to time provide important disclosures to investors by posting them in the investor relations section of our website, as allowed by Securities and Exchange Commission (“SEC”) rules. Information contained on SINA’s website is not part of this report or any other report filed with the SEC. You may read and copy any public reports we filed with the SEC at the SEC’s Public Reference Room at 100F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site <http://www.sec.gov> that contains reports, proxy and information statements, and other information that we filed electronically.

I. Subsidiary Information

For a listing of our subsidiaries, see “*Item 4. Information on the Company — C. Organizational Structure.*” and Exhibit 8.1.

Item 11. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate and Security Market Risk

Our investment policy limits our investments of excess cash to government or quasi-government securities, high-quality corporate securities and bank-guaranteed products. We protect and preserve our invested funds by limiting default, market and reinvestment risk.

As of December 31, 2009, other than our equity investment in CRIC, we did not hold marketable securities. We had approximately \$331.5 million in cash and bank time deposits (with terms generally up to twelve months) with large domestic banks in China. The remaining cash, cash equivalents and short term investments were held by financial institutions in Hong Kong and the United States. Historically, deposits in Chinese banks are secure due to the state policy on protecting depositors’ interests. However, China promulgated a new Bankruptcy Law that came into effect on June 1, 2007, which contains a separate article expressly stating that the State Council may promulgate implementation measures for the bankruptcy of Chinese banks based on the Bankruptcy Law. Under the new Bankruptcy Law, a Chinese bank may go bankrupt. In addition, since China’s concession to WTO, foreign banks have been gradually permitted to operate in China and have become serious competitors to Chinese banks in many aspects, especially since the opening of renminbi business to foreign banks in late 2006. Therefore, the risk of bankruptcy on Chinese banks in which we hold cash and bank deposits has increased. In the event that a Chinese bank that holds our deposits goes bankrupt, we are unlikely to claim our deposits back in full since we are unlikely to be classified as a secured creditor to the bank under the PRC laws.

Our \$99 million, zero-coupon, convertible, subordinated notes due 2023 bear no interest and are denominated in U.S. dollars. Therefore, there is no interest or foreign currency exchange risk associated with the outstanding notes.

Foreign Currency Exchange Rate Risk

The majority of our revenues derived and expenses and liabilities incurred are in Chinese renminbi with a relatively small amount in New Taiwan dollars, Hong Kong dollars and U.S. dollars. Thus, our revenues and operating results may be impacted by exchange rate fluctuations in the currencies of China, Taiwan and Hong Kong. See “Currency fluctuations and restrictions on currency exchange may adversely affect our business, including limiting our ability to convert Chinese renminbi into foreign currencies and, if renminbi were to decline in value, reducing our revenues and profits in U.S. dollar terms” in the “Risk Factors” section. We have not reduced our exposure to exchange rate fluctuations by using hedging transactions. While we may choose to do so in the future, the availability and effectiveness of any hedging transactions may be limited and we may not be able to successfully hedge our exchange rate risks. Accordingly, we may experience economic losses and negative impacts on earnings and equity as a result of foreign exchange rate fluctuations. In 2009, the foreign currency translation adjustments to our comprehensive income and the currency transaction loss were immaterial. Below is a sensitivity analysis on the impact of a change in the value of the Chinese renminbi against the U.S. dollar assuming: (1) projected net income from operation in China equal to the year ended December 31, 2009, (2) projected net assets of the operation in

China equal to the balances in Chinese renminbi and U.S. dollar as of December 31, 2009 and (3) currency fluctuation occurs proportionately over the period:

<u>Change in the Value of Chinese Renminbi Against the U.S. Dollar</u>	<u>Translation Adjustments to Comprehensive Income (In thousands)</u>	<u>Transaction Gain (Loss) (In thousands)</u>
Appreciate 2%	\$ 7,710	\$ (22)
Appreciate 5%	\$ 19,303	\$ (54)
Depreciate 2%	\$ (7,696)	\$ 22
Depreciate 5%	\$ (19,211)	\$ 54

Investment Risk

Our equity investments include investment in a publicly traded company, CRIC. The carrying value on our consolidated balance sheets was \$572.0 million and it accounted for approximately 35% of our total assets as of December 31, 2009. The ADS of CRIC is traded on NASDAQ Global Select Market. The initial public offering price was \$12 and the closing price as of December 31, 2009 was \$10.98. We may be subjected to investment loss if we had to or chose to sell our investment in CRIC at a price lower than its carrying value. We did not have investment in marketable debt securities as of December 31, 2009. Our short-term investment as of December 31, 2009 was \$75.1 million, which is composed of mainly bank time deposits.

Item 12. *Description of Securities Other than Equity Securities*

Not applicable.

PART II

Item 13. *Defaults, Dividend Arrearages and Delinquencies*

None.

Item 14. *Material Modifications to the Rights of Security Holders and Use of Proceeds*

We incorporate by reference into this Annual Report our report of the amendment of our Rights Agreement contained in the Company's Report of Foreign Private Issuer on Form 6-K filed on November 20, 2009.

Item 15. *Controls and Procedures*

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) as of the end of the period covered by this Annual Report on Form 20-F. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) under the Securities Exchange Act of 1934, as amended). Our management evaluated the effectiveness of our internal control over financial reporting based on criteria established in the framework in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2009.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness of our internal control over financial reporting to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

PricewaterhouseCoopers Zhong Tian CPAs Limited Company, our independent registered public accounting firm, has audited the effectiveness of our internal control over financial reporting as of December 31, 2009, as stated in its report, which appears on page F-2 of this Form 20-F.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) during the year ended December 31, 2009 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 16A. Audit Committee Financial Expert

The Board has determined that Lip-Bu Tan qualifies as an “audit committee financial expert” as defined by the rules of the Securities and Exchange Commission and has designated Lip-Bu Tan to serve as the audit committee financial expert for the Company. Lip-Bu Tan is “independent” as such term is used in Item 7(d)(3)(iv) of Schedule 14A under the Exchange Act.

Item 16B. Code of Ethics

The Company has adopted a Code of Ethics which applies to the Company’s directors, officers and employees, including the Company’s principal executive officer, principal financial officer and principal accounting officer. We have posted the code on our corporate website at www.corp.sina.com.

Item 16C. Principal Accountant Fees and Services

The following table sets forth the aggregate fees billed by PricewaterhouseCoopers Zhong Tian CPAs Limited Company (“PwC”) and its affiliates, our independent auditor and principal accountant for the year ended December 31, 2009 and 2008:

	<u>2009</u>	<u>2008</u>
Audit Fees	\$ 1,324,731	\$ 1,295,915
Tax Fees(1)	26,288	30,551
All Other Fees(2)	1,500	1,500

- (1) Tax fees consist of fees billed for professional services related to tax advice and assistance with tax reporting.
- (2) All Other Fees consist of \$1,500 subscription fee for accounting rules and materials.

The Audit Committee’s policy is to approve all audit and audit-related services. Permissible non-audit services are pre-approved according to fee amount threshold. Permissible non-audit services may include tax services and other services. Pre-approval is generally provided for up to one year and any pre-approval is detailed as to the particular service or category of services and is generally subject to an initial estimated budget. PwC and management are required to periodically report to the Audit Committee regarding the extent of services provided by PwC in accordance with this pre-approval, and the fees performed to date. The Audit Committee may also pre-approve particular services on a case-by-case basis.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers**Issuer Purchases of Equity Securities**

<u>Period</u>	<u>(a) Total Number of Shares Purchased</u>	<u>(b) Average Price Paid per Share</u>	<u>(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>(d) Approximate Dollar Value that May Yet Be Purchased Under the Plans or Programs</u>
Month # 1 (January 1, 2009 to January 31, 2009)	1,950,362	\$ 20.37	1,950,362	\$ 60.3 million
Month # 2 (February 1, 2009 to February 28, 2009)	504,594	\$ 20.36	504,594	\$ 50.0 million
Total	2,454,956	\$ 20.37	2,454,956	\$ 50.0 million

On December 11, 2008, the Company announced that its Board of Directors has authorized a repurchase of up to US\$100 million of the Company's ordinary shares. This repurchase program expired on December 31, 2009.

Item 16F. Change in Registrant's Certifying Accountant

There is no change in the Company's certifying accountant during the Company's two most recent fiscal years or any subsequent interim period.

Item 16G. Corporate Governance

As a foreign private issuer whose securities are listed the NASDAQ Global Market, we are permitted to follow certain home country corporate governance practices instead of the requirements of the NASDAQ Marketplace Rules (the "NASDAQ Rules") pursuant to NASDAQ Rule 5615, which provides for such exemption to compliance with the NASDAQ Rule 5600 Series. We currently comply with the NASDAQ Rules with the exception of NASDAQ Rule 5635(c). The sale and issuance of 5,608,612 ordinary shares in November 2009 to New-Wave, which is controlled by members of our management, at below market value would ordinarily require shareholder approval under NASDAQ Rule 5635(c). However, we have determined to comply with our home country rules of the Cayman Islands, which do not require shareholder approval for this private placement of shares.

PART III**Item 17. Financial Statements**

We have elected to provide financial statements pursuant to Item 18.

Item 18. Financial Statements

The consolidated financial statements of SINA Corporation and its subsidiaries are included at the end of this Annual Report.

Item 19. Exhibits

The agreements filed as exhibits to this Annual Report on Form 20-F are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. The agreements may contain representations and warranties by each of the parties to the applicable agreement, and such representations and warranties have been made solely for the benefit of the other parties to the applicable agreement. The representations and warranties (i) may not be categorical statements of fact, but rather as a method of allocating the risk to one of the parties should such statements prove to be inaccurate, (ii) have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement, (iii) may apply standards of materiality in a way that is different

from what may be viewed as material by investors, and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be

specified in the agreement and are subject to more recent developments. Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this Annual Report on Form 20-F and the Company's other public filings, which are available without charge through the SEC's website at <http://www.sec.gov>.

Exhibit Number	Description
1.1	Amended and Restated Articles of Association of SINA Corporation (Filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K filed on March 16, 2005, and incorporated herein by reference).
1.2	Amended and Restated Memorandum of Association of SINA.com (currently known as SINA Corporation) (Filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K filed on March 16, 2005, and incorporated herein by reference).
2.1	Form of Subordinated Note due July 15, 2023 (Filed as Exhibit 4.1 to the Company's Report on Form 10-Q for the three month period ended June 30, 2003, and incorporated herein by reference).
2.2	Indenture, dated as of July 7, 2003, by and between the Company and the Bank of New York (Filed as Exhibit 4.2 to the Company's Report on Form 10-Q for the three month period ended June 30, 2003, and incorporated herein by reference).
2.3	Registration Rights Agreement, dated as of July 7, 2003, by and between the Company and Credit Suisse First Boston LLC (Filed as Exhibit 4.3 to the Company's Report on Form 10-Q for the three month period ended June 30, 2003, and incorporated herein by reference).
2.4	Rights Agreement dated as of February 22, 2005 between SINA Corporation and American Stock Transfer & Trust Company, as Rights Agent (Filed as Exhibit 4.1 to the Company's Report on Form 8-K filed on February 24, 2005, and incorporated herein by reference).
2.5	Amendment No. 1 to Rights Agreement dated as of November 18, 2009 between SINA Corporation and American Stock Transfer & Trust Company, as Rights Agent (Filed as Exhibit 4.2 to the Company's Report on Form 6-K filed on November 20, 2009, and incorporated herein by reference).
4.1	Form of Indemnification Agreement between SINA.com and each of its officers and directors (Filed as Exhibit 10.1 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.2	SRS International Ltd. 1997 Stock Option Plan and form of incentive stock option agreement (Filed as Exhibit 10.2 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.3	Sinanet.com 1997 Stock Plan and form of stock option agreement (Filed as Exhibit 10.3 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.4	Amended SINA.com 1999 Stock Plan and form of share option agreement (Filed as Exhibit 10.4 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.5	Form of share option agreement under the amended SINA.com 1999 Stock Plan (Filed as Exhibit 10.5 to the Company's Annual Report on Form 10-K filed on March 16, 2005 and incorporated by reference herein).
4.6	1999 Directors' Stock Option Plan (Filed as Exhibit 10.6 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.7	Form of nonstatutory stock option agreement under the 1999 Directors' Stock Option Plan (Filed as Exhibit 10.6 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.8	SINA.com 1999 Executive Stock Plan (Filed as Exhibit 10.19 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.9	Lease Agreement of Ideal International Plaza between the Registrant's subsidiaries or VIEs and Beijing Zhongwu Ideal Real Estate Development Co., Ltd. for the office located in Ideal International Plaza, 58 North 4th Ring Road West, Haidian,, Beijing, PRC, and the list of the lease agreements (Filed as Exhibit 4.9 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).

Exhibit Number	Description
4.10	Business Cooperation Agreement dated March 7, 2000 between Beijing SINA Internet Information Services Co., Ltd. and Beijing Stone Rich Sight Information Technology Co., Ltd. (currently known as Beijing SINA Information Technology Co., Ltd.) (Filed as Exhibit 10.23 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.11	Equipment and Leased Line Transfer Agreement dated March 7, 2000 between Beijing SINA Internet Information Services Co., Ltd. and Beijing Stone Rich Sight Information Technology Co., Ltd. (currently known as Beijing SINA Information Technology Co., Ltd.) (Filed as Exhibit 10.23 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.12	Advertising Agency Agreement dated March 7, 2000 between Beijing SINA Internet Information Services Co., Ltd. and SINA.com (currently known as SINA Corporation) (Filed as Exhibit 10.26 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.13	Advertisement Production and Technical Service Agreement dated March 7, 2000 between Beijing Stone Rich Sight Information Technology Co., Ltd. (currently known as Beijing SINA Information Technology Co., Ltd.) and Beijing SINA Interactive Advertising Co. Ltd. (Filed as Exhibit 10.27 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.14	Advertising Publication and Cooperation Agreement dated March 7, 2000 between Beijing SINA Internet Information Services Co., Ltd. and Beijing SINA Interactive Advertising Co., Ltd. (Filed as Exhibit 10.28 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.15	Amendment to Advertising Agency Agreement dated April 1, 2000 between Beijing SINA Interactive Advertising Co., Ltd. and SINA.com (currently known as SINA Corporation) (Filed as Exhibit 10.37 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.16	Amendment to Advertisement Publication and Cooperation Agreement dated April 1, 2000 between Beijing SINA Interactive Advertising Co., Ltd. and Beijing SINA Internet Information Services Co., Ltd. (Filed as Exhibit 10.38 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.17	Amendment to Advertising Production and Technical Service Agreement dated April 1, 2000 between Beijing Stone Rich Sight Information Technology Co., Ltd. (currently known as Beijing SINA Information Technology Co., Ltd.) and Beijing SINA Interactive Advertising Co., Ltd. (Filed as Exhibit 10.39 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.18	E-Commerce Cooperation Agreement dated April 1, 2000 between Beijing Stone Rich Sight Information Technology Co., Ltd. (currently known as Beijing SINA Information Technology Co., Ltd.) and Beijing SINA Internet Information Services Co., Ltd. (Filed as Exhibit 10.40 to the Company's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference).
4.19	Share Pledge Agreements (18 agreements in total) between SINA.com Technology (China) Co., Ltd. (a subsidiary of the Company) and certain employees of the Company in relation to significant Variable Interest Entities controlled by the Company (Filed as Exhibit 4.19 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.20	Loan Agreements (18 agreements in total) between Sina.com Technology (China) Co., Ltd. (a subsidiary of the Company) and certain employees of the Company for funding significant Variable Interest Entities controlled by the Company (Filed as Exhibit 4.20 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.21	Agreements on Authorization to Exercise Shareholder's Voting Power (18 agreements in total) between Sina.com Technology (China) Co., Ltd. (a subsidiary of the Company) and certain employees of the Company in relation to significant Variable Interest Entities controlled by the Company (Filed as Exhibit 4.21 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).

Exhibit Number	Description
4.22	Translation of Technical Services Agreement dated January 1, 2008 between Beijing New Media Information Technology Co., Ltd. and Guangzhou Media Message Technologies Inc. (Filed as Exhibit 4.22 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.23	Translation of Internet Advertisement Publishing Technical Services Agreement dated January 1, 2008 between SINA.com Technology (China) Co., Ltd and Beijing SINA Internet Information Services Co., Ltd. (Filed as Exhibit 4.23 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.24	Translation of Technical Services Agreement dated January 1, 2008 between Beijing New Media Information Technology Co., Ltd. and Shenzhen Wang Xing Technology Co., Ltd. (Filed as Exhibit 4.24 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.25	Translation of Mobile Value Added Technical Services Agreement dated January 1, 2008 between SINA.com Technology (China) Co., Ltd. and Beijing SINA Internet Information Services Co., Ltd. (Filed as Exhibit 4.25 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.26	Translation of Internet Advertisement Publishing Technical Services Agreement dated January 1, 2008 between SINA.com Technology (China) Co., Ltd. and Beijing SINA Infinity Advertising Co., Ltd. (Filed as Exhibit 4.26 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.27	Change of Control Agreement dated February 1, 2001 with Charles Chao (Filed as Exhibit 10.48 to the Company's Report on Form 10-Q for the three month period ended March 31, 2001, and incorporated herein by reference).
4.28	Stock Purchase Agreement dated February 24, 2004, among SINA, Crillion, the shareholders of Crillion listed on Part I of Exhibit A of the Stock Purchase Agreement and the individuals listed on Part II of Exhibit A of the Stock Purchase Agreement (Filed as Exhibit 2.1 to the Company's Report on Form 8-K filed on April 7, 2004, and incorporated herein by reference).
4.29	Amendment Agreement dated March 23, 2004, among SINA, Crillion, the shareholders of Crillion listed on Part I of Exhibit A of the Stock Purchase Agreement and the individuals listed on Part II of Exhibit A of the Stock Purchase Agreement (Filed as Exhibit 2.2 to the Company's Report on Form 8-K filed on April 7, 2004, and incorporated herein by reference).
4.30	Equity Transfer Agreement dated February 24, 2004, among the individuals listed on Schedule A attached to the Equity Transfer Agreement, Shenzhen Wang Xing Technology Co., Ltd., a limited liability company organized and existing under the laws of the People's Republic of China, and the individuals listed on Schedule B attached to the Equity Transfer Agreement (Filed as Exhibit 2.3 to the Company's Report on Form 8-K filed on April 7, 2004, and incorporated herein by reference).
4.31	Stock Purchase Agreement dated July 1, 2004 among SINA Corporation, Davidhill Capital Inc., the shareholders of Davidhill Capital Inc. listed on Part I of Exhibit A to such agreement, and the company and individuals listed on Part II of Exhibit A to such agreement. (Filed as Exhibit 2.1 to the Company's Report on Form 8-K filed on October 22, 2004, and incorporated herein by reference).
4.32	Amendment Agreement dated October 13, 2004 among SINA Corporation, Davidhill Capital Inc., the shareholders of Davidhill Capital Inc. listed on Part I of Exhibit A to the Stock Purchase Agreement, and the company and individuals listed on Part II of Exhibit A to the Stock Purchase Agreement. (Filed as Exhibit 2.2 to the Company's Report on Form 8-K filed on October 22, 2004, and incorporated herein by reference).
4.33	Asset Purchase Agreement dated July 1, 2004 by and between Guiyang Longmaster Information Technology Co., Ltd. and Beijing Davidhill Internet Technology Service Co., Ltd. (Filed as Exhibit 2.3 to the Company's Report on Form 8-K filed on October 22, 2004, and incorporated herein by reference).
4.34	2007 Share Incentive Plan (Filed as Exhibit 4.2 to the Company's Report on Form S-8 filed on July 26, 2007, and incorporated herein by reference).
4.35	Form of share option agreement for non-employee directors under the 2007 Share Incentive Plan (Filed as Exhibit 4.44 to the Company's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference).

Exhibit Number	Description
4.36	Form of restricted share unit agreement for existing service providers under the 2007 Share Incentive Plan (Filed as Exhibit 4.45 to the Company's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference).
4.37	Form of performance restricted share unit agreement under the 2007 Share Incentive Plan (Filed as Exhibit 4.46 to the Company's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference).
4.38	Form of share option agreement for existing service providers under the 2007 Share Incentive Plan (Filed as Exhibit 4.47 to the Company's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference).
4.39	Form of restricted share unit agreement for existing service providers under the 2007 Share Incentive Plan (Filed as Exhibit 4.40 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.40	Form of restricted share unit agreement for existing service providers under the 2007 Share Incentive Plan (Filed as Exhibit 4.41 to the Company's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference).
4.41*	Share Subscription Agreement dated as of September 22, 2009 by and between New-Wave Investment Holding Company Limited and the Company.
4.42*	Letter Amendment dated as of September 23, 2009 by and between New-Wave Investment Holding Company Limited and the Company.
4.43*	Amended and Restated Registration Rights Agreement dated as of November 18, 2009 by and between New-Wave Investment Holding Company Limited and the Company.
4.44*	Share Purchase Agreement, dated July 23, 2009, between CRIC Holdings Limited and the Company.
4.45*	Amendment Agreement to the Share Purchase Agreement, dated September 29, 2009, between China Real Estate Information Corporation and the Company.
4.46*	Amendment Agreement to the Share Purchase Agreement, dated October 17, 2009, between China Real Estate Information Corporation and the Company.
4.47*	Shareholders Agreement, dated October 21, 2009, by and among the China Real Estate Information Corporation, E-House (China) Holdings Limited and the Company.
4.48*	Registration Rights Agreement, dated October 21, 2009, by and among the China Real Estate Information Corporation, E-House (China) Holdings Limited and the Company.
4.49*	English translation of Amended and Restated Advertising Inventory Sale Agency Agreement, dated August 31, 2009, between the Company and China Online Housing Technology Corporation.
4.50*	Domain Name and Content License Agreement, dated September 2009, between Beijing SINA Internet Information Service Co., Ltd. and Beijing Yisheng Leju Information Services Co., Ltd.
4.51*	Trademark License Agreement, dated September 2009, between Beijing SINA Internet Information Service Co., Ltd. and Beijing Yisheng Leju Information Services Co., Ltd.
4.52*	Software License and Support Services Agreement, dated September 2009, between SINA.com Technology (China) Co. Ltd. and Shanghai SINA Leju Information Technology Co., Ltd.
8.1*	List of Subsidiaries.
12.1*	Certificate of Chief Executive Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2*	Certificate of Chief Financial Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
13.1*	Certificate of Chief Executive Officer pursuant to 18 U.S.C. section 1350.
13.2*	Certificate of Chief Financial Officer pursuant to 18 U.S.C. section 1350.
15.1*	Consent of Independent Registered Public Accounting Firm.
15.2*	Consent of Jun He Law offices.

* Filed herewith.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

SINA Corporation

By: /s/ Charles Chao

Charles Chao
President and Chief Executive Officer

Date: May 14, 2010

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	<u>Page</u>
Consolidated Financial Statements:	
Report of Independent Registered Public Accounting Firm	F-2
Consolidated Balance Sheets as of December 31, 2009 and 2008	F-3
Consolidated Statements of Operations for the years ended December 31, 2009, 2008 and 2007	F-4
Consolidated Statements of Shareholders' Equity for the years ended December 31, 2009, 2008 and 2007	F-5
Consolidated Statements of Cash Flows for the years ended December 31, 2009, 2008 and 2007	F-6
Notes to Consolidated Financial Statements	F-7

F-1

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of SINA Corporation:

In our opinion, the accompanying consolidated balance sheets, consolidated statements of operations, consolidated statements of shareholders' equity and consolidated statements of cash flows present fairly, in all material respects, the financial position of SINA Corporation and its subsidiaries at December 31, 2009 and December 31, 2008, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2009 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2009, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As disclosed in Note 2 to the consolidated financial statements, in 2009 the Company changed the manner in which it accounts for convertible debt instruments and noncontrolling interests.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

PricewaterhouseCoopers Zhong Tian CPAs Limited Company
Beijing, the People's Republic of China
May 14, 2010

SINA CORPORATION
CONSOLIDATED BALANCE SHEETS

	December 31,	
	2009	2008
	(In thousands, except per share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 746,423	\$ 383,320
Short-term investments	75,095	220,504
Accounts receivable, net of allowances for doubtful accounts of \$8,791 and \$9,146, respectively (include accounts receivable, net due from a related party of \$6,103 and nil as of December 31, 2009 and 2008, respectively)	74,999	79,183
Prepaid expenses and other current assets	22,381	9,424
Total current assets	918,898	692,431
Property and equipment, net	23,022	34,111
Equity investments	580,606	—
Intangible assets, net	3,690	10,477
Goodwill	84,050	84,050
Other assets	3,576	1,425
Total assets	\$ 1,613,842	\$ 822,494
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,918	\$ 1,397
Accrued liabilities	81,712	68,468
Income taxes payable	14,526	17,391
Deferred revenue	27,258	7,651
Convertible debt	99,000	99,000
Total current liabilities	224,414	193,907
Long-term liabilities:		
Deferred revenue	164,019	—
Other liabilities	2,710	4,039
Total long-term liabilities	166,729	4,039
Total liabilities	391,143	197,946
Commitments and contingencies (Note 16)		
Shareholders' equity:		
SINA shareholders' equity:		
Ordinary shares: \$0.133 par value; 150,000 shares authorized; 60,919 and 56,121 shares issued and outstanding	8,102	7,464
Additional paid-in capital	571,024	382,880
Accumulated other comprehensive income (loss):		
Unrealized loss on investments in marketable securities	—	(329)
Cumulative translation adjustments	52,137	51,921
Retained earnings	590,464	178,569
Total SINA shareholders' equity	1,221,727	620,505
Noncontrolling interests	972	4,043
Total shareholders' equity	1,222,699	624,548
Total liabilities and shareholders' equity	\$ 1,613,842	\$ 822,494

The accompanying notes are an integral part of these consolidated financial statements.

SINA CORPORATION

CONSOLIDATED STATEMENTS OF OPERATIONS

	Years Ended December 31,		
	2009	2008	2007
	(In thousands, except per share data)		
Net revenues:			
Advertising (include fees received from a related party of \$852, nil, nil for 2009, 2008 and 2007, respectively)	\$ 227,895	\$ 258,499	\$ 168,926
Non-advertising (include amortization of deferred revenue of \$4,686, nil, nil for 2009, 2008 and 2007, respectively)	130,672	111,088	77,201
	<u>358,567</u>	<u>369,587</u>	<u>246,127</u>
Costs of revenue:			
Advertising	99,835	100,008	63,466
Non-advertising	58,457	50,327	31,236
	<u>158,292</u>	<u>150,335</u>	<u>94,702</u>
Gross profit	<u>200,275</u>	<u>219,252</u>	<u>151,425</u>
Operating expenses:			
Sales and marketing	85,133	79,784	50,555
Product development	33,777	30,371	21,942
General and administrative	40,025	33,179	26,738
Amortization of intangible assets	4,138	1,337	1,176
Total operating expenses	<u>163,073</u>	<u>144,671</u>	<u>100,411</u>
Income from operations	37,202	74,581	51,014
Interest and other income, net	8,371	18,270	9,027
Amortization of convertible debt issuance cost	—	—	(252)
Gain on sale of business and equity investments, net	<u>375,055</u>	<u>2,358</u>	<u>830</u>
Income before income tax expense	420,628	95,209	60,619
Income tax expense	<u>(8,323)</u>	<u>(14,042)</u>	<u>(6,504)</u>
Net income	412,305	81,167	54,115
Less: Net income attributable to the noncontrolling interest	<u>410</u>	<u>529</u>	<u>—</u>
Net income attributable to SINA	<u>\$ 411,895</u>	<u>\$ 80,638</u>	<u>\$ 54,115</u>
Basic net income per share attributable to SINA	\$ 7.53	\$ 1.44	\$ 0.98
Diluted net income per share attributable to SINA	\$ 6.95	\$ 1.33	\$ 0.97
Shares used in computing basic net income per share attributable to SINA	54,722	55,821	55,038
Shares used in computing diluted net income per share attributable to SINA	59,259	60,474	60,020

The accompanying notes are an integral part of these consolidated financial statements.

SINA CORPORATION

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

	SINA Shareholders' Equity									
	Total Shareholders' Equity	Comprehensive Income	Ordinary Shares		Additional Paid-In Capital (In thousands)	Treasury Stock		Accumulated Other Comprehensive Income	Retained Earnings	Noncontrolling Interest
			Shares	Amount		Shares	Amount			
Balances at December 31, 2006	\$ 387,813		54,344	\$ 7,228	\$ 303,868	—	\$ —	\$ 10,744	\$ 65,973	\$ —
Adjustment to initially apply the revised guidance on accounting for convertible debt instrument	3,614		—	—	25,771	—	—	—	(22,157)	—
Balances at December 31, 2006 as revised	391,427		54,344	7,228	329,639	—	—	10,744	43,816	—
Issuance of ordinary shares pursuant to stock plans	19,037		1,138	151	18,886	—	—	—	—	—
Stock-based compensation expenses	8,712		—	—	8,712	—	—	—	—	—
Issuance of ordinary shares pursuant to convertible bonds conversion	1,000		39	5	995	—	—	—	—	—
Comprehensive income:										
Net income	54,115	\$ 54,115	—	—	—	—	—	—	54,115	—
Unrealized gain on marketable securities	1,451	1,451	—	—	—	—	—	1,451	—	—
Currency translation adjustments	19,234	19,234	—	—	—	—	—	19,234	—	—
Total comprehensive income	74,800	\$ 74,800								
Balances at December 31, 2007	494,976		55,521	7,384	358,232	—	—	31,429	97,931	—
Issuance of ordinary shares pursuant to stock plans	10,549		600	80	10,469	—	—	—	—	—
Stock-based compensation expenses	14,309		—	—	14,309	—	—	—	—	—
Sale of subsidiaries' shares to noncontrolling interest	3,514		—	—	—	—	—	—	—	3,514
Others	(130)		—	—	(130)	—	—	—	—	—
Comprehensive income:										
Net income	81,167	\$ 81,167	—	—	—	—	—	—	80,638	529
Unrealized gain on marketable securities	591	591	—	—	—	—	—	591	—	—
Currency translation adjustments	19,572	19,572	—	—	—	—	—	19,572	—	—
Total comprehensive income	101,330	\$ 101,330								
Balances at December 31, 2008	624,548		56,121	7,464	382,880	—	—	51,592	178,569	4,043
Repurchase of ordinary shares	(50,074)		—	—	—	(2,455)	(50,074)	—	—	—
Cancellation of repurchased ordinary shares	—		(2,455)	(327)	(49,747)	2,455	50,074	—	—	—
Issuance of ordinary shares pursuant to stock plans	26,175		1,644	219	25,956	—	—	—	—	—
Issuance of ordinary shares pursuant to private equity placement	180,000		5,609	746	179,254	—	—	—	—	—
Issuance cost of private equity placement	(349)		—	—	(349)	—	—	—	—	—
Stock-based compensation expenses of stock plans	22,637		—	—	22,637	—	—	—	—	—
Stock-based compensation expenses of private equity placement	10,726		—	—	10,726	—	—	—	—	—
Sale of subsidiaries' shares to noncontrolling interest	798		—	—	—	—	—	—	—	798
Purchase of subsidiaries' shares from noncontrolling interest	(342)		—	—	(171)	—	—	—	—	(171)
Disposal of noncontrolling interest in a subsidiary	(4,270)		—	—	(162)	—	—	—	—	(4,108)
Comprehensive income:										
Net income	412,305	\$ 412,305	—	—	—	—	—	—	411,895	410
Unrealized gain on marketable securities	329	329	—	—	—	—	—	329	—	—
Currency translation adjustments	216	216	—	—	—	—	—	216	—	—
Total comprehensive income	412,850	\$ 412,850								
Balances at December 31, 2009	\$ 1,222,699		60,919	\$ 8,102	\$ 571,024	—	\$ —	\$ 52,137	\$ 590,464	\$ 972

The accompanying notes are an integral part of these consolidated financial statements.

SINA CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended December 31,		
	2009	2008	2007
	(In thousands)		
Cash flows from operating activities:			
Net income	\$ 412,305	\$ 81,167	\$ 54,115
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	15,272	16,002	13,374
Stock-based compensation	33,363	14,309	8,712
Amortization of debt discount	—	—	3,704
Amortization of convertible debt issuance cost	—	—	252
Amortization of intangible assets	4,403	1,603	1,176
Provision for allowance for doubtful accounts	5,269	3,528	5,294
Deferred income taxes	1,230	(56)	474
Gain on sale of business and equity investments, net	(375,055)	(2,358)	(830)
Realized (unrealized) foreign exchange gains from liquidated subsidiaries	1,964	(1,964)	—
Loss on disposal of property and equipment	53	53	83
Changes in assets and liabilities (net of effect from business acquisition and disposal):			
Accounts receivable	(1,746)	(21,903)	(14,241)
Prepaid expenses and other current assets	(5,565)	65	2,003
Other assets	(3,240)	24	77
Accounts payable	(76)	62	(58)
Accrued liabilities	16,493	14,646	9,140
Income taxes payable	(2,751)	8,614	2,504
Deferred revenue	(3,833)	208	3,286
Net cash provided by operating activities	<u>98,086</u>	<u>114,000</u>	<u>89,065</u>
Cash flows from investing activities:			
Purchases of short-term investments	(45,692)	(154,036)	(98,792)
Maturities of short-term investments	191,614	150,885	104,354
Purchases of property and equipment	(4,909)	(18,790)	(12,158)
Cash disposed in conjunction with the spin off of China Online Housing Technology Corporation	(11,647)	—	—
Investments and prepayments on investments	(17,076)	—	(1,261)
Cash paid for acquisitions of intangible assets	(626)	—	—
Cash paid for acquisitions, net of cash acquired	—	(2,019)	—
Proceeds from sale of business and investments, net	—	—	2,000
Net cash provided by (used in) investing activities	<u>111,664</u>	<u>(23,960)</u>	<u>(5,857)</u>
Cash flows from financing activities:			
Proceeds from issuance of ordinary shares pursuant to stock plans	25,436	10,549	19,037
Proceeds from issuance of ordinary shares pursuant to private equity placement	180,000	—	—
Cash paid for issuance cost of private equity placement	(349)	—	—
Repurchase of ordinary shares	(50,074)	—	—
Proceeds from sales of noncontrolling interest in subsidiaries	798	2,500	—
Other financing activities	(512)	(642)	—
Net cash provided by financing activities	<u>155,299</u>	<u>12,407</u>	<u>19,037</u>
Effect of exchange rate change on cash and cash equivalents	(1,946)	9,207	6,244
Net increase in cash and cash equivalents	363,103	111,654	108,489
Cash and cash equivalents at the beginning of the year	383,320	271,666	163,177
Cash and cash equivalents at the end of the year	<u>\$ 746,423</u>	<u>\$ 383,320</u>	<u>\$ 271,666</u>
Supplemental disclosures:			
Cash paid for income taxes	<u>\$ 10,607</u>	<u>\$ 5,270</u>	<u>\$ 3,634</u>
Cash paid for acquisitions	<u>\$ —</u>	<u>\$ (3,663)</u>	<u>\$ —</u>
Cash acquired	<u>—</u>	<u>1,644</u>	<u>—</u>
Cash paid for acquisitions, net of cash acquired	<u>\$ —</u>	<u>\$ (2,019)</u>	<u>\$ —</u>
Supplemental disclosures of noncash investing and financing activities:			
Equity investment in China Real Estate Information Corporation in exchange for the spin off of SINA's online real estate business in China Online Housing Technology Corporation	<u>\$ 572,000</u>	<u>\$ —</u>	<u>\$ —</u>
Ordinary shares issued pursuant to convertible bond conversion	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,000</u>

The accompanying notes are an integral part of these consolidated financial statements.

SINA CORPORATION**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****1. Operations**

SINA Corporation (“SINA”, “we” or the “Company”) is an online media company and MVAS provider in the People’s Republic of China and the global Chinese communities. With a branded network of localized websites targeting Greater China and overseas Chinese, the Company provides services through five major business lines including SINA.com (online news and content), SINA Mobile (“MVAS”), SINA Community (Web 2.0-based services and games), SINA.net (search and enterprise services) and SINA E-Commerce (online shopping). Together these business lines provide an array of services, including region-focused online portals, MVAS, social networking service (“SNS”), micro-blog, blog, audio and video streaming, album, online games, email, search, classified listings, fee-based services, e-commerce and enterprise e-solutions. The Company generates the majority of its revenues from online advertising and MVAS offerings and, to a lesser extent, from fee-based services.

In September 2009, the Company announced that the Company and Focus Media Holding Limited (“Focus Media”) (NASDAQ: FMCN) have jointly reached a decision to not extend the deadline of the agreement announced on December 22, 2008, by which the Company was to acquire substantially all of the assets of Focus Media’s digital out-of-home advertising networks.

2. Significant Accounting Policies***Basis of presentation and Use of estimates***

The preparation of the Company’s consolidated financial statements is in conformity with Generally Accepted Accounting Principles in the United States (“GAAP”), which requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from such estimates. The Company believes the accounting for advertising and MVAS revenues, accounting for income taxes, assessment of impairment of goodwill and long-lived assets, assessment of impairment of marketable securities, allowances for doubtful accounts, assessment of impairment of equity investments, stock-based compensation, consolidation, determination of the estimated useful lives of assets, accounting for advertising expenses and foreign currency represent critical accounting policies that reflect the more significant judgments and estimates used in the preparation of its consolidated financial statements.

Consolidation

The consolidated financial statements include the accounts of the Company, its wholly-owned and majority-owned subsidiaries and variable interest entities (“VIEs”) in which the Company is the primary beneficiary. All significant intercompany balances and transactions have been eliminated.

To comply with PRC laws and regulations, the Company provides substantially all of its Internet content, MVAS and advertising services in China via its VIEs. These VIEs are wholly or partially owned by certain employees of the Company. The capital for the VIEs are funded by the Company and recorded as interest-free loans to these PRC employees. These loans were eliminated with the capital of the VIEs during consolidation. Under various contractual agreements, employee shareholders of the VIEs are required to transfer their ownership in these entities to the Company’s subsidiaries in China when permitted by PRC laws and regulations or to designees of the Company at any time for the amount of loans outstanding. All voting rights of the VIEs are assigned to the Company and the Company has the right to appoint all directors and senior management personnel of the VIEs. The Company has also entered into exclusive technical service agreements with the VIEs under which the Company provides technical and other services to the VIEs in exchange for substantially all net income of the VIEs. In addition, employee shareholders of the VIEs have pledged their shares in the VIEs as collateral for the non-payment of loans or for the technical and other services fees due to the Company. As of December 31, 2009, the total amount of interest-free loans to these PRC employees was \$8.4 million and the aggregate accumulated losses of all VIEs were approximately \$4.5 million, which have been included in the consolidated financial statements.

The following is a summary of the Company's major VIEs:

- Beijing SINA Internet Information Service Co., Ltd. (the "ICP Company"), a China company controlled through business agreement. The ICP Company is responsible for operating www.sina.com.cn in connection with its Internet content company license, selling the advertisements to advertisers and providing MVAS with its Value-Added Telecommunication Services Operating License in China via third-party operators to the users. It is 1.5% owned by Yan Wang, the Company's Chairman of the Board, 22.50% owned by the Company's executive officer Tong Chen, 26.75% owned by the Company's executive officer Hong Du, and 49.25% owned by two other non-executive PRC employees of the Company. The registered capital of the ICP Company is \$2.5 million.
- Guangzhou Media Message Technologies, Inc. ("Xunlong"), a China company controlled through business agreement. Xunlong is responsible for providing MVAS in China via third-party operators to the users under its Value-Added Telecommunication Services Operating License. It is owned by two non-executive PRC employees of the Company. The registered capital of the Xunlong is \$1.2 million.
- Beijing Star-Village Online Cultural Development Co., Ltd. ("StarVI"), previously translated as Beijing Star-Village.com Cultural Development Co., Ltd, a China company controlled through business agreement. StarVI is responsible for providing MVAS in China via third-party operators to the users under its Value-Added Telecommunication Services Operating License. It is owned by three non-executive PRC employees of the Company. The registered capital of the StarVI is \$1.2 million.
- Shenzhen Wang Xing Technology Co., Ltd. ("Wangxing"), a China company controlled through business agreement. Wangxing is responsible for providing MVAS in China via third-party operators to the users under its Value-Added Telecommunication Services Operating License. It is owned by three non-executive PRC employees of the Company. The registered capital of Wangxing is \$1.2 million.
- Beijing SINA Infinity Advertising Co., Ltd. (the "IAD Company"), a China company controlled through business agreement. The IAD Company is an advertising agency. It is 20% owned by the Company's executive officer Tong Chen and 80% owned by four non-executive PRC employees of the Company. This entity has an approved business scope including design, production, agency and issuance of advertisements. The registered capital of the IAD Company is \$0.1 million.

The Company began to consolidate the ICP Company in October 2001. Xunlong and StarVI were acquired from Memestar Limited in January 2003 and the operating results for these two companies were consolidated by the Company since January 2003. Wangxing was acquired from Crillion Corporation in March 2004 and the operating results for Wangxing were consolidated by the Company since March 2004. The operating results of the IAD Company were consolidated since its establishment in 2004.

Noncontrolling interest

In accordance with the revised FASB guidance on accounting for minority interest, starting January 1, 2009, the Company has renamed its minority interest to noncontrolling interest and reclassified the related amount in its consolidated balance sheets from the mezzanine section between liabilities and equity to a separate line item in the equity section. The Company also expanded disclosures in its consolidated financial statements to identify and distinguish the interest of SINA from the interest of noncontrolling interest holders. Consistent with the revised guidance, the Company has applied the presentation and disclosure requirements retroactively for all periods presented for comparability purposes.

Fair value of financial instruments

All financial assets and liabilities are recognized or disclosed at fair value in its consolidated financial statements on a recurring basis (at least annually).

Accounting guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the

Company considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical asset or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3 applies to asset or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The carrying amount of cash and cash equivalents, short-term investments, accounts receivable, prepaid expenses and other current assets, accounts payable, accrued liabilities and deferred revenue approximates fair value.

Shares repurchase

The Company accounts for repurchased ordinary shares under the cost method and include such treasury stock as a component of the common shareholders' equity. Cancellation of treasury stock is recorded as a reduction of ordinary shares and additional paid-in capital, as applicable. An excess of purchase price over par value is allocated to additional paid-in capital.

Cash equivalents

The Company considers all highly liquid investments with original maturities of three months or less as cash equivalents. At December 31, 2009 and 2008, cash equivalents were comprised primarily of investments in time deposits and money market funds stated at cost plus accrued interest.

Available-for-sale securities

Investments classified as available-for-sale securities are reported at fair value with unrealized gains (losses), if any, recorded as accumulated other comprehensive income in shareholders' equity. Realized gains or losses are charged to income during the period in which the gain or loss is realized. If the Company determines a decline in fair value is other-than-temporary, the cost basis of the individual security is written down to fair value as a new cost basis and the amount of the write-down is accounted for as a realized loss. The fair value of the investment would then become the new cost basis of the investment and shall not be adjusted for subsequent recoveries in fair value. Determination of whether declines in value are other-than-temporary requires significant judgment. Subsequent increases and decreases in the fair value of available-for-sale securities will be included in comprehensive income through a credit or charge to shareholders' equity except for an other-than-temporary impairment, which will be charged to income.

Investments classified as available-for-sale securities include marketable debt securities. The Company invests in marketable debt securities that are readily available for sale to meet operating or acquisition needs and, accordingly, classifies them as short-term investments.

Allowances for doubtful accounts

The Company maintains an allowance for doubtful accounts which reflects its best estimate of amounts that potentially will not be collected. The Company determines the allowance for doubtful accounts based on a

historical, rolling average, bad debt rate in the prior year and other factors such as credit-worthiness of customers and age of receivable balances. The Company also provides specific provisions for bad debts when facts and circumstances indicate that the receivable is unlikely to be collected. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payments, or if the operators incur more bad debt than their original estimates, more bad debt allowance may be required.

Long-lived assets

Property and equipment. Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally from three to four years for computers and equipment and five years for furniture and fixtures. Leasehold improvements are amortized over the shorter of the estimated useful lives of the assets or the remaining lease term. Depreciation expenses were \$15.3 million, \$16.0 million and \$13.4 million for 2009, 2008 and 2007, respectively.

Goodwill. Goodwill is carried at cost and tested for impairment at least annually or more frequently if facts or change in circumstances indicate that this asset may be impaired. A two-step test is used to assess goodwill for impairment. First, the fair value of each reporting unit, defined as the operating segment or one level below, is compared to its carrying value including goodwill. The Company generally determines the fair value of its reporting units using a blended market approach and income approach. If the carrying value of a reporting unit exceeds its fair value, the second step shall be performed and an impairment loss equal to the difference between the implied fair value of the reporting unit's goodwill and the carrying amount of the goodwill will be recorded.

Intangible assets other than goodwill. Intangible assets arising from acquisitions are recognized at fair value upon acquisition and amortized on a straight-line basis over their estimated useful lives, generally from eighteen months to ten years.

Long-lived assets and certain identifiable intangible assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for long-lived assets and certain identifiable intangible assets that management expects to hold or use is based on the amount by which the carrying value exceeds the fair value of the asset.

Equity investments

Equity investments are comprised of investments in a publicly traded company and certain privately-held companies. The Company accounts for its equity investment over which it has significant influence but does not own a majority equity interest or otherwise control using the equity method. For equity investments over which the Company does not have significant influence, the cost method accounting is used. The Company accounts for its investment in China Real Estate Information Corporation ("CRIC") using the equity method of accounting. Following the acquisition date, the Company records its share of the results of CRIC one quarter in arrear within earnings in equity interests.

The Company assesses its equity investments for other-than-temporary impairment by considering factors including, but not limited to, stock prices of public companies in which the Company has an equity investment, current economic and market conditions, operating performance of the companies, including current earnings trends and undiscounted cash flows, and other company-specific information, such as recent financing rounds. The fair value determination, particularly for investments in privately-held companies, requires significant judgment to determine appropriate estimates and assumptions. Changes in these estimates and assumptions could affect the calculation of the fair value of the investments and the determination of whether any identified impairment is other-than-temporary.

Convertible debt

Effective January 1, 2009 the Company adopted the revised guidance on accounting for convertible debt instrument issued by the FASB, which requires issuers of convertible debt that may be settled wholly or partly in

cash when converted to account for the debt and equity components separately. The revised guidance has to be applied retrospectively to all periods and requires the Company to estimate the fair value of its convertible notes as of the date of issuance, and as if the instrument was issued without the conversion feature. The difference between the fair value and the principal amount of the instrument was retrospectively recorded as debt discount and as a component of equity. The debt discount was subsequently amortized as interest cost over its expected life of four years from its issuance date to its earliest conversion date. Although the revised guidance did not have an impact on the Company's past or future cash flows, it required the Company to record non-cash interest expense that would not have occurred under the previous GAAP guidance. In conjunction with the adoption of the revised guidance, the amortization of debt discount charged to interest and other income, net for 2007 was increased by \$3.7 million. The adoption of the revised guidance resulted in a \$25.8 million reclassification in the SINA's shareholders' equity as of December 31, 2007 and 2008. This reclassification is reflected with a reduction in retained earnings and an increase in additional paid-in capital. Income before income tax expense, net income and net income attributable to SINA for 2007 were revised and reduced by \$3.6 million. The basic net income per share attributable to SINA for 2007 decreased by \$0.07 primarily due to the increased interest expense.

Convertible notes are classified as a current liability if they are or will be callable within one year from the balance sheet date, even though liquidation may not be expected within that period.

Revenue recognition

Advertising

Advertising revenues are derived principally from online advertising and, to a lesser extent, sponsorship arrangements. Online advertising arrangements allow advertisers to place advertisements on particular areas of the Company's websites, in particular formats and over particular periods of time. Advertising revenues from online advertising arrangements are recognized ratably over the contract period of display when the collectibility is reasonably assured. Sponsorship arrangements allow advertisers to sponsor a particular area on its websites in exchange for a fixed payment over the contract period. Advertising revenues from sponsorship are recognized ratably over the contract period. Advertising revenues derived from the design, coordination and integration of online advertising and sponsorship arrangements to be placed on the Company's websites are recognized ratably over the term of such programs. Revenues for advertising services are recognized net of agency rebates. Advertising arrangements involving multiple deliverables are broken down into single-element arrangements based on their relative fair value for revenue recognition purposes, when possible. The Company recognizes revenue on the elements delivered and defers the recognition of revenue for the fair value of the undelivered elements until the remaining obligations have been satisfied.

Revenues from barter transactions are recognized during the period in which the advertisements are displayed on the Company's properties. Barter transactions are recorded at the lower of the fair value of the goods and services received or the fair value of the advertisement given, provided the fair value of the transaction is reliably measurable. Revenues from barter transactions were minimal for all periods presented.

Deferred revenue primarily consists of contractual billings in excess of recognized revenue and payments received in advance of revenue recognition.

Non-advertising

MVAS. MVAS revenues are derived principally from providing mobile phone users with SMS, MMS, CRBT, WAP, IVR and Kjava games. These services include news and other content subscriptions, picture and logo download, ring tones, ring back tones, mobile games and access to music files. Revenues from MVAS are charged on a monthly or per-usage basis. Such revenues are recognized in the period in which the service is performed, provided that no significant obligations remain, collection of the receivables is reasonably assured and the amounts can be accurately estimated.

The Company contracts with China Mobile and its subsidiaries, China Unicom and its subsidiaries, and, to a lesser degree, other operators, for billing, collection and transmission services related to the MVAS offered to its users. The Company also contracts with other service providers to provide content and to distribute MVAS or other

services for us. Revenues are recorded on a gross basis when most of the gross indicators are met, such as the Company is considered the primary obligor in the arrangement, designs and develops (in some cases with the assistance of third-parties) the MVAS, has reasonable latitude to establish price, has discretion in selecting the operators to offer its MVAS, provides customer services related to the MVAS and takes on the credit risks associated with the transmission fees. Conversely, revenues are recorded on a net basis when most of the gross indicators are not met.

The Company purchases certain contents from third-party content providers for its MVAS. In most of these arrangements, the fees payable to the third-party content providers are calculated based on certain percentages of the revenue earned by their contents after deducting the fees paid to the third-party operators. The Company's MVAS revenues are inclusive of such fees when the Company acts as the principal in these arrangements by having the ability to determine the fees charged to end users and being the primary obligor to the end users with respect to providing such services.

Due to the time lag between when the services are rendered and when the operator billing statements are received, MVAS revenues are estimated based on the Company's internal billing records and transmissions for the month, adjusting for prior periods' confirmation rates with operators and prior periods' discrepancies between internally estimated revenues and actual revenues confirmed by operators. The confirmation rate applied to the estimation of revenues is determined at the lower of the latest confirmation rate available and the average of six-months' historical rates if such historical average is available. If the Company has not yet received confirmation rates for six months, revenues would be deferred until billing statements are received from the operators. Historically, there have been no significant adjustments to the revenue estimates.

Historically, due to the time lag of receiving billing statements from operators and the lack of adequate information to make estimates, the Company has adopted a one-month lag reporting policy for MVAS revenues. Such policy has been applied on a consistent basis and does not apply to MVAS revenues from acquired entities Memestar Limited and Crillion Corporation as the acquired entities were able to obtain timely and accurate information to support their revenue estimates through the acquisition dates which has continued since our acquisition. For the years ended December 31, 2009, 2008 and 2007, the Company recorded MVAS revenues in the amount of \$119.3 million, \$103.3 million and \$70.5 million, respectively. The impact of the adoption of the one-month lag reporting policy for MVAS revenues is immaterial.

Credit memos issued by operators on billings that were previously settled and for which payments have been received are accounted for as a credit to revenue based on a historical rolling average. Historically, the true-ups between accrued amounts and actual credit memos issued have not been material.

Deferred revenue. Deferred revenue is derived from the amended and restated advertising agency agreement, the domain name and content license agreement, the trademark license agreement and the software license and support services agreement ("License Agreements") SINA entered into with China Online Housing Technology Corporation ("COHT") in September 2009 as part of the Company's consideration for the interest in CRIC. The amount allocated to the fair value of the License Agreements was \$187.4 million, which represents the difference between the total consideration and the fair value of equity interests of COHT disposed. This amount was recorded as deferred revenue and would be amortized over the contract period of ten years. See Note 3 for further discussion related to equity investment in CRIC.

Fee-based services. Fee-based services allow the Company's users to subscribe to services on its websites including online games, paid personal email services, paid corporate emails services, etc. Revenues from these services are recognized in the period in which the service is performed, provided that no significant obligations remain, collection of the receivables is reasonably assured and the amounts can be accurately estimated.

The recognition of these revenues is partly based on the Company's assessment of the probability of collection of the resulting accounts receivable balance. As a result, the timing or amount of revenue recognition may have been different if the Company's assessment of the probability of collection of accounts receivable had been different.

The Company presents taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction on a gross basis in the financial statements. These taxes include

business taxes, surcharges and cultural business construction fees. The total amount of such taxes for 2009, 2008 and 2007 were \$22.9 million, \$25.9 million and \$17.5 million, respectively.

Costs of revenues

Advertising. Costs of advertising revenues consist mainly of costs associated with the production of websites, which includes fees paid to third parties for Internet connection, content and services, payroll-related expenses, and equipment depreciation associated with the website production. Costs of advertising revenues also include business taxes, surcharges and cultural business construction fees levied on advertising sales in China, which in aggregate approximate 8.5% of the advertising revenues in China.

Non-advertising. Costs of non-advertising revenues consist mainly of fees paid to or retained by the third-party operators for their services relating to the billing and collection of the Company's MVAS revenues and for using their transmission gateways. Costs of non-advertising revenues also consist of fees or royalties paid to third-party content and service providers associated with the MVAS, costs for providing the enterprise services and business taxes levied on non-advertising revenues in China. Business taxes and surcharges levied on non-advertising revenues are approximately 3.3% for mobile related revenues and 5.5% for other non-advertising revenues.

Product development expenses

Product development expenses consist primarily of payroll-related expenses incurred for enhancement to and maintenance of the Company's websites as well as costs associated with new product development and product enhancements. The Company expenses all costs incurred for the planning and post implementation phases of development and costs associated with repair or maintenance of the existing site or the development of website content. Since inception, the amount of costs qualifying for capitalization has been immaterial and, as a result, all product development costs have been expensed as incurred.

Advertising expense

Advertising expenses consist primarily of costs of promotion for corporate image and product marketing and costs of direct advertising. The Company expenses all advertising costs as incurred and classify these costs under sales and marketing expense. The nature of the Company's direct advertising activities is such that they are intended to acquire subscribers for subscription-based and usage-based MVAS. The Company expenses all such direct advertising expenses. Advertising expenses for 2009, 2008 and 2007 were \$45.8 million, \$46.4 million and \$24.6 million, respectively.

Stock-based compensation

All stock-based awards to employees and directors, including stock options and restricted share units, are measured at the grant date based on the fair value of the awards. Stock-based compensation, net of forfeitures, is recognized as expense on a straight-line basis over the requisite service period, which is the vesting period.

The Company uses the Black-Scholes option pricing model to estimate the fair value of stock options. The determination of estimated fair value of stock-based payment awards on the grant date using an option pricing model is affected by the Company's stock price as well as assumptions regarding a number of complex and subjective variables. These variables include the Company's expected stock price volatility over the expected term of the awards, actual and projected employee stock option exercise behaviors, a risk-free interest rate and any expected dividends. Options granted generally vest over four years.

The Company recognizes the estimated compensation cost of service-based restricted share units based on the fair value of its ordinary shares on the date of the grant. The Company recognizes the compensation cost, net of estimated forfeitures, over a vesting term of generally three to four years.

The Company recognizes the estimated compensation cost of performance-based restricted share units based on the fair value of its ordinary shares on the date of the grant. The awards are earned upon attainment of identified performance goals. The Company recognizes the compensation cost, net of estimated forfeitures, over the

performance period. The Company also adjusts the compensation cost based on the probability of performance goal achievement at the end of each reporting period.

Forfeitures are estimated at the time of grant and revised in subsequent periods if actual forfeitures differ from those estimates. The Company uses historical data to estimate pre-vesting option and restricted share units forfeitures and record stock-based compensation expense only for those awards that are expected to vest. See Note 12 for further discussion on stock-based compensation.

Operating leases

The Company leases office space under operating lease agreements with initial lease term up to three years. Rental expense is recognized from the date of initial possession of the leased property on a straight-line basis over the term of the lease. Certain lease agreements contain rent holidays, which are recognized on a straight-line basis over the lease term. Lease renewal periods are considered on a lease-by-lease basis and are generally not included in the initial lease term.

Income taxes

Income taxes. Income taxes are accounted for using the asset and liability approach. Under this approach, income tax expense is recognized for the amount of taxes payable or refundable for the current year. In addition, deferred tax assets and liabilities are recognized for expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities, and for operating losses and tax credit carryforwards. The Company records a valuation allowance to reduce deferred tax assets to an amount for which realization is more likely than not.

Uncertain tax positions. To assess uncertain tax positions, the Company applies a more likely than not threshold and a two-step approach for the tax position measurement and financial statement recognition. Under the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement.

Foreign currency

The Company's reporting currency and functional currency are the U.S. dollar. The Company's operations in China and in international regions use their respective currencies as their functional currencies. The financial statements of these subsidiaries are translated into U.S. dollars using period-end rates of exchange for assets and liabilities and average rates of exchange in the period for revenues and expenses.

Translation gains and losses are recorded in accumulated other comprehensive income or loss as a component of shareholders' equity. Net gains and losses resulting from foreign exchange transactions are included in interest and other income. Translation gains or losses are not released to net income unless the associated net investment has been sold, liquidated, or substantially liquidated. Foreign currency translation adjustments to the Company's comprehensive income for 2009, 2008 and 2007 were \$0.2 million, \$19.6 million and \$19.2 million, respectively. Net foreign currency transaction loss for 2009 was \$0.1 million. Net foreign currency transaction gains for 2008 and 2007 were approximately \$3.3 million and \$1.1 million, respectively, arising from the Chinese renminbi appreciating against the U.S. dollar.

Net income per share

Basic net income per share is computed using the weighted average number of ordinary shares outstanding during the period. Diluted net income per share is computed using the weighted average number of ordinary share and ordinary share equivalents outstanding during the period. Ordinary share equivalents include options to purchase ordinary shares and restricted share units, unless they were anti-dilutive, and conversion of zero-coupon, convertible, subordinated notes.

Comprehensive income

Comprehensive income is defined as the change in equity of a company during a period from transactions and other events and circumstances excluding transactions resulting from investments from owners and distributions to owners. Comprehensive income for the periods presented includes net income, foreign currency translation adjustments and unrealized gains (losses) on marketable securities classified as available for sale.

Nonmonetary transaction

We account for nonmonetary transaction based on FASB ASC 845-10 “Exchanges of Nonmonetary Assets,” which requires the assets exchanged to be based on fair value unless one of the three conditions is met: (1) the fair value of the asset relinquished or received cannot be determined (within reasonable limits), (2) there is an exchange of inventory for inventory that will be sold in the same line of business to facilitate sales to customers, or (3) the transaction lacks commercial substance. The determination of fair value requires significant judgment in estimates and assumptions. Changes in these estimates and assumptions could materially affect the calculation of the fair value.

Disposal of subsidiary

We account for the disposal of a subsidiary by recognizing a gain or loss measured as the difference between the aggregate of (1) the fair value of any consideration received, (2) the fair value of any retained noncontrolling investment in the former subsidiary at the date the subsidiary is deconsolidated and (3) the carrying amount of any noncontrolling interest in the former subsidiary (including any accumulated other comprehensive income attributable to the noncontrolling interest) at the date the subsidiary is deconsolidated; and the carrying amount of the former subsidiary’s assets and liabilities. The determination of fair value requires significant judgment in estimates and assumptions. Changes in these estimates and assumptions could materially affect the calculation of the fair value.

Recent accounting pronouncements

Effective July 2009, the Financial Accounting Standards Board (FASB) codified accounting literature into a single source of authoritative accounting principles. Rules and interpretive releases of the SEC under authority of federal securities laws are also sources of authoritative GAAP for SEC registrants. Since the codification did not alter existing GAAP, it did not have an impact on the Company’s consolidated financial statements. All references to pre-codified GAAP have been removed in the Company’s Consolidated Financial Statements.

In December 2009, the FASB issued Consolidations — Improvements to Financial Reporting by Enterprises Involved with VIEs. The amendments in this Accounting Standards Update replace the quantitative-based risks and rewards calculation for determining which reporting entity, if any, has a controlling financial interest in a variable interest entity with an approach focused on identifying which reporting entity has the power to direct the activities of a variable interest entity that most significantly impact the entity’s economic performance and has (1) the obligation to absorb losses of the entity or (2) the right to receive financial interest in a variable interest entity. The amendments in this Update also require additional disclosures about a reporting entity’s involvement in variable interest entities, which will enhance the information provided to users of financial statements. The Company believes there will be no material impact on its consolidated financial statements upon adoption of this standard.

In October 2009, the FASB issued new guidance on revenue recognition for arrangements with multiple deliverables and certain revenue arrangements that include software elements. By providing another alternative for determining the selling price of deliverables, the guidance for arrangements with multiple deliverables will allow companies to allocate arrangement consideration in multiple deliverable arrangements in a manner that better reflects the transaction’s economics and will often result in earlier revenue recognition. The new guidance modifies the fair value requirements of previous guidance by allowing “best estimate of selling price” in addition to vendor-specific objective evidence (“VSOE”) and other vendor objective evidence (“VOE”, now referred to as “TPE” standing for third-party evidence) for determining the selling price of a deliverable. A vendor is now required to use its best estimate of the selling price when VSOE or TPE of the selling price cannot be determined. In addition, the residual method of allocating arrangement consideration is no longer permitted under the new guidance. The new

guidance for certain revenue arrangements that include software elements removes non-software components of tangible products and certain software components of tangible products from the scope of existing software revenue guidance, resulting in the recognition of revenue similar to that for other tangible products. The new guidance is effective for fiscal years beginning on or after June 15, 2010. However, companies may be able to adopt as early as interim periods ended September 30, 2009. The guidance may be applied either prospectively from the beginning of the fiscal year for new or materially modified arrangements or retrospectively. The Company has not early adopted the new guidance and is currently evaluating the impact on its consolidated financial statements of adopting this guidance.

In June 2009, the FASB issued the revised guidance on the accounting for the transfer of financial assets. The revised guidance requires additional information disclosures on the transfer of financial assets, including securitization transactions, and where an entity has continuing exposure to risks related to transferred financial assets. The revised guidance eliminates the concept of a “qualifying special-purpose entity,” changes the requirements for derecognizing financial assets and requires additional disclosures. This guidance will be effective at the start of a reporting entity’s first fiscal year beginning after November 15, 2009. The adoption of this guidance will not have impact on the Company’s consolidated financial statements.

In June 2009, the FASB issued the revised guidance on the consolidation of VIE. The revised guidance requires an analysis to determine whether an entity has a controlling financial interest in a VIE. Additionally, the revised guidance requires an ongoing reassessment and eliminates the quantitative approach previously required for determining whether an entity is the primary beneficiary. This guidance will be effective at the start of a reporting entity’s first fiscal year beginning after November 15, 2009. The adoption of this guidance is not expected to have an impact on the Company’s consolidated financial statements.

3. Equity Investments

Equity investments comprised of investments in a publicly traded company CRIC and certain privately-held companies. The following sets forth the changes in the Company’s equity investments.

	<u>CRIC</u>	<u>Others</u> (In thousands)	<u>Total</u>
Balance at December 31, 2007	\$ —	\$ 1,300	\$ 1,300
Converted to controlling interest	—	(1,300)	(1,300)
Balance at December 31, 2008	\$ —	\$ —	\$ —
Investments	572,000	8,606	580,606
Balance at December 31, 2009	<u>\$ 572,000</u>	<u>\$ 8,606</u>	<u>\$ 580,606</u>

Equity Investment in CRIC

In April 2008, the Company restructured its real estate and home decoration channels and related business into a new subsidiary, COHT. Thirty-four percent of COHT’s ownership was sold to eHouse (China) Holdings Limited (“E-House”), a leading real estate services company in China, in exchange for a payment of \$2.5 million in cash and a 10-year exclusive license for business-to-consumer usage of its CRIC database to COHT. The operating results of COHT were consolidated since its establishment in April 2008.

In July 2009, the Company entered into a definitive agreement (the “Agreement”) with E-House to merge E-House’s real estate information and consulting services and COHT (the “Transaction”). E-House’s real estate information and consulting services are operated by CRIC, a subsidiary of E-House. Under the Agreement, SINA would contribute its online real estate business into its majority-owned subsidiary COHT, and CRIC would issue its own ordinary shares to SINA to acquire SINA’s equity interest in COHT in exchange for shares in CRIC.

In September 2009, the Company entered into an amended and restated advertising agency agreement, a domain name and content license agreement, a trademark license agreement and a software license and support

services agreement (the “License Agreements”) with COHT as part of its consideration for the interest in CRIC. Below is a summary of the License Agreements:

Amended and Restated Advertising Agency Agreement

Under the amended and restated advertising agency agreement, which became effective in October 2009 upon the completion of the CRIC’s acquisition of our online real estate business, COHT continues to operate SINA’s existing real estate and home furnishing channels and will develop a new real estate-related channel on sina.com.cn, and will have the exclusive right to sell to real estate, home furnishing and construction material advertisers on these three channels as well as SINA’s other websites. If COHT sells advertising on SINA’s websites other than these three channels, COHT is entitled to receive approximately 85% of the revenues generated from these sales. In addition, COHT authorizes SINA as its exclusive agent to sell non real estate advertising on its directly operated website and channels. COHT is also entitled to receive 85% of the revenues generated from these sales. The initial term of the amended and restated advertising agency agreement is ten years.

Domain Name and Content License Agreement

Under the domain name and content license agreement, which became effective upon CRIC’s acquisition of our online real estate business, SINA grants to COHT an exclusive license to use its three domain names, i.e., *house.sina.com.cn*, *jiaju.sina.com.cn* and *construction.sina.com.cn*, in connection with COHT’s real estate Internet operations in China. In addition, SINA also grants to COHT an exclusive license to use all content whose copyrights are owned by SINA or owned by a third party provider but is sub-licensable by SINA without requiring payment of any additional fees. For other operating content, COHT is required to enter into an agreement with the owner independently and is responsible for the costs associated with procuring the content. The licenses are for an initial term of ten years and free of any additional fees.

Trademark License Agreement

Under the trademark license agreement, which became effective upon the completion of CRIC’s acquisition of our online real estate business, SINA grants to COHT a non-exclusive license to use three SINA trademarks and an exclusive license to use two SINA Leju trademarks in connection with COHT’s real estate Internet operations in China through website located at *www.leju.com* and the channels located at *house.sina.com.cn*, *jiaju.sina.com.cn* and *construction.sina.com.cn*. The licenses are for an initial term of ten years and free of any additional fees.

Software License and Support Services Agreement

Under the software license and support services agreement, which became effective upon the completion of CRIC’s acquisition of our online real estate business, SINA grants to COHT a non-exclusive license to use (i) SINA’s proprietary software including those used for Internet content publishing, advertising publishing, sales management, procurement reimbursement, financial management, flow statistics and monitoring, (ii) current software products and interfaces necessary to facilitate COHT’s use of the current software products, (iii) the databases and compilations, (iv) its improvement to the licensed software and (v) related documentation and hardware, in connection with COHT’s real estate Internet operations in China. SINA will also provide to COHT infrastructure necessary to operate its websites and facilitate its use of the licensed software. In addition, SINA will also provide COHT support services, including routine maintenance, technical support and hardware support. The licenses are for an initial term of ten years and free of any additional fees. However, to the extent that there are any reasonable, incremental costs for use of the licensed software.

On October 16, 2009, the Transaction was consummated following the listing of CRIC’s American depositary shares on the NASDAQ Global Select Market. As of the closing of the Transaction, SINA is the second largest shareholder of CRIC with approximately 33% interest in CRIC.

Based on the offering price of CRIC’s initial public offering (“IPO”), the Company’s 33% interest in CRIC was valued at \$572.0 million as of CRIC’s IPO date, which also represents the consideration received for the disposal of

the interest in COHT and for entering into the License Agreements. The investment was accounted for using the equity method with the cost allocated as follows:

	<u>Allocated Value</u> <u>(In thousands)</u>
Share of net tangible assets acquired	\$ 112,233
Share of intangible assets acquired as recorded in CRIC's financial statements*(1)	68,686
Share of intangible assets not included in CRIC's financial statements*(2)	36,797
Deferred tax liabilities	(22,604)
Goodwill	376,888
Investment in CRIC	<u>\$ 572,000</u>

* Above intangible assets were measured at fair value as of CRIC's IPO date based on a valuation report.

(1) The weighted average life of these intangible assets is 10 years.

(2) The weighted average life of these intangible assets, excluding the asset with indefinite life is 7 years.

On CRIC's IPO date, the fair value of 66% equity interest in COHT was \$384.6 million which was determined by management with the assistance of a valuation consultant. Netting the value of the corresponding shares of the net assets of COHT amounted to \$8.0 million (including cash and cash equivalents of \$7.6 million and other total assets of \$11.9 million, net of total liabilities of \$11.5 million), the Company recorded a one-time gain of \$376.6 million for the quarter and year ended December 31, 2009.

The amount allocated to the fair value of the License Agreements was \$187.4 million, which represents the difference between the total consideration and the fair value of equity interests of COHT disposed. This amount was recorded as deferred revenue and would be amortized over the contract term of ten years. In the fourth quarter of 2009, the Company recorded amortized deferred revenue of \$4.7 million in its non-advertising revenues.

Beginning October 1, 2009, the Company no longer consolidates the financial results of COHT and instead accounts for its interest in CRIC using the equity method of accounting. To enable the Company to have more time to collect and analyze CRIC's results, the Company will report its interest in CRIC one quarter in arrears. In conjunction with this lag reporting for its investment in CRIC, net income, net income attributable to SINA and basic and diluted net income per share attributable to SINA for 2009 did not include equity income from CRIC.

Other equity investments

As of December 31, 2009, other equity investments represent equity investment in three privately-held companies over which the Company does not have significant influence.

The Company is required to perform an impairment assessment of its equity investments whenever events or changes in business circumstances indicate that the carrying value of the investment may not be fully recoverable. There are no such events and changes in 2009. As such, the Company concluded that there was no impairment to the carrying value of equity investments as of December 31, 2009.

4. Goodwill and Intangible Assets

The Company acquired Memestar Limited, a British Virgin Islands limited liability corporation ("Memestar") in 2003 and Crillion Corporation, a British Virgin Islands limited liability corporation ("Crillion") in 2004 to enhance its MVAS offerings as well as increase its market share in the PRC MVAS market. The Company also acquired Davidhill Capital Inc., a British Virgin Islands limited liability corporation ("Davidhill"), and its UC

[Table of Contents](#)

instant messaging technology platform in 2004. In 2008, the Company took controlling interest in a privately-held web-application development firm. The following table summarizes goodwill by segment from these acquisitions:

	<u>Advertising</u>	<u>MVAS</u> (In thousands)	<u>Total</u>
Balances at December 31, 2007	\$ 13,772	\$ 68,891	\$ 82,663
Additional interest in a majority-owned investment	1,387	—	1,387
Balances at December 31, 2008	<u>\$ 15,159</u>	<u>\$ 68,891</u>	<u>\$ 84,050</u>
Balances at December 31, 2009	<u>\$ 15,159</u>	<u>\$ 68,891</u>	<u>\$ 84,050</u>

The Company is required to perform an impairment assessment of its goodwill on an annual basis or when facts and circumstances warrant a review. The Company performed an impairment assessment relating to goodwill arising from its acquisitions as of December 31, 2009, and concluded that there was no impairment to the carrying value of the goodwill.

The following table summarizes the Company's intangible assets:

	<u>December 31, 2009</u>			<u>December 31, 2008</u>		
	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net</u>	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net</u>
	(In thousands)					
Technology	\$ 10,300	\$ (7,854)	\$ 2,446	\$ 10,300	\$ (4,635)	\$ 5,665
Software	1,844	(922)	922	1,844	(307)	1,537
Database	—	—	—	3,541	(266)	3,275
Other	322	—	322	—	—	—
Total	<u>\$ 12,466</u>	<u>\$ (8,776)</u>	<u>\$ 3,690</u>	<u>\$ 15,685</u>	<u>\$ (5,208)</u>	<u>\$ 10,477</u>

Technology is related to the acquired UC Instant Messaging platform. In the fourth quarter of 2009, SINA launched a new UC Instant Messaging platform that was completely internally developed. As this new platform will replace the previously acquired platform, SINA will discontinue the use of the acquired UC Instant Messaging platform as of March 31, 2010 and will amortize ratably the remaining \$2.4 million of intangible assets related to the acquired UC Instant Messaging platform in the first quarter of 2010. Software is amortized over three years. Database was disposed of as a result of the Transaction.

Amortization expense related to intangible assets was \$4.4 million, \$1.6 million and \$1.2 million for the years ended December 31, 2009, 2008 and 2007, respectively. As of December 31, 2009, estimated amortization expenses for future periods are expected to be as follows:

<u>Year Ended December 31,</u>	<u>(In thousands)</u>
2010	\$ 3,061
2011	307
Total expected amortization expense	<u>\$ 3,368</u>

5. Cash, Cash Equivalents and Short-term Investments

Cash, cash equivalents and short-term investments consisted of the following as of December 31, 2009 and 2008:

	December 31, 2009			December 31, 2008		
	Carrying Value	Unrealized Losses	Estimated Fair Value	Carrying Value	Unrealized Losses	Estimated Fair Value
	(In thousands)					
Cash and cash equivalents:						
Cash	\$ 118,074	\$ —	\$ 118,074	\$ 196,548	\$ —	\$ 196,548
Cash equivalents:						
Bank time deposits	160,027	—	160,027	56,617	—	56,617
Money market funds	468,322	—	468,322	130,155	—	130,155
	<u>628,349</u>	<u>—</u>	<u>628,349</u>	<u>186,772</u>	<u>—</u>	<u>186,772</u>
	<u>746,423</u>	<u>—</u>	<u>746,423</u>	<u>383,320</u>	<u>—</u>	<u>383,320</u>
Short-term investments:						
Bank time deposits	75,095	—	75,095	205,609	—	205,609
Corporate bonds and notes	—	—	—	15,224	(329)	14,895
	<u>75,095</u>	<u>—</u>	<u>75,095</u>	<u>220,833</u>	<u>(329)</u>	<u>220,504</u>
Total cash, cash equivalents and short-term investments	<u>\$ 821,518</u>	<u>\$ —</u>	<u>\$ 821,518</u>	<u>\$ 604,153</u>	<u>\$ (329)</u>	<u>\$ 603,824</u>

Interest income for the years ended December 31, 2009, 2008 and 2007 was \$8.4 million, \$15.4 million and \$11.5 million, respectively. Realized gain or loss on short-term investments was immaterial for the periods presented.

6. Balance Sheet Components

	December 31,	
	2009	2008
	(In thousands)	
Accounts receivable, net:		
Accounts receivable	\$ 83,790	\$ 88,329
Allowance for doubtful accounts:		
Balance at beginning of year	(9,146)	(5,663)
Disposal of COHT	2,440	—
Additional provision charged to expenses	(5,269)	(3,528)
Write-off, net of recoveries	3,184	45
Balance at end of year	<u>(8,791)</u>	<u>(9,146)</u>
	<u>\$ 74,999</u>	<u>\$ 79,183</u>
Prepaid expenses and other current assets:		
Content fees	\$ 3,445	\$ 4,034
Rental and other deposits	6,222	1,404
Prepayments for investments	7,680	—
Others	5,034	3,986
	<u>\$ 22,381</u>	<u>\$ 9,424</u>

	December 31,	
	2009	2008
(In thousands)		
Property and equipment, net:		
Computers and equipment	\$ 74,856	\$ 76,253
Leasehold improvements	4,819	4,988
Furniture and fixtures	3,916	3,821
Other	1,469	1,571
	<u>85,060</u>	<u>86,633</u>
Less: Accumulated depreciation and amortization	(62,038)	(52,522)
	<u>\$ 23,022</u>	<u>\$ 34,111</u>
Accrued liabilities:		
Sales rebates	\$ 16,197	\$ 10,305
Content fees	14,850	13,526
Accrued compensation and benefits	9,284	9,480
Marketing expenses	8,598	9,100
Employee payroll withholding tax	8,717	685
Advertisement production cost	3,739	2,366
Business taxes payable	4,707	5,835
Sales commission	3,631	4,055
Professional fees	3,337	5,144
Internet connection costs	3,083	3,151
Others	5,569	4,821
	<u>\$ 81,712</u>	<u>\$ 68,468</u>
Accumulated other comprehensive income:		
Unrealized loss on marketable securities	\$ —	\$ (329)
Cumulative translation adjustments	52,137	51,921
	<u>\$ 52,137</u>	<u>\$ 51,592</u>

7. Related Party Transactions

In conjunction with the spin off of COHT and the signing of related amended and restated advertising agency agreement, in the fourth quarter of 2009, agency fees earned from COHT, calculated at 15% of COHT's revenue generated from the sales of advertising on SINA's non-real estate channels, was \$0.9 million. As of December 31, 2009, receivables due from COHT amounted to \$6.1 million. In addition, the Company entered into certain license agreements with CRIC. The fair value of these license agreements were measured at \$187.4 million and was recognized as deferred revenue and amortized on a straight line basis over the contract period of ten years. In the fourth quarter of 2009, amortized deferred revenue was \$4.7 million.

In September 2009, the Company entered into a definitive agreement for a private equity placement of its ordinary shares with New-Wave Investment Holding Company Limited ("New-Wave"), a British Virgin Islands company established and controlled by Charles Chao, the Company's Chief Executive Officer, and other members of the Company's management. On November 25, 2009, the private equity financing with New-Wave was consummated. At the closing, SINA received gross proceeds of \$180.0 million, and New-Wave received 5,608,612 ordinary shares in SINA. This transaction resulted in a \$10.7 million of stock-based compensation expense. See Note 12 to Consolidated Financial statements.

In April 2007, one of the Company's subsidiaries, entered into an agreement with Broadvision Inc. ("Broadvision"). Mr. Pehong Chen, a director of SINA, is a significant shareholder of Broadvision and serves as its Chairman, Chief Executive Officer and President. Under this agreement, Broadvision provides HR information management hosting service, including software subscription and system upgrade, feature enhancement and technical support, to the Company's operations in China for an annual subscription fee of RMB 500,000 or

approximately \$66,000. The annual subscription fee was subsequently amended in 2009 to RMB 700,000 or approximately \$103,000. Broadvision also charges an initial system implementation fee of RMB 500,000. SINA has an option to buy out the software license from Broadvision on a non-exclusive basis by paying a lump-sum amount (RMB 2,000,000, RMB 1,500,000, or RMB 1,000,000 for buy-out in 2008, 2009 or 2010 or later, respectively) plus a 22% of the buy-out amount for maintenance services. For 2009, 2008 and 2007, the Company paid Broadvision approximately \$114,000, \$72,000 and \$131,000, respectively. There was no payable outstanding as of December 31, 2009.

During 2007, a VIE of the Company entered into a \$0.4 million technical support contract with a privately-held company in which the Company held an equity investment. All amounts were expensed and paid in 2007. In 2008, the Company took a controlling interest in this privately-held firm and began consolidating its results.

8. Income Taxes

The Company is registered in the Cayman Islands and has operations in four tax jurisdictions - the PRC, the U.S. of America, Hong Kong and Taiwan. The operations in Taiwan represent a branch office of the subsidiary in the U.S. For operations in the U.S, Hong Kong and Taiwan, the Company has incurred net accumulated operating losses for income tax purposes. The Company believes that it is more likely than not that these net accumulated operating losses will not be utilized in the future. Therefore, the Company has provided full valuation allowance for the deferred tax assets arising from the losses at these locations as of December 31, 2009. The Company generated substantially all of its net income from its PRC operations for the years ended December 31, 2009, 2008 and 2007, and has recorded income tax provisions for these years. For the year ended December 31, 2009, the Company's Cayman Islands operations recorded a one-time gain of \$376.6 million in connection with the Transaction. See Note 3.

The components of income before income taxes are as follows:

	Year Ended December 31,		
	2009	2008	2007
	(In thousands, except percentage)		
Income before income tax expenses	\$ 420,628	\$ 95,209	\$ 60,619
Income (loss) from non China operations	\$ 338,738	\$ (12,938)	\$ (9,548)
Income from China operations	\$ 81,890	\$ 108,147	\$ 70,167
Income tax expenses applicable to China operations	\$ 8,323	\$ 14,042	\$ 6,504
Effective tax rate for China operations	10%	13%	9%

Cayman Islands

Under the current tax laws of Cayman Islands, the Company is not subject to tax on income or capital gain. In addition, upon payments of dividends by the Company to its shareholders, no Cayman Islands withholding tax will be imposed.

China

Prior to January 1, 2008, the Company's subsidiaries and variable interest enterprises ("VIEs") were governed by the previous Income Tax Law (the "Previous IT Law") of China. Under the Previous IT Law, the Company's subsidiaries and VIEs were generally subjected to enterprise income taxes at a statutory rate of 33% (30% state income tax plus 3% local income tax) or 15% for qualified high and new technology enterprises. In addition to a preferential statutory rate, some of the Company's high and new technology subsidiaries were entitled to special tax holidays of three-year tax exemption followed by three years at a 50% reduction in the tax rate, commencing the first operating year.

Effective January 1, 2008, the new Enterprise Income Tax Law (the "EIT Law") in China supersedes the Previous IT Law and unifies the enterprise income tax rate for VIEs and foreign-invested enterprises ("FIEs") at 25%. The EIT Law provides a five-year transitional period for certain entities that enjoyed a favorable income tax rate of less than 25% and/or a preferential tax holiday under the Previous IT Law and were established before

March 16, 2007, to gradually increase their rates to 25%. In addition, high and new technology enterprises continue to enjoy a preferential tax rate of 15%. The EIT Law also provides grandfather treatment for high and new technology enterprises that received special tax holidays under the Previous IT Law to continue to enjoy their tax holidays until expiration provided that specific conditions are met. Three of the Company's subsidiaries in China, SINA.com Technology (China) Co. Ltd., SINA Technology (China) Co. Ltd. and Beijing New Media Information Technology Co. Ltd., were qualified as high and new technology enterprises under the new EIT Law.

The EIT Law also provides that an enterprise established under the laws of foreign countries or regions but whose "de facto management body" is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely define the location of the "de facto management body" as "the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located." Based on a review of surrounding facts and circumstances, the Company does not believe that it is likely that its operations outside of the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history the EIT Law, should SINA be treated as a resident enterprise for PRC tax purposes, the Company will be subject to PRC tax on worldwide income at a uniform tax rate of 25% retroactive to January 1, 2008.

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Such withholding income tax was exempted under the Previous IT Law. The Cayman Islands, where the Company incorporated, does not have such tax treaty with China. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE in China to its immediate holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). A majority of the Company's FIEs' operations in China are invested and held by Hong Kong registered entities. In accordance with accounting guidance, all undistributed earnings are presumed to be transferred to the parent company and are subject to the withholding taxes. Based on the subsequently issued interpretation of the EIT, Article 4 of Cai Shui [2008] Circular No. 1, dividends on earnings prior to 2008 but distributed after 2008 are not subject to withholding income tax. The current policy approved by the Company's Board allows the Company to distribute PRC earnings offshore only if the Company does not have to pay a dividend tax. Such policy may require the Company to reinvest all earnings made since 2008 onshore indefinitely or be subject to a significant withholding tax should its policy change to allow for earnings distribution offshore. As of December 31, 2009, the Company did not record any withholding tax on the retained earnings of its FIEs in the PRC as the Company intends to reinvest its earnings to further expand its business in China, and its FIEs do not intend to declare dividends to their immediate foreign holding companies.

The Company's VIEs are wholly owned by the Company's employees and controlled by the Company through various contractual agreements. To the extent that these VIEs have undistributed earnings, the Company will accrue appropriate expected tax associated with repatriation of such undistributed earnings.

In December 2009, the State Administration of Tax in China issued a circular on strengthening the management of proceeds from equity transfers by non-China tax resident enterprises and requires foreign entities to report indirect sales of China tax resident enterprises. If the existence of the overseas intermediary holding company is disregarded due to lack of reasonable business purpose or substance, gains on such sale are subject to PRC withholding tax. The Company believes that there was reasonable business purpose for the merger of COHT with CRIC, which was to realize the business synergy created by the merger to form a real estate information services platform both online and offline with diversified revenue streams, serving both real estate businesses and consumers. The subsequent initial public offering allowed the combined company to raise additional capital to fund its future growth. Due to limited guidance and implementation history of the new circular, significant judgment is required in the determination of a reasonable business purpose for an equity transfer by our non-China tax resident entity by considering factors, including but not limited to, the form and substance of the arrangement,

time of establishment of the foreign entity, relationship between each step of the arrangement, relationship between each component of the arrangement, implementation of the arrangement and the changes in the financial position of all parties involved in the transaction. Although the Company believes that it is more likely than not the said transaction would be determined as one with a reasonable business purpose, should this not be the case, the Company would be subject to a significant withholding tax that could materially and adversely impact its financial position, results of operations and cash flows.

Composition of income tax expenses for China operations

The following table sets forth current and deferred portion of income tax expenses of the Company's China subsidiaries and VIEs:

	Year Ended December 31,		
	2009	2008	2007
	(In thousands)		
Current tax provision	\$ 7,093	\$ 14,098	\$ 6,030
Deferred tax provision	1,230	(56)	474
Income tax expenses	<u>\$ 8,323</u>	<u>\$ 14,042</u>	<u>\$ 6,504</u>

Reconciliation of the differences between statutory tax rate and the effective tax rate for China operations

The following table sets forth reconciliation between the statutory EIT rate and the effective tax rate for China operations:

	Year Ended December 31,		
	2009	2008	2007
Statutory EIT rate	25%	25%	33%
Effect on tax holiday, preferential tax rate and dividend tax on VIEs' undistributed earnings, net	(17)%	(13)%	(29)%
Permanent differences	1%	1%	1%
Change in valuation allowance	1%	—	4%
Effective tax rate for China operations	<u>10%</u>	<u>13%</u>	<u>9%</u>

The provisions for income taxes for the years ended December 31, 2009, 2008 and 2007 differ from the amounts computed by applying the EIT primarily due to the tax holidays and the preferential tax rate enjoyed by certain of the Company's entities in the PRC. The lower effective tax rate of the Company's PRC operations for 2009 as compared to 2008 was primarily due to lower provision of repatriation tax for earnings in VIEs and additional tax holiday obtained by one of the Company's subsidiaries.

The following table sets forth the effect of tax holiday on China operations:

	Year Ended December 31,		
	2009	2008	2007
	(In thousands, except per share amount)		
Tax holiday effect	\$ 13,422	\$ 16,146	\$ 20,734
Basic net income per share effect	\$ 0.25	\$ 0.29	\$ 0.38
Diluted net income per share effect	\$ 0.23	\$ 0.27	\$ 0.35

[Table of Contents](#)

The following table sets forth the significant components of deferred tax assets and liabilities for China operations:

	December 31,		
	2009	2008	2007
	(In thousands)		
Deferred tax assets:			
Net operating loss carryforwards	\$ —	\$ 669	\$ 1,021
Allowances for doubtful accounts, accruals and other liabilities	4,313	5,159	4,168
Depreciation	218	1,736	2,828
Total deferred tax assets	4,531	7,564	8,017
Less: valuation allowance	(4,259)	(6,252)	(6,761)
Net deferred tax assets	\$ 272	\$ 1,312	\$ 1,256
Deferred tax liabilities:			
Depreciation	(190)	—	—
Total deferred tax liabilities	\$ (190)	\$ —	\$ —

Valuation allowance is provided against deferred tax assets when the Company determines that it is more likely than not that the deferred tax assets will not be utilized in the future. In making such determination, the Company considered factors including (i) future reversals of existing taxable temporary differences; (ii) future taxable income exclusive of reversing temporary differences and carryforwards; and (iii) tax planning strategies. Historically, deferred tax assets were valued using the previous statutory rate of 33% or applicable preferential rates of 7.5% or 15% of the respective legal entities. In March 2007, upon the enactment of the EIT Law, the Company recalculated the carrying deferred tax assets based on the new EIT rate of 25%. As a result of the recalculation, deferred tax assets in the amount of \$0.4 million were written down in the first quarter of 2007. During 2007, the valuation allowance for deferred tax assets related to the allowances for doubtful accounts was increased by \$1.6 million based on the Company's historical experience with the Chinese tax authorities.

U.S.

As of December 31, 2009, the Company's subsidiary in the U.S. had approximately \$81.7 million of federal and \$37.8 million of state net operating loss carryforwards available to offset future taxable income. The federal net operating loss carryforwards will expire, if unused, in the years ending June 30, 2011 through December 31, 2029, and the state net operating loss carryforwards will expire, if unused, in the years ending June 30, 2010 through December 31, 2019. Included in the net operating loss carryforwards were \$35.6 million and \$22.9 million of federal and state net operating loss carryforwards relating to employee stock options, the benefit of which will be credited to equity when realized. The Tax Reform Act of 1986 limits the use of net operating loss and tax credit carryforwards in certain situations when changes occur in the stock ownership of a company. In the event the Company has a change in ownership, utilization of carryforwards could be restricted. The deferred tax assets for the U.S. subsidiary at December 31, 2009 consists mainly of net operating loss carryforwards for which a full valuation allowance has been provided, as the management believes it is more likely than not that these assets will not be realized in the future.

[Table of Contents](#)

The following table sets forth the significant components of the net deferred tax assets for operation in the U.S.:

	December 31,		
	2009	2008	2007
	(In thousands)		
Deferred tax assets:			
Net operating loss carryforwards	\$ 30,372	\$ 30,013	\$ 29,282
Other tax credits, allowances for doubtful accounts, accruals and other liabilities	512	425	441
Total deferred tax assets	30,884	30,438	29,723
Less: valuation allowance	(30,884)	(30,438)	(29,723)
Deferred tax assets	\$ —	\$ —	\$ —

Hong Kong

As of December 31, 2009, the Company's Hong Kong subsidiary had approximately \$15.3 million of net operating loss carryforwards which can be carried forward indefinitely to offset future taxable income. As of December 31, 2009, the deferred tax assets for the Hong Kong subsidiary, consists mainly of net operating loss carryforwards, for which a full valuation allowance has been provided. Management believes it is more likely than not that these assets will not be realized in the future.

The following table sets forth the significant components of the net deferred tax assets for Hong Kong operation as of December 31, 2009, 2008 and 2007:

	December 31,		
	2009	2008	2007
	(In thousands)		
Deferred tax assets:			
Net operating loss carryforwards	\$ 2,523	\$ 2,360	\$ 2,130
Less: valuation allowance	(2,523)	(2,360)	(2,130)
Deferred tax assets	\$ —	\$ —	\$ —

Aggregate net deferred tax assets

The following table sets forth the significant components of the aggregate deferred tax assets and liabilities:

	December 31,		
	2009	2008	2007
	(In thousands)		
Deferred tax assets included in prepaid expenses and other current assets and other assets:			
Net operating loss carryforwards	\$ 32,895	\$ 33,042	\$ 32,433
Allowances for doubtful accounts, accruals and other liabilities	4,479	5,238	4,263
Depreciation	218	1,736	2,828
Other tax credits	346	346	346
Total deferred tax assets	37,938	40,362	39,870
Less: valuation allowance	(37,666)	(39,050)	(38,614)
Net deferred tax assets	\$ 272	\$ 1,312	\$ 1,256
Deferred tax liabilities included in accrued liabilities:			
Depreciation	\$ (190)	\$ —	\$ —
Total deferred tax liabilities	\$ (190)	\$ —	\$ —

9. Net Income Per Share

Basic net income per share is computed using the weighted average number of the ordinary shares outstanding during the period. Diluted net income per share is computed using the weighted average number of ordinary shares and ordinary share equivalents outstanding during the period. For the years ended December 31, 2009, 2008 and 2007, options to purchase ordinary shares and restricted share units that were anti-dilutive and excluded from the calculation of diluted net income per share were approximately 889,000, 644,000 and 31,000, respectively.

The following table sets forth the computation of basic and diluted net income per share for the periods indicated:

	Year Ended December 31,		
	2009	2008	2007
	(In thousands, except per share amounts)		
Basic net income per share calculation:			
Numerator:			
Net income attributable to SINA	\$ 411,895	\$ 80,638	\$ 54,115
Denominator:			
Weighted average ordinary shares outstanding	54,722	55,821	55,038
Basic net income per share attributable to SINA	\$ 7.53	\$ 1.44	\$ 0.98
Diluted net income per share calculation:			
Numerator:			
Net income attributable to SINA	\$ 411,895	\$ 80,638	\$ 54,115
Amortization of debt discount	—	—	3,704
Amortization of convertible debt issuance cost	—	—	252
Net income used in computing diluted net income per share attributable to SINA	\$ 411,895	\$ 80,638	\$ 58,071

	Year Ended December 31,		
	2009	2008	2007
	(In thousands, except per share amounts)		
Denominator:			
Weighted average ordinary shares outstanding	54,722	55,821	55,038
Weighted average ordinary shares equivalents:			
Stock options	426	770	1,114
Unvested restricted shares	272	44	—
Convertible debt	<u>3,839</u>	<u>3,839</u>	<u>3,868</u>
Shares used in computing diluted net income per share attributable to SINA	<u>59,259</u>	<u>60,474</u>	<u>60,020</u>
Diluted net income per share attributable to SINA	\$ 6.95	\$ 1.33	\$ 0.97

10. Employee Benefit Plans

China Contribution Plan

The Company's subsidiaries and VIEs in China participate in a government-mandated, multi-employer, defined contribution plan, pursuant to which certain retirement, medical, housing and other welfare benefits are provided to employees. Chinese labor laws require the Company's subsidiary to pay to the local labor bureau a monthly contribution at a stated contribution rate based on the monthly basic compensation of qualified employees. The local labor bureau is responsible for meeting all retirement benefit obligations; the Company has no further commitments beyond its monthly contribution. For the years ended December 31, 2009, 2008 and 2007, the Company contributed a total of \$10.8 million, \$9.5 million, \$6.5 million, respectively.

401(k) Savings Plan

The Company's U.S. subsidiary has a savings plan that qualifies as a deferred salary arrangement under Section 401(k) of the Internal Revenue Code (the "401(k) Plan"). Under the 401(k) Plan, participating employees may defer 100% of their eligible pretax earnings up to the Internal Revenue Service's annual contribution limit. All employees on the U.S. payroll of the Company age 21 years or older are eligible to participate in the 401(k) Plan. The Company has not been required to contribute to the 401(k) Plan.

11. Profit Appropriation

The Company's subsidiaries and VIEs in China are required to make appropriations to certain non-distributable reserve funds. In accordance with the laws applicable to China's FIEs, its subsidiaries have to make appropriations from its after-tax profit (as determined under PRC GAAP) to non-distributable reserve funds including (i) general reserve fund, (ii) enterprise expansion fund and (iii) staff bonus and welfare fund. General reserve fund is at least 10% of the after-tax profits calculated in accordance with the PRC GAAP. Appropriation is not required if the reserve fund has reached 50% of the registered capital of the respective company. The appropriation of the other two reserve funds is at the Company's discretion. At the same time, the Company's VIEs, in accordance with the China Company Laws, must make appropriations from its after-tax profit (as determined under PRC GAAP) to non-distributable reserve funds including (i) statutory surplus fund, (ii) statutory public welfare fund and (iii) discretionary surplus fund. Statutory surplus fund is at least 10% of the after-tax profits calculated in accordance with the PRC GAAP. Appropriation is not required if the reserve fund has reached 50% of the registered capital of the respective company. Appropriation to the statutory public welfare fund is 5% to 10% of the after-tax profits calculated in accordance with the PRC GAAP. Effective January 1, 2006 under the revised China Company Laws, appropriation to the statutory public welfare fund is no longer mandatory. Appropriation to discretionary surplus fund is made at the discretion of the Company.

General reserve fund and statutory surplus fund are restricted for set off against losses, expansion of production and operation or increase in register capital of the respective company. Statutory public welfare fund is restricted to

the capital expenditures for the collective welfare of employees. These reserves are not transferable to the Company in the form of cash dividends, loans or advances. These reserves are therefore not available for distribution except in liquidation. As of December 31, 2009 and 2008, the Company was subject to a maximum appropriation of \$12.8 million and \$15.4 million, respectively, to these non-distributable reserve funds.

12. Shareholders' Equity

Stockholder Rights Plan

In 2005, the Company put in place a Rights Plan to protect the best interests of all shareholders. In general, the Plan vests stockholders of SINA with rights to purchase ordinary shares of the Company at a substantial discount from those securities' fair market value upon a person or group acquiring, without the approval of the Board of Directors, more than 10% of the Company's ordinary shares. Any person or group who triggers the purchase right distribution becomes ineligible to participate in the Plan, causing substantial dilution of such person or group's holdings. The rights will expire on February 22, 2015.

In addition, the Company's Board of Directors has the authority, without further action by its shareholders, to issue up to 3,750,000 preference shares in one or more series and to fix the powers and rights of these shares, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with its ordinary shares. Preference shares could thus be issued quickly with terms calculated to delay or prevent a change in control or make removal of management more difficult. Similarly, the Board of Directors may approve the issuance of debentures convertible into voting shares, which may limit the ability of others to acquire control of the Company.

Repurchase program

In the fourth quarter of 2008, the Board authorized, but did not obligate, the Company to repurchase of up to \$100 million of the Company's ordinary shares on an opportunistic basis. Stock repurchases under this program may be made through open market purchases, in negotiated transactions off the market, in block trades pursuant to a 10b5-1 plan, which would give a third party independent discretion to make purchases of the Company's ordinary shares, or otherwise and in such amounts as management deems appropriate. No shares had been repurchased as of December 31, 2008. In 2009, the Company had repurchased an aggregate of 2,454,956 shares in the open market, at an average price of \$20.37 for a total consideration of \$50.0 million. The repurchase program expired on December 31, 2009. The repurchased shares were canceled in November 2009.

Private equity placement with New-Wave

In September 2009, the Company entered into a definitive agreement for a private equity placement of its ordinary shares with New-Wave, a British Virgin Islands company established and controlled by Charles Chao, the Company's Chief Executive Officer, and other members of the Company's management. On November 25, 2009, the private equity financing with New-Wave was consummated. At the closing, SINA received gross proceeds of \$180.0 million, and New-Wave received 5,608,612 ordinary shares in SINA. The shares issued to New-Wave are subject to a six month lock-up and have customary registration rights pursuant to a Registration Rights Agreement entered into between SINA and New-Wave. This transaction resulted in a \$10.7 million of stock-based compensation expense, which is attributable to the increase in fair value of the financed shares from the agreement date with New Wave in September 2009, when the price was set, to the closing date of the private equity financing in November 2009, the measurement date for accounting purposes. The difference between the fair value of financed shares beneficially owned by management at the closing date and the amount paid by management set at the agreement date is deemed as compensation and recorded as stock-based compensation expense.

2007 Share Incentive Plan

On June 29, 2007, the Company adopted the 2007 Share Incentive Plan (the "2007 Plan"). The 2007 Plan permits the granting of share options, share appreciation rights, restricted share units and restricted shares. The 2007 Plan has a 5-year term with a fixed number of shares authorized for issuance. Under the plan, a total of 5,000,000 ordinary shares of the Company are available for issuance. The maximum number of ordinary shares that may be

granted subject to awards under the 2007 Plan during any given fiscal year will be limited to 3% of the total outstanding shares of the Company as of the end of the immediately preceding fiscal year, plus any shares remaining available under the share pool for the immediately preceding fiscal year. Share options and share appreciation rights must be granted with an exercise price of at least 100% of the fair market value on the date of grant. The maximum number of ordinary shares available for issuance will be reduced by 1 share for every 1 share issued pursuant to a share option or share appreciation right and by 1.75 share for every 1 share issued as restricted shares or pursuant to a restricted shares unit. As of December 31, 2009, there were 512,000 options and 867,000 restricted share units outstanding under the 2007 Plan. Concurrent with the adoption of the 2007 Plan, all remaining shares available for grant under the existing 1999 Stock Plan, 1999 Executive Stock Option Plan and 1999 Directors' Stock Option Plan were forfeited.

1999 Stock Plan

In May 1999, the Company adopted the 1999 Stock Plan (the "1999 Plan"). The 1999 Plan provides for the granting of stock options to employees, consultants and directors of the Company. Options granted under the Plan may be either incentive stock options or nonqualified stock options. Incentive stock options ("ISO") may be granted only to Company employees (including officers and directors who are also employees). Nonqualified stock options ("NSO") may be granted to Company employees and consultants. As of December 31, 2006, the Company has cumulatively approved 14,358,000 ordinary shares for issuance under the 1999 Plan, including a previous plan carried over from 1997 and options assumed in the Sinanet acquisition. As of December 31, 2009, there were a total of 720,000 options outstanding under the 1999 Plan.

Options under the Company's 1999 Plan may be granted for a term of up to ten years and at prices determined by the Board of Directors of the Company, provided, however, that the exercise price of an ISO shall not be less than 100% of the fair value of the shares on the date of grant or, if granted to a 10% shareholder, shall not be less than 110% of the fair value of the shares on the date of grant. The exercise price of an NSO granted to an executive officer of the Company shall not be less than 100% of the fair value of the shares on the date of grant if such option is intended to qualify as performance-based compensation under Section 162(m) of the US Internal Revenue Code of 1986, as amended. Options granted under the 1999 Plan generally vest over a 4-year term. Certain grants are exercisable immediately under such terms and conditions as determined by the Board of Directors. Ordinary shares issued upon such early exercises are subject to rights of repurchases by the Company until such shares become fully vested. Concurrent with the adoption of the 2007 Plan, all remaining shares available for grant under the 1999 Plan were forfeited.

1999 Executive Stock Option Plan

In October 1999, the Board adopted the 1999 Executive Stock Option Plan (the "Executive Plan"). An aggregate of 2,250,000 ordinary shares have been approved for issuance under the Executive Plan. The Executive Plan provides for the granting of options to purchase ordinary shares and ordinary share purchase rights to eligible employees and consultants. As of December 31, 2009, there were a total of 29,000 options outstanding under the Executive Plan. Options under Executive Plan may be granted for a term of up to ten years and at prices determined by the Board of Directors of the Company, provided, however, that the exercise price of an ISO shall not be less than 100% of the fair value of the shares on the date of grant or, if granted to a 10% shareholder, shall not be less than 110% of the fair value of the shares on the date of grant. The exercise price of an NSO granted to an executive officer of the Company shall not be less than 100% of the fair value of the shares on the date of grant if such option is intended to qualify as performance-based compensation under Section 162(m) of the US Internal Revenue Code of 1986, as amended. Options granted under the Executive Plan generally vest over a four- year term. Certain grants are exercisable immediately under such terms and conditions as determined by the Board of Directors. Ordinary shares issued upon such early exercises are subject to rights of repurchases by the Company until such shares become fully vested. Concurrent with the adoption of the 2007 Plan, all remaining shares available for grant under the Executive Plan were forfeited.

1999 Directors' Stock Option Plan

In October 1999, the Board approved the 1999 Directors' Stock Option Plan (the "Directors' Plan") covering an aggregate of 750,000 ordinary shares. The Directors' Plan became effective on the effective date of the initial public offering and provides a non-employee director after the completion of the offering (1) a non statutory stock option to purchase 37,500 ordinary shares on the date on which he or she first becomes a member of the Board of Directors, and (2) an additional non statutory stock option to purchase 15,000 shares on the date of each annual shareholders' meeting immediately thereafter, if on such date he or she has served on the Board for at least six months. All options granted under the Directors' Plan shall have an exercise price equal to 100% of the fair value of the shares on the date of grant and shall have a term of 10 years from the date of grant. All options granted under the Directors' Plan vest in full immediately upon grant. On September 27, 2005, the shareholders of the Company approved an increase to the aggregate number of ordinary shares issuable under the Directors' Plan from 750,000 ordinary shares to 1,125,000 ordinary shares. As of December 31, 2009, 318,000 options were outstanding under the Directors' Plan. Concurrent with the adoption of the 2007 Plan, all remaining shares available for grant under the Directors' Plan were forfeited.

Stock-based Compensation

	Year Ended December 31,		
	2009	2008	2007
	(In thousands)		
Included in:			
Costs of revenues	\$ 5,400	\$ 3,248	\$ 1,788
Sales and marketing	5,973	2,098	1,234
Product development	4,112	1,978	1,593
General and administrative	17,759	6,943	4,097
	<u>\$ 33,244</u>	<u>\$ 14,267</u>	<u>\$ 8,712</u>

Stock-based compensation expense for 2009 included \$10.7 million, which is attributable to the increase in fair value of the financed shares from the agreement date with New Wave in September 2009, when the price was set, to the closing date of the private equity financing in November 2009, the measurement date for accounting purposes. The difference between the fair value of financed shares beneficially owned by management at the closing date and the amount paid by management set at the agreement date is deemed as compensation and recorded as stock-based compensation expense.

As of December 31, 2009, there was \$28.0 million of unrecognized compensation cost, adjusted for estimated forfeitures, related to non-vested stock-based awards granted to the Company's employees and non-employee directors which will be recognized over a weighted-average period of 1.6 years. Total unrecognized compensation cost may be adjusted for future changes in estimated forfeitures.

Valuation of Stock Options

The assumptions used to value the Company's option grants were as follows:

	Year Ended December 31,		
	2009	2008	2007
Stock options:			
Expected term (in years)	n/a	4.0	4.0
Expected volatility	n/a	46% - 50%	50%
		2.0% -	
Risk-free interest rate	n/a	2.7%	3.2%
Expected dividend yield	n/a	0	0

No option was granted in 2009. Expected term represents the weighted average period of time that stock-based awards granted are expected to be outstanding giving consideration to historical exercise patterns. The simplified method was used for 2007 and 2008 due to the lack of industry comparison. Expected volatilities are based on

historical volatilities of the Company's ordinary shares over the respective expected term of the stock-based awards. Risk-free interest rate is based on US Treasury zero-coupon issues with maturity terms similar to the expected term on the stock-based awards. The Company does not anticipate paying any cash dividends in the foreseeable future.

The following table set forth the summary of number of shares available for issuance:

	<u>Shares Available</u> (In thousands)
December 31, 2007	4,569
Granted	(804)
Cancelled/expired/forfeited	<u>86</u>
December 31, 2008	3,851
Granted*	(2,202)
Cancelled/expired/forfeited	<u>95</u>
December 31, 2009	<u>1,744</u>

* In 2009, 1,258,000 restricted shares units, or 2,202,000 equivalent shares, were granted.

Summary of Stock Option

The following table sets forth the summary of option activities under the Company's stock option program:

	<u>Options Outstanding</u> (In thousands)	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Life</u> (In years)	<u>Aggregate Intrinsic Value</u> (In thousands)
December 31, 2007	2,800	\$ 23.41	5.22	\$ 58,981
Granted	676	\$ 33.94		
Exercised	(483)	\$ 21.82		
Cancelled/expired/forfeited	<u>(158)</u>	\$ 29.61		
December 31, 2008	2,835	\$ 25.85	4.39	\$ 4,018
Exercised	(1,118)	\$ 23.42		
Cancelled/expired/forfeited	<u>(138)</u>	\$ 29.31		
December 31, 2009	<u>1,579</u>	\$ 27.30	3.68	\$ 28,509
Vested and expected to vest as of				
December 31, 2008	2,736	\$ 25.63	4.38	\$ 4,018
Exercisable as of December 31, 2008	1,785	\$ 23.45	4.38	\$ 4,015
Vested and expected to vest as of				
December 31, 2009	1,550	\$ 27.17	3.68	\$ 28,194
Exercisable as of December 31, 2009	1,136	\$ 25.34	3.65	\$ 22,702

The weighted average estimated fair value of options granted during 2008 was \$13.75. The total intrinsic value of options exercised during 2009 and 2008 was \$21.6 million and \$11.6 million, respectively. The intrinsic value is calculated as the difference between the market value on the date of exercise and the exercise price of the shares. Cash received from the exercises of stock option during 2009 was \$25.4 million. As reported by the NASDAQ Global Selected Market, the Company's ending stock price as of December 31, 2009 and 2008 was \$45.18 and \$23.15, respectively.

As of December 31, 2009, there was \$7.7 million of unrecognized compensation cost, adjusted for estimated forfeitures, related to non-vested stock options granted to the Company's employees and non-employee directors. This cost is expected to be recognized over a weighted-average period of 2.0 years. Total unrecognized compensation cost may be adjusted for future changes in estimated forfeitures.

Information regarding the stock options outstanding at December 31, 2009 is summarized below:

Range of Exercise Prices	Options	Weighted Average	Options	Weighted Average	Weighted Average
	Outstanding (In thousands)	Exercise Price	Exercisable (In thousands)	Exercise Price	Remaining Contractual Life (In years)
\$1.32 - \$23.17	576	\$ 19.11	506	\$ 18.55	2.73
\$24.23 - \$33.29	763	\$ 29.45	455	\$ 27.75	4.24
\$33.68 - \$40.59	180	\$ 36.89	139	\$ 35.79	4.31
\$49.95	60	\$ 49.95	36	\$ 49.95	3.93
	<u>1,579</u>	\$ 27.30	<u>1,136</u>	\$ 25.34	3.68

Summary of Service-Based Restricted Share Units

Service-based restricted share units activities in 2009 and 2008 were as follows:

	Shares Granted (In thousands)	Weighted-Average Grant Date Fair Value
December 31, 2007	100	\$ 46.83
Vested	(25)	\$ 46.83
December 31, 2008	75	\$ 46.83
Awarded*	1,258	\$ 28.30
Vested	(458)	\$ 32.22
Cancelled	(8)	\$ 22.82
December 31, 2009	<u>867</u>	\$ 27.88

* In 2009, 42,000 restricted shares units were granted to non-employee directors.

Restricted share units are not considered outstanding in the computation of basic earnings per share. As of December 31, 2009, there was \$20.3 million of unrecognized compensation cost, adjusted for estimated forfeitures, related to non-vested, service-based restricted share units granted to the Company's employees and non-employee directors. This cost is expected to be recognized over a weighted-average period of 1.4 years.

Summary of Performance-Based Restricted Share Units

Performance-based restricted share units activities in 2009 and 2008 were as follows:

	Shares Granted (In thousands)	Weighted-Average Grant Date Fair Value
December 31, 2007	98	\$ 46.83
Awarded	73	\$ 33.29
Vested	(91)	\$ 41.80
Forfeited	(12)	\$ 37.84
December 31, 2008	68	\$ 40.57
Vested	(68)	\$ 40.57
December 31, 2009	<u>—</u>	—

Restricted share units are not considered outstanding in the computation of basic earnings per share. As of December 31, 2009, there was no unrecognized compensation cost related to non-vested, performance-based restricted share units granted to the Company's employees.

In September 2008, COHT adopted a 2008 Share Incentive Plan (“2008 COHT Plan”). The 2008 COHT Plan permits the granting of stock options, share appreciation rights, restricted share units and restricted shares of COHT to employees, directors and consultants. Estimated grant date fair value of options granted in 2009 and 2008 was \$0.5 million. Stock compensation expenses related to the grant are amortized over four years on a straight-line basis, with \$119,000 and \$42,000 expensed in 2009 and 2008, respectively. The 2008 COHT Plan was assumed by CRIC in the Transaction described in Note 3.

13. Segment Information

The Company currently operates in three principal business segments globally — advertising, MVAS and other non-advertising. Information regarding the business segments provided to the Company’s chief operating decision makers (“CODM”) are usually at the revenue or gross margin level. The Company currently does not allocate operating costs or assets to its segments, as its CODM does not use such information to allocate resources to or evaluate the performance of the operating segments.

The following is a summary of revenues, costs of revenues and gross margins:

	<u>Advertising</u>	<u>MVAS</u>	<u>Other</u>	<u>Total</u>
	(In thousands, except percentages)			
Year ended December 31, 2009:				
Net revenues	\$ 227,895	\$ 119,341	\$ 11,331	\$ 358,567
Costs of revenues	99,835	56,851	1,606	158,292
Gross margins	56%	52%	86%	56%
Year ended December 31, 2008:				
Net revenues	\$ 258,499	\$ 103,318	\$ 7,770	\$ 369,587
Costs of revenues	100,008	48,005	2,322	150,335
Gross margins	61%	54%	70%	59%
Year ended December 31, 2007:				
Net revenues	\$ 168,926	\$ 70,489	\$ 6,712	\$ 246,127
Costs of revenues	63,466	29,339	1,897	94,702
Gross margins	62%	58%	72%	62%

The following is a summary of the Company’s geographic operations:

	<u>China</u>	<u>International</u>	<u>Total</u>
	(In thousands)		
Year ended and as of December 31, 2009:			
Revenues	\$ 355,585	\$ 2,982	\$ 358,567
Long-lived assets	22,346	676	23,022
Year ended and as of December 31, 2008:			
Revenues	\$ 365,959	\$ 3,628	\$ 369,587
Long-lived assets	33,005	1,106	34,111
Year ended and as of December 31, 2007:			
Revenues	\$ 242,036	\$ 4,091	\$ 246,127
Long-lived assets	25,481	1,365	26,846

Revenues are attributed to the countries in which the invoices are issued. Long-lived assets comprise of the net book value of property and equipment.

14. Financial Instruments

Fair Value of Financial Instruments

Fair Value Measurements at December 31, 2009 (In thousands)

	Total	Quoted Prices in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Money market funds(1)	\$ 468,322	\$ 468,322	\$ —
Bank time deposits(2)	235,122	—	235,122
Total	\$ 703,444	\$ 468,322	\$ 235,122

Fair Value Measurements at December 31, 2008 (In thousands)

	Total	Quoted Prices in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Money market funds(1)	\$ 130,155	\$ 130,155	\$ —
Bank time deposits(2)	262,226	—	262,226
Corporate bonds and notes(3)	14,895	—	14,895
Total	\$ 407,276	\$ 130,155	\$ 277,121

- (1) Included in cash and cash equivalents on the Company's consolidated balance sheets.
- (2) Included in cash and cash equivalents and short-term investments on the Company's consolidated balance sheets.
- (3) Included in short-term investments on the Company's consolidated balance sheets.

Concentration of Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, marketable debt securities, accounts receivables. In addition, with majority of its operations in China, the Company is subject to RMB currency risk and offshore remittance risk, both of which the Company has no way to hedge.

The Company limits its exposure to credit loss by depositing its cash and cash equivalents with financial institutions in the U.S., the PRC, Hong Kong and Taiwan that management believes are of high credit quality. The Company usually invests in marketable debt securities with A ratings or above.

The Company had approximately \$331.5 million in cash and bank deposits, such as time deposits (with terms generally up to twelve months) and bank notes, with large domestic banks in China as of December 31, 2009. The remaining cash, cash equivalents and short-term investments were held by financial institutions in Hong Kong and the United States. Historically, deposits in Chinese banks were secure due to the state policy on protecting depositors' interests. However, China promulgated a new Bankruptcy Law that came into effect on June 1, 2007, which contains a separate article expressly stating that the State Council may promulgate implementation measures for the bankruptcy of Chinese banks based on the Bankruptcy Law. Under the new Bankruptcy Law, a Chinese bank may go bankrupt. In addition, since China's accession to WTO, foreign banks have been gradually permitted to operate in China and have become significant competitors to Chinese banks in many aspects, especially since the opening of RMB business to foreign banks in late 2006. Therefore, the risk of bankruptcy on Chinese banks in which the Company holds cash and bank deposits has increased. In the event that a Chinese bank that holds the Company's deposits goes bankrupt, the Company is unlikely to claim its deposits back in full, since it is unlikely to be classified as a secured creditor to the bank under the PRC laws.

Accounts receivable consist primarily of advertising agencies, direct advertising customers and mobile operators. As of December 31, 2009 and 2008, substantially all accounts receivable were derived from the Company's China operations.

For the years ended December 31, 2009, 2008, and 2007, advertising revenues from agencies were approximately 93%, 91% and 92%, respectively, of the Company's advertising revenues. Focus Media, a large advertising agency in China, through its subsidiaries and affiliates accounted for 12%, 14% and 15% of the Company's total net revenues in 2009, 2008 and 2007, respectively. No other individual advertising customer accounted for 10% or more of total net revenues for 2009, 2008 and 2007. Focus Media accounted for 17% and 18% of the Company's net accounts receivables as of December 31, 2009 and 2008, respectively. HY Link Advertising (BJ) Co., also a large advertising agency in China, accounted for 10% of the Company's net accounts receivables as of December 31, 2009 and 2008. Beijing Shiji Huamei Advertising Ltd., another large advertising agency in China, accounted for 11% of the Company's net accounts receivables as of December 31, 2008. No other individual advertising customer accounted for more than 10% of net accounts receivables as of December 31, 2009 and 2008.

With regards to the MVAS operations, revenues charged via provincial and local subsidiaries of China Mobile were 28%, 25% and 21% of the Company's net revenues in 2009, 2008, and 2007, respectively. Revenues from the SMS product line accounted for 15%, less than 10% and 15% of the Company's net revenues for 2009, 2008 and 2007, respectively. China Mobile and its provincial and local subsidiaries in aggregate accounted for 13% and 10% of the Company's net accounts receivables as of December 31, 2009 and 2008, respectively. Accounts receivable from third-party operators represent MVAS fees collected on behalf of the Company after deducting their billing and collection services and transmission charges. The Company maintains allowances for potential credit losses. Historically, the Company has not had any significant direct write off of bad debts.

The majority of the Company's net income was derived from China. The operations in China are carried out by the subsidiaries and VIEs. The Company depends on dividend payments from its subsidiaries in China for its revenues after these subsidiaries receive payments from VIEs in China under various services and other arrangements. In addition, under Chinese law, its subsidiaries are only allowed to pay dividends to the Company out of their accumulated profits, if any, as determined in accordance with Chinese accounting standards and regulations. Moreover, these Chinese subsidiaries are required to set aside at least 10% of their respective accumulated profits, if any, up to 50% of their registered capital to fund certain mandated reserve funds that are not payable or distributable as cash dividends. The appropriation to mandated reserve funds are assessed annually. As of December 31, 2009, the Company is subject to a maximum appropriation of \$12.8 million to these non-distributable reserve funds.

In 2009, the majority of the Company's revenues derived and expenses incurred were in Chinese RMB. The Company's cash, cash equivalents and short-term investments balance denominated in Chinese RMB was approximately \$330.3 million, which accounted for approximately 40% of its total cash, cash equivalents and short-term investments balance as of December 31, 2009. The Company's accounts receivable balance denominated in Chinese RMB was approximately \$74.3 million, which accounted for approximately 99% of its net accounts receivable balance. The Company's current liabilities balance denominated in Chinese RMB was approximately \$88.1 million, which accounted for approximately 39% of its total current liabilities balance as of December 31, 2009. Accordingly, the Company may experience economic losses and negative impacts on earnings and equity as a result of exchange rate fluctuations in the currency of the PRC. Moreover, the Chinese government imposes controls on the convertibility of RMB into foreign currencies and, in certain cases, the remittance of currency out of the PRC. The Company may experience difficulties in completing the administrative procedures necessary to obtain and remit foreign currency.

The Company performed a test on the restricted net assets of consolidated subsidiaries and VIEs (the "restricted net assets") in accordance with Securities and Exchange Commission Regulation S-X Rule 4-08 (e) (3), "General Notes to Financial Statements" and concluded that the restricted net assets did not exceed 25% of the consolidated net assets of the Company as of December 31, 2009.

15. Convertible Debt

In 2003, the Company issued \$100 million of zero-coupon, convertible, subordinated notes (the “Notes”) due 2023. During 2007, \$1 million of the Notes were converted to SINA ordinary shares upon purchase’s request. The Notes were issued at par and bear no interest. The Notes will be convertible into SINA ordinary shares, upon satisfaction of certain conditions, at an initial conversion price of \$25.79 per share, subject to adjustments for certain events. One of the conditions for conversion of the Notes to SINA ordinary shares is conversion upon satisfaction of market price condition, when the sale price (defined as closing per share sales price) of SINA ordinary shares reaches a specified threshold for a defined period of time. The specified thresholds are (i) during the period from issuance to July 15, 2022, if the sale price of SINA ordinary shares, for each of any five consecutive trading days in the immediately preceding fiscal quarter, exceeds 115% of the conversion price per ordinary share, and (ii) during the period from July 15, 2022 to July 15, 2023, if the sale price of SINA ordinary shares on the previous trading day is more than 115% of the conversion price per ordinary share. For the quarter ended March 31, 2010, the sale price of SINA ordinary shares exceeded the threshold set forth in item (i) above; therefore, the Notes are convertible into SINA ordinary shares during the quarter ending June 30, 2010.

Upon a purchaser’s election to convert the Notes, the Company has the right to deliver cash in lieu of ordinary shares, or a combination of cash and ordinary shares. The Company may redeem for cash all or part of the Notes on or after July 15, 2012, at a price equal to 100% of the principal amount of the Notes being redeemed. The purchasers may require the Company to repurchase all or part of the Notes for cash on July 15 annually from 2007 through 2013, and on July 15, 2018, or upon a change of control, at a price equal to 100% of the principal amount of the Notes.

In accordance with guidance, obligations such as the Notes are considered current liabilities when they are or will be callable within one year from the balance sheet date, even though liquidation may not be expected within that period. These notes were accounted for in accordance with the revised guidance on accounting for convertible debt instrument issued by the FASB which the Company adopted on January 1, 2009.

16. Commitments and Contingencies

Operating leases commitment include the commitment under the lease agreements for the Company’s office premises. The Company leases its office facilities under non-cancelable operating leases with various expiration dates through 2014. For the years ended December 31, 2009, 2008 and 2007, rental expense was \$7.6 million, \$6.5 million and \$4.9 million, respectively. Based on the current rental lease agreements, future minimum rental payments required as of December 31, 2009 were as follows:

	<u>Total</u>	<u>Less than One Year</u>	<u>One to Three Years</u>	<u>Three to Five Years</u>	<u>More than Five Years</u>
	(In thousands)				
Operating leases commitment	\$ 17,705	\$ 2,563	\$ 15,111	\$ 31	\$ —

Purchase commitments mainly include minimum commitments for Internet connection fees associated with websites production, content fees associated with websites production and MVAS, advertising serving services and marketing activities. Purchase commitments as of December 31, 2009 were as follows:

	<u>Total</u>	<u>Less than One Year</u>	<u>One to Three Years</u>	<u>Three to Five Years</u>	<u>More than Five Years</u>
	(In thousands)				
Purchase commitments	\$ 35,044	\$ 29,548	\$ 5,267	\$ 82	\$ 147

There are uncertainties regarding the legal basis of our ability to operate an Internet business and telecommunication value-added services in China. Although China has implemented a wide range of market-oriented economic reforms, the telecommunication, information and media industries remain highly regulated. Not only are such restrictions currently in place, but in addition regulations are unclear as to in which specific segments of these industries companies with foreign investors, including us, may operate. Therefore, the Company might be required to limit the scope of its operations in China, and this could have a material adverse effect on its financial position, results of operations and cash flows.

As of the date the Company filed this Form 20-F, there are no legal or arbitration proceedings that have had in the recent past, or to the Company's knowledge, may have, significant effects on the Company's financial position or profitability.

17. Subsequent Events

The Company has performed an evaluation of subsequent events through the filing date of these consolidated financial statements, noting no other events or transactions requiring recognition or disclosure.

SHARE SUBSCRIPTION AGREEMENT

Between
SINA CORPORATION
and
NEW-WAVE INVESTMENT HOLDING COMPANY LIMITED
Dated as of September 22, 2009

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
SECTION 1.01. Certain Defined Terms	1
SECTION 1.02. Definitions	3
SECTION 1.03. Interpretation and Rules of Construction	3
ARTICLE II	
SUBSCRIPTION	
SECTION 2.01. Subscription of the Ordinary Shares	4
SECTION 2.02. Closing	4
SECTION 2.03. Closing Deliveries by the Company	4
SECTION 2.04. Closing Deliveries by the Purchaser	5
ARTICLE III	
REPRESENTATIONS AND WARRANTIES OF THE COMPANY	
SECTION 3.01. Organization, Authority and Qualification of the Company	5
SECTION 3.02. Capitalization	6
SECTION 3.03. No Conflict	6
SECTION 3.04. Governmental Consents and Approvals	7
SECTION 3.05. SEC Documents	7
SECTION 3.06. No Other Representations and Warranties	7
ARTICLE IV	
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER	
SECTION 4.01. Organization and Authority of the Purchaser	8
SECTION 4.02. No Conflict	8
SECTION 4.03. Governmental Consents and Approvals	8
SECTION 4.04. Absence of Litigation	8
SECTION 4.05. Brokers	9
SECTION 4.06. Purchase Entirely for Own Account	9
SECTION 4.07. Restricted Securities	9
SECTION 4.08. Legends	9
SECTION 4.09. Accredited Investor	9

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.01. Listing Matters	10
SECTION 5.02. Lock-Up Arrangement	10
SECTION 5.03. Further Action	10

ARTICLE VI

CONDITIONS TO CLOSING

SECTION 6.01. Conditions to Obligations of the Company	11
SECTION 6.02. Conditions to Obligations of the Purchaser	11

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

SECTION 7.01. Termination	12
SECTION 7.02. Effect of Termination	13

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.01. Expenses	13
SECTION 8.02. Representations, Warranties and Agreements to Survive	13
SECTION 8.03. Notices	13
SECTION 8.04. Public Announcements	14
SECTION 8.05. Severability	14
SECTION 8.06. Entire Agreement	14
SECTION 8.07. Assignment	14
SECTION 8.08. Amendment	15
SECTION 8.09. Waiver	15
SECTION 8.10. No Third Party Beneficiaries	15
SECTION 8.11. Currency	15
SECTION 8.12. Governing Law	15
SECTION 8.13. Waiver of Jury Trial	15
SECTION 8.14. Counterparts	16

This Share Subscription Agreement (this "Agreement") is dated as of September 22, 2009, between SINA Corporation, a Cayman Islands corporation (the "Company"), and New-Wave Investment Holding Company Limited, a British Virgin Islands corporation (the "Purchaser").

BACKGROUND

The Company wishes to issue and sell to the Purchaser, and the Purchaser wishes to subscribe for and purchase from the Company, ordinary shares of the Company, par value \$0.133 per share (the "Ordinary Shares"), upon the terms and subject to the conditions set forth herein.

Concurrently herewith, the parties hereto are executing and delivering a Registration Rights Agreement in the form attached hereto as Exhibit A (as amended, modified, restated or supplemented from time to time, the "Registration Rights Agreement"), pursuant to which, among other things, the Company agrees to provide certain registration rights with respect to the Ordinary Shares under the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder (the "Securities Act").

In consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Company and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. For purposes of this Agreement:

"Action" means any claim, complaint, action, suit, arbitration, litigation, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the city of Beijing, Shanghai, Hong Kong, Washington D.C. or New York.

"Company's Knowledge", "Knowledge of the Company" or similar terms used in this Agreement mean the actual knowledge of the Persons listed in Exhibit 1.01(b) as of the date of this Agreement.

"control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the

ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Encumbrance” means any security interest, pledge, hypothecation, mortgage, lien or encumbrance, other than any licenses of Intellectual Property.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“GAAP” means United States generally accepted accounting principles and practices in effect from time to time applied consistently throughout the periods involved.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Material Adverse Effect” means any circumstance, change in or effect on the Company and the Subsidiaries that is materially adverse to the consolidated results of operations or the consolidated financial condition of the Company and the Subsidiaries, taken as a whole; provided, however, that none of the following, either alone or in combination, shall be considered in determining whether there has been a breach of a representation, warranty, covenant or agreement that is qualified by the term “Material Adverse Effect”:

- (a) events, circumstances, changes or effects that generally affect the industries in which the Company and the Subsidiaries operate (including legal and regulatory changes),
- (b) general economic or political conditions or events, circumstances, changes or effects affecting the securities markets generally,
- (c) any adverse effect resulting from any change in GAAP or any applicable Law or agency requirements of any Governmental Authority, or regulatory requirements, in each case, proposed, adopted or enacted after the date hereof, or the interpretation or enforcement thereof,
- (d) changes arising from the consummation of the transactions contemplated by, or the announcement of the execution of, this Agreement,
- (e) any changes in the price or trading volume of the Ordinary Shares on the NASDAQ Global Select Market,
- (f) the public announcement or pendency of the transactions contemplated hereby,
- (g) the failure of the Company to meet internal or analysts’ expectations or projections with respect to its business,
- (h) any circumstance, change or effect that results from any action taken pursuant to or in accordance with this Agreement or at request of the Purchaser and
- (i) changes caused by a material worsening of current conditions caused by any natural disasters, acts of terrorism, hostilities or war (whether or not declared) occurring after the date hereof.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

“Purchaser Note” means the \$99,000,000 principal amount of zero-coupon, convertible, subordinated notes due 2023 issued by the Company.

“Subscription Shares” means the number of the Ordinary Shares equal to the quotient of (a) \$180,000,000 divided by (b) the average closing price of the Ordinary Shares on each of the twenty (20) consecutive trading days occurring immediately prior to (but not including) the date hereof.

“Subsidiaries” means, with respect to the Company, a corporation, partnership, limited liability company, joint venture or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, directly or indirectly, through one or more intermediaries (including, without limitation, other Subsidiaries), or both, by the Company.

SECTION 1.02. Definitions. The following terms have the meanings set forth in the Sections set forth below:

<u>Definition</u>	<u>Location</u>
“Agreement”	Preamble
“Closing”	2.02
“Closing Date”	2.02
“Company”	Preamble
“Ordinary Shares”	Recitals
“Purchaser”	Preamble
“Purchaser Option”	3.02
“Restriction Share Unit”	3.02
“Registration Rights Agreement”	Recitals
“SEC”	Preamble to Article III
“SEC Documents”	Preamble to Article III
“Securities Act”	Recitals
“Subscription Price”	2.01

SECTION 1.03. Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

- (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;
- (b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

(d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor Laws;

(h) references to a Person are also to its successors and permitted assigns; and

(i) the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

ARTICLE II

SUBSCRIPTION

SECTION 2.01. Subscription of the Ordinary Shares. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Company shall issue to the Purchaser, and the Purchaser shall subscribe from the Company, the Subscription Shares at the subscription price of \$180,000,000 (the “Subscription Price”).

SECTION 2.02. Closing. Subject to the terms and conditions of this Agreement, the issuance, sale and subscription of the Subscription Shares contemplated by this Agreement shall take place at a closing (the “Closing”) to be held at the offices of the Company at 20/F Beijing Ideal International Plaza, No. 58 Northwest 4th Ring Road, Haidian District, Beijing, 100080, People’s Republic of China at 10:00 a.m. Beijing time on the fifth Business Day following the satisfaction or waiver of the conditions to the obligations of the parties hereto set forth in Section 6.01 and Section 6.02 or at such other place or at such other time or on such other date as the Company and the Purchaser may mutually agree upon in writing (the date of the Closing, the “Closing Date”).

SECTION 2.03. Closing Deliveries by the Company. At the Closing, the Company shall deliver or cause to be delivered to the Purchaser:

(a) duly issued certificates evidencing the Subscription Shares, registered in the name of the Purchaser;

- (b) executed counterparts of the Registration Rights Agreement to which the Company is a party;
- (c) a receipt for the Subscription Price; and
- (d) a certificate of a duly authorized officer of the Company certifying as to the matters set forth in Section 6.02(a).

SECTION 2.04. Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver to the Company:

- (a) the Subscription Price by wire transfer in immediately available funds to the bank account to be designated by the Company in a written notice to the Purchaser at least two (2) Business Days before the Closing;
- (b) executed counterparts of the Registration Rights Agreement to which the Purchaser is a party; and
- (c) a certificate of a duly authorized officer of the Purchaser certifying as to the matters set forth in Section 6.01(a).

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As an inducement to the Purchaser to enter into this Agreement, the Company hereby represents and warrants to the Purchaser as of the date of this Agreement and as of the Closing Date (except for those representations and warranties made as of a specific date or time) that, except as set forth in any forms, reports and documents filed or furnished by the Company with the Securities and Exchange Commission (the “SEC”) under the Exchange Act (such documents, as supplemented and amended since the times of filing, collectively, the “SEC Documents”) filed prior to the date of this Agreement (and without regard to any amendment thereto filed after the date of this Agreement) to the extent such information is reasonably apparent as pertaining to any section of this Article III:

SECTION 3.01. Organization, Authority and Qualification of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Cayman Islands and has all necessary corporate power and authority to enter into this Agreement and the Registration Rights Agreement, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Company is duly licensed or qualified to do business and is in good standing in each jurisdiction which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing would not (a) adversely affect the ability of the Company to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Registration Rights Agreement, or (b) otherwise have a Material Adverse Effect. The execution and delivery of this Agreement and the Registration Rights Agreement by the Company, the performance by

the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of the Company and its stockholders. This Agreement has been, and upon its execution the Registration Rights Agreement shall have been, duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement constitutes, and upon its execution the Registration Rights Agreement shall constitute, legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

SECTION 3.02. Capitalization. The authorized capital of the Company consists of 150,000,000 Ordinary Shares. As of December 31, 2008, (i) 56,120,785 Ordinary Shares were issued and outstanding, all of which are duly authorized, validly issued, fully paid and nonassessable, (ii) 2,834,542 Ordinary Shares were issuable upon the exercise of share options granted pursuant to the Company's 2007 Share Incentive Plan and 1999 Stock Plan, respectively (the "Purchaser Options") and (iii) 143,448 restricted share units of the Company were outstanding under the Purchaser's 2007 Share Incentive Plan (the "Restricted Share Units") and (iv) 3,838,697 Ordinary Shares are issuable upon the conversion of the Purchaser Note. None of the issued and outstanding Ordinary Shares were issued in violation of any preemptive rights. Except for the Purchaser Note, the Purchaser Options, the Restricted Share Units, there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the Ordinary Shares or obligating the Company to issue or sell any Ordinary Shares, or any other interest in, the Company. Other than the repurchase program announced on December 31, 2008, there are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any Ordinary Shares or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. The Ordinary Shares constitute all of the issued and outstanding share capital of the Company. Upon consummation of the transactions contemplated by this Agreement, the Subscription Shares issued to the Purchaser will be duly authorized, validly issued, fully paid and nonassessable and free of any Encumbrances (other than those created by the Purchaser), except for any restrictions on transfer as set forth in this Agreement or imposed by applicable securities Laws. There are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Ordinary Shares.

SECTION 3.03. No Conflict. Assuming that all consents, approvals, authorizations and other actions described in Section 3.04 have been obtained, all filings and notifications listed in Section 3.04 have been made, and except as may result from any facts or circumstances relating solely to the Purchaser, the execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Company do not and will not (a) violate, conflict with or result in the breach of the certificate of incorporation or bylaws (or similar organizational documents) of the Company, (b) conflict with or violate any Law or Governmental Order applicable to the Company or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Company is a party, except, in the case of clauses (b) and (c), as would not (i) materially and adversely affect the ability of the Company to carry out its obligations under, and to consummate

the transactions contemplated by, this Agreement and the Registration Rights Agreement or (ii) otherwise have a Material Adverse Effect.

SECTION 3.04. Governmental Consents and Approvals. The execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Company do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except (a) the filing with the SEC of one or more registration statements in accordance with the requirements of the Registration Rights Agreement, (b) filings required by applicable securities Laws, (c) the filings of any requisite notices and/or applications to the NASDAQ Global Select Market for the issuance and sale of the Subscription Shares and the listing of the Subscription Shares for trading or quotation in the time and manner required thereby, (d) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Company of the transactions contemplated by this Agreement and the Registration Rights Agreement and would not have a Material Adverse Effect or (e) as may be necessary as a result of any facts or circumstances relating solely to the Purchaser or any of its Affiliates.

SECTION 3.05. SEC Documents. Since December 31, 2005, the Company has filed or furnished all forms, reports, documents and other materials required to be filed by it with the SEC. As of the respective dates, or, if amended, as of the date of the last such amendment, the SEC Documents, including any financial statements or schedules included therein, (i) were prepared in all material respects in accordance with either the requirements of the Securities Act or the Exchange Act, as the case may be and (ii) did not, at the time they were filed, or, if amended, as of the date of such amendment, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

SECTION 3.06. No Other Representations and Warranties. None of the Company or any other Person has made any representation or warranty, expressed or implied, as to the Company, the Subsidiaries, or their respective businesses, or the accuracy or completeness of any information regarding the Company, the Subsidiaries, or their respective businesses furnished or made available to the Purchaser and its representatives, except as expressly set forth in this Article III of this Agreement. The Purchaser has not relied on any representation or warranty from the Company or any other Person in determining to enter into this Agreement or the Registration Rights Agreement, except as expressly set forth in this Article III of this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As an inducement to the Company to enter into this Agreement, the Purchaser hereby represents and warrants to the Company as of the date of this Agreement and as of the

Closing Date (except for those representations and warranties made as of a specific date or time) that:

SECTION 4.01. Organization and Authority of the Purchaser. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has all necessary corporate power and authority to enter into this Agreement and the Registration Rights Agreement to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Purchaser is duly licensed or qualified to do business and is in good standing in each jurisdiction which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing would not adversely affect the ability of the Purchaser to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Registration Rights Agreement. The execution and delivery by the Purchaser of this Agreement and the Registration Rights Agreement to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been, and upon its execution the Registration Rights Agreement to which the Purchaser is a party shall have been, duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Company) this Agreement constitutes, and upon its execution the Registration Rights Agreement to which the Purchaser is a party shall constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms.

SECTION 4.02. No Conflict. Except as may result from any facts or circumstances relating solely to the Company, the execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Purchaser do not and will not (a) violate, conflict with or result in the breach of the certificate of incorporation or bylaws (or similar organizational documents) of the Purchaser, (b) conflict with or violate any Law or Governmental Order applicable to the Purchaser or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Purchaser is a party, except, in the case of clauses (b) and (c), as would not materially and adversely affect the ability of the Purchaser to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Registration Rights Agreement.

SECTION 4.03. Governmental Consents and Approvals. The execution, delivery and performance by the Purchaser of this Agreement and the Registration Rights Agreement to which the Purchaser is a party do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Authority.

SECTION 4.04. Absence of Litigation. There are no Action by or against the Purchaser is pending or, to the best knowledge of the Purchaser, threatened, which could affect

the legality, validity or enforceability of this Agreement, the Registration Rights Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 4.05. Brokers. 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 or the Registration Rights Agreement based upon arrangements made by or on behalf of the Purchaser.

SECTION 4.06. Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Subscription Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.

SECTION 4.07. Restricted Securities. The Purchaser understands that the Subscription Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the shares indefinitely unless they are registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the shares for resale except as set forth in the Registration Rights Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

SECTION 4.08. Legends. The Purchaser understands that the Subscription Shares and any securities issued in respect of or exchange for the Subscription Shares, may bear one or all of the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SAID ACT OR AN EXEMPTION THEREFROM."

(b) Any legend required by the securities laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

SECTION 4.09. Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

ARTICLE V
ADDITIONAL AGREEMENTS

SECTION 5.01. Listing Matters. (a) The Company shall promptly prepare and submit to The Nasdaq Stock Market, Inc. a listing application covering the Subscription Shares and shall use its reasonable efforts to obtain, prior to the Closing, approval for the listing of the Subscription Shares on the NASDAQ Global Select Market, subject to official notice of issuance to The Nasdaq Stock Market, Inc. The Purchaser shall fully cooperate with the Company with respect to such application.

(b) The Company shall disclose in its subsequent annual report on Form 20-F or, no later than the date on which its subsequent annual report on Form 20-F is required to be filed, in English on its corporate website, that it does not follow the requirement of NASDAQ Listing Rule 4350(i) and include a brief statement of the Cayman Islands practice it follows in lieu of that requirement. If the Company provides the disclosure only on its website, it shall state so in its annual report on Form 20-F and provide the web address at which the information may be obtained.

(c) Prior to the Closing, the Company will submit to The NASDAQ Stock Market, Inc. a written statement from a Cayman Islands counsel certifying that the Company's practices, including in particular practices not in compliance with the matters described in NASDAQ Listing Rule 4350(i), are not prohibited by the Laws of the Cayman Islands.

(d) Within thirty (30) Business Days after the Closing Date, the Company shall file a registration statement with the SEC on Form F-3 under the Securities Act covering all of the Subscription Shares.

SECTION 5.02. Lock-Up Arrangement. During a period of six (6) months from the Closing Date, the Purchaser shall not, without the prior written consent of the Company, directly or indirectly, (i) issue, sell, offer or agree to sell, grant any option for the sale of, or otherwise transfer or dispose of, any Ordinary Shares, (ii) offer, pledge, encumber, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, lend or otherwise transfer or dispose of any Ordinary Shares or (iii) enter into any swap or other agreement or any transaction that transfers, in whole or in part, the economic consequences of ownership of any Ordinary Shares, whether any such swap or transaction described in clause (ii) or (iii) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise. In order to enforce the foregoing covenants, the Company may impose stop-transfer instructions with respect to the Ordinary Shares owned by the Purchaser.

SECTION 5.03. Further Action. The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the Registration Rights Agreement and consummate and make effective the transactions contemplated hereby and thereby.

ARTICLE VI
CONDITIONS TO CLOSING

SECTION 6.01. Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. (i) the representations and warranties of the Purchaser contained in this Agreement (A) that are not qualified as to “materiality” shall be true and correct in all material respects as of the Closing and (B) that are qualified as to “materiality” shall be true and correct as of the Closing, except to the extent such representations and warranties are made as of another date, in which case such representations and warranties shall be true and correct in all material respects or true and correct, as the case may be, as of such other date, and (ii) the covenants and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with in all material respects;

(b) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that has the effect of making the transactions contemplated by this Agreement or the Registration Rights Agreement illegal or otherwise restraining or prohibiting the consummation of such transactions;

(c) Delivery of Cayman Legal Opinion. Cayman counsel for the Company shall have completed delivery of a legal opinion to The Nasdaq Stock Market, Inc. that affirms that Cayman law does not require shareholder approval for a sale of the Ordinary Shares at a discount to a related party of the Company; and

(d) Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Subscription Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

SECTION 6.02. Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of the Company contained in this Agreement (A) that are not qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all material respects as of the Closing and (B) that are qualified as to “materiality” or “Material Adverse Effect” shall be true and correct as of the Closing, other than such representations and warranties that are made as of another date, in which case such representations and warranties shall be true and correct in all material respects or true and correct, as the case may be, as of such other date, and (ii) the covenants and agreements

contained in this Agreement to be complied with by the Company at or before the Closing shall have been complied with in all material respects;

(b) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that has the effect of making the transactions contemplated by this Agreement or the Registration Rights Agreement illegal or otherwise restraining or prohibiting the consummation of such transactions;

(c) Financing. The Purchaser shall have obtained financing on terms acceptable to it in its sole discretion and sufficient to enable it to consummate the transactions contemplated by this Agreement; and

(d) LAS Notification. An LAS notification with respect to the issuance and sale of the Subscription Shares shall have been filed with The Nasdaq Stock Market, Inc.

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

SECTION 7.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by either the Company or the Purchaser if the Closing shall not have occurred by November 15, 2009; provided, however, that the right to terminate this Agreement under this Section 7.01(a) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(b) by either the Purchaser or the Company in the event that any Governmental Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement shall have become final and nonappealable;

(c) by the Company if the Purchaser shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement which would give rise to the failure of a condition set forth in Article VI, which breach cannot be or has not been cured within 30 days after the giving of written notice by the Company to the Purchaser specifying such breach,

(d) by the Purchaser if the Company shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement which would give rise to the failure of a condition set forth in Article VI, which breach cannot be or has not been cured within 30 days after the giving of written notice by the Purchaser to the Company specifying such breach; or

(e) by the mutual written consent of the Company and the Purchaser.

SECTION 7.02. Effect of Termination. In the event of termination of this Agreement as provided in Section 7.01, this Agreement shall forthwith become void and there shall be no liability on the part of either party hereto except (a) as set forth in Article VIII and (b) that nothing herein shall relieve either party from liability for any breach of this Agreement occurring prior to such termination.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 8.01. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

SECTION 8.02. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements made by the parties hereto and contained in this Agreement or in certificates of officers of a party submitted pursuant hereto shall survive the Closing (*provided that* such representations and warranties shall survive only for a period of two years after the Closing) remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Purchaser or the Company or any Person controlling any of them and (ii) delivery of and payment for the Subscription Shares.

SECTION 8.03. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.03):

(a) if to the Company:

20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100080
People's Republic of China

Fax: (8610)-82607167
Attention: Chair of the Audit Committee

with a copy to:

Orrick Herrington & Sutcliffe
1000 Marsh Road,
Menlo Park, CA 94024

Fax: 1-650-614-7401
Attention: David C. Lee

(b) if to the Purchaser:

20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100080
People's Republic of China

Fax: (8610)-82607167
Attention: Chief Executive Officer

with a copy to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing, 100022 China

Attention: Lee Edwards
Fax: (8610) 6563-6000

SECTION 8.04. Public Announcements. The Purchaser shall not issue any press release or otherwise make any public statements with respect to this Agreement and the Registration Rights Agreement or the transactions contemplated hereby and thereby without the prior written consent of the Company.

SECTION 8.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 8.06. Entire Agreement. This Agreement and the Registration Rights Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Company and the Purchaser with respect to the subject matter hereof and thereof.

SECTION 8.07. Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the Company and the Purchaser (which consent may be granted or withheld in the sole discretion of the Company or the Purchaser), as the case may be.

SECTION 8.08. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Company and the Purchaser or (b) by a waiver in accordance with Section 8.09.

SECTION 8.09. Waiver. Either party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto or (c) waive compliance with any of the agreements of the other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

SECTION 8.10. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

SECTION 8.11. Currency. Unless otherwise specified in this Agreement, all references to "\$", currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars.

SECTION 8.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of The City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of The City of New York for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.

SECTION 8.13. Waiver of Jury Trial. Each of the parties hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby. Each of the parties hereby (a) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and

(b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated by this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 8.13.

SECTION 8.14. Counterparts. This Agreement may be executed and delivered (including by facsimile and electronic transmission) 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 agreement.

IN WITNESS WHEREOF, the Company and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SINA CORPORATION

By: /s/ Ter-Fung Tsao
Name: Ter-Fung Tsao
Title: Director

NEW-WAVE INVESTMENT HOLDING COMPANY
LIMITED

By: /s/ Charles Chao
Name: Charles Chao
Title: Sole Director

LETTER AMENDMENT

September 23, 2009

SINA CORPORATION
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100080
People's Republic of China

Attention: Chair of the Audit Committee

Dear Mr. Tsao:

Reference is made to (i) the Share Subscription Agreement, dated as of September 22, 2009 (the "Subscription Agreement") between SINA CORPORATION, a Cayman Islands corporation (the "Company"), and NEW-WAVE INVESTMENT HOLDING COMPANY LIMITED, a British Virgin Islands corporation (the "Purchaser"), and (ii) the Registration Rights Agreement (the "Registration Rights Agreement"), together with the Subscription Agreement, the "Transaction Agreements", dated as of September 22, 2009, between the Company and the Purchaser.

Pursuant to and in accordance with Section 8.08 of the Subscription Agreement and Section 12(c)(i) of the Registration Rights Agreement, the Purchaser and the Company hereby agree that the Transaction Agreements are amended as follows:

All references to "September 22, 2009" in the Transaction Agreements shall be deleted in its entirety and be replaced with "September 21, 2009."

Except as specifically set forth above, the terms and conditions of the Transaction Agreements shall remain unchanged and in full force and effect, and are hereby ratified and confirmed in all respects.

This letter amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

This letter amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. This letter amendment may be executed and delivered in counterpart signature pages executed and delivered via electronic or facsimile transmission, and any such counterpart executed and delivered via electronic or facsimile transmission shall be deemed an original for all intents and purposes.

Very truly yours,

NEW-WAVE INVESTMENT HOLDING
COMPANY LIMITED

By: /s/ Charles Chao

Name: CHARLES CHAO

Title: SOLE DIRECTOR

This letter amendment is hereby agreed and
accepted as of the date first set forth above by:

SINA CORPORATION

By: /s/ Ter-Fung Tsao

Name: Ter-Fung Tsao

Title: Director

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

between
NEW-WAVE INVESTMENT HOLDING COMPANY LIMITED
and
SINA CORPORATION
Dated as of November 18, 2009

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT, dated as of November 18, 2009 (as amended and restated, this "Agreement"), between NEW-WAVE INVESTMENT HOLDING COMPANY LIMITED, a company organized under the laws of the British Virgin Islands ("New-Wave"), and SINA CORPORATION, a company organized under the laws of the Cayman Islands (the "Company").

WHEREAS, the Company and New-Wave entered into a Subscription Agreement dated September 21, 2009 (the "Subscription Agreement"; capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Subscription Agreement), pursuant to which, upon the terms and subject to the conditions thereof, New-Wave will acquire, on the Closing Date (as defined below) 5,608,612 ordinary shares (the "Subscription Shares") of the Company, par value US\$0.133 each (the "Shares");

WHEREAS, in connection with the transfer of the Subscription Shares, the Company and New-Wave entered into a Registration Rights Agreement dated September 22, 2009 (the "Original Agreement") pursuant to which the Company agreed to provide New-Wave certain registration rights with respect to the Subscription Shares;

WHEREAS, New-Wave and Merrill Lynch International (the "Lender") have entered into a Margin Loan Agreement, dated as of the Closing Date (the "Margin Loan Agreement");

WHEREAS, New-Wave subsequently entered into a Share Subscription Agreement, dated November 17, 2009 (the "PE Subscription Agreement", with the persons listed on Schedule 1 hereto (collectively, the "Investors"), pursuant to which New-Wave agreed to issue and sell to each Investor, and each Investor has agreed to subscribe for and purchase from New-Wave preferred shares of New-Wave, par value \$0.01 per share (the "Preferred Shares");

WHEREAS, in connection with the issuance of the Preferred Shares to the Investors pursuant to the PE Subscription Agreement, the Company and New-Wave desire to enter into this Agreement to amend and restate the Original Agreement in its entirety with effect from the Closing Date; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.

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

1. Definitions.

(a) For purposes of this Agreement:

“affiliate” of a specified person means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

“Closing Date” has the meaning ascribed to such term in the Subscription Agreement.

“control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Equity Securities” means the ordinary shares of the Company, and all direct or indirect options, warrants, convertible securities or other rights to acquire any ordinary shares of the Company or securities or instruments exchangeable or exercisable for, or convertible into, ordinary shares of the Company.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and all rules and regulations promulgated thereunder.

“Holder” shall mean New-Wave and any transferee to whom Registrable Securities are permitted to be transferred from New-Wave; and, in each case, who continues to be entitled to the rights and subject to the obligations of a Holder hereunder.

“Lockup Expiration Date” means the date immediately following the sixth-month anniversary of the Closing Date.

“NASDAQ” means The Nasdaq Stock Market, Inc., or any successor entity thereof.

“person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

“Registrable Securities” means all and any Shares held by a Holder (including any securities issuable or issued or distributed in respect of any such Shares by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, reorganization, merger, amalgamation, consolidation or otherwise). For purposes of this Agreement, Registrable Securities shall cease to be Registrable Securities when (i) a Registration Statement covering such Registrable Securities has been declared effective under the Securities Act by the SEC and such Registrable Securities have been disposed of pursuant to such effective Registration Statement, (ii) the entire amount of the Registrable Securities proposed to be sold by a Holder in a single sale, in the opinion of counsel satisfactory to the Company and such Holder, each in their reasonable judgment, may be distributed to the public in the United States pursuant to Rule 144 (or any successor provision then in effect) under the Securities Act in any three-month period, (iii) any such Registrable Securities have been sold in a sale made pursuant to

Rule 144 (or any successor provision then in effect) under the Securities Act or (iv) such Registrable Securities are saleable pursuant to Rule 144(k) under the Securities Act.

“Registration Expenses” means all expenses in connection with or incident to the registration of Registrable Securities hereunder, including (a) all SEC and any NASDAQ registration and filing fees and expenses, (b) all fees and expenses in connection with the registration or qualification of Registrable Securities for offering and sale under the securities or “blue sky” laws of any state or other jurisdiction of the United States of America and, in the case of an underwritten offering, determination of their eligibility for investment under the laws of such jurisdictions as the managing underwriter or underwriters may reasonably designate, including reasonable fees and disbursements, if any, of counsel for the underwriters in connection with such registrations or qualifications and determination, (c) all expenses relating to the preparation, printing, distribution and reproduction of any Registration Statement required to be filed hereunder, each prospectus included therein or prepared for distribution pursuant hereto, each amendment or supplement to the foregoing, the expenses of preparing Registrable Securities in a form for delivery for purchase pursuant to such registration or qualification and the expense of printing or producing any underwriting agreement(s) and agreement(s) among underwriters and any “blue sky” or legal investment memoranda, any selling agreements and all other documents approved for use in writing by the Company to be used in connection with the offering, sale or delivery of Registrable Securities, (d) messenger, telephone and delivery expenses of the Company and out-of-pocket travel expenses incurred by or for the Company’s personnel for travel undertaken for any “road show” made in connection with the offering of securities registered thereby, (e) fees and expenses of any transfer agent and registrar with respect to the delivery of any Registrable Securities and any escrow agent or custodian involved in the offering, (f) fees, disbursements and expenses of counsel of the Company and independent certified public accountants of the Company incurred in connection with the registration, qualification and offering of the Registrable Securities (including the expenses of any opinions or “comfort” letters required by or incident to such performance and compliance), (g) fees, expenses and disbursements of counsel and any other persons retained by the Company, including special experts retained by the Company in connection with such registration, (h) Securities Act liability insurance, if the Company desires such insurance and (i) the fees and expenses incurred by the Company and its advisers in connection with the quotation or listing of Registrable Securities on any securities exchange or automated securities quotation system. Any brokerage commissions attributable to the sale of any of the Registrable Securities, and any commissions, fees, discounts or, except as specified in the immediately preceding sentence, expenses of any underwriter or placement agent incurred in connection with an offering of securities registered in accordance with this Agreement and any fees and expenses of any counsel or other advisors to a Holder and any other out-of-pocket expenses of a Holder shall not be “Registration Expenses.”

“Registration Statement” means a Shelf Registration Statement, a Demand Registration Statement or a Piggy-Back Registration Statement, as the case may be.

“Relative” means, in relation to any given person, the spouse, parents, siblings and children (natural or legally adopted) of such person and their respective spouses and children (as appropriate).

“SEC” means the United States Securities and Exchange Commission, or any successor thereto.

“Securities Act” means the United States Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder.

“Subscription Shares” has the meaning ascribed to such term in the Subscription Agreement.

(b) The following terms have the meaning set forth in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Anniversary Date	2(b)
Blackout Period	5
Company	Preamble
Demand Registration	3(a)
Demand Registration Statement	3(a)
Effective Period	2(c)
Indemnified Party	9(c)
Indemnifying Party	9(c)
Initial Shelf Registration Date	2(b)
Investors	Recitals
Lender	Recitals
Margin Loan Agreement	Recitals
Maximum Number of Securities	4(c)
New-Wave	Preamble
Original Agreement	Recitals
Participating Piggy-Back Holders	4(b)
PE Subscription Agreement	Recitals
Piggy-Back Registration	4(a)
Piggy-Back Registration Statement	4(a)
Preferred Shares	Recitals
Shares	Recitals
Shelf Registration Statement	2(b)
Subscription Agreement	Recitals
Subscription Shares	Recitals

(c) Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(i) The headings in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(ii) Whenever the words “include”, “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

(iii) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(iv) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(v) References to a person are also to its successors and permitted assigns; and

(vi) The use of “or” is not intended to be exclusive unless expressly indicated otherwise.

2. Shelf Registration.

(a) The Company shall use commercially reasonable efforts to file with the SEC and cause to be declared effective within thirty (30) Business Days after the Closing Date, and to keep effective for a period of one year, a registration statement on Form F-3 or a comparable form under the Securities Act (to the extent the Company is legally entitled to use Form F-3 or such comparable form), covering all of the Subscription Shares. The Company expressly permits the sale by New-Wave or the Lender, upon the occurrence of an Event of Default (as defined in the Margin Loan Agreement), of the number of Subscription Shares necessary to realize proceeds equal to 110% of the amount of all indebtedness and other obligations owing to the Lender by New-Wave under or in connection with the Margin Loan Agreement.

(b) After the Lockup Expiration Date and upon receipt of a written request from New-Wave requesting that the Company effect a registration under the Securities Act covering all of part of the Registrable Securities, and which notice shall specify the number of Registrable Securities for which registration is requested, the Company shall, as soon as is practicable, but in no event later than thirty (30) days (excluding any days which occur during a permitted Blackout Period under Section 5 below) after receipt of such written request, file with the SEC, and use its reasonable best efforts to cause to be declared effective, a registration statement (a “Shelf Registration Statement”, and the date on which such Shelf Registration Statement is declared effective, the “Initial Shelf Registration Date”) on an appropriate form under the Securities Act relating to all of the Registrable Securities that the Company has been so requested to register for sale, to the extent required to permit the disposition (in accordance with the intended method or methods of distribution thereof) of the Registrable Securities so registered. The Company shall file with the SEC, and use its reasonable best efforts to cause to be declared effective, a Shelf Registration Statement on each of the second and third anniversaries of the Closing Date (each, an “Anniversary Date”) covering the number of Registrable Securities for which registration is requested pursuant to a written notice from New-Wave to the Company at least thirty (30) days prior to each Anniversary Date.

(c) The Company shall use its reasonable best efforts to keep each Shelf Registration Statement continuously effective in order to permit the prospectus included therein

to be lawfully delivered by the Holders of the Registrable Securities, for a period of six (6) months (or for such longer period if extended pursuant to [Section 6\(l\)](#) below) from the Initial Shelf Registration Date or the relevant Anniversary Date, as the case may be, or such shorter period that will terminate when all the Registrable Securities covered by the Shelf Registration Statement have been sold pursuant thereto (each such period, an “[Effective Period](#)”).

3. [Demand Registration](#).

(a) After the Lockup Expiration Date and upon receipt of a written request from a Holder requesting that the Company effect a registration (a “[Demand Registration](#)”) under the Securities Act covering at least 200,000 ordinary shares of the Registrable Securities, and which notice shall specify the number of Registrable Securities for which registration is requested, the Company shall, as soon as practicable, but in any event no later than thirty (30) days (excluding any days which occur during a permitted Blackout Period under [Section 5](#) below) after receipt of such written request, file with the SEC and use its reasonable best efforts to cause to be declared effective, a registration statement (a “[Demand Registration Statement](#)”) relating to all of the Registrable Securities that the Company has been so requested to register for sale, to the extent required to permit the disposition (in accordance with the intended method or methods of distribution thereof) of the Registrable Securities so registered.

(b) If the Demand Registration relates to an underwritten public offering and the managing underwriter of such proposed public offering advises the Company and such Holder that, in its reasonable opinion, the number of securities requested to be included in the Demand Registration (including securities to be sold by the Company or any other security holder) exceeds the number which reasonably can be sold in such offering within an acceptable price range, then the Company shall include in such Demand Registration first, the Registrable Securities such Holder proposes to register, and second, any securities the Company proposes to register and any securities with respect to which any other security holder has requested registration. The Company shall not hereafter enter into any agreement which is inconsistent with the rights of priority provided in this [Section 3\(b\)](#).

(c) Holders shall be entitled to an aggregate of two (2) registrations of Registrable Securities pursuant to this [Section 3](#); provided, that a registration requested pursuant to this [Section 3](#) shall not be deemed to have been effected for purposes of this [Section 3\(c\)](#) unless (i) it has been declared effective by the SEC, (ii) it has remained effective for the period set forth in [Section 6\(a\)](#) and (iii) the offering of Registrable Securities pursuant to such registration is not subject to any stop order, injunction or other order or requirement of the SEC.

(d) Notwithstanding anything to the contrary contained herein, the Company shall not be required to prepare and file (i) more than two (2) Demand Registration Statements in any twelve-month period, or (ii) any Demand Registration Statement within ninety (90) days following the date of effectiveness of any other Registration Statement.

4. [Piggy-Back Registration](#).

(a) If the Company proposes to file on its behalf and/or on behalf of any holder of its securities (other than a holder of Registrable Securities) a registration statement

under the Securities Act on any form (other than a registration statement on Form S-4, F-4 or S-8 (or any successor form) for securities to be offered in a transaction of the type referred to in Rule 145 under the Securities Act or to employees of the Company pursuant to any employee benefit plan, respectively) for the registration of Shares (a “Piggy-Back Registration”), it shall give written notice to all Holders at least thirty (30) days before the initial filing with the SEC of such piggy-back registration statement (a “Piggy-Back Registration Statement”), which notice shall set forth the number of Shares that the Company and other holders, if any, then contemplate including in such registration and the intended method of disposition of such Shares. The notice shall offer to include in such filing the aggregate number of Registrable Securities as such Holders may request.

(b) If any Holder desires to have Registrable Securities registered under this Section 4 (the “Participating Piggy-Back Holders”), it shall advise the Company in writing within ten (10) days after the date of receipt of such offer from the Company of its desire to have Registrable Securities registered under this Section 4, and shall set forth the number of Registrable Securities for which registration is requested. The Company shall thereupon include, or in the case of a proposed underwritten public offering, use its reasonable best efforts to cause the managing underwriter or underwriters to permit such Holder to include, in such filing the number of Registrable Securities for which registration is so requested, subject to paragraph (c) below, and shall use its reasonable best efforts to effect registration of such Registrable Securities under the Securities Act.

(c) If the Piggy-Back Registration relates to an underwritten public offering and the managing underwriter of such proposed public offering advises the Company and the Holders in writing that, in its reasonable opinion, the number of Registrable Securities requested to be included in the Piggy-Back Registration in addition to the securities being registered by the Company or any other security holder would be greater than the total number of securities which can reasonably be sold in the offering without having a material adverse effect on the distribution of such securities or otherwise having a material adverse effect on the marketability thereof (the “Maximum Number of Securities”), then:

(i) in the event the Company initiated the Piggy-Back Registration, the Company shall include in such Piggy-Back Registration first, the securities the Company proposes to register and second, the securities of all other selling security holders, including the Participating Piggy-Back Holders, to be included in such Piggy-Back Registration in an amount that together with the securities the Company proposes to register, shall not exceed the Maximum Number of Securities, such amount to be allocated among such selling security holders on a pro rata basis (based on the number of securities of the Company held by each such selling security holder); and

(ii) in the event any holder of securities of the Company initiated the Piggy-Back Registration, the Company shall include in such Piggy-Back Registration first, the securities such initiating security holder proposes to register, second, the securities of any other selling security holders (including the Participating Piggy-Back Holders), in an amount that together with the securities the initiating security holder proposes to register, shall not exceed the Maximum Number of Securities, such amount to be allocated among such other selling security holders on a pro rata basis (based on the number of securities

of the Company held by each such selling security holder) and third, any securities the Company proposes to register, in an amount that together with the securities the initiating security holder and the other selling security holders propose to register, shall not exceed the Maximum Number of Securities.

(d) the Company shall not hereafter enter into any agreement that is inconsistent with the rights of priority provided in Section 4(c).

5. Blackout Periods. The Company shall have the right to delay the filing or effectiveness of a Registration Statement required pursuant to Section 2, 3 or 4 hereof during no more than two (2) periods aggregating to not more than ninety (90) days in any twelve-month period (each, a “Blackout Period”), in the event that (i) the Company would, in accordance with the advice of its counsel, be required to disclose in the prospectus information not otherwise then required by law to be publicly disclosed and (ii) in the good faith judgment of the Company’s Board of Directors, there is a reasonable likelihood that such disclosure, or any other action to be taken in connection with the prospectus, would materially and adversely affect or interfere with any significant financing, acquisition, merger, disposition of assets (not in the ordinary course of business), corporate reorganization or other material transaction or negotiations involving the Company; provided, however, that (A) a Holder shall be entitled, at any time after receiving notice of such delay and before such Demand Registration Statement becomes effective, to withdraw such request and, if such request is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations and (B) the Company shall delay during such Blackout Period the filing or effectiveness of any Registration Statement required pursuant to the registration rights of other holders of any securities of the Company. The Company shall promptly give the Holders written notice of such determination containing a general statement of the reasons for such postponement and an approximation of the anticipated delay. After the expiration of any Blackout Period (including upon public disclosure of the information that was the reason for such Blackout Period) and without any further request from any Holder, the Company shall promptly notify the Holders and shall use its reasonable best efforts to prepare and file with the SEC the requisite Registration Statement or such amendments or supplements to such Registration Statement or prospectus used in connection therewith as may be necessary to cause such Registration Statement to become effective as promptly as practicable thereafter.

6. Registration Procedures. If the Company is required by the provisions of Section 2, 3 or 4 to use its reasonable best efforts to effect the registration of any of its securities under the Securities Act, the Company shall, as soon as practicable, and in the case of a Demand Registration, no later than thirty (30) days (excluding any days that fall during a permitted Blackout Period under Section 5) after receipt of a written request for a Demand Registration:

(a) prepare and file with the SEC a Registration Statement with respect to such securities and use its reasonable best efforts to cause such Registration Statement to become effective as promptly as practicable and to remain effective for a period of time required for the disposition of such Registrable Securities by the Holders thereof but not to exceed one hundred twenty (120) days (except with respect to a Shelf Registration Statement which shall remain effective during the Effective Period) excluding any days that fall during a permitted Blackout Period under Section 5; provided, however, that before filing such Registration Statement or any amendments or supplements thereto, the

Company shall furnish to counsel selected by the Holders copies of all documents proposed to be filed, which documents shall be subject to the review of such counsel, and shall in good faith consider incorporating in each such document such changes as such counsel to the Holders reasonably and in a timely manner may suggest. The Company shall not be deemed to have used its reasonable efforts to keep a Registration Statement effective during the applicable period if it voluntarily takes any action that would result in the Holders of such Registrable Securities not being able to sell such Registrable Securities during that period, unless such action is required under applicable law;

(b) prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all securities covered by such Registration Statement until the earlier of such time as all of such securities have been disposed of in a public offering or the expiration of one hundred twenty (120) days (except with respect to the Shelf Registration Statement, for which such period shall be the Effective Period) (excluding any days that fall during a permitted Blackout Period under Section 5);

(c) furnish to such selling security holders such number of conformed copies of the applicable Registration Statement and each such amendment and supplement thereto (including in each case all exhibits), such number of copies of the prospectus contained in such Registration Statement (including each preliminary prospectus and any summary prospectus) and any other prospectus, in conformity with the requirements of the Securities Act, and such other documents, as such selling security holders may reasonably request;

(d) use its reasonable best efforts to register or qualify the Registrable Securities or other securities covered by such Registration Statement under such other securities or blue sky laws of such jurisdictions within the United States and its territories and possessions as each Holder of such Registrable Securities shall reasonably request, to keep such registration or qualification in effect for so long as such Registration Statement remains in effect or until all of the Registrable Securities are sold, whichever is shorter, and to take any other action which may be reasonably necessary or advisable to enable the Holder to consummate the disposition in such jurisdictions of the securities owned by such Holder (provided, however, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business as a foreign corporation, subject itself to taxation in or to file a general consent to service of process in any jurisdiction where it would not, but for the requirements of this paragraph (d), be obligated to do so) and do such other reasonable acts and things as may be required of it to enable such Holder to consummate the disposition in such jurisdiction of the securities covered by such Registration Statement;

(e) furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to Section 3 or 4, if the method of distribution is by means of an underwriting, on the date that the shares of Registrable Securities are delivered to the underwriters for sale pursuant to such registration, or if such Registrable Securities are

not being sold through underwriters, on the date that the registration statement with respect to such shares of Registrable Securities becomes effective, (1) a signed opinion, dated such date, of the independent legal counsel representing the Company for the purpose of such registration, addressed to the underwriters, if any, and if such Registrable Securities are not being sold through underwriters, then to the Holders making such request, as to such matters as such underwriters or the Holders holding a majority of the Registrable Securities included in such registration, as the case may be, may reasonably request; and (2) letters dated such date and the date the offering is priced from the independent certified public accountants of the Company, addressed to the underwriters, if any, and if such Registrable Securities are not being sold through underwriters, then to the Holders making such request (i) stating that they are independent certified public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements and other financial data of the Company included in the Registration Statement or the prospectus, or any amendment or supplement thereto, comply as to form in all material respects with the applicable accounting requirements of the Securities Act and (ii) covering such other financial matters (including information as to the period ending not more than five (5) business days prior to the date of such letters) with respect to the registration in respect of which such letter is being given as such underwriters or the Holders holding a majority of the Registrable Securities included in such registration, as the case may be, may reasonably request and as would be customary in such a transaction;

(f) enter into customary agreements (including if the method of distribution is by means of an underwriting, an underwriting agreement containing representations, warranties and indemnities in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities;

(g) otherwise use its reasonable best efforts to comply with all applicable rules and regulations promulgated by the SEC;

(h) use its reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange or quotation system on which the Shares are listed or traded;

(i) give written notice to the Holders:

(i) when such Registration Statement, the prospectus or any amendment or supplement thereto has been filed with the SEC and when such Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the SEC for amendments or supplements to such Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the Company to make changes in such Registration Statement or such prospectus in order to make the statements therein, in light of the circumstances in which they were made, not misleading (which notice shall be accompanied by an instruction to suspend the use of such prospectus until the requisite changes have been made);

(j) use its reasonable best efforts to prevent the issuance or obtain the withdrawal of any order suspending the effectiveness of such Registration Statement at the earliest possible time;

(k) furnish to each Holder, without charge, at least one copy of such Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits (including those, if any, incorporated by reference);

(l) upon the occurrence of any event contemplated by Section 6(i)(v) above, promptly prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to the Holders, the prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with Section 6(i)(v) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Holders shall suspend use of such prospectus and use its reasonable best efforts to return to the Company all copies of such prospectus other than permanent file copies then in such Holder's possession, and the period of effectiveness of such Registration Statement provided for above shall be extended by the number of days from and including the date of the giving of such notice to the date the Holders shall have received such amended or supplemented prospectus pursuant to this Section 6(l);

(m) make reasonably available for inspection by representatives of the Holders, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by such representative or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Company and cause the Company's officers, directors and employees to supply all relevant information reasonably requested by such representative or any such underwriter, attorney, accountant or agent in connection with the registration;

(n) in connection with any underwritten offering, make appropriate officers and senior executives of the Company available to the selling security holders for meetings with prospective purchasers of Registrable Securities and prepare and present to potential investors customary “road show” material in each case in accordance with the recommendations of the underwriters and in all respects in a manner reasonably requested and consistent with other new issuances of securities in an offering of a similar size to such offering of the Registrable Securities; and

(o) use reasonable best efforts to procure the cooperation of the Company’s transfer agent in settling any offering or sale of Registrable Securities, including with respect to the transfer of physical stock certificates into book-entry form in accordance with any procedures reasonably requested by the Holders or the underwriters, if any.

It shall be a condition precedent to the obligation of the Company to take any action pursuant to this Agreement in respect of the Registrable Securities which are to be registered at the request of any Holder that such Holder shall furnish to the Company such information regarding the Registrable Securities held by such Holder and the intended method of distribution thereof as the Company shall reasonably request and as shall be required in connection with the action taken by the Company.

7. Expenses. All Registration Expenses shall be paid by the Company, except that the Holders shall bear and pay any (a) brokerage commissions attributable to the sale of any of the Registrable Securities, (b) underwriting commissions and discounts applicable to securities offered for its account in connection with any registrations, filings and qualifications made pursuant to this Agreement, (c) fees and expenses incurred in respect of counsel to the Holders and (d) any other out-of-pocket expenses of the Holders.

8. Rule 144 Information. With a view to making available the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) use its reasonable best efforts to file with or furnish to the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to each Holder forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 under the Exchange Act and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing such Holder to sell any Registrable Securities without registration.

9. Indemnification and Contribution.

(a) The Company shall indemnify and hold harmless each Holder, such Holder's directors and officers, each agent and any underwriter for the Company (within the meaning of the Securities Act), and each person, if any, who controls such Holder or such agent or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which they may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or proceedings in respect thereof) arise out of or are based on any untrue or alleged untrue statement of any material fact contained in a Registration Statement on the effective date thereof (including any prospectus filed under Rule 424 under the Securities Act or any amendments or supplements thereto), or any document incorporated by reference therein, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Holder, such Holder's directors and officers, such agent or underwriter or such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, proceeding or action; provided, however, that the indemnity agreement contained in this Section 9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, proceeding or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld or delayed); provided further that the Company shall not be liable to the Holder, such Holder's directors and officers, such agent or underwriter or such controlling person in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in connection with a Registration Statement, preliminary prospectus, final prospectus or amendments or supplements thereto, in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, such Holder's directors or officers, such agent or underwriter or such controlling person or by such Holder's failure to furnish the Company, upon request, with the information with respect to such Holder or any participating person that is the subject of the untrue statement or omission. The Company shall not, without the consent of the Holders (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened proceeding or action in respect of which any Holder is a party and indemnity has been sought hereunder by such Holder, unless such settlement includes an unconditional release of such Holder from all liability for claims that are the subject matter of such proceeding or action. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder, such Holder's directors and officers, such agent or underwriter or such controlling person, and shall survive the transfer of such securities by such Holder.

(b) Each Holder requesting or joining in a registration severally and not jointly shall indemnify and hold harmless the Company, each of its directors and officers, each person, if any, who controls the Company within the meaning of the Securities Act, and each agent and any underwriter for the Company (within the meaning of the Securities Act) against any losses, claims, damages or liabilities, joint or several, to which the Company or any such director, officer, controlling person, agent or underwriter may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or proceedings in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in a Registration Statement on the effective date thereof (including any prospectus filed under Rule 424 under the Securities Act or any amendments or

supplements thereto) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in such Registration Statement, preliminary or final prospectus, or amendments or supplements thereto, in reliance upon and in conformity with written information furnished by or on behalf of such Holder expressly for use in connection with such registration, preliminary prospectus, final prospectus or amendments or supplements thereto; and each such Holder shall reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, agent or underwriter in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld or delayed), and provided further that the liability of a Holder hereunder shall be limited to the aggregate net proceeds received by such Holder in connection with any offering to which such registration under the Securities Act relates. A Holder shall not, without the consent of the Company (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened proceeding or action in respect of which the Company is a party and indemnity has been sought hereunder by the Company, unless such settlement includes an unconditional release of the Company from all liability for claims that are the subject matter of such proceeding or action.

(c) If the indemnification provided for in this Section 9 from the indemnifying party (the “Indemnifying Party”) is unavailable to any person entitled to indemnification hereunder (the “Indemnified Party”) in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the Indemnifying Party, in lieu of indemnifying the Indemnified Party, shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and the Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, the Indemnifying Party or the Indemnified Party, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. If the allocation provided in this paragraph (c) is not permitted by applicable law, the parties shall contribute based upon the relevant benefits received by the Company from the offering of securities on the one hand and the net proceeds received by the Holders from the sale of securities on the other.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9(c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the

meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(d) The Indemnified Party agrees to give prompt written notice to the Indemnifying Party after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party hereunder unless such failure is materially prejudicial to the Indemnifying Party. If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the reasonable fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action or (iii) the named parties to any such action (including any impleaded parties) have been advised by such counsel that either (A) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (B) there are one or more legal defenses available to it which are substantially different from or additional to those available to the Indemnifying Party. No Indemnifying Party shall be liable for any settlement entered into without its written consent, which consent shall not be unreasonably withheld or delayed.

(e) The agreements contained in this Section 9 shall survive the transfer of the Registrable Securities by any Holder and sale of all the Registrable Securities pursuant to any Registration Statement and shall remain in full force and effect, regardless of any investigation made by or on behalf of any Holder, such Holder's directors and officers, any person who participates in the offering of Registrable Securities, including underwriters (as defined in the Securities Act), and any person, if any, who controls any Holder or such participating person within the meaning of the Securities Act.

10. Limitations on Registration of Other Securities; Representation. From and after the date of this Agreement, the Company shall not, without the prior written consent of New-Wave, enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights the terms of which are more favorable taken as a whole than the registration rights granted to the Holders hereunder unless the Company shall also give such rights to the Holders.

11. No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities that is inconsistent in any material respects with the rights granted to the Holders in this Agreement.

12. Selection of Managing Underwriters. In the event the Participating Demand Holders have requested an underwritten offering, the underwriter or underwriters shall be selected by the Holders of a majority of the shares being so registered and shall be approved by

the Company, which approval shall not be unreasonably withheld or delayed, provided, (i) that all of the representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such underwriters shall also be made to and for the benefit of such Holders of Registrable Securities, (ii) that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement shall be conditions precedent to the obligations of such Holders of Registrable Securities, and (iii) that no Holder shall be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such Holder, the Registrable Securities of such Holder and such Holder's intended method of distribution and any other representations required by law. Subject to the foregoing, all Holders proposing to distribute Registrable Securities through such underwritten offering shall enter into an underwriting agreement in customary form with the underwriter or underwriters. If any Holder of Registrable Securities disapproves of the terms of the underwriting, such Holder may elect to withdraw all its Registrable Securities by written notice to the Company, the managing underwriter and the other Holders participating in such registration. The securities so withdrawn shall also be withdrawn from registration.

13. "Market Stand-off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company for its own behalf of shares of its Ordinary Shares or any other equity securities under the Securities Act, and ending on the date specified by the Company and the managing underwriter (such period not to exceed ninety (90) days, which period may be extended upon the request of the managing underwriter, to the extent required by any NASD rules, for an additional period of up to fifteen (15) days if the Company issues or proposes to issue an earnings or other public release within fifteen (15) days of the expiration of the 90-day lockup period), (i) lend; offer; pledge; sell; contract to sell, sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Ordinary Shares held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or other securities, in cash, or otherwise. The foregoing provisions of this Section 13 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 13 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 13 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Holders subject to such agreements, based on the number of shares subject to such agreements.

14. Restrictions on Transfer. The Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except

(a) upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act or other applicable securities laws, (b) pursuant to an effective registration statement or (c) pursuant to Rule 144. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

15. Miscellaneous.

(a) Effectiveness. This Agreement shall become effective on the Closing Date.

(b) Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

(c) Amendments and Waivers.

(i) Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and signed, in the case of an amendment, by the Company and the Holders or, in the case of a waiver, by the party or parties against whom the waiver is to be effective.

(ii) No failure or delay by any party hereto in exercising any right, power or privilege hereunder (other than a failure or delay beyond a period of time specified herein) shall operate as a waiver thereof and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(d) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by telecopy, by a recognized overnight courier service or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15(d)):

(i) if to the Company:

20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing
100080, People's Republic of China

Fax: (8610)-82607167

Attention: Chair of the Audit Committee

with a copy to:

Orrick Herrington & Sutcliffe
1000 Marsh Road,
Menlo Park, CA 94024

Fax: 1-650-614-7401
Attention: David C. Lee

(ii) if to New-Wave or any Holder:

20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100080
People's Republic of China

Fax: (8610)-82607167
Attention: Chief Executive Officer

with a copy to (which shall not constitute notice):

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022, China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq

(e) Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and, except as provided in Section 9 hereof, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto, except that the registration rights of New-Wave with respect to any Registrable Securities may be transferred to any shareholder of New-Wave and (x) in respect of an Investor who is a shareholder of New-Wave, any of its affiliates, partners (limited or general), affiliated investment or co-investment funds or other person with participation rights in respect of such shareholder or its affiliated investment or co-investment funds, and (y) in respect of any individual shareholder of New-Wave, (A) any Relative of such shareholder or (B) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that is directly controlled by such shareholder; in each case, to which Registrable Securities have been transferred, without the need for consent; provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to

the terms and conditions of this Agreement, including the market stand-off provisions of Section 13. All of the obligations of the Company hereunder shall survive any such transfer.

(f) Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(g) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(i) Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be heard and determined in any New York state or federal court sitting in The City of New York, County of Manhattan, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such claim, action, suit or proceeding) and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit or proceeding in any such court or that any such claim, action, suit or proceeding that is brought in any such court has been brought in an inconvenient forum.

(ii) Subject to applicable law, process in any such claim, action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing and subject to applicable law, each party agrees that service of process on such party shall be deemed effective service of process on such party. Nothing herein shall affect the right of any party to serve legal process in any other manner permitted by law or at equity. **WITH RESPECT TO ANY SUCH CLAIM, ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT, EACH OF THE PARTIES IRREVOCABLY WAIVES AND RELEASES TO THE OTHER ITS RIGHT TO A TRIAL BY JURY, AND AGREES THAT IT WILL NOT SEEK A TRIAL BY JURY IN ANY SUCH PROCEEDING.**

(h) Waiver of Jury Trial. Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby. Each of the parties hereto (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (ii) acknowledges that it and the other party hereto have been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications in this Section 15(h).

(i) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other

provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(j) Entire Agreement. This Agreement and the Subscription Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof and thereof.

(k) Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party hereto shall not preclude or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(l) Construction. Each party hereto acknowledges and agrees it has had the opportunity to draft, review and edit the language of this Agreement and that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any dispute relating to, in connection with or involving this Agreement. Accordingly, the parties hereto hereby waive the benefit of any rule of law or any legal decision that would require, in cases of uncertainty, that the language of a contract should be interpreted most strongly against the party who drafted such language.

(m) Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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 agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

NEW-WAVE INVESTMENT HOLDING COMPANY
LIMITED

By: _____
Name:
Title:

SINA CORPORATION

By: _____
Name:
Title:

[Signature Page to Amended and Restated Registration Rights Agreement]

SHARE PURCHASE AGREEMENT

between

SINA CORPORATION

and

CRIC HOLDINGS LIMITED

Dated as of July 23, 2009

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
SECTION 1.01. Certain Defined Terms	2
SECTION 1.02. Definitions	10
SECTION 1.03. Interpretation and Rules of Construction	12
ARTICLE II	
TRANSFER OF SINA JV SHARES; SUBSCRIPTION OF SUBSCRIPTION SHARES	
SECTION 2.01. Transfer of the SINA JV Shares	12
SECTION 2.02. Subscription of the Subscription Shares	12
SECTION 2.03. Closing	13
SECTION 2.04. Closing Deliveries by SINA	13
SECTION 2.05. Closing Deliveries by CRIC	14
SECTION 2.06. Shares	14
ARTICLE III	
REPRESENTATIONS AND WARRANTIES OF SINA	
SECTION 3.01. Organization, Authority and Qualification of SINA and Certain Subsidiaries	15
SECTION 3.02. Organization, Authority and Qualification of China Online	16
SECTION 3.03. Subsidiaries	16
SECTION 3.04. Capitalization	18
SECTION 3.05. Corporate Books and Records	18
SECTION 3.06. No Conflict	19
SECTION 3.07. Governmental Consents and Approvals	19
SECTION 3.08. Financial Information; Books and Records	19
SECTION 3.09. Absence of Undisclosed Liabilities	20
SECTION 3.10. Conduct in the Ordinary Course	20
SECTION 3.11. Litigation	20
SECTION 3.12. Compliance with Laws	20
SECTION 3.13. Material Contracts	21
SECTION 3.14. Intellectual Property	22
SECTION 3.15. Permits	24
SECTION 3.16. Real Property	25
SECTION 3.17. Assets	25
SECTION 3.18. Customers	26

	<u>Page</u>
SECTION 3.19. Employee Benefit Matters	26
SECTION 3.20. Labor Matters	27
SECTION 3.21. Key Employees	27
SECTION 3.22. Internal Controls	28
SECTION 3.23. Control Agreements	28
SECTION 3.24. Certain Interests	29
SECTION 3.25. Related Party Transactions	29
SECTION 3.26. Taxes	29
SECTION 3.27. Certain Business Practices	30
SECTION 3.28. Brokers	30
SECTION 3.29. Full and Accurate Disclosure	30

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CRIC

SECTION 4.01. Organization and Authority of CRIC	31
SECTION 4.02. Subsidiaries	31
SECTION 4.03. Capitalization	32
SECTION 4.04. No Conflict	33
SECTION 4.05. Governmental Consents and Approvals	33
SECTION 4.06. Intellectual Property	34
SECTION 4.07. Customers	35
SECTION 4.08. Related Party Transactions	36
SECTION 4.09. Taxes	36
SECTION 4.10. Full and Accurate Disclosure	36
SECTION 4.11. Certain Business Practices	37
SECTION 4.12. Brokers	37

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.01. Conduct of Business Prior to the Closing	37
SECTION 5.02. Access to Information	42
SECTION 5.03. Notice of Developments	43
SECTION 5.04. Release	44
SECTION 5.05. Amendment of Memorandum and Articles of Association	44
SECTION 5.06. Form F-1	45
SECTION 5.07. Confidentiality	45
SECTION 5.08. China Online Companies	46
SECTION 5.09. Transfer of China Online Trademarks	46
SECTION 5.10. Data from Third Party Providers	46
SECTION 5.11. China Online Shareholders' Agreement	46
SECTION 5.12. Employee Benefits	46
SECTION 5.13. Ancillary Agreements	47

	<u>Page</u>
SECTION 5.14. Further Action	47
ARTICLE VI	
CONDITIONS TO CLOSING	
SECTION 6.01. Conditions to Obligations of SINA	47
SECTION 6.02. Conditions to Obligations of CRIC	48
ARTICLE VII	
INDEMNIFICATION	
SECTION 7.01. Survival of Representations and Warranties	48
SECTION 7.02. Indemnification by SINA	49
SECTION 7.03. Indemnification by CRIC	49
SECTION 7.04. Limits on Indemnification	50
SECTION 7.05. Notice of Loss; Third Party Claims	50
SECTION 7.06. Exclusive Remedy	51
ARTICLE VIII	
TERMINATION, AMENDMENT AND WAIVER	
SECTION 8.01. Termination	51
SECTION 8.02. Effect of Termination	52
ARTICLE IX	
GENERAL PROVISIONS	
SECTION 9.01. Expenses	52
SECTION 9.02. Notices	52
SECTION 9.03. Public Announcements	53
SECTION 9.04. Severability	54
SECTION 9.05. Entire Agreement	54
SECTION 9.06. Assignment	54
SECTION 9.07. Amendment	54
SECTION 9.08. Waiver	54
SECTION 9.09. No Third Party Beneficiaries	54
SECTION 9.10. Currency	55
SECTION 9.11. Set Off	55
SECTION 9.12. Specific Performance	55
SECTION 9.13. Governing Law; Arbitration	55
SECTION 9.14. Counterparts	56

SCHEDULES

Schedule A Draft Form F-1
Schedule 3.14(b) List of Trademark Registrations and Application
Schedule 4.03(e) List of Shareholders Post-Closing

SINA Disclosure Schedule
CRIC Disclosure Schedule

EXHIBITS

Exhibit A Shareholders Agreement
Exhibit B Registration Rights Agreement

SHARE PURCHASE AGREEMENT (this “Agreement”), dated as of July 23, 2009, between SINA CORPORATION, a company organized under the laws of the Cayman Islands (“SINA”), and CRIC HOLDINGS LIMITED, a company organized under the laws of the Cayman Islands (“CRIC”).

WHEREAS, China Online Housing Technology Corporation, a company organized under the laws of the Cayman Islands (“China Online”) operates an online real estate media platform in the PRC that provides information and updates related to real estate, home furnishing and construction in China and provides real estate, home furnishing and construction advertising services (the “China Online Business”);

WHEREAS, SINA owns 33,000,000 ordinary shares (the “SINA JV Shares”) of China Online, par value \$1.00 each (the “China Online Shares”), representing 66% of the issued and outstanding China Online Shares, and E-house (China) Information Technology Service Limited, a company organized under the laws of the British Virgin Islands (“E-House Info”), owns 17,000,000 China Online Shares, representing 34% of the issued and outstanding China Online Shares;

WHEREAS, SINA wishes to transfer to CRIC the SINA JV Shares upon the terms and subject to the conditions set forth herein;

WHEREAS, on or prior to the consummation of the transactions contemplated by this Agreement, SINA and China Online will enter into an Amended and Restated Agency Agreement (the “Agency Agreement”);

WHEREAS, on or prior to the consummation of the transactions contemplated by this Agreement, Shanghai SINA Leju Information Technology Co. Ltd., a wholly-owned subsidiary of China Online HK (the “China Online WFOE”), will enter into (i) an Amended and Restated Software License Agreement with SINA WFOE (as defined below) (the “Software License Agreement”), (ii) an Amended and Restated Domain Name License Agreement with Beijing SINA Information Service Co., Ltd., a PRC limited liability company controlled by SINA (“Beijing SINA”) (the “Domain Name License Agreement”), and (iii) an Amended and Restated Trademark License Agreement with Beijing SINA (the “Trademark License Agreement”);

WHEREAS, in consideration for the foregoing, CRIC wishes to issue to SINA, and SINA wishes to subscribe from CRIC, at the Closing, on the terms and subject to the conditions set forth herein, ordinary shares of CRIC, par value \$.0002 each (“CRIC Shares”), representing 39% of all CRIC Shares (excluding (i) any CRIC Shares to be issued in the IPO and (ii) any CRIC Shares to be issued upon exercise, conversion or exchange of options or other securities) (the “Subscription Shares”);

WHEREAS, CRIC (i) provides real estate information and consulting services and real estate advertising services and (ii) operates a business-to-business and business-to-consumer Internet platform targeting participants in the real estate industry, as currently conducted or contemplated to be conducted by CRIC or its Subsidiaries anywhere in the world, (the “CRIC Business”); and

WHEREAS, on or prior to the consummation of the transactions contemplated by this Agreement, SINA and E-House (China) Holdings Limited (“E-House”) will enter into a shareholders agreement (the “Shareholders Agreement”), substantially in the form attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, SINA and CRIC hereby agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Certain Defined Terms. For purposes of this Agreement:

“Action” means any claim, action, suit, arbitration, inquiry, proceeding or investigation, whether known or unknown, pleaded or unpleaded, direct or indirect, matured or un-matured, material or immaterial, contingent or absolute, by or before any Governmental Authority.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

“Ancillary Agreements” means the Agency Agreement, the Software License Agreement, the Domain Name License Agreement, the Trademark License Agreement, the Shareholders Agreement, the Registration Rights Agreement and the Mutual Waivers.

“Balance Sheet Date” means December 31, 2008.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Beijing.

“China Online Assets” means the properties and assets of the China Online Companies, including the China Online Leased Real Property and any China Online Intellectual Property or IT Assets, in each case, used or intended to be used in the conduct of the China Online Business or otherwise owned, leased or used by the China Online Companies, and, with respect to contract rights, the benefits of all contracts, agreements and other arrangements used or intended to be used by China Online Companies in or relating to the conduct of the China Online Business.

“China Online Companies” means China Online, the China Online Subsidiaries, the China Online Domestic Entity, and any and all other corporations, partnerships, limited liability companies, joint ventures, associations and other entities controlled by China Online directly or indirectly through one or more intermediaries, including any variable interest entity controlled by and consolidated with China Online and any Person that is not a natural Person and that is controlled by a China Online Company.

“China Online Domestic Entity” means Beijing Yisheng Leju Information Services Co., Ltd.

“China Online F-1 Disclosure” shall mean any and all information, statements or other disclosure in the Draft Form F-1 or the Final Form F-1 relating to, describing, derived from or otherwise concerning SINA, any of its Affiliates (including any China Online Company) and any director, officer or employee of any of the foregoing, or any China Online Assets, the China Online Financial Statements, China Online Interim Financial Statements and those elements of the pro forma financial statements of CRIC and China Online based upon the financial statements or financial or accounting records of China Online.

“China Online HK” means China Online Housing (Hong Kong) Co. Limited, a company organized under the laws of Hong Kong and a wholly-owned subsidiary of China Online.

“China Online Intellectual Property” means China Online Owned Intellectual Property and China Online Licensed Intellectual Property.

“China Online IP Agreements” means all (i) licenses of Intellectual Property to any China Online Company, and (ii) licenses of Intellectual Property by any China Online Company to third parties.

“China Online Leased Real Property” means the Real Property leased by any China Online Company as tenant, together with, to the extent leased by any China Online Company, all buildings and other structures, facilities or improvements currently or hereafter located thereon, all fixtures, systems, equipment and items of personal property of any China Online Company attached or appurtenant thereto and all easements, licenses, rights and appurtenances relating to the foregoing.

“China Online Licensed Intellectual Property” means all Intellectual Property owned by third parties (including SINA or any of its Affiliates) and licensed to any China Online Company pursuant to the China Online IP Agreements.

“China Online Material Adverse Effect” means any circumstance, change in or effect on the China Online Companies or the China Online Business that, individually or in the aggregate with all other circumstances, changes in or effects on the China Online Companies or the China Online Business: (a) is or is reasonably likely to be materially adverse to the business, operations, assets or liabilities (including contingent liabilities), employee relationships, customer or supplier relationships, results of operations or the condition (financial or otherwise) of the China Online Companies or the China Online Business or (b) is reasonably likely to materially and adversely affect the ability of the China Online Companies to operate or conduct the China Online Business in the manner in which it is currently or contemplated to be operated or conducted by the China Online Companies; provided, however, that none of the following, either alone or in combination, shall be considered in determining whether there has been a breach of a representation, warranty, covenant or agreement that is qualified by the term “China Online Material Adverse Effect”: (i) events, circumstances, changes or effects that generally affect the industries in which the China Online Companies operate (including legal and

regulatory changes), (ii) general economic conditions or events, circumstances, changes or effects affecting the securities markets generally, or (iii) changes arising from the consummation of the transactions or the announcement of the execution of this Agreement; provided, that, with respect to clauses (i) and (ii), any such circumstance, change or effect shall be included to the extent such circumstance, change or effect has a materially disproportionate effect on the China Online Companies or the China Online Business as compared to other industry participants.

“China Online Owned Intellectual Property” means (i) all Intellectual Property owned by, under obligation of assignment to, or purported herein or in the SINA Disclosure Schedule to be owned by any China Online Company; and (ii) the Transferred Trademarks.

“China Online Products” means all products (and for the avoidance of doubt, excludes consulting services) made commercially available or otherwise distributed to third parties by any China Online Company, including, as applicable, any and all China Online Software so made available or distributed.

“China Online Receivables” means any and all accounts receivable, notes and other amounts receivable from third parties, including customers and employees, arising from the conduct of the China Online Business before the Closing, whether or not in the ordinary course, together with any unpaid financing charges accrued thereon.

“China Online Software” means all Software owned by, under obligation of assignment to, or purported herein or in the SINA Disclosure Schedule to be owned by any China Online Company.

“China Online Stock Option Plan” means the China Online Housing Technology Corporation 2008 Share Incentive Plan, as may be amended from time to time.

“China Online Subsidiaries” means China Online HK and China Online WFOE.

“Closing Date” means the date on which the Closing takes place.

“control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“CRIC Assets” means the properties and assets of the CRIC Companies, including any CRIC Intellectual Property or IT Assets, in each case, used or intended to be used in the conduct of the CRIC Business or otherwise owned, leased or used by the CRIC Companies, and, with respect to contract rights, the benefits of all contracts, agreements and other arrangements used or intended to be used by the CRIC Companies or in or relating to the conduct of the CRIC Business.

“CRIC Companies” means CRIC, the CRIC Subsidiaries, the CRIC Domestic Entities, and any and all other corporations, partnerships, limited liability companies, joint

ventures, associations and other entities controlled by CRIC directly or indirectly through one or more intermediaries, including any variable interest entity controlled by and consolidated with CRIC and any Person that is not a natural Person and that is controlled by a CRIC Company.

“CRIC Disclosure Schedule” means the Disclosure Schedule attached hereto, dated as of the date hereof, delivered by CRIC to SINA in connection with this Agreement.

“CRIC Domestic Entities” means Shanghai Tian Zhuo Advertising Co., Ltd., a PRC variable interest entity controlled by and consolidated with CRIC, and its Subsidiaries.

“CRIC Financial Statements” means the audited consolidated balance sheet of CRIC for the fiscal year ended as of December 31, 2008, and the related audited consolidated statements of income, retained earnings, shareholders’ equity and cash flows of CRIC, together with all related notes and schedules thereto, accompanied by the reports thereon of CRIC’s independent auditors.

“CRIC Intellectual Property” means CRIC Owned Intellectual Property and CRIC Licensed Intellectual Property.

“CRIC IP Agreements” means all (i) licenses of Intellectual Property to CRIC, and (ii) licenses of Intellectual Property by any CRIC Company to third parties.

“CRIC Licensed Intellectual Property” means all Intellectual Property owned by third parties (including E-House or any of its Affiliates) and licensed to any CRIC Company pursuant to the CRIC IP Agreements.

“CRIC Material Adverse Effect” means any circumstance, change in or effect on the CRIC Companies or the CRIC Business that, individually or in the aggregate with all other circumstances, changes in or effects on the CRIC Companies or the CRIC Business: (a) is or is reasonably likely to be materially adverse to the business, operations, assets or liabilities (including contingent liabilities), employee relationships, customer or supplier relationships, results of operations or the condition (financial or otherwise) of the CRIC Companies or the CRIC Business or (b) is reasonably likely to materially and adversely affect the ability of the CRIC Companies to operate or conduct the CRIC Business in the manner in which it is currently or contemplated to be operated or conducted by the CRIC Companies; provided, however, that none of the following, either alone or in combination, shall be considered in determining whether there has been a breach of a representation, warranty, covenant or agreement that is qualified by the term “CRIC Material Adverse Effect”: (i) events, circumstances, changes or effects that generally affect the industries in which the CRIC Companies operate (including legal and regulatory changes), (ii) general economic conditions or events, circumstances, changes or effects affecting the securities markets generally, or (iii) changes arising from the consummation of the transactions or the announcement of the execution of this Agreement; provided, that, with respect to clauses (i) and (ii), any such circumstance, change or effect shall be included to the extent such circumstance, change or effect has a materially disproportionate effect on the CRIC Companies or the CRIC Business as compared to other industry participants.

“CRIC Owned Intellectual Property” means all Intellectual Property owned by, under obligation of assignment to, or purported herein or in the CRIC Disclosure Schedule to be owned by any CRIC Company.

“CRIC Permit” means any permit, certificate, license, consent, franchise, waiver or authorization of any Governmental Authority obtained or possessed by CRIC in respect of the CRIC Business or the CRIC Assets.

“CRIC Post-Closing Information” means any and all of the following information of or relating to any CRIC Company or China Online Company: all trade secrets, unpublished Intellectual Property, product development, price, customer and supplier lists, pricing and marketing plans, policies and strategies, details of client and consultant contracts, operating methods, product development techniques, business acquisition plans, new personnel acquisition plans, information relating to their respective customers, suppliers, creditors, business partners and others having dealings with any of them, and all other information which is of a confidential or proprietary nature with respect to the CRIC Companies or the China Online Companies.

“CRIC Products” means all products (and for the avoidance of doubt, excludes consulting services) made commercially available or otherwise distributed to third parties by CRIC, including, as applicable, any and all CRIC Software so made available or distributed.

“CRIC Share Incentive Plan” means the CRIC Holdings Limited 2008 Share Incentive Plan approved by the shareholders of CRIC on September 9, 2008.

“CRIC Software” means all Software owned by, under obligation of assignment to, or purported herein or in the CRIC Disclosure Schedule to be owned by any CRIC Company.

“CRIC Subsidiaries” means the Subsidiaries of CRIC.

“Draft Form F-1” means the draft Form F-1 registration statement, a copy of which is attached hereto as Schedule A.

“Encumbrance” means with respect to any asset (including any security) any security interest, pledge, hypothecation, mortgage, lien, license, claim, charge, title retention, right to acquire, option, levy, proxy, right of first refusal, and any other encumbrance or condition whatsoever.

“Final Form F-1” means the registration statement on form F-1 declared effective by the SEC in connection with the IPO, together with (i) all pricing and related information (and information dependent thereon) and (ii) any post-effective amendment thereto, together forming part of the “general disclosure package” or “time of sale information” to be conveyed to investors in the IPO, as contemplated by the underwriting agreement for the IPO.

“GAAP” means generally accepted accounting principles and practices in the United States in effect from time to time applied consistently throughout the periods involved.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Indebtedness” means, with respect to any Person, (a) all indebtedness of such Person, whether or not contingent, for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (f) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities, (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any capital stock of such Person or any warrants, rights or options to acquire such capital stock, valued, in the case of redeemable preferred stock, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (h) all Indebtedness of others referred to in clauses (a) through (g) above guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (I) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (II) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss, (III) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered), or (IV) otherwise to assure a creditor against loss, and (i) all Indebtedness referred to in clauses (a) through (g) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

“Indemnified Party” means a SINA Indemnified Party or a CRIC Indemnified Party, as the case may be.

“Indemnifying Party” means SINA pursuant to Section 7.02 or CRIC pursuant to Section 7.03, as the case may be.

“Intellectual Property” means, in any and all jurisdictions worldwide, all (i) patents, utility models, inventions and discoveries, statutory invention registrations, mask works, invention disclosures, and industrial designs, community designs and other designs, (ii) trademarks, service marks, domain names, uniform resource locators, trade dress, trade names, logos and other identifiers of source, including the goodwill symbolized thereby or associated therewith, (iii) works of authorship (including Software) and copyrights, and moral rights, design rights and database rights therein and thereto, (iv) confidential and proprietary information,

including trade secrets, know-how and invention rights, (v) rights of privacy and publicity, (vi) registrations, applications, renewals, continuations, continuations-in-part, substitutions and extensions for any of the foregoing in (i)-(v), and (vii) any and all other proprietary rights.

“IPO” means the initial public offering of CRIC Shares and simultaneous listing of CRIC Shares on Nasdaq National Market or the New York Stock Exchange.

“IT Assets” means all Software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Liabilities” means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Law, Action or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking.

“Market Capitalization” means (a) the sum of the number of issued and outstanding CRIC Shares immediately prior to the Closing *plus* the number of CRIC Shares to be issued in the IPO, *multiplied* by (b) the IPO price (exclusive of any underwriting discounts or commissions) per CRIC Share set forth in the Final Form F-1.

“Modern Information” means Modern Information Ltd., a company organized under the laws of the British Virgin Islands.

“Off-the-Shelf Software” means, with respect to any Person, all Software that is commercially available off-the-shelf Software that (i) has not been modified or customized for such Person, and (ii) is licensed to such Person for a one-time or annual fee of \$10,000 or less.

“Permitted Encumbrances” means such of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have been commenced and as to which CRIC or China Online, as the case may be, is not otherwise subject to civil or criminal liability due to its existence: (a) liens for Taxes not yet due and payable, for which adequate reserves have been maintained in accordance with GAAP; (b) Encumbrances imposed by Law, such as materialmen’s, mechanics’, carriers’, workmen’s and repairmen’s liens and other similar liens arising in the ordinary course of business securing obligations that (i) are not overdue for a period of more than 30 days and (ii) are not in excess of \$10,000 in the case of a single property or \$100,000 in the aggregate at any time; (c) pledges or deposits to secure obligations under workers’ compensation laws or similar legislation or to secure public or statutory obligations; and (d) minor survey exceptions, reciprocal easement agreements and other customary encumbrances on title to real property that (i) were not incurred in connection with any Indebtedness, (ii) do not render title to the property encumbered thereby unmarketable, and (iii) do not, individually or in the aggregate, materially and adversely affect the value of or the use of such property for its current and anticipated purposes.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“PRC” means the People’s Republic of China.

“Public Software” means any Software that is distributed as freeware, shareware, open source Software (e.g., Linux) or under similar licensing or distribution models that (i) require the licensing or distribution of source code of such Software to any other Person, (ii) prohibit or limit the receipt of consideration in connection with sublicensing or distributing any such Software, (iii) allow any Person to decompile, disassemble or otherwise reverse-engineer any such Software, or (iv) require the licensing of any such Software to any other Person for the purpose of making derivative works. For the avoidance of doubt, “Public Software” includes, without limitation, Software licensed or distributed under any of the following licenses or distribution models (or licenses or distribution models similar thereto): (i) the GNU General Public License (GPL) or Lesser/Library GPL (LGPL); (ii) the Artistic License (e.g., PERL); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the BSD License; (vi) the Apache License; and (x) any other license or distribution model described by the Open Source Initiative in its Open Source Definition as set forth on www.opensource.org.

“Real Property” means all land, buildings, improvements and fixtures erected thereon and all appurtenances related thereto.

“Registered” means issued by, registered, recorded or filed with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

“Registration Rights Agreement” means the Registration Rights Agreement to be entered between E-House, SINA and CRIC as at the Closing, substantially in the form attached hereto as Exhibit B.

“SEC” means the United States Securities and Exchange Commission, or any successor thereto.

“SINA Disclosure Schedule” means the Disclosure Schedule attached hereto, dated as of the date hereof, delivered by SINA to CRIC in connection with this Agreement.

“SINA Post-Closing Information” means any and all of the following information of or relating to SINA or any of its Subsidiaries (excluding any China Online Company): all trade secrets, unpublished Intellectual Property, product development, price, customer and supplier lists, pricing and marketing plans, policies and strategies, details of client and consultant contracts, operating methods, product development techniques, business acquisition plans, new personnel acquisition plans, information relating to their respective customers, suppliers, creditors, business partners and others having dealings with any of them, and all other information which is of a confidential or proprietary nature with respect to SINA or any of its Subsidiaries (excluding any China Online Company).

“SINA WFOE” means SINA.com Technology (China) Co. Ltd., a limited liability company in the PRC and a wholly-owned subsidiary of SINA.

“Software” means all (i) computer programs, applications, systems and code, including software implementations of algorithms, models and methodologies, program interfaces, and source code and object code, (ii) Internet and intranet websites, databases and compilations, including data and collections of data, whether machine-readable or otherwise, (iii) development and design tools, library functions and compilers, (iv) technology supporting websites, and the contents and audiovisual displays of websites, and (v) media, documentation and other works of authorship, including user manuals and training materials, relating to or embodying any of the foregoing or on which any of the foregoing is recorded.

“Subsidiaries” means, with respect to any Person, any and all corporations, partnerships, limited liability companies, joint ventures, associations and other entities controlled by such Person directly or indirectly through one or more intermediaries.

“Tax” or “Taxes” means all national, federal, state, local municipal and foreign direct and indirect taxes, duty, fees, charges, imposts or levy and other assessments of a similar nature including, without limiting the generality of the foregoing: (i) taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, profits, sales, use, shares, payroll, operation of a business, employment, social security, workers’ compensation, unemployment compensation or net worth; (ii) taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes; (iii) license, registration and documentation fees; (iv) customs duties, countervailing duties, anti-dumping duties, safeguard duties, tariffs excise duties, sales tax, service tax, goods and services tax and similar charges and (v) obligations pursuant to laws of escheat or unclaimed or abandoned property, in the case of each of the foregoing clause (i) through (v), whether imposed directly or through withholding and including any interest, fine, surcharge, increases, charges, fees, additions to tax, for failure to pay, deduct, withhold or delay in payment of tax or otherwise or penalties applicable thereto.

“Tax Returns” means any and all returns, reports and forms (including elections, declarations, amendments, schedules, information returns or attachments thereto) required to be filed with a Governmental Authority with respect to Taxes.

“Transaction Documents” means this Agreement and all other documents delivered or required to be delivered by any party pursuant to this Agreement, including the Ancillary Agreements.

“Transferred Trademarks” means the trademark registrations and application set forth in Section 3.14(b) of the SINA Disclosure Schedule.

SECTION 1.02. Definitions. The following terms have the meanings set forth in the Sections set forth below:

<u>Definition</u>	<u>Location</u>
“Adjusted Option”	5.12(b)

Definition	Location
“Agency Agreement”	Recitals
“Agreement”	Preamble
“Beijing SINA”	Recitals
“China Online”	Recitals
“China Online Business”	Recitals
“China Online Control Agreements”	3.23
“China Online Financial Statements”	3.08(a)
“China Online Interim Financial Statements”	3.08(a)
“China Online Material Contracts”	3.13(a)
“China Online Option”	5.12(b)
“China Online Permit”	3.15
“China Online Plans”	3.19(a)
“China Online Related Party Transaction”	3.25
“China Online Shares”	Recitals
“China Online WFOE”	Recitals
“Closing”	2.03
“Confidentiality Agreement”	5.07(a)
“CRIC”	Preamble
“CRIC Business”	Recitals
“CRIC Indemnified Party”	7.02
“CRIC Related Party Transaction”	4.08
“CRIC Shares”	Recitals
“Dispute”	9.13(b)
“Domain Name License Agreement”	Recitals
“E-House”	Recitals
“E-House Info”	Recitals
“HKIAC”	9.13(b)(i)
“HKIAC Rules”	9.13(b)(i)
“Loss”	7.02
“Mutual Waivers”	5.04
“Non-Consented Disclosure”	5.06
“Public Filing Date”	5.06
“Recipient”	5.07(b)
“Related Party Transaction Approval Process”	5.05
“Released Parties”	5.04
“Releasing Parties”	5.04
“Shareholders Agreement”	Recitals
“SINA”	Preamble
“SINA Employee”	5.12(c)
“SINA Indemnified Party”	7.03
“SINA JV Shares”	Recitals
“Software License Agreement”	Recitals
“Subscription Shares”	Recitals
“Third Party Claim”	7.05(b)

“Trademark License Agreement”

Recitals

SECTION 1.03. Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

- (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;
- (b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
- (c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;
- (d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;
- (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;
- (g) references to a Person are also to its successors and permitted assigns; and
- (h) the use of “or” is not intended to be exclusive unless expressly indicated otherwise.
- (i) unless otherwise indicated, references to “\$” are to US\$, the lawful currency of the United States of America.

ARTICLE II

TRANSFER OF SINA JV SHARES; SUBSCRIPTION OF SUBSCRIPTION SHARES

SECTION 2.01. Transfer of the SINA JV Shares. Upon the terms and subject to the conditions of this Agreement, at the Closing, SINA shall sell, convey, assign, transfer and deliver to CRIC, the SINA JV Shares, and CRIC shall purchase the SINA JV Shares.

SECTION 2.02. Subscription of the Subscription Shares. In consideration for the SINA JV Shares and upon the terms and subject to the conditions of this Agreement, at the

Closing, CRIC shall issue to SINA, and SINA shall subscribe from CRIC, the Subscription Shares.

SECTION 2.03. Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the SINA JV Shares and the issuance of and subscription for the Subscription Shares, each as contemplated by this Agreement shall take place at a closing (the “Closing”) to be held at the offices of Shearman & Sterling LLP, 12th Floor East Tower, Twin Towers, B-12 Jianguomenwai Dajie, Beijing at 11:00 a.m. Beijing time following the satisfaction or waiver of all of the conditions to the obligations of the parties hereto set forth in Section 6.01 and Section 6.02 (other than such conditions as can only be satisfied contemporaneous with Closing) on the closing date of the IPO. All deliveries to be made or other actions to be taken at the Closing shall be deemed to occur simultaneously, and no such delivery or action shall be deemed complete until all such deliveries and actions have been completed or the relevant parties have agreed to waive such delivery or action. If the Closing does not occur, any delivery made or other action taken at the Closing shall be deemed not to have occurred and be without force or effect and the receiving party must within ten (10) Business Days return any such delivery to the delivering party unless otherwise instructed by the delivering party.

SECTION 2.04. Closing Deliveries by SINA. At the Closing, SINA shall deliver or cause to be delivered to CRIC:

(a) share certificates evidencing the SINA JV Shares duly and validly endorsed in favor of CRIC, or accompanied by stock powers duly and validly executed by SINA, in either case, sufficient to vest in CRIC full and valid title to such SINA JV Shares and with all required share transfer tax stamps affixed;

(b) executed counterparts of each Ancillary Agreement to which SINA or any of its Subsidiaries is a party;

(c) a true and complete copy of resolutions duly and validly adopted by the Board of Directors of SINA evidencing its authorization and approval of (i) the execution and delivery of this Agreement and the Ancillary Agreements, (ii) the transfer of the SINA JV Shares to CRIC and the entry of CRIC into the record book of China Online as the record owner of the SINA JV Shares and (iv) the consummation of the transactions contemplated hereby and thereby;

(d) a certificate of an authorized officer of SINA certifying as to the incumbency of the director or officer (who shall not be the Chief Executive Officer) executing this Agreement and the other instruments, documents, certificate and agreements contemplated hereby;

(e) evidence, in form and substance reasonably satisfactory to CRIC, of the transfer of the Transferred Trademarks as contemplated in Section 5.09 hereof; and

(f) evidence, in form and substance reasonably satisfactory to CRIC, of the transfer of all equity interest in Beijing SINA to a nominee or nominees acceptable to CRIC in its sole discretion.

SECTION 2.05. Closing Deliveries by CRIC. At the Closing, CRIC shall deliver to SINA:

- (a) duly issued certificates representing the Subscription Shares, registered in the name of SINA;
- (b) executed counterparts of each Ancillary Agreement to which CRIC or E-House is a party;
- (c) a true and complete copy of the resolutions duly and validly adopted by the Board of Directors of CRIC evidencing its authorization of the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby;
- (d) a certificate of an authorized officer of CRIC certifying as to the incumbency of the director or officer (who shall not be the Chief Executive Officer) executing this Agreement and the other instruments, documents, certificate and agreements contemplated hereby;
- (e) evidence, in form and substance reasonably satisfactory to SINA, of the transfer by Modern Information to CRIC 78 ordinary shares, with no par value each, of E-House Info; and
- (f) a true and complete copy of the share register of CRIC as of the Closing reflecting the ownership of the number of issued and outstanding CRIC Shares beneficially owned by E-House and Modern Information as set forth next to such shareholder's name on Schedule 4.03(e).

SECTION 2.06. Shares.

- (a) The Subscription Shares shall not be registered under the Securities Act and, shall be held subject to the restrictions on transfer and other provisions of the Shareholders Agreement.
- (b) SINA hereby acknowledges and agrees that, in addition to the restrictions on transfers of the Subscription Shares contained in the Shareholders Agreement, the Subscription Shares have not been registered under the Securities Act and may not be re-offered or sold except pursuant to a registration statement or an exemption from the registration requirements of the Securities Act. SINA further acknowledges and agrees that the certificates for such Subscription Shares, if issued, shall bear a legend in English as follows, and CRIC's transfer agent shall be instructed to annotate the Subscription Shares in the share record book of CRIC with the following restriction:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE (THE "SECURITIES") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY FOREIGN JURISDICTION. THE SECURITIES MAY NOT BE TRANSFERRED EXCEPT (I) IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS UNDER THE SECURITIES ACT

AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS, (II) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS OR (III) PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

THE SECURITIES ARE SUBJECT TO THE PROVISIONS SET FORTH IN THE SHAREHOLDERS AGREEMENT, DATED [•], 2009, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF CRIC HOLDINGS LIMITED. SUCH SHAREHOLDERS AGREEMENT PROVIDES, AMONG OTHER THINGS, FOR CERTAIN RESTRICTIONS ON THE SALE, TRANSFER, ENCUMBRANCE OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE. ANY SALE, TRANSFER, ENCUMBRANCE OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IN VIOLATION OF THE SHAREHOLDERS AGREEMENT SHALL BE NULL AND VOID.

ARTICLE III
REPRESENTATIONS AND WARRANTIES
OF SINA

Except as set forth in the SINA Disclosure Schedule, SINA hereby represents and warrants to CRIC, as of the date hereof or, if a representation or warranty is made as of a specified date, as of such date, as set forth below. Each exception set forth in the SINA Disclosure Schedule is identified by reference to the specific section or subsection of this Agreement and only relates to and qualifies such section or subsection, unless it is reasonably apparent that such exception also relates to another section or subsection, in which case it will also be deemed to relate to and qualify such other section or subsection.

SECTION 3.01. Organization, Authority and Qualification of SINA and Certain Subsidiaries. Each of SINA, SINA WFOE and Beijing SINA is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation and has all necessary corporate power and authority to enter into this Agreement and the Ancillary Agreements, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Each of SINA, SINA WFOE and Beijing SINA is duly licensed or qualified to do business in each jurisdiction which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified would not (a) adversely affect the ability of SINA, SINA WFOE or Beijing SINA to carry out its respective obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements to which they are, respectively, party or (b) adversely affect the ability of the China Online Companies to conduct the China Online Business. The execution and delivery of this Agreement and the Ancillary Agreements by each of SINA, SINA WFOE and Beijing SINA to which they are, respectively, party, the performance by each of SINA, SINA WFOE and Beijing SINA, of

its respective obligations hereunder and thereunder and the consummation by each of SINA, SINA WFOE and Beijing SINA of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of each of SINA, SINA WFOE and Beijing SINA and its respective shareholders. This Agreement has been, and upon their execution the Ancillary Agreements shall have been, duly executed and delivered by each of SINA, SINA WFOE and Beijing SINA and (assuming due authorization, execution and delivery by CRIC) this Agreement constitutes, and upon their execution the Ancillary Agreements shall constitute, legal, valid and binding obligations of SINA, SINA WFOE and Beijing SINA, enforceable against SINA, SINA WFOE and Beijing SINA in accordance with their respective terms.

SECTION 3.02. Organization, Authority and Qualification of China Online. China Online is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation and has all necessary corporate power and authority to enter into the Ancillary Agreements to which it is named as a party, to carry out its obligations thereunder and to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the China Online Business as it has been and is currently conducted. China Online is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary or desirable, except to the extent that the failure to be so licensed or qualified would not (a) adversely affect the ability of SINA or the China Online Companies to carry out their respective obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (b) adversely affect the ability of the China Online Companies to conduct the China Online Business. All corporate actions taken by China Online, including the execution and delivery of the Ancillary Agreements and the consummation of the transactions contemplated thereby, have been duly authorized, and China Online has not taken any action that in any respect conflicts with, constitutes a default under, or results in a violation of, any provision of its Memorandum or Articles of Association (or similar organizational documents). Upon the execution of the Ancillary Agreements to which China Online is named as a party, such Ancillary Agreements shall have been duly executed and delivered by China Online, and (assuming due authorization, execution and delivery by any CRIC Company named as a party thereto) shall constitute, legal, valid and binding obligations of China Online, enforceable against China Online in accordance with their respective terms. True and correct copies of the Memorandum and Articles of Association (or similar organizational documents) of China Online, each as in effect on the date hereof, have been delivered by SINA to CRIC.

SECTION 3.03. Subsidiaries. (a) Section 3.03(a) of the SINA Disclosure Schedule sets forth a true and complete list of all the China Online Companies (other than China Online), listing for each China Online Company its name, type of entity, the jurisdiction and date of its incorporation or organization, its authorized capital stock, partnership capital or equivalent, the number and type of its issued and outstanding shares of capital stock, partnership interests or similar ownership interests and the current ownership of such shares, partnership interests or similar ownership interests.

(b) Other than those China Online Companies set forth in Section 3.03(a) of the SINA Disclosure Schedule, there are no corporations, partnerships, joint ventures, associations or other entities in which any China Online Company owns, of record or beneficially, any direct or indirect equity or other interest or any right (contingent or otherwise)

to acquire the same. No China Online Company is a member of (nor is any part of the China Online Business conducted through) any partnership nor is any China Online Company a participant in any joint venture or similar arrangement.

(c) Each China Online Company (other than China Online) that is a corporation: (i) is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation, (ii) has all necessary power and authority to enter into the Ancillary Agreements to which it is named as a party, to carry out its obligations thereunder, to own, operate or lease the properties and assets owned, operated or leased by such China Online Company and to carry on its business as it has been and is currently conducted by such China Online Company and (iii) is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary or desirable, except to the extent that the failure to be so licensed or qualified would not (x) adversely affect the ability of SINA or the China Online Companies to carry out their respective obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (y) adversely affect the ability of such China Online Company to conduct its business or the China Online Business. Each China Online Company that is not a corporation: (i) is duly organized and validly existing under the laws of its jurisdiction of organization, (ii) has all necessary power and authority to enter into the Ancillary Agreements to which it is named a party, to own, operate or lease the properties and assets owned, operated or leased by such China Online Company and to carry on its business as it has been and is currently conducted by such China Online Company and (iii) is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary or desirable, except to the extent that the failure to be so licensed or qualified would not (x) adversely affect the ability of SINA or the China Online Companies to carry out their respective obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (y) adversely affect the ability of such China Online Company to conduct its business or the China Online Business.

(d) All corporate actions taken by each China Online Company (other than China Online), including the execution and delivery of the Ancillary Agreements to which any China Online Company is named a party and the consummation of the transactions contemplated thereby, have been duly authorized and no China Online Company (other than China Online) has taken any action that in any respect conflicts with, constitutes a default under or results in a violation of any provision of its Memorandum or Articles of Association (or similar organizational documents). Upon the execution of the Ancillary Agreements to which any China Online Company (other than China Online) is named a party, such Ancillary Agreements shall have been duly executed and delivered by any such China Online Companies party thereto, and (assuming due authorization, execution and delivery by CRIC) shall constitute, legal, valid and binding obligations of such China Online Company, enforceable against such China Online Company in accordance with their respective terms. True and complete copies of the Memorandum and Articles of Association (or similar organizational documents), in each case as in effect on the date hereof, of each China Online Company (other than China Online) have been delivered by SINA to CRIC.

SECTION 3.04. Capitalization. (a) The authorized capital stock of China Online consists of 250,000,000 China Online Shares. As of the date hereof, (i) 50,000,000 China Online Shares are issued and outstanding, all of which are validly issued, fully paid and non-assessable and (ii) no China Online Shares are reserved for issuance pursuant to employee share options granted pursuant to the China Online Stock Option Plan. None of the issued and outstanding China Online Shares was issued in violation of any preemptive rights. Except for employee share options issued under the China Online Stock Option Plan, true and correct details of which have been provided by SINA to CRIC, there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the China Online Shares or obligating China Online to issue or sell any China Online Shares, or any other interest in, China Online. There are no outstanding contractual obligations of China Online to repurchase, redeem or otherwise acquire any China Online Shares or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. Immediately upon consummation of the transactions contemplated by this Agreement, the China Online Shares, including the SINA JV Shares, will be fully paid, non-assessable and free and clear of all Encumbrances. There are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the China Online Shares. The SINA JV Shares are owned of record and beneficially by SINA free and clear of all Encumbrances. Upon transfer of the SINA JV Shares to CRIC at the Closing in the manner provided in this Agreement, full and valid record and beneficial title to the SINA JV Shares will fully and effectively vest in CRIC, free and clear of any Encumbrances.

(b) All the outstanding shares of capital stock of each China Online Company (other than China Online) that is a corporation are validly issued, fully paid, non-assessable and, except with respect to wholly owned China Online Companies, free of preemptive rights and are owned by China Online, whether directly or indirectly, free and clear of all Encumbrances. There are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the capital stock of any China Online Company or obligating SINA or any China Online Company to issue or sell any shares of capital stock of, or any other interest in, any China Online Company. There are no voting trusts, shareholder agreements (other than as will be terminated prior to the Closing), proxies or other agreements or understandings in effect with respect to the voting or transfer of any shares of capital stock of or any other interests in any China Online Company.

(c) The share register of each China Online Company accurately records: (i) the name and address of each Person owning shares of capital stock of such China Online Company and (ii) the certificate number of each certificate evidencing shares of capital stock issued by such China Online Company, the number of shares evidenced by each such certificate, the date of issuance thereof and, in the case of cancellation, the date of cancellation.

SECTION 3.05. Corporate Books and Records. The minute books of the China Online Companies contain accurate records of all meetings and accurately reflect all other actions taken by the shareholders, Boards of Directors and all committees of the Boards of Directors of the China Online Companies in all material respects. Copies of all such minute books and of the share register of each China Online Company have been provided by SINA to CRIC.

SECTION 3.06. No Conflict. The execution, delivery and performance by each of SINA, SINA WFOE and Beijing SINA and the China Online Companies of this Agreement and the Ancillary Agreements to which they are, respectively, party, do not and will not (a) violate, conflict with or result in the breach of the Memorandum or Articles of Association (or similar organizational documents) of SINA, SINA WFOE, Beijing SINA or any China Online Company, (b) conflict with or violate any Law or Governmental Order applicable to SINA, SINA WFOE, Beijing SINA or any China Online Company or the assets, properties or businesses of SINA, SINA WFOE, Beijing SINA or any China Online Company or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which SINA, SINA WFOE, Beijing SINA or any China Online Company is a party, except, in the case of clauses (b) and (c), as would not (i) materially and adversely affect the ability of SINA, SINA WFOE, Beijing SINA or any China Online Company to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (ii) adversely affect the ability of the China Online Companies to conduct the China Online Business.

SECTION 3.07. Governmental Consents and Approvals. The execution, delivery and performance by SINA, SINA WFOE, Beijing SINA and the China Online Companies of this Agreement and each Ancillary Agreement to which they are, respectively, party do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except (a) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by SINA, SINA WFOE, Beijing SINA or any China Online Company of the transactions contemplated by this Agreement and the Ancillary Agreements or (b) as may be necessary as a result of any facts or circumstances relating solely to CRIC or any of its Affiliates.

SECTION 3.08. Financial Information; Books and Records. (a) True and complete copies of (i) the audited consolidated balance sheet of China Online as of December 31, 2008, and the related audited consolidated statements of income, retained earnings, shareholders' equity and cash flows of China Online for the nine (9) month period then ended, together with all related notes and schedules thereto, accompanied by the reports thereon of China Online's independent auditors (collectively referred to herein as the "China Online Financial Statements") and (ii) the unaudited consolidated balance sheet of China Online as of March 31, 2009, and the related unaudited consolidated statements of income, retained earnings, shareholders' equity and cash flows of China Online, together with all related notes and schedules thereto (collectively referred to herein as the "China Online Interim Financial Statements") have been delivered by SINA to CRIC. The China Online Financial Statements and the China Online Interim Financial Statements (I) were prepared in accordance with the books of account and other financial records of the China Online Companies, (II) present fairly the consolidated financial condition and results of operations of the China Online Companies as of the dates thereof or for the periods covered thereby, (III) have been prepared in accordance with GAAP applied on a basis consistent with the past practices of China Online, and (IV) include all adjustments (consisting only of normal recurring accruals) that are necessary for a fair

presentation of the financial condition of the China Online Companies and the results of the operations of the China Online Companies as of the dates thereof or for the periods covered thereby.

(b) The books of account and other financial records of the China Online Companies: (i) reflect all items of income and expense and all assets and Liabilities required to be reflected therein in accordance with GAAP applied on a basis consistent with the past practices of the China Online Companies, respectively, (ii) are in all material respects complete and correct, and do not contain or reflect any material inaccuracies or discrepancies and (iii) have been maintained in accordance with good business and accounting practices.

SECTION 3.09. Absence of Undisclosed Liabilities. There are no Liabilities of the China Online Companies, other than Liabilities (a) reflected or reserved against on the China Online Financial Statements, or (b) incurred since the Balance Sheet Date in the ordinary course of business, consistent with past practice, of the China Online Companies and which do not and could not have a China Online Material Adverse Effect. Reserves are reflected on the China Online Financial Statements against all Liabilities of the China Online Companies in amounts that have been established on a basis consistent with the past practices of the China Online Companies and in accordance with GAAP.

SECTION 3.10. Conduct in the Ordinary Course. Since the Balance Sheet Date, the China Online Business has been conducted in the ordinary course consistent with past practice and there has not occurred any China Online Material Adverse Effect.

SECTION 3.11. Litigation. There are no Actions by or against any China Online Company or by or against SINA or any Affiliate thereof relating to the China Online Business or China Online Assets or affecting SINA's or its Affiliates' ability to perform their respective obligations under this Agreement or any Ancillary Agreement, pending before any Governmental Authority (or, to the knowledge of SINA after due inquiry, threatened to be brought by or before any Governmental Authority). None of SINA, SINA WFOE, Beijing SINA, any China Online Company or any of the China Online Assets is subject to any Governmental Order (nor, to the knowledge of SINA after due inquiry, are there any such Governmental Orders threatened to be imposed by any Governmental Authority) which has had a China Online Material Adverse Effect or could affect the legality, validity or enforceability of this Agreement, any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 3.12. Compliance with Laws. Except as would not (i) adversely affect the ability of SINA or any China Online Company to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (ii) materially adversely affect the ability of the China Online Companies to conduct the China Online Business, China Online Companies have conducted and continue to conduct the China Online Business in accordance with all Laws and Governmental Orders applicable to the China Online Companies or the China Online Assets, and none of the China Online Companies is in violation of any such Law or Governmental Order.

SECTION 3.13. Material Contracts. (a) Section 3.13(a) of the SINA Disclosure Schedule lists each of the following contracts and agreements (including oral agreements) of each China Online Company (such contracts and agreements, together with all contracts, agreements, leases and subleases concerning the use, occupancy, management or operation of any Real Property, being “China Online Material Contracts”):

(i) each contract, agreement, invoice, sales order, other arrangement or series thereof the furnishing of services by any China Online Company that: (A) is likely to involve consideration of more than \$3,000,000 in the aggregate during the calendar year ending December 31, 2009, (B) is likely to involve consideration of more than \$3,000,000 in the aggregate over the remaining term of the contract, (C) is entered into with any customer listed in Section 3.18 of the SINA Disclosure Schedule, provided that Section 3.13(a) of the SINA Disclosure Schedule need only include those that are likely to involve consideration of more than \$3,000,000 or (D) cannot be cancelled by such China Online Company without penalty or further payment and without more than 30 days’ notice;

(ii) all broker, distributor, dealer, franchise, agency, sales promotion, market research, marketing, consulting and advertising contracts and agreements to which any China Online Company is a party, provided that Section 3.13(a) of the SINA Disclosure Schedule need only include those that are is likely to involve consideration of more than \$1,000,000;

(iii) all collective bargaining or other labor union contracts applicable to any persons employed or engaged by the China Online Business;

(iv) all management contracts and contracts with independent contractors or consultants (or similar arrangements) to which any China Online Company is a party and that cannot be cancelled by such China Online Company without penalty or further payment and without more than 30 days’ notice;

(v) all contracts and agreements relating to Indebtedness of any China Online Company;

(vi) all contracts and agreements with any Governmental Authority to which any China Online Company is a party;

(vii) all contracts and agreements that limit or purport to limit the ability of any China Online Company to compete in any line of business or with any Person or in any geographic area or during any period of time;

(viii) all contracts and agreements between or among any China Online Company, on the one hand, and its shareholders or any Affiliate thereof, on the other hand, other than any Ancillary Agreements;

(ix) all China Online IP Agreements other than agreements for Off-the-Shelf Software;

(x) all contracts and agreements providing for benefits under any China Online Plan; and

(xi) all other contracts and agreements, whether or not made in the ordinary course of business, which are material to the China Online Companies as a whole or the conduct of the China Online Business, or the absence of which would have a China Online Material Adverse Effect.

(b) Each China Online Material Contract: (i) is in full force and effect and (ii) upon consummation of the transactions contemplated by this Agreement and the Ancillary Agreements shall continue in full force and effect without penalty or other adverse consequence. No China Online Company, nor SINA or any of its Affiliates (to the extent a party), is in breach of, or default under, any China Online Material Contract (except any China Online IP Agreement). No China Online Company, nor SINA or any of its Affiliates (to the extent a party) is in material breach of, or default under, any China Online IP Agreement. To the knowledge of SINA after due inquiry, no other party to any China Online Material Contract is in breach thereof or default thereunder and China Online has not received any notice of termination, cancellation, breach or default under any China Online Material Contract. SINA has made available to CRIC true and complete copies of all China Online Material Contracts.

(c) There is no contract, agreement or other arrangement granting any Person any preferential right to purchase any of the China Online Assets (other than in the ordinary course of business consistent with past practice) or any of the China Online Shares.

SECTION 3.14. Intellectual Property. (a) *List of Intellectual Property*. Section 3.14(a) of the SINA Disclosure Schedule sets forth a true and complete list of all (i) China Online Owned Intellectual Property that is Registered, indicating for each such item, as applicable, the application or registration number, date and jurisdiction of filing or issuance, and the identity of the current applicant or registered owner, (ii) material unregistered trademarks and service marks included in the China Online Owned Intellectual Property and (iii) material China Online Products.

(b) Section 3.14(b) of the SINA Disclosure Schedule sets forth a true and complete list of all Registered trademarks that are exclusively used in the China Online Business and Registered in the name of SINA or SINA WFOE (other than those trademarks that are licensed pursuant to the Trademark License Agreement).

(c) *Ownership; Sufficiency*. China Online has sufficient rights to use the China Online Intellectual Property in connection with the operation of the China Online Business, all of which rights shall survive unchanged the consummation of the transactions contemplated by the Transaction Documents. The China Online Intellectual Property includes all Intellectual Property used or held for use in connection with the operation of the China Online Business, and there are no other items of Intellectual Property that are material to or necessary for the operation of the China Online Business or for the continued operation of the China Online Business immediately after the Closing in substantially the same manner as operated prior to the Closing. The China Online Companies are the exclusive owner of all right, title and interest in and to each item of material China Online Owned Intellectual Property (other than Transferred

Trademarks), free and clear of all Encumbrances (other than non-exclusive licenses granted in the ordinary course of business consistent with past practice), or any obligation to grant any Encumbrance. China Online has a valid license to use the material China Online Licensed Intellectual Property in connection with the operation of the China Online Business, subject only to the terms of the China Online IP Agreements.

(d) *Validity and Enforceability.* The material China Online Owned Intellectual Property is (i) valid, subsisting and enforceable, (ii) currently in compliance with any and all formal legal requirements necessary to maintain the validity and enforceability thereof, and (iii) not subject to any outstanding order, judgment, injunction, decree, ruling or agreement adversely affecting the China Online Companies' use thereof or rights thereto, or that would impair the validity or enforceability thereof. The material Registered China Online Owned Intellectual Property is currently in compliance with any and all formal legal requirements necessary to record and perfect China Online's interest therein and the chain of title thereof.

(e) *Infringement.* Except as would not have a China Online Material Adverse Effect, the China Online Companies, the operation of the China Online Business and the use of the China Online Owned Intellectual Property in connection therewith do not, and have not in the last two (2) years, infringed, misappropriated or otherwise violated or conflicted with the Intellectual Property rights of any other Person. There is no action or claim pending, asserted or, to the knowledge of SINA, threatened against any China Online Company or SINA concerning any of the foregoing, nor has any China Online Company or SINA received any notification that a license under any other Person's Intellectual Property (other than licenses included in the China Online IP Agreements) is or may be required to operate the China Online Business. To the knowledge of SINA, no Person is engaging, or has engaged in the last two (2) years, in any activity that infringes, misappropriates or otherwise violates or conflicts with any material China Online Owned Intellectual Property, and there is no action or claim pending, asserted or threatened by any China Online Company against any other Person concerning any of the foregoing.

(f) *Protection Measures.* The China Online Companies have taken reasonable measures consistent with industry standards to maintain the confidentiality and value of all confidential information used or held for use in the operation of the China Online Business, including the source code for any China Online Software or China Online Products and all other confidential China Online Intellectual Property. To the knowledge of SINA, no material confidential information, trade secrets or other confidential China Online Intellectual Property have been disclosed by the China Online Companies to any Person except pursuant to appropriate non-disclosure and/or license agreements that obligate such Person to keep such confidential information, trade secrets or other confidential China Online Intellectual Property confidential and to the knowledge of SINA, no party thereto is in material default of any such agreement.

(g) *Public Software.* Except as would not have a China Online Material Adverse Effect, no Public Software has been used by the China Online Companies in connection with any China Online Software or China Online Product in a manner that requires the licensing, disclosure or distribution of any source code (other than source code that is a part of such Public

Software) or limits the receipt of consideration in connection with the licensing or distribution of such China Online Software or China Online Product to any other Person.

(h) *China Online IP Agreements*. China Online has not granted nor is it obligated to grant any Person any exclusive rights in, to or under any material China Online Intellectual Property.

(i) *IT Assets*. The IT Assets owned by or licensed, pursuant to valid and enforceable license agreements, to the China Online Companies (including the China Online Software) are adequate for, and operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required in connection with, the operation of the China Online Business. To the knowledge of SINA, the IT Assets owned by or licensed to China Online are free from material bugs or other defects and do not contain any viruses. The China Online Companies have implemented reasonable backup, security and disaster recovery measures and technology consistent with industry practices, and, to the knowledge of SINA and except as has not had or would not have a material impact on the China Online Companies or the China Online Business, no Person has gained unauthorized access to any IT Assets owned or licensed by the China Online Companies.

CRIC acknowledges that in the event of a conflict between the representations and warranties contained in this Section 3.14 and any other representation or warranty contained in this Agreement with respect to Intellectual Property, including infringement, misappropriation or other violation of Intellectual Property the representations and warranties contained in this this Section 3.14 shall govern.

SECTION 3.15. Permits. SINA has made available to CRIC prior to the date hereof a true and complete copy of each permit, certificate, license, consent, franchise, waiver or authorization of any Governmental Authority (each, a “China Online Permit”) obtained or possessed by China Online in respect of the China Online Business or the China Online Assets, each of which is listed in Section 3.15 of the SINA Disclosure Schedule. China Online has obtained and possess all China Online Permits and have made all registrations or filings with or notices to any Governmental Authority necessary for the lawful conduct of the China Online Business as presently conducted and operated, or necessary for the lawful ownership of its properties and assets or the operation of the China Online Business as presently conducted and operated. Each such China Online Permit is valid and in full force and effect and the China Online Companies are in material compliance with all such China Online Permits. Each such China Online Permit is included in the China Online Assets. The consummation of the transactions contemplated by this Agreement and the Ancillary Agreements will not result in the revocation, cancellation or termination of, or any adverse amendment or modification to, any such China Online Permit. Any applications for the renewal of any such China Online Permit that are due prior to the Closing Date will be timely made or filed by the applicable China Online Company prior to the Closing Date. No proceeding to modify, suspend, revoke, withdraw, terminate or otherwise limit any such China Online Permit is pending or threatened and, to SINA’s knowledge after due inquiry, there is no valid basis for any such proceeding, including the transactions contemplated by this Agreement and the Ancillary Agreements. No administrative or governmental Action has been taken in connection with the expiration,

continuance or renewal of any such China Online Permit and, to SINA's knowledge after due inquiry, there is no valid basis for any such Action.

SECTION 3.16. Real Property. (a) China Online does not own any Real Property. Section 3.16(a) of the SINA Disclosure Schedule lists the street address of each parcel of China Online Leased Real Property and the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel of China Online Leased Real Property. SINA has delivered to CRIC, true and complete copies of the leases in effect at the date hereof relating to the China Online Leased Real Property and (ii) there has not been any sublease or assignment entered into by any China Online Company in respect of the leases relating to the China Online Leased Real Property.

(b) There is no material violation of any Law (including any building, planning or zoning law) relating to any of the China Online Leased Real Property. The China Online Companies are in peaceful and undisturbed possession of each parcel of the China Online Leased Real Property, and there are no contractual or legal restrictions that preclude or restrict the ability to use the China Online Leased Real Property for the purposes for which it is currently being used. All existing water, sewer, steam, gas, electricity, telephone, cable, fiber optic cable, Internet access and other utilities required for the construction, use, occupancy, operation and maintenance of the China Online Leased Real Property are adequate for the conduct of the China Online Business as it has been and currently is conducted. There are no material latent defects or material adverse physical conditions affecting the China Online Leased Real Property or any of the facilities, buildings, structures, erections, improvements, fixtures, fixed assets and personalty of a permanent nature annexed, affixed or attached to, located on or forming part of the China Online Leased Real Property. No China Online Company has (i) leased any parcel or any portion of any parcel of China Online Leased Real Property to any other Person and no other Person has any rights to the use, occupancy or enjoyment thereof pursuant to any lease, license, occupancy or other agreement, or (ii) assigned its interest under any lease listed in Section 3.16(a) of the SINA Disclosure Schedule to any third party.

SECTION 3.17. Assets. (a) The China Online Companies own, lease or have the legal right to use all the tangible properties and assets, including the China Online Leased Real Property, used or intended to be used in the conduct of the China Online Business or otherwise owned, leased or used by the China Online Companies, and, with respect to contract rights, are party to and enjoy the right to the benefits of all contracts, agreements and other arrangements used or intended to be used by China Online Companies or in or relating to the conduct of the China Online Business, all of which properties, assets and rights constitute the China Online Assets. The China Online Companies have good and marketable title to, or, in the case of leased China Online Assets, valid and subsisting leasehold interests in, all the China Online Assets, free and clear of all Encumbrances, except Permitted Encumbrances.

(b) The China Online Assets constitute all the properties, assets and rights as are necessary in the conduct of, the China Online Business. At all times since the Balance Sheet Date, China Online has caused the China Online Assets to be maintained in accordance with good business practice, and all the physical China Online Assets are in good operating condition and repair and are suitable for the purposes for which they are used and intended to be used.

SECTION 3.18. Customers. Listed in Section 3.18 of the SINA Disclosure Schedule are the names and addresses of the ten most significant customers (by revenue) of the China Online Business for the six-month period ended June 30, 2009 and the amount for which each such customer was invoiced during such period. China Online has not received any notice and does not have any reason to believe that any significant customer of the China Online Business has ceased, or will cease, to use the products or services of China Online, or has substantially reduced, or will substantially reduce, the use of such products or services at any time. None of the customers listed in Section 3.18 of the SINA Disclosure Schedule is an Affiliate of any China Online Company.

SECTION 3.19. Employee Benefit Matters. (a) Section 3.19(a) of the SINA Disclosure Schedule lists (i) all employee benefit plans and all bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, and all employment, termination, severance or other contracts or agreements to which China Online or any of its Affiliates is a party, with respect to which China Online or any of its Affiliates has any obligation or which are maintained, contributed to or sponsored by China Online or any of its Affiliates for the benefit of any current or former employee, officer, director, consultant or independent contractor who provides, or has provided, services to the China Online Business, and (ii) any contracts, arrangements or understandings relating in any way to a sale of the China Online Business between China Online and any of the China Online Companies and any current or former employee, officer, director, consultant or independent contractor who provides, or has provided, services to the China Online Business (collectively, the “China Online Plans”). SINA has made available to CRIC a true and complete copy of such China Online Plans. Neither China Online nor any of its Affiliates has any express or implied commitment (i) to create, incur liability with respect to or cause to exist any other employee benefit plan, program or arrangement relating to the China Online Business, (ii) to enter into any contract or agreement to provide compensation or benefits to any individual providing services to the China Online Business, (iii) to modify, change or terminate any China Online Plan or (iv) to increase the level of compensation payable under any China Online Plan.

(b) Each China Online Plan is now and always has been operated in all material respects in accordance with its terms and the requirements of all applicable Laws. The China Online Companies have performed all obligations required to be performed by them under, are not in any respect in default under or in violation of, and have no knowledge of any default or violation by any party to, any China Online Plan. No civil, criminal or administrative claim, hearing, arbitration, inquiry or proceeding is pending before any Governmental Authority or, to the knowledge of SINA after due inquiry, threatened to be brought by or before any Governmental Authority with respect to any China Online Plan (other than claims for benefits in the ordinary course consistent with past practice).

(c) All contributions, premiums or payments required to be made with respect to any China Online Plan have been made on or before their due dates. All such contributions have been fully deducted for income tax purposes and no such deduction has been challenged or disallowed by any Governmental Authority and no fact or event exists which could reasonably be expected to give rise to any such challenge or disallowance. China Online and each of its Affiliates have made all social security contributions (including contributions to all mandatory

provident fund schemes) in respect of or on behalf of all employees providing services to the China Online Business in accordance with applicable Law.

(d) Neither the execution and delivery of this Agreement or any Transaction Document, nor the consummation of the transactions contemplated hereby or thereby, either alone or in combination with another event (whether contingent or otherwise) will (i) entitle any current or former employee, consultant, independent contractor officer or director providing services to the China Online Business to any increased or modified benefit or payment, (ii) increase the amount of compensation due to any such employee, consultant, independent contractor, officer or director, or (iii) accelerate the vesting, payment or funding of any compensation, equity-based award or benefit, incentive compensation, pension benefit, termination or redundancy pay, or other benefit.

SECTION 3.20. Labor Matters. (a) There are no controversies pending or, to the knowledge of SINA after due inquiry, threatened between China Online or any of Affiliates and any of their respective employees who provide services to the China Online Business. Neither China Online nor any of its Affiliates is a party to any collective bargaining agreement or other labor union contract applicable to persons employed or engaged by the China Online Business, nor, to the knowledge of SINA after due inquiry, are there any activities or proceedings of any labor union to organize any such employees. With respect to the China Online Business, neither China Online nor any of its Affiliates has breached or otherwise failed to comply with any provision of any such agreement or contract, and there are no grievances outstanding against China Online or any of its Affiliates under any such agreement or contract. There is no strike, slowdown, work stoppage or lockout, or, to the knowledge of SINA after due inquiry, threat thereof, by or with respect to any employees providing services to the China Online Business.

(b) With respect to the China Online Business, China Online and each of its Affiliates are in compliance in all material respects with all applicable Laws and Orders relating to the employment of labor, including those related to wages, hours, collective bargaining and the payment and withholding of Taxes and other sums as required by the appropriate Governmental Authority and have withheld and paid to the appropriate Governmental Authority or are holding for payment not yet due to such Governmental Authority all amounts required to be withheld from employees providing services to the China Online Business and are not liable for any arrears of wages, Taxes, penalties or other sums for failure to comply in all material respects with any of the foregoing. With respect to the China Online Business, China Online and each of its Affiliates have paid in full to all employees providing services to the China Online Business or adequately accrued for in accordance with GAAP consistently applied all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees and there is no claim with respect to payment of wages, salary or overtime pay that has been asserted or is now pending or threatened before any Governmental Authority with respect to any persons currently or formerly employed or engaged by the China Online Business.

SECTION 3.21. Key Employees. Section 3.21 of the SINA Disclosure Schedule lists the name, place of employment or engagement, the current annual salary rates, bonuses, deferred or contingent compensation, pension, retention compensation and other like benefits paid or payable (in cash or otherwise) on an annualized basis in 2007, 2008 and 2009, the date of employment or engagement and a description of the position and job function of each current

salaries employee, officer, director, consultant or independent contractor of China Online (and each person not employed by China Online but is currently engaged in respect of the China Online Business) whose annual compensation exceeded (or, in 2009, is expected to exceed) \$70,000.

SECTION 3.22. Internal Controls. Each of the China Online Companies (i) makes and keeps accurate books and records that fairly reflect the transactions and dispositions of assets of such China Online Company, and (ii) maintains internal accounting controls which provide reasonable assurance that (a) transactions are recorded as necessary to permit preparation of their respective financial statements in conformity with GAAP, (b) receipts and expenditures are made only in accordance with general or specific authorizations of management and directors of such China Online Company, (c) access to their respective assets is permitted only in accordance with general or specific authorizations of management and directors of such China Online Company and (d) the reported accounting for their respective assets and liabilities is compared with existing assets and liabilities at reasonable intervals.

SECTION 3.23. Control Agreements. Section 3.23 of the SINA Disclosure Schedule sets forth all of the agreements, contracts and instruments enabling China Online to effect control over and consolidate with its financial statements each China Online Company (collectively, the “China Online Control Agreements”). Each of the China Online Companies which is a party to the China Online Control Agreements has full power, authority and legal right to execute, deliver and perform their respective obligations under each of the China Online Control Agreements to which it is a party, and has authorized, executed and delivered each of the China Online Control Agreements to which it is a party, and such obligations constitute valid, legal and binding obligations enforceable against it in accordance with the terms of each of the China Online Control Agreements. The execution, delivery and performance of each China Online Control Agreement by the parties thereto did not and is not reasonably expected to (i) result in any violation of the business license, articles of association, other constitutional documents (if any) or permits of any China Online Company; (ii) result in any violation of or penalty under any Laws of the PRC as in effect as of the date hereof, including any applicable building or zoning ordinances, covenants, or restrictions; or (iii) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any other contract, agreement, arrangement, license, indenture, mortgage, deed of trust, loan agreement, note, lease or other agreement or instrument in effect as of the date hereof to which any of them is a party or by which any of them is bound or to which any of their property or assets is subject; except, in the case of clauses (ii) and (iii), as would not reasonably be expected to have a China Online Material Adverse Effect. Each China Online Control Agreement is in full force and effect and none of the China Online Companies which is a party to any China Online Control Agreement is in breach or default in the performance or observance of any of the terms or provisions thereof. To the knowledge of SINA after due inquiry, none of the parties to any China Online Control Agreement has sent or received any communication regarding termination of, or intention not to renew, any of the China Online Control Agreements, and no such termination or non-renewal has been threatened by any of the parties thereto. No breach or default, alleged breach or default, or event which would (with the passage of time, notice or both) constitute a breach or default under any of the China Online Control Agreements by any China Online Company, or any other party or obligor with respect thereto, has occurred or as a result of this Agreement or any Ancillary Document to which SINA is a party, or the

performance hereof or thereof, will occur. Consummation of the transactions contemplated by this Agreement and the Ancillary Documents to which SINA is a party will not (and will not give any Person a right to) terminate or modify any rights of, or accelerate or augment any obligation of, any China Online Company under any China Online Control Agreement.

SECTION 3.24. Certain Interests. (a) No shareholder, officer or director of any China Online Company and no relative or spouse (or relative of such spouse) who resides with, or is a dependent of, any such shareholder, officer or director:

(i) has any direct or indirect financial interest in any competitor, supplier or customer of any China Online Company or the China Online Business; provided, however, that the ownership of securities representing no more than one percent of the outstanding voting power of any competitor, supplier or customer and that are also listed on any national securities exchange, shall not be deemed to be a “financial interest” so long as the Person owning such securities has no other connection or relationship with such competitor, supplier or customer;

(ii) owns, directly or indirectly, in whole or in part, or has any other interest in, any tangible or intangible property that any China Online Company uses or has used in the conduct of the China Online Business or otherwise; or

(iii) has outstanding any Indebtedness to any China Online Company.

(b) None of the China Online Companies have any Liability of any nature whatsoever to any of its officers, directors or shareholders or to any relative or spouse (or relative of such spouse) who resides with, or is a dependent of, any such officer, director or shareholder.

SECTION 3.25. Related Party Transactions. Except as set forth in Section 3.25 of the SINA Disclosure Schedule, there are no contracts, agreements, arrangements, understandings, transactions or proposed transactions between any China Online Company, on the one hand, and any shareholder or Affiliate, on the other hand (any such transaction, a “China Online Related Party Transaction”). All China Online Related Party Transactions were on terms and conditions as favorable to such China Online Company as would have been obtainable by it at the time in a comparable arm’s length transaction with an unrelated party.

SECTION 3.26. Taxes. (a) (i) All Tax Returns required to be filed by or with respect to each of the China Online Companies have been timely filed; (ii) all Taxes required to be shown on such Tax Returns or otherwise due in respect of each of the China Online Companies have been timely paid other than those (x) currently payable in the ordinary course of business without penalty or interest or (y) being contested in good faith by appropriate proceedings as of the date hereof; (iii) all such Tax Returns are true, correct and complete in all material respects; (iv) no adjustment relating to such Tax Returns has been proposed in writing by any Governmental Authority; (v) there are no pending Actions for the assessment or collection of Taxes against any of the China Online Companies; (vi) there are no Tax liens on any assets of any of the China Online Companies; (vii) each of the China Online Companies has properly and timely withheld, collected and deposited all Taxes that are required to be withheld,

collected and deposited under applicable Law; (viii) none of the China Online Companies is doing business in or engaged in a trade or business in any jurisdiction in which it has not filed all required Tax Returns; and (ix) none of the China Online Companies has any liability for the Taxes of any Person (other than another China Online Company).

(b) Each of the China Online Companies has, in accordance with applicable Law, duly registered with the relevant Governmental Authority, obtained and maintained the validity of all national and local tax registration certificates and complied with all requirements imposed by such Governmental Authorities. No submissions made to any Governmental Authority in connection with obtaining Tax exemptions, Tax holidays, Tax deferrals, Tax incentives or other preferential Tax treatments or Tax rebates contained any misstatement or omission that would have affected the granting of such Tax exemptions, preferential treatments or rebates. No suspension, revocation or cancellation of any such Tax exemptions, preferential treatments or rebates is pending or, to the knowledge of SINA after due inquiry, threatened.

SECTION 3.27. Certain Business Practices. Neither any China Online Company nor any of its directors, officers, agents, representatives or employees (in their capacity as directors, officers, agents, representatives or employees) has: (a) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity in respect of the China Online Business; (b) directly or indirectly, paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent, or other party acting on behalf of or under the auspices of a governmental official or Governmental Authority, in any country, which is in any manner illegal under any Law of any country having jurisdiction; or (c) made any payment to any customer or supplier of any China Online Company or any officer, director, partner, employee or agent of any such customer or supplier for an unlawful reciprocal practice, or made any other unlawful payment or given any other unlawful consideration to any such customer or supplier or any such officer, director, partner, employee or agent, in respect of the China Online Business.

SECTION 3.28. Brokers. Except for UBS, 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 or the Ancillary Agreements based upon arrangements made by or on behalf of SINA. SINA is solely responsible for the fees and expenses of UBS.

SECTION 3.29. Full and Accurate Disclosure. (i) As of the date hereof, the China Online F-1 Disclosure contained in the Draft Form F-1 does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (ii) as of the Closing Date, the China Online F-1 Disclosure to be contained in the Final Form F-1 will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, other than for any untrue statement in or material omission from Non-Consented Disclosure.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CRIC

Except as set forth in the CRIC Disclosure Schedule, CRIC hereby represents and warrants to SINA, as of the date hereof or, if a representation or warranty is made as of a specified date, as of such date, as set forth below. Each exception set forth in the CRIC Disclosure Schedule is identified by reference to the specific section or subsection of this Agreement and only relates to and qualifies such section or subsection, unless it is reasonably apparent that such exception also relates to another section or subsection, in which case it will also be deemed to relate to and qualify such other section or subsection.

SECTION 4.01. Organization and Authority of CRIC. CRIC is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation and has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. CRIC is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified would not (a) adversely affect the ability of CRIC to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement or (b) adversely affect the ability of the CRIC Companies to conduct the CRIC Business. The execution and delivery by CRIC of this Agreement to which it is a party, the performance by CRIC of its obligations hereunder and thereunder and the consummation by CRIC of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of CRIC. This Agreement has been duly executed and delivered by CRIC, and (assuming due authorization, execution and delivery by SINA) this Agreement constitutes legal, valid and binding obligations of CRIC, enforceable against CRIC in accordance with their respective terms.

SECTION 4.02. Subsidiaries. (a) Section 4.02(a) of the CRIC Disclosure Schedule sets forth a true and complete list of all the CRIC Companies (other than CRIC), listing for each CRIC Company its name, type of entity, the jurisdiction and date of its incorporation or organization, its authorized capital stock, partnership capital or equivalent, the number and type of its issued and outstanding shares of capital stock, partnership interests or similar ownership interests and the current ownership of such shares, partnership interests or similar ownership interests.

(b) Other than those CRIC Companies set forth in Section 4.02(a) of the CRIC Disclosure Schedule, there are no corporations, partnerships, joint ventures, associations or other entities in which any CRIC Company owns, of record or beneficially, any direct or indirect equity or other interest or any right (contingent or otherwise) to acquire the same. No CRIC Company is a member of (nor is any part of the CRIC Business conducted through) any partnership nor is any CRIC Company a participant in any joint venture or similar arrangement.

(c) Each CRIC Company (other than CRIC) that is a corporation: (i) is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation, (ii) has all necessary power and authority to own, operate or lease the properties and assets owned, operated or leased by such CRIC Company and to carry on its business as it

has been and is currently conducted by such CRIC Company and (iii) is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary or desirable, except to the extent that the failure to be so licensed or qualified would not (x) adversely affect the ability of CRIC or the CRIC Companies to carry out their respective obligations under, and to consummate the transactions contemplated by, this Agreement or (y) adversely affect the ability of such CRIC Company to conduct its business or the CRIC Business. Each CRIC Company that is not a corporation: (i) is duly organized and validly existing under the laws of its jurisdiction of organization, (ii) has all necessary power and authority to own, operate or lease the properties and assets owned, operated or leased by such CRIC Company and to carry on its business as it has been and is currently conducted by such CRIC Company and (iii) is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary or desirable, except to the extent that the failure to be so licensed or qualified would not (x) adversely affect the ability of the CRIC Companies to carry out their respective obligations under, and to consummate the transactions contemplated by, this Agreement or (y) adversely affect the ability of such CRIC Company to conduct its business or the CRIC Business.

(d) All corporate actions taken by each CRIC Company (other than CRIC) have been duly authorized and no CRIC Company (other than CRIC) has taken any action that in any respect conflicts with, constitutes a default under or results in a violation of any provision of its Memorandum or Articles of Association (or similar organizational documents). True and complete copies of the Memorandum or Articles of Association (or similar organizational documents), in each case as in effect on the date hereof, of each CRIC Company (other than CRIC) have been delivered by CRIC to SINA.

SECTION 4.03. Capitalization. (a) As of the date hereof, the authorized capital stock of CRIC consists of 500,000,000 CRIC Shares. As of the date hereof, (i) 100,000,000 CRIC Shares are issued and outstanding, all of which are validly issued, fully paid and non-assessable and (ii) no CRIC Shares are reserved for issuance pursuant to options, restricted shares and restricted share units granted pursuant to the CRIC Share Incentive Plan. None of the issued and outstanding CRIC Shares was issued in violation of any preemptive rights. Except for options, restricted shares and restricted share units issued under the CRIC Share Incentive Plan, true and correct details of which are set forth in Section 4.03 of the CRIC Disclosure Schedule, there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the CRIC Shares or obligating CRIC to issue or sell any CRIC Shares, or any other interest in, CRIC. There are no outstanding contractual obligations of CRIC to repurchase, redeem or otherwise acquire any CRIC Shares or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. Immediately upon consummation of the transactions contemplated by this Agreement, the Subscription Shares will be fully paid, non-assessable and free and clear of all Encumbrances. Other than as set forth in the Shareholders Agreement to be executed at Closing, there are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the CRIC Shares.

(b) All the outstanding shares of capital stock of each CRIC Company (other than CRIC) that is a corporation are validly issued, fully paid, non-assessable and, except with

respect to wholly owned CRIC Companies, free of preemptive rights and are owned by CRIC, whether directly or indirectly, free and clear of all Encumbrances. Except as set forth in Section 4.03(b) of the CRIC Disclosure Schedule, there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the capital stock of any CRIC Company or obligating CRIC or any CRIC Company to issue or sell any shares of capital stock of, or any other interest in, any CRIC Company. Other than as set forth in the Shareholders Agreement to be executed at Closing, there are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any shares of capital stock of or any other interests in any CRIC Company.

(c) The share register of each CRIC Company accurately records: (i) the name and address of each Person owning shares of capital stock of such CRIC Company and (ii) the certificate number of each certificate evidencing shares of capital stock issued by such CRIC Company, the number of shares evidenced by each such certificate, the date of issuance thereof and, in the case of cancellation, the date of cancellation.

(d) Immediately after the Closing, the entire issued and outstanding capital stock of China Online shall be owned, directly or indirectly, by CRIC.

(e) Immediately after the Closing but prior to the issuance of any CRIC Shares in the IPO, (i) E-House and Modern Information Ltd. shall each be the beneficial and record owner of the number of issued and outstanding CRIC Shares set forth next to such shareholder's name on Schedule 4.03(e) and (ii) at Closing, CRIC shall issue the Subscription Shares to SINA.

SECTION 4.04. No Conflict. The execution, delivery and performance by CRIC of this Agreement does not and will not (a) violate, conflict with or result in the breach of any provision of the Memorandum or Articles of Association (or similar organizational documents) of any CRIC Company, (b) conflict with or violate any Law or Governmental Order applicable to any CRIC Company or its assets, properties or businesses or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which any CRIC Company is a party, except, in the case of clauses (b) and (c), as would not (i) materially and adversely affect the ability of CRIC to carry out its obligations under, and to consummate the transactions contemplated by this Agreement or (ii) adversely affect the ability of the CRIC Companies to conduct the CRIC Business.

SECTION 4.05. Governmental Consents and Approvals. The execution, delivery and performance by CRIC of this Agreement does not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Authority, except (a) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by CRIC of the transactions contemplated by this Agreement and the Ancillary Agreements or (b) as may be necessary as a result of any facts or circumstances relating solely to SINA or any of its Affiliates (including the China Online Companies).

SECTION 4.06. Intellectual Property.

(a) *List of Intellectual Property.* Section 4.06(a) of the CRIC Disclosure Schedule sets forth a true and complete list of all (i) CRIC Owned Intellectual Property that is Registered, indicating for each such item, as applicable, the application or registration number, date and jurisdiction of filing or issuance, and the identity of the current applicant or registered owner, (ii) material unregistered trademarks and service marks included in the CRIC Owned Intellectual Property and (iii) material CRIC Products.

(b) *Ownership; Sufficiency.* CRIC has sufficient rights to use the CRIC Intellectual Property in connection with the operation of the CRIC Business, all of which rights shall survive unchanged the consummation of the transactions contemplated by the Transaction Documents. The CRIC Intellectual Property includes all Intellectual Property used or held for use in connection with the operation of the CRIC Business, and there are no other items of Intellectual Property that are material to or necessary for the operation of the CRIC Business or for the continued operation of the CRIC Business immediately after the Closing in substantially the same manner as operated prior to the Closing. CRIC is the exclusive owner of all right, title and interest in and to each item of material CRIC Owned Intellectual Property, free and clear of all Encumbrances (other than non-exclusive licenses granted in the ordinary course of business consistent with past practice), or any obligation to grant any Encumbrance. CRIC has a valid license to use the material CRIC Licensed Intellectual Property in connection with the operation of the CRIC Business, subject only to the terms of the CRIC IP Agreements.

(c) *Validity and Enforceability.* The material CRIC Owned Intellectual Property is (i) valid, subsisting and enforceable, (ii) currently in compliance with any and all formal legal requirements necessary to maintain the validity and enforceability thereof, and (iii) not subject to any outstanding order, judgment, injunction, decree, ruling or agreement adversely affecting CRIC's use thereof or rights thereto, or that would impair the validity or enforceability thereof. The material Registered CRIC Owned Intellectual Property is currently in compliance with any and all formal legal requirements necessary to record and perfect CRIC's interest therein and the chain of title thereof.

(d) *Infringement.* Except as would not have a CRIC Material Adverse Effect, CRIC does not and has not and the operation of the CRIC Business and the use of the CRIC Intellectual Property and CRIC Products in connection therewith do not, and have not in the last two (2) years, infringed, misappropriated or otherwise violated or conflicted with the Intellectual Property rights of any other Person. There is no action or claim pending, asserted or, to the knowledge of CRIC, threatened against CRIC concerning any of the foregoing, nor has CRIC received any notification that a license under any other Person's Intellectual Property (other than licenses included in the CRIC IP Agreements) is or may be required to operate the CRIC Business. To the knowledge of CRIC, no Person is engaging, or has engaged in the last two (2) years, in any activity that infringes, misappropriates or otherwise violates or conflicts with any material CRIC Intellectual Property, and there is no action or claim pending, asserted or threatened by CRIC against any other Person concerning any of the foregoing.

(e) *Protection Measures.* CRIC has taken reasonable measures consistent with industry standards to maintain the confidentiality and value of all confidential information

used or held for use in the operation of the CRIC Business, including the source code for any CRIC Software or CRIC Products and all other confidential CRIC Intellectual Property. To the knowledge of CRIC, no material confidential information, trade secrets or other confidential CRIC Intellectual Property have been disclosed by CRIC to any Person except pursuant to appropriate non-disclosure and/or license agreements that obligate such Person to keep such confidential information, trade secrets or other confidential CRIC Intellectual Property confidential and to the knowledge of CRIC, no party thereto is in material default of any such agreement.

(f) *Public Software*. Except as would not have a CRIC Material Adverse Effect, no Public Software has been used by the CRIC Companies in connection with any CRIC Software or CRIC Product in a manner that requires the licensing, disclosure or distribution of any source code (other than source code that is a part of such Public Software) or limits the receipt of consideration in connection with the licensing or distribution of such CRIC Software or CRIC Product.

(g) *CRIC IP Agreements*. CRIC has not granted nor is it obligated to grant any Person any exclusive rights in, to or under, or any right to sublicense, any material CRIC Intellectual Property. Each CRIC IP Agreement (other than agreements for Off-the-Shelf Software) (i) is in full force and effect and (ii) upon consummation of the transactions contemplated by this Agreement and the Ancillary Agreements shall continue in full force and effect without penalty or other adverse consequence. CRIC is not in material breach of, or default under, any CRIC IP Agreement (other than agreements for Off-the-Shelf Software). To the knowledge of CRIC, no other party to any CRIC IP Agreement (other than agreements for Off-the-Shelf Software) is in breach thereof or default thereunder and CRIC has not received any notice of termination, cancellation, breach or default under any such CRIC IP Agreement.

(h) *IT Assets*. The IT Assets owned by or licensed, pursuant to valid and enforceable license agreements, to the CRIC Companies (including the CRIC Software) are adequate for, and operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required in connection with, the operation of the CRIC Business. To the knowledge of CRIC, the IT Assets owned by or licensed to CRIC are free from material bugs or other defects and do not contain any viruses. The CRIC Companies have implemented reasonable backup, security and disaster recovery measures and technology consistent with industry practices, and, to the knowledge of CRIC and except as has not had or would not have a material impact on the CRIC Companies or the CRIC Business, no Person has gained unauthorized access to any IT Assets owned or licensed by the CRIC Companies.

SINA acknowledges that in the event of a conflict between the representations and warranties contained in this Section 4.06 and any other representations and warranties contained in this Agreement with respect to Intellectual Property, including infringement, misappropriation or other violation of Intellectual Property the representations and warranties contained in this Section 4.06 shall govern.

SECTION 4.07. Customers. Listed in Section 4.07 of the CRIC Disclosure Schedule are the names and addresses of the ten most significant customers (by revenue) of the

CRIC Business for the six-month period ended June 30, 2009 and the amount for which each such customer was invoiced during such period. CRIC has not received any notice and does not have any reason to believe that any significant customer of the CRIC Business has ceased, or will cease, to use the products or services of CRIC, or has substantially reduced, or will substantially reduce, the use of such products or services at any time. None of the customers listed in Section 4.07 of the CRIC Disclosure Schedule is an Affiliate of any CRIC Company.

SECTION 4.08. Related Party Transactions. Except as set forth in Section 4.08 of the CRIC Disclosure Schedule, there are no contracts, agreements, arrangements, understandings, transactions or proposed transactions between any CRIC Company, on the one hand, and any shareholder or Affiliate, on the other hand (any such transaction, a “CRIC Related Party Transaction”). All CRIC Related Party Transactions were entered into on terms and conditions as favorable to such CRIC Company as would have been obtainable by it at the time in a comparable arm’s length transaction with an unrelated party.

SECTION 4.09. Taxes. (a) (i) All Tax Returns required to be filed by or with respect to each of the CRIC Companies have been timely filed; (ii) all Taxes required to be shown on such Tax Returns or otherwise due in respect of each of the CRIC Companies been timely paid other than those (x) currently payable in the ordinary course of business without penalty or interest or (y) being contested in good faith by appropriate proceedings as of the date hereof; (iii) all such Tax Returns are true, correct and complete in all material respects; (iv) no adjustment relating to such Tax Returns has been proposed in writing by any Governmental Authority; (v) there are no pending Actions for the assessment or collection of Taxes against any of the CRIC Companies; (vi) there are no Tax liens on any assets of any of the CRIC Companies; (vii) each of the CRIC Companies has properly and timely withheld, collected and deposited all Taxes that are required to be withheld, collected and deposited under applicable Law; (viii) none of the CRIC Companies is doing business in or engaged in a trade or business in any jurisdiction in which it has not filed all required Tax Returns; and (ix) none of the CRIC Companies has any liability for the Taxes of any Person (other than another CRIC Company).

(b) Each of the CRIC Companies has, in accordance with applicable Law, duly registered with the relevant Governmental Authority, obtained and maintained the validity of all national and local tax registration certificates and complied with all requirements imposed by such Governmental Authority. No submissions made to any Governmental Authority in connection with obtaining Tax exemptions, Tax holidays, Tax deferrals, Tax incentives or other preferential Tax treatments or Tax rebates contained any misstatement or omission that would have affected the granting of such Tax exemptions, preferential treatments or rebates. No suspension, revocation or cancellation of any such Tax exemptions, preferential treatments or rebates is pending or, to the knowledge of CRIC after due inquiry, threatened.

SECTION 4.10. Full and Accurate Disclosure. (i) As of the date hereof, the Draft Form F-1 does not contain an untrue statement by CRIC of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (ii) as of the Closing Date, the Final Form F-1 will not contain, an untrue statement by CRIC of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that for all purposes under each of (i) and (ii), the representations

and warranties set forth in this Section 4.10 shall not address or cover, and CRIC shall not be liable, in any manner whatsoever, with respect to, any untrue statement of a material fact or omission to state a material fact therein to the extent such untrue statement is contained in, or such an omission constitutes an omission from, any China Online F-1 Disclosure.

SECTION 4.11. Certain Business Practices. Neither any CRIC Company nor any of its directors, officers, agents, representatives or employees (in their capacity as directors, officers, agents, representatives or employees) has: (a) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity in respect of the CRIC Business; (b) directly or indirectly, paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent, or other party acting on behalf of or under the auspices of a governmental official or Governmental Authority, in any country, which is in any manner illegal under any Law of any country having jurisdiction; or (c) made any payment to any customer or supplier of any CRIC Company or any officer, director, partner, employee or agent of any such customer or supplier for an unlawful reciprocal practice, or made any other unlawful payment or given any other unlawful consideration to any such customer or supplier or any such officer, director, partner, employee or agent, in respect of the CRIC Business.

SECTION 4.12. Brokers. Except for Credit Suisse, 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 CRIC. CRIC shall be solely responsible for payment of the fees and expenses of Credit Suisse.

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.01. Conduct of Business Prior to the Closing. (a) SINA covenants and agrees that, except as described in Section 5.01(a) of the SINA Disclosure Schedule, between the date hereof and the time of the Closing, no China Online Company shall conduct its business other in the ordinary course consistent with its prior practice. Without limiting the generality of the foregoing, except as described in Section 5.01(a) of the SINA Disclosure Schedule, China Online shall (i) continue its advertising and promotional activities, and pricing and purchasing policies, in accordance with past practice; (ii) not shorten or lengthen the customary payment cycles for any of their payables or receivables; (iii) use their commercially reasonable to (A) preserve intact its business organizations and the business organization of the China Online Business, (B) continue in full force and effect without material modification all existing policies or binders of insurance currently maintained in respect of the China Online Companies and the CRIC Business, and (C) preserve its current relationships with its customers, suppliers and other persons with which it has had significant business relationships; and (iv) not engage in any practice, take any action, fail to take any action or enter into any transaction which could cause any representation or warranty of SINA to be untrue or result in a breach of any covenant made by SINA in this Agreement. Except as described in Section 5.01(a) of the SINA Disclosure Schedule or as required or contemplated hereunder, SINA covenants and agrees that,

between the date hereof and the time of the Closing, without the prior written consent of CRIC, no China Online Company will:

(i) permit or allow any of the China Online Assets to be subjected to any Encumbrance, other than as disclosed in the China Online Financial Statements, China Online Interim Financial Statements or Permitted Encumbrances and Encumbrances that will be released at or prior to the Closing;

(ii) except in the ordinary course of business consistent with past practice, pay or otherwise discharge any Liability related to any China Online Company;

(iii) write down or write up (or fail to write down or write up in accordance with GAAP consistent with past practice) the value of any China Online Receivables or revalued any of the China Online Assets other than in the ordinary course of business consistent with past practice and in accordance with GAAP;

(iv) make any change in any method of accounting or accounting practice or policy used by it, other than such changes required by GAAP and set forth in Section 5.01(a) of the SINA Disclosure Schedule;

(v) amend, terminate, cancel or compromise any of its material claims or waive any other rights of substantial value to it;

(vi) issue, grant, sell, purchase or repurchase any capital stock, notes, bonds or other securities, or any option, warrant or other right to acquire the same, of any China Online Company;

(vii) redeem any of the capital stock or declare, make or pay any dividends or distributions (whether in cash, securities or other property) to the holders of capital stock of any China Online Company or otherwise, other than dividends, distributions and redemptions declared, made or paid by any China Online Company solely to any other China Online Company;

(viii) merge with, enter into a consolidation with or acquire an interest of 5% or more in any Person or acquire a substantial portion of the assets or business of any Person or any division or line of business thereof, or otherwise acquire any material assets other than in the ordinary course of business consistent with past practice;

(ix) make any capital expenditure or commitment for any capital expenditure in excess of \$2,000,000 individually or \$5,000,000 in the aggregate;

(x) issue any sales orders or otherwise agree to make any purchases involving exchanges in value in excess of \$2,000,000 individually or \$10,000,000 in the aggregate;

(xi) make any material change in the customary methods of its operations, including practices and policies relating to purchasing, marketing, selling and pricing;

(xii) make, revoke or change any material Tax election or method of Tax accounting or settle or compromise any material liability with respect to its Taxes;

(xiii) incur any Indebtedness in excess of \$1,000,000 individually or \$3,000,000 in the aggregate;

(xiv) make any loan to, guarantee any Indebtedness of, or otherwise incur any Indebtedness on behalf of, any Person, other than a China Online Company;

(xv) (x) other than in the ordinary course of business consistent with past practice, grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable to any current or former employee, director, officer, consultant or independent contractor of the China Online Business, including any increase, or other change pursuant to any China Online Plan or (y) grant, establish, increase, promise to increase or accelerate vesting or exercisability of any benefits under any China Online Plan, in either case except as required by Law or any collective bargaining agreement;

(xvi) other than in the ordinary course of business consistent with past practice, enter into any agreement, arrangement or transaction with any current or former director, officer, employee of the China Online Business or any of its shareholders (or with any relative, beneficiary, spouse or Affiliate of such Persons);

(xvii) other than in the ordinary course of business consistent with past practice, terminate, discontinue, close or dispose of any facility or other business operation, or lay off any employees or implement any early retirement, separation or redundancy program or announce or plan any such action or program for the future;

(xviii) permit to lapse or become abandoned any material Intellectual Property (or any registration or grant thereof or any application relating thereto) to which, or under which, any China Online Company has any right, title, interest or license;

(xix) (x) allow any material China Online Permit that was issued to or relates to any China Online Company or otherwise relates to the China Online Business to lapse or terminate or (y) fail to renew any insurance policy or material China Online Permit that is scheduled to terminate or expire within 45 calendar days of the Closing;

(xx) amend, modify or consent to the termination of any China Online Material Contract or the rights of any China Online Company thereunder;

(xxi) amend or restate the Memorandum or Articles of Association (or other organizational documents) of any China Online Company;

(xxii) (w) abandon, sell, assign, or grant any security interest in or to any material China Online Intellectual Property, including failing (A) to perform or cause to be performed all applicable filings, recordings and other acts or (B) to pay or cause to be paid all required fees and Taxes to maintain and protect its interest in such Intellectual Property, (x) granted to any third party any license with respect to any such Intellectual

Property, other than non-exclusive licenses to China Online Products in the ordinary course of its business consistent with past practice, (y) develop, create or invent any China Online Intellectual Property jointly with any third party (other than such joint development, creation or invention with a third party that is in progress prior to the Balance Sheet Date), or (z) disclose, or allow to be disclosed, any material confidential China Online Intellectual Property, unless such Intellectual Property is subject to a confidentiality or non-disclosure covenant protecting against further disclosure thereof; or

(xxiii) agree, whether in writing or otherwise, to take any of the actions specified in this Section 5.01(a) or grant any options to purchase, rights of first refusal, rights of first offer or any other similar rights or commitments with respect to any of the actions specified in this Section 5.01(a), except as expressly contemplated by this Agreement and the Ancillary Agreements.

(b) CRIC covenants and agrees that, except as described in Section 5.01(b) of the CRIC Disclosure Schedule, between the date hereof and the time of the Closing, no CRIC Company shall conduct its business other in the ordinary course consistent with its prior practice. Without limiting the generality of the foregoing, except as described in Section 5.01(b) of the CRIC Disclosure Schedule, CRIC shall (i) continue its advertising and promotional activities, and pricing and purchasing policies, in accordance with past practice; (ii) not shorten or lengthen the customary payment cycles for any of their payables or receivables; (iii) use their commercially reasonable efforts to (A) preserve intact its business organizations and the business organization of the CRIC Business, (B) continue in full force and effect without material modification all existing policies or binders of insurance currently maintained in respect of the CRIC Companies and the CRIC Business, and (C) preserve its current relationships with its customers, suppliers and other persons with which it has had significant business relationships; and (iv) not engage in any practice, take any action, fail to take any action or enter into any transaction which could cause any representation or warranty of CRIC to be untrue or result in a breach of any covenant made by CRIC in this Agreement. Except as described in Section 5.01(b) of the CRIC Disclosure Schedule or as required or contemplated hereunder, including as set forth in Sections 5.05 and 5.11 hereof, CRIC covenants and agrees that, between the date hereof and the time of the Closing, without the prior written consent of SINA, no CRIC Company will:

(i) permit or allow any of the CRIC Assets to be subjected to any Encumbrance, other than as disclosed in the CRIC Financial Statements, Permitted Encumbrances and Encumbrances that will be released at or prior to the Closing;

(ii) except in the ordinary course of business consistent with past practice, pay or otherwise discharge any Liability related to any CRIC Company;

(iii) write down or write up (or fail to write down or write up in accordance with GAAP consistent with past practice) the value of any receivables or revalue any of the CRIC Assets other than in the ordinary course of business consistent with past practice and in accordance with GAAP;

(iv) make any change in any method of accounting or accounting practice or policy used by it, other than such changes required by GAAP and set forth in Section 5.01(b) of the CRIC Disclosure Schedule;

(v) amend, terminate, cancel or compromise any of its material claims or waive any other rights of substantial value to it;

(vi) issue, grant, sell, purchase or repurchase any capital stock, notes, bonds or other securities, or any option, warrant or other right to acquire the same, of any CRIC Company;

(vii) redeem any of the capital stock or declare, make or pay any dividends or distributions (whether in cash, securities or other property) to the holders of capital stock of any CRIC Company or otherwise, other than dividends, distributions and redemptions declared, made or paid by any CRIC Company solely to any other CRIC Company;

(viii) merge with, enter into a consolidation with or acquire an interest of 5% or more in any Person or acquire a substantial portion of the assets or business of any Person or any division or line of business thereof, or otherwise acquire any material assets other than in the ordinary course of business consistent with past practice;

(ix) make any capital expenditure or commitment for any capital expenditure in excess of \$2,000,000 individually or \$5,000,000 in the aggregate;

(x) issue any sales orders or otherwise agreed to make any purchases involving exchanges in value in excess of \$2,000,000 individually or \$10,000,000 in the aggregate;

(xi) make any material change in the customary methods of its operations, including practices and policies relating to purchasing, marketing, selling and pricing;

(xii) make, revoke or change any material Tax election or method of Tax accounting or settle or compromise any material liability with respect to its Taxes;

(xiii) incur any Indebtedness in excess of \$1,000,000 individually or \$3,000,000 in the aggregate;

(xiv) make any loan to, guaranteed any Indebtedness of, or otherwise incurred any Indebtedness on behalf of, any Person other than a CRIC Company;

(xv) (i) other than in the ordinary course of business consistent with past practice, grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable to any current or former employee, director, officer, consultant or independent contractor of the CRIC Business, including any increase or other change pursuant to any employee benefit plan, program or arrangement or (ii) grant, establish, increase, promise to increase or accelerate vesting or exercisability of any benefits under any employee benefit plan, program or

arrangement, in either case except as required by Law or any collective bargaining agreement;

(xvi) other than (x) in the ordinary course of business consistent with past practice or (y) as is deemed necessary by CRIC in connection with the IPO, enter into any agreement, arrangement or transaction with any current or former director, officer, employee of the CRIC Business or any of its shareholders (or with any relative, beneficiary, spouse or Affiliate of such Persons);

(xvii) other than in the ordinary course of business consistent with past practice, terminate, discontinue, close or dispose of any facility or other business operation, or lay off any employees or implement any early retirement, separation or redundancy program or announce or plan any such action or program for the future;

(xviii) permit to lapse or become abandoned any material Intellectual Property (or any registration or grant thereof or any application relating thereto) to which, or under which, any CRIC Company has any right, title, interest or license;

(xix) (i) allow any material CRIC Permit that was issued to or relates to any CRIC Company or otherwise relates to the CRIC Business to lapse or terminate or (ii) fail to renew any insurance policy or material CRIC Permit that is scheduled to terminate or expire within 45 calendar days of the Closing;

(xx) amend, modify or consent to the termination of any material contract or material agreement or the rights of any CRIC Company thereunder;

(xxi) amend or restate the Memorandum or Articles of Association (or other organizational documents) of any CRIC Company;

(xxii) (x) abandon, sell, assign, or grant any security interest in or to any Intellectual Property, including failing (A) to perform or cause to be performed all applicable filings, recordings and other acts or (B) to pay or cause to be paid all required fees and Taxes to maintain and protect its interest in CRIC Owned Intellectual Property, (y) granted to any third party any exclusive license with respect to any CRIC Owned Intellectual Property, or (z) disclose, or allow to be disclosed, any confidential material CRIC Owned Intellectual Property, unless such Intellectual Property is subject to a confidentiality or non-disclosure covenant protecting against further disclosure thereof, except, in the case of each of (x), (y) and (z), as has not had a CRIC Material Adverse Effect;

(xxiii) agree, whether in writing or otherwise, to take any of the actions specified in this Section 5.01(b) or grant any options to purchase, rights of first refusal, rights of first offer or any other similar rights or commitments with respect to any of the actions specified in this Section 5.01(b), except as expressly contemplated by this Agreement and the Ancillary Agreements.

SECTION 5.02. Access to Information. (a) From the date hereof until the Closing, upon reasonable notice, CRIC shall cause its officers, directors, employees, agents,

representatives, accountants and counsel to: (i) afford the officers, employees, agents, accountants, counsel, financing sources and representatives of SINA reasonable access, during normal business hours, to the offices, properties, plants, other facilities, books and records of CRIC and to those officers, directors, employees, agents, accountants and counsel, except, in the case of counsel, as would be deemed a waiver of privilege, of CRIC who have any knowledge relating to CRIC or the CRIC Business and (ii) furnish to the officers, employees, agents, accountants, counsel, financing sources and representatives of SINA such additional financial and operating data and other information regarding the assets, properties, liabilities and goodwill of CRIC and the CRIC Business (or legible copies thereof) as SINA may from time to time reasonably request.

(b) From the date hereof until the Closing, upon reasonable notice, SINA shall cause its officers, directors, employees, agents, representatives, accountants and counsel to: (i) afford the officers, employees, agents, accountants, counsel, financing sources and representatives of CRIC reasonable access, during normal business hours, to the offices, properties, plants, other facilities, books and records of SINA, China Online and the China Online Companies (and to the extent related to the China Online Business, also of SINA WOFE or Beijing SINA) and to those officers, directors, employees, agents, accountants and counsel, except, in the case of counsel, as would be deemed a waiver of privilege, of SINA, China Online and the China Online Companies who have any knowledge relating to China Online, the China Online Companies, the China Online Business and any SINA information related to the China Online Business and (ii) furnish to the officers, employees, agents, accountants, counsel, financing sources and representatives of CRIC such additional financial and operating data and other information regarding the assets, properties, liabilities and goodwill of China Online, the China Online Companies, the China Online Business or any SINA information related to the China Online Business (or legible copies thereof) as CRIC may from time to time reasonably request.

(c) In order to facilitate the resolution of any claims made by or against or incurred by SINA after the Closing or for any other reasonable purpose, for a period of seven years following the Closing, CRIC shall (i) retain the books and records of CRIC which relate to the CRIC Business and its operations for periods prior to the Closing and which shall not otherwise have been delivered to SINA and (ii) upon reasonable notice, afford the officers, employees, agents and representatives of SINA reasonable access (including the right to make photocopies, at the expense of SINA), during normal business hours, to such books and records.

(d) In order to facilitate the resolution of any claims made by or against or incurred by CRIC after the Closing or for any other reasonable purpose, for a period of seven years following the Closing, SINA shall (i) retain the books and records of SINA which relate to the CRIC Business and its operations for periods prior to the Closing and which shall not otherwise have been delivered to CRIC and (ii) upon reasonable notice, afford the officers, employees, agents and representatives of CRIC reasonable access (including the right to make photocopies, at the expense of CRIC), during normal business hours, to such books and records.

SECTION 5.03. Notice of Developments. Prior to the Closing, CRIC and SINA shall promptly notify the other party in writing of (a) all events, circumstances, facts and occurrences arising subsequent to the date of this Agreement which could result in any breach of

a representation or warranty or covenant of CRIC or SINA, as the case may be, in this Agreement or which could have the effect of making any representation or warranty of CRIC or SINA, as the case may be, in this Agreement untrue or incorrect in any respect and (b) all other material developments affecting the assets, Liabilities, business, financial condition, operations, results of operations, customer or supplier relations, employee relations, projections or prospects of CRIC or SINA, as the case may be; provided, in each case, that no such notification shall affect the representations and warranties, covenants or agreements of either CRIC or SINA or relieve either CRIC or SINA of any liability for breach of any such representation, warranty, covenant or agreement or affect the remedies available to the other party hereunder, including under Article VIII hereof.

SECTION 5.04. Release. Prior to Closing, each of SINA and China Online shall execute waivers (the Mutual Waivers”), identical in form and substance, to the effect that as of the Closing, SINA, with respect to China Online and China Online, with respect to SINA, in each case, on its own behalf and on behalf of each of its present and former Affiliates (excluding, in the case of SINA, the China Online Companies) and all persons claiming by or through them (the Releasing Parties”) unconditionally and irrevocably waives, releases, discharges and agrees to hold harmless, in the case of SINA, China Online and the other China Online Companies, and in the case of China Online, SINA, and in each case, each of their respective officers, directors, employees, agents, representatives (in their capacity as officers, directors, employees, agents or representatives), and their respective heirs, legal representatives, successors and assigns and any and all of the foregoing (collectively, the Released Parties”) from any and all Actions which any of the Releasing Parties ever had, now have or hereafter can, shall or may have against the Released Parties; and further agrees to waive and release (to the maximum extent permitted by law) any and all claims, rights or defenses that it may have under the Law of any applicable jurisdiction that may otherwise limit or restrict the effectiveness or scope of the release granted hereunder; provided, however that the foregoing provisions of this Section 5.04 shall not apply to or affect any obligations or liabilities which arise or are incurred pursuant to (i) the Transaction Documents (including this Agreement and the Ancillary Agreements); or (ii) any agreements or transactions entered into following the Closing; or (iii) accounts payable for license fees owing but not yet due in the ordinary course of business under the licensing agreements set forth in Schedule 5.04, which licensing agreements are to be amended and restated on the Closing Date pursuant to the Ancillary Agreements.

SECTION 5.05. Amendment of Memorandum and Articles of Association. Following the date hereof, CRIC shall take all necessary action to, with effect as of the Closing, duly execute an amendment to its Memorandum and Articles of Association (or similar organizational documents) to provide, among other things, that (i) any contract or agreement (and any modification or amendment thereto) between or among any CRIC Company, on the one hand, and any Affiliate thereof, on the other hand, with a value exceeding the greater of (A) \$10,000,000 and (B) more than 5% of the total revenues of CRIC in the most recent fiscal year for which CRIC’s audited consolidated financial statements are available, be subject to the approval of a majority of the disinterested members of the Board of Directors of CRIC (such process, the Related Party Transaction Approval Process”) and (ii) any modification or amendment to the Related Party Transaction Approval Process be a matter requiring the approval of not less than three-fourths of the members of the Board of Directors of CRIC.

SECTION 5.06. Form F-1. CRIC shall, not less than five (5) Business Days prior to the date that CRIC files the Final Form F-1 with the SEC (the “Public Filing Date”), furnish to SINA or its counsel the latest draft of the Final Form F-1 as of such date and all amendments and supplements thereto until the Public Filing Date. CRIC shall also furnish to SINA or its counsel drafts of the pre-effective amendments to the Final Form F-1 to be filed with the SEC after the Public Filing Date. SINA shall have the right to provide CRIC with any comments it may have to such drafts, but only to the extent that such comments relate to disclosures with respect to China Online F-1 Disclosure. SINA shall ensure that all such comments are provided in a prompt manner, having regard to the IPO timetable and IPO marketing process. If CRIC determines that it does not wish to incorporate into the Final Form F-1 (including any such pre-effective amendment) any comments so provided by SINA with the respect to the China Online F-1 Disclosure to be included therein, CRIC and SINA (or their respective counsel) shall promptly discuss such comments in good faith and attempt to agree on amendments to deal with such comments such that SINA consents to such amendments or agrees to withdraw such comments. For its part, SINA will cooperate with CRIC and its counsel in such process and shall not unreasonably withhold, delay or condition its consent (having regard to the IPO timetable and IPO marketing process). Any information with respect to which SINA reasonably withholds consent for inclusion into the Final Form F-1 but which CRIC nevertheless includes in the Final Form F-1 shall constitute “Non-Consented Disclosure.”

SECTION 5.07. Confidentiality.

(a) Each of SINA and CRIC acknowledge that SINA and CRIC have previously executed a mutual non-disclosure agreement dated July 23, 2009 (the “Confidentiality Agreement”), which Confidentiality Agreement shall notwithstanding its terms continue in full force and effect until the Closing or, if this Agreement is terminated pursuant to Article VIII, the first (1st) anniversary of the termination of this Agreement. In addition, the parties hereto agree that the terms and conditions of the transactions contemplated hereby, and information exchanged in connection with the execution hereof and the consummation of the transactions contemplated hereby, shall be subject to the Confidentiality Agreement.

(b) Following the Closing, (i) SINA shall, and shall cause its Affiliates and its and its Affiliates’ respective officers, directors, agents and representatives to, treat and hold as confidential all CRIC Post-Closing Information and not to use any CRIC Post-Closing Information other than for the benefit of CRIC and its Subsidiaries or as otherwise permitted under the Ancillary Agreements; and (ii) CRIC shall, and shall cause its Affiliates and its and its Affiliates’ respective officers, directors, agents and representatives to, treat and hold as confidential all SINA Post-Closing Information and not to use any SINA Post-Closing Information other than for the benefit of SINA and its Subsidiaries or as otherwise permitted under the Ancillary Agreements; provided, however that the foregoing restrictions shall not apply to any CRIC Post-Closing Information (in the case of (i)) or SINA Post-Closing Information (in the case of (ii)), which (i) was publicly known by the recipient of such information or its Affiliates or their respective officers, directors, agents and representatives (each a “Recipient”) at the time of communication thereof by the disclosing party; (ii) becomes publicly known through no fault of the Recipient, subsequent to the time of the communication thereof by the disclosing party to the Recipient; (iii) is developed by the Recipient independently of and without reference to any of the disclosed information or any other information that the

disclosing party disclosed in confidence to any third party; (iv) is required to be disclosed by an applicable Law or any Governmental Order binding on the Recipient provided that (A) the Recipient provides the disclosing party with prompt written notice of such requirement so that the disclosing party may at its own cost seek a protective order or other remedy; (B) in the event that such protective order or other remedy is not obtained, the Recipient shall furnish only that portion of such information which is legally required to be provided and exercise its reasonable best efforts to obtain assurances that confidential treatment will be accorded such information.

(c) The parties agree and acknowledge that remedies at law for any breach of obligations under this Section 5.07 are inadequate and that in addition thereto the non-breaching party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach.

SECTION 5.08. China Online Companies. From the date hereof, SINA and CRIC shall use commercially reasonable efforts to discuss and agree upon amendments to the China Online Control Agreements, with effect as of the Closing, to conform them with the agreements, contracts and instruments enabling CRIC to effect control over and consolidate with its financial statements Shanghai Tian Zhuo Advertising Co., Ltd., in form and substance reasonably satisfactory to SINA. SINA shall take all actions necessary to ensure that, as of the Closing Date, the China Online Domestic Entity shall have obtained an updated business license from the State Administration for Industry and Commerce evidencing ownership of 100% equity interest in the China Online Domestic Entity by a nominee or nominees acceptable to CRIC in its sole discretion.

SECTION 5.09. Transfer of China Online Trademarks. On or prior to Closing, SINA shall file with the relevant Governmental Authorities documents necessary to assign any and all of SINA's right, title and interest in and to the Transferred Trademarks to CRIC or a China Online Company, as reasonably requested by CRIC.

SECTION 5.10. Data from Third Party Providers. CRIC shall use commercially reasonable and practical efforts to mitigate the risk that the use by any CRIC Company of data received from third party providers will infringe, misappropriate or otherwise violate the Intellectual Property rights of any other Person in each case, in any material manner.

SECTION 5.11. China Online Shareholders' Agreement. Each of the parties hereto agrees and shall use all reasonable efforts to take, or cause to be taken, all appropriate action to terminate, effective as of the Closing, the shareholders' agreement, dated as of February 24, 2008, by and among SINA, E-House, E-House Info and China Online.

SECTION 5.12. Employee Benefits.

(a) Prior to the Closing Date, CRIC shall effect a reverse stock split of all issued and outstanding CRIC Shares, pursuant to which each then issued and outstanding CRIC Share shall automatically convert into one-half of a CRIC Share.

(b) As of the Closing Date, and following the reverse stock split referred to in Section 5.12(a), each outstanding option to purchase one (1) China Online Share under the China Online Stock Option Plan, whether or not vested (each a "China Online Option"), shall be

automatically converted into an option to purchase one (1) CRIC Share (an “Adjusted Option”) on the same terms and conditions as were set forth in the China Online Stock Option Plan and the applicable grant or option agreement (including terms and conditions as to vesting, exercisability and exercise price), except to the extent that such terms and conditions may be altered in accordance with their terms as a result of the transactions contemplated in this Agreement.

(c) Each employee, director or consultant of SINA or any of its Subsidiaries (each, a SINA Employee)” who holds a China Online Option immediately prior to the Closing shall, to the extent not vested, continue to receive credit for vesting purposes with respect to any Adjusted Option for services performed by such SINA Employee on or after the Closing Date and shall not incur a termination of Service (as such term is defined under the China Online Stock Option Plan) for purposes of the China Online Stock Option Plan and any applicable grant or option agreement; provided that such SINA Employee continues to provide Services to SINA or any of its Subsidiaries.

(d) SINA and CRIC mutually agree to use their reasonable best efforts to take all actions that are necessary and appropriate to effectuate the actions contemplated by this Section 5.12.

SECTION 5.13. Ancillary Agreements. Each of CRIC and SINA shall, and shall cause its respective Subsidiaries to, negotiate in good faith and use its respective best efforts to agree, prior to the Public Filing Date, on the form and substance of the Ancillary Agreements.

SECTION 5.14. Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the Ancillary Agreements to which it is a party and consummate and make effective the transactions contemplated hereby and thereby.

ARTICLE VI

CONDITIONS TO CLOSING

SECTION 6.01. Conditions to Obligations of SINA. The obligations of SINA to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Ancillary Agreements. Each of the Ancillary Agreements shall have been agreed between the parties hereto and thereto and executed in form and substance reasonably satisfactory to SINA.

(b) Conditions to IPO Satisfied. All conditions precedent (other than those to be satisfied contemporaneously with Closing) under the underwriting agreement for the IPO shall have been satisfied or waived in accordance with such underwriting agreement;

(c) Market Capitalization. The Market Capitalization shall not be less than an amount to be agreed between SINA and CRIC prior to the Public Filing Date; and

(d) Shareholding in CRIC. The Subscription Shares shall represent not less than 39% of the issued and outstanding share capital of CRIC (excluding (i) any CRIC Shares to be issued in the IPO and (ii) any CRIC Shares to be issued upon exercise, conversion or exchange of options or other securities).

SECTION 6.02. Conditions to Obligations of CRIC. The obligations of CRIC to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Ancillary Agreements. Each of the Ancillary Agreements shall have been agreed between the parties hereto and thereto and executed in form and substance reasonably satisfactory to SINA.

(b) Conditions to IPO Satisfied. All conditions precedent (other than those to be satisfied contemporaneously with Closing) under the underwriting agreement for the IPO shall have been satisfied or waived in accordance with such underwriting agreement; and

(c) Market Capitalization. The Market Capitalization shall not be less than an amount to be agreed between SINA and CRIC prior to the Public Filing Date.

ARTICLE VII INDEMNIFICATION

SECTION 7.01. Survival of Representations and Warranties. (a) The representations and warranties of SINA contained in this Agreement and the Ancillary Agreements shall survive the Closing until 18 months after the Closing; provided, however, that (i) the representations and warranties made pursuant to Sections 3.01, 3.02, 3.03, 3.04, 3.06 and 3.07 shall survive indefinitely and (ii) the representations and warranties dealing with Tax matters shall survive until 120 days after the expiration of the relevant statute of limitations for the Tax liabilities in question. Neither the period of survival nor the liability of SINA with respect to SINA's representations and warranties shall be reduced by any investigation made at any time by or on behalf of CRIC. If written notice of a claim setting forth reasonable details as to the basis of the claim has been given prior to the expiration of the applicable representations and warranties by CRIC to SINA, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

(b) The representations and warranties of CRIC contained in this Agreement and the Ancillary Agreements shall survive the Closing until 18 months after the Closing; provided, however, that (i) the representations and warranties made pursuant to Sections 4.01, 4.02, 4.03, 4.04 and 4.05 shall survive indefinitely and (ii) the representations and warranties dealing with Tax matters shall survive until 120 days after the expiration of the relevant statute of limitations for the Tax liabilities in question. Neither the period of survival nor the liability of CRIC with respect to CRIC's representations and warranties shall be reduced by any

investigation made at any time by or on behalf of SINA. If written notice of a claim setting forth reasonable details as to the basis of the claim has been given prior to the expiration of the applicable representations and warranties by SINA to CRIC, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

SECTION 7.02. Indemnification by SINA. Following the Closing, CRIC and its Affiliates, officers, directors, employees, agents, successors and assigns (each a “CRIC Indemnified Party”) shall be indemnified and held harmless by SINA for and against any and all Liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including attorneys’ and consultants’ fees and expenses) actually suffered or incurred by them (including any Action brought or otherwise initiated by any of them) (hereinafter a “Loss”), arising out of or resulting from:

(a) the breach of any representation or warranty made by SINA contained in this Agreement and the Ancillary Agreements (it being understood that such representations and warranties, other than the representations and warranties made by SINA contained in Section 3.29 of this Agreement, which shall be interpreted giving effect to all materiality limitations or qualifiers therein, shall be interpreted without giving effect to any limitations or qualifications as to “materiality” (including the word “material”) or “China Online Material Adverse Effect” set forth therein);

(b) the breach of any covenant or agreement by SINA contained in this Agreement and the Ancillary Agreements; or

(c) the failure of any representation or warranty contained in the Agreement or any Ancillary Agreement to be true and correct on the Closing Date as if given as of the Closing Date (except to the extent such representations and warranties are as of another date, in which case, the failure of any such representation and warranty to be true and correct as of that date);

provided, that for the purposes of indemnification pursuant to this Article VII with respect to a Loss suffered or incurred at a China Online Company, CRIC shall only be deemed to have suffered a Loss for which SINA is liable for indemnification under this Article VII with respect to 66% of the Loss suffered or incurred at such China Online Company (being such portion of the Loss attributable to the SINA JV Shares being purchased hereunder).

To the extent that SINA’s undertakings set forth in this Section 7.02 may be unenforceable, SINA shall contribute the maximum amount that it is permitted to contribute under applicable Law to the payment and satisfaction of all Losses incurred by the CRIC Indemnified Parties, subject to the limitations set forth in Section 7.04.

SECTION 7.03. Indemnification by CRIC. Following the Closing, SINA and its Affiliates, officers, directors, employees, agents, successors and assigns (each a “SINA Indemnified Party”) shall be indemnified and held harmless by CRIC for and against any and all Losses, arising out of or resulting from:

(a) the breach of any representation or warranty made by CRIC contained in this Agreement and the Ancillary Agreements (it being understood that such

representations and warranties, other than the representations and warranties made by CRIC contained in Section 4.10 of this Agreement, which shall be interpreted giving effect to all materiality limitations or qualifiers therein, shall be interpreted without giving effect to any limitations or qualifications as to “materiality” (including the word “material”) or “CRIC Material Adverse Effect” set forth therein);

(b) the breach of any covenant or agreement by CRIC contained in this Agreement; or

(c) the failure of any representation or warranty contained in the Agreement to be true and correct on the Closing Date as if given as of the Closing Date (except to the extent such representations and warranties are as of another date, in which case, the failure of any such representation and warranty to be true and correct as of that date).

To the extent that CRIC’s undertakings set forth in this Section 7.03 may be unenforceable, CRIC shall contribute the maximum amount that it is permitted to contribute under applicable Law to the payment and satisfaction of all Losses incurred by the SINA Indemnified Parties, subject to the limitations set forth in Section 7.04.

SECTION 7.04. Limits on Indemnification. Notwithstanding anything to the contrary contained in this Agreement: (a) an Indemnifying Party shall not be liable for any claim for indemnification pursuant to Section 7.02(a) or (c) or 7.03(a) or (c), unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Indemnifying Party equals or exceeds \$2,000,000, whereupon the Indemnifying Party shall be entitled to indemnification for the full amount of such Losses, (b) no Losses may be claimed under Section 7.02(a) or 7.03(a) by an Indemnified Party or shall be reimbursable by an Indemnifying Party or shall be included in calculating the aggregate Losses set forth in clause (a) above other than Losses in excess of \$50,000 resulting from any single or aggregated claims arising out of the same facts, events or circumstances, and (c) the maximum amount of indemnifiable Losses which may be recovered from an Indemnified Party arising out of or resulting from the causes set forth in Section 7.02(a) or 7.03(a), as the case may be, shall be an amount equal to \$100,000,000.

SECTION 7.05. Notice of Loss; Third Party Claims. (a) An Indemnified Party shall give the Indemnifying Party notice of any matter that an Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement, within 60 days of such determination, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises.

(b) If an Indemnified Party shall receive notice of any Action, audit, demand or assessment (each, a “Third Party Claim”) against it or which may give rise to a claim for Loss under this Article VII, within thirty (30) days of the receipt of such notice, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article VII except to the extent that the Indemnifying Party is materially prejudiced by such failure and shall not relieve the Indemnifying Party from any other obligation or Liability that it may have to any Indemnified Party otherwise than under this Article VII. If the

Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within fourteen (14) days of the receipt of notice from the Indemnified Party of such Third Party Claim; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the reasonable judgment of the Indemnified Party in its sole and absolute discretion for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. In the event that the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party. No Third Party Claim may be settled (i) by the Indemnified Party without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld or delayed) or (ii) by the Indemnifying Party without the prior written consent of the Indemnified Party, except, in the case of (ii) only, where settlement of such Third Party Claim (x) includes an unconditional release of the Indemnified Party from all liability arising out of such Action, audit, demand or assessment and (y) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of the Indemnified Party.

SECTION 7.06. Exclusive Remedy. Following the Closing, indemnification as set forth in this Article VII shall be the exclusive remedy available, (i) to SINA, with respect to any breaches of any representations and warranties, covenants or agreement by CRIC in this Agreement, and (ii) to CRIC, with respect to any breaches of any representations and warranties, covenants or agreement by SINA in this Agreement, except in each case pursuant to Section 9.12.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

SECTION 8.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by either SINA or CRIC if the Closing shall not have occurred by April 30, 2010 or such other date as SINA and CRIC may mutually agree upon in writing; provided, however, that the right to terminate this Agreement under this Section 8.01(a) shall not be available to any party whose failure to fulfill any obligation under this

Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(b) by either SINA or CRIC in the event that any Governmental Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement shall have become final and nonappealable;

(c) by CRIC if SINA shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement which would give rise to the failure of a condition set forth in Article VI, which breach cannot be or has not been cured within 30 days after the giving of written notice by CRIC to SINA specifying such breach;

(d) by SINA if CRIC shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement which would give rise to the failure of a condition set forth in Article VI, which breach cannot be or has not been cured within 30 days after the giving of written notice by SINA to CRIC specifying such breach; or

(e) by the mutual written consent of the SINA and CRIC.

SECTION 8.02. Effect of Termination. In the event of termination of this Agreement as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability on the part of either party hereto except (a) as set forth in Article IX and (b) that nothing herein shall relieve either party from liability for any breach of this Agreement occurring prior to such termination.

ARTICLE IX GENERAL PROVISIONS

SECTION 9.01. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

SECTION 9.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given, made or received (i) on the date of delivery if delivered in person or by messenger service, (ii) on the date of confirmation of receipt of transmission by facsimile (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) or (iii) on the date of confirmation of receipt if delivered by an internationally recognized overnight courier service or registered or certified mail (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.02):

(a) if to SINA:

SINA Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090, People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Corporate Secretary

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022, China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq.

(b) if to CRIC:

CRIC Holdings Limited
No. 383 Guangyan Road
Shanghai 200072
People's Republic of China
Facsimile: +86 21 6086 7111
Attention: Ding Zuyu

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

SECTION 9.03. Public Announcements. Other than (i) the filing with the SEC of the Form F-1, any amendments thereto and any other documents filed in connection with the Form F-1, including the filing of this Agreement and the Ancillary Agreements or (ii) any communications with the relevant stock exchange or regulators in connection with the IPO, in each case, as deemed necessary or desirable in the sole discretion of CRIC, neither party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the other party unless otherwise required by Law or applicable stock exchange regulation, and the parties to this Agreement shall cooperate as to the timing and contents of any such press release, public announcement or communication.

SECTION 9.04. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 9.05. Entire Agreement. This Agreement, the Ancillary Agreements and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between SINA and CRIC with respect to the subject matter hereof and thereof.

SECTION 9.06. Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of SINA and CRIC (which consent may be granted or withheld in the sole discretion of the SINA or CRIC), as the case may be.

SECTION 9.07. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, SINA and CRIC or (b) by a waiver in accordance with Section 9.08.

SECTION 9.08. Waiver. Either party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto or (c) waive compliance with any of the agreements of the other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. No waiver of any representation, warranty, agreement, condition or obligation granted pursuant to this Section 9.08 or otherwise in accordance with this Agreement shall be construed as a waiver of any prior or subsequent breach of such representation, warranty, agreement, condition or obligation or any other representation, warranty, agreement, condition or obligation. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

SECTION 9.09. No Third Party Beneficiaries. Except for the provisions of Article VII relating to indemnified parties, this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied (including the provisions of Article VII relating to indemnified parties), is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

SECTION 9.10. Currency. Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars.

SECTION 9.11. Set Off. Without limiting the availability of other remedies of CRIC or SINA hereunder, the parties hereto shall be entitled to deduct and set off against obligations and liabilities owing to (i) SINA, SINA WFOE or Beijing SINA; or (ii) CRIC or China Online whether under this Agreement, the Ancillary Agreements or otherwise, any amounts owed to (i) SINA, SINA WFOE or Beijing SINA; or (ii) CRIC or China Online, respectively.

SECTION 9.12. Specific Performance. The parties hereto acknowledge and agree that irreparable damage would occur if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party hereto may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

SECTION 9.13. Governing Law; Arbitration. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of the state of New York (without regard to its conflicts of laws rules that would mandate the application of the laws of another jurisdiction).

(b) Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a “Dispute”) shall be finally settled by arbitration.

(i) The place of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the HKIAC Administered Arbitration Rules then in force (the “HKIAC Rules”).

(ii) The arbitration shall be decided by a tribunal of three (3) arbitrators, whose appointment shall be in accordance with the HKIAC Rules; provided, however, that the third presiding arbitrator must be licensed to practice New York state law and in good standing with the New York State Bar, as of the date the Notice of Arbitration is received by the HKIAC Secretariat.

(iii) Arbitration proceedings (including but not limited to any arbitral award rendered) shall be in English.

(iv) Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s), shall be resolved by the tribunal already appointed to hear the existing Dispute(s).

(v) The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered.

(vi) Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its assets. For the purpose of the enforcement of an award, the parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

SECTION 9.14. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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 agreement.

IN WITNESS WHEREOF, SINA and CRIC have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SINA CORPORATION

By: /s/ Charles Chao
Name:
Title:

CRIC HOLDINGS LIMITED

By: /s/ Xin Zhou
Name:
Title:

[Signature Page to Share Purchase Agreement]

SCHEDULE A
DRAFT FORM F-1

SCHEDULE 3.14(b)

LIST OF TRADEMARK REGISTRATIONS AND APPLICATION

Trademark	Application Number	Applicant	Registration Authority
sina 新浪乐居house.sina.com.cn	7120368	Beijing SINA Internet Information Service Co., Ltd.	PRC Trademark Bureau
sina 新浪乐居	7120374	Beijing SINA Internet Information Service Co., Ltd.	PRC Trademark Bureau
乐居榜	7149838	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居榜	7149863	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居指数	7149842	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居指数	7149865	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居社区	7148055	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居社区	7148054	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居维基	7148053	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居维基	7148052	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居地图	7148051	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居地图	7148050	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居会	7148049	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居会	7148048	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居卡	7148047	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居卡	7148046	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
我的乐居my leju	7148045	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
我的乐居my leju	7148044	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
我的乐居my leju	7148043	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
我的乐居my leju	7148042	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居天地	7148041	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居天地	7148040	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居通	7148039	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居通	7148038	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau

Trademark	Application Number	Applicant	Registration Authority
乐居工作室	7148037	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居工作室	7148036	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居宝	7148014	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居宝	7148015	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
sina新浪乐居house.sina.com.cn	7121842	SINA.com Online	PRC Trademark Bureau
sina新浪乐居house.sina.com.cn	7121843	SINA.com Online	PRC Trademark Bureau
sina新浪乐居house.sina.com.cn	7121844	SINA.com Online	PRC Trademark Bureau
sina新浪乐居	7121845	SINA.com Online	PRC Trademark Bureau
sina新浪乐居	7121846	SINA.com Online	PRC Trademark Bureau
sina新浪乐居	7121847	SINA.com Online	PRC Trademark Bureau
乐居	6531212	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
乐居	6531211	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
leju	6531210	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
leju	6531209	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
leju	6531208	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
爱乐居	6535608	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
爱乐居	6535607	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
爱乐居	6535606	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
ileju	6535605	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
ileju	6535604	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau
ileju	6535636	SINA.com Technology (China) Co. Ltd.	PRC Trademark Bureau

SCHEDULE 4.03(e)
LIST OF SHAREHOLDERS POST-CLOSING

<u>Shareholder</u>	<u>Number of CRIC Shares Held</u>
E-House (China) Holdings Limited	71,522,222
Modern Information Ltd.	3,033,333

EXHIBIT A
SHAREHOLDERS AGREEMENT

EXHIBIT B
REGISTRATION RIGHTS AGREEMENT

AMENDMENT AGREEMENT

AMENDMENT (this "Amendment"), effective as of September 29, 2009, to the Share Purchase Agreement, dated as of July 23, 2009 (the "Agreement") between SINA CORPORATION, a company organized under the laws of the Cayman Islands ("SINA"), and CHINA REAL ESTATE INFORMATION CORPORATION, a company organized under the laws of the Cayman Islands ("CRIC"). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Amendment.

WITNESSETH:

WHEREAS, SINA and CRIC have entered into the Agreement; and

WHEREAS, pursuant to and in accordance with Section 9.07 of the Agreement, SINA and CRIC wish to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, SINA and CRIC hereby agree as follows:

Section 1. Amendments. The parties hereto hereby agree to the following amendments to the Agreement:

(a) Second Recital. The reference in the second recital of the Agreement to "\$1.00" as the par value of each China Online Share is hereby replaced with "\$0.0002".

(b) Fifth Recital. The fifth recital of the Agreement is hereby amended and restated in its entirety as follows:

"WHEREAS, on or prior to the consummation of the transactions contemplated by this Agreement, the following ancillary agreements will be entered into by the parties thereto: (i) an Amended and Restated Software License Agreement between SINA WFOE (as defined below) and Shanghai SINA Leju Information Technology Co. Ltd., a wholly-owned subsidiary of China Online HK (the "China Online WFOE") (the "Software License Agreement"), (ii) an Amended and Restated Domain Name License Agreement between Beijing SINA Information Service Co., Ltd., a PRC limited liability company controlled by SINA ("Beijing SINA") and Beijing Yisheng Leju Information Services Co., Ltd. ("Beijing Yisheng") (the "Domain Name License Agreement"), and (iii) an Amended and Restated Trademark License Agreement between Beijing SINA and Beijing Yisheng (the "Trademark License Agreement");"

(c) Seventh Recital. The seventh recital of the Agreement is hereby amended and restated in its entirety as follows:

"WHEREAS, CRIC (i) provides real estate information and consulting services and real estate advertising services and (ii) operates a business-to-business and business-to-consumer Internet platform targeting participants in the PRC real estate industry, as

currently conducted or contemplated to be conducted by CRIC or its Subsidiaries anywhere in the world, (the “CRIC Business”); and”

(d) Definitions. Each of the following definitions in Section 1.01 of the Agreement is hereby amended and restated in its entirety as follows:

“China Online F-1 Disclosure” shall mean any and all information, statements or other disclosure in the Draft Form F-1 or the Final Form F-1 relating to, describing, derived from or otherwise concerning SINA, any of its Affiliates (including any China Online Company) and any director, officer or employee of any of the foregoing, or any China Online Assets, the China Online Financial Statements, China Online Interim Financial Statements and those elements of the pro forma financial statements of CRIC and China Online based upon the financial statements or financial or accounting records of China Online; provided, however, that if any pro forma adjustments are made to derive the pro forma financial statements or pro forma financial information of CRIC and China Online, such pro forma adjustments shall not be “China Online F-1 Disclosure”.

“PRC” means the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.

Section 2. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Amendment is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Amendment are consummated as originally contemplated to the greatest extent possible.

Section 3. Entire Agreement. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between SINA and CRIC with respect to the subject matter hereof and thereof.

Section 4. Assignment. This Amendment may not be assigned by operation of law or otherwise without the express written consent of SINA and CRIC (which consent may be granted or withheld in the sole discretion of the SINA or CRIC), as the case may be.

Section 5. No Third Party Beneficiaries. This Amendment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Amendment.

Section 6. Governing Law; Arbitration. This Amendment and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and

construed in accordance with, the laws of the state of New York (without regard to its conflicts of laws rules that would mandate the application of the laws of another jurisdiction).

(a) Any dispute, controversy or claim arising out of or relating to this Amendment or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Amendment) (each a "Dispute") shall be finally settled by arbitration.

(b) The place of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules").

(c) The arbitration shall be decided by a tribunal of three (3) arbitrators, whose appointment shall be in accordance with the HKIAC Rules; provided, however, that the third presiding arbitrator must be licensed to practice New York state law and in good standing with the New York State Bar, as of the date the Notice of Arbitration is received by the HKIAC Secretariat.

(d) Arbitration proceedings (including but not limited to any arbitral award rendered) shall be in English.

(e) Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s), shall be resolved by the tribunal already appointed to hear the existing Dispute(s).

(f) The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered.

(g) Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its assets. For the purpose of the enforcement of an award, the parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Section 8. Counterparts. This Amendment may be executed and delivered (including by facsimile transmission) 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 agreement.

IN WITNESS WHEREOF, SINA and CRIC have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SINA CORPORATION

By:

Name:
Title:

CHINA REAL ESTATE INFORMATION CORPORATION

By:

Name:
Title:

[Signature Page to Amendment Agreement]

AMENDMENT AGREEMENT

AMENDMENT No. 2 (this "Amendment"), effective as of October 17, 2009, to the Share Purchase Agreement, dated as of July 23, 2009 (the "Agreement") between SINA CORPORATION, a company organized under the laws of the Cayman Islands ("SINA"), and CHINA REAL ESTATE INFORMATION CORPORATION, a company organized under the laws of the Cayman Islands ("CRIC"). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Amendment.

WITNESSETH:

WHEREAS, SINA and CRIC have entered into the Agreement;

WHEREAS, SINA and CRIC agreed to amend the Agreement pursuant to the Amendment Agreement dated September 29, 2009; and

WHEREAS, pursuant to and in accordance with Section 9.07 of the Agreement, SINA and CRIC wish to further amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, SINA and CRIC hereby agree as follows:

Section 1. Amendments. The parties hereto hereby agree to the following amendments to the Agreement:

(a) Section 2.03. The first sentence of Section 2.03 of the Agreement is hereby amended and restated in its entirety as follows:

"Subject to the terms and conditions of this Agreement, the sale and purchase of the SINA JV Shares and the issuance of and subscription for the Subscription Shares, each as contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices of Shearman & Sterling LLP, 12th Floor East Tower, Twin Towers, B-12 Jianguomenwai Dajie, Beijing following the satisfaction or waiver of all of the conditions to the obligations of the parties hereto set forth in Section 6.01 and Section 6.02 (other than such conditions as can only be satisfied contemporaneous with Closing) immediately after the closing of the IPO."

(b) Section 2.04(f). Section 2.04(f) of the Agreement is hereby amended and restated in its entirety as follows:

"(f) evidence, in form and substance reasonably satisfactory to CRIC, of the application to the State Administration for Industry and Commerce regarding the transfer of all equity interest in Beijing SINA to a nominee or nominees acceptable to CRIC in its sole discretion."

(c) Section 5.08. The last sentence of Section 5.08 of the Agreement is hereby amended and restated in its entirety as follows:

“SINA shall take all actions necessary to ensure that, as soon as practicable after the Closing Date, the China Online Domestic Entity shall have obtained an updated business license from the State Administration for Industry and Commerce evidencing ownership of 100% equity interest in the China Online Domestic Entity by a nominee or nominees acceptable to CRIC in its sole discretion.”

Section 2. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Amendment is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Amendment are consummated as originally contemplated to the greatest extent possible.

Section 3. Entire Agreement. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and undertakings, both written and oral, between SINA and CRIC with respect to the subject matter hereof and thereof.

Section 4. Assignment. This Amendment may not be assigned by operation of law or otherwise without the express written consent of SINA and CRIC (which consent may be granted or withheld in the sole discretion of the SINA or CRIC), as the case may be.

Section 5. No Third Party Beneficiaries. This Amendment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Amendment.

Section 6. Governing Law; Arbitration. This Amendment and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of the state of New York (without regard to its conflicts of laws rules that would mandate the application of the laws of another jurisdiction).

(a) Any dispute, controversy or claim arising out of or relating to this Amendment or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Amendment) (each a “Dispute”) shall be finally settled by arbitration.

(b) The place of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the HKIAC Administered Arbitration Rules then in force (the “HKIAC Rules”).

(c) The arbitration shall be decided by a tribunal of three (3) arbitrators, whose appointment shall be in accordance with the HKIAC Rules; provided, however,

that the third presiding arbitrator must be licensed to practice New York state law and in good standing with the New York State Bar, as of the date the Notice of Arbitration is received by the HKIAC Secretariat.

(d) Arbitration proceedings (including but not limited to any arbitral award rendered) shall be in English.

(e) Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s), shall be resolved by the tribunal already appointed to hear the existing Dispute(s).

(f) The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered.

(g) Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its assets. For the purpose of the enforcement of an award, the parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Section 8. Counterparts. This Amendment may be executed and delivered (including by facsimile transmission) 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 agreement.

IN WITNESS WHEREOF, SINA and CRIC have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SINA CORPORATION

By: /s/ Charles Chao
Name:
Title:

CHINA REAL ESTATE INFORMATION
CORPORATION

By: /s/ Xin Zhou
Name:
Title:

[Signature Page to Amendment Agreement No. 2]

SHAREHOLDERS AGREEMENT

by and among

SINA CORPORATION,

E-HOUSE (CHINA) HOLDINGS LIMITED

and

CHINA REAL ESTATE INFORMATION CORPORATION

as of

October 21, 2009

TABLE OF CONTENTS

ARTICLE I
CERTAIN DEFINITIONS

1.1	Defined Terms	1
1.2	Interpretation and Rules of Construction	6

ARTICLE II
BOARD OF DIRECTORS

2.1	Number and Composition	7
2.2	Nomination and Election of Directors	7
2.3	Quorum and Manner of Acting	8
2.4	Chairman	9
2.5	Board Meetings	10
2.6	Board Committees	10
2.7	Execution of Documents	10
2.8	Compliance	10
2.9	Memorandum and Articles of Association	11

ARTICLE III
RESTRICTIONS ON TRANSFER

3.1	Transfer Restrictions on Ordinary Shares	11
3.2	Permitted Transfers of Ordinary Shares	12
3.3	Right of First Offer	12

ARTICLE IV
FINANCIAL STATEMENTS; ACCESS TO INFORMATION

4.1	Financial Statements	14
4.2	Access to Information	14
4.3	Confidentiality of Information	15
4.4	Cooperation	15

ARTICLE V
TERM AND TERMINATION

5.1	Term	15
5.2	Termination	15

ARTICLE VI
LIABILITY

6.1	Limitation of Liability	16
-----	-------------------------	----

ARTICLE VII
GOVERNING LAW; ARBITRATION

7.1	Governing Law	17
7.2	Arbitration	17

ARTICLE VIII
MISCELLANEOUS

8.1	Enforcement on Behalf of the Company	17
8.2	Entire Agreement; Amendments	18
8.3	Inspection	18
8.4	Waiver	18
8.5	Assignment	18
8.6	Severability	18
8.7	Remedies	19
8.8	Headings	19
8.9	Notices	19
8.10	Further Assurances	20
8.11	No Fiduciary Relationship	20
8.12	Counterparts	21

SHAREHOLDERS AGREEMENT

SHAREHOLDERS AGREEMENT, dated as of October 21, 2009, by and among E-House (China) Holdings Limited Limited, a company organized under the laws of the Cayman Islands (“E-House”), SINA CORPORATION, a company organized under the laws of the Cayman Islands (“SINA”) and CHINA REAL ESTATE INFORMATION CORPORATION, a company organized under the laws of the Cayman Islands (the “Company”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, E-House owns 71,522,222 of the issued ordinary shares, par value US\$0.0002 per share, of the Company (the “Ordinary Shares”) and SINA owns 47,666,667 of the Ordinary Shares; and

WHEREAS, the Parties desire to set forth their agreement with respect to certain matters relating to the Shareholders’ ownership of the Ordinary Shares.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE I **CERTAIN DEFINITIONS**

1.1 **Defined Terms**. Unless specifically indicated otherwise in this Agreement, the following defined terms shall have the meanings ascribed thereto in this Article I.

“**10% Shareholder**” means a Shareholder that, together with its Affiliates, is the Beneficial Owner of at least ten percent (10%) of the issued and outstanding Ordinary Shares.

“**Affiliate**” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, and with respect to an individual also means any spouse, parent, child, brother or sister of such Person. For the purpose of this definition, “control” as used with respect to a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract, agency or otherwise, **provided** that no Shareholder shall be deemed an Affiliate of any other Shareholder solely by reason of any investment in the Company.

“**Affiliate Transferee**” has the meaning set forth in Section 3.2(a).

“Agreement” means this Shareholders Agreement and the schedules and exhibits hereto, as the same may be amended, modified, supplemented or restated from time to time in accordance with the terms hereof.

“Beneficial Owner” means, with respect to any Person, a Person with the direct or indirect power to vote or cause the disposition of shares in the share capital of the first Person (whether solely or in concert with other Persons).

“Board” means the Board of Directors of the Company.

“Board Committee” means a committee of the Board established pursuant to Section 2.6.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Beijing.

“Chairman” has the meaning set forth in Section 2.4(a).

“China Online” means China Online Housing Technology Corporation, a company organized under the laws of the Cayman Islands.

“Closing” means the Closing as defined under the Share Purchase Agreement.

“Company” has the meaning set forth in the preamble to this Agreement.

“Contract” means any written, oral or other agreement, contract, subcontract, settlement agreement, lease, binding understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan or legally binding commitment or arrangement, or undertaking of any nature, as in effect as of the date hereof or as may hereinafter be in effect.

“Defaulting Party” has the meaning set forth in Section 5.2(a).

“Dispute” has the meaning set forth in Section 7.2.

“E-House” has the meaning set forth in the preamble to this Agreement.

“E-House Directors” has the meaning set forth in Section 2.1.

“E-House Group Shareholder” shall mean any of (i) E-House and (ii) each of its Affiliates, that is a Shareholder in accordance with the terms and provisions of this Agreement from time to time.

“Exchange” means the NASDAQ National Market.

“Financial Investor” (i) means a financial sponsor, investment bank, or any Person primarily engaged in the sponsorship or management of alternative asset funds or vehicles (including any private equity funds or hedge funds) and (ii) under no circumstances shall be deemed to include any strategic investor or Person engaged,

directly or indirectly, in any business relating, in any manner, to the China Online Business (as defined in the Share Purchase Agreement).

“GAAP” means generally accepted accounting principles and practices in the United States in effect from time to time applied consistently throughout the periods involved.

“General Meeting” means any general meeting of Shareholders of the Company, conducted pursuant to this Agreement, the Memorandum and Articles of Association and all applicable Law.

“Governmental Authority” means any national, federal, state, local or foreign or domestic government or political subdivision thereof, governmental department, commission (including without limitation the U.S. Securities and Exchange Commission), court, arbitrator, board, bureau, agency, regulatory authority, instrumentality, tribunal, judicial statutory or administrative body having jurisdiction over the matter or matters in question.

“HKIAC” has the meaning set forth in Section 7.2(a).

“HKIAC Rules” has the meaning set forth in Section 7.2(a).

“Information” means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Lien” means, with respect to any asset (including any security) any mortgage, assignment of receivables, debenture, lien, claim, charge (whether fixed or floating), pledge, title retention, right to acquire, hypothecation, security interest, option, levy, proxy, right of first refusal, and any other encumbrance or condition whatsoever, but excluding any right of first offer or tag-along right provided for under this Agreement.

“Lock Up Period” has the meaning set forth in Section 3.1(a).

“Major Shareholder” means a Shareholder that, together with its Affiliates, is the Beneficial Owner of at least twenty percent (20%) of the issued and outstanding Ordinary Shares.

“Majority of the Board” means more than half of the voting power of those directors present, voting and forming part of the quorum at a properly convened Board meeting.

“Memorandum and Articles of Association” means, with respect to the Company or one of its Subsidiaries, the memorandum and articles of association (or equivalent documents) of the Company or such Subsidiary, as may be amended from time to time.

“Ordinary Shares” has the meaning set forth in the Recitals.

“Ordinary Shares Lock Up Period” has the meaning set forth in Section 3.1(a).

“Party” or “Parties” has the meaning set forth in the preamble to this Agreement.

“Permitted Transfer” has the meaning set forth in Section 3.2.

“Person” means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, a group, a Governmental Authority or any other type of entity.

“Prohibited Transfer” has the meaning set forth in Section 7.2(a).

“PRC” means the Peoples Republic of China.

“Remaining RFO Ordinary Shares” has the meaning set forth in Section 3.3(c).

“Representatives” means, for a Party, such Party’s directors, officers, employees, consultants and agents.

“RFO Exercise” has the meaning set forth in Section 3.3(c).

“RFO Notice” has the meaning set forth in Section 3.3(b).

“RFO Offeree” has the meaning set forth in Section 3.3(b).

“RFO Offeror” has the meaning set forth in Section 3.3(a).

“RFO Ordinary Shares” has the meaning set forth in Section 3.3(b).

“RFO Purchase Period” has the meaning set forth in Section 3.3(e).

“RFO Response Period” has the meaning set forth in Section 3.3(c).

“Right of First Offer” has the meaning set forth in Section 3.3(c).

“Share Capital” means the Ordinary Shares and all other shares of the Company.

“Share Purchase Agreement” means the share purchase agreement, dated as of July 23, 2009, between SINA and the Company.

“Shareholders” means (i) each E-House Group Shareholder, (ii) each SINA Group Shareholder and (ii) each Person who becomes a party to or bound by the provisions of this Agreement in accordance with its terms.

“SINA” has the meaning set forth in the preamble to this Agreement.

“SINA Directors” has the meaning set forth in Section 2.1.

“SINA Group Shareholder” shall mean any of (i) SINA and (ii) each of its Affiliates, that is a Shareholder in accordance with the terms and provisions of this Agreement from time to time.

“SINA Intellectual Property” means, in any and all jurisdictions worldwide, all (i) patents, utility models, inventions and discoveries, statutory invention registrations, mask works, invention disclosures, and industrial designs, community designs and other designs, (ii) trademarks, service marks, domain names, uniform resource locators, trade dress, trade names, and other identifiers of source, including the goodwill symbolized thereby or associated therewith, (iii) works of authorship and copyrights, and moral rights, design rights and database rights therein and thereto, (iv) confidential and proprietary information, including trade secrets, know how and invention rights, (v) rights of privacy and publicity, (vi) registrations, applications, renewals, continuations, continuations-in-part, substitutions and extensions for any of the foregoing in (i)-(v), and (vii) any and all other proprietary rights, in each case owned by or licensed to SINA or one of its Affiliates.

“SINA Software” means all (i) computer programs, applications, systems and code, including software implementations of algorithms, models and methodologies, program interfaces, and source code and object code, (ii) Internet and intranet websites, databases and compilations, including data and collections of data, whether machine-readable or otherwise, (iii) development and design tools, library functions and compilers, (iv) technology supporting websites, and the contents and audiovisual displays of websites, and (v) media, documentation and other works of authorship, including user manuals and training materials, relating to or embodying any of the foregoing or on which any of the foregoing is recorded, in each case owned by or licensed to SINA or one of its Affiliates.

“Subsidiary” or “Subsidiaries” means, with respect to any Person, any and all corporations, partnerships, limited liability companies, joint ventures, associations, variable interest entities and other entities controlled by such Person directly or indirectly through one or more intermediaries.

“Tax” or “Taxes” means all national, federal, state, local municipal and foreign direct and indirect taxes, duty, fees, charges, imposts or levy and other assessments of a similar nature including, without limiting the generality of the foregoing: (i) taxes or other charges on or with respect to income, franchises, windfall or other profits, gross

receipts, profits, sales, use, shares, payroll, employment, social security, workers' compensation, unemployment compensation or net worth; (ii) taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes; (iii) license, registration and documentation fees; (iv) customs duties, countervailing duties, anti-dumping duties, safeguard duties, tariffs excise duties, sales tax, service tax, goods and services tax and similar charges and (v) obligations pursuant to laws of escheat or unclaimed or abandoned property, in the case of each of the foregoing clause (i) through (v), whether imposed directly or through withholding and including any interest, fine, surcharge, increases, charges, fees, additions to tax, for failure to pay, deduct, withhold or delay in payment of tax or otherwise or penalties applicable thereto.

“Teleconference Facilities” means meeting facilities for conference telephone, video conference or similar communications equipment whereby all persons participating in a meeting, whether via such facilities or in person, can hear and speak to each other.

“Transfer” shall mean any direct or indirect sale, transfer, gift, assignment, or other disposition.

“Transfer Period” has the meaning set forth in Section 3.3(e).

“U.S. Dollars” or “US\$” means United States dollars, the official currency of the United States.

1.2 Interpretation and Rules of Construction. In this Agreement, except to the extent that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or a Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

(d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) any Law referred to herein or in any agreement or instrument that is referred to herein means such Law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor Laws;

(h) references to a Person are also to its permitted successors and assigns;

(i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and

(j) the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

ARTICLE II **BOARD OF DIRECTORS**

2.1 **Number and Composition.** The Board of Directors shall consist of a maximum of eleven (11) members, of which, subject to the provisions of Section 2.2 hereof, (i) two (2) directors shall be designated by the E-House Group Shareholders (the “E-House Directors”), (ii) two (2) directors shall be designated by the SINA Group Shareholders (the “SINA Directors”), and (iii) such other directors as, from time to time, may be agreed between the E-House Group Shareholders and the SINA Group Shareholders.

2.2 Nomination and Election of Directors.

(a) Each of the E-House Group Shareholders and the SINA Group Shareholders agrees that, if at any time it is entitled to vote for the election of directors to the Board, it shall vote all Ordinary Shares owned or held by it or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a general meeting of its shareholders) in order to ensure that the composition of the Board is as set forth in Section 2.1, subject to the provisions of this Section 2.2.

(b) Notwithstanding the provisions of Section 2.1 above, (i) as of and after such time as the SINA Group Shareholders (as a group) are no longer a Major Shareholder but remain (as a group) a 10% Shareholder, the SINA Group Shareholders shall have the right to designate only one (1) director to the Board as set forth in Section 2.1. and (ii) as of and after such time as the SINA Group Shareholders (as a group) are no longer a 10% Shareholder, the SINA Group Shareholders shall have no right to nominate any director to the Board as set forth in Section 2.1, and, in each case, the E-House Group Shareholders shall have the right to remove or procure the removal of, and the SINA Group Shareholders shall render all necessary assistance for the purpose of the removal of, in the case of (i) above, one (1) SINA Director or, in the case of (ii) above, all remaining SINA Directors, from the Board in accordance with any resolution of Shareholders.

(c) Notwithstanding the provisions of Section 2.1 above, (i) as of and after such time as the E-House Group Shareholders (as a group) are no longer a Major Shareholder but remain (as a group) a 10% Shareholder, the E-House Group Shareholders shall have the right to designate only one (1) director to the Board as set forth in Section 2.1. and (ii) as of and after such time as the E-House Group Shareholders (as a group) are no longer a 10% Shareholder, the E-House Group Shareholders shall have no right to nominate any director to the Board as set forth in Section 2.1, and, in each case, the SINA Group Shareholders shall have the right to remove or procure the removal of, and the E-House Group Shareholders shall render all necessary assistance for the purpose of the removal of, in the case of (i) above, one (1) E-House Director or, in the case of (ii) above, all remaining E-House Directors, from the Board in accordance with any resolution of Shareholders.

(d) If there shall be any vacancy due to the death, resignation or removal of a director nominated by an E-House Group Shareholder or a SINA Group Shareholder (other than removal pursuant to Section 2.2(b) or 2.2(c)), the E-House Group Shareholder or SINA Group Shareholder, as the case may be, entitled to nominate such director shall select an individual to fill such vacancy. If it is determined that any incumbent director nominated by an E-House Group Shareholder or a SINA Group Shareholder shall not stand for re-election at any annual General Meeting, the E-House Group Shareholder or SINA Group Shareholder, as the case may be, entitled to nominate such director shall select another individual who shall be nominated to be elected as such Shareholder's director in lieu of such incumbent director. If there shall be any vacancy due to the removal of a director pursuant to Section 2.2(b) or 2.2(c), the remaining directors shall select an individual to fill such vacancy until the next General Meeting.

(e) In the event an E-House Group Shareholder or a SINA Group Shareholder notifies the other Shareholders of its desire to remove, with or without cause, a director nominated by such Shareholder, each Shareholder shall vote all Ordinary Shares owned or held by such Shareholder and take all other necessary action to cause the removal of such director and ensure that the resulting vacancy is filled by an individual nominated by the E-House Group Shareholder or SINA Group Shareholder, as the case may be, seeking the removal of the director originally nominated by it. In the event an E-House Group Shareholder or SINA Group Shareholder seeks to fill a vacancy created due to the death or resignation of a director nominated by such Shareholder, each Shareholder shall vote all Ordinary Shares owned or held by such Shareholder and take all other necessary action to ensure that the resulting vacancy is filled by an individual nominated by the E-House Group Shareholder or SINA Group Shareholder, as the case may be, seeking to fill such vacancy.

2.3 Quorum and Manner of Acting.

(a) The quorum for the transaction of business at any Board meeting shall be a simple majority of the number of directors then on the Board, the constitution of which shall include (i) for so long as the E-House Group Shareholders (as a group) are a Major Shareholder, one (1) E-House Director and (ii) for so long as the SINA

Group Shareholders (as a group) are a Major Shareholder, one (1) SINA Director. If a quorum is not present at a Board meeting within thirty (30) minutes following the time appointed for such Board meeting, the relevant meeting shall be adjourned for a period of at least three (3) Business Days and the presence of any three (3) directors shall constitute a quorum at such adjourned meeting.

(b) Each director shall be entitled to one (1) vote in deciding matters deliberated at a Board meeting; provided, however that, regardless of the number of directors on the Board, for so long as any E-House Group Shareholder or SINA Group Shareholder is (i) a Major Shareholder, the directors designated by such E-House Group Shareholder or such SINA Group Shareholder, as the case may be, shall (respectively, as a group) not have less than twenty percent (20%) of the voting power of all directors present and voting on any matter and forming part of the quorum at such Board meeting; and (ii) is a 10% Shareholder, the directors designated by such E-House Group Shareholder or such SINA Group Shareholder, as the case may be, shall (respectively, as a group) not have less than ten percent (10%) of the voting power of all directors present and voting on any matter and forming part of the quorum at such Board meeting. Resolutions, actions and decisions that are within the powers granted to the Board pursuant to the Memorandum and Articles of Association and gain the votes of a Majority of the Board shall be deemed adopted, taken or made by the Board.

(c) The Company shall make Teleconference Facilities available to all directors (and alternate directors) for each Board meeting and directors may participate in a Board meeting in person or may participate by means of Teleconference Facilities, and such participation shall constitute presence in person for the purposes of the quorum provision of Section 2.3(a) and for purposes of the Memorandum and Articles of Association.

(d) All meetings, notices and other reports and communications shall be in English, and the minutes of each meeting shall be prepared in English promptly after each meeting. Such minutes of the Board meeting shall be circulated to all directors before finalization and shall be kept in the minute books of the Company.

2.4 Chairman.

(a) For so long as the E-House Group Shareholders remain a 10% Shareholder and hold (as a group) more Ordinary Shares than are held by the SINA Group Shareholders, the E-House Group Shareholders, in their discretion, may select an E-House Director to serve as the Chairman of the Board (the "Chairman").

(b) The Chairman shall preside at all meetings of the Board and shall have such other powers and duties as may be assigned to him by the Board of Directors. In the absence of the Chairman, or if the Chairman is unwilling to act, another E-House Director shall be designated by the E-House Group Shareholders or the E-House Directors to preside at the meeting.

(c) The Chairman shall be granted a casting vote.

(d) The E-House Group Shareholders shall be entitled at any time to request the removal of the Chairman, in which case the E-House Directors and SINA Directors shall forthwith procure and/or ensure their respective nominated director procure the removal of the Chairman.

2.5 Board Meetings.

(a) No Board meeting shall take place without at least three (3) Business Days prior written notice given to all directors and their respective alternates (if any), provided that such notice period may be reduced or waived with the written consent of all the directors or their respective alternates (if any). An agenda identifying in reasonable detail the issues to be considered by the directors at any such meeting and copies (in printed or electronic form) of any relevant papers to be discussed at the meeting together with all relevant information shall be provided in advance of the meeting to all members of the Board and their alternates (if any) so as to ensure that they are received at least one (1) Business Day prior to the date fixed for such meeting. The agenda for each meeting shall include any matter submitted to the Company by any director at least one (1) Business Day prior to the date fixed for such meeting. The written notice and agenda for each Board meeting shall also be provided to each Shareholder. Unless approved by all directors (whether or not present or represented at such meeting), no matter may be considered at a Board meeting unless such matter was set forth in the agenda for such meeting.

(b) Subject to Section 2.5(a), a Board meeting may be called by any E-House Director or SINA Director by giving notice in writing to the Company specifying a date, time and agenda for such meeting, which allows the Company to give notice thereof in accordance with Section 2.5(a). The Company shall upon receipt of such notice give a copy of such notice of such meeting to all directors and their respective alternates (if any) in accordance with Section 2.5(a).

2.6 Board Committees. The Board may establish one or more Board Committees to conduct aspects of the Company's business which shall be specified by the Board and the Board may appoint (and shall have the authority to remove) members of Board Committee(s) and may authorize one or more committee(s) or members thereof to take the actions that are within the powers of the Board.

2.7 Execution of Documents. To be valid and binding, all notes, offers and acceptances, powers of attorney, commitments, deeds, transfers, assignments, contracts, obligations, certificates and other instruments of the Company must be authorized by general or specific mandate of the Board. Subject to the Memorandum and Articles of Association, this Agreement and all applicable Laws, the Board may delegate such of this authority and power as it considers appropriate to a member or members of the Board or executives of the Company or the applicable subsidiary (subject to authorization and spending limits to be specified by the Board).

2.8 Compliance. Each Shareholder hereby expressly covenants and agrees to use its best efforts to cause each member of the Board elected from nominees

nominated by it to comply in full with the provisions of this Agreement, the Memorandum and Articles of Association and all Laws applicable to such member's role as a director.

2.9 Memorandum and Articles of Association. The Shareholders agree to take all necessary and desirable action within their control, including making amendments to the Memorandum and Articles of Association, to give effect to the provisions of this Agreement. The Company agrees to procure that copies of the Memorandum and Articles of Association are provided to each of the Shareholders each time there is an amendment made to the Memorandum and Articles of Association.

ARTICLE III RESTRICTIONS ON TRANSFER

3.1 Transfer Restrictions on Ordinary Shares.

(a) For a period commencing on the date hereof and continuing until the date that is one hundred and eighty (180) days following the date hereof (the "Lock Up Period"), no Shareholder shall Transfer or grant or suffer to exist any Lien with respect to any Ordinary Shares from time to time owned or held by such Shareholder other than the Permitted Transfers set forth in Section 3.2(a) and Section 3.2(b) hereof.

(b) Following the Lock Up Period, no Shareholder shall Transfer or grant any Lien or suffer to exist with respect to any Ordinary Shares from time to time owned or held by such Shareholder other than Permitted Transfers or Transfers pursuant to Section 3.3; provided; that, (i) for so long as any E-House Group Shareholder is a Major Shareholder, other than Permitted Transfers without the prior written consent of E-House, no SINA Group Shareholders shall, at any time, Transfer or grant any Lien or suffer to exist with respect to any Ordinary Shares from time to time owned or held by any SINA Group Shareholder to any Person, other than a Financial Investor, in a single transaction or series of transactions, whether or not related, a number of Ordinary Shares exceeding, in the aggregate, ten percent (10%) of the Share Capital of the Company and (ii) for so long as any SINA Group Shareholder is a Major Shareholder, other than Permitted Transfers, without the prior written consent of SINA, no E-House Group Shareholders shall, at any time, Transfer or grant any Lien or suffer to exist with respect to any Ordinary Shares from time to time owned or held by any E-House Group Shareholder to any Person, other than a Financial Investor, in a single transaction or series of transactions, whether or not related, a number of Ordinary Shares exceeding, in the aggregate, ten percent (10%) of the Share Capital of the Company (each of (i) and (ii) a "Prohibited Transfer").

(c) Any attempt by a Shareholder to Transfer or grant or suffer to exist any Lien (by operation of law or otherwise) with respect to any Ordinary Shares in violation of this Agreement shall be null and void and the Company shall not give any effect to such attempted Transfer or Lien in the Company's books and records.

3.2 Permitted Transfers of Ordinary Shares. The following Transfers of Ordinary Shares (each a “Permitted Transfer”) shall be permitted in accordance with the following provisions:

(a) At any time, the Transfer of Ordinary Shares by any Shareholder to its Affiliate (such Affiliate, the “Affiliate Transferee”), provided that:

(i) such Affiliate Transferee shall become a party to this Agreement;

(ii) such Shareholder and Affiliate Transferee shall be jointly and severally liable for any breach by either of them of this Agreement; and

(iii) prior to ceasing to be an Affiliate of such Shareholder, such Affiliate Transferee shall Transfer such Ordinary Shares back to such Shareholder or to another Affiliate of such Shareholder in a Permitted Transfer;

(b) At any time, the Transfer or grant of any Lien with respect to Ordinary Shares to any Person, where all other Shareholders have provided their prior written consent to such Transfer or grant of Lien and a written waiver of all of their respective rights under this Article III (other than Section 3.1(b)) with respect to such Transfer or grant of Lien, provided that, in the case of a grant of any Lien pursuant to this Section 3.2(b), such grantee shall agree in writing with the Shareholders to be bound by the restrictions on Transfer contained in this Agreement ;

(c) Following the Lock Up Period, the Transfer of Ordinary Shares pursuant to Rule 144 of the Securities Exchange Act of 1934; or

(d) Following the Lock Up Period, the Transfer of Ordinary Shares pursuant to a firm commitment underwritten public offering registered under the Securities Act of 1933.

3.3 Right of First Offer.

(a) Other than Prohibited Transfers, if at any time after the Lock Up Period a Shareholder desires to Transfer other than pursuant to any Permitted Transfer, such Transfer shall be permitted only if such Shareholder (the “RFO Offeror”) fully complies with the terms of this Section 3.3; provided that the provisions of this Section 3.3 shall not apply to Permitted Transfers.

(b) The RFO Offeror shall, prior to the Transfer of any Ordinary Shares to which this Section 3.3 applies, give written notice (“RFO Notice”) to each other Shareholder (each, an “RFO Offeree”), setting forth (i) the number of Ordinary Shares proposed to be disposed of (the “RFO Ordinary Shares”), (ii) the proposed purchase price per RFO Ordinary Share, and payment and other material terms and conditions and (iii) an irrevocable offer to sell to the RFO Offeree(s) the RFO Ordinary Shares set forth in the RFO Notice at the same price per Ordinary Share and on the same terms and conditions as set forth therein.

(c) The RFO Offeree(s) collectively shall have the right to purchase (the “Right of First Offer”), any or all of the RFO Ordinary Shares by delivering a written notice (the “RFO Exercise”) of exercise of the Right of First Offer to the RFO Offeror within 20 (twenty) Business Days from the date of delivery of the RFO Notice (the “RFO Response Period”), irrevocably stating therein such portion of the RFO Ordinary Shares as shall be purchased, collectively, by the RFO Offeree(s) and/or one or more wholly-owned Affiliates thereof and the proportion thereof to be purchased by each RFO Offeree (or such Affiliate(s)). Each RFO Offeree shall have the right, but shall not be required, to purchase (or cause its wholly-owned Affiliate(s) to purchase) such RFO Offeree’s *pro rata* share (based on the number of Ordinary Shares held by such RFO Offeree as a proportion of the number of Ordinary Shares held by all RFO Offerees). To the extent any RFO Offeree does not wish to purchase (or cause its wholly-owned Affiliate(s) to purchase) all of its *pro rata* portion of RFO Ordinary Shares, all of such remaining RFO Ordinary Shares (the “Remaining RFO Ordinary Shares”) shall immediately be re-offered by the RFO Offeror to the other RFO Offeree(s) (or if there is more than one other RFO Offeree, in the proportion (as nearly as may be) to the number of Ordinary Shares held by them inter se), and such other RFO Offeree(s) may accept by delivery to the RFO Offeror of an RFO Exercise in respect of the relevant Remaining RFO Ordinary Shares within 10 (ten) Business Days of such re-offer, after which time such re-offer shall lapse and the re-offer for such Remaining RFO Ordinary Shares will be deemed to have been declined.

(d) If the RFO Offeree(s) shall have delivered an RFO Exercise to the RFO Offeror within the RFO Response Period for all the RFO Ordinary Shares, the RFO Offeror and RFO Offeree(s) shall be respectively bound, and shall complete the sale and purchase of the RFO Ordinary Shares within thirty (30) days thereafter upon the terms set forth in the RFO Notice; provided, however, that such period shall be extended following such date as necessary to permit all required approvals, consents or authorizations from, or filings or registrations with, any Governmental Authority in connection with such purchase to be obtained or made, to the extent prior to the expiration of the RFO Purchase Period reasonable actions have been taken by the RFO Offeree(s) to obtain such approvals, consents or authorizations, or make such filings or registrations; and provided further that no such extension shall exceed 60 days.

(e) If the RFO Offeree(s) shall not have completed the purchase of all of the RFO Ordinary Shares within the RFO Purchase Period, as extended as provided in Section 3.3(d), or together have failed to deliver RFO Exercises within the RFO Response Period for all of the RFO Ordinary Shares as contemplated in Section 3.3(d) or declined in writing to exercise the Right of First Offer, then the RFO Offeror shall have the right for sixty (60) days thereafter (the “Transfer Period”), to dispose of the RFO Ordinary Shares in one or more Transfers thereof without being subject to any of the restrictions set forth in this Article III; provided, however, that (i) such Transfer of the RFO Ordinary Shares is consummated on terms not more favorable to the purchasers thereof than the terms specified in the RFO Notice and (ii) the RFO Offeror provides written confirmation to the RFO Offeree(s) that such terms comply with clause (i) hereof prior to the consummation of such sale; and provided further, that the Transfer Period

shall be extended following such date as necessary to permit all required approvals, consents or authorizations from, or filings or registrations with, any Governmental Authority in connection with such Transfers to be obtained or made, to the extent prior to the expiration of the Transfer Period reasonable appropriate actions have been taken by the RFO Offeror to obtain such approvals, consents or authorizations or make such filings or registrations; and provided further that no such extension shall exceed thirty (30) days. If at the end of the Transfer Period, as extended as provided herein, the RFO Offeror has not completed the Transfer of the RFO Ordinary Shares, the RFO Offeror shall no longer be permitted to dispose of such RFO Ordinary Shares without again fully complying with the provisions of this Section 3.3.

(f) The RFO Offeror shall, upon the Transfer of the RFO Ordinary Shares, procure the resignation of such number of directors nominated by it, if any, as would be required pursuant to Section 2.2 hereof, and such director shall execute a letter of resignation.

ARTICLE IV

FINANCIAL STATEMENTS; ACCESS TO INFORMATION

4.1 Financial Statements. With respect to each of the E-House Group Shareholders (as a group) and the SINA Group Shareholders (as a group), until such date as the E-House Group Shareholders (as a group) or the SINA Group Shareholders (as a group) are no longer a Major Shareholder, and thereafter to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit by E-House or SINA, as the case may be, the following financial information, prepared in accordance with GAAP, shall be delivered by the Company to E-House or SINA, as the case may be, on a timely basis all Information that E-House or SINA, as the case may be, reasonably requires to meet its schedule for the preparation, printing, filing, and public dissemination of it's respective annual and quarterly financial statements:

(a) Within 60 days after the close of each fiscal year, the following financial statements, examined by and certified to by the Company's external auditors: (i) the audited consolidated balance sheet of the Company as of the close of such fiscal year; (ii) the audited consolidated statement of Company net profits and net losses for such fiscal year; (iii) the audited consolidated statement of the Company's cash flows for such fiscal year; and (iv) a copy of the share registry of the Company listing the current owners of Ordinary Shares and the number of Ordinary Shares owned by each Shareholder.

(b) As soon as available and in any event within 30 days after the end of each fiscal quarter, the unaudited consolidated balance sheet of the Company as of the end of such fiscal quarter and unaudited consolidated statements of income and Company net profits and net losses for the period commencing at the end of the previous fiscal year and ending with the end of such fiscal quarter, certified by the Company.

4.2 Access to Information. Until the date that the SINA Group Shareholders (as a group) are no longer a Major Shareholder, and thereafter to the extent

necessary for the purpose of preparing financial statements or completing a financial statement audit, all governmental audits are complete and the applicable statute of limitations for tax matters has expired, the Company shall provide SINA's internal auditors, counsel and other designated representatives of SINA access during normal business hours to (i) the premises of the Company and its Subsidiaries and all Information (and duplicating rights) within the knowledge, possession or control of the Company and its Subsidiaries and (ii) the officers and employees of the Company and its Subsidiaries, so that SINA may conduct reasonable audits relating to the financial statements provided by the Company pursuant hereto as well as to the internal accounting controls and operations of the Company.

4.3 Confidentiality of Information. Any information provided to either of the E-House Group Shareholders or the SINA Group Shareholders shall be confidential and, subject to the confidentiality provisions contained in the stock purchase agreement, dated as of July 23, 2009, entered into between SINA and the Company, which provisions shall notwithstanding their terms continue in full force and effect until termination of this Agreement.

4.4 Cooperation. The Company will act in good faith and make commercially reasonable efforts to cooperate with SINA in connection with SINA's fulfillment of its annual and quarterly reporting obligations under the Securities Exchange Act of 1934, as amended.

ARTICLE V

TERM AND TERMINATION

5.1 Term. This Agreement shall take effect immediately and shall continue in force until the earliest of (i) the either the E-House Group Shareholders or the SINA Group Shareholders cease to own any Ordinary Shares, (ii) the date this Agreement is terminated in accordance with the provisions of this Article V or (iii) the date this Agreement is terminated by agreement of all of the Shareholders in writing; provided that the Parties agree to make such amendments as are required under the relevant rules of the Exchange.

5.2 Termination. (a) Any Shareholder shall be entitled to terminate this Agreement with respect to another Shareholder which is not an Affiliate of such Shareholder (the "Defaulting Party") by notice in writing to all Parties if any of the events set out below shall have occurred in relation to the Defaulting Party:

(i) if the Defaulting Party shall attempt to Transfer Ordinary Shares or grant or permit to exist any Lien (by operation of law or otherwise) with respect to Ordinary Shares in violation of this Agreement;

(ii) if the Defaulting Party shall commit any material breach of any of its obligations under this Agreement and shall fail to remedy such breach (if capable of remedy) within 60 days after being given notice by another Shareholder to do so; or

(iii) if the Defaulting Party shall commit any breach of any material Law applicable to such party in its capacity as a Shareholder;

(iv) if any Person enforces any Lien over the Ordinary Shares of the Defaulting Party or the Defaulting Party shall go into liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation with the consent of each other Shareholder, such consent not to be unreasonably withheld or delayed) or if a petition shall be presented or an order made for the appointment of an administrator in relation to the Defaulting Party or if a receiver, administrative receiver, judicial manager, manager or equivalent officer in any applicable jurisdiction shall be appointed over any part of the assets or undertaking of the Defaulting Party and such appointment is not revoked within 30 (thirty) days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction; or

(v) if the Defaulting Party shall make a general assignment or any composition or arrangement with or for the benefit of its creditors or if a receiver and/or judicial manager, trustee, administrator or equivalent officer in any applicable jurisdiction is appointed in relation to the Defaulting Party or in relation to the whole or any material part of its properties or assets.

(b) Upon provision of such notice by any Shareholder (other than an Affiliate of such Shareholder), the Defaulting Party shall cease to be a Shareholder.

(c) Subject to Section 3.2(a), this Agreement shall terminate in respect of any Shareholder if at any time as a result of a Transfer of Ordinary Shares that complies with the provisions of this Agreement, such Shareholder and its Affiliates hold no Ordinary Shares.

(d) Upon any Shareholder (and its Affiliates who have acquired Ordinary Shares) ceasing to be a Shareholder for any reason or upon this Agreement being terminated for any reason, the provisions of this Agreement will cease to be applicable to such Shareholder and its Affiliates other than, with respect to any such Shareholder, the rights and obligations of the Parties under Articles V, VI, VII and VIII and all rights and liabilities accruing prior to the date of such cessation or termination.

ARTICLE VI **LIABILITY**

6.1 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, no Party will be liable to another, whether in contract, tort (including negligence and breach of duty) or otherwise at law or in equity, for any loss of use, loss of profits, loss of contracts, loss of production, loss of revenue, loss of bargain, loss of business opportunities, cost of funding or for business interruption or for any other consequential or indirect loss or damage of whatsoever nature and howsoever or whensoever arising.

ARTICLE VII
GOVERNING LAW; ARBITRATION

7.1 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of the state of New York (without regard to its conflicts of laws rules that would mandate the application of the laws of another jurisdiction).

7.2 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a “Dispute”) shall be finally settled by arbitration.

(a) The place of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the HKIAC Administered Arbitration Rules then in force (the “HKIAC Rules”).

(b) The arbitration shall be decided by a tribunal of three (3) arbitrators, whose appointment shall be in accordance with the HKIAC Rules; provided, however, that the third presiding arbitrator must be licensed to practice New York state law and in good standing with the New York State Bar, as of the date the Notice of Arbitration is received by the HKIAC Secretariat.

(c) Arbitration proceedings (including but not limited to any arbitral award rendered) shall be in English.

(d) Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s), shall be resolved by the tribunal already appointed to hear the existing Dispute(s).

(e) The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered.

(f) Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its assets. For the purpose of the enforcement of an award, the parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

ARTICLE VIII
MISCELLANEOUS

8.1 Enforcement on Behalf of the Company. The directors of the Company shall be authorized to enforce the terms of this Agreement on behalf of the Company (which for the avoidance of doubt shall not in any way limit the rights of the Shareholders to enforce their rights under this Agreement directly).

8.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may be amended, modified or supplemented only by a written instrument duly executed by all the Parties hereto. In the event of an amendment, modification or supplement of this Agreement in accordance with its terms, each Shareholder hereby agrees to vote the Ordinary Shares owned or held by such Shareholder to approve any necessary amendments to the Memorandum and Articles of Association of the Company and any of its Subsidiaries required to make the Memorandum and Articles of Association of the Company and its Subsidiaries consistent with this Agreement.

8.3 Inspection. For so long as this Agreement shall remain in effect, this Agreement shall be made available for inspection by any Shareholder that is a Party hereto at the registered office of the Company.

8.4 Waiver. Any Party may (a) extend the time for the performance of any of the obligations or other acts of another Party, (b) waive compliance with any of the agreements of the another Party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. No waiver of any agreement or obligation granted pursuant to this Section 8.4 or otherwise in accordance with this Agreement shall be construed as a waiver of any prior or subsequent breach of such agreement or obligation or any other agreement or obligation. The failure of any Party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

8.5 Assignment. No Party may assign (by operation of law or otherwise) this Agreement or any of its rights, interests or obligations under this Agreement, in whole or in part, without the prior written consent of the other Parties, except that (i) assignments of all of a Shareholder's rights, interests and obligations under this Agreement to its Affiliate in a Permitted Transfer pursuant to Section 3.2(a) shall be permitted so that the E-House Group Shareholders (as a group) and the SINA Group Shareholder(s) (as a group) shall respectively have the same rights and obligations as E-House and SINA, respectively, hereunder; (ii) any SINA Group Shareholder may assign, pursuant to a Permitted Transfer pursuant to Section 3.2, all of its rights, interests and obligations to any non-Affiliate Transferee of Ordinary Shares from it (including the rights, interests and obligations specified in Sections 3.3), provided however that (A) such non-Affiliate Transferee shall not have the rights, interests and obligations specified in Sections 2.1, 2.2 and 2.3 and (iii) any E-House Group Shareholder may assign all of its rights, interests and obligations to any non-Affiliate Transferee of Ordinary Shares from it (including the rights, interests and obligations specified in Sections 3.3), provided however that such non-Affiliate Transferee shall not have the rights, interests and obligations specified in Sections 2.1, 2.2 and 2.3. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other

terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

8.7 Remedies. In the event of a breach by any Party to this Agreement of its obligations under this Agreement, any Party injured by such breach, in addition to being entitled to exercise all rights granted by Law, including recovery of damages and costs (including reasonable attorneys' fees), will be entitled to specific performance of its rights under this Agreement. The Parties agree that the provisions of this Agreement shall be specifically enforceable, it being agreed by the parties that the remedy at law, including monetary damages, for breach of any such provision will be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived.

8.8 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

8.9 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given, made or received (i) on the date of delivery if delivered in person or by messenger service, (ii) on the date of confirmation of receipt of transmission by facsimile (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) or (iii) on the date of confirmation of receipt if delivered by an internationally recognized overnight courier service or registered or certified mail (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.9):

If to SINA, to:

SINA Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090, People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Corporate Secretary

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022, China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq.

If to E-House Online, to:

17/F Merchandise Harvest Building (East)
No. 333 North Chengdu Road
Shanghai, China
Facsimile: +86 21 6133 0707
Attention: Li-Lan Cheng

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

If to the Company, to:

China Real Estate Information Corporation
No. 383 Guangyan Road
Shanghai 200072
People's Republic of China
Facsimile: +86 21 6086 7111
Attention: Ding Zuyu

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

8.10 Further Assurances. Each Party shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other Party in order to carry out the provisions and purposes of this Agreement.

8.11 No Fiduciary Relationship. This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create,

any agency, partnership, joint venture, fiduciary or any like relationship between the Parties hereto.

8.12 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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 agreement.

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

E-HOUSE (CHINA) HOLDINGS LIMITED

By: /s/ Xin Zhou
Name:
Title:

SINA CORPORATION

By: /s/ Charles Chao
Name:
Title:

CHINA REAL ESTATE INFORMATION CORPORATION

By: /s/ Xin Zhou
Name:
Title:

[Signature page to Shareholders Agreement]

REGISTRATION RIGHTS AGREEMENT

between

E-HOUSE (CHINA) HOLDINGS LTD.,
SINA CORPORATION

and

CHINA REAL ESTATE INFORMATION CORPORATION

October 21, 2009

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated as of October 21, 2009 (this “Agreement”), between E-HOUSE (CHINA) HOLDINGS LTD., a company organized under the laws of the Cayman Islands (“E-House”), SINA CORPORATION, a company organized under the laws of the Cayman Islands (“SINA”), and CHINA REAL ESTATE INFORMATION CORPORATION, a company organized under the laws of the Cayman Islands (“CRIC”).

WHEREAS, concurrently herewith, CRIC and SINA are entering into a Share Purchase Agreement (the “Share Purchase Agreement”; capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Share Purchase Agreement), pursuant to which, upon the terms and subject to the conditions thereof, SINA will acquire, on the date hereof, 47,666,667 common shares (the “Subscription Shares”) of CRIC, par value \$0.0002 each (the “CRIC Shares”);

WHEREAS, in connection with the transfer of the Subscription Shares, CRIC has agreed to provide SINA certain registration rights with respect to the Subscription Shares;

WHEREAS, E-House is the holder, on the date hereof, of certain CRIC Shares (the “E-House Shares”);

WHEREAS, CRIC has agreed to provide E-House certain registration rights with respect to the E-House Shares; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.

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

1. Definitions.

(a) For purposes of this Agreement:

“affiliate” of a specified person means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

“E-House Holder” means E-House and any affiliate transferee of E-House to whom Registrable Securities are permitted to be transferred in accordance with the terms of this Agreement and the Shareholders’ Agreement, and, in each case, who continues to be entitled to the rights of a Holder hereunder.

“Equity Securities” means the common shares of CRIC, and all direct or indirect options, warrants, convertible securities or other rights to acquire any common shares of CRIC or securities or instruments exchangeable or exercisable for, or convertible into, common shares of CRIC.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and all rules and regulations promulgated thereunder.

“Holder” shall mean each E-House Holder and SINA Holder, individually or collectively.

“NASD” means the National Association of Securities Dealers, Inc., or any successor entity thereof.

“person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“Registrable Securities” means all and any CRIC Shares held by a Holder (including any securities issuable or issued or distributed in respect of any such CRIC Shares by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, reorganization, merger, amalgamation, consolidation or otherwise). For purposes of this Agreement, Registrable Securities shall cease to be Registrable Securities when (i) a Registration Statement covering such Registrable Securities has been declared effective under the Securities Act by the SEC and such Registrable Securities have been disposed of pursuant to such effective Registration Statement, (ii) the entire amount of the Registrable Securities proposed to be sold by a Holder in a single sale, in the opinion of counsel satisfactory to CRIC and such Holder, each in their reasonable judgment, may be distributed to the public in the United States pursuant to Rule 144 (or any successor provision then in effect) under the Securities Act in any three-month period, (iii) any such Registrable Securities have been sold in a sale made pursuant to Rule 144 (or any successor provision then in effect) under the Securities Act (iv) the Holder of the Registrable Securities is a non-affiliate of CRIC and the Registrable Securities are saleable without any requirement to comply with any conditions in Rule 144, pursuant to Rule 144(b)(1) or (v) such Registrable Securities cease to be outstanding.

“Registration Expenses” means all expenses in connection with or incident to the registration of Registrable Securities hereunder, including (a) all SEC and any NASD registration and filing fees and expenses, (b) all fees and expenses in connection with the registration or qualification of Registrable Securities for offering and sale under the securities or “blue sky” laws of any state or other jurisdiction of the United States of America and, in the case of an underwritten offering, determination of their eligibility for investment under the laws of such jurisdictions as the managing underwriter or underwriters may reasonably designate, including reasonable fees and disbursements, if any, of counsel for the underwriters in connection with such registrations or qualifications and determination, (c) all expenses relating to the preparation, printing, distribution and reproduction of any Registration Statement required to be filed hereunder, each prospectus included therein or prepared for distribution pursuant hereto, each amendment or supplement to the foregoing, the expenses of preparing Registrable Securities in a form for delivery for purchase pursuant to such registration or qualification and the expense of printing or producing any underwriting agreement(s) and agreement(s) among underwriters and any “blue sky” or legal investment memoranda, any selling agreements and all other documents approved for use in writing by CRIC to be used in connection with the offering,

sale or delivery of Registrable Securities, (d) messenger, telephone and delivery expenses of CRIC and out-of-pocket travel expenses incurred by or for CRIC's personnel for travel undertaken for any "road show" made in connection with the offering of securities registered thereby, (e) fees and expenses of any transfer agent and registrar with respect to the delivery of any Registrable Securities and any escrow agent or custodian involved in the offering, (f) fees, disbursements and expenses of counsel of CRIC and independent certified public accountants of CRIC incurred in connection with the registration, qualification and offering of the Registrable Securities (including the expenses of any opinions or "comfort" letters required by or incident to such performance and compliance), (g) fees, expenses and disbursements of counsel and any other persons retained by CRIC, including special experts retained by CRIC in connection with such registration, (h) Securities Act liability insurance, if CRIC desires such insurance, (i) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering and (j) the fees and expenses incurred by CRIC and its advisers in connection with the quotation or listing of Registrable Securities on any securities exchange or automated securities quotation system. Any brokerage commissions attributable to the sale of any of the Registrable Securities, and any commissions, fees, discounts, transfer taxes or stamp duties or, except as specified in the immediately preceding sentence, expenses of any underwriter or placement agent incurred in connection with an offering of Registrable Securities in accordance with this Agreement and any fees and expenses of any counsel or other advisors to a Holder and any other out-of-pocket expenses of a Holder shall not be "Registration Expenses."

"Registration Statement" means a Demand Registration Statement or a Piggy-Back Registration Statement, as the case may be.

"SEC" means the United States Securities and Exchange Commission, or any successor thereto.

"Securities Act" means the United States Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder.

"Share Capital" means the issued and outstanding share capital of CRIC, taking into account only CRIC Shares and other Equity Securities then in issue, if any, that are convertible into or exercisable or exchangeable for CRIC Shares and based on a deemed conversion of such Equity Securities.

"Shareholders' Agreement" means the shareholders' agreement, dated on or about the date hereof, entered into by and among E-House, SINA and CRIC.

"SINA Holder" means SINA and any affiliate transferee of SINA to whom Registrable Securities are permitted to be transferred in accordance with the terms of this Agreement and the Shareholders' Agreement, and, in each case, who continues to be entitled to the rights of a Holder hereunder.

(b) The following terms have the meaning set forth in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Blackout Period	4
CRIC	Preamble
CRIC Shares	Recitals
Demand Registration	2(a)
Demand Registration Statement	2(a)
E-House	Preamble
Exercising Holder	2(a)
Indemnified Party	8(c)
Indemnifying Party	8(c)
Maximum Offering Size	2(c)
Non-Exercising Holder	2(b)
Participating Piggy-Back Holders	3(b)
Piggy-Back Registration	3(a)
Piggy-Back Registration Statement	3(a)
Share Purchase Agreement	Recitals
SINA	Preamble
Subscription Shares	Recitals

(c) Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(i) The headings in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(ii) Whenever the words “include”, “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

(iii) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(iv) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(v) References to a person are also to its successors and permitted assigns; and

(vi) The use of “or” is not intended to be exclusive unless expressly indicated otherwise.

2. Demand Registration.

(a) Following the date that is one hundred and eighty (180) days after the date hereof and upon receipt of a written request from a Holder (such Holder, together with its Affiliates, the “Exercising Holder”) requesting that CRIC effect a registration (a “Demand Registration”) under the Securities Act covering all or part of the Registrable Securities, and

which notice shall specify the number of Registrable Securities for which registration is requested and the intended method or methods of distribution thereof, CRIC shall use its best efforts to, as soon as reasonably practicable, after receipt of such written request, file with the SEC and use its best efforts to cause to be declared effective, a registration statement (a “Demand Registration Statement”) relating to all of the Registrable Securities that CRIC has been so requested to register for sale, to the extent required to permit the disposition (in accordance with the intended method or methods of distribution thereof) of the Registrable Securities so registered.

(b) If the Demand Registration relates to an underwritten public offering and the managing underwriter of such proposed public offering advises CRIC and the Exercising Holder that, in its reasonable opinion, the number of Registrable Securities requested to be included in the Demand Registration (including securities to be sold by CRIC or any other security holder, including any Holders other than the Exercising Holder (such Holders, the “Non-Exercising Holders”) exceeds the largest number of securities which reasonably can be sold in such offering without having a material adverse effect on such offering, including the price at which such securities can be sold (the “Maximum Offering Size”), then CRIC shall include in such Demand Registration, up to the Maximum Offering Size, first, the Registrable Securities the Exercising Holder proposes to register, second, the Registrable Securities any Non-Exercising Holder proposes to register, and third, any securities CRIC proposes to register and any securities with respect to which any other security holder has requested registration. CRIC shall not hereafter enter into any agreement which is inconsistent with the rights of priority provided in this Section 2(b).

(c) Each of the E-House Holders and the Sina Holders, in each case, collectively, shall be entitled to an aggregate of three (3) registrations of Registrable Securities pursuant to this Section 2; provided, that a registration requested pursuant to this Section 2 shall not be deemed to have been effected for purposes of this Section 2(c) unless (i) it has been declared effective by the SEC, (ii) it has remained effective for the period set forth in Section 5(a) and (iii) the offering of Registrable Securities pursuant to such registration is not subject to any stop order, injunction or other order or requirement of the SEC; provided, however, that in the event the Exercising Holder revokes a Demand Registration request (which revocation may only be made prior to CRIC requesting acceleration of effectiveness of the registration statement) then such Demand Registration shall count as having been effected unless the Exercising Holder pays all Registration Expenses in connection with such revoked Demand Registration within seven (7) days of written request therefor by CRIC.

(d) Notwithstanding anything to the contrary contained herein, CRIC shall not be required to prepare and file (i) more than one (1) Demand Registration Statements in any twelve-month period, or (ii) any Demand Registration Statement within one hundred and eighty (180) days following the date of effectiveness of any other Registration Statement.

(e) A Demand Registration requested pursuant to this Section 2 shall not be deemed to have been effected unless the Demand Registration Statement relating thereto (i) has become effective under the Securities Act and any of the Registrable Securities of the Holder included in such Demand Registration Statement have actually been sold thereunder and (ii) has remained effective for a period of at least that specified in Section 5(a); provided, however, that

if after any Demand Registration Statement requested pursuant to this Section 2 becomes effective, such Demand Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court solely due to the actions or omissions to act of CRIC, such Demand Registration Statement shall be at the sole expense of CRIC and shall not be included as one of the Demand Registrations which may be requested pursuant to this Section 2.

3. Piggy-Back Registration

(a) If CRIC proposes to file on its behalf and/or on behalf of any holder of its securities (other than a holder of Registrable Securities) a registration statement under the Securities Act on any form (other than a registration statement on Form S-4, F-4 or S-8 (or any successor form) for securities to be offered in a transaction of the type referred to in Rule 145 under the Securities Act or to employees of CRIC pursuant to any employee benefit plan, respectively) for the registration of CRIC Shares (a "Piggy-Back Registration"), it shall give written notice to all Holders at least thirty (30) days before the initial filing with the SEC of such registration statement (a "Piggy-Back Registration Statement"), which notice shall set forth the number of CRIC Shares that CRIC and other holders of CRIC Shares, if any, then contemplate including in such registration and the intended method of disposition of such CRIC Shares.

(b) If any Holder desires to have Registrable Securities registered under this Section 3 (the "Participating Piggy-Back Holders"), it shall advise CRIC in writing within five (5) days after the date of receipt of such notice from CRIC of its desire to have Registrable Securities registered under this Section 3, and shall set forth the number of Registrable Securities for which registration is requested. CRIC shall thereupon use its reasonable best efforts to include, or in the case of a proposed underwritten public offering, use its reasonable best efforts to cause the managing underwriter or underwriters to permit such Holder to include, in such filing the number of Registrable Securities for which registration is so requested, subject to paragraph (c) below, and shall use its reasonable best efforts to effect registration of such Registrable Securities under the Securities Act.

(c) If the Piggy-Back Registration relates to an underwritten public offering and the managing underwriter of such proposed public offering advises CRIC and the Holders that, in its reasonable opinion, the number of Registrable Securities requested to be included in the Piggy-Back Registration together with the securities being registered by CRIC or any other security holder exceeds the Maximum Offering Size, then:

(i) in the event CRIC initiated the Piggy-Back Registration, CRIC shall include in such Piggy-Back Registration first, the securities CRIC proposes to register and second, the securities of all other selling security holders, including the Participating Piggy-Back Holders, to be included in such Piggy-Back Registration in an amount that together with the securities CRIC proposes to register, shall not exceed the Maximum Offering Size and shall be allocated among such selling security holders on a pro rata basis (based on the number of CRIC Shares held by each such selling security holder); and

(ii) in the event any holder of securities of CRIC initiated the Piggy-Back Registration, CRIC shall include in such Piggy-Back Registration first, the securities such initiating security holder proposes to register, second, the securities of any other selling security holders (including the Participating Piggy-Back Holders), in an amount that together with the securities the initiating security holder proposes to register, shall not exceed the Maximum Offering Size, such amount to be allocated among such other selling security holders on a pro rata basis (based on the number of CRIC Shares held by each such selling security holder) and third, any securities CRIC proposes to register, in an amount that together with the securities the initiating security holder and the other selling security holders propose to register, shall not exceed the Maximum Offering Size.

(d) CRIC shall not hereafter enter into any agreement that is inconsistent with the rights of priority provided in Section 3(c).

4. Blackout Periods. CRIC shall have the right to delay the filing or effectiveness of a Registration Statement required pursuant to Section 2 or 3 hereof during no more than two (2) periods aggregating to not more than one hundred and twenty (120) days in any twelve-month period (each, a "Blackout Period"), in the event that (i) CRIC would, in the good faith judgment of CRIC's Board of Directors, be required to disclose in the prospectus information not otherwise then required by law to be publicly disclosed and (ii) in the good faith judgment of CRIC's Board of Directors, there is a reasonable likelihood that such disclosure, or any other action to be taken in connection with the prospectus, would materially and adversely affect or interfere with any significant financing, acquisition, merger, disposition of assets, corporate reorganization or other material transaction or negotiations involving CRIC; provided, however, that (A) a Holder shall be entitled, at any time after receiving notice of such delay and before such Demand Registration Statement becomes effective, to withdraw such request and, if such request is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations and (B) CRIC shall delay during such Blackout Period the filing or effectiveness of any Registration Statement required pursuant to the registration rights of other holders of any securities of CRIC. CRIC shall promptly give the Holders written notice of such determination containing, to the extent permitted by law, a general statement of the reasons for such postponement and an approximation of the anticipated delay. After the expiration of any Blackout Period (including upon public disclosure of the information that was the reason for such Blackout Period) and without any further request from any Holder, CRIC shall (subject to there being no other Blackout period) promptly notify the Holders and shall use its reasonable best efforts to prepare and file with the SEC the requisite Registration Statement or such amendments or supplements to such Registration Statement or prospectus used in connection therewith as may be necessary to cause such Registration Statement to become effective as promptly as practicable thereafter.

5. Registration Procedures. If CRIC is required by the provisions of Section 2 or 3 to use its reasonable best efforts to effect the registration of any of its securities under the Securities Act, CRIC shall, as soon as reasonably practicable, after receipt of a written request for a Demand Registration:

(a) prepare and file with the SEC a Registration Statement with respect to such securities and use its reasonable best efforts to cause such Registration Statement to

become effective as promptly as practicable and to remain effective for a period of time required for the disposition of such Registrable Securities by the Holders thereof but not to exceed one hundred twenty (120) days excluding any days that fall during a permitted Blackout Period under Section 4; provided, however, that before filing such Registration Statement or any amendments or supplements thereto, CRIC shall, if requested, furnish to counsel selected by the Holders copies of all documents proposed to be filed, which documents shall be subject to the review of such counsel, and shall in good faith consider incorporating in each such document such changes as such counsel to the Holders reasonably and in a timely manner may suggest; provided, however, that CRIC shall not have any obligation to so modify any information.

(b) prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all securities covered by such Registration Statement until the earlier of such time as all of such securities have been disposed of in a public offering or the expiration of one hundred twenty (120) days (excluding any days that fall during a permitted Blackout Period under Section 4);

(c) furnish to such selling security holders such number of conformed copies of the applicable Registration Statement and each such amendment and supplement thereto (including in each case all exhibits), such number of copies of the prospectus contained in such Registration Statement (including each preliminary prospectus and any summary prospectus) and any other prospectus, in conformity with the requirements of the Securities Act, and such other documents, as such selling security holders may reasonably request;

(d) use its reasonable best efforts to register or qualify the Registrable Securities or other securities covered by such Registration Statement under such other securities or blue sky laws of such jurisdictions within the United States and its territories and possessions as each Holder of such Registrable Securities shall reasonably request, to keep such registration or qualification in effect for so long as such Registration Statement remains in effect or until all of the Registrable Securities are sold, whichever is shorter, and to take any other action which may be reasonably necessary or advisable to enable the Holder to consummate the disposition in such jurisdictions of the securities owned by such Holder (provided, however, that CRIC shall not be required in connection therewith or as a condition thereto to qualify to do business as a foreign corporation, subject itself to taxation in or to file a general consent to service of process in any jurisdiction where it would not, but for the requirements of this paragraph (d), be obligated to do so) and do such other reasonable acts and things as may be required of it to enable such Holder to consummate the disposition in such jurisdiction of the securities covered by such Registration Statement;

(e) use its reasonable best efforts to furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to Section 2 or 3, if the method of distribution is by means of an underwriting, on the date that the shares of Registrable

Securities are delivered to the underwriters for sale pursuant to such registration, or if such Registrable Securities are not being sold through underwriters, on the date that the registration statement with respect to such shares of Registrable Securities becomes effective, (1) a signed opinion, dated such date, of the independent legal counsel representing CRIC for the purpose of such registration, addressed to the underwriters, if any, and if such Registrable Securities are not being sold through underwriters, then to the Holders making such request, and (2) letters dated such date and the date the offering is priced from the independent certified public accountants of CRIC, addressed to the underwriters, if any, and if such Registrable Securities are not being sold through underwriters, then to the Holders making such request, in each case, in customary form and covering such matters of the kind customarily covered by opinions or comfort letters, as the case may be, in such a transaction;

(f) enter into customary agreements (including if the method of distribution is by means of an underwriting, an underwriting agreement containing representations, warranties and indemnities in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities;

(g) otherwise use its reasonable best efforts to comply with all applicable rules and regulations promulgated by the SEC;

(h) use its reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange or quotation system on which the CRIC Shares are listed or traded;

(i) give written notice to the Holders:

(i) when such Registration Statement, the prospectus or any amendment or supplement thereto has been filed with the SEC and when such Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the SEC for amendments or supplements to such Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by CRIC or its legal counsel of any notification with respect to the suspension of the qualification of the CRIC Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires CRIC to make changes in such Registration Statement or such prospectus in order to make the statements

therein, in light of the circumstances in which they were made, not misleading (which notice shall be accompanied by an instruction to suspend the use of such prospectus until the requisite changes have been made);

(j) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of such Registration Statement at the earliest possible time;

(k) furnish to each Holder, without charge, at least one copy of such Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits (including those, if any, incorporated by reference);

(l) upon the occurrence of any event contemplated by Section 5(i)(v) above, promptly prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to the Holders, the prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If CRIC notifies the Holders in accordance with Section 5(i)(v) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Holders shall suspend use of such prospectus and use its reasonable best efforts to return to CRIC all copies of such prospectus other than permanent file copies then in such Holder's possession, and the period of effectiveness of such Registration Statement provided for above shall be extended by the number of days from and including the date of the giving of such notice to the date the Holders shall have received such amended or supplemented prospectus pursuant to this Section 5(l);

(m) subject to the execution of confidentiality agreements satisfactory in form and substance to CRIC, pursuant to the reasonable request of the Holder or underwriters, make reasonably available for inspection by representatives of the Holders, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by such representative or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of CRIC and cause CRIC's officers, directors and employees to supply all relevant information reasonably requested by such representative or any such underwriter, attorney, accountant or agent in connection with the registration provided that any such information inspected or discussions conducted shall be done in a manner so as not to disrupt the operation of CRIC's business;

(n) in connection with any underwritten offering to the extent the underwriters determine that the failure to do so would have a material adverse effect on such offering, make appropriate officers and senior executives of CRIC reasonably available to the selling security holders for meetings with prospective purchasers of Registrable Securities and prepare and present to potential investors customary "road show" material in each case in accordance with the recommendations of the underwriters and in all respects in a manner reasonably requested and consistent with other new issuances of

securities in an offering of a similar size to such offering of the Registrable Securities; and

(o) use reasonable best efforts to procure the cooperation of CRIC's transfer agent in settling any offering or sale of Registrable Securities, including with respect to the transfer of physical stock certificates into book-entry form in accordance with any procedures reasonably requested by the Holders or the underwriters, if any.

It shall be a condition precedent to the obligation of CRIC to take any action pursuant to this Agreement in respect of the Registrable Securities which are to be registered at the request of any Holder that such Holder shall furnish to CRIC such information regarding the Registrable Securities held by such Holder and the intended method of distribution thereof as CRIC shall reasonably request and as shall be required in connection with the action taken by CRIC.

6. Expenses. Except as otherwise agreed or set forth herein, all Registration Expenses shall be paid by CRIC, except that each Holder shall bear and pay all (a) brokerage commissions attributable to the sale of any of the Registrable Securities, (b) commissions, fees, discounts, transfer taxes or stamp duties or, except as specified in the immediately preceding sentence, expenses of any underwriter or placement agent applicable to Registrable Securities offered for such Holder's account in accordance with this Agreement, (c) fees and expenses of any counsel or other advisors to a Holder and (d) other out-of-pocket expenses of such Holder, in each case, with respect to such Holder's Registrable Securities only.

7. Rule 144 Information. With a view to making available the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration, CRIC agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act; and

(b) use its reasonable best efforts to file with or furnish to the SEC in a timely manner all reports and other documents required of CRIC under the Securities Act and the Exchange Act.

8. Indemnification and Contribution.

(a) CRIC shall indemnify and hold harmless each Holder, such Holder's directors and officers, each agent and any underwriter for CRIC (within the meaning of the Securities Act), and each person, if any, who controls such Holder or such agent or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which they may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or proceedings in respect thereof) arise out of or are based on any untrue or alleged untrue statement of any material fact contained in a Registration Statement on the effective date thereof (including any prospectus filed under Rule 424 under the Securities Act or any amendments or supplements thereto), or any document incorporated by reference therein, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein

not misleading, and shall reimburse each Holder, such Holder's directors and officers, such agent or underwriter or such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, proceeding or action; provided, however, that the indemnity agreement contained in this Section 8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, proceeding or action if such settlement is effected without the consent of CRIC (which consent shall not be unreasonably withheld or delayed); provided further that CRIC shall not be liable to the Holder, such Holder's directors and officers, such agent or underwriter or such controlling person in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in connection with a Registration Statement, preliminary prospectus, final prospectus or amendments or supplements thereto, in reliance upon and in conformity with written information furnished for use in connection with such registration by such Holder, such Holder's directors or officers, such agent or underwriter or such controlling person or by such Holder's failure to furnish CRIC, upon request, with the information with respect to such Holder or any participating person that is the subject of the untrue statement or omission. CRIC shall not, without the consent of the Holders (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened proceeding or action in respect of which any Holder is a party and indemnity has been sought hereunder by such Holder, unless such settlement includes an unconditional release of such Holder from all liability for claims that are the subject matter of such proceeding or action. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder, such Holder's directors and officers, such agent or underwriter or such controlling person, and shall survive the transfer of such securities by such Holder.

(b) Each Holder requesting or joining in a registration severally and not jointly shall indemnify and hold harmless CRIC, each of its directors and officers, each person, if any, who controls CRIC within the meaning of the Securities Act, and each agent and any underwriter for CRIC (within the meaning of the Securities Act) against any losses, claims, damages or liabilities, joint or several, to which CRIC or any such director, officer, controlling person, agent or underwriter may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or proceedings in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in a Registration Statement on the effective date thereof (including any prospectus filed under Rule 424 under the Securities Act or any amendments or supplements thereto) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in such Registration Statement, preliminary or final prospectus, or amendments or supplements thereto, in reliance upon and in conformity with written information furnished by or on behalf of such Holder for use in connection with such registration, preliminary prospectus, final prospectus or amendments or supplements thereto; and each such Holder shall reimburse any legal or other expenses reasonably incurred by CRIC or any such director, officer, controlling person, agent or underwriter in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the

consent of such Holder (which consent shall not be unreasonably withheld or delayed), and provided further that the liability of a Holder hereunder shall be limited to the aggregate net proceeds received by such Holder in connection with any offering to which such registration under the Securities Act relates. A Holder shall not, without the consent of CRIC, effect any settlement of any pending or threatened proceeding or action in respect of which CRIC is a party and indemnity has been sought hereunder by CRIC, unless such settlement includes (i) an unconditional release of CRIC, from all liability for claims that are the subject matter of such proceeding or action and (ii) does not include any statement as to or any admission of fault, capability or a failure to act by or on behalf of CRIC.

(c) If the indemnification provided for in this Section 8 from the indemnifying party (the “Indemnifying Party”) is unavailable to any person entitled to indemnification hereunder (the “Indemnified Party”) in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the Indemnifying Party, in lieu of indemnifying the Indemnified Party, shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and the Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, the Indemnifying Party or the Indemnified Party, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. If the allocation provided in this paragraph (c) is not permitted by applicable law, the parties shall contribute based upon the relevant benefits received by CRIC from the offering of securities on the one hand and the net proceeds received by the Holders from the sale of securities on the other.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(d) The Indemnified Party agrees to give prompt written notice to the Indemnifying Party after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party hereunder unless such failure is materially prejudicial to the Indemnifying Party. If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, to assume the defense of such

action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the reasonable fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action within forty-five (45) days notice of a request to do so or (iii) the named parties to any such action (including any impleaded parties) have been advised by such counsel that either (A) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (B) there are one or more legal defenses available to it which are substantially different from or additional to those available to the Indemnifying Party. No Indemnifying Party shall be liable for any settlement entered into without its written consent, which consent shall not be unreasonably withheld or delayed.

(e) The agreements contained in this Section 8 shall survive the transfer of the Registrable Securities by any Holder and sale of all the Registrable Securities pursuant to any Registration Statement and shall remain in full force and effect, regardless of any investigation made by or on behalf of any Holder, such Holder's directors and officers, any person who participates in the offering of Registrable Securities, including underwriters (as defined in the Securities Act), and any person, if any, who controls any Holder or such participating person within the meaning of the Securities Act.

9. Limitations on Registration of Other Securities; Representation. From and after the date of this Agreement, CRIC shall not, without the prior written consent of each of the Holders, enter into any agreement with any holder or prospective holder of any securities of CRIC giving such holder or prospective holder any registration rights the terms of which are more favorable taken as a whole than the registration rights granted to the Holders hereunder unless CRIC shall also give such rights to the Holders.

10. No Inconsistent Agreements. CRIC shall not hereafter enter into any agreement with respect to its securities that is inconsistent in any material respects with the rights granted to the Holders in this Agreement.

11. Selection of Managing Underwriters. In the event the Participating Demand Holders have requested an underwritten offering, the underwriter or underwriters shall be selected by the Holders of a majority of the shares being so registered and shall be approved by CRIC, which approval shall not be unreasonably withheld or delayed, provided, (i) that all of the representations and warranties by, and the other agreements on the part of, CRIC to and for the benefit of such underwriters shall also be made to and for the benefit of such Holders of Registrable Securities, (ii) that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement shall be conditions precedent to the obligations of such Holders of Registrable Securities, and (iii) that no Holder shall be required to make any representations or warranties to or agreements with CRIC or the underwriters other than representations, warranties or agreements regarding such Holder, the Registrable Securities of such Holder and such Holder's intended method of distribution and any other representations customarily required or required by law. Subject to the foregoing, all Holders proposing to distribute Registrable Securities through such underwritten offering shall enter into an underwriting agreement in customary form with the underwriter or underwriters.

12. Miscellaneous

(a) Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

(b) Amendments and Waivers.

(i) This Agreement may be amended, modified or supplemented only by a written instrument duly executed by all the Parties hereto.

(ii) Any Party may (a) extend the time for the performance of any of the obligations or other acts of another Party to such other Party, (b) waive compliance with any of the agreements of the another Party or conditions to such Party's obligations contained herein to such other Party. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. No waiver of any agreement or obligation granted pursuant to this Section 12(b) or otherwise in accordance with this Agreement shall be construed as a waiver of any prior or subsequent breach of such agreement or obligation or any other agreement or obligation. The failure of any Party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(c) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given, made or received (i) on the date of delivery if delivered in person or by messenger service, (ii) on the date of confirmation of receipt of transmission by facsimile (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) or (iii) on the date of confirmation of receipt if delivered by an internationally recognized overnight courier service or registered or certified mail (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12(c)):

(i) if to CRIC:

CHINA REAL ESTATE INFORMATION CORPORATION
No. 383 Guangyan Road
Shanghai 200072
People's Republic of China
Facsimile: +86 21 6086 7111
Attention: Ding Zuyu

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom

42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

(ii) if to E-House or any E-House Holder:

E-House (China) Holdings Ltd.
17/F, Merchandise harvest Buildig (East)
No. 333 North Chengdu Road
Shanghai, 200041 People's Republic of China
Facsimile: +86 21 6133 0707
Attention: Li-Lan Cheng

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

(iii) if to SINA or any SINA Holder:

SINA Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090, People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Corporate Secretary

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022, China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq

(d) Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and, except as expressly provided in Section 8 hereof, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Neither this Agreement nor any of the rights or obligations of any party hereto may be assigned by any party hereto without the prior written consent of the other party hereto, except that the registration rights of a Holder with respect to any Registrable

Securities may be transferred to any affiliate of such Holder (i) to which Registrable Securities have been transferred and (ii) who executes a written agreement in form and substance reasonably satisfactory to CRIC agreeing to be bound by the terms of this Agreement, and any purported assignment in breach hereof by a Holder shall be void. All of the obligations of CRIC hereunder shall survive any such transfer.

(e) Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(f) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(i) Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be heard and determined in any New York state or federal court sitting in The City of New York, County of Manhattan, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such claim, action, suit or proceeding) and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit or proceeding in any such court or that any such claim, action, suit or proceeding that is brought in any such court has been brought in an inconvenient forum.

(ii) Subject to applicable law, process in any such claim, action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing and subject to applicable law, each party agrees that service of process on such party shall be deemed effective service of process on such party. Nothing herein shall affect the right of any party to serve legal process in any other manner permitted by law or at equity. WITH RESPECT TO ANY SUCH CLAIM, ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT, EACH OF THE PARTIES IRREVOCABLY WAIVES AND RELEASES TO THE OTHER ITS RIGHT TO A TRIAL BY JURY, AND AGREES THAT IT WILL NOT SEEK A TRIAL BY JURY IN ANY SUCH PROCEEDING.

(g) Waiver of Jury Trial. Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby. Each of the parties hereto (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (ii) acknowledges that it and the other party hereto have been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications in this Section 12(g).

(h) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and

provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

(i) Entire Agreement. This Agreement and the Share Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof and thereof.

(j) Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party hereto shall not preclude or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(k) Construction. Each party hereto acknowledges and agrees it has had the opportunity to draft, review and edit the language of this Agreement and that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any dispute relating to, in connection with or involving this Agreement. Accordingly, the parties hereto hereby waive the benefit of any rule of law or any legal decision that would require, in cases of uncertainty, that the language of a contract should be interpreted most strongly against the party who drafted such language.

(l) Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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 agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

E-HOUSE (CHINA) HOLDINGS LTD.

By: /s/ Xin Zhou
Name:
Title:

SINA CORPORATION

By: /s/ Charles Chao
Name:
Title:

CHINA REAL ESTATE INFORMATION CORPORATION

By: /s/ Xin Zhou
Name:
Title:

[Signature Page to Registration Rights Agreement]

CONFIDENTIAL

Exhibit 4.49
EXECUTION VERSION

AMENDED AND RESTATED ADVERTISING INVENTORY SALE AGENCY AGREEMENT

SINA CORPORATION
and
CHINA ONLINE HOUSING TECHNOLOGY CORPORATION

Dated as of August 31, 2009

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
1.01 Certain Defined Terms	1
1.02 Definitions	4
1.03 Interpretation and Rules of Construction	6
ARTICLE II ADVERTISING INVENTORY SALE AGENCY	7
2.01 Offsite Advertising Inventory Sale Agency	7
2.02 Sale Agency for Leju Channel Advertising Inventory	9
2.03 Sale of Derivative Real Estate Advertising	10
2.04 Scope of Authorization	11
2.05 No Partnership	11
ARTICLE III GIVEAWAY OF ADVERTISING INVENTORY	11
3.01 Principle	11
3.02 Giveaway Corresponding to Fixed Location Advertising Inventory	11
3.03 Giveaway Corresponding to Commercial Advertising Inventory	12
ARTICLE IV NON-SALABLE PROMOTION INVENTORY	13
4.01 Internal Advertising Inventory	13
4.02 Content Promotion Location	14
4.03 No Sale	15
4.04 No Carry-Over	16
ARTICLE V CALCULATION AND ADJUSTMENT OF LIST PRICE; ADJUSTMENT OF INVENTORY	16
5.01 Basic Principles	16
5.02 Annual Adjustment of the List Price of Fixed Location Advertising Inventory	16
5.03 Annual Adjustment of Fixed Location Advertising Inventory	18
5.04 Temporary Adjustment of Fixed Location Advertising Inventory	18
5.05 The List Price of Commercial Advertising	18
5.06 The List Price of Giveaway Advertising	19
5.07 The List Price of Internal Advertising Inventory	19
5.08 The Adjustment of Content Promotion Location	19
ARTICLE VI DISTRIBUTION AND PAYMENT OF ADVERTISING REVENUE	19
6.01 Basic Principles	19
6.02 Payment corresponding to Offsite Advertising Inventory	19

	Page	
6.03	Payment corresponding to Advertising Inventory on Leju Channels	21
6.04	Payment corresponding to Derivative Real Estate Advertising Inventory	21
6.05	Payment under Section 2.01(g)	22
6.06	Payment under Section 2.02(b)	23
6.07	Payment Liabilities	23
ARTICLE VII ADVERTISING REVIEW; ACCESS TO INFORMATION; AUDIT		23
7.01	SINA's Advertising Review	23
7.02	Leju's Advertising Review	23
7.03	Access to Information	24
7.04	Audit	24
ARTICLE VIII REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION		24
8.01	Representations, Covenants and Warranties	24
8.02	Indemnification	25
ARTICLE IX EFFECTIVENESS; EXTENSION; TERMINATION		25
9.01	Effectiveness and Term	25
9.02	Termination	25
9.03	Consequence of Termination	26
9.04	Survival	27
ARTICLE X GENERAL PROVISIONS		27
10.01	Confidentiality	27
10.02	Taxes	27
10.03	Expenses	28
10.04	Notices	28
10.05	Public Announcements	29
10.06	Severability	29
10.07	Entire Agreement	29
10.08	Assignment	29
10.09	No Third Party Beneficiaries	30
10.10	Amendment and Waiver	30
10.11	No Presumption	30
10.12	Governing Law	30
10.13	Dispute Resolution	30
10.14	Specific Performance	31
10.15	Force Majeure	31
10.16	Counterparts	31
10.17	Termination of the original Agency Agreement	32

Schedule A: Types of Real Estate Advertising
Schedule B: Location of Navigation Bar leading to Leju Channels at SINA Homepage
Schedule C: SINA Approval Procedures and Rules
Schedule D: Fixed Location Advertising Inventory
Schedule E: Content Promotion Location
Schedule F: Identified Websites

AMENDED AND RESTATED ADVERTISING INVENTORY SALE AGENCY AGREEMENT

This AMENDED AND RESTATED ADVERTISING INVENTORY SALE AGENCY AGREEMENT (this “Agreement”) is entered into on August 31, 2009 and effective upon the Effective Date (as defined below) by and between SINA CORPORATION, a corporation organized under the laws of Cayman Islands (“SINA”), and CHINA ONLINE HOUSING TECHNOLOGY CORPORATION, a corporation organized under the laws of Cayman Islands (“Leju”; collectively with SINA, the “Parties”, and individually, the “Party”).

WHEREAS, SINA and Leju entered into a certain Real Estate Advertising Exclusive Sale Agency Agreement dated May 8, 2008 (the “Original Agency Agreement”);

WHEREAS, SINA and CRIC Holdings Limited, a corporation organized under the laws of Cayman Islands (“CRIC”), entered into a certain Share Purchase Agreement (the “Share Purchase Agreement”) dated July 23, 2009 and a certain Memorandum of Understanding (the “MOU”) dated July 29, 2009; and

WHEREAS, SINA and Leju desire to amend and restate the original Agency Agreement upon, and subject to, the terms and conditions of the Share Purchase Agreement and the MOU.

NOW THEREFORE, in consideration of the mutual agreements and promises hereinafter set forth, and intending to be legally bound, SINA and Leju hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” means, when used with respect to any specified Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For the purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Advertising Inventory” means any space at Internet webpage which is divided based on display period and used for posting, placing and offering advertising information and content.

“Advertising Revenue” means the gross revenue directly earned from sale of advertising inventory as calculated in accordance with the U.S. GAAP, before excluding any bad debts and agent rebate.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in the PRC.

“Competitor” means any Person mainly engaged in operating Internet portal website.

“CRIC Control Change” means (i) the consummation of any acquisition or purchase, directly or indirectly, by any Person or related group of Persons, that results in a Competitor owning more ordinary shares in CRIC than E-House, SINA and any of their controlled Affiliate own in the aggregate or (ii) an event pursuant to which a Competitor acquires the right to nominate a member to the board of directors of CRIC.

“Derivative Real Estate Advertising” means any advertising related to real estate, home furnishing and building materials, and construction services, provided (i) the end advertiser of such advertising is not real estate developer, seller, leaser or any other agent, or home furnishing and building materials producer, seller or any other agent, or construction services provider; or (ii) such advertising is not used directly to promote real estate, home furnishing and building materials, and construction services, or any brand or image thereof, including any bank mortgage lending. Any Derivative Real Estate Advertising is subject to mutual agreement of the Parties pursuant to Section 1.01 (c).

“Effective Date” means the Closing Date as defined in the Share Purchase Agreement.

“Government Authority” means any applicable legislative body, regulatory or administrative authority, agency or commission or any court, board, bureau, instrumentality, tribunal or judicial or arbitral body.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Leju Channels” means (i) “real estate” channel on SINA website (whose website is “house.sina.com.cn”) , (ii) “home furnishing” channel on SINA website (whose website is “jiaju.sina.com.cn”) , (iii) “construction” (or any other name agreed upon by the parties) channel to be added at SINA’s website by September 30, 2009, and (iv) the website of “leju.com”; provided, however that in any event, Leju Channels shall not include any webpage linked to but outside Leju Channels (including any news page on SINA website). The navigation bars for Leju Channels at SINA’s homepage are specified in the schedule B hereto.

“Leju Control Change” means any event that results in the failure to control more than 50 percent (50%) voting rights of Leju by CRIC (including any of its controlled Affiliate).

“Leju Wholly-owned Subsidiary” means such Person whose equity or control is wholly owned, directly or indirectly, by Leju, including Beijing Yisheng Leju Information Services Co., Ltd. and any Person whose equity is wholly owned by Beijing Yisheng Leju Information Services Co., Ltd.

“List Price” means with respect to a specified advertising inventory, the standard price applicable to such inventory without discount, as provided and adjusted from time to time by the owner of such inventory.

“Non-Real Estate Advertising” means any advertising other than Real Estate Advertising and Derivative Real Estate Advertising.

“Person” means any individual, limited liability company, corporation, association, partnership, business trust, joint stock company, joint venture, trust, estate or other entity or organization of whatever nature.

“PRC” means the People’s Republic of China; for purpose of this Agreement, excludes Hong Kong, Macau and Taiwan.

“Real Estate Advertising” means the advertising used by (i) real estate developers, sellers, leasers or any other agents, (ii) home furnishing and building materials producers, sellers or any other agents, or (iii) construction services provider, each as end advertiser, to promote the products, services, brands and images set forth in Schedule A hereto, and any other advertising agreed by the Parties in writing. For avoidance of any doubt, Real Estate Advertising excludes Derivative Real Estate Advertising.

“RMB” means the lawful currency of the PRC.

“SINA Website” means the Internet website of sina.com.cn.

“SINA Wholly-owned Subsidiary” means such Person whose equity and control is wholly owned directly or indirectly by SINA, including such Person who is wholly controlled by SINA by contract, as well as any other Person whose equity is wholly owned by such Person.

“U.S.” means the United States of America.

“U.S. GAAP” means the accounting standards and practices consistently applied through the period, in effect from time to time and generally accepted in the U.S.

1.02 Definitions. The following terms have the meanings set forth in the sections set forth below:

Definition	Location
“HKIAC”	10.13(b)
“HKIAC Rules”	10.13(b)
“UIP Change Rate”	5.02(a)
“UIP Data Notice”	5.02(a)
“Fixed Location Advertising Location”	5.02(a)
“Fixed Location Advertising Annual Cap”	2.01(c)(i)
“Fixed Location Advertising Inventory”	2.01(c)(i)
“Fixed Location Giveaway Advertising Inventory”	3.02(a)
“Confidential Information”	10.01
“MOU”	Recitals
“Indemnified Party”	8.02
“Initial Term”	9.01
“Excluded Advertising Inventory”	2.01(a)
“Agency Period”	2.01(b)
“Expiration Date”	9.01
“Share Purchase Agreement”	Recitals
“Recipient”	10.01
“CRIC”	Recitals
“Leju”	Preamble
“Leju Agent”	2.02(a)
“Leju Advertising Inventory Fee”	6.03(a)
“Leju Advertising Gross Revenue”	2.01(d)
“Leju Annual Advertising Revenue”	6.02(c)
“Leju Annual Revenue Notice”	6.02(c)
“Leju Channel Advertising Inventory”	2.01(d)
“Leju Approval Procedures and Rules”	2.02(a)
“Leju Derivative Real Estate Advertising Inventory Fee”	6.04(c)
“Leju Quarterly Payment”	6.02(b)
“Leju Quarterly Advertising Revenue”	6.02(b)
“Leju Quarterly Revenue Notice”	6.02(b)
“Internal Advertising Annual Cap”	4.01(a)(ii)
“Internal Advertising Inventory”	4.01(a)
“Content Promotion Location”	4.02(a)
“Indemnifying Party”	8.02
“Disclosing Party”	10.01
“Identified Brand”	4.03(b)
“Identified Website”	4.03(b)
“Commercial Advertising Inventory”	2.01(c)(i)
“Commercial Giveaway Advertising Inventory”	3.03(a)
“Parties” or “Party”	Preamble
“Agreement”	Preamble
“SINA”	Preamble
“SINA Agent”	2.01(a)
“SINA Advertising Inventory Fee”	6.02(a)
“SINA Approval Procedures and Rules”	2.01(a)
“SINA Derivative Real Estate Advertising Inventory Fee”	6.04(a)
“Holiday Giveaway Inventory”	3.02(b)(i)

Definition	Location
“Derivative Advertising Appicantee”	2.03(a)
“Derivative Advertising Applicant”	2.03(a)
“Webpage UIP Number”	5.02(a)
“Original Agency Agreement”	Recital
“Suspension Notice”	2.01(e)
“Dispute”	10.13(a)
“Offsite Advertising Inventory”	2.01(a)
“Offsite Inventory Cap”	2.01(d)
“Designated Giveaway Inventory”	3.02(b)(ii)
“Self-Selected Giveaway Inventory”	3.02(b)(iii)

1.03 Interpretation and Rules of Construction. In this Agreement, unless the context otherwise requires: when a reference is made in this Agreement to an Article, section or Schedule, such reference is to an Article or section of, or a Schedule to, this Agreement unless otherwise indicated;

- (b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
- (c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;
- (d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (e) all terms defined in this Agreement have the defined meanings when used in any document made or delivered pursuant hereto, unless otherwise defined therein;
- (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;
- (g) any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law as from time to time amended, modified or supplemented, including by succession of comparable successor Laws;
- (h) references to a Person are also to its permitted successors and assigns;

(i) the use of “or” is not intended to be exclusive unless expressly indicated otherwise; and

(j) references to this “Agreement” include the Schedules hereto, and all amendments hereto made in accordance with the provisions of Section 10.10.

ARTICLE II

ADVERTISING INVENTORY SALE AGENCY

2.01 Offsite Advertising Inventory Sale Agency.

(a) Pursuant to the terms and conditions of this Agreement, SINA shall, and shall procure any SINA Affiliate operating SINA Website to, authorize Leju and any Leju Wholly-owned Subsidiary designated in writing by Leju from time to time (collectively, the “SINA Agent”), as the sole and exclusive agent of SINA for the Real Estate Advertising during the term hereof, subject to the procedures set forth in Schedule C of the advertising guidelines and inventory release guidelines of SINA (“SINA Approval Procedures and Rules”), to sell Advertising Inventory on SINA Website (“Offsite Advertising Inventory”) in connection with offering of Real Estate Advertising; provided, however, that Offsite Advertising Inventory shall not include (x) any Advertising Inventory on Leju Channels, and (y) any search Advertising Inventory on SINA Website (the foregoing Advertising Inventory under (y), “Excluded Advertising Inventory”). For avoidance of any doubt, during the term of this Agreement, neither SINA nor any SINA Affiliate operating SINA Website may directly or authorize any Person other than SINA Agent to sell any Offsite Advertising Inventory in connection with the offering of Real Estate Advertising. SINA shall have the right to amend the SINA Approval Procedures and Rules from time to time, *provided* that such amendment shall also be applicable to any other major advertising agent of SINA.

(b) The period commencing from the Effective Date and ending on the Expiration Date shall be divided into eleven (11) Agency Periods (“Agency Period”), of which the first Agency Period shall commence on the Effective Date and end on December 31, 2009; each of the second through the 10th Agency Period shall be equal to one calendar year (commencing on January 1 and ending on December 31 of such year) commencing on January 1, 2010; and the 11th Agency Period shall commence on January 1, 2019 and end on Expiration Date.

(c) During each Agency Period, SINA shall provide to SINA Agent Offsite Advertising Inventory, the total List Price of which shall be the sum of:

(i) the total List Price of Advertising Inventory at fixed locations provided by SINA to SINA Agent and marketable to end advertisers for one or more than one year (“Fixed Location Advertising Inventory”). The locations, numbers and List Price of the Fixed Location Advertising Inventory to be provided by SINA to SINA Agent are set forth in Schedule D (subject to adjustment pursuant to this Agreement). The total List Price of Fixed Location Advertising Inventory provided by SINA to SINA Agent during any Agency Period (“Fixed Location Advertising Annual Cap”) shall be equal to (a) the product of RMB nine hundred and eighty-two thousand (982,000) *multiplied* by the number of Business Days during such Agency Period, or (b) such amount as agreed upon by the Parties pursuant to Section 5.03 and/or Section 5.04(a)(ii); and

(ii) the total List Price of Advertising Inventory offered by SINA to SINA Agent other than Fixed Location Advertising, including banner advertising, button advertising and text linkage (“Commercial Advertising Inventory”). The location and display period in connection with the offering of Commercial Advertising Inventory shall be determined and adjusted from time to time upon agreement of the Parties subject to the SINA Approval Procedures and Rules.

(d) the total List Price of Offsite Advertising Inventory provided by SINA to SINA Agent in any Agency Period shall not exceed the product of the total Advertising Revenue earned by Leju and its Affiliates from the sale of Advertising Inventory at Leju Channels (“Leju Channel Advertising Inventory”) and Offsite Advertising Inventory in such Agency Period (“Leju Advertising Gross Revenue”) *multiplied* by N and further *multiplied* by four (4) (“Offsite Inventory Cap”), of which N represents thirty-three percent (33%) for each of the first four Agency Periods, thirty percent (30%) for each of the 5th to 7th Agency Periods, and twenty-five percent (25%) for each of the 8th to 11th Agency Periods.

(e) Within ten (10) days upon the end of a full quarter during any Agency Period, if SINA reasonably determines based on the information to its knowledge and/or provided by SINA Agent that the total List Price of Offsite Advertising Inventory actually sold by SINA Agent during such quarter has been equal to or more than the amount of Leju Advertising Gross Revenue *multiplied* by four (4) and further *multiplied* by sixty percent (60%), SINA has the discretion to give a writing notice to Leju (“Suspension Notice”), describing such circumstance and stating the decision of SINA to suspend providing Commercial Advertising Inventory to SINA Agent during the remainder of such Agency Period. Upon receipt of Suspension Notice, SINA Agent shall immediately terminate its sale of any Commercial Advertising Inventory; *provided, however*, that Suspension Notice will not have effect on such Commercial Advertising Inventory the offering of which has been completed or scheduled, and for which SINA Agent has entered into binding advertising agreement with the advertiser or its agent. When SINA Agent

provides to SINA true information reasonably evidencing that the total List Price of Offsite Advertising Inventory actually sold by SINA Agent is less than the product of Leju Advertising Gross Revenue *multiplied* by four (4) and further *multiplied* by forty percent (40%), SINA shall restore its provision of Commercial Advertising Inventory to SINA Agent, upon which restoration the Suspension Notice given by SINA shall terminate automatically.

(f) If the total List Price of any Offsite Advertising actually sold by SINA Agent by December 31 of any Agency Period fails to reach the Offsite Inventory Cap for such Agency Period, the shortfall amount shall be automatically reset to zero at 24:00 of such 31st of December and not be carried over into the next Agency Period.

(g) Without prior written consent of SINA, SINA Agent may not sale Offsite Advertising Inventory, or use Offsite Advertising Inventory by way of advertising exchange with other Person, in connection with the offering of Non-Real Estate Advertising.

(h) Nothing in this Agreement shall be construed in any way to restrict SINA or any of its Affiliates from directly selling or authorizing any Person to sell the Excluded Advertising Inventory for the offering of any kind of advertising (including Real Estate Advertising, Derivative Real Estate Advertising and Non-Real Estate Advertising). Notwithstanding anything to the contrary herein, SINA and any of its Affiliates shall have the right to directly sell or authorize any Person to sell the Offsite Advertising Inventory for the offering of Non-Real Estate Advertising and Derivative Real Estate Advertising subject to the SINA Approval Procedures and Rules.

2.02 Sale Agency for Leju Channel Advertising Inventory.

(a) Pursuant to the terms and conditions of this Agreement, Leju shall, and shall procure any Leju Affiliate operating Leju Channels to, authorize SINA and any SINA Wholly-owned Subsidiary designated by SINA in writing from time to time (collectively, "Leju Agent") as the sole and exclusive agent of Leju and subject to the advertising procedures and inventory release guidelines to be formulated by Leju, if any, which is applicable to any other major advertising agent of Leju and consistent with the general practice of Internet advertising industry ("Leju Approval Procedures and Rules"), to sell any Advertising Inventory on Leju Channels ("Leju Channel Advertising Inventory") in connection with offering of Non-Real Estate Advertising during the term hereof. For avoidance of any doubt, during the term of this Agreement, neither Leju nor any Leju Affiliate operating Leju Channels may directly or authorize any Person other than Leju Agent to sell Leju Channel Advertising Inventory in connection with the offering of Non-Real Estate Advertising. Leju shall have the right to amend the Leju Approval Procedures and Rules from time to time, *provided* that such amendment shall

also be applicable to any other major advertising agent of Leju and consistent with the general practice of Internet advertising industry.

(b) Without prior written consent of Leju, Leju Agent may not sell Leju Channel Advertising Inventory, or use Leju Channel Advertising Inventory by way of advertising exchange with other Person, in connection with the offering of Real Estate Advertising.

(c) Nothing in this Agreement shall be construed in any way to restrict Leju or any of its Affiliates from directly selling or authorizing any Person to sell any Leju Channel Advertising Inventory in connection with the offering of Real Estate Advertising and Derivative Real Estate Advertising.

2.03 Sale of Derivative Real Estate Advertising.

(a) If any Party ("Derivative Advertising Applicant") intends to offer any Derivative Real Estate Advertising on the Advertising Inventory owned by the other Party ("Derivative Advertising Applicantee"), the Derivative Advertising Applicant, prior to its first offering of such Derivative Real Estate Advertising, shall give a writing notice to the Derivative Advertising Applicantee, setting forth the type of the advertiser and content of the Derivative Real Estate Advertising intended to offer. If the Derivative Advertising Applicantee in its reasonable judgment believes the advertising described in such notice is Derivative Real Estate Advertising, it shall give its consent to the Derivative Advertising Applicant in writing within three (3) days upon its receipt of such notice. No advertising shall be deemed as Derivative Real Estate Advertising unless and until agreement by the Parties in writing subject to the procedures of this Section 2.03(a).

(b) If any type of Derivative Real Estate Advertising has been mutually agreed by the Parties in writing according to the procedures set forth under Section 2.03(a) of this Agreement, each Party may offer any Derivative Real Estate Advertising under such type pursuant to Section 2.03 (c) or (d) of this Agreement without regards to the approval procedures set forth under Section 2.03(a) of this Agreement; *provided*, however, that each Party may refuse to offer such particular advertising if such Party raises reasonable challenge as to whether such particular advertising is under the type of the Derivative Real Estate Advertising mutually agreed by the Parties in writing under Section 2.03(a) of this Agreement, until and unless such particular advertising is mutually agreed by the Parties in writing pursuant to Section 2.03(a) of this Agreement.

(c) During the term hereof, SINA shall, and shall procure any SINA Affiliate operating SINA Website to, authorize SINA Agent to sell, on non-sole and non-exclusive basis and subject to the SINA Approval Procedures and Rules, Advertising Inventory on SINA Website other than

Leju Channels in connection with the offering of Derivative Real Estate Advertising.

(d) During the term hereof, Leju shall, and shall procure any Leju Affiliate operating Leju Channels to, authorize Leju Agent to sell, on non-sole and non-exclusive basis and subject to the Leju Approval Procedures and Rules (if any), Advertising Inventory on Leju Channel Advertising Inventory in connection with the offering of Derivative Real Estate Advertising.

(e) Nothing in this Agreement shall be construed to restrict any Party from directly or authorizing any Person to sell any Advertising Inventory owned by such Party in connection with the offering of any type of Derivative Real Estate Advertising.

2.04 Scope of Authorization. Unless specifically authorized or provided under this Agreement, none of the Parties or their respective Affiliates shall have the authority to act as the agent for or on behalf of, or enter into any document legally binding upon, or incur any expense or disbursement upon, the other Party or its Affiliates. Unless specifically authorized or provided under this Agreement, nothing in this Agreement shall be deemed to require one Party to grant or license any intellectual property or any other technology to the other Party or its Affiliates.

2.05 No Partnership. Unless otherwise provided hereunder, nothing in this Agreement shall create any associations, partnership, joint venture or the relationship of principal and agent between the Parties, and the Parties shall be, with respect to each other, independent contractors and neither Party shall obligate the other in any way.

ARTICLE III

GIVEAWAY OF ADVERTISING INVENTORY

3.01 Principle. Except as provided under this Article 3 hereof, neither Party is obliged to provide giveaway Advertising Inventory to the other Party.

3.02 Giveaway Corresponding to Fixed Location Advertising Inventory.

(a) Corresponding to the Fixed Location Advertising Inventory provided by SINA to SINA Agent in any Agency Period, SINA shall provide SINA Agent giveaway Advertising Inventory as follows (“Fixed Location Giveaway Advertising Inventory”):

The Fixed Location Giveaway Advertising Inventory provided by SINA to SINA Agent during any Agency Period shall have a total List Price equal to the product of

Fixed Location Advertising Annual Cap of such Agency Period multiplied by seventy percent (70%).

(b) Fixed Location Giveaway Advertising Inventory consists of:

(i) Fixed location Advertising provided on the days other than Business Days during an Agency Period (“Holiday Giveaway Inventory”);

(ii) Subject to the Advertising Inventory giveaway policies made and amended from time to time by SINA, Advertising Inventory generally identified by SINA on such channels as digital, chat, picture, forum, mobile phone, books, foods, Shanghai, Guangdong, military, guests, cartoons, Q&A, weather and F1 (“Designated Giveaway Inventory”). The Designated Giveaway Inventory in an Agency Period shall have a total List Price equal to the product of the total List Price of Fixed Location Giveaway Advertising Inventory of such Agency Period *multiplied* by sixty percent (60%). SINA is entitled to make reasonable adjustment to the location and display period in connection with the offering of Designated Giveaway Inventory according to the Advertising Inventory giveaway policies made and changed from time to time by SINA; and;

(iii) Subject to the Advertising Inventory giveaway policies made and amended from time to time by SINA, such Advertising Inventory on SINA Website as agreed by the Parties (“Self-Selected Giveaway Inventory”). The Self-Selected Giveaway Inventory in an Agency Period shall have a total List Price equal to the balance of total List Price of Fixed Location Giveaway Advertising Inventory *less* the total List Price of Holiday Giveaway Inventory, and further *less* the total List Price of Designated Giveaway Inventory, each in such Agency Period.

(c) If the total List Price of Fixed Location Giveaway Advertising actually used by SINA Agent by December 31 of any Agency Period fails to reach the total List Price of Fixed Location Giveaway Advertising Inventory provided by SINA to SINA Agent under Section 3.02(a) hereof for such Agency Period, the shortfall amount shall be automatically reset to zero at 24:00 of such 31st of December and not be carried over into the next Agency Period.

3.03 Giveaway Corresponding to Commercial Advertising Inventory.

(a) Corresponding to the Commercial Advertising Inventory provided by SINA to SINA Agent in any Agency Period, SINA shall provide

SINA Agent giveaway Advertising Inventory as follows (“Commercial Giveaway Advertising Inventory”):

The Commercial Giveaway Advertising Inventory provided by SINA to SINA Agent during any Agency Period shall have a total List Price equal to the product of the total List Price of Commercial Advertising Inventory provided by SINA to SINA Agent during such Agency Period *multiplied* by zero point six nine (0.69) and further *multiplied* by one point five (1.5).

(b) The location and display period in connection with the offering of Commercial Giveaway Advertising Inventory will be determined and adjusted by SINA in accordance with the Advertising Inventory giveaway policies made and amended from time to time by SINA.

(c) If the total List Price of Commercial Giveaway Advertising actually used by SINA Agent by December 31st of any Agency Period fails to reach the total List Price of Commercial Giveaway Advertising Inventory provided by SINA to SINA Agent under Section 3.03(a) hereof for such Agency Period, the shortfall amount shall be automatically reset to zero at 24:00 of such 31st of December and not be carried over into the next Agency Period.

ARTICLE IV

NON-SALABLE PROMOTION INVENTORY

4.01 Internal Advertising Inventory.

(a) In each Agency Period, SINA shall provide the Advertising Inventory set forth below (“Internal Advertising Inventory”) to SINA Agent for the purposes provided under Section 4.03(b) of this Agreement:

For the first Agency Period, the total List Price of the Internal Advertising Inventory provided by SINA to SINA Agent shall be the amount of the total List Price of all Advertising Inventory on the SINA Website actually used for the promotion of SINA’s brand, products, services and images in the immediately preceding year, *multiplied* by three percent (3%), further *multiplied* by the number of calendar days in the first Agency Period, and *divided* by 365.

From and including the second Agency Period to and including the 11th Agency Period, the total List Price of the Internal Advertising Inventory provided by SINA to SINA Agent in each Agency Period shall be the following amount, whichever is lower:

(i) the total List Price of all Advertising Inventory on the SINA Website actually used for the promotion of SINA's brand, products, services and images in the immediately preceding year *multiplied* by three percent (3%); *provided*, for the 11th Agency Period, it shall be the total List Price of all Advertising Inventory on the SINA Website actually used for the promotion of SINA's brand, products, services and images in the immediately preceding year *multiplied* by three percent (3%), further *multiplied* by the number of calendar days in the first or the 11th Agency Period, as applicable, then *divided* by 365; and

(ii) Internal Advertising Annual Cap ("Internal Advertising Annual Cap"), which shall be: for the second Agency Period, an amount equal to the total List Price of the Offsite Advertising Inventory actually sold to clients by SINA Agents in the immediately preceding Agency Period *multiplied* by 365, then *divided* by the number of calendar days in such immediately preceding Agency Period; for each of the Agency Period from and including the third Agency Period to and including the 10th Agency Period, an amount equal to the total List Price of the Offsite Advertising Inventory actually sold to clients by SINA Agents in the immediately preceding Agency Period; and for the 11th Agency Period, an amount equal to the total List Price of the Offsite Advertising Inventory actually sold to clients by SINA Agents in the immediately preceding Agency Period *multiplied* by the number of calendar days in the 11th Agency Period, then *divided* by 365.

(b) Upon Leju's request and subject to SINA's consent, SINA may provide additional Internal Advertising Inventory to SINA Agent for the purposes provided under Section 4.03(b) in this Agreement.

4.02 Content Promotion Location.

(a) Within the term of this Agreement, SINA shall provide the Content Promotion Location set forth in Schedule E of this Agreement ("Content Promotion Location") to SINA Agent for the purposes provided under Section 4.03(b) in this Agreement.

(b) Leju shall, and shall cause SINA Agent to, examine and censor any content published on any Content Promotion Location. Similarly, SINA shall have the right to examine and censor any content published by SINA Agent on any Content Promotion Location. Leju shall, and shall cause SINA Agent to, remove any offending content including, but not limited to, any illegal materials, pornographic, obscene or sexually explicit materials, materials of a violent nature, or politically sensitive materials, as soon as possible after it becomes aware of such offending content but in no event later

than the timeframe prescribed by the Governmental Authority after receipt of oral or written notice from SINA or such Governmental Authority. Any SINA Agent's failure to comply with this Section 4.02(b) shall be deemed a material breach of this Agreement by Leju. Without limiting the foregoing obligations, Leju acknowledges that SINA shall have the right to remove such offending content from the Content Promotion Location.

(c) In the event SINA receives notice from any Governmental Authority that the Content Promotion Location contain any offending Content where (i) the basis or nature of such offense has not previously been identified by any Governmental Authority as offensive or inappropriate and (ii) SINA Agent has not also received notice from such Governmental Authority, SINA shall promptly notify Leju of SINA's receipt thereof. Leju shall, and shall cause SINA Agent to, then use best efforts to remove such content as soon as possible in accordance with the instructions of such Governmental Authority. Notwithstanding the foregoing or anything in Section 8.02 to the contrary, in the event SINA fails to notify Leju of SINA's receipt of such notice from a Governmental Authority, such that SINA Agent does not have sufficient time to remove such offending content, SINA Agent shall not be liable for any fines or penalties imposed by a Governmental Authority in connection with such offending content.

4.03 No Sale.

(a) Without SINA's prior written consent, SINA Agent shall not sell, assign, exchange, lease, license or transfer the Internal Advertising Inventory and/or Content Promotion Location in other manners.

(b) Internal Advertising Inventory and Content Promotion Location shall only be used for (i) the promotion of the websites under the name of Leju and any Leju Wholly-owned Subsidiary, and brands, images, products and services of Leju and any Leju Wholly-owned Subsidiary ("Identified Brand"), (ii) the setup of external links connecting to the websites set forth in Schedule F of this Agreement ("Identified Website"), and (iii) the publishing of real estate related ranking list prepared by CRIC or any of its Affiliate. For avoidance of doubt, without SINA's prior written consent, SINA Agent may not promote, publish, post, display or imply any of "克而瑞

", "CRIC" or similar brand, identification, trademark, trade name, image, graph, character, typeface, symbol and information on the Internal Advertising Inventory and/or Content Promotion Location, shall not set up any external links connecting to any website, domain name or webpage other than Identified Website on the Internal Advertising Inventory and/or Content Promotion Location, and shall not promote or publish any brand, image, product and service other than Identified Brand, with exception of the real estate related ranking list prepared by CRIC and any of its Affiliate.

4.04 No Carry-Over. As of December 31 of any Agency Period, if SINA Agent fails to actually use all Internal Advertising Inventory and Content Promotion Location provided by SINA pursuant Section 4.01 and Section 4.02 of this Agreement in such Agency Period, such unused parts will be reset automatically on 24:00 of such 31st of December and shall not be carried over to the next Agency Period by any means.

ARTICLE V

CALCULATION AND ADJUSTMENT OF LIST PRICE; ADJUSTMENT OF INVENTORY

5.01 Basic Principles. Any adjustment to the List Price of Advertising Inventory pursuant to this Agreement shall not apply to the Advertising Inventory with respect to which any SINA Agent has completed advertising, fixed the advertising schedule and entered into legally binding advertising agreement with corresponding advertiser or its agent pursuant to this Agreement at the time of such adjustment.

5.02 Annual Adjustment of the List Price of Fixed Location Advertising Inventory. Without affecting the Fixed Location Advertising Annual Cap, starting from 2011, Parties shall adjust the List Price of Fixed Location Advertising Inventory on November 15 of each Agency Period pursuant to the following provisions:

(a) Prior to November 5th of each Agency Period, SINA shall send a written notice ("UIP Data Notice") to Leju specifying the number calculated by SINA based upon its daily monitoring data for (i) the unique IP address visits ("UIP") to the webpage/channel where each Fixed Location Advertising Inventory is located ("Fixed Location Advertising Location") from January 1st to October 31st of such Agency Period ("Webpage UIP Number"), and (ii) the change of the Webpage UIP Number for each Fixed Location Advertising Location of such Agency Period from the immediately preceding Agency Period, calculated according to following formula and expressed in percentage ("UIP Change Rate"): $UIP\ Change\ Rate = (CR - PR) \div PR \times 100\%$, where:

CR represents the Webpage UIP Number of such Fixed Location Advertising Location in such Agency Period; and

PR represents the Webpage UIP Number of such Fixed Location Advertising Location in the immediately preceding Agency Period.

(b) Prior to November 15th, the Parties shall adjust the List Price of each Fixed Location Advertising Location in written pursuant to the following provisions:

(i) With respect to Fixed Location Advertising Location, if the UIP Change Rate of such Agency Period is zero (0), the List Price applicable to such Fixed Location Advertising Location for the next Agency Period will remain unchanged;

(ii) With respect to Fixed Location Advertising Location, if the UIP Change Rate of such Agency Period is not equal to zero (0), the List Price applicable to such Fixed Location Advertising Location for the next Agency Period will be an amount equal to the List Price of such Fixed Location Advertising Location in such Agency Period *multiplied* by $(1+R)$, of which R represents the UIP Change Rate of such Fixed Location Advertising Location in such Agency Period, expressed in percentage; provided, if the UIP Change Rate exceeds positive fifteen percent (+15%), R shall be positive fifteen percent (+15%); if the UIP Change Rate is less than negative fifteen percent (-15%), R shall be negative fifteen percent (-15%).

(iii) If the total amount of the List Price of all Fixed Location Advertising Location after the forgoing adjustment exceeds the Fixed Location Advertising Annual Cap, SINA shall have the right to remove appropriate amount of Fixed Location Advertising Location from the list of the Fixed Location Advertising Location of such Agency Period, and treat the rest Fixed Location Advertising Inventory as the Fixed Location Advertising Inventory provided by SINA to SINA Agents for the next Agency Period, so that the total amount of the List Price of the Fixed Location Advertising Inventory provided by SINA to SINA Agents for the next Agency Period shall be equal to the Fixed Location Advertising Annual Cap. Without prejudice to the rights of SINA to remove Fixed Location Advertising Location under this Section 5.02(b) (iii) and subject to compliance with Section 2.01 of this Agreement, the Parties shall negotiate to agree upon the specific location and/or number of Fixed Location Advertising Location to be removed.

(iv) If the total List Price of all Fixed Location Advertising Location after the forgoing adjustment is lower than the Fixed Location Advertising Annual Cap, Leju will be entitled to request SINA to provide more Fixed Location Advertising Location, as appropriate, in addition to these Fixed Location Advertising Locations set forth in the list of Fixed Location Advertising Location for such Agency Period. Such additional Fixed Location Advertising Location and the Fixed Location Advertising Location of such Agency Period shall be collectively constitute the Fixed Location Advertising Location of such Agency Period provided by SINA to SINA Agents for the next Agency Period, so as to ensure the total List Price of the Fixed Location Advertising Inventory provided by SINA to SINA Agents for the next Agency Period be equal to the Fixed Location Advertising Annual Cap. Without prejudice to the rights of Leju to request additional Fixed Location Advertising Location under this Section 5.02(b)(iv) and subject

to compliance with Section 2.01 of this Agreement, the Parties shall negotiate to agree on the specific advertising location and/or numbers of such increased Fixed Location Advertising Location. The List Price of such increased Fixed Location Advertising Location shall be determined pursuant to Section 5.04(b).

5.03 Annual Adjustment of Fixed Location Advertising Inventory. Leju shall provide to SINA a written report on or before the 15th day of November in each Agency Period during the term of this Agreement, setting forth the total List Price (which amount may be equal to, larger, or lower than the Fixed Location Annual Cap of such Agency Period), locations and numbers of the Fixed Location Advertising Inventory that SINA Agent plans to sell in the immediately next Agency Period. Upon receipt of such written report, the Parties shall negotiate the items listed therein in good faith and reach agreement in writing no later than the 15th day of January in the immediately next Agency Period. The Fixed Location Annual Cap, and locations and numbers of Fixed Location Advertising Inventory available in the immediately next Agency Period shall be those as agreed by the Parties in writing.

5.04 Temporary Adjustment of Fixed Location Advertising Inventory. Except for any adjustment set forth in Section 5.02 and Section 5.03, if any Party of this Agreement intends to (i) change the location of the Fixed Location Advertising Inventory or replace the former Fixed Location Advertising Inventory with new Fixed Location Advertising Inventory, in each case without affecting Fixed Location Annual Cap, or (ii) increase or reduce Fixed Location Advertising Inventory, such Party shall deliver a written notice to the other Party sixty (60) days in advance, which specifies the detailed proposal of the change of Fixed Location Advertising Inventory and the effective time of such change. Upon receipt of such written notice by the other Party, the Parties shall negotiate to agree on the plan of the change of Fixed Location Advertising Inventory and conclude such agreement in writing.

(b) With respect to any increased Fixed Location Advertising Location pursuant to Section 5.02, Section 5.03 and 5.04(a), its List Price shall be calculated in accordance with the following methods:

(i) If the increased Fixed Location Advertising Location has not been sold, its List Price shall be mutually agreed by Parties;

(ii) If the increased Fixed Location Advertising Location has been actually sold, its List Price shall be equal to the List Price fixed and announced by SINA according to its uniform price policy at that time.

5.05 The List Price of Commercial Advertising. SINA shall have the right to adjust the List Price of Commercial Advertising Inventory according to its uniform price policy from time to time.

5.06 The List Price of Giveaway Advertising. SINA shall have the right to adjust the List Prices of Fixed Location Giveaway Advertising Inventory and Commercial Giveaway Advertising Inventory according to its uniform price policy and giveaway policy of Advertising Inventory from time to time.

5.07 The List Price of Internal Advertising Inventory. SINA shall have the right to adjust the List Prices of Internal Advertising Inventory according to its uniform price policy from time to time.

5.08 The Adjustment of Content Promotion Location. Under the following circumstances, the Party proposing the change of Content Promotion Location shall notify the other Party in written and at least sixty (60) days in advance of the proposal and time of the change. Upon the receiving of such written notice by the other Party, Parties shall negotiate to resolve the issue of change of Content Promotion Location:

- (i) SINA needs to modify the webpage where the Content Promotion Location locates;
- (ii) Leju need to increase Content Promotion Location or relocate the existing Content Promotion Location; or
- (iii) Other circumstances mutually agreed by Parties.

ARTICLE VI

DISTRIBUTION AND PAYMENT OF ADVERTISING REVENUE

6.01 Basic Principles. Unless expressly agreed in this Agreement or by Parties otherwise, either Party shall have no right to collect, share or claim any Advertising Revenue, agency commission, sales commission or charges in other manners from the other Party, or request the other Party to bear any costs and expenses.

6.02 Payment corresponding to Offsite Advertising Inventory.

(a) As the consideration for the Advertising Inventory provided and the sales agency of Advertising Inventory granted by SINA to SINA Agents for each Agency Period pursuant to Section 2.01, Article 3 and Article 4 of this Agreement, SINA shall have the right to collect the following charges ("SINA Advertising Inventory Fee") from SINA Agents:

- (i) If the total List Price of Offsite Advertising Inventory actually sold by SINA Agents in such Agency Period does not exceed Offsite Inventory Cap, the SINA Advertising Inventory Fee of such

Agency Period shall be the product of the total List Price of Offsite Advertising Inventory actually sold by SINA Agents in such Agency Period *multiplied* by twenty-five percent (25%), further *multiplied* by fifteen percent (15%).

(ii) If the total List Price of Offsite Advertising Inventory actually sold by SINA Agents in such Agency Period exceeds Offsite Inventory Cap of such Agency Period, the SINA Advertising Inventory Fee of such Agency Period shall be the sum of (i) the product of the Offsite Inventory Cap of such Agency Period *multiplied* by twenty-five percent (25%) and further *multiplied* by fifteen percent (15%), plus (ii) the amount calculated in accordance with the following formula:

$(LR - M) \times 25\% \times 85\%$, of which: LR represents the total List Price of Offsite Advertising Inventory actually sold by SINA Agents in such Agency Period, and M represents the Offsite Inventory Cap of such Agency Period.

(b) Within thirty (30) Business Days following the end of each calendar quarter, Leju shall submit a written notice ("Leju Quarterly Revenue Notice") to SINA, truly presenting (i) the total amount of the List Price of Offsite Advertising Inventory actually sold by SINA Agents; and (ii) the Advertising Revenue generated from the Offsite Advertising Inventory actually sold by SINA Agents and the Advertising Revenue generated from the Advertising Inventory on Leju Channels actually sold by Leju and its Affiliate (collectively, "Leju Quarterly Advertising Revenue"). Simultaneously with the submission of Leju Quarterly Revenue Notice to SINA, Leju shall, and shall cause each SINA Agent to, pay the charge calculated on the following method to the bank account designated by SINA ("Leju Quarterly Payment"):

Leju Quarterly Payment shall be an amount equal to the product of total List Price of Offsite Advertising Inventory actually sold by SINA Agents in such quarter *multiplied* by twenty five percent (25%) and further *multiplied* by fifteen percent (15%).

SINA shall issue invoices to SINA Agents within three (3) Business Days upon receiving the Leju Quarterly Payment.

(c) Within thirty (30) Business Days following the end of each Agency Period, Leju shall submit a written notice ("Leju Annual Revenue Notice") to SINA, which truly reveals in such Agency Period (i) the total amount of the List Price of Offsite Advertising Inventory actually sold by SINA Agents; and (ii) the Advertising Revenue generated from the Offsite Advertising Inventory actually sold by SINA Agents and the Advertising Revenue generated from the Advertising Inventory on Leju Channels actually sold by Leju and its Affiliate (collectively, "Leju Annual Advertising");

Revenue”). If the aggregate amount of each Leju Quarterly Payment paid by Leju to SINA in such Agency Period is lower than the SINA Advertising Inventory Fee payable by SINA Agent to SINA pursuant to Section 6.02(a) of this Agreement, Leju shall, and shall cause each SINA Agent to, pay the shortfall amount therefrom to a bank account designated by SINA simultaneously with submission of the Leju Annual Revenue Notice to SINA. SINA shall issue invoice to Leju within three (3) Business Days upon its receipt of such shortfall amount. If the aggregate amount of each Leju Quarterly Payment paid by Leju to SINA in such Agency Period is higher than the SINA Advertising Inventory Fee payable by SINA Agent to SINA pursuant to Section 6.02(a) of this Agreement, SINA shall pay the excess amount therefrom to a bank account designated by Leju within three (3) Business Days upon its receipt of Leju Annual Revenue Notice submitted by Leju. SINA and Leju shall jointly make invoice adjustment in accordance with applicable financial regulations within three (3) Business Days upon receipt of such excess amount by Leju, so as to make the invoiced amount consistent with the amount actual paid by SINA Agents.

6.03 Payment corresponding to Advertising Inventory on Leju Channels.

(a) As the consideration for the Advertising Inventory provided and the sales agency of Advertising Inventory granted by Leju to Leju Agents pursuant to Section 2.02, Leju shall have the right to collect the following charges (“Leju Advertising Inventory Fee”) from Leju Agent:

Leju Advertising Inventory Fee shall be an amount equal to the product of the Advertising Revenue generated from the sale of Advertising Inventory on Leju Channels by Leju Agents multiplied by eighty-five percent (85%).

(b) Within thirty (30) Business Days following the end of each calendar quarter, SINA shall submit a written notice to Leju, truly presenting the Advertising Revenue generated from the sale of Advertising Inventory on Leju Channels by Leju Agents during such quarter. Simultaneously with such submission, SINA shall, and shall cause each Leju Agent to, pay the Leju Advertising Inventory Fee calculated pursuant to Section 6.03(a) of this Agreement to a bank account designated by Leju. Leju shall issue invoice to Leju Agents within three (3) Business Days upon its receipt of the Leju Advertising Inventory Fee.

6.04 Payment corresponding to Derivative Real Estate Advertising Inventory.

(a) As the consideration for the Advertising Inventory provided and the sales agency of Advertising Inventory granted by SINA to SINA Agents pursuant to Section 2.03(c), SINA shall have the right to collect the

following charges (“SINA Derivative Real Estate Advertising Inventory Fee”) from SINA Agents:

SINA Derivative Real Estate Advertising Inventory Fee is equal to eighty-five percent (85%) of the Advertising Revenue generated from the Advertising Inventory on the SINA Website but other than Leju Channels sold by SINA Agents pursuant to Section 2.03(c) of this Agreement.

(b) Within thirty (30) Business Days following the end of each calendar quarter, Leju shall submit a written notice to SINA, truly presenting the Advertising Revenue generated from the sale of Advertising Inventory on the SINA Website (other than Leju Channels) during such quarter by SINA Agent pursuant to Section 2.03(c) of this Agreement. Simultaneously with such submission, Leju shall, and shall cause each SINA Agent to, pay SINA Derivative Real Estate Advertising Inventory Fee calculated pursuant to Section 6.04(a) to a bank account designated by SINA. SINA shall issue invoice to SINA Agents within three (3) Business Days upon its receipt of SINA Derivative Real Estate Advertising Inventory Fee.

(c) As the consideration for the Advertising Inventory provided and the sales agency of Advertising Inventory granted by Leju to Leju Agents pursuant to Section 2.03(d), Leju shall have the right to collect the following charges (“Leju Derivative Real Estate Advertising Inventory Fee”) from SINA:

Leju Derivative Real Estate Advertising Inventory Fee is equal to eighty-five percent (85%) of the Advertising Revenue generated from the Advertising Inventory on Leju Channels sold by Leju Agents pursuant to Section 2.03(d) of this Agreement.

(d) Within thirty (30) Business Days following the end of each calendar quarter, SINA shall submit a written notice to Leju, truly presenting the Advertising Revenue generated from the sale of Advertising Inventory on Leju Channels during such period by Leju Agents pursuant to Section 2.03(d) of this Agreement. Simultaneously with such submission, SINA shall, and shall cause each Leju Agent to, pay Leju Derivative Real Estate Advertising Inventory Fee calculated pursuant to Section 6.04(c) to a bank account designated by Leju. Leju shall issue invoice to Leju Agents within three (3) Business Days upon its receipt of the Leju Derivative Real Estate Advertising Inventory Fee.

6.05 Payment under Section 2.01(g). For any Advertising Inventory sold by SINA Agents in violation of Section 2.01(g) of this Agreement, SINA shall have the right to collect entire Advertising Revenue from SINA Agents.

6.06 Payment under Section 2.02(b). For any Advertising Inventory sold by Leju Agents in violation of Section 2.02(b) of this Agreement, Leju shall have the right to collect entire Advertising Revenue from Leju Agents.

6.07 Payment Liabilities.

(a) For any payment made by SINA Agents to SINA pursuant to this Article 6, Leju shall assume irrevocable joint and several liability to SINA.

(b) For any payment payable by Leju Agent to Leju pursuant to this Article 6, SINA shall assume irrevocable joint and several liability to Leju.

ARTICLE VII

ADVERTISING REVIEW; ACCESS TO INFORMATION; AUDIT

7.01 SINA's Advertising Review.

(a) Subject to prior review of SINA, SINA Agent may offer any advertising in compliance with SINA Approval Procedures and Rules on any SINA Advertising Inventory, including Internal Advertising Inventory, that may be sold and used by SINA Agent under this Agreement.

(b) SINA shall have refusal right to place and release an advertising if such advertising is deemed to be against to Section 2.01(g) and/or Section 4.03(b) of this Agreement after SINA's review of such advertising submitted by SINA Agent pursuant to Section 7.01(a) of this Agreement. And SINA shall have right to immediately terminate the release and remove such advertising if SINA finds that any advertising placed by SINA Agent is against to Section 2.01(g) and/or Section 4.03(b) of this Agreement.

7.02 Leju's Advertising Review.

(a) Subject to reasonable prior review of Leju, Leju Agent may offer any advertising in compliance with Leju Approval Procedures and Rules on any Leju Advertising Inventory that may be sold by Leju Agent under this Agreement.

(b) Leju shall have refusal right to place and release an advertising if such advertising is deemed to be against to Section 2.02(b) of this

Agreement after Leju's review of such advertising submitted by Leju Agent pursuant to Section 7.02(a) of this Agreement. And Leju shall have right to immediately terminate the release and remove such advertising if Leju finds that any advertising placed by Leju Agent is against to Section 2.02(b) of this Agreement.

7.03 Access to Information. From the date hereof until six months after the expiration of this Agreement, upon reasonable notice, each Party shall cause its officers, directors, employees, agents, representatives, accountants and counsel to: (i) afford the officers, employees, agents, accountants, counsel and representatives of the other Party reasonable access, during normal business hours, to the books and records of such Party and (ii) furnish to the officers, employees, agents, accountants, counsel and representatives of the other Party such additional financial and operating data and other information (or legible copies thereof) as the other Party may from time to time reasonably request.

7.04 Audit. In order to verify the accuracy of any written notice or report (including but not limited to Leju Quarterly Revenue Notice and Leju Annual Revenue Notice, but excluding any written notice issued by any Party pursuant to Section 9.02 of this Agreement) issued by the other Party, each Party may, within six months upon its receipt of such notice or report, retain an external auditor (which auditor shall be qualified under U.S. GAAP) to audit the books and records of the other Party. Any such audit may be conducted only with reasonable notice, during the normal business hours of the Party under audit, and at the sole cost and expense of the auditing Party.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

8.01 Representations, Covenants and Warranties.

(a) Each Party represents and warrants to the other Party that (i) it has the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby are in compliance with its registered business scope, have been duly authorized and approved by all necessary board and shareholder action, and will not conflict with any Law or Governmental Order applicable to it or result in the breach of or require any consent under, contract, agreements or other legal documents that have binding effect on it; and (iii) it is not subject to any bankruptcy or insolvency proceedings.

(b) Each Party acknowledges and undertakes to perform this Agreement in accordance with PRC and any other applicable Law, including without limitation designating any of its duly qualified Affiliate to exercise its rights and perform its obligations under this Agreement, and cause their

respective Affiliates de facto performing this Agreement to enter into further agreement, in each case to comply with applicable requirement under PRC Law. For avoidance of doubt, each Party is liable to perform any of its obligations under this Agreement if any of its Affiliate fails to do so.

8.02 Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its Affiliates, directors, officers, employees, and agents harmless from all claims, demands, suits, causes of action, losses, damages, judgments, costs and expenses (including reasonable attorneys' fees and arbitration fees) from and against any and all direct losses and foreseeable indirect losses suffered or incurred by them arising out of or resulting from any breach of such Party of any provision of this Agreement.

ARTICLE IX

EFFECTIVENESS; EXTENSION; TERMINATION

9.01 Effectiveness and Term. The term of this Agreement (the "Initial Term") shall be ten (10) years commencing from the date of this Agreement. Within twelve months before expiration date (the "Expiration Date") of the Initial Term, Parties shall endeavor to negotiate the extension of this Agreement.

9.02 Termination.

(a) This Agreement may be terminated by unanimous consent of SINA and Leju.

(b) If a Party to this Agreement is unable to pay its matured debt, bankruptcy or entering into bankruptcy or liquidation procedure and such bankruptcy or liquidation procedure has not been cancelled within seven (7) days, the other Party may terminate this Agreement.

(c) SINA may terminate this Agreement by providing prior written notice to Leju upon:

(i) Occurrence of Leju Control Change without prior SINA's written consent;

(ii) Occurrence of CRIC Control Change;

(iii) The material default or breach by Leju or its any affiliate of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided,

however, that in the event that Leju has in good faith commenced cure within such thirty (30) day period, but cannot practically cure such default or breach within such thirty (30) day period, the Parties shall negotiate a reasonable additional period (not more than sixty (60) days) to cure. The Parties hereby agree and acknowledge that if SINA Agent sells or provides any Advertising Inventory against Section 2.01(g) and/or Section 4.03(b) of this Agreement and advertising revenue, which is caused by such activity in any calendar quarter, is five percent (5%) more than Leju Advertising Revenue of such quarter, and such event shall be deemed one of the events that constitute a material breach of this Agreement by Leju.

(d) Leju may issue a written notice to SINA to terminate this Agreement upon:

(i) The material default or breach by SINA or its any affiliate of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided, however, that in the event that SINA has in good faith commenced cure within such thirty (30) day period, but cannot practically cure such default or breach within such thirty (30) day period, the Parties shall negotiate a reasonable additional period (not more than sixty (60) days) to cure. The Parties hereby agree and acknowledge that if Leju Agent sells or provides any Advertising Inventory against Section 2.02(b) of this Agreement and advertising revenue, which is caused by such activity in any calendar quarter, is five percent (5%) more than Leju Advertising Revenue of such quarter, and such event shall be deemed one of the events that constitute a material breach of this Agreement by SINA.

9.03 Consequence of Termination. Upon the termination of this Agreement:

(a) all rights or interest granted to SINA Agents or Leju Agents, as the case may be, shall immediately terminated;

(b) SINA Agent shall immediately cease agency sale of any Advertising Inventory (including Giveaway Advertising Inventory) that is provided by SINA pursuant to this Agreement; and cease to utilize any Internal Advertising Inventory or Content Promotion Location that is provided by any SINA pursuant to this Agreement;

(c) Leju Agent shall immediately cease agency sale of any Advertising Inventory that is provided by Leju pursuant to this Agreement; and

Any amounts owing from one Party to the other Party shall be paid within 10 Business Days after the termination of this Agreement.

9.04 Survival. The duties and obligations of the Parties under Section 8.02, Section 9.03 and Article 10 shall survive any termination or expiration of this Agreement.

ARTICLE X

GENERAL PROVISIONS

10.01 Confidentiality. In performing its obligations under this Agreement, either Party (the “Recipient”) may obtain certain confidential information (“Confidential Information”) of the other Party (the “Disclosing Party”). For purposes of this Agreement, “Confidential Information” shall mean information, documents and other tangible things, provided by either Party to the other, in whatever form, relating to such Party’s business and marketing, including such Party’s financial information, personal information, customer lists, service plans and marketing plans, whether alone or in its compiled form and whether marked as confidential or not. The Recipient shall maintain in confidence all Confidential Information and shall not disclose such Confidential Information to any third party without the express written consent of the other Party except to those of its employees, subcontractors, consultants, representatives and agents as are necessary in connection with activities as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information, the Recipient shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. The Recipient shall ensure that each of its employees, subcontractors, consultants, representatives and agents holds in confidence and makes no use of the Confidential Information for any purpose other than those permitted under this Agreement or otherwise required by law. Upon request by the other Party, the Recipient shall return, destroy or otherwise handle as instructed by the other Party, any documents or software containing such Confidential Information, and shall not continue to use such Confidential Information. The obligation of confidentiality contained in this Section 10.01 shall not apply to the extent that (a) the Recipient is required to disclose information by order or regulation of a Governmental Authority or a court of competent jurisdiction; *provided, however*, that the Recipient shall not make any such disclosure without first notifying the other Party and allowing the other Party a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure; or (b) the Recipient can demonstrate that (i) the disclosed information was at the time of such disclosure to the Recipient already in (or thereafter enters) the public domain other than as a result of actions of the Recipient, its directors, officers, employees or agents in violation hereof, (ii) the disclosed information was rightfully known to the Recipient prior to the date of disclosure, or (iii) the disclosed information was received by the Recipient on an unrestricted basis from a source unrelated to any Party and not under a duty of confidentiality to the other Party.

10.02 Taxes. Each Party shall be responsible for taxes that should be born by its in accordance with applicable Law. If any Party pays any taxes that should have been born by the other Party in accordance with Law, such other Party shall reimburse such Party

within seven (7) days after its receipt of documentation evidencing such tax payment so incurred by such Party.

10.03 Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including but not limited to the fees and disbursements of legal counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated in this Agreement shall be paid by the Party incurring such costs and expenses.

10.04 Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided

(a) by hand (in which case, it shall be effective upon delivery);

(b) by telecopy with confirmation by overnight delivery as provided in clause (c) below (in which case, it shall be effective upon receipt of confirmation of good transmission); or

(c) by overnight delivery by a internationally recognized courier service (in which case, it shall be effective on the second (2nd) business day after being deposited with such courier service);

in each case to the address (or telecopy number) listed below:

if to SINA:

SINA Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090
People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Head of Legal Department (Xie Guomin)

Copy to (which shall not constitute any notice):

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022, China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq.

if to Leju:

China Online Housing Technology Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090
People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Luo Jun

Copy to (which shall not constitute any notice):

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

Each Party shall be entitled to specify a different address by giving notice as aforesaid to the other Party.

10.05 Public Announcements. No Party hereto shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or thereby or otherwise communicate with any news media without the prior written consent of the other Party, and the Parties shall cooperate as to the timing and contents of any such press release or public announcement. Notwithstanding the foregoing, where an announcement is required by Law, the Party required to make such an announcement shall notify the other Party of such (and provide a copy of such to the other Party) as soon as practicable in advance of such announcement and, to the extent practical, take the views of the other Party in respect of such announcement into account prior to making such announcement.

10.06 Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law, or public policy, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the Parties. In such event, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.07 Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

10.08 Assignment. This Agreement and any rights or authority granted hereunder shall not be assigned or transferred by either Party, including by operation of law, merger or otherwise, without the express written consent of the other Party; Nevertheless,

either Party may assign or transfer this Agreement and any rights or authority granted under this Agreement to the Person who holds all shares directly or indirectly and has the controlling power (including the Person who is wholly controlled through the contractual arrangement) without the consent of the other Party.

10.09 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns and successors, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10.10 Amendment and Waiver. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by all Parties hereto, and any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder (other than a failure or delay beyond a period of time specified in this Agreement) shall operate as a waiver thereof and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

10.11 No Presumption. The Parties acknowledge that each has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any applicable law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

10.12 Governing Law. This Agreement and any dispute, controversy or claim arising from or in connection with this Agreement or its subject matter shall be governed by, and construed in accordance with, the Laws of Hong Kong.

10.13 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including any dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a "Dispute") shall be finally settled by arbitration.

(b) The arbitration venue shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules").

- (c) The arbitration tribunal shall consist of three (3) arbitrators, whose appointment shall be in accordance with HKIAC Rules.
- (d) Arbitration proceedings (including but not limited to any arbitral award rendered) shall be in Chinese.
- (e) Subject to the approval of the tribunal, any Dispute which arises subsequent to the commencement of arbitration of any existing Dispute(s), shall be resolved by the tribunal already appointed to hear the existing Dispute(s).
- (f) The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered.
- (g) Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its assets. For the purpose of the enforcement of an award, the Parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

10.14 Specific Performance. Both Parties acknowledges and agrees that irreparable damages will be incurred and monetary compensation is not sufficient for the breach of the Agreement in all circumstances if any of the provisions of this Agreement are not performed in accordance with their specific terms, Accordingly, in addition to any other right or remedy to which each Party may be entitled, at law or in equity, each Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

10.15 Force Majeure. Neither Party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such Party cannot perform due to hacker attack, fire, flood or other natural disaster, war, embargo, riot or the intervention of any Governmental Authority, *provided*, however, that the Party so delayed immediately notifies the other Party of such delay. In no event shall such nonperformance by one Party be excused due to any such event for longer than ninety (90) days.

10.16 Counterparts. This Agreement may be executed and delivered (including execution and delivery by facsimile transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 10.16.

10.17 Termination of the original Agency Agreement. Both Parties agree that the original Agency Agreement shall be terminated immediately and shall not be in force any longer upon the Effective Date. And for the avoidance of doubt, no provision of the original Agency Agreement shall remain effective upon such termination.

[SIGNATURES ON NEXT PAGE]

32

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SINA CORPORATION

By: /s/ Charles Chao
Name:
Title:

CHINA ONLINE HOUSING TECHNOLOGY CORPORATION

By: /s/ Xin Zhou
Name:
Title:
33

Schedule A : Types of Real Estate Advertising

1 Developer's Advertising:

1.1 Industrial Real Estate

industrial factory, industrial park, logistics warehouses, industrial land and demand land

1.2 Commercial Real Estate

shopping center, office building, multiplex, hotel/reception and entertainment and design of commercial real estate

1.3 Residential Real Estate

ordinary residence, garden house, apartment, villa

1.4 Tourism Real Estate

holiday villa, Park house, leisure house

2 Home Construction Material Advertising:

2.1 Building Ceramics

tile, interior wall tile, exterior wall tile, paving tile, mosaic, waist line and crystal

2.2 Bath & Toilet Appliances

bathtub, basin, stool/urinal/bidet, shower room, facet, shower cabin, bathroom mirror and components

2.3 Kitchen Appliances

integrated kitchen, wall cabinet, kitchen cabinet and countertop

2.4 Residence Vertical Transportation

residence lift, panorama lift, escalator, cargo life, service lift and moving pavement

2.5 HVAC System

central air conditioning, ventilation, heating supply, cleaning/air condition for computer room, fresh air ventilator, heat collecting system, waterway system and HVAC control

2.6 Healthcare Facilities

swimming pool, playground, flooring equipment, sport and leisure equipment, flower stand and dustbin

2.7 Landscape Material

flower and seeding, gardening material, water and spring, lighting, scene, decoration material and flooring material

2.8 Floor

Laminate floor, solid wood floor, bamboo floor, cork floor, solid laminate floor, plastic floor and anti-static floor

- 2.9 Drop Ceiling
ceiling joist , ceiling and daylight plate
 - 2.10 Coating
interior wall coating, exterior wall coating, floor coating, roof coating, ceiling coating, anti-corrosion coating and waterproof coating
 - 2.11 Parking Lot
traffic control management, traffic safety facilities, traffic system software, smart parking lot, auto parking system and garage door
 - 2.12 Door & Window
wood door & window, steel door & window, revolving door, burglarproof door, automatic door, plastic door & window, cast iron door & window, plastic-steel door & window, stainless steel door & window, aluminum door & window, glass steel door & window and garage door
 - 2.13 Glass Curtain Wall
visible frame glass curtain wall, half invisible/ invisible frame glass curtain wall, suspended full glass curtain wall and point-supported glass curtain wall
 - 2.14 Firefighting
fire alarm equipment, fire prevention materials and related products, firefighting equipment, emergency life-saving equipment, electrical fire safety products and personnel protective equipment
 - 2.15 water supply and drainage
water, electricity and HVAC, pipeline and sewage system
 - 2.16 Electrical
switch, plug and wire cable
 - 2.17 Stone Material
stone care, artificial stone, cleaving stone, cultured stone, granite, marble, sandstone and artistic component
 - 2.18 Roofing Materials and Technology
roofing materials and technology
 - 2.19 System Integrator
smart building system, building facades system, HVAC system, residential lighting system, real estate information management system, water supply and drainage system, building energy-saving system, integrated kitchen, integrated bathroom, building automatic control system, security systems and electrical automation system
-

3 Real Estate Service Advertising:

3.1 Real Estate Enterprise Consultancy

investment and financing consultancy, management consultancy, engineering consultancy, legal consultancy, financial consultancy, accumulation fund loan, real estate securities agent and real estate investment fund

3.2 Real Estate Planning Agency

real estate market research, real estate consultancy, pre-planning and real estate sales agent

3.3 Construction/Planning

urban planning, land planning, exploration and design, construction design, engineering decoration design and curtain wall design

3.4 Property Management

property management of residence, commercial and office buildings

3.5 Landscape Planning & Design

urban landscape planning, residential landscape planning, tourism area landscape planning, commercial landscape planning, environmental art and R&D of gardening items

3.6 Garden Landscape Engineering

landscape greening engineering, garden greening, ancient architecture in garden and garden supervisor

3.7 Exterior & Interior Design

exterior design, interior design, finished flat /show flat design and business space design

3.8 Digital Building

building animation, indoor effect picture, virtual reality, animated TV advertising, bid animation and multimedia/ E-Brochure

3.9 Building Model

design and manufacture of building model, building model material and building structure model

3.10 Building Construction

building construction, fine decorated construction, external power project, reinforcement and reconstruction, project management, fire protection engineering and power transmission and distribution engineering

3.11 Commercial Real Estate Operation and Management

commercial investment and financing, business planning, business invitation

service, business management and business

3.12 Real Estate Appraisal / Survey

real estate appraisal / survey

3.13 Project Bidding Agency

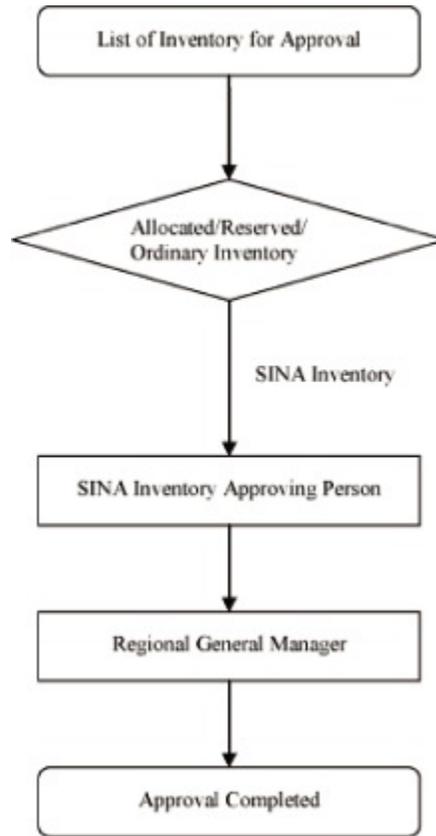
project bidding agency

3.14 Land Auction Agency

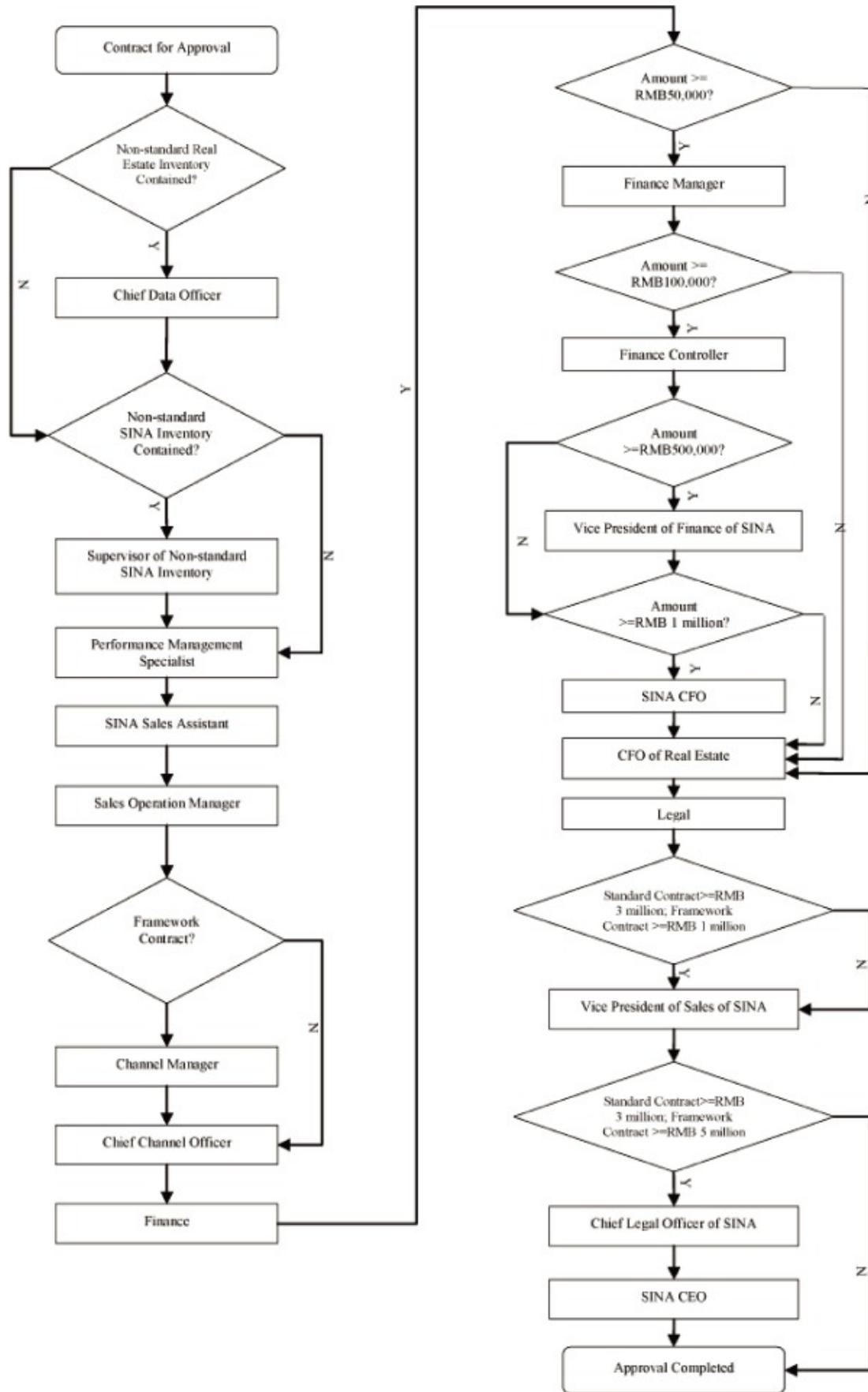
land auction agency

Schedule C: SINA Approval Procedures and Rules

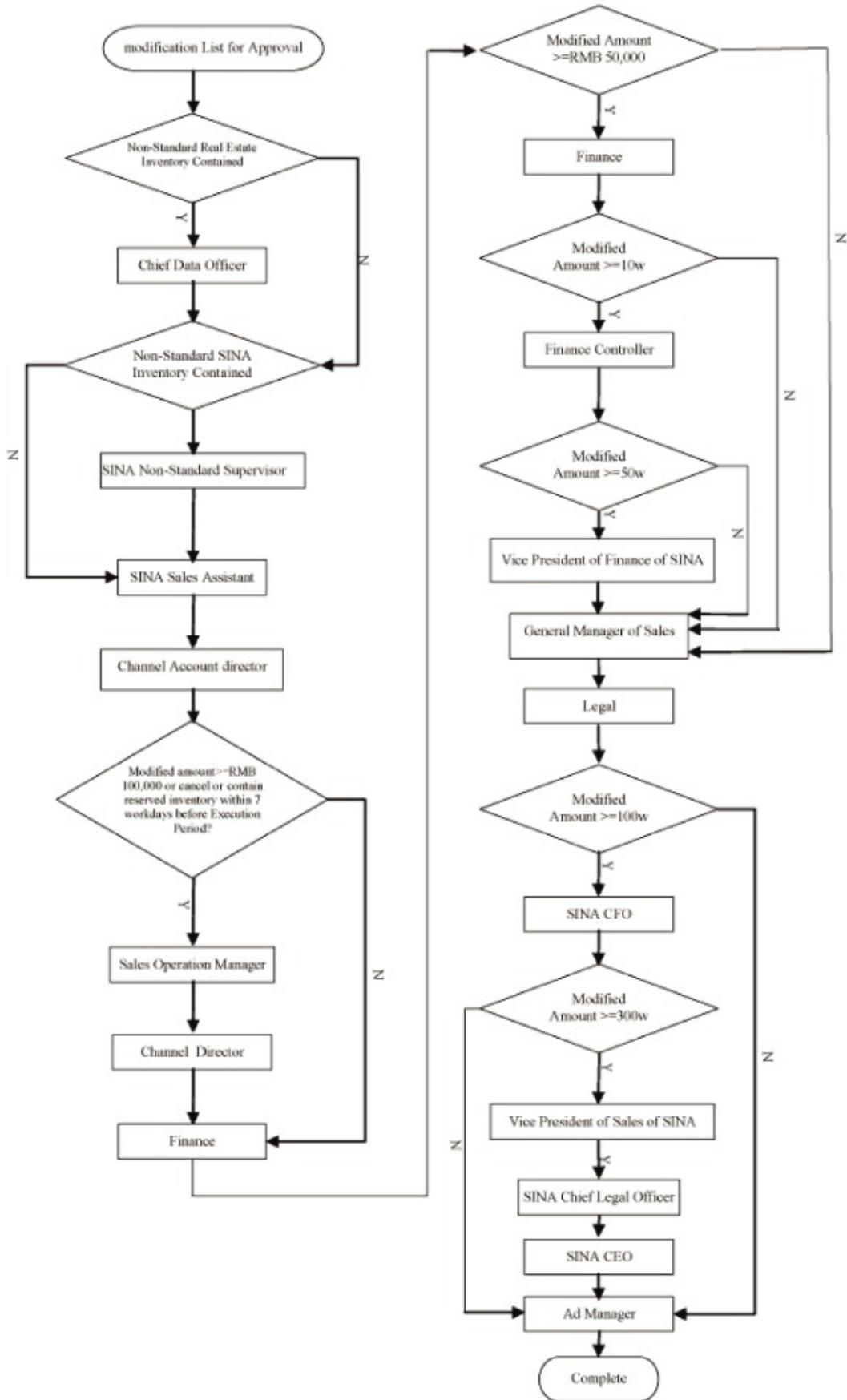
A. Inventory Approval Procedures



B. Contract Approval Procedures



C. Modification Procedures



D. Advertising Inventory Release Rules

1. Any Offsite Advertising Inventory (including Fixed Location Advertising Inventory) made available by SINA from time to time under its advertising filing system that has not been reserved and that SINA Agent intends to acquire in connection with the offering of any type of advertising contemplated under this Agreement shall be subject to the approval procedures set forth under this Schedule C, and shall:
 - i. be reserved under such advertising filing system no less than twenty-five (25) Business Days prior to its offering, and completed with contract approval procedures within twenty-five (25) Business Days upon such reserve; or
 - ii. be reserved under such advertising filing system no less than fifteen (15) Business Days prior to its offering, produced into a draft contract form within fifteen (15) Business Days upon such reserve, and completed with contract approval procedures no less than three (3) Business Days prior to its offering.
 2. Any Offsite Advertising Inventory unavailable under the advertising filing system (“Non-standard Inventory”) that SINA Agent intends to acquire in connection with the offering of any type of advertising contemplated under this Agreement shall be subject to the approval procedures provided under this Schedule C, produced into a draft contract form within five (5) Business Days upon the generation of the Non-standard Inventory in the Non-standard Inventory list, and completed with contract approval procedures within ten (10) Business Days upon the production of such draft contract form.
 3. SINA is entitled to release any foregoing Advertising Inventory in connection with the offering of any advertising other than Real Estate Advertising and to any and all revenue arising therefrom if SINA Agent fails to comply with the procedures and/or time requirements provided under this Schedule C.
-

Schedule D: Fixed Location Advertising Inventory

Channel	Location	Unit List Price (RMB/Piece/Paid Day)	Piece	Total List Price (RMB/Paid Day)
SINA Homepage	top to bottom	20,500	20	410,000
SINA Homepage	top to right side	17,000	9	153,000
SINA Homepage	top to left side	16,000	9	144,000
SINA Homepage	top to bottom	8,000	20	160,000
SINA Homepage	small scroll bar	9,000	5	45,000
SINA Homepage	top to bottom text link	5,500	8	44,000
SINA Homepage	left side flash (two rounds)	13,000	2	26,000
Total:				982,000

Note: for each Agency Period, Business Day is paid day and non-Business Day belongs to Holiday Giveaway Inventory. The number of the paid day is 251 in a whole calendar year. If the Agency Period is shorter a whole calendar year (like the 1st and 11th Agency Period), the number of the paid day will be equal to that of all Business Day during such Agency Period. Accordingly, unless adjusted pursuant to Section 5.03 and/or Section 5.04(a)(ii) of this Agreement, the Fixed Location Advertising Annual Cap for each Agency Period from the 2nd to 10th Agency Period is RMB 246,482,000, and the Fixed Location Advertising Annual Cap for 1st and 11th Agency Period will be RMB982,000 *multiplied* by the number of Business Day during each period respectively.

Schedule E : Content Promotion Location

Channel	Location Name	Reference Webpage	Piece	Note
SINA Homepage	Auto/Real Estate	http://www.sina.com.cn/	5.5	
News Center	Category I— Brief News	http://news.sina.com.cn/	2/3	Not a whole piece
	Category II— Scroll News	http://news.sina.com.cn/	7	Middle bar
			5	Left Sidebar
			6	Right Sidebar
	Pictures Channel	http://news.sina.com.cn/photo/	1	Navigation Picture
Blog Channel	Category II — Real Estate	http://blog.sina.com.cn/	10	Middle bar
			12	Left Sidebar
			10	Right Sidebar
Finance Channel	Category I —			
	Finance News	http://finance.sina.com.cn/	3	Middle bar
			3	Left Sidebar
	Finance Channel	http://finance.sina.com.cn/money/index.shtml	Crosscutting	Mortgage Calculator
BBS	Category II	http://bbs.sina.com.cn/	Crosscutting	

Schedule F: Identified Websites

1. Leju Channels
2. dichan.com
3. winfang.com

DOMAIN NAME AND CONTENT LICENSE AGREEMENT

This Domain Name and Content License Agreement (the “Agreement”) is made and entered into, by and between Beijing SINA Internet Information Service Co., Ltd.

(北京新良互联信息服务有限公司)

, a limited liability company organized under the laws of the People’s Republic of China (hereinafter “Licensor”) and Beijing Yisheng Leju Information Services Co., Ltd., a limited liability company organized under the laws of the People’s Republic of China (“Licensee” and together with Licensor, the “Parties” and each a “Party”) and is made effective as of the Effective Date (defined below).

RECITALS

WHEREAS, SINA Corporation, a company organized under the laws of the Cayman Islands (“SINA”), and CRIC Holdings Limited, a company organized under the laws of the Cayman Islands (“CRIC”), entered into that certain Share Purchase Agreement dated July 23, 2009 (the “Share Purchase Agreement”), pursuant to which SINA subscribes from CRIC the Subscription Shares (as defined in the Share Purchase Agreement);

WHEREAS, Licensor is the registrant of certain domain names as more particularly described below that are related to the Business which it desires to license to Licensee and Licensee desires to obtain a license from Licensor to such domain names to use in connection with its operation of the Business on the terms and conditions set forth herein; and

WHEREAS, Licensor and Shanghai SINA Leju Information Technology Co. Ltd. (“SINA Leju”) entered into that certain Domain Name License Agreement dated May 8, 2008 (the “Original Agreement”) and (i) Licensor and SINA Leju desire to terminate the Original Agreement pursuant to the Mutual Termination Agreement attached hereto as Exhibit B and (ii) Licensee and Licensor desire to enter into this Agreement, on or prior to the consummation of the transactions contemplated by the Share Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement of the Parties and the faithful performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the meanings ascribed to them below.

“Action” has the meaning set forth in Section 8.1.

“Affiliate” means, when used with respect to any specified Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For the purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) with respect to the

relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Agency Agreement” means that certain Advertising Sale Agency Agreement by and between SINA Corporation and China Online Housing Technology Corporation, dated as of August 31, 2009.

“Business” means an online real estate media platform in the PRC that (i) provides information and updates related to real estate, home furnishing and construction in the PRC and provides real estate, home furnishing and construction advertising services, and (ii) operates a business-to-business and business-to-consumer Internet platform targeting participants in the PRC real estate industry, in each case, as currently conducted or contemplated to be conducted on the websites owned or operated by Licensee or any of Licensee’s Affiliates in the PRC.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Beijing.

“Change of Control” means (i) the consummation of any acquisition or purchase, directly or indirectly, by any Person or related group of Persons, that results in a Competitor owning more ordinary shares in CRIC than E-House and SINA, and in each case, their respective controlled Affiliates, own in the aggregate or (ii) an event pursuant to which a Competitor acquires the right to nominate a member to the board of directors of CRIC.

“Claimant” has the meaning set forth in Section 10.12.

“Commission” has the meaning set forth in Section 10.12.

“Competitor” means any Person whose business includes an online portal.

“Confidential Information” has the meaning set forth in Section 9.1.

“Content” means text, graphics, information and data and other content, whether supplied by Licensee, Licensor, end users or third party providers.

“Dispute” has the meaning set forth in Section 10.12.

“Effective Date” means the Closing Date as set forth in the Share Purchase Agreement.

“E-House Licensed Data and Information” means the data and information licensed to CRIC Holdings Limited and its subsidiaries, for the operation of the CRIC system pursuant to the Master Transaction Agreement.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Initial Term” has the meaning set forth in Section 6.1.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law or ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Licensed Content” shall mean all Content (i) whose copyright is owned by Licensor; or (ii) owned by a third party provider but is sublicensable by Licensor to Licensee without requiring the payment of any additional fee to any third party and without violating the terms of any agreement with such third party provider, together with all updates to and substitutions therefor as may be implemented by Licensor or such third party provider.

“Licensed Domain Names” means the domain names listed on Exhibit A attached hereto.

“Licensee Parties” has the meaning set forth in Section 8.1.

“Licensor Parties” has the meaning set forth in Section 8.2.

“Master Transaction Agreement” means the Master Transaction Agreement entered into by and between E-House (China) Holdings Limited and CRIC Holdings Limited, dated as of July 27, 2009.

“Operating Content” has the meaning set forth in Section 2.2.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“PRC” means the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.

“Recipient” has the meaning set forth in Section 9.1.

“Respondent” has the meaning set forth in Section 10.12.

“Rules” has the meaning set forth in Section 10.12.

“Software License Agreement” means that certain Software License and Support Services Agreement by and between Beijing SINA Internet Information Service Co., Ltd. and SINA Leju dated as of the Effective Date.

“Term” has the meaning set forth in Section 6.1.

“Trademark License Agreement” means that certain Trademark License Agreement by and between Beijing SINA Internet Information Service Co., Ltd. and Licensee dated as of the Effective Date.

ARTICLE II **GRANT OF LICENSE**

2.1. Grant of Licenses.

(a) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, an exclusive, non-transferable (except as set forth in Section 10.7) and non-sublicensable (except as provided in Section 2.1(c)) license to use the Licensed Domain Names in connection with the Business during the Term. Except as provided in Section 2.3, Licensee’s use of the Licensed Domain Names under the terms of this Agreement shall be free of any fees.

(b) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, an exclusive, non-transferable (except as set forth in Section 10.7) and non-sublicensable (except as provided in Section 2.1(c)) license to use the Licensed Content in connection with websites associated with the Licensed Domain Names until the earlier of (i) termination or expiration of this Agreement, or (ii) termination or expiration of the Agency Agreement, provided, however, that in the event the Agency Agreement is amended or restated, such amendment or restatement shall not be deemed a termination or expiration of the Agency Agreement. Except as provided in Section 2.3, Licensee’s use of the Licensed Content under the terms of this Agreement shall be free of any fees.

(c) Notwithstanding anything in this Agreement to the contrary, Licensee has no right to sublicense any rights granted hereunder to any third party, or otherwise permit any third party to use any Licensed Domain Names or Licensed Content; provided, however, that any rights granted to Licensee hereunder shall be sublicensable, without the prior written consent of Licensor, to SINA Leju and Licensee’s Affiliates that are controlled by SINA Leju solely for the purpose of operating the Business during the Term. All rights in and to the Licensed Domain Names and Licensed Content not expressly granted herein are hereby reserved exclusively by Licensor. Licensee shall be responsible for the compliance of the terms and conditions of this Agreement by all of its sublicensees. Without limiting the foregoing, in the event any sublicensee undertakes any action (or inaction) that would be deemed a breach of this Agreement had Licensee taken such action (or inaction), such action (or inaction) shall be deemed a breach by Licensee under this Agreement.

2.2. Other Content. Licensee may desire to use Content other than Licensed Content, from time to time, in connection with the websites associated with the Licensed Domain Names (“Operating Content”). Licensee may independently enter into an agreement with the owner of the Operating Content to secure Licensee’s right to use such Operating Content, and shall be solely responsible for the cost and expense associated with procuring such Content. For the avoidance of doubt, Licensee shall be permitted to upload such Operating Content directly onto Licensee’s websites or through use of the Licensor’s software pursuant to the Software

License Agreement. If Licensee requests Licensor to enter into such an agreement on behalf of Licensee and to provide the Operating Content to Licensee, Licensor and Licensee shall discuss such request in good faith; provided, however, if Licensor agrees to procure and provide such Operating Content, Licensee shall reimburse Licensor for all reasonable, incremental costs that Licensor incurs which are attributable to Licensee's request. For example, if Licensor, prior to the Effective Date, employs ten (10) full time employees dedicated to obtaining Content and, as a result of Licensee's request for Operating Content pursuant to this Section 2.2, must hire an additional full time employee to handle Licensee's request, Licensee shall reimburse Licensor for the costs related to such full time employee, provided that, if such full time employee also engages in work on behalf of Licensor or its Affiliates, Licensee shall reimburse Licensor on a pro rata basis only for the time spent by such full time employee in handling Licensee's requests. Licensee further acknowledges that Licensor has no obligation to fulfill any request by Licensee to procure Operating Content under this Section 2.2. Unless otherwise agreed to by the Parties, any Operating Content obtained on Licensee's behalf by Licensor shall be for Licensee's use only and shall not be used by Licensor or its Affiliates or provided or made available to any third parties by Licensor.

2.3. Fees. In the event E-House Research and Training Institute becomes entitled to charge, invoice, or otherwise receive from, Licensee any royalties, fees or other remuneration for use of the E-House Licensed Data and Information pursuant to amendments to the Master Transaction Agreement or through other means, Licensor and Licensee shall use good faith efforts to amend this Agreement such that Licensor becomes entitled to charge, invoice, or otherwise receive fees from Licensee to use the Licensed Domain Names and Licensed Content, such fees to be agreed upon by the Parties, provided that (i) such fees shall be commercially reasonable and (ii) such fees shall not exceed the fees charged by Licensor to unaffiliated third parties for use of the Licensed Content, taking into account any other consideration received by Licensor (including, but not limited to, discounted services offerings from the third party).

ARTICLE III **QUALITY CONTROL**

3.1. Licensee Control. Subject to the terms and conditions of this Agreement, Licensee shall be entitled to exercise exclusive control over all aspects of the websites and the Business associated with the Licensed Domain Names including, without limitation, the operation, the look-and-feel and the Content of such websites.

3.2. Content Distribution. Licensor shall make available to Licensee the Licensed Content in substantially the same manner and with substantially the same speed and efficiency as such Licensed Content was made available to SINA Leju prior to the Effective Date, namely through Licensor's content database, but in no event with less speed, efficiency, or a lesser level of access than Licensor provides with respect to its own operations. Licensee agrees to use the Licensed Domain Names only in accordance with such content distribution policy that Licensor uses in connection with its own business, and as may be established by Licensor and communicated in writing in advance to Licensee from time to time or as may otherwise be agreed to by the Parties from time to time, provided that Licensee shall be afforded the same period of time to implement any such content distribution policy as is afforded to Licensor's Affiliates and other third parties.

3.3. Website Monitoring and Censoring.

(a) Licensee Obligations. Licensee shall monitor and censor all Content on the websites associated with the Licensed Domain Names, including without limitation Content posted by end users. Licensor shall also have the right to monitor and censor Content of the websites associated with Licensed Domain Names. Licensee shall remove any offending Content, including, but not limited to, any illegal materials, pornographic, obscene or sexually explicit materials, materials of a violent nature, or politically sensitive materials, from such websites as soon as possible after it becomes aware of such offending Content but in no event later than the timeframe prescribed by the Governmental Authority after receipt of oral or written notice from Licensor or such Governmental Authority. Licensee's failure to comply with this Section 3.3(a) shall be deemed a material breach of this Agreement. Without limiting the foregoing obligations, Licensee acknowledges that Licensor shall have the right to remove such offending Content from the websites associated with Licensed Domain Names.

(b) New Restrictions Imposed by Governmental Authority. In the event Licensor receives notice from any Governmental Authority that the websites associated with the Licensed Domain Names contain offending Content where (i) the basis or nature of such offense has not previously been identified by any Governmental Authority as offensive or inappropriate and (ii) Licensee has not also received notice from such Governmental Authority, Licensor shall promptly notify Licensee of Licensor's receipt thereof. Licensee shall then use best efforts to remove such Content as soon as possible in accordance with the instructions of such Governmental Authority. Notwithstanding the foregoing or anything in Section 8.2 to the contrary, in the event Licensor fails to notify Licensee of Licensor's receipt of such notice from a Governmental Authority, such that Licensee does not have sufficient time to remove such offending Content, Licensee shall not be liable for any fines or penalties imposed by a Governmental Authority in connection with such offending Content.

3.4. Compliance with Laws. Licensee shall ensure that the Business complies with all applicable Laws in respect of operation, advertising and promotion of the Business and use of the Licensed Domain Names and Licensed Content in connection therewith.

3.5. Restrictions. Except as expressly permitted under the Trademark License Agreement, Licensee shall not knowingly (a) use the Licensed Domain Names in any manner that tarnishes, degrades, disparages or reflects adversely on Licensor or Licensor's business or reputation, (b) in any jurisdiction, register or attempt to register any domain names that consist of, in whole or in part, or are confusingly similar to, the term "SINA", (c) contest, challenge or otherwise make any claim or take any action adverse to Licensor's interest in the Licensed Domain Names, (d) register any trademarks, trade names or company names that consist of, in whole or in part, or are confusingly similar to the term "SINA" in the name of Licensee or of any of its Affiliates, or (e) use the Licensed Content and other Content for any unlawful purpose, including but not limited to displaying or distributing any pornographic, obscene or sexually explicit material, materials of a violent nature, or politically sensitive materials. In the event that Licensor reasonably determines that any violation of the foregoing by Licensee poses an immediate harm to Licensor's business, reputation or goodwill, Licensee shall promptly, following receipt of notice from Licensor, cease and desist all such non-conforming uses.

**ARTICLE IV
OWNERSHIP**

4.1. Ownership. Licensee acknowledges that, as between the Parties, Licensor (or its third party providers) is the owner of all right, title and interest in and to the Licensed Domain Names and Licensed Content, and all such right, title and interest shall remain exclusively with Licensor (or its third party providers).

4.2. Prosecution and Maintenance. As between Licensee and Licensor, Licensor shall have the sole and exclusive right and obligation to maintain and renew registrations for the Licensed Domain Names during the Term, and shall do so at its own cost and expense during the Term. Licensee shall not engage in the foregoing affairs, in particular, Licensee shall not change or apply for change of the domain name registration service agency for the Licensed Domain Names during the Term of this Agreement.

**ARTICLE V
ENFORCEMENT**

5.1. Licensor Enforcement.

(a) Licensor shall have the right, but not the obligation, to take action against third parties in the courts, administrative agencies or otherwise, at Licensor's cost and expense, to prevent or terminate misuse, infringement, dilution, misappropriation, imitation or illegal use by third parties of the Licensed Domain Names or Licensed Content.

(b) Licensee shall reasonably cooperate with Licensor in any action, suit or proceeding that the Licensor may undertake under this Section 5.1 (including, without limitation, executing, filing and delivering all documents and evidence reasonably requested by the Licensor) and shall lend its name to such action, suit or proceeding if reasonably requested by the Licensor or required by applicable Law. All reasonable out-of-pocket expenses incurred by the Licensee in connection therewith shall be reimbursed by the Licensor. The Licensee shall have the right to participate and be represented in any such action, suit or proceeding by its own counsel at its own expense.

(c) All damages or other compensation of any kind recovered in any action, suit or proceeding undertaken under this Article V, or from any settlement or compromise thereof, shall be for the benefit of the Licensor, provided, however, that any compensation granted or awarded in light of any losses incurred by Licensee shall be for the benefit of the Licensee after Licensor's reasonable expenses for taking such action, suit or proceeding have been paid.

**ARTICLE VI
TERM AND TERMINATION**

6.1. Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter. Beginning twelve (12) months prior to the expiration of the Initial Term, the Parties shall use

good faith efforts to negotiate an extension of the term of this Agreement (the Initial Term together with any applicable extension, the ‘Term’’).

6.2. Termination for Bankruptcy. Either Party may immediately terminate this Agreement in the event that the other Party (a) becomes insolvent or unable to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; (c) seeks relief, or if proceedings are commenced against such other Party or on its behalf, under any bankruptcy, insolvency or debtors’ relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof.

6.3. Termination for Breach.

(a) By Licensor. Licensor may terminate this Agreement at any time in the event that the Licensee is in material default or breach of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided, however, that in the event that the Licensee has in good faith commenced cure within such thirty (30) day period, but cannot practically complete such cure within such thirty (30) day period, the Parties shall negotiate a reasonable additional time to cure.

(b) By Licensee. Licensee may terminate this Agreement at any time in the event that the Licensor is in material default or breach of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided, however, that in the event that the Licensor has in good faith commenced cure within such thirty (30) day period, but cannot practically complete such cure within such thirty (30) day period, the Parties shall negotiate a reasonable additional time to cure.

6.4. Termination for a Change of Control. Licensor may terminate this Agreement by providing prior written notice to Licensee upon the occurrence of a Change of Control.

6.5. Termination in the Event of Termination of Agency Agreement. In the event that the Agency Agreement is terminated pursuant to Section 9.02(c)(iii) or 9.02(d)(i) thereof, this Agreement shall automatically be terminated as of the effective date of the termination of the Agency Agreement and shall thereafter be of no further force or effect except as set forth in Section 6.7.

6.6. Effect of Termination.

(a) Upon termination (but not expiration) of this Agreement for any reason, Licensee shall be entitled to use the Licensed Domain Names and Licensed Content for a limited period of time, not to exceed ninety (90) days, during which it shall diligently work to transition to another solution. Upon expiration of this Agreement or such 90-day period, (i) all rights granted to Licensee under this Agreement with respect to the Licensed Domain Names and Licensed Content shall immediately cease, and (ii) Licensee shall immediately discontinue all use of the Licensed Domain Names and Licensed Content.

(b) Upon termination or expiration of the Agency Agreement (other than as described in Section 6.5), Licensee's rights under Section 2.1(b) are terminated and Licensee shall immediately discontinue all use of the Licensed Content, provided, however that in the event the Agency Agreement is amended or restated, such amendment or restatement shall not be deemed a termination or expiration of the Agency Agreement.

6.7. Survival. The duties and obligations of the Parties under Articles IV, VI, VIII, IX and X and Section 7.2 of this Agreement shall survive any termination or expiration of this Agreement.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties.

(a) By Each Party. Each of Licensee and Licensor represents and warrants to each other Party that: (a) it is a corporation duly incorporated, validly existing and in good standing under applicable Law; (b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within its corporate powers; (c) it has taken necessary steps to obtain authority and all necessary consents and approvals of any other third party or Governmental Authority to execute and perform this Agreement; (d) this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the rights of creditors' generally or by general principals of equity; and (e) the execution, delivery and performance of this Agreement will not conflict with or result in any breach of its charter or certificate of incorporation, bylaws, or other governing document, or any instrument, obligation, or contract to which it or its properties is bound.

(b) By Licensor. Licensor represents and warrants that:

i. It has the right to grant the licenses granted to Licensee hereunder; and

ii. The Licensed Content and the Licensed Domain Names are, and the rights granted hereunder in connection with the Licensed Domain Names and Licensed Content are, substantially similar to the Licensed Content and the Licensed Domain Names and the rights that were granted to SINA Leju in connection therewith prior to the Effective Date.

7.2. Disclaimer. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SHARE PURCHASE AGREEMENT, THE LICENSED DOMAIN NAMES AND THE LICENSED CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, VALIDITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND LICENSOR HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

ARTICLE VIII
INDEMNIFICATION

8.1. Indemnification by Licensor. Licensor shall defend, indemnify and hold harmless Licensee and its Affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns, (collectively, the “Licensee Parties”) from and against any claim, suit, demand or action (“Action”), and any and all direct losses suffered or incurred by Licensee in connection with any third party claims arising out of or resulting from any breach by Licensor of any provision of this Agreement. Licensor’s obligation to indemnify Licensee shall be conditioned on (a) Licensee’s provision to Licensor of prompt notice of such an Action (except where any delay does not materially prejudice Licensor); (b) Licensee’s reasonable cooperation with Licensor in the defense and settlement of such an Action at Licensor’s cost; and (c) Licensor having exclusive control of the defense, settlement and/or compromise of such an Action (provided that Licensor may not settle any Action in a manner that adversely affects Licensee without Licensee’s prior written consent, not to be unreasonably withheld or delayed).

8.2. Indemnification by Licensee. Licensee shall defend, indemnify and hold harmless Licensor and its Affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns, (collectively, the “Licensor Parties”) from and against any Action, and any and all direct losses suffered or incurred by Licensor in connection with any third party claims (a) arising out of or resulting from any breach by Licensee of any provision of this Agreement, (b) regarding the Content (other than Licensed Content) of the websites associated with Licensed Domain Names, or (c) regarding any Content that was subject to a request for removal by a Governmental Authority, even if Licensee removes such Content within the time period proscribed by the Governmental Authority, provided that, in all cases, Licensee shall not be liable for any direct losses suffered or incurred by Licensor as a result of Licensor’s failure to provide Licensee with a reasonable period of time to remove Content in cases where (i) the basis or nature of the offense has not previously been identified by any Governmental Authority as offensive or inappropriate and (ii) Licensee has not also received notice from the Governmental Authority. Licensee’s obligation to indemnify Licensor shall be conditioned on (x) Licensor’s provision to Licensee of prompt notice of such an Action (except where any delay does not materially prejudice Licensee); (y) Licensor’s reasonable cooperation with Licensee in the defense and settlement of such an Action at Licensee’s cost; and (z) Licensee having exclusive control of the defense, settlement and/or compromise of such an Action (provided that Licensee may not settle any Action in a manner that adversely affects Licensor without Licensor’s prior written consent, not to be unreasonably withheld or delayed).

ARTICLE IX
CONFIDENTIALITY

9.1. Confidential Information. In performing its obligations under this Agreement, either Party (the “Recipient”) may obtain certain Confidential Information of the other Party. For purposes of this Agreement, “Confidential Information” shall mean information, documents and other tangible things, provided by either Party to the other, in whatever form, relating to such Party’s business and marketing, including such Party’s financial information, personal information, customer lists, product plans and marketing plans, whether alone or in its compiled form and whether marked as confidential or not. The Recipient shall maintain in

confidence all Confidential Information and shall not disclose such Confidential Information to any third party without the express written consent of the other Party except to those of its employees, subcontractors, consultants, representatives and agents as are necessary in connection with activities as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information, the Recipient shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. The Recipient shall ensure that each of its employees, subcontractors, consultants, representatives and agents holds in confidence and makes no use of the Confidential Information for any purpose other than those permitted under this Agreement or otherwise required by Law. Upon request by the other Party, the Recipient shall return, destroy or otherwise handle as instructed by the other Party, any documents or software containing such Confidential Information, and shall not continue to use such Confidential Information.

9.2. Exceptions. The obligation of confidentiality contained in Section 9.1 shall not apply to the extent that (a) the Recipient is required to disclose information by order or regulation of a Governmental Authority or a court of competent jurisdiction; provided, however, that, to the extent permitted by applicable Law, the Recipient shall not make any such disclosure without first notifying the other Party and allowing the other Party a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure; or (b) the Recipient can demonstrate that (i) the disclosed information was at the time of such disclosure to the Recipient already in (or thereafter enters) the public domain other than as a result of actions of the Recipient, its directors, officers, employees or agents in violation hereof, (ii) the disclosed information was rightfully known to the Recipient prior to the date of disclosure (other than pursuant to disclosure by the other Party pursuant to other agreements in effect between the Parties), or (iii) the disclosed information was received by the Recipient on an unrestricted basis from a source unrelated to any Party and not under a duty of confidentiality to the other Party.

ARTICLE X GENERAL PROVISIONS

10.1. Taxes. Each Party shall be responsible for taxes that should be borne by it in accordance with applicable Law. If any Party pays any taxes that should have been borne by the other Party in accordance with Law, such other Party shall reimburse such Party within seven (7) days after its receipt of documentation evidencing such tax payment so incurred by such Party.

10.2. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

10.3. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given, made or received (i) on the date of delivery if delivered in person or by messenger service, (ii) on the date of confirmation of receipt of transmission by facsimile (or, the first (1st) Business Day following such receipt if (a) such

date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) or (iii) on the date of confirmation of receipt if delivered by an internationally recognized overnight courier service or registered or certified mail (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.3):

if to Licensor:

SINA Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090
People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Head of Legal Department (Xie Guomin)

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022
People's Republic of China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq.

if to Licensee:

Beijing Yisheng Leju Information Services Co., Ltd.
c/o CRIC Holdings Limited
No. 383 Guangyan Road
Shanghai 200072
People's Republic of China
Facsimile: +86 (21) 6086 7111
Attention: President

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

10.4. **Public Announcements.** Other than (i) the filing with the SEC of the Form F-1, any amendments thereto and any other documents filed in connection with the Form F-1,

including the filing of this Agreement or (ii) any communications with the relevant stock exchange or regulators in connection with the IPO, in each case, as deemed necessary or desirable in the sole discretion of CRIC, neither party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the other party unless otherwise required by Law or applicable stock exchange regulation, and the parties to this Agreement shall cooperate as to the timing and contents of any such press release, public announcement or communication.

10.5. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

10.6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof and thereto (including the Original Agreement).

10.7. Assignment. This Agreement and any rights or authority granted hereunder shall not be assigned or transferred by either Party, including by operation of law, merger or otherwise, without the express written consent of the other Party, provided that Licensor may assign this Agreement without consent to any of its Affiliates and Licensee may assign this Agreement without consent to SINA Leju or an Affiliate of Licensee that is controlled by SINA Leju.

10.8. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, both Parties or (b) by a waiver in accordance with Section 10.9.

10.9. Waiver. Either Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other party pursuant hereto or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. No waiver of any representation, warranty, agreement, condition or obligation granted pursuant to this Section 10.9 or otherwise in accordance with this Agreement shall be construed as a waiver of any prior or subsequent breach of such representation, warranty, agreement, condition or obligation or any other representation, warranty, agreement, condition or obligation. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

10.10. No Third Party Beneficiaries. Except for the provisions of Article VII relating to indemnified parties, this Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied (including the provisions of Article VII relating to indemnified parties), is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

10.11. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of the People's Republic of China (without regard to its conflicts of laws rules that would mandate the application of the laws of another jurisdiction).

10.12. Dispute Resolution. (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (each, a "Dispute"), shall to the extent possible be settled through friendly consultation among the Parties hereto. The claiming Party (the "Claimant") shall promptly notify the other Party (the "Respondent") in a dated written notice that a Dispute has arisen and describe the nature of the Dispute. Any Dispute which remains unresolved within sixty (60) days after the date of such written notice shall be submitted to the China International Economic and Trade Arbitration Commission (the "Commission") to be finally settled by arbitration in Beijing, PRC in accordance with the Commission's then effective rules (the "Rules") and this Section 10.12. The language of the arbitration shall be Mandarin Chinese.

(b) The arbitration tribunal shall consist of three (3) arbitrators. The Claimant shall appoint one (1) arbitrator, the Respondent shall appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall appoint a third arbitrator. If the Claimant and the Respondent fail to appoint one (1) arbitrator, or the two (2) arbitrators appointed fail to appoint the third arbitrator within the time periods set by the then effective Rules, the relevant appointment shall be made promptly by the Commission.

(c) Any award of the arbitration tribunal established pursuant to this Section 10.12 shall be final and binding upon the Parties, and enforceable in any court of competent jurisdiction. The Parties shall use their best efforts to effect the prompt execution of any such award and shall render whatever assistance as may be necessary to this end. The prevailing Party (as determined by the arbitrators) shall be entitled to reimbursement of its costs and expenses, including reasonable attorney's fees, incurred in connection with the arbitration and any judicial enforcement, unless the arbitrators determine that it would be manifestly unfair to honor this agreement of the Parties and determine a different allocation of costs.

(d) The foregoing provisions in this Section 10.12 shall not preclude any Party from seeking interim or conservatory remedies, including injunctive relief, from any court having jurisdiction to grant such relief.

10.13. No Presumption. The Parties acknowledge that each has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any applicable Law that would require interpretation of any claimed

ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

10.14. Specific Performance. The parties hereto acknowledge and agree that irreparable damage would occur if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party hereto may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

10.15. Force Majeure. Neither Party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such Party cannot perform due to hacker attack, fire, flood or other natural disaster, war, embargo, riot or the intervention of any Governmental Authority, provided, however, that the Party so delayed immediately notifies the other Party of such delay. In no event shall such nonperformance by Licensee be excused due to any such event for longer than ninety (90) days.

10.16. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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 agreement.

10.17. Termination of Original Agreement. Pursuant to the Mutual Termination Agreement set forth in Exhibit B attached hereto, the Original Agreement shall be terminated as of the Effective Date. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective unless and until the Mutual Termination Agreement set forth in Exhibit B is executed.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives on the date first set forth above.

Beijing SINA Internet Information Service Co., Ltd.

By: /s/ Charles Chao

Name:

Title:

Beijing Yisheng Leju Information Services Co., Ltd.

By: /s/ Fei Cao

Name:

Title:

16

EXHIBIT A
LICENSED DOMAIN NAMES

house.sina.com.cn

jiaju.sina.com.cn

construction.sina.com.cn

EXHIBIT B

MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT ("Termination Agreement") is made and entered into this _____ day of _____, 2009, by and between Beijing SINA Internet Information Service Co. ("Beijing SINA") and Shanghai SINA Leju Information Technology Co. Ltd. ("SINA Leju").

WITNESSETH:

WHEREAS, Beijing SINA and SINA Leju entered into that certain Domain Name License Agreement dated May 8, 2008 (the "Original Agreement"); and

WHEREAS, Beijing SINA and SINA Leju desire to mutually terminate the Original Agreement effective as of the date of this Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. Beijing SINA and SINA Leju agree that, upon the date of execution of this Termination Agreement, the Agreement shall terminate and be of no further force or effect, and, for the avoidance of doubt, no provisions of the Original Agreement survive such termination.
2. This Termination Agreement represents the complete, integrated, and entire agreement between the parties, and may not be modified except in writing signed by the parties.
3. This Termination Agreement shall be governed by the laws of the PRC, without regard to conflicts of law principles.
4. This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
5. This Termination Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the date first set forth above.

Beijing SINA Internet Information Service Co., Ltd.

By:

Name:
Title:

Shanghai SINA Leju Information Technology Co. Ltd.

By:

Name:
Title:

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and entered into, by and between Beijing SINA Internet Information Service Co., Ltd.

(北京新浪互联信息服务有限公司)

, a limited liability company organized under the laws of the People's Republic of China (hereinafter "Licensor") and Beijing Yisheng Leju Information Services Co., Ltd., a limited liability company organized under the laws of the People's Republic of China ("Licensee" and together with Licensor, the "Parties" and each a "Party") and is made effective as of the Effective Date (defined below).

RECITALS

WHEREAS, SINA Corporation, a company organized under the laws of the Cayman Islands ("SINA"), and CRIC Holdings Limited, a company organized under the laws of the Cayman Islands ("CRIC"), entered into that certain Share Purchase Agreement dated July 23, 2009 (the "Share Purchase Agreement"), pursuant to which SINA subscribes from CRIC the Subscription Shares (as defined in the Share Purchase Agreement);

WHEREAS, Licensor owns certain trademarks as more particularly described below that are related to the Business which it desires to license to Licensee and Licensee desires to obtain a license from Licensor to such trademarks to use in connection with its operation of the Business on the terms and conditions set forth herein; and

WHEREAS, Licensor and Shanghai SINA Leju Information Technology Co. Ltd. ("SINA Leju") entered into that certain Trademark License Agreement dated May 8, 2008 (the "Original Agreement") and (i) Licensor and SINA Leju desire to terminate the Original Agreement pursuant to the Mutual Termination Agreement attached hereto as Exhibit B and (ii) Licensee and Licensor desire to enter into this Agreement, on or prior to the consummation of the transactions contemplated by the Share Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement of the Parties and the faithful performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the meanings ascribed to them below.

"Action" has the meaning set forth in Section 8.1.

"Affiliate" means, when used with respect to any specified Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with") with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly

or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Agency Agreement” means that certain Advertising Sale Agency Agreement by and between SINA Corporation and China Online Housing Technology Corporation, dated as of the date hereof.

“AIC” has the meaning set forth in Section 10.17.

“Branding Guidelines” has the meaning set forth in Section 3.1.

“Business” means an online real estate media platform in the PRC that (i) provides information and updates related to real estate, home furnishing and construction in the PRC and provides real estate, home furnishing and construction advertising services, and (ii) operates a business-to-business and business-to-consumer Internet platform targeting participants in the PRC real estate industry, in each case, as currently conducted or contemplated to be conducted on the websites owned or operated by Licensee or any of Licensee’s Affiliates in the PRC.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Beijing.

“Change of Control” means (i) the consummation of any acquisition or purchase, directly or indirectly, by any Person or related group of Persons, that results in a Competitor owning more ordinary shares in CRIC than E-House and SINA, and in each case, their respective controlled Affiliates, own in the aggregate or (ii) an event pursuant to which a Competitor acquires the right to nominate a member to the board of directors of CRIC.

“Claimant” has the meaning set forth in Section 10.12.

“Commission” has the meaning set forth in Section 10.12.

“Competitor” means any Person whose business includes an online portal.

“Confidential Information” has the meaning set forth in Section 9.1.

“Dispute” has the meaning set forth in Section 10.12.

“Effective Date” means the Closing Date as set forth in the Share Purchase Agreement.

“E-House Licensed Data and Information” means the data and information licensed to CRIC Holdings Limited and its subsidiaries, for the operation of the CRIC system pursuant to the Master Transaction Agreement.

“Exclusive Licensed Marks” means the following Trademarks:

新浪乐居及图（含网址）

and

新浪乐居及图

, as identified on Exhibit A.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Initial Term” has the meaning set forth in Section 6.1.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law or ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Licensed Marks” means the Exclusive Licensed Marks and the Non-Exclusive Licensed Marks, as listed on Exhibit A attached hereto.

“Licensed Products” means products and services related to the Business which bear, or are sold, provided or marketed under, a Licensed Mark.

“Licensee Parties” has the meaning set forth in Section 8.1.

“Licensee Websites” means the websites located at www.leju.com and the channels located at house.sina.com.cn, jiaju.sina.com.cn and construction.sina.com.cn.

“Licensor Parties” has the meaning set forth in Section 8.2.

“Master Transaction Agreement” means the Master Transaction Agreement entered into by and between E-House (China) Holdings Limited and CRIC Holdings Limited, dated as of July 27, 2009.

“Non-Exclusive Licensed Marks” means the following Trademarks: sina, sina
及图
, and
新浪网
, as identified on Exhibit A.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“PRC” or “Territory” means the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.

“Recipient” has the meaning set forth in Section 9.1

“Respondent” has the meaning set forth in Section 10.12.

“Rules” has the meaning set forth in Section 10.12.

“Shareholders Agreement” means that certain Shareholders Agreement by and among SINA Corporation, E-House (China) Holdings Limited and CRIC Holdings Limited dated as of the Effective Date.

“Term” has the meaning set forth in Section 6.1.

“Trademarks” means trademarks, service marks, domain names, trade dress, trade names, corporate names, logos, designs, symbol, slogan and other identifiers of source or goodwill.

ARTICLE II **GRANT OF LICENSE**

2.1. Grant of License.

(a) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor a non-exclusive, non-transferable (except as set forth in Section 10.7), non-sublicensable (except as provided in Section 2.1(c)), limited right and license to use the Non-Exclusive Licensed Marks in connection with the Business in the Territory during the Term solely (i) on Licensed Products, (ii) on Licensee Websites, and (iii) in Licensee’s marketing and advertising efforts and materials to promote such Licensed Products. Except as provided in Section 2.2, Licensee’s use of the Non-Exclusive Licensed Marks under the terms of this Agreement shall be free of any fees.

(b) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor an exclusive, non-transferable (except as set forth in Section 10.7), non-sublicensable (except as provided in Section 2.1(c)), limited right and license to use the Exclusive Licensed Marks in connection with the Business in the Territory during the Term solely (i) on Licensed Products, (ii) on Licensee Websites, and (iii) in Licensee’s marketing and advertising efforts and materials to promote such Licensed Products. Except as provided in Section 2.2, Licensee’s use of the Exclusive Licensed Marks under the terms of this Agreement shall be free of any fees.

(c) Licensor hereby acknowledges that Licensee owns all right, title and interest in and to the “Leju
(乐居)
” Trademark. Licensee hereby grants Licensor a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the “Leju
(乐居)
” Trademark in connection with the application(s) for the Exclusive Licensed Marks and maintaining registrations for the Exclusive Licensed Marks resulting therefrom. All rights in and to the Leju Trademark not expressly granted herein are hereby exclusively reserved by Licensee. Nothing in this Agreement shall preclude Licensee, its Affiliates, or any of their respective successors or assigns from using or permitting other Persons to use the Leju Trademark in any manner, or taking any action to enforce its or their rights therein.

(d) Notwithstanding anything in this Agreement to the contrary, Licensee has no right to sublicense any rights granted hereunder to any third party, or otherwise permit any third party to use any Licensed Marks; provided, however, that any rights granted to Licensee hereunder with respect to the Licensed Marks may, without the prior consent of Licensor, be sublicensed to SINA Leju and Licensee’s Affiliates that are controlled by SINA Leju solely for the purpose of operating the Business in the Territory during the Term. All rights in and to the Licensed Marks not expressly granted herein are hereby reserved exclusively by Licensor. Licensee shall be responsible for the compliance of the terms and conditions of this Agreement

by all of its sublicensees. Without limiting the foregoing, in the event any sublicensee undertakes any action (or inaction) that would be deemed a breach of this Agreement had Licensee taken such action (or inaction), such action (or inaction) shall be deemed a breach by Licensee under this Agreement.

2.2. Fees. In the event E-House Research and Training Institute becomes entitled to charge, invoice, or otherwise receive from, Licensee any royalties, fees or other remuneration for use of the E-House Licensed Data and Information pursuant to amendments to the Master Transaction Agreement or through other means, Licensor and Licensee shall use good faith efforts to amend this Agreement such that Licensor becomes entitled to charge, invoice, or otherwise receive fees from Licensee to use the Licensed Marks, such fees to be agreed upon by the Parties, provided that (i) such fees shall be commercially reasonable and (ii) such fees shall not exceed the fees charged by Licensor to unaffiliated third parties for use of the Licensed Marks, taking into account any other consideration received by Licensor (including, but not limited to, discounted services offerings from the third party).

2.3. Usage Restrictions.

(a) Licensee shall ensure that all uses of Licensed Marks are in compliance with the requirements of this Agreement.

(b) Without limiting the restriction set forth in Section 2.3(a), Licensee shall not (i) use any Licensed Marks with any other Trademark so as to form a composite mark, or (ii) use any Licensed Mark as an element of Licensee's company name (except in the same manner in which such Licensed Mark is used prior to the Effective Date, provided Licensee shall not misrepresent its relationship or affiliation with Licensor).

(c) Without Licensor's prior written consent, Licensee shall not transfer (except as permitted pursuant to Section 10.7) or create any security interest upon the Licensed Marks or this Agreement.

(d) Licensee shall not, nor authorize any other Person within Licensee's control to, publicly disseminate, distribute or use any Licensed Marks (i) on any products, packaging, labels, advertisements or other materials that have not been previously approved or deemed approved by Licensor (provided, however, that the use of the Licensed Marks in the same manner used by Licensee prior to the Effective Date is deemed approved, provided Licensee shall not misrepresent its relationship or affiliation with Licensor), or (ii) in connection with sponsoring, endorsing or claiming any affiliation with Licensor, in each case of (i) and (ii), without prior consultation with Licensor, including providing Licensor with samples, specimens or descriptions thereof (provided, however, that the use of the Licensed Marks in the same manner used by Licensee or SINA Leju prior to the Effective Date is deemed approved, provided Licensee shall not misrepresent its relationship or affiliation with Licensor). In the event that Licensor does not provide any objections or requests for modifications within ten (10) days from receipt of such samples, specimens or descriptions, such use shall be deemed approved. In the event that Licensor provides any reasonable objections or requests for modifications, Licensee shall address such objections or requests for modifications to Licensor's reasonable satisfaction

prior to such public dissemination, distribution or use. Notwithstanding the foregoing, nothing in this Section 2.3(d) shall limit Licensor's rights under Article III of this Agreement.

2.4. Territory Restrictions. Licensee's use of the Licensed Marks shall be limited to the Territory and Licensee shall not use or authorize the use of Licensed Marks in any manner, directly or indirectly, outside the Territory. Licensor acknowledges that use by Licensee, or its permitted sublicensees, of the Licensed Marks in connection with an internet site(s) featuring content directed to end users in the Territory does not constitute use outside the Territory for purposes of this Agreement.

2.5. Licensor's Use. Nothing in this Agreement shall preclude Licensor, its Affiliates or any of their respective successors or assigns from using or permitting other Persons to use the Licensed Marks, outside the Territory, in any manner, whether or not such entity directly or indirectly competes or conflicts with Licensee, subject to the provisions of Section 4.1 (Non-Competition) of the Shareholders Agreement and Section 2.1(c) hereof.

ARTICLE III QUALITY CONTROL

3.1. Quality Control. In order to preserve the inherent value of the Licensed Marks, Licensee shall ensure that the nature and quality of Licensed Products in connection with which Licensee uses the Licensed Marks shall continue to be at least equal to the nature and quality of the products and services offered in connection with the Business immediately prior to the Effective Date. Licensee agrees to use the Licensed Marks in the Territory only in accordance with such branding and style guidelines as used by the Business immediately prior to the Effective Date or as otherwise may be established by Licensor in connection with its own business and communicated in writing to Licensee from time to time or as may otherwise be agreed to by the Parties from time to time (the "Branding Guidelines"), provided that Licensee shall be afforded the same period of time to implement such Branding Guidelines as is afforded to Licensor's Affiliates and other third parties. In the event that Licensor reasonably determines that any use by Licensee of the Licensed Marks is in violation of this Section 3.1, Licensee shall remedy such non-conforming use as soon as practicable and if the use poses an immediate threat to the validity or enforceability of the Licensed Marks or harm to Licensor's business, reputation or goodwill, Licensee shall, promptly following receipt of notice from Licensor, cease and desist all such non-conforming uses.

3.2 Compliance with Laws. Licensee shall ensure that the Business complies with all applicable Laws in respect of operation, advertising and promotion of the Business and use of the Licensed Marks in connection therewith.

ARTICLE IV OWNERSHIP

4.1. Ownership. Licensee acknowledges that Licensor is the owner of all right, title and interest in and to the Licensed Marks, and all such right, title and interest shall remain exclusively with Licensor. All goodwill and improved reputation generated by Licensee's use of the Licensed Marks shall inure solely to the benefit of Licensor. Licensee shall not knowingly

(a) use the Licensed Marks in any manner that tarnishes, degrades, disparages or reflects adversely on Licensor or Licensor's business or reputation, or which dilutes or otherwise harms the value, reputation, or distinctiveness of the Licensed Marks or the goodwill of the Licensor therein, (b) in any jurisdiction, file applications to register any Trademarks that consist of, in whole or in part, or are confusingly similar to, any of the Licensed Marks, (c) contest, challenge or otherwise make any claim or take any action adverse to Licensor's ownership of or interest in the Licensed Marks, (d) register any domain names that consist of, in whole or in part, or are confusingly similar to any of the Licensed Marks, or register the Licensed Marks as a trade names and/or company names for Licensee or any of its Affiliates, or (e) use, associate or link, in any manner, any Licensed Marks in connection with any illegal materials, pornographic, obscene or sexually explicit materials, materials of a violent nature, or politically sensitive materials. If Licensee desires (i) the right to use any Trademark, other than the Licensed Marks, consisting of or containing "SINA" (or

“新浪”

) or (ii) Licensor to apply for registration in the Territory of any Trademark, other than the Licensed Marks, consisting of or containing "SINA" (or

“新浪”

), Licensee and Licensor shall discuss such request in good faith and upon agreement of the Parties, Licensor shall file such application and the schedule of Licensed Marks set forth on Exhibit A shall be amended to include any such agreed-upon Trademarks.

4.2. Prosecution and Maintenance.

(a) As between Licensee and Licensor, Licensor shall have sole and exclusive discretion and control with respect to prosecuting, obtaining, maintaining, renewing and protecting applications and registrations for the Licensed Marks, and shall do so at its own cost and expense during the Term. Licensor shall renew any registration for any Licensed Mark(s) that is scheduled to expire during the Term and shall re-record this Agreement at the Trademark Office of China at such time that Licensor renews such registration.

(b) With respect to the Exclusive Licensed Marks

(新浪乐居及图 (含网址))

and

新浪乐居及图)

Licensor shall diligently pursue the registration of such Licensed Marks. Once such Licensed Mark is registered, Licensor shall record this Agreement at the Trademark Office of China as set forth in Section 10.17.

ARTICLE V **ENFORCEMENT**

5.1. Notification. Each Party shall promptly notify the other Party in writing and provide the other with all relevant background facts upon becoming aware of: (a) any use by a third party of, or any application or registration by a third party for, any Trademark in the Territory that does or may conflict with any of the Licensed Marks; or (b) any misuse or act by a third party of infringement, dilution, misappropriation or unfair competition in the Territory involving any of the Licensed Marks or any confusingly similar variant thereof.

5.2. Licensor Enforcement.

(a) Licensor shall have the right, but not the obligation, to take action against third parties in the courts, administrative agencies or otherwise, at Licensor's cost and expense, to prevent or terminate misuse, infringement, dilution, misappropriation, imitation or illegal use of

the Licensed Marks and to oppose or cancel applications or registrations for any Trademarks that conflict with any of the Licensed Marks, or to defend the Licensed Marks.

(b) Licensee shall reasonably cooperate with Licensor at Licensor's expense in any action, suit or proceeding that the Licensor may undertake under this Section 5.2 (including without limitation, executing, filing and delivering all documents and evidence reasonably requested by the Licensor) and shall lend its name to such action, suit or proceeding if reasonably requested by the Licensor or required by applicable Law. The Licensee shall have the right to participate and be represented in any such action, suit or proceeding by its own counsel at its own expense.

(c) All damages or other compensation of any kind recovered in any action, suit or proceeding undertaken under this Article V, or from any settlement or compromise thereof, shall be for the benefit of the Licensor, provided, however, that any compensation granted or awarded in light of any losses incurred by Licensee shall be for the benefit of the Licensee after Licensor's reasonable expenses for taking such action, suit or proceeding have been paid.

ARTICLE VI

TERM AND TERMINATION

6.1. Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter. Beginning twelve (12) months prior to the expiration of the Initial Term, the Parties shall use good faith efforts to negotiate an extension of the term of this Agreement (the Initial Term together with any applicable extension, the "Term").

6.2. Termination for Bankruptcy. Either Party may immediately terminate this Agreement in the event that the other Party (a) becomes insolvent or unable to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; (c) seeks relief, or if proceedings are commenced against such other Party or on its behalf, under any bankruptcy, insolvency or debtors' relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof.

6.3. Termination for Breach.

(a) By Licensor. Licensor may terminate this Agreement at any time in the event that Licensee is in material default or breach of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided, however, that in the event that Licensee has in good faith commenced cure within such thirty (30) day period, but cannot practically complete such cure within such thirty (30) day period, the Parties shall negotiate a reasonable additional time to cure.

(b) By Licensee. Licensee may terminate this Agreement at any time in the event that the Licensor is in material default or breach of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided, however, that in the event that

the Licensor has in good faith commenced cure within such thirty (30) day period, but cannot practically complete such cure within such thirty (30) day period, the Parties shall negotiate a reasonable additional time to cure.

6.4. Termination for a Change of Control. Licensor may terminate this Agreement by providing prior written notice to Licensee upon the occurrence of a Change of Control.

6.5. Termination in the Event of Termination of Agency Agreement. In the event that the Agency Agreement is terminated pursuant to Section 9.02(c)(iii) or 9.02(d)(i) thereof, this Agreement shall automatically be terminated as of the effective date of the termination of the Agency Agreement and shall thereafter be of no further force or effect except as set forth in Section 6.7.

6.6. Effect of Termination. Upon termination (but not expiration) of this Agreement for any reason, Licensee shall be entitled to use the Licensed Marks for a limited period of time, not to exceed ninety (90) days, during which it shall diligently work to transition to another solution. Upon expiration of this Agreement or such 90-day period, (a) all rights granted to Licensee under this Agreement with respect to the Licensed Marks shall immediately cease, and (b) Licensee shall immediately discontinue all use of the Licensed Marks.

6.7. Survival. The duties and obligations of the Parties under Articles IV, VI, VIII, IX and X and Sections 2.1(c) and 7.2 of this Agreement shall survive any termination or expiration of this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties.

(a) By Each Party. Each of Licensee and Licensor represents and warrants to each other Party that: (a) it is a corporation duly incorporated, validly existing and in good standing under applicable Law; (b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within its corporate powers; (c) it has taken necessary steps to obtain authority and all necessary consents and approvals of any other third party or Governmental Authority to execute and perform this Agreement; (d) this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the rights of creditors' generally or by general principals of equity; and (e) the execution, delivery and performance of this Agreement will not conflict with or result in any breach of its charter or certificate of incorporation, bylaws, or other governing document, or any instrument, obligation, or contract to which it or its properties is bound.

(b) By Licensor. Licensor represents and warrants that:

- i. It has the right to grant the licenses granted to Licensee hereunder; and

ii. The Licensed Marks are, and the rights granted hereunder in connection with the Licensed Marks are, substantially similar to the rights that were granted to SINA Leju prior to the Effective Date.

7.2. Disclaimer. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SHARE PURCHASE AGREEMENT, THE LICENSED MARKS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, VALIDITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND LICENSOR HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

ARTICLE VIII INDEMNIFICATION

8.1. Indemnification by Licensor. Licensor shall defend, indemnify and hold harmless Licensee and its Affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns, (collectively, the “Licensee Parties”) from and against any claim, suit, demand or action (“Action”), and any and all direct losses suffered or incurred by Licensee in connection with any third party claims (a) arising out of or resulting from any breach by Licensor of any provision of this Agreement or (b) that use of the Licensed Marks by Licensee in accordance with the terms and conditions of this Agreement infringes or otherwise violates a third party’s Trademarks. Licensor’s obligation to indemnify Licensee shall be conditioned on (a) Licensee’s provision to Licensor of prompt notice of such an Action (except where any delay does not materially prejudice Licensor); (b) Licensee’s reasonable cooperation with Licensor in the defense and settlement of such an Action at Licensor’s cost; and (c) Licensor having exclusive control of the defense, settlement and/or compromise of such an Action (provided that Licensor may not settle any Action in a manner that adversely affects Licensee without Licensee’s prior written consent, not to be unreasonably withheld or delayed).

8.2. Indemnification by Licensee. Licensee shall defend, indemnify and hold harmless Licensor and its Affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns, (collectively, the “Licensor Parties”) from and against any Action, and any and all direct losses suffered or incurred by Licensor in connection with any third party claims (a) arising out of or resulting from any breach by Licensee of any provision of this Agreement, or (b) alleging actual or alleged defects in or intellectual property infringement (other than Trademark infringement based on the Licensed Marks) by any Licensed Products. Licensee’s obligation to indemnify Licensor shall be conditioned on (a) Licensor’s provision to Licensee of prompt notice of such an Action (except where any delay does not materially prejudice Licensee); (b) Licensor’s reasonable cooperation with Licensee in the defense and settlement of such an Action at Licensee’s cost; and (c) Licensee having exclusive control of the defense, settlement and/or compromise of such an Action (provided that Licensee may not settle any Action in a manner that adversely affects Licensor without Licensor’s prior written consent, not to be unreasonably withheld or delayed).

ARTICLE IX
CONFIDENTIALITY

9.1. Confidential Information. In performing its obligations under this Agreement, either Party (the “Recipient”) may obtain certain Confidential Information of the other Party. For purposes of this Agreement, “Confidential Information” shall mean information, documents and other tangible things, provided by either Party to the other, in whatever form, relating to such Party’s business and marketing, including such Party’s financial information, personal information, customer lists, product plans and marketing plans, whether alone or in its compiled form and whether marked as confidential or not. The Recipient shall maintain in confidence all Confidential Information and shall not disclose such Confidential Information to any third party without the express written consent of the other Party except to those of its employees, subcontractors, consultants, representatives and agents as are necessary in connection with activities as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information, the Recipient shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. The Recipient shall ensure that each of its employees, subcontractors, consultants, representatives and agents holds in confidence and makes no use of the Confidential Information for any purpose other than those permitted under this Agreement or otherwise required by applicable Law. Upon request by the other Party, the Recipient shall return, destroy or otherwise handle as instructed by the other Party, any documents or software containing such Confidential Information, and shall not continue to use such Confidential Information.

9.2. Exceptions. The obligation of confidentiality contained in Section 9.1 shall not apply to the extent that (a) the Recipient is required to disclose information by order or regulation of a Governmental Authority or a court of competent jurisdiction; provided, however, that, to the extent permitted by applicable Law, the Recipient shall not make any such disclosure without first notifying the other Party and allowing the other Party a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure; or (b) the Recipient can demonstrate that (i) the disclosed information was at the time of such disclosure to the Recipient already in (or thereafter enters) the public domain other than as a result of actions of the Recipient, its directors, officers, employees or agents in violation hereof, (ii) the disclosed information was rightfully known to the Recipient prior to the date of disclosure (other than pursuant to disclosure by the other Party pursuant to other agreements in effect between the Parties), or (iii) the disclosed information was received by the Recipient on an unrestricted basis from a source unrelated to any Party and not under a duty of confidentiality to the other Party.

ARTICLE X
GENERAL PROVISIONS

10.1. Taxes. Each Party shall be responsible for taxes that should be borne by it in accordance with applicable Law. If any Party pays any taxes that should have been borne by the other Party in accordance with Law, such other Party shall reimburse such Party within seven (7) days after its receipt of documentation evidencing such tax payment so incurred by such Party.

10.2. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

10.3. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given, made or received (i) on the date of delivery if delivered in person or by messenger service, (ii) on the date of confirmation of receipt of transmission by facsimile (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) or (iii) on the date of confirmation of receipt if delivered by an internationally recognized overnight courier service or registered or certified mail (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.3):

if to Licensor:

SINA Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090
People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Head of Legal Department (Xie Guomin)

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022
People's Republic of China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq.

if to Licensee:

Beijing Yisheng Leju Information Services Co., Ltd.
c/o CRIC Holdings Limited
No. 383 Guangyan Road
Shanghai 200072
People's Republic of China
Facsimile: +86 (21) 6086 7111
Attention: President

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong
Facsimile: +852 3740 4727
Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

10.4. Public Announcements. Other than (i) the filing with the SEC of the Form F-1, any amendments thereto and any other documents filed in connection with the Form F-1, including the filing of this Agreement or (ii) any communications with the relevant stock exchange or regulators in connection with the IPO, in each case, as deemed necessary or desirable in the sole discretion of CRIC, neither party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the other party unless otherwise required by Law or applicable stock exchange regulation, and the parties to this Agreement shall cooperate as to the timing and contents of any such press release, public announcement or communication.

10.5. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

10.6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof and thereto (including the Original Agreement).

10.7. Assignment. This Agreement and any rights or authority granted hereunder shall not be assigned or transferred by either Party, including by operation of law, merger or otherwise, without the express written consent of the other Party, provided that Licensor may assign this Agreement without consent to any of its Affiliates and Licensee may assign this Agreement without consent to SINA Leju or an Affiliate of Licensee that is controlled by SINA Leju.

10.8. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, both Parties or (b) by a waiver in accordance with Section 10.09.

10.9. Waiver. Either Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the

representations and warranties of the other Party contained herein or in any document delivered by the other party pursuant hereto or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. No waiver of any representation, warranty, agreement, condition or obligation granted pursuant to this Section 10.09 or otherwise in accordance with this Agreement shall be construed as a waiver of any prior or subsequent breach of such representation, warranty, agreement, condition or obligation or any other representation, warranty, agreement, condition or obligation. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

10.10. No Third Party Beneficiaries. Except for the provisions of Article VII relating to indemnified parties, this Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied (including the provisions of Article VII relating to indemnified parties), is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

10.11. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of the People's Republic of China (without regard to its conflicts of laws rules that would mandate the application of the laws of another jurisdiction).

10.12. Dispute Resolution. (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (each, a "Dispute"), shall to the extent possible be settled through friendly consultation among the Parties hereto. The claiming Party (the "Claimant") shall promptly notify the other Party (the "Respondent") in a dated written notice that a Dispute has arisen and describe the nature of the Dispute. Any Dispute which remains unresolved within sixty (60) days after the date of such written notice shall be submitted to the China International Economic and Trade Arbitration Commission (the "Commission") to be finally settled by arbitration in Beijing, PRC in accordance with the Commission's then effective rules (the "Rules") and this Section 10.12. The language of the arbitration shall be Mandarin Chinese.

(b) The arbitration tribunal shall consist of three (3) arbitrators. The Claimant shall appoint one (1) arbitrator, the Respondent shall appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall appoint a third arbitrator. If the Claimant and the Respondent fail to appoint one (1) arbitrator, or the two (2) arbitrators appointed fail to appoint the third arbitrator within the time periods set by the then effective Rules, the relevant appointment shall be made promptly by the Commission.

(c) Any award of the arbitration tribunal established pursuant to this Section 10.12 shall be final and binding upon the Parties, and enforceable in any court of competent jurisdiction. The Parties shall use their best efforts to effect the prompt execution of any such award and shall render whatever assistance as may be necessary to this end. The prevailing Party (as determined by the arbitrators) shall be entitled to reimbursement of its costs and

expenses, including reasonable attorney's fees, incurred in connection with the arbitration and any judicial enforcement, unless the arbitrators determine that it would be manifestly unfair to honor this agreement of the Parties and determine a different allocation of costs.

(d) The foregoing provisions in this Section 10.12 shall not preclude any Party from seeking interim or conservatory remedies, including injunctive relief, from any court having jurisdiction to grant such relief.

10.13. No Presumption. The Parties acknowledge that each has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

10.14. Specific Performance. The parties hereto acknowledge and agree that irreparable damage would occur if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party hereto may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

10.15. Force Majeure. Neither Party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such Party cannot perform due to hacker attack, fire, flood or other natural disaster, war, embargo, riot or the intervention of any Governmental Authority, provided, however, that the Party so delayed immediately notifies the other Party of such delay. In no event shall such nonperformance by Licensee be excused due to any such event for longer than ninety (90) days.

10.16. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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 agreement.

10.17. Governmental Recordation. Licensor shall record this Agreement at the Trademark Office of China within three (3) months after the Effective Date of this Agreement. The Parties agree to work together in good faith to modify this Agreement or enter into one or more new trademark license agreements subordinate to this Agreement as necessary in order to obtain such recordation. In the event of any conflict or inconsistency between any provision of such new trademark license agreement and the provisions set forth in the body of this Agreement, the provisions set forth in this Agreement shall control and govern. If required by local Administration for Industry and Commerce ("AIC"), each Party shall also file a copy of this Agreement with the local AIC above the county level respectively where such Party domiciles.

10.18. Termination of Original Agreement. Pursuant to the Mutual Termination Agreement set forth in Exhibit B attached hereto, the Original Agreement shall be terminated as of the Effective Date. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective unless and until the Mutual Termination Agreement set forth in Exhibit B is executed.

[SIGNATURES ON NEXT PAGE]

16

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives on the date first set forth above.

Beijing SINA Internet Information Service Co., Ltd.

By: /s/ Charles Chao

Name:

Title:

Beijing Yisheng Leju Information Services Co., Ltd.

By: /s/ Fei Cao

Name:

Title:

17

EXHIBIT A

LICENSED MARKS

NON-EXCLUSIVE LICENSED MARKS

	<u>Status</u>	<u>Registration Period/Application Date</u>	<u>Registration/ Application No.</u>	<u>Category</u>
sina	Registered	10/21/2000–10/20/2010	1463676	35
sina 及图	Registered	10/14/2000–10/13/2010	1459585	35
新浪网	Registered	10/21/2000–10/20/2010	1463781	35

EXCLUSIVE LICENSED MARKS

	<u>Status</u>	<u>Registration Period/Application Date</u>	<u>Registration/ Application No.</u>	<u>Category</u>
新浪乐居及图 (含网址)	Application	12/18/2008	7120368	35
新浪乐居及图	Application	12/18/2008	7120374	35

EXHIBIT B

MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT ("Termination Agreement") is made and entered into this _____ day of _____, 2009, by and between Beijing SINA Internet Information Service Co. ("Beijing SINA") and Shanghai SINA Leju Information Technology Co. Ltd. ("SINA Leju").

WITNESSETH:

WHEREAS, Beijing SINA and SINA Leju entered into that certain Trademark License Agreement dated May 8, 2008 (the "Original Agreement"); and

WHEREAS, Beijing SINA and SINA Leju desire to mutually terminate the Original Agreement effective as of the date of this Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. Beijing SINA and SINA Leju agree that, upon the date of execution of this Termination Agreement, the Agreement shall terminate and be of no further force or effect, and, for the avoidance of doubt, no provisions of the Original Agreement survive such termination.

2. This Termination Agreement represents the complete, integrated, and entire agreement between the parties, and may not be modified except in writing signed by the parties.

3. This Termination Agreement shall be governed by the laws of the PRC, without regard to conflicts of law principles.

4. This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

5. This Termination Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the date first set forth above.

Beijing SINA Internet Information Service Co., Ltd.

By: _____

Name:

Title:

Shanghai SINA Leju Information Technology Co. Ltd.

By: _____

Name:

Title:

SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT

This Software License and Support Services Agreement (the “Agreement”) is made and entered into, by and between SINA.com Technology (China) Co. Ltd.

(新良网技术(中国)有限公司)

, a limited liability company organized under the laws of the People’s Republic of China (hereinafter “Licensor”) and Shanghai SINA Leju Information Technology Co. Ltd.

(上海新良乐居信息科技有限公司)

, a limited liability company organized under the laws of the People’s Republic of China (“Licensee” and together with Licensor, the “Parties” and each a “Party”) and is made effective as of the Effective Date (defined below).

RECITALS

WHEREAS, SINA Corporation, a company organized under the laws of the Cayman Islands (“SINA”), and CRIC Holdings Limited, a company organized under the laws of the Cayman Islands (“CRIC”), entered into that certain Share Purchase Agreement dated July 23, 2009 (the “Share Purchase Agreement”), pursuant to which SINA subscribes from CRIC the Subscription Shares (as defined in the Share Purchase Agreement);

WHEREAS, Licensor owns certain software as more particularly described below that are related to the Business which it desires to license to Licensee and Licensee desires to obtain a license from Licensor to such software to use in connection with its operation of the Business on the terms and conditions set forth herein; and

WHEREAS, Licensor and Licensee entered into that certain Software License Agreement dated May 8, 2008 (the “Original Agreement”) and Licensor and Licensee desire to amend and restate the Original Agreement on or prior to the consummation of the transactions contemplated by the Share Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement of the Parties and the faithful performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the meanings ascribed to them below.

“Action” has the meaning set forth in Section 7.1.

“Affiliate” means, when used with respect to any specified Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For the purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of

the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Agency Agreement” means that certain Advertising Sale Agency Agreement by and between SINA Corporation and China Online Housing Technology Corporation, dated as of August 31, 2009.

“Authorized Users” means any officers, employees, authorized sublicensees, consultants or contractors of Licensee.

“Big Four International Accounting Firms” means Deloitte Touche Tohmatsu, Ernst & Young, KPMG, and PricewaterhouseCoopers.

“Business” means an online real estate media platform in the PRC that (i) provides information and updates related to real estate, home furnishing and construction in the PRC and provides real estate, home furnishing and construction advertising services, and (ii) operates a business-to-business and business-to-consumer Internet platform targeting participants in the PRC real estate industry, in each case, as currently conducted or contemplated to be conducted on the websites owned or operated by Licensee or any of Licensee’s Affiliates in the PRC.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Beijing.

“Change of Control” means (i) the consummation of any acquisition or purchase, directly or indirectly, by any Person or related group of Persons, that results in a Competitor owning more ordinary shares in CRIC than E-House and SINA, and in each case, their respective controlled Affiliates, own in the aggregate or (ii) an event pursuant to which a Competitor acquires the right to nominate a member to the board of directors of CRIC.

“Claimant” has the meaning set forth in Section 9.12.

“Commission” has the meaning set forth in Section 9.12.

“Competitor” means any Person whose business includes an online portal.

“Confidential Information” has the meaning set forth in Section 8.1.

“Current Software Products” means the web blog, mailbox, pod cast, iAsk, text messaging, wireless application protocol products that are provided to end users by Licensor free of any fees and any other Software products that are provided to end users by Licensor free of any fees, in each case in the form provided to end users, as of the Effective Date or thereafter during the Term.

“Defects” has the meaning set forth in Section 4.1.

“Dispute” has the meaning set forth in Section 9.12.

“Documentation” means user documentation, technical manuals and other documentation, whether in electronic, on-line or hard copy format.

“Effective Date” means the Closing Date as set forth in the Share Purchase Agreement.

“E-House Licensed Data and Information” means the data and information licensed to CRIC Holdings Limited and its subsidiaries, for the operation of the CRIC system pursuant to the Master Transaction Agreement.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Improvements” has the meaning set forth in Section 2.4.

“Infrastructure” means all infrastructure necessary to (i) operate the Licensee Websites and (ii) facilitate Licensee’s use of the Licensed Software including all physical hardware containing, used in conjunction with and/or relating to the Licensed Software.

“Initial Term” has the meaning set forth in Section 5.1.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Licensed Software” means (i) the proprietary Software used for internet content, advertising publishing and other functionality as identified on Exhibit A attached hereto; (ii) Current Software Products and the interfaces owned by Licensor and necessary to facilitate Licensee’s use of Current Software Products; (iii) Licensor Databases; (iv) Licensor Improvements; and (v) related Documentation and hardware, in each case to the extent such items (other than Licensor Improvements) exist and have been delivered to Licensee under the Original Agreement.

“Licensee Improvements” has the meaning set forth in Section 4.2.

“Licensee Parties” has the meaning set forth in Section 7.1.

“Licensee Websites” means the websites located at www.leju.com and the channels located at house.sina.com.cn, jiaju.sina.com.cn and construction.sina.com.cn.

“Licensor Databases” means the databases and compilations maintained by Licensor, including data and collections of data relating to email information, user information, advertising customer information and advertising monitoring.

“Licensor Improvements” has the meaning set forth in Section 2.4.

“Licensor Parties” has the meaning set forth in Section 7.2.

“Master Transaction Agreement” means the Master Transaction Agreement entered into by and between E-House (China) Holdings Limited and CRIC Holdings Limited, dated as of July 27, 2009.

“Object Code” means computer program code that is readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling or reverse engineering.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“PRC” or “Territory” means the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.

“Recipient” has the meaning set forth in Section 8.2.

“Respondent” has the meaning set forth in Section 9.12.

“Rules” has the meaning set forth in Section 9.12.

“Service Levels” means the service levels (e.g., with respect to uptime, response times, etc.) to be agreed by the Parties within sixty (60) days after the Effective Date, which Service Levels shall in no event be less than the Service Levels Licensor provides to itself in connection with its own operations.

“Software” means computer programs in Object Code form, including any software implementations of algorithms, models and methodologies, data, databases, compilations and other electronic data files.

“Support Services” has the meaning set forth in Section 2.8.

“Term” has the meaning set forth in Section 5.1.

“Transition Period” has the meaning set forth in Section 2.9.

“Upgrades” has the meaning set forth in Section 2.5.

ARTICLE II **GRANT OF LICENSE**

2.1. Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a limited, non-exclusive, non-transferable (except as set forth in Section 9.7) and non-sublicensable (except as expressly set forth in this Section 2.1) license to use, operate, modify, reproduce, distribute, perform, display and create derivative works of the Licensed Software in connection with the Business during the Term. The foregoing license shall be sublicensable, without prior written

consent of Licensor, to Licensee's Affiliates that are controlled by Licensee solely for the purpose of operating the Business in the Territory during the Term. Except as provided in Section 2.7 and Section 2.10, Licensee's use of the Licensed Software under the terms of this Agreement shall be free of any fees. Licensee shall be responsible for the compliance of the terms and conditions of this Agreement by all of its sublicensees. Without limiting the foregoing, in the event any sublicensee undertakes any action (or inaction) that would be deemed a breach of this Agreement had Licensee taken such action (or inaction), such action (or inaction) shall be deemed a breach by Licensee under this Agreement.

2.2. Reservation of Rights. All rights in and to the Licensed Software not expressly granted herein are hereby reserved exclusively by Licensor.

2.3. Current Software Products. Notwithstanding anything in this Agreement to the contrary, Current Software Products shall not include any present or future products that are provided to end users for a fee, including fee-based mailboxes and games. If Licensee desires to obtain the rights to use fee-based products, both Parties shall use good faith efforts to negotiate commercially reasonable terms and conditions governing Licensee's use of such fee-based products, which terms and conditions shall be at least as favorable to Licensee as the most favorable terms and conditions agreed by Licensor with an unaffiliated third party with respect to such products, taking into account all of the terms and conditions of the agreement as a whole.

2.4. Improvements. Licensee acknowledges that Licensor is under no obligation to create any improvements, modifications, translations, updates, upgrades or other derivative works to the Licensed Software (collectively, "Improvements"). In the event that Licensor creates any Improvements during the Term and makes such Improvements available to others for use or testing (the "Licensor Improvements"), Licensor shall also offer Licensee access to such Licensor Improvements on the same terms and conditions and in the same timeframe as being offered to others, free of any fees except as set forth in Section 2.7 or 2.10.

2.5. Infrastructure.

(a) Licensor shall provide to Licensee all Infrastructure that is provided to Licensee as of the Effective Date, free of any fees except as set forth in Section 2.10.

(b) In the event that Licensor implements during the Term any improvements, modifications, translations or upgrades to the Infrastructure ("Upgrades"), it shall provide (or otherwise make available) such Upgrades to Licensee no later than it implements such Upgrades in connection with its own operations, free of any fees except as set forth in Section 2.10.

2.6. Licensee Requests for Infrastructure or Upgrades. Licensee may, from time to time, request new Infrastructure or Upgrades from Licensor that are for use in connection with Licensee's operation of the Business but that are not used by Licensor in connection with its business. The Parties shall, using reasonable best efforts and in a timely manner, discuss the terms and conditions on which Licensor can provide the requested Infrastructure or Upgrades to Licensee. If, despite such reasonable best efforts, the Parties cannot agree on the terms and conditions for the provision of such Infrastructure or Upgrades, then Licensor shall have no obligation to provide such Infrastructure or Upgrades to Licensee.

2.7. Fees. In the event E-House Research and Training Institute becomes entitled to charge, invoice, or otherwise receive from, Licensee any royalties, fees or other remuneration for use of the E-House Licensed Data and Information pursuant to amendments to the Master Transaction Agreement or through other means, Licensor and Licensee shall use good faith efforts to amend this Agreement such that Licensor becomes entitled to charge, invoice, or otherwise receive fees from Licensee to use and operate the Licensed Software, such fees to be agreed upon by the Parties, provided that (i) such fees shall be commercially reasonable and (ii) such fees shall not exceed the fees charged by Licensor to unaffiliated third parties for use of the Licensed Software, taking into account any consideration received by Licensor from such third party (including, but not limited to, discounted services offerings from the third party).

2.8. Support Services. During the Term, Licensor shall continue to provide all support services to Licensee and, upon Licensee's request, Beijing Yisheng Leju Information Services Co., Ltd. ("Beijing Yisheng Leju"), that Licensor provided to Licensee and/or Beijing Yisheng Leju as of the Effective Date, including the maintenance, technical support and hardware support as described in more detail below (collectively, "Support Services"). Subject to Section 2.10, all Support Services shall be provided free of any fees. Licensor shall provide Support Services in accordance with the Service Levels.

(a) Routine Maintenance. Licensor shall be responsible for the routine maintenance of Licensed Software. Licensor shall undertake the foregoing obligation in a commercially reasonable manner and in a manner designed to minimize interruption to the Business. To the extent any scheduled maintenance of the Licensed Software would cause a material interruption to the operation of the Business of Licensee, Licensor shall inform Licensee at least thirty (30) days prior to such maintenance and shall complete such maintenance as promptly as practicable.

(b) Technical Support. Licensor shall provide Licensee with such technical support as may be required in connection with the Business from time to time including, but not limited to, performance of the following:

- i. project management services, including responding to user requests and handling user applications;
- ii. providing technical consultation to users, including user operations training and addressing operations questions;
- iii. providing users with information regarding application processing, and active and prompt communications in the event of any unexpected circumstances;
- iv. providing contact details in order to respond to user emergencies and to provide practical solutions based on the specific circumstances; and
- v. accepting and addressing user complaints and communicate investigative findings back to user.

(c) Infrastructure Support. Licensor shall provide support services for (i) the Infrastructure; and (ii) any Upgrades or functional replacements of any the Infrastructure implemented by Licensor during the Term. Such Infrastructure support services shall include, but not be limited to, the following:

- i. maximizing the uptime of any servers;
- ii. making upgrades to such Infrastructure as is necessary for the Business to remain current and consistent with the general standards for technology used in connection with Licensor's other businesses;
- iii. implementing in a timely manner all upgrades and modifications to such Infrastructure provided by any third party vendor of such Infrastructure, as applicable; and
- iv. ensuring that such Infrastructure is of sufficient capacity to process the data, information and products of the Business.

(d) Development Services. Licensee may, from time to time, request custom Software development services from Licensor. The Parties shall, using reasonable best efforts and in a timely manner, discuss the terms and conditions on which Licensor can provide the requested development services to Licensee. If, despite such reasonable best efforts, the Parties cannot agree on the terms and conditions under which Licensor provides such Software development services, then Licensor shall have no obligation to provide such Software development services.

2.9. Licensor's Equity Holding. Notwithstanding anything in this Agreement to the contrary, if Licensor's and its Affiliates' aggregate equity interest in CRIC falls below twenty percent (20%) of the issued and outstanding ordinary shares of CRIC, Licensor shall so notify Licensee. During the ninety (90) day period after Licensee's receipt of such notice ("Transition Period"), Licensee may either (i) terminate its rights to use Licensor Databases and to receive the Support Services as well as Licensee's rights under Sections 2.4, 2.5(b), 2.6 and 2.8, effective as of the last day of the Transition Period, and Licensor shall cooperate with Licensee during the Transition Period to transition the provision of the Support Services to Licensee or a third party designated by Licensee or (ii) if Licensee wishes to continue using the Licensor Databases and/or the Support Services, both Parties shall use good faith efforts to negotiate the fees payable to Licensor in connection with Licensee's continued use of the Licensor Databases and/or the Support Services, provided that such fees shall be commercially reasonable and shall be at least as favorable to Licensee as the fees for which Licensor provides the Licensor Databases and the Support Services, as applicable, to unaffiliated third parties, taking into account any consideration received by Licensor from such third party (including, but not limited to, discounted services offerings from the third party). If, despite such good faith efforts, the Parties cannot agree on such fees during the Transition Period, then Licensee's rights to use Licensor Databases and to receive the Support Services, as well as Licensee's rights under Sections 2.4, 2.5(b), 2.6 and 2.8 are terminated, effective as of the last day of the Transition Period.

2.10. Incremental Fees.

(a) To the extent that there are any reasonable, incremental costs for use of the Licensed Software or the Infrastructure, or provision of the Support Services, due to a change in the Business needs, Licensee shall reimburse Licensor for all such costs. For example, if Licensor, prior to the Effective Date, employs ten (10) full time employees dedicated to providing the Support Services and, as a result of a change in the Business, must hire an additional full time employee to provide such Support Services, Licensee shall reimburse Licensor for the costs related to such full time employee, provided that, if such full time employee also engages in work on behalf of Licensor or its Affiliates, Licensee shall reimburse Licensor on a pro rata basis only for the time spent by such full time employee in providing the Support Services to Licensee. Licensor shall provide Licensee with an invoice detailing any and all such costs and such invoice shall be paid in accordance with the terms of the invoice or such other payment terms as may be agreed to by the Parties.

(b) No more than once every year, Licensee may have an independent certified public accountant from one of the Big Four International Accounting Firms conduct an audit of the relevant portions of Licensor's books of account solely to verify the costs invoiced to Licensee under this Agreement. For purposes of such audit, Licensor shall provide access to Licensor's books of account, during business hours, to such accountant, provided Licensor shall have no less than ten (10) Business Days' prior notice of such audit. Such accountant shall be subject to a confidentiality agreement with Licensor but the accountant shall be permitted to disclose the results of the audit to Licensee. If any such audit should disclose any overpayment of costs, Licensor shall promptly reimburse Licensee such overpaid amount. If any such audit should disclose an underpayment of costs, Licensor may issue an invoice to Licensee for the underpaid amount and Licensee shall pay such invoice in accordance with the reasonable invoice terms or such other terms as may be agreed to by the Parties. Licensee shall be responsible for the costs of any such audits; provided, however, if (i) the audit results in an overpayment by Licensee of more than ten percent (10%) of the total amounts paid by Licensee to Licensor for the relevant audit period and (ii) such overpaid amount is greater than one million RMB Yuan (¥1,000,000), Licensor shall bear the cost of such audit.

2.11. Territory Restrictions. Licensee shall not host or cause the Licensed Software to be hosted outside the Territory.

2.12. Delivery or Access. In the event that Licensee identifies any Licensed Software which it does not possess or have access to as of the Effective Date, Licensee shall notify Licensor and Licensor shall promptly deliver (or provide access) to Licensee such Licensed Software.

ARTICLE III LICENSEE'S OBLIGATIONS

3.1. Proper Use. Licensee covenants that the Licensed Software shall be used only in a manner consistent with the provisions of this Agreement. Without Licensor's prior written consent, Licensee shall not transfer (except as permitted pursuant to Section 9.7) or create a security interest upon the Licensed Software or this Agreement.

3.2. Proprietary Legends. Licensee shall not remove or obscure any trademark, copyright notice or other proprietary or restrictive notice or legend contained or included in any or all of the Licensed Software provided by Licensor, and Licensee shall reproduce and copy all such notices and legends on all permissible copies made hereunder, including such copies as may be necessary for archival or backup purposes.

3.3. Identification. Except as required pursuant to Section 3.2, Licensee shall not, nor authorize any other Person to, advertise or otherwise identify Licensor as the developer or source of the Licensed Software.

3.4. Restrictions on Licensee's Use.

(a) Except as expressly authorized herein, Licensee shall not (a) copy, reverse engineer, decompile, reverse compile, reverse assemble or disassemble all or any portion of the Licensed Software; (b) allow access to the Licensed Software by any user or third party other than the Authorized Users; or (c) provide, disclose, divulge or make available to, or permit use of the Licensed Software by any third party.

(b) If Licensee desires to migrate operation of the Licensee Websites, including the Licensed Software, to Infrastructure owned or controlled by Licensee or a third party designated by Licensee, Licensor shall use commercially reasonable efforts to cooperate with Licensee in such efforts.

(c) Licensee shall not implement any Licensee Improvements, plug-ins or other applications that adversely impact the Licensed Software, Infrastructure, or their performance, including, but not limited to, (i) destabilizing or corrupting the Licensed Software or Infrastructure, (ii) slowing down performance of the Licensed Software or access to any of Licensor's websites, or (iii) affecting the integrity of the Licensor Databases or the data maintained in the Licensor Databases. In the event any such Licensee Improvements, plug-ins or other applications are implemented by Licensee, Licensee shall promptly remove or disable the offending Software upon notice from Licensor of the adverse impact. Without limiting the foregoing, Licensee shall notify Licensor of any Licensee Improvements, plug-ins or other applications that may adversely impact the Licensed Software, Infrastructure, or their performance prior to implementation so that Licensee and Licensor may work together in good faith to determine any potential impact of such Software and/or workarounds.

ARTICLE IV OWNERSHIP

4.1. Licensor Ownership. Licensee acknowledges that, as between Licensor and Licensee, Licensor is the owner of all right, title and interest, including intellectual property rights, in, to and under the Licensed Software, regardless of any technical, programming or financial assistance or cooperation provided to Licensor by or on behalf of Licensee to facilitate the operation and maintenance of the Licensed Software or the correction of any system or design errors, bugs or defects thereto ("Defects"). Licensee shall, upon the reasonable request by, and at the cost of, Licensor, take further actions and execute additional documents to establish and perfect Licensor's ownership rights in, to and under the Licensed Software.

Licensee shall not contest, challenge or otherwise make any claim or take any action adverse to Licensor's ownership of or interest in the Licensed Software and any Improvements.

4.2. Licensee Ownership. Licensor acknowledges that, as between Licensor and Licensee, Licensee is the owner of all right, title and interest, including intellectual property rights, in, to and under any and all Improvements to the Licensed Software created by or on behalf of Licensee (including by Licensor pursuant to Section 2.8) (collectively, "Licensee Improvements"), regardless of any technical, programming or financial assistance or cooperation provided to Licensee by or on behalf of Licensor to facilitate the operation and maintenance of the Licensee Improvements or the correction of any Defects thereto but subject, in all respects, to Licensor's rights in the Licensed Software. Licensor hereby assigns all right, title and interest, including all intellectual property rights that Licensor may have or acquire in and to the Licensee Improvements to Licensee. Licensor shall, upon the reasonable request by, and at the cost of, Licensee, take further actions and execute additional documents to establish and perfect Licensee's ownership rights in, to and under the Licensee Improvements.

4.3. Licensor Improvements. Licensee hereby assigns all right, title and interest, including all intellectual property rights that Licensee may have or acquire in and to the Licensor Improvements to Licensor. Licensee shall, upon the reasonable request by, and at the cost of, Licensor, take further actions and execute additional documents to establish and perfect Licensor's ownership rights in, to and under the Licensor Improvements.

ARTICLE V

TERM AND TERMINATION

5.1. Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter. Beginning twelve (12) months prior to the expiration of the Initial Term, the Parties shall use good faith efforts to negotiate an extension of the term of this Agreement (the Initial Term together with any applicable extension, the "Term").

5.2. Termination for Bankruptcy. Either Party may immediately terminate this Agreement in the event that the other Party (a) becomes insolvent or unable to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; (c) seeks relief, or if proceedings are commenced against such other Party or on its behalf, under any bankruptcy, insolvency or debtors' relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof.

5.3. Termination for Breach.

(a) By Licensor. Licensor may terminate this Agreement at any time in the event that the Licensee is in material default or breach of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided, however, that in the event that the Licensee has in good faith commenced cure within such thirty (30) day period, but cannot practically complete such cure within such thirty (30) day period, the Parties shall negotiate a reasonable additional time to cure.

(b) By Licensee. Licensee may terminate this Agreement at any time in the event that the Licensor is in material default or breach of any provision of this Agreement, and, if such default or breach is capable of cure, such default or breach continues uncured for a period of thirty (30) days after receipt of written notice thereof; provided, however, that in the event that the Licensor has in good faith commenced cure within such thirty (30) day period, but cannot practically complete such cure within such thirty (30) day period, the Parties shall negotiate a reasonable additional time to cure.

5.4. Termination for a Change of Control. Licensor may terminate this Agreement by providing prior written notice to Licensee upon the occurrence of a Change of Control.

5.5. Termination in the Event of Termination of Agency Agreement. In the event that the Agency Agreement is terminated pursuant to Section 9.02(c)(iii) or 9.02(d)(i) thereof, this Agreement shall automatically be terminated as of the effective date of the termination of the Agency Agreement and shall thereafter be of no further force or effect except as set forth in Section 5.7.

5.6. Effect of Termination. Upon termination (but not expiration) of this Agreement for any reason, Licensee shall be entitled to use the Licensed Software for a limited period of time, not to exceed ninety (90) days, during which it shall diligently work to transition to another solution. Upon expiration of this Agreement or of such 90-day period, as applicable, Licensee shall immediately discontinue all use of and access to the Licensed Software, including any archival and maintenance copies, and at Licensor's request, destroy or promptly return all portions of the Licensed Software to Licensor and certify that such action was taken.

5.7. Survival. The duties and obligations of the Parties under Articles IV, V, VII, VIII and IX and Section 6.3 of this Agreement shall survive any termination or expiration of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties.

(a) By Each Party. Each of Licensee and Licensor represents and warrants to the other Party that: (a) it is a corporation duly incorporated, validly existing and in good standing under the applicable Law; (b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within its corporate powers; (c) it has taken necessary steps to obtain authority and all necessary consents and approvals of any other third party and Governmental Authority to execute and perform this Agreement; (d) this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the rights of creditors' generally or by general principals of equity; and (e) the execution, delivery and performance of this Agreement will not conflict with or result in any breach of its charter or

certificate of incorporation, bylaws, or other governing document, or any instrument, obligation, or contract to which it or its properties is bound.

(b) By Licensor. Licensor represents and warrants that:

- i. It has the right to grant the licenses granted to Licensee hereunder;
- ii. The Licensed Software, the Infrastructure and the Support Services together constitute all of the Software, Infrastructure and Support Services provided by Licensor to Licensee as of the Effective Date; and
- iii. The rights granted hereunder in connection with the Licensed Software and Infrastructure are substantially similar to the rights that were provided to Licensee in respect of the Licensed Software and Infrastructure prior to the Effective Date.

6.2. No Other Warranties. In no event shall Licensor be liable to Licensee for any failure of the Licensed Software if any component of the Licensed Software has been (i) installed or operated by Licensee in a manner inconsistent with the provisions of this Agreement or modified by a Person other than Licensor (including Licensee) without the written approval of Licensor; (ii) damaged by negligence or misuse by other than Licensor or by fire, casualty, or other external causes; or (iii) subjected to unusual physical or electrical stress.

6.3. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES AND UNDERTAKINGS SET FORTH IN THIS AGREEMENT OR THE SHARE PURCHASE AGREEMENT, THE LICENSED SOFTWARE IS LICENSED "AS IS," AND LICENSOR DISCLAIMS ALL WARRANTIES RESPECTING THE LICENSED SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, VALIDITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES THAT MAY BE OTHERWISE IMPLIED FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SHARE PURCHASE AGREEMENT, LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE AND ANY RESULTS DERIVED THEREFROM.

ARTICLE VII INDEMNIFICATION

7.1. Indemnification by Licensor. Licensor shall defend, indemnify and hold harmless Licensee and its Affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns, (collectively, the "Licensee Parties") from and against any claim, suit, demand or action ("Action"), and any and all direct losses suffered or incurred by Licensee in connection with any third party claims (a) arising out of or resulting from any breach by Licensor of any provision of this Agreement, or (b) that Licensee's use of the Licensed Software infringes on any intellectual property rights of such third party, provided, however, that Licensee's use is consistent with the terms of this Agreement and that the Action is not caused by the use of the Licensed Software or any component thereof in combination with any other

system, equipment or Software where but for such use, the Action for infringement would not lie. Licensor's obligation to indemnify Licensee shall be conditioned on (a) Licensee's provision to Licensor of prompt notice of such an Action (except where any delay does not materially prejudice Licensor); (b) Licensee's reasonable cooperation with Licensor in the defense and settlement of such an Action at Licensor's cost; and (c) Licensor having exclusive control of the defense, settlement and/or compromise of such an Action (provided that Licensor may not settle any Action in a manner that adversely affects Licensee without Licensee's prior written consent, not to be unreasonably withheld or delayed).

7.2. Indemnification by Licensee. Licensee shall defend, indemnify and hold harmless Licensor and its Affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns, (collectively, the "Licensor Parties") from and against any Action, and any and all direct losses suffered or incurred by Licensor in connection with any third party claims arising out of or resulting from any breach by Licensee of any provision of this Agreement. Licensee's obligation to indemnify Licensor shall be conditioned on (a) Licensor's provision to Licensee of prompt notice of such an Action (except where any delay does not materially prejudice Licensee); (b) Licensor's reasonable cooperation with Licensee in the defense and settlement of such an Action at Licensee's cost; and (c) Licensee having exclusive control of the defense, settlement and/or compromise of such an Action (provided that Licensee may not settle any Action in a manner that adversely affects Licensor without Licensor's prior written consent, not to be unreasonably withheld or delayed).

7.3. Infringement. Licensor shall have the exclusive right, but not the obligation, with respect to the Licensed Software to prosecute claims of infringement, misappropriation or similar claims that stem from the activities of a third party. In the event that Licensor elects to bring any action, Licensee shall reasonably assist Licensor at Licensor's cost in such action if so requested, and shall lend its name to such action if requested by Licensor or required by applicable Law. No settlement of any such action which materially restricts the scope of, or materially and adversely affects the enforceability of, any intellectual property rights in the Licensed Software may be entered into by Licensor without the prior written consent of Licensee, which consent shall not unreasonably withheld or delayed. All costs and expenses incurred in an action brought by Licensor shall be borne by Licensor and all recoveries in such an action shall be for the benefit of Licensor.

7.4. Compliance with Laws. Licensee shall not use the Licensed Software in contravention of any applicable Law.

ARTICLE VIII **CONFIDENTIALITY**

8.1. Licensed Software. (a) Licensee acknowledges that the Licensed Software is Confidential Information of Licensor. For purposes of this Agreement, "Confidential Information" shall mean information, documents and other tangible things, provided by either Party to the other, in whatever form, relating to such Party's business and marketing, including such Party's financial information, personal information, customer lists, product plans and marketing plans, whether alone or in its compiled form and whether marked as confidential or

not, and, for the avoidance of doubt, Licensed Software shall be deemed to be Confidential Information of Licensor.

8.2. Confidential Information. In connection with this Agreement, either Party (the “Recipient”) may obtain certain Confidential Information of the other Party. The Recipient shall maintain in confidence all Confidential Information and shall not disclose such Confidential Information to any third party without the express written consent of the other Party except to those of its employees, subcontractors, consultants, representatives and agents as are necessary in connection with activities as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information, the Recipient shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. The Recipient shall ensure that each of its employees, subcontractors, consultants, representatives and agents holds in confidence and makes no use of the Confidential Information for any purpose other than those permitted under this Agreement or otherwise required by applicable Law. Upon request by the other Party, the Recipient shall return, destroy or otherwise handle as instructed by the other Party, any documents or software containing such Confidential Information, and shall not continue to use such Confidential Information.

8.3. Exceptions. The obligation of confidentiality contained in Section 8.2 shall not apply to the extent that (i) the Recipient is required to disclose information by order or regulation of a Governmental Authority or a court of competent jurisdiction; provided, however, that, to the extent permitted by applicable Law, the Recipient shall not make any such disclosure without first notifying the other Party and allowing the other Party a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure; or (ii) the Recipient can demonstrate that (a) the disclosed information was at the time of such disclosure to the Recipient already in (or thereafter enters) the public domain other than as a result of actions of the Recipient, its directors, officers, employees or agents in violation hereof, (b) the disclosed information was rightfully known to the Recipient prior to the date of disclosure (other than pursuant to disclosure by the other Party pursuant to other agreements in effect between the Parties), or (c) the disclosed information was received by the Recipient on an unrestricted basis from a source unrelated to any Party and not under a duty of confidentiality to the other Party.

ARTICLE IX GENERAL PROVISIONS

9.1. Taxes. Each Party shall be responsible for taxes that should be borne by it in accordance with applicable Law. If any Party pays any taxes that should have been borne by the other Party in accordance with Law, such other Party shall reimburse such Party within seven (7) days after its receipt of documentation evidencing such tax payment so incurred by such Party.

9.2. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

9.3. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given, made or received (i) on the date of delivery if delivered in person or by messenger service, (ii) on the date of confirmation of receipt of transmission by facsimile (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) or (iii) on the date of confirmation of receipt if delivered by an internationally recognized overnight courier service or registered or certified mail (or, the first (1st) Business Day following such receipt if (a) such date of confirmation is not a Business Day or (b) confirmation of receipt is given after 5:00 p.m., Beijing time) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.3):

if to Licensor:

SINA Corporation
20/F Beijing Ideal International Plaza
No. 58 Northwest 4th Ring Road
Haidian District, Beijing, 100090
People's Republic of China
Facsimile: +86 10 8260 7166
Attention: Head of Legal Department (Xie Guomin)

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022
People's Republic of China
Facsimile: +86 10 6563 6001
Attention: Lee Edwards, Esq.

if to Licensee:

Shanghai SINA Leju Information Technology Co. Ltd.
c/o CRIC Holdings Limited
No. 383 Guangyan Road
Shanghai 200072

People's Republic of China
Facsimile: +86 (21) 6086 7111
Attention: President

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
12 Queen's Road Central, Hong Kong

Facsimile: +852 3740 4727

Attention: Jonathan B. Stone, Esq. and Z. Julie Gao, Esq.

9.4. Public Announcements. Other than (i) the filing with the SEC of the Form F-1, any amendments thereto and any other documents filed in connection with the Form F-1, including the filing of this Agreement or (ii) any communications with the relevant stock exchange or regulators in connection with the IPO, in each case, as deemed necessary or desirable in the sole discretion of CRIC, neither party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the other party unless otherwise required by Law or applicable stock exchange regulation, and the parties to this Agreement shall cooperate as to the timing and contents of any such press release, public announcement or communication.

9.5. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

9.6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof and thereto (including the Original Agreement).

9.7. Assignment. This Agreement and any rights or authority granted hereunder shall not be assigned or transferred by either Party, including by operation of law, merger or otherwise, without the express written consent of the other Party, provided that Licensor may assign this Agreement without consent to any of its Affiliates and Licensee may assign this Agreement without consent to an Affiliate that is controlled by Licensee.

9.8. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, both Parties or (b) by a waiver in accordance with Section 9.9.

9.9. Waiver. Either Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other party pursuant hereto or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. No waiver of any representation, warranty, agreement, condition or obligation granted pursuant to this Section 9.9 or otherwise in accordance with this Agreement shall be construed as

a waiver of any prior or subsequent breach of such representation, warranty, agreement, condition or obligation or any other representation, warranty, agreement, condition or obligation. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

9.10. No Third Party Beneficiaries. Except for the provisions of Article VII relating to indemnified parties, this Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied (including the provisions of Article VII relating to indemnified parties), is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

9.11. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of the People's Republic of China (without regard to its conflicts of laws rules that would mandate the application of the laws of another jurisdiction).

9.12. Dispute Resolution. (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (each, a "Dispute"), shall to the extent possible be settled through friendly consultation among the Parties hereto. The claiming Party (the "Claimant") shall promptly notify the other Party (the "Respondent") in a dated written notice that a Dispute has arisen and describe the nature of the Dispute. Any Dispute which remains unresolved within sixty (60) days after the date of such written notice shall be submitted to the China International Economic and Trade Arbitration Commission (the "Commission") to be finally settled by arbitration in Beijing, PRC in accordance with the Commission's then effective rules (the "Rules") and this Section 9.12. The language of the arbitration shall be Mandarin Chinese.

(b) The arbitration tribunal shall consist of three (3) arbitrators. The Claimant shall appoint one (1) arbitrator, the Respondent shall appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall appoint a third arbitrator. If the Claimant and the Respondent fail to appoint one (1) arbitrator, or the two (2) arbitrators appointed fail to appoint the third arbitrator within the time periods set by the then effective Rules, the relevant appointment shall be made promptly by the Commission.

(c) Any award of the arbitration tribunal established pursuant to this Section 9.12 shall be final and binding upon the Parties, and enforceable in any court of competent jurisdiction. The Parties shall use their best efforts to effect the prompt execution of any such award and shall render whatever assistance as may be necessary to this end. The prevailing Party (as determined by the arbitrators) shall be entitled to reimbursement of its costs and expenses, including reasonable attorney's fees, incurred in connection with the arbitration and any judicial enforcement, unless the arbitrators determine that it would be manifestly unfair to honor this agreement of the Parties and determine a different allocation of costs.

(d) The foregoing provisions in this Section 9.12 shall not preclude any Party from seeking interim or conservatory remedies, including injunctive relief, from any court having jurisdiction to grant such relief.

9.13. No Presumption. The Parties acknowledge that each has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

9.14. Specific Performance. The parties hereto acknowledge and agree that irreparable damage would occur if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party hereto may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

9.15. Force Majeure. Neither Party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such Party cannot perform due to hacker attack, fire, flood or other natural disaster, war, embargo, riot or the intervention of any Governmental Authority, provided, however, that the Party so delayed immediately notifies the other Party of such delay. In no event shall such nonperformance by Licensee be excused due to any such event for longer than ninety (90) days.

9.16. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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 agreement.

9.17. Termination of Original Agreement. Each Party agrees that the Original Agreement is hereby terminated as of the Effective Date and shall be of no further force or effect and, for the avoidance of doubt, no provisions of the Original Agreement survive such termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives on the date first set forth above.

SINA.com Technology (China) Co. Ltd.

By: /s/ Charles Chao
Name:
Title:

Shanghai SINA Leju Information Technology Co. Ltd.

By: /s/ Xin Zhou
Name:
Title:

EXHIBIT A
LICENSED SOFTWARE

Advertising Publishing
Content Publishing
Sales Management
Procurement Reimbursement
Financial management
Flow statistics
Monitoring and Censoring

List of Subsidiaries

Subsidiary	Jurisdiction of Organization	Ownership
SINA.com Online	United States of America	100%
Rich Sight Investment Limited	Hong Kong	100%
SINA Hong Kong Limited	Hong Kong	100%
Beijing New Media Information Technology Co., Ltd.	People's Republic of China	100%
SINA.com Technology (China) Co. Ltd.	People's Republic of China	100%
SINA Technology (China) Co. Ltd.	People's Republic of China	100%
SINA(Shanghai) Management Co. Ltd.	People's Republic of China	100%
Beijing SINA Advertising Co. Ltd.	People's Republic of China	100%
Shanghai SINA Advertising Co. Ltd.	People's Republic of China	100%
Fayco Network Technology Development (Shenzhen) Co. Ltd.	People's Republic of China	100%

**Certification by the Chief Executive Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Charles Chao, certify that:

1. I have reviewed this Annual Report on Form 20-F of SINA Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: May 14, 2010

/s/ Charles Chao

Name: Charles Chao

Title: Chief Executive Officer

**Certification by the Chief Financial Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Herman Yu, certify that:

1. I have reviewed this Annual Report on Form 20-F of SINA Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: May 14, 2010

/s/ Herman Yu

Name: Herman Yu

Title: Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of SINA Corporation (the "Company") on Form 20-F for the fiscal year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Charles Chao, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 14, 2010

By: /s/ Charles Chao

Name: Charles Chao

Title: Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of SINA Corporation (the "Company") on Form 20-F for the fiscal year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Herman Yu, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 14, 2010

/s/ Herman Yu

Name: Herman Yu

Title: Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-36246, No. 333-47720, No. 333-107359, No. 333-129460 and No. 333-144890) and Form F-3 (No. 333-163990) of SINA Corporation of our report dated May 14, 2010 relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers Zhong Tian CPAs Limited Company

PricewaterhouseCoopers Zhong Tian CPAs Limited Company

Beijing, the People's Republic of China

May 14, 2010

Consent of Jun He Law offices, PRC Counsel

May 14, 2010

SINA CORPORATION

Dear Sir or Madam:

We hereby consent to references to our name by SINA CORPORATION under the heading “Government Regulation and Legal Uncertainties” and “Organizational Structure” on Form 20-F for year ended December 31, 2009.

Yours faithfully,
For and on behalf of

/s/ Jun He Law Offices

JUN HE LAW OFFICES

Created by Morningstar[®] Document ResearchSM
<http://documentresearch.morningstar.com>