

MARKETING CONSULTING AGREEMENT

THIS MARKETING CONSULTING AGREEMENT (this “Agreement”), dated as of _____, _____, between AAAAA (“Owner”), an equity joint venture established in Shanghai, China, and CCCCC PRC, [] (“Marketing Consultant”).

R E C I T A L S:

1. Owner is an equity joint venture formed pursuant to an Equity Joint Venture Contract dated as of September 18, 2006 (such agreement, as amended and restated, amended and supplemented from time to time, the “Ownership Agreement”). Marketing Consultant has reviewed and is familiar with the terms and requirements of the Ownership Agreement to the extent necessary for Marketing Consultant to perform its duties under this Agreement.
2. Owner is the owner of the land use rights with respect to a certain project site, in the People's Republic of China (“China”), more particularly described in Exhibit A hereto (the “Current Site”), and intends to develop on the Current Site lots for sale or to construct office, retail, industrial, residential or other improvements thereon (the “Current Project”).
3. Owner’s overall plan for development of the Project (including a general description of planned improvements, a budget and a schedule) is referred to herein as a “Development Plan”.
4. Marketing Consultant is experienced in the sales and marketing management of properties similar to the Project.
5. Owner has decided to retain the services of Marketing Consultant to organize, manage, coordinate and administer the sales and marketing activities of the Project.

A G R E E M E N T:

NOW, THEREFORE, for valuable consideration, Marketing Consultant and Owner hereby agree as follows:

1. DURATION AND SCOPE

1.1 Term. The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall continue until terminated pursuant to Articles 1.2, 1.3 and 7.

1.2 Application. Unless stated otherwise, this Agreement shall apply to the Project from the date hereof until the Project Completion Date (defined below) of the Project. The

term “Project Completion Date” shall mean the date on which all the lots, site or other units of the Project have been sold and delivered to the buyers, .

1.3 Sale of Project. If there is a material change in the composition of Owner, or if Owner sells the Project to an unaffiliated third party or abandons or indefinitely suspends development of the Project before the Project Completion Date, either Owner or Marketing Consultant may terminate this Agreement by written notice to the other party. Upon the date of such termination specified in such notice pursuant to this Section 1.3, Owner shall pay to Marketing Consultant: (i) all portions of the Development Fee (defined below) for the Project earned by or payable to Marketing Consultant as of such date plus (ii) all Reimbursable Expenses (defined below) attributable to the Project owed by Owner to Marketing Consultant.

2. APPOINTMENT AND GENERAL OBLIGATIONS OF MARKETING CONSULTANT

2.1 Appointment. Owner engages Marketing Consultant to oversee, coordinate, manage and direct the marketing of the Project in accordance with the applicable Development Plan. Marketing Consultant accepts such engagement pursuant to the terms of this Agreement, and confirms to Owner that Marketing Consultant is experienced in providing services of the nature and scope required by this Agreement.

2.2 Staffing of Project Work. , Marketing Consultant shall provide a project team to perform its duties hereunder (as existing from time to time, a “Project Team”), the members of which shall be employees of Marketing Consultant or an affiliate of Marketing Consultant (except as provided below). Marketing Consultant may designate from time to time one or more individuals (in addition to the members of the Project Team designated as the “Marketing Manager” and “Project Officer”) authorized to act as a representative of Marketing Consultant in performing duties under this Agreement.

Marketing Consultant shall select, employ, pay, supervise and discharge all employees and personnel necessary to coordinate development of the Project (except as provided below). Marketing Consultant may, from time to time upon notice to Owner, make changes in and deletions and additions to the Project Team in its sole discretion, including reduction in the size and responsibilities of the Project Team as appropriate during various phases of development (e.g., “winding down” activities as construction nears completion); provided, however, the Marketing Consultant will not change the Project Officer responsible for a Project without the consent and approval of Owner (which consent will not be unreasonably withheld). Marketing Consultant will, in the hiring of all employees and in retaining independent contractors, use reasonable care to select qualified, competent and trustworthy employees and independent contractors. The selection, terms of employment (including rates of compensation) and termination, and the supervision, training and assignment of duties of all employees of Marketing Consultant engaged in the performance of duties pursuant to this Agreement, shall be the duty and responsibility of and shall be determined solely by Marketing Consultant. All personnel engaged for the performance of Marketing Consultant’s duties under this Agreement shall be employees of Marketing Consultant or its affiliates or employees of third party vendors or service providers, consultants or contractors, and payment of

employee compensation shall be an expense of the applicable employer (except as provided below).

Marketing Consultant shall use reasonable efforts to comply in all material respects, with all applicable laws, rules and regulations concerning worker's compensation, unemployment insurance, hours of labor, wages, working conditions and other employer/employee-related subjects related to Marketing Consultant's employees providing services for Owner pursuant to this Agreement.

Notwithstanding the foregoing, Owner and Marketing Consultant acknowledge that to address applicable law and taxation issues, certain of the personnel necessary to coordinate development of the Project may need to be employed by Owner and not Marketing Consultant (as agreed to by Owner and Marketing Consultant, each acting reasonably). All such personnel shall be identified on a schedule submitted by Marketing Consultant to Owner promptly after the date of this Agreement for Owner's reasonable approval (which schedule may be modified from time to time in writing by submission of such modifications by Marketing Consultant to Owner for Owner's reasonable approval). Personnel identified on such schedule (or any update thereto) approved by Owner are referred to as the "Local Personnel". Owner and Marketing Consultant desire that Owner incur no fees, costs, expenses, burdens, claims, losses or liabilities arising out of or related to employing the Local Personnel that Owner would not have incurred if the Local Personnel were not employed by Owner (individually and collectively, "Excess Local Personnel Liability"), and all Excess Local Personnel Liability shall be the sole responsibility of Marketing Consultant. Notwithstanding anything to the contrary contained herein, Marketing Consultant's assumption of all Excess Local Personnel Liability does not negate the Owner's obligation to pay or reimburse Marketing Consultant for Local Personnel to the extent that Owner would be obligated to pay or reimburse Marketing Consultant for such personnel pursuant to the terms of this Agreement if such Local Personnel were employees of Marketing Consultant instead of employees of Owner ("Owner's Payment Obligation"). Marketing Consultant agrees to indemnify, defend and hold Owner harmless from and against any Excess Local Personnel Liability (subject to the Owner's Payment Obligation). Without limiting the foregoing, Marketing Consultant and Owner agree as follows:

- (a) Marketing Consultant shall select such employees (subject to Owner's reasonable approval);
- (b) Marketing Consultant will supervise and direct such employees in the performance of their duties and Owner agrees to cooperate with such direction or supervision;
- (c) Marketing Consultant shall be responsible for determining the salaries, bonuses and other compensation of such employees and, to the extent such costs are not included in Owner's Payment Obligation, Marketing Consultant shall be responsible for such costs, provided that if any such costs are paid by Owner, then, at Owner's election, they shall be offset against any fees payable to Marketing Consultant hereunder or promptly reimbursed by Marketing Consultant to Owner;

(d) Marketing Consultant shall be responsible for payment of all relevant taxes and social benefits in connection with the Local Personnel, provided that if any such taxes and social benefits are paid by Owner, then, at Owner's election, they shall be offset against any fees payable to Marketing Consultant hereunder or promptly reimbursed by Marketing Consultant to Owner;

(e) Marketing Consultant shall be responsible for obtaining and maintaining the Local Personnel Insurance described in Section 6.2;

(f) Marketing Consultant shall be responsible for compiling all paperwork, forms, documents or other information required to be prepared, maintained or submitted to any person or entity as a result of the employment by Owner of the Local Personnel;

(g) Owner shall not terminate any such employee without Marketing Consultant's consent, which consent shall not be unreasonably withheld. Additionally, Owner will terminate any such employee at the request of Marketing Consultant; however, if Owner desires to retain any such employee's services after a request by Marketing Consultant that such employee be terminated, Marketing Consultant shall have no further responsibility for any such employee under this Agreement.

2.3 Project Contractors and Consultants. Marketing Consultant and Owner acknowledge that a variety of third-party contractors and consultants will be involved with the Project. All of such contractors and consultants (including, for example, third party sales and leasing agents, graphics consultants, event managers, market research companies, and branding consultants) will execute contracts directly with Owner (or the Project architect or general contractor, as hereinafter defined, as the case may be); provided, however, that for contracts to be executed by the Owner, the Owner may direct Marketing Consultant to execute such contracts on behalf of and in the name of Owner. If Owner is named as an insured on any such party's liability insurance policy, Marketing Consultant shall also be named. Marketing Consultant shall make recommendations to Owner on the selection of contractors and consultants in addition to contractors and consultants identified in the Development Plans and shall, on behalf of Owner, negotiate contracts with such consultants for their engagement by Owner.

2.4 Compliance. Marketing Consultant shall use reasonable efforts to abide by and comply with laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any governmental authority with jurisdiction over Marketing Consultant or the Project applicable to performance of Marketing Consultant's obligations under this Agreement (collectively, "Applicable Laws").

To the extent required by applicable law, Marketing Consultant shall comply with the provisions of the Fair Employment Practices Addendum attached as Exhibit B to the extent applicable in China.

2.5 Development Plan. Marketing Consultant shall use reasonable efforts to cause the completion of the sales and marketing of each Project in accordance with the applicable Development Plan and will not deviate in any material respect from the Development Plans without the written consent or approval of Owner. For example, any MATERIAL change in the overall budget or the scope or design of a Project from that provided for in the applicable Development Plan must be approved in writing by Owner.

MARKETING SERVICES

All services provided by Marketing Consultant during the Project called the “Marketing Services.”

2.6 Marketing Services. To the extent contemplated by, or necessary to the development of a Project described in an applicable Development Plan, Marketing Consultant shall perform the following Preconstruction and Marketing Phase Services:

2.6.1 Site Acquisition. Marketing Consultant, as applicable shall:

- (a) Identify potential project site and buildings;
- (b) Negotiate to obtain the applicable development, land use rights or legal title to facilitate the Project;
- (c) Perform legal, architectural, accounting, and other due diligence as necessary to evaluate the opportunity;
- (d) Prepare a Development Plan for consideration of the Project by the Owner.

2.6.2 Sales and Marketing, Strata-Title. For those portions of the Project that shall be sold on a strata-title or unit by unit basis, Marketing Consultant shall: (i) coordinate or conduct market research, (ii) develop an overall marketing program (including use of consultants and outside brokers) for the anticipated marketing and sale of each portion of the Project, as applicable, including developing standard form sales contracts for lot sales or sales of individual units, as applicable, (iii) monitor performance of the marketing and sales program and the costs thereof, and (iv) provide Owner with reports reflecting the progress of sales, the timing of sales compared to the original plan and a comparison of sales and marketing costs compared to those budgeted.

2.6.3 Sales and Marketing, For-Lease. For those portions of the Project that shall be leased and then sold as investments, Marketing Consultant shall: (i) coordinate or conduct market research, (ii) develop an overall marketing program (including use of consultants and outside brokers) for the anticipated marketing and lease and investment sale of each portion of the Project, as applicable, including developing standard form lease and investment sale agreements and negotiating contracts and leases with consultants, brokers and other parties involved in the marketing and leasing of each Project, (iii) monitor performance

of the marketing, leasing and investment sale program and the costs thereof, and (iv) provide Owner with reports reflecting the progress of leasing activity and marketing, the timing of leasing and investment sales compared to the original plan and a comparison of leasing and marketing costs compared to those budgeted.

3. **OWNER'S OBLIGATIONS**

3.1 **Project Information.** To the extent not otherwise included in the applicable Development Plan, upon request from Marketing Consultant, Owner shall provide full information to Marketing Consultant regarding Owner's requirements for a Project, including Owner's objectives, schedule, constraints, special equipment and facility needs, space needs and relationships, site requirements and criteria throughout the development of a Project and shall promptly review all material submitted to it and make decisions in a timely manner to the end of satisfying Owner's budget, scheduling and other objectives.

3.2 **Certain Tests and Services.** As part of the Project Costs, Owner shall pay for all structural, mechanical, chemical, site, traffic, engineering, environmental and other tests, inspections, studies and reports necessary or advisable in connection with the development of a Project, the provision of which shall be coordinated by Marketing Consultant. Owner shall also pay for third party legal, accounting, insurance and other professional services required by Marketing Consultant on Owner's behalf in connection with a Project, and such services shall likewise be coordinated by Marketing Consultant.

3.3 **Coordination through Marketing Consultant.** Owner shall cause all instructions regarding sales and marketing from Owner to Project consultants or parties providing labor, equipment, materials or services in connection with sales and marketing of a Project to be communicated and coordinated solely through Marketing Consultant to the end of providing consistent instructions and communications. It is essential to the construction process that Marketing Consultant be the sole point of contact and conduit of all sales and marketing information and instructions between Owner and Owner's contractors and consultants. Accordingly, Owner agrees that Marketing Consultant shall be Owner's representative for such purpose and shall be so designated for all contracts for a Project, including the contracts with the Contractor, the Project Architect and any other consultants. Owner shall designate Marketing Consultant as the party to receive communications and documents from other parties involved in a Project, with copies to Owner of material notices such as default, litigation and similar notices. Owner may have a representative attend any meetings with such parties and, after first coordinating with Marketing Consultant, make any inquiries of such parties.

Marketing Consultant acknowledges and agrees that it shall be the role and duty of Owner's Representative to generally supervise the performance of Marketing Consultant under this Agreement. Marketing Consultant shall cooperate with Owner's Representative in performing Marketing Consultant's duties and obligations under this Agreement. Marketing Consultant further acknowledges and agrees that Owner shall set policy and establish objectives with respect to development of a Project (*e.g.*, the matters contained in the applicable Development Plan), and Marketing Consultant shall perform all services under this Agreement in accordance with such policies and objectives;

however, Marketing Consultant shall not be bound by any policy and objectives established after the date of the Development Plan unless Marketing Consultant receives written notice thereof, and Owner shall pay all costs and expenses incurred by Marketing Consultant (or others) with respect to a Project as a result of any such changes instituted by Owner. Marketing Consultant may rely on the Owner's Representative's instructions regarding what rights and duties of Owner have been delegated to the Owner's Representative. Owner (or Owner's Representative, on behalf of Owner) shall assign a representative experienced and knowledgeable in the development of buildings similar to a Project in order to assure that informed and appropriate decisions are promptly made and conveyed to Marketing Consultant.

3.4 Project Obligations. Owner assumes all obligations of Marketing Consultant under any written contracts or other agreements or documents which are entered into by Marketing Consultant at the written authorization or direction of Owner or which are entered into in good faith by Marketing Consultant pursuant to a Development Plan or this Agreement for items or services included in a Project Budget. Except as specifically required in this Agreement, Owner shall pay all project costs incurred in the acquisition and development of each Project, including those costs provided for or described in the applicable Development Plan. Project costs shall include all amounts payable (i) to third parties with respect to the Project, including amounts incurred pursuant to contracts or agreements entered into in accordance with this Agreement, (ii) fees due to Marketing Consultant pursuant to this Agreement, and (iii) reimbursement to Marketing Consultant for costs of all offices and office supplies and equipment (including computers and computer-related costs) for offices opened or operated by Marketing Consultant to perform its obligations under this Agreement, not to exceed one-half of one percent (0.5%) of the total budgeted costs for the Project per annum.

4. COMPENSATION

In consideration of the performance by Marketing Consultant of its obligations under this Agreement, Marketing Consultant shall receive the following compensation (collectively, the "Sales and Marketing Fees").

5.1 Leasing Fees. The Owner agrees to pay the Marketing Consultant a leasing fee ("**Leasing Fee**") in an amount equal to (x) with respect to residential rental space, one month of gross rent for any new lease, and one-half of one month of gross rent for any renewal of a lease, and (y) with respect to office, industrial and retail space, in an amount equal to four percent (4%) of the gross rent payable pursuant to the terms of the lease for the first ten (10) years of the term of the lease plus two percent (2%) of the gross rent payable pursuant to such lease for the remainder of the term of such lease; provided, however, that if the tenant under such lease is represented by a broker (other than Marketing Consultant) to whom the Owner is required to pay a fee or commission, then the amount payable as a Leasing Fee to the Marketing Consultant shall be reduced by one-half (50%) of the amount calculated to be due as stated above. If Owner (or Marketing Consultant on behalf of Owner) engages a third party broker, then the Leasing Fee shall be shared with such third party broker as provided in the agreement with the third party broker (and, to the extent customary in the market, the Owner may pay such third party broker a draw prior to earning any fees, which draw will be offset against fees owed to such broker). Unless otherwise agreed in writing, leasing commissions shall be payable one-half (1/2) at lease

execution and one-half (1/2) at commencement of the lease term. If market rate commissions change significantly, then such Leasing Fee shall be re-examined and adjusted by Owner and Marketing Consultant as necessary. All marketing costs incurred in connection with the promotion of the lease of all Project covered by this Agreement, shall be the responsibility of the Owner. The Marketing Consultant shall comply with all licensing requirements that may apply under local law in order to earn the Leasing Fee. The Leasing Fee shall be calculated in US Dollars, but, at Marketing Consultant's election, may be paid in RMB based upon the applicable Exchange Rate at the time of payment.

5.2 Sales Commissions. Marketing Consultant shall be entitled to a sales commission ("Sales Fee") for the sale of undeveloped residential land, lots for residential use, homes or houses and other residential property sales equal to one and one-quarter percent (1.25%) [or 1.21035%] of the gross sales price for such property or interests therein. The Sales Fee shall be payable at the time of closing of the purchase and sale agreement for the applicable sale. For the purposes of this agreement, closing shall mean once the purchase and sale agreement is fully executed and funds have transferred from buyer to Owner. . No Sales Fee shall be payable for sales of office, industrial or retail property. Marketing Consultant shall be entitled to reimbursement for third-party out-of-pocket marketing costs incurred in connection with the promotion of sales contemplated by this Section 5.2. Marketing Consultant shall not be entitled to reimbursement of its own costs (including overhead) incurred in connection with earning the Sales Fee. The Sales Fee shall be calculated in US Dollars, but, at Owner's election, may be paid in RMB based upon the applicable Exchange Rate at the time of payment.

5.3 Disposition Fee . The Owner agrees to pay to Marketing Consultant a disposition fee ("Disposition Fee") on the closing of the sale, exchange or other transfer of each improved property (but not property for which a Sales Commission is paid under Section 5.2) to a third-party purchaser in an amount equal to the product of (x) the Fee Percentage (identified below) for each component of the Sales Price (identified below), multiplied by (y) each applicable component of the gross sales price obtained by the Owner described below.

The Marketing Consultant shall be reimbursed for all actual third-party out-of-pocket costs for marketing materials, photocopying, express mail and other marketing costs incurred in connection with the promotion of the sale of each Project; provided, however, that such reimbursement for marketing costs under this Section 5.4 shall not exceed US\$KKKK with respect to any Project or group of projects being marketed in a single transaction. The Marketing Consultant shall not be entitled to reimbursement for any of its own costs incurred in connection with earning the Disposition Fee, including overhead. The Disposition Fee shall be calculated in US Dollars, but, at Owner's election, may be paid in RMB based upon the applicable Exchange Rate at the time of payment.

<u>Sales Price for each Project</u>	<u>Fee Percentage</u>

5.4 Acquisition Fee. In the case of portions of the Project that are sold prior to start of construction, no Sales or Marketing Fees shall be paid except that Owner agrees to pay Marketing Consultant a one-time acquisition fee (the “Acquisition Fee”) as follows.

<u>Allocated portion of initial acquisition cost</u>	<u>Fee Percentage</u>

5.5 Method of Payment of Fees and Commissions. The fees and other sums payable pursuant to this Article 5 shall be made when due as provided herein and, until written notice to the contrary is given to Owner, made by check (or wire transfer) sent to the address or account specified by Marketing Consultant in its written invoice.

5.6 Currency and Allocation of Fees Notwithstanding the foregoing provisions, the Marketing Consultant may cause an allocable portion of the fees payable in U.S. Dollars to instead be paid in RMB (based upon the Exchange Rate as of the date of such payment); provided, however, that all fees shall be calculated in U.S. Dollars.

4.7 Included Expenses. The Sales and Marketing Fees shall be deemed to cover all general overhead, office costs and expenses, personnel costs and other expenses of Marketing Consultant in performing its duties under this Agreement, and such items shall be borne by the Marketing Consultant out of the Total Consulting Fee, without any obligation upon the Owner to reimburse the Marketing Consultant therefor or to pay the Marketing Consultant any amount with respect thereto (other than the aforesaid Total Consulting Fee), including the following costs and expenses to the extent incurred at the Project or regional level.

(a) salaries, bonuses and other compensation of all employees of the Marketing Consultant, including conceptual construction personnel of Marketing Consultant (except as provided in Section 5.2(i)), and the salaries and compensation paid to Marketing Consultant personnel who are on-site members of Project Teams, including all base salaries, paid or accrued year-end and performance bonuses, burdens and benefits;

(b) other than Project Office expense reimbursed by Owner as part of project costs as provided in Section 2.4, rent and other operating

expenses for offices of the Marketing Consultant used in performing obligations hereunder;

(c) other than Project Office expense reimbursed by Owner as part of project costs as provided in Section 2.4, Marketing Consultant's office equipment and supplies;

(d) other than Project Office expense reimbursed by Owner as part of project costs as provided in Section 2.4, acquisition, repair and maintenance of office macCCCCC;

(e) other than Project Office expense reimbursed by Owner as part of Project Costs as provided in Section 2.4, postage, delivery charges, telephone service and long-distance charges, and other common office and operating expenses;

(f) Marketing Consultant's costs of reproductions of plans, specifications, surveys and site plans performed by Marketing Consultant (as opposed to copies, prints and reproductions by consultants and other third party contractors);

(g) other than Project Office expense reimbursed by Owner as part of project costs as provided in Section 2.4, charges for computer hardware, software, training and services for preparation of schedules (except for schedules prepared by third parties) and other work, and reports, including costs of required reporting formats; however, it is agreed that Sun Software available to Marketing Consultant shall be used for the Project unless otherwise agreed in writing by Owner and Marketing Consultant; provided further, however, that at the end of the Term of this Agreement, any hardware and equipment purchased with Owner's funds expressly provided for each purpose pursuant to Project Cost Budgets for items referred to in this paragraph (as opposed to items bought by Marketing Consultant from its own funds or out of the Development Fee) shall be turned over to Owner in its project management office at the appropriate Project;

(h) customary hourly charges to the Project by conceptual construction personnel employed by Marketing Consultant or its affiliates.

(i) other than Project Office expense reimbursed by Owner as part of Project Costs as provided in Section 2.4, all other costs of Marketing Consultant's business operations related to development of the Project or performance of Marketing Consultant's duties under this Agreement.

4.8 Owner's Payments. Notwithstanding any provision herein to the contrary, the Sales and Marketing Fees shall not cover, and in no event is Marketing Consultant obligated to pay from any of its own funds (and accordingly, Owner shall pay), the following items (including without

limitation any such items incurred during preconstruction and prior to the date the applicable Project is added to this Agreement):

- (a) cost of labor and materials incorporated in any improvements, including, without limiting the generality of the foregoing, all contract prices of contractors and suppliers under contracts with or on behalf of the Owner;
- (b) architectural and engineering fees to architects and engineers under contracts with or on behalf of the Owner;
- (c) costs of reproductions of plans and specifications and surveys charged by parties other than Marketing Consultant;
- (d) accountants' fees and attorneys' fees; and fees paid for computer services for preparation of critical path method studies and other similar work;
- (e) fees and reimbursable expenses paid to consultants, including landscape architects, design consultants and other outside consultants;
- (f) costs of acquiring the Site, transferable development rights and other development costs which are Project Costs;
- (g) the sales and leasing-related marketing costs and other expenses related to the initial lease-up or sales of a Project, including payment (as part of Project Costs) for models, marketing center space and operation, brochures, booklets, mailings, promotional activities and other costs of marketing of a Project and which are included in a Project Cost Budget for marketing and promotional expenses; provided, however, the marketing costs payable by Owner related to sales contemplated by Section 5.6 are subject to the limitations in Section 5.6;
- (h) the Project office expense reimbursed by Owner as part of project costs as provided in Section 2.4;
- (i) out-of-pocket travel costs (including without limitation, airfare, lodging and meals) of Marketing Consultant's (or its affiliates) employees consistent with the approved Project Cost Budget for the applicable Project (such costs to be prorated on an equitable basis among the properties which are the subject of each visit to China);
- (j) all governmental and similar charges, commissions, foreign exchange costs, bank charges, registration fees;
- (k) insurance costs;

(l) any other cost included in a Project Cost Budget which is incurred as part of Project Costs (including preconstruction costs incurred by Marketing Consultant).

If Marketing Consultant pays any of the foregoing from funds other than funds provided by Owner, such expenditures shall be reimbursed by Owner to Marketing Consultant (“Reimbursable Expenses”).

6 INSURANCE AND INDEMNITY

6.1 Insurance by Owner. During the Term of this Agreement, Owner shall obtain and maintain (or cause to be obtained and maintained) the following insurance for each Project subject to this Agreement:

(a) Property Insurance.

- (i) During the time the Project is under construction, Owner shall maintain (or cause the Contractor to maintain) all-risks builder’s risk insurance in an amount equal to the full construction cost of the Project. Flood and earthquake insurance shall be included under the all-risks builder’s risk insurance in amounts reasonably acceptable to Owner to the extent such insurance is available for commercially reasonable amounts and coverage, at commercially reasonable cost, and is customary for the Project’s location.
- (ii) Following Substantial Completion of the Project, Owner shall carry property insurance (as comparable to all-risk property insurance as is available) on a full replacement cost basis, including comprehensive boiler and machinery coverage. Flood and earthquake insurance shall be included under such property insurance in amounts reasonably acceptable to Owner to the extent such insurance is available for commercially reasonable amounts and coverage, at commercially reasonable cost, and is customary for the Project’s location.

(b) Commercial General Liability Insurance. Owner shall maintain Commercial General Liability Insurance, using an occurrence based form, in an amount not less than US\$FFFFFFF each occurrence combined single limit for bodily injury and property damage. Marketing Consultant will be named as an additional insured on Owner’s commercial general liability insurance policy(ies) required herein. Such policy(ies) shall be primary and non-contributory to any insurance otherwise carried by Marketing Consultant (to the extent such endorsement is available).

(c) Non-Occupational Disability Insurance when required by law.

(d) Automobile liability insurance covering owned vehicles (and hired and non-owned vehicles to the extent available), with separate coverage in an

amount not less than 1,000,000 RMB combined single limit for bodily injury and property damage.

Marketing Consultant will be named as an additional insured on all of Owner's liability insurance policies required to be maintained by Owner with respect to the Project. Owner's liability insurance policy and coverage shall be primary (vis-a-vis any insurance carried by Marketing Consultant) as to claims arising out of activities of Marketing Consultant with respect to a Project which are within the scope of Marketing Consultant's duties, obligations and responsibilities under this Agreement.

Marketing Consultant shall notify Owner of any accident, damage or injury claims arising from work on a Project promptly after Marketing Consultant has knowledge of such events.

6.2 Insurance by Marketing Consultant. Throughout the Term of this Agreement, Marketing Consultant shall maintain the following insurance for each Project subject to this Agreement:

- (i) Worker's compensation (or comparable, to the extent available) insurance covering employees of Marketing Consultant at no less than statutory requirements, if any, and employer's liability insurance with a limit of not less than USDDDDDD per accident.
- (ii) Non-Occupational Disability Insurance when required by law.
- (iii) Automobile Liability Insurance (Occurrence Form) covering owned vehicles (and hired and non-owned vehicles to the extent available), with separate coverage in an amount not less than FFFFFFFF RMB per occurrence combined single limit for bodily injury and property damage.
- (iv) Commercial crime (fidelity) coverage in an amount not less than USGGGGG; and
- (v) Errors and Omissions Insurance or Professional Liability Insurance, written on a "claims made" basis, with limits of liability in amounts of US\$FFFFF annual aggregate. Marketing Consultant shall be responsible for payment of all amounts of insured claims up to the amount of the policy deductible for primary coverage. The insurance shall be effective throughout the term of this Agreement and for one (1) year following Substantial Completion of the Project. It is understood that Marketing Consultant may satisfy this insurance requirement by the use of a policy covering other activities of Marketing Consultant. It is also agreed that this requirement may be satisfied by the inclusion of Marketing Consultant as an insured in a project specific errors and omissions or professional liability insurance program as described in Section 2.3 of this Agreement. Upon completion of the Project, or when the Project is deemed substantially complete, Marketing Consultant will have this policy endorsed to provide an extended reporting period of not less than one year, or Marketing Consultant shall

continue to provide such coverage for one year following Substantial Completion of the Project.

In addition, Marketing Consultant shall obtain, for the benefit of Owner, and naming Owner as the named insured, the foregoing insurance listed in subparagraphs (i) through and including (iv) with respect to all Local Personnel (collectively, the “Local Personnel Insurance”). The Local Personnel Insurance policies required herein may not be satisfied with the use of self insurance and/or excess/umbrella insurance policies. If the Local Personnel Insurance is covered under a blanket policy, then Marketing Consultant shall be required to pay any incremental cost incurred for such policy as the result of the fact that the Local Personnel are employees of Owner and not Marketing Consultant. If Marketing Consultant obtains a stand-alone policy for the Local Personnel Insurance, such policy shall be maintained at Marketing Consultant's cost.

6.3 Insurance Standards. The insurance required to be maintained by each party shall be maintained with financially responsible insurance carriers licensed to do business in the location in which the Project is located with each United States insurance carrier having an A.M. Best's Rating of not less than A:VII. Except as provided above with respect to Local Personnel Insurance, each party may carry its insurance as part of a blanket insurance policy and in a combination of primary and umbrella coverage so long as the coverages required hereby are in force. Either Owner or Marketing Consultant may self-insure for workers' compensation insurance and non-occupational disability insurance in accordance with statutory requirements. Marketing Consultant and Owner will provide each other with certificates of insurance or other satisfactory documentation, which evidence that the insurance required under this Agreement is in full force and effect at all times. Policies required to be obtained pursuant to Sections 6.1 and 6.2 must be endorsed to provide that 15 days advance written notice of cancellation, non-renewal or reduction in coverage will be given to each party to the extent such endorsement is available. In addition, Marketing Consultant and Owner will provide the other with certificates of insurance or other satisfactory documentation of insurance coverage at the time of renewal or replacement policy or within fifteen (15) days thereafter.

6.4 Waiver of Claims and Subrogation. Each party waives all claims against the other party, and the affiliates, partners, officers, employees, shareholders and agents of such other party, for all losses, damages, liabilities, costs and expenses on account of fire, accident or other casualty, the cause of which is insured against or which is insurable under a standard “all risks” property insurance policy available in the location in which the applicable Project is located to the extent only such waiver does not negate the property insurance policy for the applicable property. Each party shall require that its property insurance policies maintained with respect to the Project, or property used in connection with the Project, shall contain waivers of subrogation rights against the other party and its affiliates, partners, officers, employees, shareholders and agents, with respect to any claims for which a waiver or release is signed in writing prior to the date of an insured loss to the extent such waiver does not negate any such policy.

6.5 Indemnification of Marketing Consultant. With respect to any liabilities incurred in connection with the Project and for actions taken pursuant to this Agreement, to the extent permitted by applicable law and not reimbursed by Owner's insurance, the Owner shall indemnify, protect, defend (with counsel reasonably acceptable to Marketing Consultant) and save harmless Marketing Consultant and its partners, members, officers, directors, shareholders

and employees, from and against all claims, losses, and liabilities, including, but not limited to, liabilities resulting from damage to property or bodily injury to, or death of, persons, and from and against all reasonable attorneys' fees and expenses in connection therewith, regardless of cause relating to any Project, excluding, however, actions, claims, losses and liabilities for which the Marketing Consultant has indemnity obligations under Section 6.6 hereof. The provisions of this Section shall survive the expiration or termination of this Agreement. Marketing Consultant shall immediately notify the Owner of Marketing Consultant's receipt of knowledge of any claim being made under this Section and comply with Section 9.12 hereof.

6.6 Indemnification of Owner. To the maximum extent permitted by law and subject to the provisions of Section 6.4, Marketing Consultant shall indemnify, hold harmless, protect and defend (with counsel reasonably acceptable to Owner) Owner and its partners and their trustees, partners, members, officers, directors and employees from and against any and all claims, demands, actions, fines, penalties, liabilities, losses, damages, injuries and expenses (including, without limitation, actual attorneys', consultants' and expert witnesses' fees and costs at the pre-trial, trial and appellate levels) (collectively, "Damages") in any manner related to, arising out of or resulting from:

- (a) Any failure of Marketing Consultant to perform its obligations under this Agreement in all material respects; provided that such failure was not caused by Owner or events beyond the reasonable control of Marketing Consultant which excuse performance of obligations as provided in Section 9.13 hereof;
- (b) Any acts of Marketing Consultant beyond the scope of its authority under this Agreement;
- (c) Any gross negligence or willful misconduct of Marketing Consultant in connection with the services performed under this Agreement;
- (d) Any injury, damage or death to Marketing Consultant, its officers, directors, partners, employees, agents and other representatives;
- (e) To the extent caused by an act or omission of Marketing Consultant, any injury, damage or death to any independent contractors of Marketing Consultant; or
- (f) All claims, losses, and liabilities resulting from Marketing Consultant's actual or alleged wrongful termination of employment of any of Marketing Consultant's employees.

The provisions of this Section 6.6 shall survive the expiration or termination of this Agreement.

6.7 Indemnity Not Exclusive. The rights and obligations of indemnity described in this Article shall not be exclusive and shall be in addition to such other rights and obligations as may be otherwise available to either party at law or in equity. The indemnity provisions hereof shall be applied to take into account any concurrent, comparative or contributory negligence of the parties or indemnitees.

6.8 Unavailable Insurance. If insurance policies which satisfy the requirements of this Section 6 are not available in China despite good faith and diligent efforts by the party required to provide such insurance, then the obligation to obtain such insurance shall not apply, but the parties will mutually agree on alternative arrangements.

7 DEFAULT AND TERMINATION

7.1 No Termination of Agreement. Except as expressly permitted under Articles 1.2 and 1.3 and this Article 7, this Agreement may not be terminated by either party.

7.2 Termination by Owner.

- (a) Without Cause. This Agreement may be terminated by Owner without cause at any time upon not less than 30 days' prior written notice to Marketing Consultant if the Owner is dissolved pursuant to its Ownership Agreement. In the event Owner so terminates this Agreement, Marketing Consultant shall be entitled, as its sole and exclusive remedy, to receive all Sales and Marketing Fees earned and unpaid as of the date of termination. In the event of termination pursuant to this Section 7.2(a), Owner may require Marketing Consultant to effect an immediate and orderly transfer of the development consulting of the Project to an agent or agents designated by Owner prior to the effective date of such termination, and in such case Marketing Consultant will continue to provide services under this Agreement as requested by Owner for a period of up to 90 additional days for the same compensation and otherwise on the same terms as provided herein prior to termination. Upon completion of such transfer of development consulting responsibilities, Marketing Consultant shall have no further obligation hereunder (except as otherwise expressly provided herein for obligations accruing prior to termination); provided, however, Marketing Consultant shall be entitled to receive the compensation and reimbursable expenses accrued to the effective date of termination (and during the extended transition period provided for above, if requested by Owner).
- (b) For Cause. This Agreement may be terminated by Owner at any time during the Term hereof upon written notice to Marketing Consultant effective immediately for any of the following causes:
 - (i) If Marketing Consultant commingles any funds derived from the operation of any Project or received for payment of Project Costs with any other funds of Marketing Consultant or uses any material Project assets for purposes unrelated to the development or operations of a Project, or commits any fraud in respect to a Project or this Agreement;
 - (ii) If Marketing Consultant shall suspend or discontinue business;
 - (iii) If a Court having jurisdiction shall enter a decree or order for relief in respect of Marketing Consultant in an involuntary case under applicable bankruptcy laws, as now or hereafter constituted, or any other applicable

bankruptcy, insolvency, or other similar law, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Marketing Consultant or for any substantial part of Marketing Consultant's property utilized in connection with providing services under this Agreement, or for the winding-up or liquidation of its affairs, and such decree or order shall be in effect and not stayed or dismissed for a period of ninety (90) consecutive days;

- (iv) If Marketing Consultant shall commence a voluntary case or action under applicable bankruptcy laws, as now or hereafter constituted, or any other applicable bankruptcy insolvency or other similar law, or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrate (or other similar official) of Marketing Consultant or for any substantial part of its property, or make any assignment for the benefit of creditors, or fail generally to pay its debts as such debts become due, or take action in furtherance of any of the foregoing;
- (v) If Marketing Consultant shall fail to observe or perform any of its material obligations under this Agreement, and such failure shall continue for thirty (30) days after receipt of written notice thereof from Owner (or such longer period as reasonably required to cure such failure provided that Marketing Consultant commences in good faith to perform such obligation and thereafter prosecutes to completion with diligence and continuity the curing thereof and cures such failure within a reasonable period of time, but in no event in excess of a period of one hundred twenty (120) days from the date of the notice); provided, however, that if the breach is of a nature which cannot be corrected, cured or remedied, no 30-day cure period shall be required and Owner's termination shall be effective immediately upon notice (or on the later date stated in such notice);
- (vi) If any fraud is perpetrated by Marketing Consultant, or if during the Term any material representation or warranty of Marketing Consultant made in this Agreement or in any application, request or other writing delivered by Marketing Consultant at any time pursuant to this Agreement is determined by a court of competent jurisdiction to have been materially incorrect, incomplete or misleading in any material respect when made;
- (vii) If Marketing Consultant or any Affiliate of Marketing Consultant defaults on an obligation to Owner under other development consulting agreements, and Owner thereupon elects to terminate a majority of those development consulting agreements with Marketing Consultant or Marketing Consultant's Affiliates which Owner then has the right to terminate without fee or penalty on not more than 30 days' notice (collectively, the "Terminable Affiliate Development Agreements"). For

purposes of this paragraph, "**Affiliate**" or "**Affiliated Person**" means, when used with reference to a specified Person, (a) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person, (b) any Person that is an executive officer of, general partner in or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, (c) any Person that, directly or indirectly, is the owner of 10% or more of any class of equity securities of the specified Person or of which the specified Person is directly or indirectly the owner of 10% or more of any class of equity securities, (d) any parent, child (including children by adoption), brother, sister or spouse of the specified Person or (e) any trust established by the specified Person for the benefit of any such relative or spouse of such Person. "**Affiliate**" or "**Affiliated Person**", when used in reference to CCCCC, includes, without limitation, any CCCCC Affiliate. "**Affiliate**" or "**Affiliated Person**" of the Partnership or a Partner does not include a Person who is a partner in a partnership or a joint venture with the Partnership or any other Affiliated Person if such Person is not otherwise an Affiliate or Affiliated Person of the Partnership or such Partner, except that the direct and indirect constituent owners of interests in CCCCC shall be considered Affiliates of CCCCC. A "majority" of Terminable Affiliate Development Agreements shall mean Terminable Affiliate Development Agreements for properties which comprise in the aggregate more than fifty percent (50%) of the total net rentable area, including the Project, then under development subject to Terminable Affiliate Development Agreements; or

(viii) If Marketing Consultant is at any time no longer affiliated with CCCCC.

Upon the date of any termination pursuant to this Section 7.2(b), Owner shall pay to Marketing Consultant, as its sole and exclusive remedy, (x) all portions of the Development Fee earned by or payable to Marketing Consultant as of such date, less the damages incurred by Owner as a result of Marketing Consultant's breach (subject to the limitations on damages provided for in Section 9.3 of this Agreement) and any other amounts owed to Owner by Marketing Consultant, and (y) all Reimbursable Expenses then due and payable by Owner to Marketing Consultant.

7.3 Termination by Marketing Consultant. Marketing Consultant may, in addition to its other remedies, terminate this Agreement by notice to Owner following the occurrence of one or more of the following: (i) Owner fails to timely pay any sum owed to Marketing Consultant which remains unpaid for more than sixty (60) business days after notice from Marketing Consultant or (ii) Owner breaches any other obligation of Owner under this Agreement which continues for more than one hundred twenty (120) days after notice from Marketing Consultant (plus, in the case of breaches which cannot reasonably be cured within one hundred twenty (120)

days, such additional time as is reasonably required to cure such breach). Upon the date of termination specified in Marketing Consultant's notice, Owner shall pay to Marketing Consultant the accrued unpaid Development Fee due under this Agreement, all Reimbursable Expenses which are accrued but unpaid on the date of termination, together with interest on all sums not paid when due as provided in Section 5.5, and actual damages from Owner's breach.

8 MISCELLANEOUS

8.1 Assignment. Owner may not assign this Agreement. Marketing Consultant may not assign or otherwise transfer all or any portion of its interest in this Agreement or delegate its duties hereunder without the prior consent of Owner, except that Marketing Consultant may assign its interest and delegate its duties hereunder to a corporation, partnership or other entity controlled (directly or indirectly) by Gerald D. CCCCC and/or Jeffrey C. CCCCC.

8.2 No Constraint on Competition; No Partnership. Nothing contained in this Agreement shall be construed as prohibiting or limiting Marketing Consultant or its affiliated companies from developing, constructing, owning, operating, managing or investing in any real estate development, even if the same competes with the Project. Nothing contained in this Agreement shall be construed to create any partnership or joint venture between the parties or to give either party any right to participate in any manner in any other project in which the other party or its affiliated company has an interest.

8.3 Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, the maximum liability and obligation of Marketing Consultant to Owner arising under or in connection with this Agreement, whatever the claim and for any reason (except for any liability and obligation arising under or in connection with this Agreement for Excess Local Personnel Liability, which shall be governed by the immediately following sentence of this paragraph), shall be limited to the combined amount of all Sales and Marketing Fees paid to the Marketing Consultant by Owner to for the Marketing Consultant's services regarding the Project that gives rise to the liability; provided, however, that such limitation shall not apply to any amounts Owner is able to recover under Marketing Consultant's Errors and Omissions or Professional Liability Insurance carried pursuant to Section 6.2(v) hereof or to any Local Personnel Insurance. Notwithstanding anything in this Agreement to the contrary, the maximum liability and obligation of Marketing Consultant to Owner arising under or in connection with this Agreement for Excess Local Personnel Liability shall be limited to USD\$10,000,000.00 in the aggregate.

No partner in Owner nor any trustee, officer, director, employee or agent of any partner in Owner shall be personally liable for any of the obligations of Owner hereunder, and Marketing Consultant shall look solely to the Project for the enforcement of any claims against Owner arising hereunder.

Marketing Consultant acknowledges and agrees that XXXXX is a limited partner in Owner. The Marketing Consultant shall not seek a personal judgment against XXXXX or its trustees, members, directors, officers, employees or agents, in connection with Owner's obligations under this Agreement. Marketing Consultant shall not have any right to seek direct recourse against XXXXX due to Owner's defaults under this

Agreement, and XXXXX' amount at risk shall be limited to XXXXX' indirect interest in the assets of Owner and the income generated therefrom.

8.4 Notices. Any notice or demand provided for in or permitted under this Agreement shall be made in writing, and may be given or served by (i) delivering the same in person, (ii) by delivering the same by receipt-confirmed facsimile transmission, with the original subsequently delivered by recognized overnight courier service, or (iii) by depositing same with a generally recognized overnight courier service. Notice given in any manner shall be effective only if and when received by the party to be notified (or service is refused), but if notice is not received by 5:00 p.m. local time on a business day, such notice will be effective the next business day. For the purpose of notice, the addresses of the Partners shall be, until changed as hereinafter provided, as follows:

If to Marketing Consultant:

with a copy to:

with a copy to:

If to Owner:

with a copy to:

with a copy to:

with a copy to:

Additionally, copies of any notices of default by Owner to Marketing Consultant or Marketing Consultant to Owner shall be provided to the following parties:

8.5 Books and Records. Marketing Consultant shall maintain at a location reasonably accessible by Owner a complete and detailed set of financial books, records and accounts relating to each Project. Owner, upon prior notice, shall have access to such financial books, records and accounts at all reasonable times during regular business hours, and Owner and its representatives may inspect, duplicate and/or audit such financial records at any time at Owner's cost.

Without limiting the generality of the foregoing, Marketing Consultant shall keep all records for the Project at a secure location at its office and shall make them available for inspection by Owner or its authorized representatives at such office during normal business hours. Marketing Consultant shall maintain records relating to Project Costs, vouchers, statements, bills, invoices and all other records and correspondence in connection with the development of the Project. All records shall be maintained on an accrual basis and shall be sufficient to permit the preparation of financial statements in

accordance with generally accepted accounting principles, shall be adequate to provide Owner with all reasonable financial information as may be needed by Owner and shall be supported by sufficient documentation to permit Owner and its auditors to verify that such entries are properly and accurately recorded. Marketing Consultant shall retain the records it is required to maintain hereunder for a period expiring three (3) years after the expiration or earlier termination of this Agreement. Marketing Consultant acknowledges that its obligations pursuant to this Section are in addition to any records that are required to be maintained by Contractor or Owner.

During and for three years after the term of this Agreement, Marketing Consultant shall permit the Owner and Owner's authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at Owner's expense, books and records of Marketing Consultant relating to the Project and Marketing Consultant's performance under this Agreement.

Owner reserves the right for itself and its authorized representatives to inspect, examine and test the construction and development of a Project to ensure compliance with the Contract Documents and applicable laws. Marketing Consultant shall not be responsible for any delays to Project Schedules caused by such inspection, examination or test undertaken by the Owner, or any increases in the Project Cost Budget for a Project resulting from the Owner's recommendations. In connection with any such examination, inspection or test, Marketing Consultant shall make available to Owner and its authorized representatives such facilities and working space within the office space used by Marketing Consultant with regard to a Project as may be reasonably requested by Owner. Owner shall promptly notify Marketing Consultant of any defects in a Project and/or defaults on the part of a Project Architect or Contractor reported to or known by Owner.

8.6 Authority. Each party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement. In performing its duties under this Agreement, Marketing Consultant shall be acting on behalf of Owner and as Owner's representative in connection with the development and construction of the Project.

Marketing Consultant represents and warrants that (a) Marketing Consultant has full power, authority and legal right to execute, deliver and perform this Agreement and to perform all of its obligations hereunder and (b) the execution, delivery and performance of all or any portion of this Agreement do not and will not (i) require any consent or approval from any governmental authority, (ii) violate any provisions of law or any governmental order or (iii) conflict with, result in a breach of, or constitute a default under, the partnership agreement of Marketing Consultant or any instrument to which Marketing Consultant is a party or by which it or any of its property is bound.

8.7 Entire Agreement; Governing Law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the People's Republic of China.

8.8 Severability. If any provision in this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in full force and effect and, to the extent permitted by law, this Agreement shall be interpreted so as to give effect to the original written intent of the parties. If any portion of a provision is held to be unenforceable, the remainder shall be enforced to the maximum extent so as to give effect to the original written intent of the parties.

8.9 Attorneys' Fees. The prevailing party shall be entitled to its reasonable attorneys' fees and court costs in the event any action is brought by either party with respect to this Agreement.

8.10 Successors and Assigns. Subject to Section 8.3, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.11 Counterparts. This Agreement may be executed in separate counterparts.

8.12 Legal Proceedings. The following provisions shall apply with respect to legal proceedings:

- (a) Notice of Commencement of Proceedings. Owner and Marketing Consultant shall forthwith give notice to each other of the commencement of any action, suit or proceeding against Owner, or against Marketing Consultant with respect to the operations of the Project, or otherwise affecting the Project. Marketing Consultant shall send a copy of notice of all legal proceedings to Owner's counsel concurrently with transmission of such notice of Owner.
- (b) Cooperation by Marketing Consultant. Marketing Consultant shall at Owner's expense fully cooperate, and shall cause all of its employees to fully cooperate, in connection with the prosecution or defense of all legal proceedings affecting a Project or the Project or arising in connection with the indemnities provided for in Section 6.5 hereof. Marketing Consultant's duty to cooperate will survive termination of this Agreement.
- (c) Cooperation by Owner. Owner shall at Marketing Consultant's expense fully cooperate, and shall cause all its employees, agents, and representatives to fully cooperate, in connection with the prosecution or defense of all legal proceedings arising in connection with the indemnities provided for in Section 6.6 hereof. Owner's duty to cooperate will survive termination of this Agreement.
- (d) Mutual Waivers of Jury Trial and Certain Damages. Owner and Marketing Consultant each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and all right to receive punitive, exemplary and consequential damages from the other (or any past, present or future board member, trustee, director, officer, employee, agent, representative, or general partner of the other) in any claim, demand, action, suit, proceeding or cause of action in which Owner and Marketing Consultant are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis:

this Agreement; any past, present or future act, omission, conduct or activity with respect to this Agreement; any transaction, event or occurrence contemplated by this Agreement; the performance of any obligation or the exercise of any right under this Agreement; or the enforcement of this Agreement. Owner and Marketing Consultant each agrees that this Agreement constitutes written consent that trial by jury shall be waived in any such claim, demand, action, suit, proceeding or other cause of action pursuant to applicable law and agrees that Owner and Marketing Consultant each shall have the right at any time to file this Agreement with the clerk or judge of any court in which any such claim, demand, action, suit, proceeding or other cause of action may be pending as statutory written consent to waiver of trial by jury in accordance with applicable law.

8.13 Force Majeure. Notwithstanding any provisions of this Agreement apparently to the contrary, Owner and Marketing Consultant shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of such obligation is prevented or delayed, retarded, or hindered by any cause which is beyond the control of the affected party. The affected party shall provide written notice to the other party within a reasonable time after the occurrence of circumstances relied upon and shall use reasonable diligence to remove or overcome such circumstances as quickly as reasonably possible. Such circumstances beyond the control of the affected party shall include strikes, riots, insurrection, fire, natural phenomena, acts of God and prohibitions and other requirements of any governmental authority asserting control or jurisdiction.

8.14 Parties Responsible. No recourse shall be had for any claim relating to this Agreement against any general or limited partner, incorporator, stockholder, officer, director, official, employee or agent of Owner or Marketing Consultant, and it is expressly agreed and understood that the obligations of Owner and Marketing Consultant under this Agreement are solely obligations of the entity constituting the Owner or the Marketing Consultant, and that no personal liability on account of such obligations of the Owner or of the Marketing Consultant shall attach to, or be incurred by, any such general or limited partner, incorporator, stockholder, officer, director, official, employee or agent of the Owner or the Marketing Consultant.

8.15 Exculpation.

- (a) No trustee, officer, director, employee or agent of Owner shall be personally liable for any of the obligations of Owner hereunder, and Marketing Consultant shall look solely to the Project for the enforcement of any claims against Owner arising hereunder.
- (b) Marketing Consultant shall use commercially reasonable efforts to include in each contract or agreement made on behalf of Owner a provision to the effect that the other party to such contract or agreement agrees to look solely to Owner and the Owner's property for satisfaction of any claims against or liability of Owner; and that in no event shall the owner or holder of any direct or indirect ownership interest

in the Owner, nor any member, shareholder, officer, director or other representative of the Owner, have any liability for the obligations of the Owner.

8.16 Dispute Resolution. All disputes, controversies and disagreements arising out of or related to this Agreement which cannot be resolved through consultation and negotiation by the Owner and the Marketing Consultant may be submitted for litigation to a court with due jurisdiction in China.

8.17 Language. This Agreement shall be executed in four originals in English with each party holding two originals.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the day and year first above written.

OWNER: _____;

By:

MARKETING MANGER: _____;
a [_____]

By:

EXHIBIT A

Description of Project Site

EXHIBIT B

Nondiscrimination clause

(For Any Project Located Outside of California)

1. During the performance of this Agreement, Marketing Consultant shall not deny the benefits of this Agreement to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Marketing Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Marketing Consultant shall not discriminate in any manner against any tenant, prospective tenant or entity making inquiry as to the availability of space in a Project on the basis of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex.

3. Marketing Consultant shall give written notice of its obligations under this clause to labor organizations with which Marketing Consultant has a collective bargaining or similar agreement in China.

MARKETING CONSULTING AGREEMENT

between

AAAAA

and

CCCCC PRC

_____, 200_

[Date]

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Exhibits:

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