

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

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**  
(Amendment No. 2)\*

**Home Inns & Hotels Management Inc.**

(Name of Issuer)

**Ordinary Shares, par value \$0.005 per share**

(Title of Class of Securities)

**G6647N108**

(CUSIP Number)

**Ctrip.com International, Ltd.**  
**99 Fu Quan Road**  
**Shanghai 200335**  
**People's Republic of China**  
**Jade Wei +86 21 3406 4880**

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

**May 21, 2009**

(Date of Event Which Requires Filing of this Statement)

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

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

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

SCHEDULE 13D

CUSIP No. G6647N108

1 NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Ctrip.com International, Ltd.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  
(a)   
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

7 SOLE VOTING POWER

0

NUMBER OF  
SHARES

8 SHARED VOTING POWER

BENEFICIALLY

14,400,765 ordinary shares

OWNED BY  
EACH

9 SOLE DISPOSITIVE POWER

REPORTING  
PERSON

0

WITH

10 SHARED DISPOSITIVE POWER

14,400,765 ordinary shares

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

14,400,765 ordinary shares

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.25%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

SCHEDULE 13D

CUSIP No. G6647N108

1 NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

C-Travel International Limited

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  
(a)   
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

7 SOLE VOTING POWER

0

NUMBER OF  
SHARES

8 SHARED VOTING POWER

BENEFICIALLY

11,672,065 ordinary shares

OWNED BY  
EACH

9 SOLE DISPOSITIVE POWER

REPORTING  
PERSON

0

WITH

10 SHARED DISPOSITIVE POWER

11,672,065 ordinary shares

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11,672,065 ordinary shares

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14.79%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

SCHEDULE 13D

CUSIP No. G6647N108

1 NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Ctrip.com (Hong Kong) Limited

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  
(a)   
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Hong Kong SAR, PRC

7 SOLE VOTING POWER

0

NUMBER OF  
SHARES

8 SHARED VOTING POWER

BENEFICIALLY

2,728,700 ordinary shares

OWNED BY  
EACH

9 SOLE DISPOSITIVE POWER

REPORTING  
PERSON

0

WITH

10 SHARED DISPOSITIVE POWER

2,728,700 ordinary shares

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,728,700 ordinary shares

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.46 %

14 TYPE OF REPORTING PERSON (See Instructions)

CO

**Item 1 Security and Issuer.**

This Amendment No. 2 to Schedule 13D is jointly filed by and on behalf of each Reporting Person to amend the Schedule 13D filed December 10, 2008 by such persons with the Securities and Exchange Commission (the "Commission"), as amended and supplemented by Amendment No. 1 thereto filed December 30, 2008 (as amended and supplemented, the "Schedule 13D"), relating to the ordinary shares, par value \$0.005 per share (the "Shares"), of Home Inns & Hotels Management Inc., a Cayman Islands company (the "Company"). Each capitalized term used and not defined herein shall have the meaning assigned to such term in the Schedule 13D. Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged.

**Item 3 Source and Amount of Funds or Other Consideration.**

Item 3 is hereby amended by adding the following paragraph to the end thereof:

As further described in Item 4 below, on May 7, 2009, Ctrip entered into a purchase agreement with the Company to purchase an aggregate of 7,514,503 Shares of the Company (the "Purchase Shares") for an aggregate purchase price of \$50 million through private placement (the "Private Placement") and certain related agreements. Ctrip funded this purchase from its working capital.

**Item 4 Purpose of Transaction.**

Item 4 is hereby amended by adding the following paragraphs to the end thereof:

On May 7, 2009, Ctrip and the Company entered into a purchase agreement whereby Ctrip agreed to purchase the Purchase Shares from the Company (the "Purchase Agreement"). Pursuant to the Purchase Agreement, Ctrip agrees, among other things, that

(1) Lock-up

Without the prior written consent of the Company, Ctrip will not (i) 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 for the sale of, lend or otherwise dispose of or transfer any of the Purchase Shares or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any of the Purchase Shares prior to the date 270 days after May 21, 2009, except to a direct or indirect wholly-owned subsidiary of Ctrip.

(2) Standstill

Without the prior written approval of the Company, Ctrip and its affiliates will not, for a period of 180 days from the date of the Purchase Agreement, acquire more than an additional 5% of the total outstanding Shares of Voting Securities (as defined below) of the Company, calculated on a basis that includes all Shares actually outstanding. "Voting Securities" shall mean the Shares (including Shares represented by the Company's American depositary shares) and any other securities entitled to vote generally for the election of directors of the Company.

Without the prior written approval of the Company, Ctrip will not, and will use its reasonable efforts to cause its affiliates not to, for a period of 18 months from the date of the Purchase Agreement, directly or indirectly, acting alone or with others, assist, support, encourage, finance, participate with or advise any other person's or entity's efforts to:

- (i) propose a merger, business combination, tender or exchange offer, share exchange, recapitalization, consolidation or other similar transaction involving the Company or any of its subsidiaries;
  - (ii) propose or offer to purchase, lease or otherwise acquire all or a substantial portion of the assets of the Company or any of its subsidiaries;
  - (iii) form, join or in any way participate in a "group" (as defined in Section 13(d)(3) of the Exchange Act), or act in concert with any person with respect to the securities of the Company or any of its subsidiaries in an attempt to circumvent the provisions of the Purchase Agreement;
  - (iv) solicit or participate in the solicitation of any proxies or consents with respect to the voting securities of the Company or any of its subsidiaries;
- or
- (v) enter into any substantial discussions or arrangements with any third party with respect to any of the foregoing.

(3) Assignment

Ctrip may assign its rights under the Purchase Agreement to its affiliates without the prior consent of the Company.

In connection with the Purchase Agreement, Ctrip and the Company entered into a registration rights agreement on May 7, 2009 (the "Registration Rights Agreement"), pursuant to which the Company is obligated to file a registration statement with the Commission upon demand by Ctrip, covering the Purchase Shares, the 6,886,262 Shares of the Company held by Ctrip and certain other additional Shares held by Ctrip from time to time.

The foregoing summary descriptions of the Purchase Agreement and the Registration Rights Agreement are qualified in their entirety by reference to the Purchase Agreement attached hereto as Exhibit B and the Registration Rights Agreement attached hereto as Exhibit C, which are incorporated in their entirety herein by reference.

**Item 5 Interest in Securities of the Issuer.**

Item 5 is hereby amended and restated as follows:

The responses of each Reporting Person to Rows (11) through (13) of the cover pages of this Statement are hereby incorporated by reference in this Item 5. The percentage of the class of securities identified pursuant to Item 1 beneficially owned by the Reporting

Persons is based on 71,413,780 Shares outstanding as at March 31, 2009, as contained in the Company's First Quarter of 2009 Financial Results on Form 6-K for the first quarter ended March 31, 2009, furnished to the Commission on May 8, 2009, plus the additional 7,514,503 shares registered for the Private Placement.

Since the Reporting Persons' previous filing on the Schedule 13D on December 30, 2008, the Reporting Persons have purchased an additional 8,213,045 Shares for an aggregate purchase price of \$53,204,225 in the open market and through the Private Placement. Details of the transactions are as follows:

<u>Date of Purchase</u>	<u>Number of Shares Purchased</u>	<u>Price Per Share (\$)</u>
	<u>Ctrip.com International, Ltd.</u>	
	<b>None</b>	
	<u>C-Travel International Limited</u>	
December 30, 2008	17,260	4.27
December 31, 2008	120,000	4.33
March 10, 2009	17,328	4.07
March 11, 2009	30,724	4.27
March 12, 2009	13,000	4.33
March 13, 2009	37,952	4.49
March 16, 2009	154,278	4.65
March 17, 2009	200,000	4.67
March 25, 2009	8,000	4.74
March 26, 2009	20,000	4.96
March 27, 2009	20,000	5.15
March 30, 2009	30,000	4.79
March 31, 2009	30,000	4.86
May 21, 2009	7,514,503	6.6538
	<u>Ctrip.com (Hong Kong) Limited</u>	
	<b>None</b>	

The directors and officers of Ctrip beneficially own an aggregate of 12,631,879 Shares or 16% of the Shares. Except as disclosed in this Statement, no Reporting Person has any contract, arrangement, or understanding of any kind with any of such directors or officers with respect to the Shares, expressly disclaims any direct or indirect beneficial ownership in the Shares owned by such directors and officers, and further disclaims any “group” status with such directors and officers. Such directors and officers expressly disclaim any direct or indirect beneficial ownership in the Shares owned by the Reporting Persons, and further disclaim any “group” status with the Reporting Persons.

Except as disclosed in this Statement, none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto, beneficially owns any Shares or has the right to acquire any Shares.

Except as disclosed in this Statement, none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto, presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Shares which it may be deemed to beneficially own.

Except as disclosed in this Statement, none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto, has effected any transaction in the Shares during the past 60 days.

To the best knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares beneficially owned by any of the Reporting Persons.

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

Item 6 is hereby amended by adding the following at the end thereof:

For a discussion of the Purchase Agreement and Registration Rights Agreement, see Item 4 and Exhibit B and C attached hereto, which are incorporated in their entirety herein by reference.



**Item 7 Material to be Filed as Exhibits**

Item 7 is hereby amended and supplemented as follows:

<u>Exh. No.</u>	<u>Document</u>
A	Agreement among Ctrip.com International, Ltd., C-Travel International Limited and Ctrip.com (Hong Kong) Limited dated December 30, 2008
B	Purchase Agreement between Ctrip.com International, Ltd. and Home Inns & Hotels Management Inc. dated May 7, 2009
C	Registration Rights Agreement between Ctrip.com International, Ltd. and Home Inns & Hotels Management Inc. dated May 7, 2009

**SIGNATURE**

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

Dated: May 21, 2009

**CTRIP.COM INTERNATIONAL, LTD.**

By: /s/ Jane Jie Sun  
Name: Jane Jie Sun  
Title: Chief Financial Officer

**C-TRAVEL INTERNATIONAL LIMITED**

By: /s/ Jane Jie Sun  
Name: Jane Jie Sun  
Title: Director

**CTRIP.COM (HONG KONG) LIMITED**

By: /s/ Jane Jie Sun  
Name: Jane Jie Sun  
Title: Director

**SCHEDULE A****Directors and Executive Officers of Ctrip**

<b>Name</b>	<b>Present Principal Occupation</b>	<b>Business Address</b>	<b>Citizenship</b>
James Jianzhang Liang	Co-founder; Chairman of the Board	99 Fu Quan Road, Shanghai, PRC	USA
Min Fan	Co-founder; Chief Executive Officer; Director	99 Fu Quan Road, Shanghai, PRC	PRC
Jane Jie Sun	Chief Financial Officer	99 Fu Quan Road, Shanghai, PRC	USA
Neil Nanpeng Shen	Co-founder; Director	99 Fu Quan Road, Shanghai, PRC	HK SAR, PRC
Qi Ji	Co-founder; Director	99 Fu Quan Road, Shanghai, PRC	Singapore
Gabriel Li	Deputy Chairman of the Board	99 Fu Quan Road, Shanghai, PRC	USA
JP Gan	Director	99 Fu Quan Road, Shanghai, PRC	USA
Suyang Zhang	Director	99 Fu Quan Road, Shanghai, PRC	PRC
Jianmin Zhu	Senior Vice President	99 Fu Quan Road, Shanghai, PRC	PRC
Tao Yang	Senior Vice President	99 Fu Quan Road, Shanghai, PRC	PRC
Maohua Sun	Vice President	99 Fu Quan Road, Shanghai, PRC	PRC
James Lan Tang	Vice President	99 Fu Quan Road, Shanghai, PRC	PRC
Shaw Xiaoliang Ding	Vice President	99 Fu Quan Road, Shanghai, PRC	PRC
Cindy Xiaofan Wang	Vice President	99 Fu Quan Road, Shanghai, PRC	PRC

Yuxiang Zhuang	Vice President	99 Fu Quan Road, Shanghai, PRC	PRC
Dongjie Guo	Vice President	99 Fu Quan Road, Shanghai, PRC	PRC

**Directors and Executive Officers of C-Travel**

<u>Name</u>	<u>Present Principal Occupation</u>	<u>Business Address</u>	<u>Citizenship</u>
James Jianzhang Liang	Director	99 Fu Quan Road, Shanghai, PRC	USA
Min Fan	Director	99 Fu Quan Road, Shanghai, PRC	PRC
Jane Jie Sun	Director	99 Fu Quan Road, Shanghai, PRC	USA

**Directors and Executive Officers of Ctrip (HK)**

<u>Name</u>	<u>Present Principal Occupation</u>	<u>Business Address</u>	<u>Citizenship</u>
James Jianzhang Liang	Director	99 Fu Quan Road, Shanghai, PRC	USA
Min Fan	Director	99 Fu Quan Road, Shanghai, PRC	PRC
Jane Jie Sun	Director	99 Fu Quan Road, Shanghai, PRC	USA

JOINT FILING AGREEMENT

This will confirm the agreement among the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to beneficial ownership by the undersigned of the ordinary shares, par value \$0.005 per share, of Home Inns & Hotels Management Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k)(1) under the Securities and Exchange Act of 1934, as amended. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Date: December 30, 2008

**CTRIP.COM INTERNATIONAL, LTD.**

By: /s/ Jane Jie Sun  
Name: Jane Jie Sun  
Title: Chief Financial Officer

**C-TRAVEL INTERNATIONAL LIMITED**

By: /s/ Jane Jie Sun  
Name: Jane Jie Sun  
Title: Director

**CTRIP.COM (HONG KONG) LIMITED**

By: /s/ Jane Jie Sun  
Name: Jane Jie Sun  
Title: Director

**PURCHASE AGREEMENT**

This Purchase Agreement (this "Agreement"), dated as of May 7, 2009, is by and between Ctrip.com International, Ltd., a company organized under the laws of the Cayman Islands (the "Purchaser"), and Home Inns & Hotels Management Inc., a company organized under the laws of the Cayman Islands (the "Company"). The Purchaser and the Company are sometimes herein referred to each as a "Party," and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, the Company and the Purchaser desire to provide for the issuance, sale and purchase of the number of ordinary shares of the Company, par value US\$0.005 per share ("Shares") as set forth in Section 1.1, on the terms and conditions set forth in this Agreement; and

WHEREAS, the Company and the Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the issuance, sale and purchase and related transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Purchaser agree as follows:

**ARTICLE I****PURCHASE AND SALE**

**Section 1.1 Issuance, Sale and Purchase of Shares.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties set forth herein, the Company agrees to issue, sell and deliver to the Purchaser, free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, claim or restriction of any kind or nature other than those imposed by the Memorandum and Articles of Association of the Company, and the Purchaser agrees to purchase from the Company, on the Closing Date (as defined below), 7,514,503 Shares (the "Purchase Shares").

**Section 1.2 Purchase Price.** The total consideration payable by the Purchaser to the Company (the "Purchase Price") shall be US\$50,000,000 and shall consist of two payments: (a) US\$20,000,000 on the Closing Date (the "First Payment"), and (b) US\$30,000,000 within 30 calendar days of the Closing Date (the "Second Payment").

**Section 1.3 Closing.**

(a) Upon the terms and subject to the conditions of this Agreement, the closing (the "Closing") of the purchase and sale of the Purchase Shares shall be held at the offices of Shearman & Sterling LLP, 12<sup>th</sup> Floor, Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong, on the fourteenth calendar day following the signing of this Agreement, or any other date and time that is agreed upon in writing by the Company and the Purchaser (the date on which the Closing actually occurs, the "Closing").

Date). At the Closing, (a) the Purchaser shall deliver the First Payment to the Company by wire transfer in immediately available funds, and (b) the Company shall deliver or cause to be delivered to the Purchaser certificate(s) representing the Purchase Shares, registered in the name of the Purchaser (or its nominee), and any and all other documents as may be reasonably requested by Purchaser or required by the laws of the Cayman Islands to effect the issuance and sale of the Purchase Shares and entry into the register of members of the Company. Of the Purchase Shares, 3,005,801 Shares shall be marked as fully paid in the register of members and 4,508,702 Shares shall be marked as unpaid, pending the delivery of the Second Payment.

(b) Within 30 calendar days of the Closing Date, the Purchaser shall deliver the Second Payment to the Company by wire transfer in immediately available funds. Immediately upon receipt of the Second Payment, the Company shall update the register of members to show that all Purchase Shares have been fully paid.

**Section 1.4 Closing Conditions.**

(a) Conditions of the Purchaser for the Closing. The obligation of the Purchaser to purchase and pay for the Purchase Shares as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived by the Purchaser in its sole discretion:

(i) The Registration Rights Agreement between the Company and the Purchaser dated as of the date hereof, substantially in the form attached as Exhibit A hereto (the "Registration Rights Agreement"), shall have been executed and delivered by the Company.

(ii) All corporate and other actions required to be taken by the Company in connection with the issuance and sale of the Purchase Shares shall have been completed.

(iii) The Company shall have provided to the Purchaser a legal opinion of Cayman Islands counsel to the Company dated as of the Closing Date, substantially in the form attached as Exhibit B hereto.

(iv) The representations and warranties of the Company contained in Section 2.1 of this Agreement that are qualified as to materiality or Material Adverse Effect (as defined herein) shall have been true and correct on the date of this Agreement and on and as of the Closing Date, and any representations or warranties not so qualified shall have been true and correct in all material respects on the date of this Agreement and on and as of the Closing Date; and the Company shall have performed and complied in all material respects with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date. As used herein, "Material Adverse Effect" shall mean any event, fact, circumstance or occurrence that, individually or in the aggregate with any other events, facts, circumstances or occurrences, results in or would reasonably be expected to result in a material adverse change in or a material adverse effect on any of (i) the financial condition, assets, liabilities, results of operations, business, or operations of the Company taken as a whole, except to the extent that any such Material Adverse Effect results from (w) changes in the trading price

of the Company's American depositary shares, (x) the public disclosure of the transactions contemplated hereby in accordance with the terms of this Agreement, (y) changes in generally accepted accounting principles that are generally applicable to comparable companies, or (z) changes in general economic and market conditions; or (ii) the ability of the Company to consummate the transactions contemplated by this Agreement and to timely perform its material obligations under this Agreement.

(v) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits, imposes any damages or penalties that are substantial in relation to the Company, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit, impose any damages or penalties that are substantial in relation to the Company, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(b) Conditions of the Company. The obligation of the Company to issue and sell the Purchase Shares to be sold to and purchased by the Purchaser as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Company in its sole discretion:

(i) The Registration Rights Agreement shall have been executed and delivered by the Purchaser.

(ii) All corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Purchase Shares shall have been completed.

(iii) The representations and warranties of the Purchaser contained in Section 2.2 of this Agreement shall have been true and correct in all material respects on the date of this Agreement and on and as of the Closing Date; and the Purchaser shall have performed and complied in all material respects with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(iv) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits, imposes any damages or penalties that are substantial in relation to the Company, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit, impose any damages or penalties that are substantial in relation to the Company, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.



## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1 Representations and Warranties of the Company.** The Company hereby represents and warrants to the Purchaser, as of the date hereof and as of the Closing Date, as follows:

(a) Organization and Authority. The Company is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the Cayman Islands. The Company has all requisite power and authority to carry on its business as it is currently being conducted. The Company has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery by the Company of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of the Company and its shareholders. This Agreement constitutes the valid and legally binding obligations of the Company, enforceable in accordance with its respective terms and conditions, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) Capitalization.

(i) The authorized share capital of the Company consists of 200,000,000 Shares, of which, as of the date of this Agreement, 71,413,780 Shares are issued and outstanding (not including 121,075 restricted shares owned by members of management or 584,648 shares being held in the form of American depository shares for issuance under the Company Stock Plans, as defined below). All issued and outstanding Shares of the Company are validly issued, fully paid and nonassessable. As of the date of this Agreement, no Shares are held in treasury and no Shares are reserved for future issuance except as provided in Employee Stock Option Plan and the 2006 Share Incentive Plan (collectively, the "Company Stock Plans"), the vesting and exercisability of which shall not accelerate due to this Agreement or the Closing. Except for the Company Stock Plans and the Company's zero coupon convertible senior bonds due 2012, there are no options, warrants or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of the Company or any of its subsidiaries or obligating the Company or any of its subsidiaries to issue or sell any shares of capital stock of, or other equity interests in, the Company or any of its subsidiaries. All Shares subject to issuance as aforesaid, upon issuance on the terms and subject to the conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and nonassessable. There are no outstanding contractual obligations of the Company or any of its subsidiaries to repurchase, redeem or otherwise acquire any capital stock of the Company or any of its subsidiaries or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any subsidiary or any other Person. As used herein, "Person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act")), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

(ii) All outstanding Shares and all outstanding awards under the Company Stock Plans and all outstanding shares of capital stock of each of the Company's subsidiaries have been issued and granted in compliance with (i) all applicable Securities Laws and other applicable laws and (ii) all requirements set forth in applicable contracts. Except for the Company's zero coupon convertible senior bonds due 2012, the Company or any of its subsidiaries has not issued any notes, bonds or other debt securities, or any option, warrant or other right to acquire the same, of the Company or any of its subsidiaries. "Securities Laws" means the United States Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, the listing rules of, or any listing agreement with Nasdaq Global Market and any other applicable law regulating securities or takeover matters.

(c) Due Issuance of the Purchase Shares. The Purchase Shares have been duly authorized and, when issued and delivered to and paid for by the Purchaser pursuant to this Agreement, will be validly issued, fully paid and non-assessable and free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, claim or restriction of any kind or nature, except for restrictions arising under the Securities Act and upon delivery and entry into the register of members of the Company will transfer to the Purchaser good and valid title to the Purchase Shares.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the Memorandum and Articles of Association or other constitutional documents of the Company or its subsidiaries or violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental entity or court to which the Company is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, lease, license, instrument, or other arrangement to which the Company is a party or by which the Company is bound or to which any of the Company's assets are subject. There is no action, suit or proceeding, pending or threatened against the Company that questions the validity of this Agreement or the right of the Company to enter into this Agreement or to consummate the transactions contemplated hereby or thereby.

(e) Consents and Approvals. Neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor the performance by the Company of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority or any third party, except such as have been obtained, made or given.

(f) Compliance with Laws. The business of the Company is not being conducted in violation of any law or government order applicable to the Company except for violations which do not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) SEC Filings; Financial Statements.

(i) The Company has filed all forms, reports and documents required to be filed by it with the Securities and Exchange Commission (the “SEC”) since October 26, 2006, including (i) its annual reports on Form 20-F for the fiscal years ended December 31, 2006, 2007 and 2008, respectively, and (ii) all other forms, reports and other registration statements filed by the Company with the SEC since October 26, 2006 (the forms, reports and other documents referred to in clauses (i) and (ii) above being, collectively, the “SEC Reports”). The SEC Reports (i) complied as to form in all material respects with the requirements of the Securities Act, or the Exchange Act, as the case may be, and the rules and regulations promulgated thereunder, 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.

(ii) Each of the consolidated financial statements (including, in each case, any notes thereto) contained in the SEC Reports was prepared in accordance with United States generally accepted accounting principles (“GAAP”) applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and each fairly presents, in all material respects, the consolidated financial position, results of operations and cash flows of the Company and its consolidated subsidiaries as at the respective dates thereof and for the respective periods indicated therein (subject, in the case of unaudited statements, to normal year-end adjustments which would not have had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect).

(iii) Except as and to the extent set forth on the audited consolidated balance sheet of the Company and the consolidated subsidiaries as at December 31, 2008, including the notes thereto (the “Balance Sheet”), neither the Company nor any subsidiary has any liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) that would be required to be disclosed in accordance with GAAP, except for liabilities and obligations, incurred in the ordinary course of business consistent with past practice since December 31, 2008, which would not, individually or in the aggregate, prevent or materially delay consummation of any of the transactions or otherwise prevent or materially delay the Company from performing its obligations under this Agreement and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. None of the Company or its subsidiaries is a party to any contract or any commitment providing for an interest rate, currency or commodity swap, derivative, forward purchase or sale or other transaction similar in nature or effect or involving any off-balance sheet financing.

(h) Events Subsequent to Most Recent Fiscal Period. Since December 31, 2008, there has not occurred any Material Adverse Effect or any event, fact, circumstance or occurrence that would reasonably be expected to result in a Material Adverse Effect.

(i) The Company is not a “passive foreign investment company” (a “PFIC”), as defined in the U.S. Internal Revenue Code of 1986, as amended (the “Code”), for the year ended December 31, 2008. The Company has no plan or intention to take any action that would result in the Company becoming a PFIC for the current year or any future year.

(j) Litigation. There are no actions by or against the Company or affecting the business or any of the assets of the Company pending before any governmental authority, or, to the Company's knowledge, threatened to be brought by or before any governmental authority that would reasonably be expected to result in a Material Adverse Effect.

**Section 2.2 Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Purchaser is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the Cayman Islands, with full power and authority to own and operate and to carry on its business in the places and in the manner as currently conducted.

(b) Authority. The Purchaser has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Purchaser pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Consents. Neither the execution and delivery by the Purchaser of this Agreement nor the consummation by it of any of the transactions contemplated hereby nor the performance by the Purchaser of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving of notice to, any governmental or public body or authority or any third party, except as have been obtained, made or given.

(e) No Conflict. Neither the execution and delivery by Purchaser of this Agreement, nor the consummation by it of any of the transactions contemplated hereby, nor compliance by Purchaser with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, Purchaser.

(f) Status and Investment Intent.

(i) Experience. The Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchase Shares. The Purchaser is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(ii) Purchase Entirely for Own Account. The Purchaser is acquiring the Purchase Shares that it is purchasing pursuant to this Agreement for investment for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. The Purchaser does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Shares in violation of the Securities Act or any other applicable state securities law.

(iii) Restricted Securities. The Purchaser acknowledges that the Purchase Shares are “restricted securities” that have not been registered under the Securities Act or any applicable state securities law. The Purchaser further acknowledges that, absent an effective registration under the Securities Act, the Purchase Shares may only be offered, sold or otherwise transferred (i) to the Company, (ii) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (iii) pursuant to an exemption from registration under the Securities Act.

(iv) Information. The Purchaser has been furnished access to all materials such Purchaser has requested relating to the Company and its subsidiaries and other due diligence information and documents, including certain balance sheet and income statement data of the Company on a consolidated basis for the first quarter of 2009, and the Purchaser has been afforded the opportunity to ask questions of and receive answers from representatives of the Company concerning the foregoing, including the terms and conditions of this Agreement. The Purchaser has consulted to the extent deemed appropriate by such Purchaser with such Purchaser’s own advisers as to the financial, tax, legal and related matters concerning an investment in the Purchase Securities and on that basis believes that an investment in the Purchase Securities is suitable and appropriate for such Purchaser.

(v) No Broker. No broker, investment banker or other person is entitled to any broker’s, finder’s or other similar fee or commission in connection with the execution and delivery of this Agreement or the Registration Rights Agreement or the consummation of any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

(g) Financing. The Purchaser has sufficient funds available to it to purchase all of the Purchase Shares pursuant to this Agreement.

### ARTICLE III

#### COVENANTS

**Section 3.1 Lock-Up**. The Purchaser agrees that it will not, without the prior written consent of the Company, (i) 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 for the sale of, lend or otherwise dispose of or transfer any of the Purchase Shares or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any of the Purchase Shares prior to the date 270 days after the Closing Date, except to a direct or indirect wholly-owned subsidiary of the Purchaser that shall be bound by this Agreement as if such subsidiary were a party (“Related Transferee”).

**Section 3.2 Standstill.**

(a) The Purchaser hereby agrees that, without the prior written approval of the Company, the Purchaser and its affiliates will not, for a period of 180 days from the date of this Agreement, acquire more than an additional 5% of the total outstanding Shares of Voting Securities (as defined below) of the Company, calculated on a basis that includes all Shares actually outstanding. “Voting Securities” shall mean the Shares (including Shares represented by the Company’s American depositary shares) and any other securities entitled to vote generally for the election of directors of the Company. For the avoidance of doubt, the Purchase Shares acquired by the Purchaser on the Closing Date are not “additional” Shares for purposes of this section 3.2(a).

(b) The Purchaser hereby agrees that, without the prior written approval of the Company, the Purchaser will not, and will use its reasonable efforts to cause its affiliates not to, for a period of 18 months from the date of this Agreement, directly or indirectly, acting alone or with others, assist, support, encourage, finance, participate with or advise any other person’s or entity’s efforts to:

(i) propose a merger, business combination, tender or exchange offer, share exchange, recapitalization, consolidation or other similar transaction involving the Company or any of its subsidiaries;

(ii) propose or offer to purchase, lease or otherwise acquire all or a substantial portion of the assets of the Company or any of its subsidiaries;

(iii) form, join or in any way participate in a “group” (as defined in Section 13(d)(3) of the Exchange Act), or act in concert with any person with respect to the securities of the Company or any of its subsidiaries in an attempt to circumvent the provisions of this Agreement;

(iv) solicit or participate in the solicitation of any proxies or consents with respect to the voting securities of the Company or any of its subsidiaries;

or

(v) enter into any substantial discussions or arrangements with any third party with respect to any of the foregoing.

**Section 3.3 Further Assurances.** From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with Section 5.2, the Parties shall use their best efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated hereby.

**Section 3.4** Between the date of this Agreement and the Closing, the Company and its subsidiaries shall operate their respective businesses only in the ordinary course consistent with past practice.

## ARTICLE IV

### ADDITIONAL AGREEMENTS

#### **Section 4.1** Rights to Purchase New Voting Securities.

(a) For a period of 180 days beginning from the date of this Agreement, in the event that the Company proposes to issue new Voting Securities, the Purchaser shall have the right to purchase, in lieu of the Person to whom the Company proposed to issue such new Voting Securities, in accordance with paragraph (b) below, a number of shares of new Voting Securities equal to the product of (i) the total number or amount of shares of new Voting Securities which the Company proposes to issue at such time and (ii) a fraction, the numerator of which shall be the total number of Purchase Shares which the Purchaser owns at such time, and the denominator of which shall be the total number of Shares of the Company then outstanding (prior to the issuance of new Voting Securities). The rights given by the Company under this Section 4.1(a) shall terminate if unexercised within ten (10) days after receipt of the Notice of Issuance referred to in paragraph (b) below.

(b) For a period of 180 days beginning from the date of this Agreement, in the event that the Company proposes to undertake an issuance of new Voting Securities, it shall give written notice (a "Notice of Issuance") of its intention to the Purchaser, describing all material terms of the new Voting Securities, the price and all material terms upon which the Company proposes to issue such new Voting Securities. The Purchaser shall have ten (10) days from the date of the Notice of Issuance to agree to purchase its *pro rata* share of such new Voting Securities (as determined pursuant to paragraph (a) above) for the same consideration and otherwise upon the terms specified in the Notice of Issuance by giving written notice to the Company, and stating therein the quantity of new Voting Securities to be purchased by the Purchaser. Upon the expiry of such ten (10) day period, if the Purchaser has not provided such written notice to the Company it shall be deemed to have refused to participate in the offering of new Voting Securities and the Company may issue such new Voting Securities to any other Person, as determined by the Company's board. The Company shall take all steps necessary to include the provisions of this Section 4.1 in the Memorandum and Articles of Association of the Company as soon as reasonably practicable after the date of this Agreement.

## ARTICLE V

### INDEMNIFICATION

**Section 5.1** Indemnification. Each of the Company and the Purchaser (an "Indemnifying Party") shall indemnify and hold each other and their directors, officers and agents (collectively, the "Indemnified Party") harmless from and against any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever, including but not limited to any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding, but excluding consequential damages, special or incidental damages, indirect damages, punitive

damages, lost profits, and diminution in value (collectively, “Losses”) resulting from or arising out of: (i) the breach of any representation or warranty of such Indemnifying Party contained in this Agreement or in any schedule or exhibit hereto; or (ii) the violation or nonperformance, partial or total, of any covenant or agreement of such Indemnifying Party contained in this Agreement for reasons other than gross negligence or willful misconduct of such Indemnified Party. Notwithstanding the foregoing, the Indemnifying Party shall have no liability (for indemnification or otherwise) with respect to any Losses in excess of the aggregate total of the Purchase Price. In calculating the amount of any Losses of an Indemnified Party hereunder, there shall be subtracted the amount of any insurance proceeds and third-party payments received by the Indemnified Party with respect to such Losses, if any.

**Section 5.2 Notice of Claims; Procedures.** If an Indemnified Party makes any claim against an Indemnifying Party for indemnification, the claim shall be in writing and shall state in general terms the facts upon which such Indemnified Party makes the claim. In the event of any claim or demand asserted against an Indemnified Party by a third party upon which the Indemnified Party may claim indemnification, the Indemnifying Party shall give written notice to the Indemnified Party within 30 days after receipt from the Indemnified Party of the claim referred to above, indicating whether such Indemnifying Party intends to assume the defense of the claim or demand. If an Indemnifying Party assumes the defense, such Indemnifying Party shall have the right to fully control and settle the proceeding, provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed. If the Indemnifying Party elects not to assume the defense or fails to make such an election with the 30-day period, the Indemnified Party may, at its option, defend, settle, compromise or pay such action or claim; provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

**Section 5.3 Basket and Cap.** Notwithstanding anything to the contrary in this Agreement, except in the case of fraud or willful misconduct, (i) the Indemnifying Party shall not be obligated to indemnify an Indemnified Party under Section 5.1, except if and to the extent that the aggregate Losses incurred by the Indemnified Party as a result of all Losses that would otherwise be subject to indemnification under Section 5.1 exceeds the sum of US\$500,000 (the “Basket Amount”), and then such Indemnified Party shall be entitled to indemnification only for the portion of its Losses that exceeds the Basket Amount, (ii) the Indemnifying Party shall not be responsible for indemnifying any Indemnified Party for any individual claims where the Losses relating thereto are less than US\$50,000 and such items shall not be aggregated for purposes of clause (i) above, and (iii) the aggregate Liability of the Indemnifying Party to the Indemnified Party for indemnification under this Section 5.1 shall be limited to the Purchase Price.

**Section 5.4 Third Party Claims.**

(a) If any third party shall notify any Indemnified Party in writing with respect to any matter involving a claim by such third party (a “Third Party Claim”) which such Indemnified Party believes would give rise to a claim for indemnification against the Indemnifying Party under this Article IV, then the Indemnified Party shall promptly (i) notify the Indemnifying Party thereof in



writing within thirty (30) days of receipt of notice of such claim and (ii) transmit to the Indemnifying Party a written notice (“Claim Notice”) describing in reasonable detail the nature of the Third Party Claim, a copy of all papers served with respect to such claim (if any), and the basis of the Indemnified Party’s request for indemnification under this Agreement; provided, however, that no delay on the part of the Indemnified Party in so notifying the Company shall relieve the Company of any obligation under Section 5.1 with respect thereto unless (and then solely to the extent) the Company is prejudiced thereby.

(b) Subject to Section 5.4(d) below, upon receipt of a Claim Notice with respect to a Third Party Claim, the Indemnifying Party shall have the right to assume the defense of any Third Party Claim by notifying the Indemnified Party in writing that the Indemnifying Party elects to assume the defense of such Third Party Claim, and upon delivery of such notice by the Indemnifying Party, the Indemnifying Party shall have the right to defend such Third Party Claim with counsel, selected by it, who is reasonably satisfactory to the Indemnified Party, by all appropriate proceedings, which proceedings shall be prosecuted actively and diligently by the Indemnifying Party to a final conclusion or settled. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to consent to the entry of a judgment or enter into any compromise or settlement with respect to such Third Party Claim without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld).

(c) If requested by the Indemnifying Party, the Indemnified Party agrees, at the sole cost and expense of the Indemnifying Party, to cooperate with the Indemnifying Party and its counsel in contesting any Third Party Claim which the Indemnifying Party elects to contest, including the making of any related counterclaim against the Person asserting the Third Party Claim or any cross complaint against any Person. The Indemnified Party shall have the right to receive copies of all pleadings, notices and communications with respect to any Third Party Claim, other than any privileged communications between the Indemnifying Party and its counsel, and shall be entitled, at its sole cost and expense, to retain separate co-counsel and participate in, but not control, any defense or settlement of any Third Party Claim assumed by the Indemnifying Party pursuant to Section 5.4(b); provided, however, if, based on written advice of counsel, the Indemnified Party concludes that there is a reasonable likelihood of a conflict of interest between the Indemnifying Party and the Indemnified Party with respect to such Third Party Claim, the Indemnifying Party shall bear the reasonable costs and expenses of one counsel to the Indemnified Party in connection with such defense.

(d) If (i) the Indemnifying Party fails to notify the Indemnified Party within the thirty (30) days after receipt of any Claim Notice that the Indemnifying Party elects to assume the defense of any Third Party Claim pursuant to Section 5.4(b), (ii) the Indemnifying Party elects to assume the defense of any Third Party Claim pursuant to Section 5.4(b) but fails to diligently prosecute or settle such Third Party Claim, (iii) the Indemnifying Party and the Indemnified Party are parties to the same proceeding (or, assuming the veracity of the facts alleged by the party bringing the Third Party Claim, the Indemnifying Party and the Indemnified Party may become parties to the same proceeding) and the Indemnified Party determines in good faith that a conflict of interest exists between the Indemnifying Party and the Indemnified Party, (iv) the Indemnified Party determines in good faith that there is a reasonable possibility that it will be prejudiced in any material respect beyond the ambit of such Third Party Claim by the Indemnifying Party’s control of the defense and proceedings with respect to any Third Party Claim, or (v) such Third Party Claim is a

claim by a governmental tax authority, then (A) the Indemnified Party shall have the right to assume full control of the defense and proceedings with respect to such Third Party Claim, and the Indemnified Party may compromise or settle such Third Party Claim without consulting with, or obtaining consent from, the Indemnifying Party in connection therewith (it being understood and agreed that the Indemnifying Party shall not be bound by any such compromise or settlement entered into without its consent) and (B) the Indemnifying Party shall reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third Party Claim (including fees and disbursements of no more than one counsel per jurisdiction (such counsel reasonably acceptable to the Indemnifying Party) reasonably incurred in connection with such Third Party Claim). The Indemnified Party shall have full control of such defense and proceedings, although the Indemnifying Party shall be entitled to participate in any defense or settlement controlled by the Indemnified Party pursuant to this Section 5.4(d) at its sole expense. Any compromise or settlement of a Third Party Claim effected by the Indemnified Party without the Indemnifying Party's consent shall not be dispositive of the amount of any Losses with respect to such Third Party Claim.

(e) In the event any Indemnified Party should have a claim against the Indemnifying Party hereunder which does not involve a Third Party Claim, the Indemnified Party shall promptly transmit to the Indemnifying Party a written notice (the "Indemnity Notice") describing in reasonable detail the nature of the claim, the Indemnified Party's best estimate of the amount of Losses attributable to such claim and the basis of the Indemnified Party's request for indemnification under this Agreement; provided that no delay on the part of the Indemnified Party in delivering the Indemnity Notice pursuant to this Section 5.4(e) shall relieve the Indemnifying Party of any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is prejudiced thereby. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days from its receipt of the Indemnity Notice that the Indemnifying Party disputes such claim (the "Dispute Notice"), the Indemnifying Party shall be deemed to have accepted and agreed with such claim.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.1 Survival of the Representations and Warranties.** All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the date hereof, except as to (i) any claims thereunder which have been asserted in writing pursuant to Section 5.1 against the Party making such representations and warranties on or prior to such second anniversary, and (ii) the Company's representations contained in Section 2.1(a), (b) and (c) hereof, each of which shall survive indefinitely.

**Section 6.2 Termination.** This Agreement may be terminated, and the transactions contemplated hereby may be abandoned at any time prior to Closing, (i) by mutual agreement of the Parties, (ii) by any Party in the event that the Closing has not occurred by June 30, 2009 (the "Termination Date"), provided, however, that the right to terminate this Agreement pursuant to this clause (ii) shall not be available to any Party whose willful breach of this Agreement has resulted in the failure of the Closing to occur on or before the Termination Date. Nothing in this Section 6.2 shall be deemed to release any Party from any liability for any breach of this Agreement prior to the effective date of such termination and after the effective date of Article V (Indemnification).

**Section 6.3 Governing Law; Jurisdiction.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof. Each of the Parties hereto (a) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City with respect to all actions and proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, (b) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such courts and agrees not to commence any action or proceeding relating to this Agreement or the transactions contemplated hereby except in such courts, (c) irrevocably appoints Law Debenture Corporate Services Inc. as agent upon whom process may be served in any such action or proceeding (d) irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum, and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**Section 6.4 Amendment.** This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties hereto.

**Section 6.5 Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, each of the Company and the Purchaser and their respective heirs, successors and permitted assigns and legal representatives.

**Section 6.6 Assignment.** Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or the Purchaser without the express written consent of the other Parties, except that the Purchaser may assign all or any of its rights and obligations hereunder to any affiliate of Purchaser without the consent of the other Parties, provided that no such assignment shall relieve the Purchaser of its obligations hereunder if such assignee does not perform such obligations. Any purported assignment in violation of the foregoing sentence shall be null and void.

**Section 6.7 Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the Party or Parties to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery to Federal Express properly addressed or on the day of attempted delivery by the U.S. Postal Service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to Purchaser, at:

Ctrip.com International, Ltd.  
6F, Ctrip Building  
No. 99 Fu Quan Road  
Shanghai 200335, PRC  
Fax: +86-21 6239-8855  
Attn: Jane Jie Sun, CFO

With copy to:

Shearman & Sterling LLP  
12 Floor, Gloucester Tower  
Landmark, 15 Queen's Road Central  
Hong Kong  
Fax: +852 2978-8099  
Attn: Gregory D. Puff

If to the Company, at:

Home Inns & Hotels Management Inc.  
No. 124 Cao Bao Road  
Xu Hui District  
Shanghai 200235, PRC  
Fax: +86-21 6483-5665  
Attn: May Wu, CFO

With copy to:

Latham & Watkins LLP  
41st Floor, One Exchange Square  
8 Connaught Place, Central  
Hong Kong  
Fax: +852 2522-7006  
Attn: David T. Zhang

Any Party may change its address for purposes of this Section 6.7 by giving the other Parties hereto written notice of the new address in the manner set forth above.

**Section 6.8 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters covered hereby, and all prior agreements and understandings, oral or in writing, if any, between the Parties with respect to the matters covered hereby are merged and superseded by this Agreement.

**Section 6.9 Severability.** If any provisions of this Agreement shall be adjudicated to be illegal, invalid or unenforceable in any action or proceeding whether in its entirety or in any portion, then such provision shall be deemed amended, if possible, or deleted, as the case may be, from the Agreement in order to render the remainder of the Agreement and any provision thereof both valid and enforceable, and all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

**Section 6.10 Fees and Expenses.** Except as otherwise provided in this Agreement, the Company will bear all expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**Section 6.11 Public Announcements.** None of the Parties 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 Purchaser and the Company unless otherwise required by Securities Law or other applicable law, and the Parties to this Agreement shall cooperate as to the timing and contents of any such press release, public announcement or communication.

**Section 6.12 Specific Performance.** The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement were 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 equity.

**Section 6.13 Headings.** The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

**Section 6.14 Execution in Counterparts.** For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

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

Ctrip.com International, Ltd.

By: /s/ Min Fan

Name: Min Fan

Title: Chief Executive Officer

Home Inns & Hotels Management Inc.

By: /s/ David Jian Sun

Name: David Jian Sun

Title: Chief Executive Officer

**[SIGNATURE PAGE TO PURCHASE AGREEMENT]**

REGISTRATION RIGHTS AGREEMENT

**THIS REGISTRATION RIGHTS AGREEMENT** (the “**Agreement**”) is made and entered into as of May 7, 2009, by and among Home Inns & Hotels Management Inc., a Cayman Islands company (the “**Company**”) and Ctrip.com International, Ltd., a Cayman Islands company (the “**Purchaser**”). Terms used but not otherwise defined herein shall have the meanings assigned to them in that certain Purchase Agreement dated as of May 7, 2009 (the “**Purchase Agreement**”) by and between the Company and the Purchaser.

RECITALS

WHEREAS, the Company and the Purchaser have entered into the Purchase Agreement, pursuant to which the Company will issue and sell and the Purchaser will purchase, 7,514,503 ordinary shares of the Company, par value US\$0.005 per share (the ordinary shares to be purchased by the Purchaser from the Company, the “**Purchase Shares**”), subject to the terms and conditions thereof; and

WHEREAS, it is a condition to the Closing that, among other things, this Agreement has been executed and delivered by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises, mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Definitions

For the purposes of this Agreement:

(a) Registrable Securities

“**Registrable Securities**” shall mean (i) the Purchase Shares, (ii) the 6,886,262 ordinary shares (represented by 3,442,131 American depositary shares) of the Company held by the Purchaser at the time of this Agreement (the “**Previously Acquired Shares**”), (iii) Ordinary Shares obtained by the Purchaser or an affiliate of the Purchaser through any stock split, stock dividend or any similar issuance in respect of the Purchase Shares or the Previously Acquired Shares and (iv) any permitted acquisition of additional Ordinary Shares after the time of this Agreement by the Purchaser or an affiliate of the Purchaser pursuant to Article IV of the Purchase Agreement.

Notwithstanding the foregoing, “**Registrable Securities**” shall exclude any Registrable Securities sold by a person in a transaction in which rights under this Agreement are not expressly assigned in accordance with this Agreement, or any Registrable Securities sold in a public offering, whether sold pursuant to Rule 144 promulgated under the Securities Act of 1933 of the United States of America (“**Securities Act**”), or in a registered offering, or otherwise.

(b) The Outstanding Registrable Securities

The number of “**the Outstanding Registrable Securities**” means the number of Ordinary Shares held by the Holders which are Registrable Securities.

(c) Holder

“**Holder**” shall mean the Purchaser and any permitted assignee of the Registrable Securities to whom rights under this Agreement have been duly assigned in accordance with this Agreement.

(d) Form F-3

“**Form F-3**” shall mean any such form under the Securities Act being in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the Securities and Exchange Commission of the United States of America (the “**Commission**”). Such form permits the inclusion or incorporation of substantial information by reference to other documents filed by the Company with the Commission.

2. Demand Registration

(a) Request by Holders

Subject to Section 9 of this Agreement, if the Company shall receive a written request from the Holders possessing collectively at least twenty-five percent (25%) of the Outstanding Registrable Securities that the Company file a registration statement under the Securities Act covering the registration of Registrable Securities pursuant to this Section 2, then the Company shall, within ten (10) Business Days of the receipt of such written request, give written notice of such request (“**Request Notice**”) to all the Holders, and use its best efforts to effect, as soon as practicable, but in any event no later than sixty (60) days after receipt of the Request Notice, the registration under the Securities Act of all Registrable Securities that the Holders request to be registered in such registration by providing written notice to the Company within twenty (20) days after receipt of the Request Notice, subject only to the limitations set forth in this Section 2.

(b) Underwriting

If the Holders initiating the registration request under this Section 2 (“**Initiating Holders**”) intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 2 and the Company shall include such information in the written notice referred to in Clause 2(a). In such an event, the right of any Holder to include his Registrable Securities in such registration shall be conditional upon such Holder’s participation in such underwriting and the inclusion of such Holder’s Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All the Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 2, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all the Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of the Outstanding Registrable Securities held by each Holder requesting registration (including the Initiating Holders); provided, however, that in all public offering of securities, the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), which notice shall be delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Maximum Number of Demand Registrations

The Company shall be obligated to effect only three (3) such registrations 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 Commission, (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 Commission (other than any such stop order, injunction, or other requirement of the Commission prompted by act or omission of the Holders of Registrable Securities).

(d) Deferral

Notwithstanding the foregoing, if the Company furnishes to the Holder or Holders initiating a registration request under this Section 2 a certificate signed by a director of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period.

(e) Expenses

All expenses incurred in connection with any registration, pursuant to this Section 2, including without limitation all federal and "blue sky" registration, filing and qualification fees, printer's and accounting fees, and fees and disbursements of counsel for the Company and the Initiating Holders, shall be borne by the Company. Each Holder participating in a registration pursuant to this Section 2 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all discounts, commissions or other amounts payable to underwriters or brokers in connection with such offering by the Holders. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to this Section 2 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered, unless the Holders of a majority of the Outstanding Registrable Securities agree that such registration constitutes the use by the Holders of one (1) demand registration pursuant to Section 2 (in which case such registration shall also constitute the use by all Holders of Registrable Securities of one (1) such demand registration); provided, further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change, then the Holders shall not be required to pay any of such expenses and such registration shall not constitute the use of a demand registration pursuant to this Section 2.

**3. Piggyback Registrations**

Subject to Section 9 of this Agreement, the Company shall notify all the Holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company and will afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by such Holder shall within twenty (20) days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting

If a registration statement under which the Company gives notice under this Section 3 is for an underwritten offering, then the Company shall so advise the Holders. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 3 shall be conditional upon such Holder's participation in such

underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All the Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first to the Company, and second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of Registrable Securities then held by each such Holder; provided, however, that the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(b) Expenses

All expenses incurred in connection with a registration pursuant to this Section 3 (excluding underwriters' and brokers' discounts and commissions relating to shares sold by the Holders), including, without limitation all federal and "blue sky" registration, filing and qualification fees, printer's and accounting fees, and fees and disbursements of counsel for the Company, shall be borne by the Company.

(c) Not Demand Registration

Registration pursuant to this Section 3 shall not be deemed to be a demand registration as described in Section 2 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 3.

**4. Form F-3 Registration**

4.1 Subject to Section 9 of this Agreement, in case the Company shall, at any time after it has become eligible to use Form F-3, receive from any Holder or Holders of 25% of all the Outstanding Registrable Securities a written request or requests that the Company effect a registration on Form F-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will:

(a) Notice

promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of Registrable Securities; and

(b) Registration

as soon as practicable, but in any event no later than sixty (60) days after receipt of the Request Notice, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by paragraph (a) of this Section 4.1.

#### 4.2 Expenses

The Company shall pay all expenses incurred in connection with each registration requested pursuant to this Section 4 (excluding underwriters' or brokers' discounts and commissions relating to shares sold by the Holders), including without limitation federal and "blue sky" registration, filing and qualification fees, printer's and accounting fees, and fees and disbursements of counsel for the Company and the Holders.

#### 4.3 Deferral

Notwithstanding the foregoing, if the Holder or Holders of 25% of all the Outstanding Registrable Securities request the filing of a registration statement pursuant to this Section 4 and the Company furnishes to such Holder or Holders a certificate signed by a director of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period.

#### 4.4 Not Demand Registration

Form F-3 registrations pursuant to this Section 4 shall not be deemed to be demand registrations as described in Section 2 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holder or Holders may request registration of Registrable Securities under this Section 4.

### 5. Obligations of the Company

Whenever required to effect the registration of any Registrable Securities under this Agreement, the Company shall, as expeditiously as reasonably possible:

#### (a) Registration Statement

prepare and file with the Commission a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective and remain effective for a period of time required for the disposition of such Registrable Securities by the Holders thereof, provided, however, that the Company shall not be required to keep any such registration statement effective for more than ninety (90) days or in the case of registration on Form F-3, a period of two (2) years;

#### (b) Amendments and Supplements

prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

#### (c) Prospectuses

furnish to the Holders such number of conformed copies of the applicable registration statement and each such amendment and supplement thereto (including in each case all exhibits), and copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration;

(d) Blue Sky

use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) Underwriting

in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement;

(f) Notification

notify each Holder of Registrable Securities covered by such registration statement at any time (i) when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, (ii) of the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or the initiation of any proceedings for that purpose, (iii) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Ordinary Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (iv) of any request by the Commission for amendments or supplements to such Registration Statement or the prospectus included therein or for additional information;

(g) Post-Effective Amendments

upon the occurrence of any event contemplated by Section 5(f)(i) 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 will 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 5(f)(i) 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 their reasonable efforts to return to the Company all copies of such prospectus (at the Company's expense) 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 Holders shall have received such amended or supplemented prospectus pursuant to this Section 5(g);

(h) Opinion and Comfort Letter

furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a "comfort" letter dated as of such date, from the independent auditors of the Company, in form and substance as is customarily given by independent auditors to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities;

(i) Compliance with Securities Law

otherwise use its reasonable efforts to comply with all applicable rules and regulations of the Commission, and make earnings statements satisfying the provisions of Section 11(a) of the Securities Act generally available to the Holders no later than 45 days after the end of any twelve-month period (or 90 days, if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in an underwritten public offering, or (ii) if not sold to underwriters in such an offering, beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the registration statement, which statements shall cover said twelve-month periods;

(j) Listing Applications

use its reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange or quotation system on which similar securities issued by the Company are listed or traded;

(k) Company Disclosure

make reasonably available for inspection by a maximum of two 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; and

(l) Transfer Agent

use reasonable 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.

**6. Furnish Information**

It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 2, 3 or 4 that the selling Holder or Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

**7. Indemnification**

In the event any Registrable Securities are included in a registration statement under Section 2, 3 or 4:

(a) By the Company

To the extent permitted by law the Company will indemnify and hold harmless each Holder, the partners, officers and directors of each Holder, any underwriter (as determined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the 1934 Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**"):

- (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

- (ii) 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; or
- (iii) any violation or alleged violation by the Company of the Securities Act, the 1934 Act, any federal or state securities law or any rule or regulation promulgated under the Securities Act, the 1934 Act or any federal or state securities law in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, partner, officer or director, underwriter or controlling person for any legal or other expenses reasonably incurred by them, as incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in paragraph 7(a) 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 the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable 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 a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, underwriter or controlling person of such Holder.

(b) By Selling Holders

To the extent permitted by law, each selling Holder will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors or officers or any person who controls such Holder within the meaning of the Securities Act or the 1934 Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other such Holder, partner or director, officer or controlling person of such other Holder may become subject under the Securities Act, the 1934 Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, partner, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action: provided, however, that the indemnity agreement contained in this paragraph 7(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 the Holder, which consent shall not be unreasonably withheld; and provided, further, that the total amounts payable in indemnity by a Holder under this paragraph 7(b) in respect of any Violation shall not exceed the net proceeds received by such Holder in the registered offering out of which such Violation arises.

(c) Contribution

If the indemnification provided for in this Section 7 from the indemnifying party is unavailable to an indemnified party hereunder in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such 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 indemnified parties 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 such

indemnifying party and indemnified parties 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, such indemnifying party or indemnified parties, 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 initial offering of the Registrable Securities on the one hand and the net proceeds received by the Holders from the sale of the Registrable Securities on the other.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7(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 (as defined in the 1934 Act) 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) Notice

Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 7, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 7 to the extent the indemnifying party is prejudiced as a result thereof, but the omission so to deliver written notice to the indemnified party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 7.

(e) Survival

The obligations of the Company and the Holders under this Section 7 shall survive until the fifth anniversary of the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes.

**8. No Registration Rights to Third Parties**

Without the prior written consent of the Holders of a majority in interest of the Outstanding Registrable Securities, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 registration rights described in this Agreement, or otherwise) relating to shares or any other voting securities of the Company, other than rights that are subordinate in right to the Holders. The Holders acknowledge the existence of the registration rights granted to certain shareholders of the Company pursuant to a shareholders agreement dated as of June 29, 2006, by and among the Company and certain shareholders of the Company (the "**Existing Registration Rights Agreement**"). The Holders agree the existence of the Existing Registration Rights Agreement does not and shall not constitute a breach of this Section 8.

**9. Exercise of Registration Rights by the Holder**

Prior to the date that is 270 days after the date of the Closing, the Company shall have no obligations pursuant to Sections 2, 3 and 4 of this Agreement with respect to any Registrable Securities proposed to be sold by a Holder in a registration statement pursuant to Section 2, 3 or 4; provided, that if a request is made by the Holders pursuant to Section 2 of this Agreement within 180 days after the Closing, then on the date that is 270 days after the date of the Closing a registration statement that can be relied upon for the disposition of Registrable Securities by the Holders thereof will have been declared effective by the Commission.

**10. Assignment**

The registration rights under this Agreement may be assigned by any Holder; provided however that:

- (a) no party may be assigned any of such rights unless the Company is given written notice by the assigning party at the time of such assignment stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and
- (b) any such assignee shall receive such assigned rights subject to the terms and conditions of this Agreement, including without limitation the provisions in this Section 10.

**11. Reports Under the 1934 Act**

With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form F-3, the Company agrees to:

- (a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the date hereof;
- (b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the 1934 Act; and
- (c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company), the Securities Act and the 1934 Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to avail any Holder of any rule or regulation of the Commission that permits the selling of any such securities without registration or pursuant to such form.

**12. Termination of the Company's Obligations**

The Company shall have no obligations pursuant to Sections 2, 3 and 4 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to Section 2, 3 or 4 (i) at such date after the date hereof at which such Holder, (A) can sell all shares held by it in compliance with Rule 144 or (B) holds one percent (1%) or less of the Company's outstanding Ordinary Shares and all Registrable Securities held by such Holder (together with any affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in any three (3) month period without registration in compliance with Rule 144. In addition, the Company shall have no obligations pursuant to Sections 2 and 4 hereof from and after such time as the Holders in the aggregate beneficially own, directly or indirectly, less than fifteen percent (15%) in number of the Purchase Shares (including Ordinary Shares represented by American Depositary Shares of the Company).

**13. Term and Amendment**

- (a) Term

This Agreement shall become effective immediately at the Closing, and may be terminated at any time with the written consent of the Holders of two-thirds ( $\frac{2}{3}$ ) of the Registrable Securities then outstanding and entitled to the registration rights set forth in this Agreement.



(b) **Amendment**

Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holders of a majority of the Registrable Securities then outstanding and entitled to the registration rights set forth in this Agreement. Any amendment or waiver effected in accordance with this Section 13 shall be binding upon all parties hereto.

**14. Severability**

If at any time any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**15. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and no party hereto has relied or is entitled to rely on any such proposals, representations, warranties, agreements or undertakings.

**16. Specific Performance**

The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement were 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 equity.

**17. Counterparts**

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

**18. Notices and Other Communication**

Any notice or other communication to be given under this Agreement shall be in writing and may be sent by post or delivered by hand or given by facsimile or by courier to the address or fax number from time to time designated, the initial address and fax number so designated by each party being set out in Schedule 1 attached hereto. Any such notice or communication shall be sent to the party to whom it is addressed and must contain sufficient reference and/or particulars to render it readily identifiable with the subject-matter of this Agreement. If so delivered by hand or given by facsimile such notice or communication shall be deemed received on the date of dispatch and if so sent by post shall be deemed received three (3) Business Days after the date of dispatch (in the case of local mail) and five (5) Business Days after the date of dispatch (in the case of overseas registered/certified mail).

Each person making a communication hereunder by facsimile shall promptly confirm by telephone to the person to whom such communication was addressed, but the absence of such confirmation shall not affect the validity of any such communication.

**19. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of State of New York, U.S.A. and the parties irrevocably submit to the non-exclusive jurisdiction of the New York courts in respect of this Agreement.

**20. Aggregation of Shares**

All Ordinary Shares held or acquired by affiliated entities or persons of the Purchaser shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

**21. Effectiveness**

Notwithstanding anything to the contrary in this Agreement, this Agreement shall only become effective subject to, and contemporaneously with, the closing of the transactions contemplated by the Purchase Agreement.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**COMPANY**

Home Inns & Hotels Management Inc.

By: /s/ David Jian Sun

Name: David Jian Sun

Title: Chief Executive Officer

**PURCHASER**

Ctrip.com International, Ltd.

By: /s/ Min Fan

Name: Min Fan

Title: Chief Executive Officer

[SIGNATURE PAGE TO THE REGISTRATION RIGHTS AGREEMENT]

**SCHEDULE 1**  
**ADDRESSES AND FAX NUMBERS FOR NOTIFICATION**

1. Name : Ctrip.com International, Ltd.  
Address: 6F, Ctrip Building  
No. 99 Fu Quan Road  
Shanghai 200335, People's Republic of China

Fax No.: +86 (21) 6239-8855

Attention: Jane Jie Sun, CFO

With a copy to:

Name: Shearman & Sterling LLP  
12 Floor, Gloucester Tower  
Landmark, 15 Queen's Road Central

Address: Hong Kong

Fax No. +852 2978-8099

Attention: Gregory D. Puff

2. Name: Home Inns & Hotels Management Inc.  
Address: No. 124, Cao Bao Road  
Xu Hui District  
Shanghai 200235, People's Republic of China

Fax No.: +86 (21) 6483-5660

Attention: Ms. May Wu, CFO

With a copy to:

Name: Latham & Watkins LLP  
Address: 41<sup>st</sup> Floor, One Exchange Square  
8 Connaught Place, Central  
Hong Kong

Fax No. +852 2522-7006

Attention: David T. Zhang