
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D/A

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

CNinsure Inc.

(Name of Issuer)

Ordinary Shares

(Title of Class of Securities)

G2352K 108**

(CUSIP Number)

**Kiang Hua Lew
CDH Inservice Limited
1503 International Commerce Center,
1 Austin Road West,
Kowloon, Hong Kong
+852-3518-8000**

With a copy to:
**Kathryn King Sudol
Simpson Thacher & Bartlett LLP
ICBC Tower, 3 Garden Road, 35th Floor
Hong Kong
+852-2514-7622**

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

September 30, 2011

(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

** This CUSIP applies to the American Depositary Shares, evidenced by American Depositary Receipts, each representing 20 ordinary shares. No CUSIP has been assigned to the ordinary shares.

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

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS CDH Inservice Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
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) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 130,008,780 ¹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares.
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 130,008,780 ¹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 130,008,780 ¹	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.96% ²	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

¹ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 38,408,780 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

² Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS CDH China Growth Capital Fund II, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
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) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 130,008,780 ³ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 130,008,780 ³ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 130,008,780 ³	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.96% ⁴	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

³ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 38,408,780 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

⁴ Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS CDH China Growth Capital Holdings Company Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
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) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 130,008,780 ⁵ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 130,008,780 ⁵ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 130,008,780 ⁵	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.96% ⁶	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

⁵ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 38,408,780 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

⁶ Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS China Diamond Holdings III Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
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) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 130,008,780 ⁷ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 130,008,780 ⁷ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have solve dispositive power with respect to such shares
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 130,008,780 ⁷	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.96% ⁸	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

⁷ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 38,408,780 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

⁸ Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS China Diamond Holdings Company Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
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) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 130,008,780 ⁹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 130,008,780 ⁹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have solve dispositive power with respect to such shares
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 130,008,780 ⁹	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.96% ¹⁰	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

9 Including (i) 91,600,000 ordinary shares of the issuer and (ii) 38,408,780 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

10 Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

This Amendment No. 2 on Schedule 13D/A (this “Amendment No. 2”) amends that certain Schedule 13D previously filed with the Securities and Exchange Commission on May 16, 2011, as amended on September 15, 2011 (the “Schedule 13D”), relating to ordinary shares, US\$0.001 par value per share (the “Ordinary Shares”), of CNinsure Inc., a Cayman Islands exempted company with limited liability (the “Issuer”). The Ordinary Shares are represented by American Depositary Shares (“ADSs”), each ADS representing 20 Ordinary Shares. The Issuer’s ADSs are listed on the NASDAQ Global Select Market under the symbol “CISG”.

This Amendment No. 2 is being filed jointly on behalf of CDH Inservice Limited (“CDH Inservice”), CDH China Growth Capital Fund II, L.P. (“CDH Fund II”), CDH China Growth Capital Holdings Company Limited, China Diamond Holdings III Limited and China Diamond Holdings Company Limited (each a “Reporting Person”).

Unless otherwise stated in this Amendment No. 2, the Schedule 13D remains in full force and effect.

Item 2. Identity and Background

Item 2 is hereby amended and supplemented by adding the following at the end thereof:

As described in Item 4 and 6 below, CDH Inservice on behalf of it and its affiliates, entered into a purchase plan with Morgan Stanley Smith Barney LLC on September 30, 2011 (the “10b5-1 Plan”). The information set forth in Items 4 and 6 below is hereby incorporated by reference into this Item 2.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and supplemented by adding the following at the end thereof:

The source of funds for the purchase of securities pursuant to the 10b5-1 Plan is the working capital of CDH Fund II. The information set forth in Items 4 and 6 below is hereby incorporated by reference into this Item 3.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following at the end thereof:

On September 30, 2011, CDH Inservice entered into the 10b5-1 Plan with Morgan Stanley Smith Barney LLC, which is intended to comply with Rule 10b5-1 under the Act and the “safe harbor” requirements of Rule 10b-18 under the Act. The 10b5-1 Plan provides for the periodic purchase of Ordinary Shares up to an aggregate of US\$19,240,000 (inclusive of commissions) purchases during the period from October 14, 2011 through October 13, 2012. Transactions under the 10b5-1 Plan will be subject to certain price restrictions and may be terminated by CDH Inservice at any time.

The purpose of the purchases of Ordinary Shares pursuant to the 10b5-1 Plan is for investment and not for the purpose of acquiring control of the Issuer. Consistent with its investment purpose, each Reporting Person at any time and from time to time may acquire additional Ordinary Shares or dispose of any or all of its Ordinary Shares depending upon an ongoing evaluation of its investment in the Ordinary Shares, prevailing market conditions and other investment opportunities and considerations.

Except to the extent of the foregoing, none of the Reporting Persons has any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of the Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their position or change their purpose, or formulate plans or proposals with respect to the Ordinary Shares.

The information set forth in this Item 4 is qualified in its entirety by reference to the 10b5-1 Plan, attached hereto as Exhibit 6, and is incorporated by reference herein in its entirety.

Item 5. Interest in Securities of the Issuer

The first sentence of Item 5(a) and (b) is hereby amended and restated as follows:

(a) and (b) As of October 3, 2011, CDH Inservice was the record owner of 130,008,780 Ordinary Shares of the Issuer, consisting of (i) 91,600,000 Ordinary Shares and (ii) 38,408,780 Ordinary Shares in the form of ADSs.

Item 5(c) is hereby amended and restated as follows:

(c) The Reporting Persons purchased the following number of Ordinary Shares represented by ADSs during the last 60 days in open market transactions:

<u>Entity</u>	<u>Trade Date</u>	<u>Number of ADSs</u>	<u>Average Price per ADS</u>
CDH Inservice	September 30, 2011	266,012	US\$6.5545

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

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

The information set forth in Item 2 and 4 above is hereby incorporated by reference into this Item 6. The information in this Item 6 is qualified in its entirety by reference to the 10b5-1 Plan, attached hereto as Exhibit 6, and is incorporated by reference herein.

Item 7. Materials to Be Filed as Exhibits

Item 7 is hereby amended and supplemented by adding the following exhibits:

Exhibit 6 10b5-1 Plan

SIGNATURES

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

DATED: October 3, 2011

CDH Inservice Limited

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

CDH China Growth Capital Fund II, L.P.

By: CDH China Growth Capital Holdings Company Limited, its General Partner

By: /s/ Shangzhi Wu
Name: Shangzhi Wu
Title: Director

CDH China Growth Capital Holdings Company Limited

By: /s/ Shangzhi Wu
Name: Shangzhi Wu
Title: Director

China Diamond Holdings III Limited

By: /s/ Shangzhi Wu
Name: Shangzhi Wu
Title: Director

China Diamond Holdings Company Limited

By: /s/ Shangzhi Wu
Name: Shangzhi Wu
Title: Director

(Signature Page to Schedule 13D/A)

EXHIBIT INDEX

Exhibit 6 10b5-1 Plan, dated September 30, 2011, by and between CDH Inservice Limited and Morgan Stanley Smith Barney LLC.

STOCK PURCHASE PLAN

This Stock Purchase Plan (the "Purchase Plan") is entered into on **September 30, 2011**, by and between Morgan Stanley Smith Barney LLC, ("MSSB") and **CDH Inservice Ltd.** ("the Purchaser") for the purchase of ordinary shares represented by American Depositary Shares (the "Stock") issued by **Cninsure Inc. ADR [CISG]** (the "Company") to complying with the provisions of Rule 10b5-1 ("Rule 10b5-1") and Rule 10b-18 ("Rule 10b-18") under the Securities Exchange Act of 1934 on a "not held" basis.

A) Purchase Plan Requirements

1. On any day on which the New York Stock Exchange is open for business and MSSB is instructed to engage in stock purchasing efforts, pursuant to the written instructions in Appendix A, attached hereto, of this Purchase Plan, MSSB will act as the Purchaser's exclusive agent to repurchase shares of Stock.
2. Purchases made by MSSB pursuant to this Purchase Plan shall be made in accordance with the Purchaser's written instructions in Appendix A, and shall be made at the prevailing market prices, pursuant to the limitations stated in Appendix A, in open-market transactions. MSSB will use its best efforts to effect all open-market purchases pursuant to this Purchase Plan in accordance with the provisions of Rule 10b-18.
3. MSSB shall be entitled to a commission of **\$0.04** per share purchased.

B) The Purchaser's Representations and Warranties

The Purchaser makes the following representations and warranties, each of which shall continue while this Purchase Plan is in effect and will survive the termination of this Purchase Plan:

1. At the time of the Purchaser's execution of this Purchase Plan, the Purchaser is not aware of any material, non-public information with respect to the Company or the Stock. The Purchaser is entering into this Purchase Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, Rule 10b-18 or other applicable securities laws.
 2. Purchases of Stock under this Purchase Plan have been duly authorized by the Purchaser and are not prohibited by any legal, regulatory or contractual restriction or undertaking binding on the Purchaser. The Purchaser will inform MSSB as soon as possible of any subsequent legal or contractual restrictions affecting the execution of the Purchase Plan by MSSB or the Purchaser and of the occurrence of any event that would cause the Purchase Plan to be suspended or to end as contemplated in Section C and Section E.
 3. The Purchaser agrees not to enter into or alter any corresponding or hedging transaction with respect to the Stock while this Purchase Plan remains in effect.
 4. If applicable, the Purchaser agrees to provide MSSB with all necessary information regarding the Purchaser's previous purchases, as may be required for MSSB to calculate the Purchaser's volume limitations under Rule 10b-18.
 5. The Purchaser agrees that it will not take any action that would cause any purchase of Stock under this Purchase Plan not to comply with Rule 10b-18 or any other applicable law.
 6. The Purchaser agrees that it does not have authority, influence or control over any purchase of Stock effected by MSSB pursuant to this Purchase Plan and will not attempt to exercise any such authority, influence or control. The Purchaser agrees that it will not, communicate any information relating to the Stock or the Company to any employee of MSSB or its affiliates who are responsible for purchasing Stock, in accordance with this Purchase Plan and during the time this Purchase Plan is in effect.
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7. The Purchaser acknowledges and agrees that the Purchase Plan is a “securities contract,” as such term is defined in Section 741(7) of Title 11 of the United States Code, as it may be amended (the “Bankruptcy Code”), entitled to all of the protections given such contracts under the Bankruptcy Code.
8. This Purchase Plan constitutes the Purchaser’s legal, valid and binding obligation enforceable against the Purchaser in accordance with its terms. There is no litigation, arbitration or other proceeding pending, or to the Purchaser’s knowledge threatened, that would prevent or interfere with the Purchaser’s purchase of Stock under this Purchase Plan.

C) Suspension of Purchases

The Purchaser acknowledges and agrees that MSSB may suspend purchases under this Purchase Plan in the event that:

1. MSSB determines, or is informed in writing by the Company or Purchaser, that it is prohibited from purchasing Stock under this Purchase Plan by a legal, contractual or regulatory restriction applicable to it or its affiliates or to the Purchaser (other than any such restriction relating to the Purchaser’s possession or alleged possession of material nonpublic information about the Purchaser or the Stock).
2. MSSB determines, in its sole discretion that a market disruption has occurred, beyond the control of MSSB that would materially interfere with MSSB’s ability to carry out the terms of this Purchase Plan.
3. Trading in the Stock is halted or suspended.
4. If any purchases cannot be executed as required by this Purchase Plan due to any of the events specified in Paragraphs (1), (2) or (3), MSSB shall effect such purchases as promptly as practicable after the cessation or termination of such disruption, applicable restriction or other event.

D) Modification of this Purchase Plan

Any modification of this Purchase Plan by the Purchaser will be made in good faith and not as part of a scheme to evade the prohibitions of Rule 10b5-1, and only with MSSB’s written consent. In particular, the Purchaser agrees that the Purchaser will not modify or propose to modify this Purchase Plan at any time that the Purchaser is aware of any material non-public information about the Company and/or the Stock and that the Purchaser will be deemed to repeat its representations in Section B at the time of such modification. Termination of this Purchase Plan by the Purchaser pursuant to Section E (1) (ii) shall not be deemed a modification of this Purchase Plan.

E) Termination of this Purchase Plan

1. This Purchase Plan will terminate upon the earliest of one of the following events:
 - i. The terms outlined on Appendix A have been met;
 - ii. The Purchaser notifies MSSB in writing, that this Purchase Plan is to be terminated;
 - iii. MSSB determines, in its sole discretion, that it is prohibited for any reason from engaging in purchasing activity as the Purchaser’s agent under this Purchase Plan;
 - iv. MSSB becomes aware of the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, in each case with respect to the Purchaser or the taking of any corporate action by the Purchaser to authorize or commence any of the foregoing;

- v. The Company or any other person publicly announces a tender or exchange offer with respect to the Stock or a merger, acquisition, reorganization, recapitalization or other similar business combination or transaction as a result of the consummation of which the Stock would be exchanged or converted into cash, securities or other property.
2. Any transaction pending at the time MSSB receives a notice referred to in Section D or E (1) (ii) shall be completed and MSSB shall receive the commission set forth in Section A (3).

F) Indemnification and Limitation on Liability

1. The Purchaser agrees to indemnify and hold harmless MSSB (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorney's fees and costs) arising out of or attributable to: a.) any material breach by the Purchaser of this Purchase Plan (including the Purchaser's representations and warranties), and b.) any violation by the Purchaser of applicable laws or regulations. The Purchaser will have no indemnification obligations in the case of gross negligence or willful misconduct of MSSB or any other indemnified person. This indemnification will survive the termination of this Purchase Plan.
2. Notwithstanding any other provision herein, neither MSSB or the Purchaser will be liable for:
 - i. Special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages or any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen.
 - ii. Any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God".
3. The Purchaser acknowledges and agrees that MSSB has not provided the Purchaser with any tax, accounting or legal advice with respect to this Purchase Plan, including whether the Purchaser would be entitled to any of the affirmative defenses under Rule 10b5-1.

G) Governing Law

This Purchase Plan will be governed by, and construed in accordance with, the laws of the State of New York, without regard to such State's conflict of laws rules.

H) Entire Agreement

This Purchase Plan (including any Annexes or Exhibits) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral.

I) Assignment

This Purchase Plan and each party's rights and obligations hereunder may not be assigned or delegated without the written permission of the other party and shall inure to the benefit of each party's successors and permitted assigns, whether by merger, consolidation or otherwise.

Notices

All required notifications under this Purchase Plan shall be made in writing (signed by facsimile) and confirmed by telephone to:

To The Purchaser:

Name: K.H Lew
Address: One Temasek Avenue, #18-02
Millenia Tower, Singapore 039192
Telephone: +65 6572 8768
Fax: +65 6238 0132
E-Mail: Khlew@cdhfund.com

Copies to:

Name:
Address:
Telephone:
Fax:
E-Mail:

To Issuer: CNinsure Inc.

Name: Jiusheng Zhu
Address: 22/F, Yin Hai Building No. 299
Yanjiang Zhong Road Guangzhou, GNG
510110 PRC
Telephone: +86-20-62347076
Mobile: +86-13760880223
Fax: +86-20-61222329
E-Mail: zhujs@cninsure.net

Copies to:

Name:
Address:
Telephone:
Fax:
E-Mail:

To MSSB:

Primary Contact: Frank Hsin
Alternate Contact #1: Michael Sexton
Alternate Contact #2:
Address: 1111 Coast Village Road
Montecito, CA 93108
Telephone: 805-695-7113
Fax: 805-456-3975
E-Mail: frank.hsin@mssb.com

Copies to: PDP 10b5-1 Trading Desk

Name: Richard J. Fischer
Address: 787 7th Avenue, 13th Fl
New York, NY 10019
Telephone: 212-783-3468
Fax: 201-604-6626
E-mail: richard.j.fischer@mssb.com

K) Counterparts

This Purchase Plan may be executed in two or more counterparts and by facsimile signature.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Plan as of the date first written above.

CDH Inservice Ltd.

Morgan Stanley Smith Barney LLC

By: _____
Name: Kiang Hua Lew
Title: Director

By: _____
Name: Richard J. Fischer
Title: Vice President