

# SECURITIES AND EXCHANGE COMMISSION

## FORM S-1

General form of registration statement for all companies including face-amount certificate companies

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### FILER

#### **Jinmimi Network Inc**

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Mailing Address  
6G W BLDG CHANGXING  
PLAZA CHANGXING RD  
NABSHAN DISTRICT  
SHENZHEN  
GUANGDONG F4 518051

Business Address  
6G W BLDG CHANGXING  
PLAZA CHANGXING RD  
NABSHAN DISTRICT  
SHENZHEN  
GUANGDONG F4 518051  
86 755 8340 6503

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

FORM S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

**JINMIMI NETWORK INC.**

(Exact Name of Small Business Issuer in its Charter)

**Nevada**

(State of Incorporation)

(Primary Standard Classification Code)

(IRS Employer ID No.)

**6G, West Building, Changxing Plaza  
Changxing Rd, Nanshan District  
Shenzhen, Guangdong, 518051 P.R. China  
+ 86 (755) 8340-6503**

Address and Telephone Number of Registrant's Principal  
Executive Offices and Principal Place of Business)

**Deng Zhang, President & CEO  
JINMIMI NETWORK INC.**

**6G, West Building, Changxing Plaza  
Changxing Rd, Nanshan District  
Shenzhen, Guangdong, 518051 P.R. China  
+ 86 (755) 8340-6503**

(Name, Address and Telephone Number of Agent for Service)

Copies of communications to:

**RICHARD I. ANSLOW, ESQ.  
ANSLOW & JACLIN, LLP  
195 Route 9 South, Suite204  
Manalapan, NJ 07726  
TELEPHONE NO.: (732) 409-1212  
FACSIMILE NO.: (732) 577-1188**

Approximate date of commencement of proposed sale to public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

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**CALCULATION OF REGISTRATION FEE**

Title of Each Class Of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price per share	Proposed Maximum Aggregate Offering Price	Amount of Registration fee
Common Stock, par value \$0.0001	4,000,000	\$0.025	\$100,000	\$3.93

The offering price has been estimated solely for the purpose of computing the amount of the registration fee in accordance with Rule 457(o). Our common stock is not traded on any national exchange and in accordance with Rule 457; the offering price was determined by the price shares were sold to our shareholders in a private placement memorandum. The price of \$0.025 was determined by the price shares were sold to our shareholders in a private placement memorandum of \$0.025 and is a fixed price at which the selling security holders may sell their shares until our common stock is quoted on the OTC Bulletin Board at which time the shares may be sold at prevailing market prices or privately negotiated prices. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority, which operates the OTC Electronic Bulletin Board, nor can there be any assurance that such an application for quotation will be approved. There is no assurance that an active trading market for our shares will develop, or, if developed, that it will be sustained. In the absence of a trading market or an active trading market, investors may be unable to liquidate their investment or make any profit from the investment.

PRELIMINARY PROSPECTUS SUBJECT TO COMPLETION DATED JANUARY \_\_\_\_, 2009

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the securities act of 1933 or until the registration statement shall become effective on such date as the commission, acting pursuant to said section 8(a), may determine.

**PROSPECTUS**

**4,000,000 SHARES OF  
JINMIMI NETWORK INC.  
COMMON STOCK**

The selling shareholders named in this prospectus are offering all of the shares of common stock offered through this prospectus. Our common stock is presently not traded on any market or securities exchange and have no voting rights. The 4,000,000 shares of our common stock can be sold by selling security holders at a fixed price of \$0.025 per share until our shares are quoted on the OTC Bulletin Board and thereafter at prevailing market prices or privately negotiated prices. There can be no assurance that a market maker will agree to file the necessary documents with The Financial Industry Regulatory Authority ("FINRA"), which operates the OTC Electronic Bulletin Board, nor can there be any assurance that such an application for quotation will be approved. We have agreed to bear the expenses relating to the registration of the shares for the selling security holders. There is no assurance that an active trading market for our shares will develop, or, if developed, that it will be sustained. In the absence of a trading market or an active trading market, investors may be unable to liquidate their investment or make any profit from the investment.

THE COMPANY IS CONSIDERED TO BE IN UNSOUND FINANCIAL CONDITION. PERSONS SHOULD NOT INVEST UNLESS THEY CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENTS.

**THE PURCHASE OF THE SECURITIES OFFERED THROUGH THIS PROSPECTUS INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD CAREFULLY CONSIDER THE FACTORS DESCRIBED UNDER THE HEADING "RISK FACTORS" BEGINNING ON PAGE 4.**

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

**The Date of This Prospectus Is: January \_\_, 2009**

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## PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all the information that you should consider before investing in the common stock. You should carefully read the entire prospectus, including “Risk Factors”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the Consolidated Financial Statements, before making an investment decision .

### About Our Company

Jinmimi Network Inc., a Nevada Corporation (“we”, “JINMIMI”, or the “Company”), was formed in November 2008. We are an online media company and value-added information service provider in the People’s Republic of China (the “PRC” or “China”). In January 2009, the Company entered into a Share Purchase Agreement (“Purchase Agreement”) with Hong Kong Active Choice Limited (“HKAC”), a limited liability company established under the laws of Hong Kong, with its principle places of business at Unite 8/F, Wing Yee Comm Bldg, 5 Wing Kut St., Sheung Wan, HK, and the shareholders of HKAC (individually, a “HKAC Stockholder”, and collectively, the “HKAC Stockholders”). Pursuant to the Purchase Agreement, the Company acquired 100% of the common stock of HKAC, par value HKD1.00 per share (the “HKAC Shares”), from HKAC and HKAC Shareholders, for a purchase price of \$438,975 by delivery of our promissory note. As a result, HKAC and its subsidiary, Chuangding Investment Consultant (Shenzhen) Co., Ltd., a limited liability company established under the laws of Hong Kong (“Chuangding”), became our wholly-owned subsidiaries.

In January 2009, we completed a Regulation D Rule 506 and/or Regulation S offering in which we sold 4,000,000 shares of common stock to 40 investors, at a price per share of \$0.025 per share for an aggregate offering price of \$100,000.

Our operations are limited to Chuangding’s 100% ownership interest of Shenzhen Jinmimi under a long-term management consultancy agreement. Shenzhen Jinmimi operates a website [www.jinmimi.com](http://www.jinmimi.com) that provides online financial and listed company data and information mainly through online forums. With a network of localized web sites targeting Greater China and overseas Chinese, the Company provides forum-based products and services such as blogs and discussion board through an on-line forum, Jinmimi Financial Forum. Many residents of PRC use Jinmimi Financial Forum to publish and search for financial data and information.

Based on our financial history since inception, our auditor has expressed substantial doubt as to our ability to continue as a going concern. As reflected in the accompanying financial statements of Chuangding, we had an accumulated expense of \$42,007, a net loss of \$41,522 for the period from December 4, 2008 (inception) to December 31, 2008. These conditions raise substantial doubt about our ability to continue as a going concern.

We have not been involved in any bankruptcy, receivership or similar proceeding. We have not been involved in any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business.

### Risk Factors

Our ability to successfully operate our business and achieve our goals and strategies is subject to numerous risks as discussed more fully in the section titled “Risk Factors,” including for example:

- We are lack of an operating history;
- We are lack of profitable operations since inception;
- the possibility of losing key members of our senior management; and
- Lack of an established public trading market for our common stock.

Any of the above risks could materially and adversely affect our business, financial position and results of operations. An investment in our common stock involves risks. You should read and consider the information set forth in “Risk Factors” and all other information set forth in this prospectus before investing in our common stock.

## Where You Can Find Us

Our principal executive offices are located at 6G, West Building, Changxing Plaza, Changxing Rd, Nanshan District, Shenzhen, Guangdong, 518051 P.R. China and our telephone number is +86 (755) 8340-6503.

## Conventions

In this prospectus, unless indicated otherwise, references to

- “China,” “Chinese” and “PRC,” are references to the People’s Republic of China;
- “JINMIMI” “the Company,” “we,” “us,” or “our,” are references to the combined business of Jinmimi Network Inc. and its wholly-owned subsidiaries, HKAC and Chuangding, but do not include the security holders of JINMIMI;
- “HKAC” are references to Hong Kong Active Choice Limited;
- “Chuangding” are references to Chuangding Investment Consultant (Shenzhen) Co., Ltd.;
- “Shenzhen Jinmimi” are references to Shenzhen Jinmimi Network Technology Co., Ltd.;
- “RMB” are references to the Renminbi, the legal currency of China; and
- “U.S. dollars,” “dollars” and “\$” refer to the legal currency of the United States.

## The Offering

The selling shareholders named in this prospectus are offering all of the shares of common stock offered through this prospectus. The selling stockholders are selling shares of common stock covered by this prospectus for their own account.

We will not receive any of the proceeds from the sale of these shares. The offering price of \$0.025 was determined by the price shares were sold to our shareholders in a private placement memorandum of \$0.025 and is a fixed price at which the selling security holders may sell their shares until our common stock is quoted on the OTC Bulletin Board, at which time the shares may be sold at prevailing market prices or privately negotiated prices. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, which operates the OTC Electronic Bulletin Board, nor can there be any assurance that such an application for quotation will be approved. We have agreed to bear the expenses relating to the registration of the shares for the selling security holders. There is no assurance that an active trading market for our shares will develop, or, if developed, that it will be sustained. In the absence of a trading market or an active trading market, investors may be unable to liquidate their investment or make any profit from the investment.



## SUMMARY FINANCIAL DATA

The following summary financial data is based on our wholly owned subsidiary Chuangding and should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” our consolidated financial statements and the related notes included in this prospectus, and the unaudited financial statements and related notes included in this prospectus. The statement of operations and balance sheet data for the period from inception to December 31, 2008 are derived from our audited consolidated financial statements. The Company and its subsidiary, Chuangding, both have fiscal year end as of December 31.

	For the period from inception to December 31, 2008 (Audited)
Revenues	\$-
Total operating expenses	42,007
Net loss	<u>41,522</u>
Comprehensive loss	42,246
	As of December 31, 2008 (Audited)
BALANCE SHEET DATA:	
Current assets	\$ 395,666
Total assets	\$ 398,779
Total liabilities	\$ 1,097
Stockholders’ equity	\$ 397,682

## RISK FACTORS

*An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and the other information in this prospectus before investing in our common stock. If any of the following risks occur, our business, operating results and financial condition could be seriously harmed. Please note that throughout this prospectus, the words “we”, “our”, “us”, or “JINMIMI” refer to the Company and its subsidiary not to the selling stockholders.*

### **Risks Related to Our Business**

#### **WE HAVE A LIMITED OPERATING HISTORY WHICH MAKES IT DIFFICULT TO EVALUATE OUR FUTURE PROSPECTS AND RESULTS OF OPERATIONS YOU CAN USE TO EVALUATE US AND THE LIKELIHOOD OF OUR SUCCESS MUST BE CONSIDERED IN LIGHT OF THE FACT WE ARE AT THE START-UP STAGE OF OUR BUSINESS.**

We were incorporated in November 2008, and as such have no revenue to date. We have no significant assets or financial resources. The likelihood of our success must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered by a small company in a highly competitive environment in which we operate. To address these risks, we must, among other things, respond to competitive developments; continue to attract, retain and motivate qualified persons, research and develop new technology; and commercialize services incorporating such technologies.

There can be no assurance we will be successful in addressing these risks or any other risks. We have not been in business long enough to make a reasonable judgment as to our future performance. There can be no assurance that we will be able to successfully implement our business plan, generate sufficient revenue to meet our expenses, operate profitably or be commercially successful. Since we have a limited operating history of marketing our services to the public over the Internet, we cannot assure you that our business will be profitable or that we will ever generate sufficient revenues to meet our expenses and support our anticipated activities. Even if we do achieve profitability, we may be unable to sustain or increase profitability on a quarterly or annual basis in the future. We expect to have quarter to quarter fluctuations in revenues, expenses, losses and cash flow, some of which could be significant. Results of operations will depend upon numerous factors, some of which are beyond our control.

#### **THE INFANCY OF THE INTERNET INDUSTRY IN CHINA MAKES IT DIFFICULT TO GAUGE THE DEVELOPMENT OF THE MARKET IN WHICH WE OPERATE.**

As the Chinese Internet market is in its beginning stages, it is difficult to make accurate predictions about its growth, and any specific trends that may or may not develop within this market. Accordingly, it is difficult to accurately predict how well an investment in this industry and specifically in our company will perform.

#### **IF THE INTERNET AND, IN PARTICULAR, ONLINE MARKETING ARE NOT BROADLY ADOPTED IN CHINA, OUR ABILITY TO INCREASE REVENUE AND ACHIEVE PROFITABILITY COULD BE MATERIALLY AND ADVERSELY AFFECTED. WE ARE DEPENDANT ON THIS MARKET DEVELOPING IN ORDER FOR OUR BUSINESS MODEL TO BE SUCCESSFUL.**

At this time it is uncertain whether the Internet and online marketing will be accepted in China on similar scales as the United States and Europe. Therefore, these markets cannot be used as an adequate measuring point for our prospects in this industry. The use of the Internet as a marketing channel is at an early stage in China. Internet and broadband penetration rates in China are both relatively low compared to those in most developed countries. Many of our current and potential customers have limited experience with the Internet as a marketing channel, and have not historically devoted a significant portion of their marketing budgets to online marketing and promotion. As a result, they may not consider the Internet effective in promoting their products and services as compared to traditional print and broadcast media.

#### **WE FACE SIGNIFICANT COMPETITION AND MAY SUFFER FROM A LOSS OF USERS AND CUSTOMERS AS A RESULT.**

Currently the online financial information service in China is rapidly evolving and highly competitive. Because we are focusing on China securities market and online forums, we mainly compete with other internet companies provided financial information and forums, such as Jinrongjie Forum ([www.jrj.com](http://www.jrj.com)), Hexu Financial ([www.hexu.com](http://www.hexu.com)), East Money ([www.eastmoney.com](http://www.eastmoney.com)), MACD Financial ([www.macd.cn](http://www.macd.cn)), and Lixiang Securities Forum ([www.55188.com](http://www.55188.com)), etc. These competitors have longer operating histories, and have generated significant traffic, a loyal user base and a large and broad customer base. They have widely recognized brand names in China and greater financial resources than we do. We compete with these providers primarily for user traffic currently. In the future if we develop advertising service, we will compete with them for online advertising as well. Our ability to compete depends on many factors, including the comprehensiveness, timeliness and trustworthiness of our content, the ease of use of our information platform and the contents of our online financial forums.



**OUR BUSINESS DEPENDS ON A STRONG BRAND, AND IF WE ARE NOT ABLE TO MAINTAIN AND ENHANCE OUR BRAND, OUR BUSINESS AND OPERATING RESULTS MAY BE HARMED. USER LOYALTY IS A SIGNIFICANT ASPECT OF OUR INDUSTRY AND IS DIRECTLY CORRELATED TO CONSISTENT OPERATIONAL RESULTS.**

We believe that recognition of our brand “Jinmimi.com” has contributed significantly to the success of our business. We also believe that maintaining and enhancing the “Jinmimi.com” brand is critical to expanding our base of users, and customers. As our market becomes increasingly competitive, maintaining and enhancing our brand will depend largely on our ability to achieve as an Internet search leader in China, which may be increasingly difficult and expensive.

Our user base has grown primarily by word-of-mouth. We have recently initiated brand promotion efforts, but we cannot assure you that our new marketing efforts will be successful in further promoting our brand. If we fail to promote and maintain the “Jinmimi.com” brand, or if we incur excessive expenses in this effort, our business and results of operations could be materially and adversely affected.

**IF WE FAIL TO CONTINUE TO INNOVATE AND PROVIDE RELEVANT PRODUCTS AND SERVICES, WE MAY NOT BE ABLE TO GENERATE SUFFICIENT USER TRAFFIC LEVELS TO REMAIN COMPETITIVE.**

Our success depends on providing products and services that people use for a high-quality Internet experience. Our competitors are constantly developing innovations in Internet search and online marketing as well as enhancing users’ online experience. As a result, we must continue to invest significant resources in forums and search technology and our existing products and services and introduce additional high quality products and services to attract and retain users. If we are unable to anticipate user preferences or industry changes, or if we are unable to modify our products and services on a timely basis, we may lose users and customers. Our operating results would also suffer if our innovations do not respond to the needs of our users and customers, are not appropriately timed with market opportunities or are not effectively brought to market. As search technology continues to develop, our competitors may be able to offer search results that are, or that are perceived to be, substantially similar to or better than those generated by our search services. This may force us to expend significant resources in order to remain competitive.

**IF WE FAIL TO KEEP UP WITH RAPID TECHNOLOGICAL CHANGES, OUR FUTURE SUCCESS MAY BE ADVERSELY AFFECTED.**

The online marketing industry is subject to rapid technological changes. Our future success will depend on our ability to respond to rapidly changing technologies, adapt our services to evolving industry standards and improve the performance and reliability of our services. Our failure to adapt to such changes could harm our business. New marketing media could also adversely affect us. For example, the number of people accessing the Internet through devices other than personal computers, including mobile telephones and hand-held devices, has increased in recent years. If we are slow to develop products and technologies that are more compatible with non-PC communications devices, we may not be successful in capturing a significant share of this increasingly important market for media and other services. In addition, the widespread adoption of new Internet, networking or telecommunications technologies or other technological changes could require substantial expenditures to modify or adapt our products, services or infrastructure. If we fail to keep up with rapid technological changes to remain competitive in our rapidly evolving industry, our future success may be adversely affected.

**WE MAY FACE INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS AND OTHER RELATED CLAIMS THAT COULD BE TIME-CONSUMING AND COSTLY TO DEFEND AND MAY RESULT IN OUR INABILITY TO CONTINUE PROVIDING CERTAIN OF OUR EXISTING SERVICES.**

Internet, technology and media companies are frequently involved in litigation based on allegations of infringement of intellectual property rights, unfair competition, invasion of privacy, defamation and other violations of third-party rights. The validity, enforceability and scope of protection of intellectual property in Internet-related industries, particularly in China, are uncertain and still evolving. In addition, many parties are actively developing and seeking protection for Internet-related technologies, including seeking patent protection. There may be patents issued or pending that is held by others that cover significant aspects of our technologies, products, business methods or services. As we face increasing competition and as litigation becomes more common in China in resolving commercial disputes, we face a higher risk of being the subject of intellectual property infringement claims.

Our products and services link to materials in which third parties may claim ownership of trademarks, copyrights or other rights. From time to time, we may be subject to trademark or copyright infringement or related claims, in China and/or internationally. We currently do not have any registered patents, trademarks, service marks, or any other intellectual property rights.

We may be required to pay substantial fines and damages or enter into royalty or license agreements that may not be available on commercially acceptable terms, if at all. Our failure to obtain a license of the rights on a timely basis could harm our business. Any intellectual property litigation could have a material adverse effect on our business, financial condition or results of operations.

**IF WE FAIL TO RETAIN EXISTING USERS OR ATTRACT NEW USERS FOR OUR ONLINE FORUM AND INTERNET SEARCH SERVICES, OUR BUSINESS AND GROWTH PROSPECTS COULD BE SERIOUSLY HARMED.**

We do not have any revenue currently. We are negotiating with several companies for advertising services on our website. If we successfully enter into agreements with these companies, we expect that we could generate revenue at the end of March 2009. However, there is no assurance such transaction will be completed. Even if we complete the transaction, if we fail to retain existing users or attract new users in the future, these companies may terminate advertising services with us and our online financial services could be seriously harmed.

**WE WILL REQUIRE FINANCING TO ACHIEVE OUR CURRENT BUSINESS STRATEGY AND OUR INABILITY TO OBTAIN SUCH FINANCING COULD PROHIBIT US FROM EXECUTING OUR BUSINESS PLAN AND CAUSE US TO SLOW DOWN OUR EXPANSION OF OPERATIONS.**

Projected revenues and proceeds may not be sufficient to meet our operating costs over a longer term, particularly in the event that the business develops more quickly than anticipated. As a result it is possible that we will need to raise additional capital. We may not be able to raise sufficient cash to continue to finance our operations or to achieve our market objectives. Management does not know the form of equity or debt that may be used to obtain this capital, or the exact amount that may be needed, at this time. We can not issue assurances that our shareholders will not be diluted by investment of such capital, or the extent of the dilution. Also, we can not assure that securities issued in exchange for such capital will not be sold on terms more favorable than those of the shares sold in this or other offerings. The availability of such funding is subject to credit, economic, market and legal constraints. No guarantees that any additional financing can be obtained are possible.

If we are unable to obtain financing on reasonable terms, we could be forced to delay or scale back our plans for expansion. In addition, such inability to obtain financing on reasonable terms could have a material adverse effect on our business, operating results, or financial condition.

**OUR OPERATING RESULTS MAY FLUCTUATE, WHICH MAKES OUR RESULTS DIFFICULT TO PREDICT AND COULD CAUSE OUR RESULTS TO FALL SHORT OF EXPECTATIONS.**

Our operating results may fluctuate as a result of a number of factors, many of which are outside of our control. Any of the risk factors listed in this “Risk Factors” section, and in particular, the following risk factors, could cause our operating results to fluctuate from quarter to quarter:

- general economic conditions in China and economic conditions specific to the Internet, Internet search and online marketing;
- our ability to continue to attract users to our website;
- the announcement or introduction of new or enhanced products and services by us or our competitors;
- the amount and timing of operating costs and capital expenditures related to the maintenance and expansion of our businesses, operations and infrastructure;
- People’s Republic of China regulations or actions pertaining to activities on the Internet; and
- Our ability to develop advertising service and paid subscription based service..

**THE SUCCESSFUL OPERATION OF OUR BUSINESS DEPENDS UPON THE PERFORMANCE AND RELIABILITY OF THE INTERNET INFRASTRUCTURE AND FIXED TELECOMMUNICATIONS NETWORKS IN CHINA.**

Our business depends on the performance and reliability of the Internet infrastructure in China. Almost all access to the Internet is maintained through state-owned telecommunication operators under the administrative control and regulatory supervision of the Ministry of Information Industry of China. In addition, the national networks in China are connected to the Internet through international gateways controlled by the People’s Republic of China government. These international gateways are the only channels through which a domestic user can connect to the Internet. We cannot assure you that a more sophisticated Internet infrastructure will be developed in China. We may not have access to alternative networks in the event of disruptions, failures or other problems with China’s Internet infrastructure. In addition, the Internet infrastructure in China may not support the demands associated with continued growth in Internet usage.



We also rely on China Telecommunications Corporation to provide us with data communications capacity primarily through local telecommunications lines and Internet data centers to host our servers. We do not have access to alternative services in the event of disruptions, failures or other problems with the fixed telecommunications networks of China Telecom, or if China Telecom otherwise fail to provide such services. Any unscheduled service interruption could damage our reputation and result in a decrease in our revenues. Furthermore, we have no control over the costs of the services provided by China Telecom. If the prices that we pay for telecommunications and Internet services rise significantly, our gross margins could be adversely affected. In addition, if Internet access fees or other charges to Internet users increase, our user traffic may decrease, which in turn may harm our revenues.

**OUR SUCCESS DEPENDS ON THE CONTINUING EFFORTS OF OUR SENIOR MANAGEMENT TEAM AND OTHER KEY PERSONNEL AND OUR BUSINESS MAY BE HARMED IF WE LOSE THEIR SERVICES.**

Our future success depends heavily upon the continuing services of the members of our senior management team, in particular its chairman, president and chief executive officer, Deng Zhang, its chief financial officer, Jiangkun Shi. If one or more of such executives or other key personnel are unable or unwilling to continue in their present positions, we may not be able to replace them easily or at all, and our business may be disrupted and our financial condition and results of operations may be materially and adversely affected. Competition for senior management and key personnel is intense, the pool of qualified candidates is very limited, and we may not be able to retain the services of our senior executives or key personnel, or attract and retain high-quality senior executives or key personnel in the future. If any member of our senior management team or other key personnel leaves us, our ability to successfully operate our business and execute our business strategy could be impaired. We may also have to incur significant costs in identifying, hiring, training and retaining replacements for departing employees.

**WE RELY ON HIGHLY SKILLED PERSONNEL AND, IF WE ARE UNABLE TO RETAIN OR MOTIVATE KEY PERSONNEL OR HIRE QUALIFIED PERSONNEL, WE MAY NOT BE ABLE TO GROW EFFECTIVELY.**

Our performance and future success depends on the talents and efforts of highly skilled individuals. We will need to continue to identify, hire, develop, motivate and retain highly skilled personnel for all areas of our organization. Competition in our industry for qualified employees is intense. Our continued ability to compete effectively depends on our ability to attract new employees and to retain and motivate our existing employees.

As competition in our industry intensifies, it may be more difficult for us to hire, motivate and retain highly skilled personnel. If we do not succeed in attracting additional highly skilled personnel or retaining or motivating our existing personnel, we may be unable to grow effectively.

**OUR BUSINESS COULD BE ADVERSELY AFFECTED IF OUR SOFTWARE CONTAINS BUGS.**

Our online systems, including our websites, our enterprise search software and other software applications and products, could contain undetected errors or “bugs” that could adversely affect their performance. We regularly update and enhance our website and our other online systems and introduce new versions of our software products and applications. The occurrence of errors in any of these may cause us to lose market share, damage our reputation and brand name, and materially and adversely affect our business.

Currently, we are not aware any bugs in our software that could adversely affect us. However, our network operations may be vulnerable to hacking, viruses and other disruptions, which may make our products and services less attractive and reliable.

Internet usage could decline if any well-publicized compromise of security occurs. “Hacking” involves efforts to gain unauthorized access to information or systems or to cause intentional malfunctions or loss or corruption of data, software, hardware or other computer equipment. Hackers, if successful, could misappropriate proprietary information or cause disruptions in our service. We may be required to expend capital and other resources to protect our Web site against hackers. We cannot assure you that any measures we may take will be effective. In addition, the inadvertent transmission of computer viruses could expose us to a material risk of loss or litigation and possible liability, as well as materially damage our reputation and decrease our user traffic.

**CONCERNS ABOUT THE SECURITY OF ELECTRONIC COMMERCE TRANSACTIONS AND CONFIDENTIALITY OF INFORMATION ON THE INTERNET MAY REDUCE USE OF OUR NETWORK AND IMPEDE OUR GROWTH.**

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





**THERE IS LIMITED LIABILITY OF MANAGEMENT AND IT MAY REQUIRE THE COMPANY TO INDEMNIFY ITS OFFICERS AND DIRECTORS.**

The Company has adopted provisions to its Articles of Incorporation and bylaws, which limit the liability of its officers and directors and provide for indemnification by the Company of its officers and directors to the fullest extent permitted by Nevada corporate law. Such law generally provides that its officers and directors shall have no personal liability to the Company or its shareholders for monetary damages for breaches of their fiduciary duties as directors, except for breaches of their duties of loyalty, acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, acts involving unlawful payment of dividends or unlawful stock purchases or redemptions, or any transaction from which a director derives an improper personal benefit. Such provisions substantially limit the shareholders' ability to hold officers and directors liable for breaches of fiduciary duty, and may require the Company to indemnify its officers and directors.

**OUR ARTICLES OF INCORPORATION PROVIDE FOR INDEMNIFICATION OF OFFICERS AND DIRECTORS AT OUR EXPENSE AND LIMIT THEIR LIABILITY WHICH MAY RESULT IN A MAJOR COST TO US AND HURT THE INTERESTS OF OUR SHAREHOLDERS BECAUSE CORPORATE RESOURCES MAY BE EXPENDED FOR THE BENEFIT OF OFFICERS AND/OR DIRECTORS.**

Our articles of incorporation and applicable Nevada law provide for the indemnification of our directors, officers, employees, and agents, under certain circumstances, against attorney's fees and other expenses incurred by them in any litigation to which they become a party arising from their association with or activities on our behalf. We will also bear the expenses of such litigation for any of our directors, officers, employees, or agents, upon such person's written promise to repay us if it is ultimately determined that any such person shall not have been entitled to indemnification. This indemnification policy could result in substantial expenditures by us which we will be unable to recoup.

We have been advised that, in the opinion of the SEC, indemnification for liabilities arising under federal securities laws is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification for liabilities arising under federal securities laws, other than the payment by us of expenses incurred or paid by a director, officer or controlling person in the successful defense of any action, suit or proceeding, is asserted by a director, officer or controlling person in connection with the securities being registered, we will (unless in the opinion of our counsel, the matter has been settled by controlling precedent) submit to a court of appropriate jurisdiction, the question whether indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. The legal process relating to this matter if it were to occur is likely to be very costly and may result in us receiving negative publicity, either of which factors is likely to materially reduce the market and price for our shares, if such a market ever develops.

**Risks Related to Our Corporate Structure**

**PEOPLE'S REPUBLIC OF CHINA LAWS AND REGULATIONS GOVERNING OUR BUSINESSES AND THE VALIDITY OF CERTAIN OF OUR CONTRACTUAL ARRANGEMENTS ARE UNCERTAIN. IF WE ARE FOUND TO BE IN VIOLATION, WE COULD BE SUBJECT TO SANCTIONS. IN ADDITION, CHANGES IN SUCH PEOPLE'S REPUBLIC OF CHINA LAWS AND REGULATIONS MAY MATERIALLY AND ADVERSELY AFFECT OUR BUSINESS.**

There are substantial uncertainties regarding the interpretation and application of People's Republic of China laws and regulations, including, but not limited to, the laws and regulations governing our business, or the enforcement and performance of our contractual arrangements with our affiliated Chinese entity, and its shareholders. The People's Republic of China Internet laws and regulations are relatively new and may be subject to change, and their official interpretation and enforcement may involve substantial uncertainty. The effectiveness of newly enacted laws, regulations or amendments may be delayed, resulting in detrimental reliance by foreign investors. New laws and regulations that affect existing and proposed future businesses may also be applied retroactively.

People's Republic of China laws currently provide limited guidance as to whether an Internet search provider that provides search result links to domestic news websites is required to obtain an approval from the State Council News Office. People's Republic of China laws also do not provide clear guidance as to whether an Internet search provider that provides links to online audio/video products is required to obtain an Internet culture permit from the Ministry of Culture or a license for broadcasting audio/video programs from the State Administration of Radio, Film and Television. If the interpretation of existing laws and regulations changes or new regulations comes into effect requiring us to obtain any such licenses, permits or approvals, we cannot assure you that we may successfully obtain them, and we may need to remove links to news and audio/video products until we obtain the requisite licenses, permits and approvals.

The People's Republic of China government has broad discretion in dealing with violations of laws and regulations, including levying fines, revoking business and other licenses and requiring actions necessary for compliance. In particular, licenses and permits issued or granted to us by relevant governmental bodies may be revoked at a later time by higher regulatory bodies. We cannot predict the effect of the interpretation of existing or new People's Republic of China laws or regulations on our businesses. We cannot assure you that our current ownership and operating structure would not be found in violation of any current or future People's Republic of China laws or regulations. As a result, we may be subject to sanctions, including fines, and could be required to restructure our operations or cease to provide certain services. Any of these or similar actions could significantly disrupt our business operations or restrict us from conducting a substantial portion of our business operations, which could materially and adversely affect our business, financial condition and results of operations.

**WE MAY BE ADVERSELY AFFECTED BY COMPLEXITY, UNCERTAINTIES AND CHANGES IN PEOPLE'S REPUBLIC OF CHINA REGULATION OF INTERNET BUSINESS AND COMPANIES, INCLUDING LIMITATIONS ON OUR ABILITY TO OWN KEY ASSETS SUCH AS OUR WEBSITE.**

The People's Republic of China government extensively regulates the Internet industry including foreign ownership of, and the licensing and permit requirements pertaining to, companies in the Internet industry. These Internet-related laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainty. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be a violation of applicable laws and regulations. Issues, risks and uncertainties relating to People's Republic of China government regulation of the Internet industry include the following:

- We only have contractual control over our websites. We do not own the websites due to the restriction of foreign investment in businesses providing value-added telecommunication services in China, including online information services.
- There are uncertainties relating to the regulation of the Internet business in China, including evolving licensing practices, means that permits, licenses or operations at some of our companies may be subject to challenge. This may disrupt our business, or subject us to sanctions, requirements to increase capital or other conditions or enforcement, or compromise enforceability of related contractual arrangements, or have other harmful effects on us.
- Certain People's Republic of China government authorities have stated publicly that they are in the process of promulgating new laws and regulations that will regulate Internet activities. The areas of regulation may include online advertising, online news displaying, online audio-video program broadcasting and the provision of culture-related information over the Internet. Other aspects of our online operations may be regulated in the future. If our operations do not comply with these new regulations at the time they become effective, we could be subject to penalties.

The interpretation and application of existing People's Republic of China laws, regulations and policies and possible new laws, regulations or policies have created substantial uncertainties regarding the legality of existing and future foreign investments in, and the businesses and activities of, Internet businesses in China, including our business.

Although we believe we comply with current People's Republic of China regulations, we cannot assure you that the People's Republic of China government would agree that these operating arrangements comply with People's Republic of China licensing, registration or other regulatory requirements, with existing policies or with requirements or policies that may be adopted in the future. If the People's Republic of China government determines that we do not comply with applicable law, it could revoke our business and operating licenses, require us to discontinue or restrict our operations, restrict our right to collect revenues, block our website, require us to restructure our operations, impose additional conditions or requirements with which we may not be able to comply, impose restrictions on our business operations or on our customers, or take other regulatory or enforcement actions against us that could be harmful to our business.

**OUR CORPORATE ACTIONS ARE SUBSTANTIALLY CONTROLLED BY OUR PRINCIPAL SHAREHOLDERS AND AFFILIATED ENTITIES.**

Our principal shareholder, Xi Li and Changze Liu, owns 41.75% and 41.58% respective, which represent a total of approximately 83.33% of our outstanding shares of common stock. These shareholders could exert substantial influence over matters such as electing directors and approving mergers or other business combination transactions. This concentration of ownership may also discourage, delay or prevent a change in control of us, which could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of us and might reduce the price of our shares. These actions may be taken even if they are opposed by our other shareholders.

Also, Xi Li was also the major shareholder of HKAC who owned 49.9% shares, with whom we entered a Purchase Agreement on January 14, 2009. In this transaction, we acquired all the shares of HKAC from HKAC Shareholders, including Xi Li, for \$438,975 by delivery of a promissory note.

### **Risks Related to Doing Business in China**

#### **ADVERSE CHANGES IN ECONOMIC AND POLITICAL POLICIES OF THE PEOPLE'S REPUBLIC OF CHINA GOVERNMENT COULD HAVE A MATERIAL ADVERSE EFFECT ON THE OVERALL ECONOMIC GROWTH OF CHINA, WHICH COULD ADVERSELY AFFECT OUR BUSINESS.**

Substantially all of our business operations are conducted in China. Accordingly, our results of operations, financial condition and prospects are subject to a significant degree to economic, political and legal developments in China. China's economy differs from the economies of most developed countries in many respects, including with respect to the amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. While the People's Republic of China economy has experienced significant growth in the past 20 years, growth has been uneven across different regions and among various economic sectors of China. The People's Republic of China government has implemented various measures to encourage economic development and guide the allocation of resources. Some of these measures benefit the overall People's Republic of China economy, but may also have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations that are applicable to us. Since early 2004, the People's Republic of China government has implemented certain measures to control the pace of economic growth. Such measures may cause a decrease in the level of economic activity in China, which in turn could adversely affect our results of operations and financial condition.

#### **REGULATION AND CENSORSHIP OF INFORMATION DISSEMINATED OVER THE INTERNET IN CHINA MAY ADVERSELY AFFECT OUR BUSINESS AND SUBJECT US TO LIABILITY FOR INFORMATION LINKED TO OUR WEBSITE.**

The People's Republic of China government has adopted regulations governing Internet access and the distribution of news and other information over the Internet. Under these regulations, Internet content providers and Internet publishers are prohibited from posting or displaying over the Internet content that, among other things, violates People's Republic of China laws and regulations, impairs the national dignity of China, or is reactionary, obscene, superstitious, fraudulent or defamatory. Failure to comply with these requirements may result in the revocation of licenses to provide Internet content and other licenses and the closure of the concerned websites. In the past, failure to comply with such requirements has resulted in the closure of certain websites. The website operator may also be held liable for such censored information displayed on or linked to the website.

In addition, the Ministry of Information Industry has published regulations that subject website operators to potential liability for content displayed on their websites and the actions of users and others using their systems, including liability for violations of People's Republic of China laws prohibiting the dissemination of content deemed to be socially destabilizing. The Ministry of Public Security has the authority to order any local Internet service provider to block any Internet website at its sole discretion. From time to time, the Ministry of Public Security has stopped the dissemination over the Internet of information which it believes to be socially destabilizing. The State Secrecy Bureau is also authorized to block any website it deems to be leaking State secrets or failing to meet the relevant regulations relating to the protection of State secrets in the dissemination of online information.

#### **PEOPLE'S REPUBLIC OF CHINA GOVERNMENT AUTHORITIES MAY DEEM CERTAIN THIRD-PARTY WEBSITES UNLAWFUL AND COULD REQUIRE US TO REMOVE LINKS TO SUCH WEBSITES, WHICH MAY REDUCE OUR USER TRAFFIC AND HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS.**

The Internet industry in China, including the operation of online activities, is extensively regulated by the People's Republic of China government. Various People's Republic of China government authorities such as the State Council, the Ministry of Information Industry, the State Administration for Industry and Commerce, the State Press and Publication Administration and the Ministry of Public Security are empowered to issue and implement regulations governing various aspects of the Internet and online activities. Substantial uncertainties exist regarding the potential impact of current and future People's Republic of China laws and regulations on Internet search providers. We are not able to control or restrict the operation of third-party websites linked to or accessible through our website. If third-party websites linked to or accessible through our websites operate unlawful activities such as online gambling on their websites, People's Republic of China regulatory authorities may require us to remove the links to such websites or suspend or shut down the operation of such websites. This in turn may reduce our user traffic and adversely affect our business. In addition, we may be subject to potential liabilities for providing links to third-party websites that operate unlawful activities.

**INTENSIFIED GOVERNMENT REGULATION OF INTERNET CAFES COULD RESTRICT OUR ABILITY TO MAINTAIN OR INCREASE USER TRAFFIC TO OUR WEBSITE.**

In April 2001, the People's Republic of China government began tightening its regulation of Internet cafes. In particular, a large number of unlicensed Internet cafes have been closed. In addition, the People's Republic of China government has imposed higher capital and facility requirements for the establishment of Internet cafes. Furthermore, the People's Republic of China government's policy, which encourages the development of a limited number of national and regional Internet cafe chains and discourages the establishment of independent Internet cafes, may slow down the growth of Internet cafes. Recently, the Ministry of Culture, together with other government authorities, issued a joint notice suspending the issuance of new Internet cafe licenses. It is unclear when this suspension will be lifted. So long as Internet cafes are one of the primary venues for our users to access our website, any reduction in the number, or any slowdown in the growth, of Internet cafes in China could limit our ability to maintain or increase user traffic to our website.

#### **UNCERTAINTIES WITH RESPECT TO THE PEOPLE'S REPUBLIC OF CHINA LEGAL SYSTEM COULD ADVERSELY AFFECT US.**

We conduct our business primarily through our subsidiary and jinmimi.com. Our operations in China are governed by People's Republic of China laws and regulations. Our subsidiaries are generally subject to laws and regulations applicable to foreign investments in China and, in particular, laws applicable to wholly foreign-owned enterprises. The People's Republic of China legal system is based on written statutes. Prior court decisions may be cited for reference but have limited precedential value.

Since 1979, People's Republic of China legislation and regulations have significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system and recently-enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, because these laws and regulations are relatively new, and because of the limited volume of published decisions and their nonbinding nature, the interpretation and enforcement of these laws and regulations involve uncertainties. In addition, the People's Republic of China legal system is based in part on government policies and internal rules (some of which are not published on a timely basis or at all) that may have a retroactive effect. As a result, we may not be aware of our violation of these policies and rules until some time after the violation. In addition, any litigation in China may be protracted and result in substantial costs and diversion of resources and management attention.

#### **YOU MAY EXPERIENCE DIFFICULTIES IN EFFECTING SERVICE OF LEGAL PROCESS, ENFORCING FOREIGN JUDGMENTS OR BRINGING ORIGINAL ACTIONS IN CHINA BASED ON UNITED STATES OR OTHER FOREIGN LAWS AGAINST US, OUR MANAGEMENT OR THE EXPERTS NAMED IN THE PROSPECTUS BECAUSE WE CONDUCT SUBSTANTIALLY ALL OF OUR OPERATIONS IN CHINA AND ALL OF OUR OFFICERS RESIDE OUTSIDE THE UNITED STATES..**

We conduct substantially all of our operations in China and substantially all of our assets are located in China. In addition, all of our senior executive officers reside within China. As a result, it may not be possible to effect service of process within the United States or elsewhere outside China upon our senior executive officers, including with respect to matters arising under U.S. federal securities laws or applicable state securities laws. Moreover, our People's Republic of China counsel has advised us that the People's Republic of China does not have treaties with the United States or many other countries providing for the reciprocal recognition and enforcement of judgment of courts.

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests through actions against our management, directors or major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States.

#### **GOVERNMENTAL CONTROL OF CURRENCY CONVERSION MAY AFFECT THE VALUE OF YOUR INVESTMENT.**

The People's Republic of China government imposes controls on the convertibility of Chinese Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in Chinese Renminbi. Under our current structure, our income is primarily derived from dividend payments from our People's Republic of China subsidiaries. Shortages in the availability of foreign currency may restrict the ability of our People's Republic of China subsidiaries and our affiliated entity to remit sufficient foreign currency to pay dividends or other payments to us, or otherwise satisfy their foreign currency denominated obligations. Under existing People's Republic of China foreign exchange regulations, payments of current account items, including profit distributions, interest payments and expenditures from trade-related transactions, can be made in foreign currencies without prior approval from the People's Republic of China State Administration of Foreign Exchange by complying with certain procedural requirements. However, approval from appropriate government authorities is required where Chinese Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of bank loans denominated in foreign currencies. The People's Republic of China government may also at its discretion restrict access in the future to foreign currencies for current account transactions. If the foreign exchange control system prevents us from obtaining sufficient foreign currency to satisfy our currency demands, we may not be able to pay dividends in foreign currencies to our shareholders.





**RECENT PEOPLE’S REPUBLIC OF CHINA REGULATIONS RELATING TO ACQUISITIONS OF PEOPLE’S REPUBLIC OF CHINA COMPANIES BY FOREIGN ENTITIES MAY CREATE REGULATORY UNCERTAINTIES THAT COULD LIMIT OUR PEOPLE’S REPUBLIC OF CHINA SUBSIDIARIES’ ABILITY TO DISTRIBUTE DIVIDENDS OR OTHERWISE ADVERSELY AFFECT THE IMPLEMENTATION OF OUR ACQUISITION STRATEGY.**

The People’s Republic of China State Administration of Foreign Exchange (“SAFE”) issued a public notice in January 2005 concerning foreign exchange regulations on mergers and acquisitions in China. The public notice states that if an offshore company intends to acquire a People’s Republic of China company, such acquisition will be subject to strict examination by the relevant foreign exchange authorities. The public notice also states that the approval of the relevant foreign exchange authorities is required for any sale or transfer by the People’s Republic of China residents of a People’s Republic of China company’s assets or equity interests to foreign entities, such as us, for equity interests or assets of the foreign entities.

In April 2005, SAFE issued another public notice clarifying the January notice. In accordance with the April notice, if an acquisition of a People’s Republic of China company by an offshore company controlled by People’s Republic of China residents had been confirmed by a Foreign Investment Enterprise Certificate prior to the issuance of the January notice, each of the People’s Republic of China residents is required to submit a registration form to the local SAFE branch to register his or her respective ownership interests in the offshore company. The SAFE notices do not specify the timeframe during which such registration must be completed. The People’s Republic of China resident must also amend such registration form if there is a material event affecting the offshore company, such as, among other things, a change to share capital, a transfer of shares, or if such company is involved in a merger and an acquisition or a spin-off transaction or uses its assets in China to guarantee offshore obligations. We have notified our shareholders who are People’s Republic of China residents to register with the local SAFE branch as required under the SAFE notices. However, we cannot provide any assurances that all of our shareholders who are People’s Republic of China residents will comply with our request to make or obtain any applicable registrations or approvals required by these SAFE notices. The failure or inability of our People’s Republic of China resident shareholders to comply with the registration procedures set forth therein may subject us to fines and legal sanctions, restrict our cross-border investment activities, or limit our People’s Republic of China subsidiaries’ ability to distribute dividends to our company.

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

**FLUCTUATION IN THE VALUE OF CHINESE RENMINBI MAY HAVE A MATERIAL ADVERSE EFFECT ON YOUR INVESTMENT.**

The value of Chinese Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions. On July 21, 2005, the People’s Republic of China government changed its decade-old policy of pegging the value of the Chinese Renminbi to the U.S. dollar. Under the new policy, the Chinese Renminbi is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. This change in policy has resulted in an approximately 2.0% appreciation of the Chinese Renminbi against the U.S. dollar. While the international reaction to the Chinese Renminbi revaluation has generally been positive, there remains significant international pressure on the People’s Republic of China government to adopt an even more flexible currency policy, which could result in a further and more significant appreciation of the Chinese Renminbi against the U.S. dollar. Our revenues and costs are mostly denominated in Chinese Renminbi, while a significant portion of our financial assets are denominated in U.S. dollars. We rely entirely on dividends and other fees paid to us by our subsidiaries and affiliated entity in China. Any significant revaluation of Chinese Renminbi may materially and adversely affect our cash flows, revenues, earnings and financial position, and the value of, and any dividends payable on, our equities in U.S. dollars. For example, an appreciation of Chinese Renminbi against the U.S. dollar would make any new Chinese Renminbi denominated investments or expenditures more costly to us, to the extent that we need to convert U.S. dollars into Chinese Renminbi for such purposes. An appreciation of Chinese Renminbi against the U.S. dollar would also result in foreign currency translation losses for financial reporting purposes when we translate our U.S. dollar denominated financial assets into Chinese Renminbi, as Chinese Renminbi or RMB is our reporting currency.

**Risks Related to This Offering**

**WE DO NOT EXPECT TO PAY DIVIDENDS AND INVESTORS SHOULD NOT BUY OUR COMMON STOCK EXPECTING TO RECEIVE DIVIDENDS**





We have not paid any dividends on our common stock in the past, and do not anticipate that we will declare or pay any dividends in the foreseeable future. Consequently, you will only realize an economic gain on your investment in our common stock if the price appreciates. You should not purchase our common stock expecting to receive cash dividends.

**THERE IS NO ASSURANCE OF A PUBLIC MARKET AND THAT THE COMMON STOCK WILL EVER TRADE ON A RECOGNIZED EXCHANGE.**

There is no established public trading market for our securities. We currently intend to seek a market maker to apply for a listing on the OTC Electronic Bulletin Board in the United States. Our shares are not and have not been listed or quoted on any exchange or quotation system. There can be no assurance that a market maker will agree to file the necessary documents with the National Association of Securities Dealers, which operates the OTC Electronic Bulletin Board, nor can there be any assurance that such an application for quotation will be approved or that a regular trading market will develop or that if developed, will be sustained. In the absence of a trading market, an investor may be unable to liquidate its investment.

The offering price of the shares was arbitrarily determined, and therefore should not be used as an indicator of the future market price of the securities. Therefore, the offering price bears no relationship to the actual value of the company, and may make our shares difficult to sell.

Since our shares are not listed or quoted on any exchange or quotation system, the offering price of \$0.025 for the shares of common stock was arbitrarily determined. The facts considered in determining the offering price were our financial condition and prospects, our limited operating history and the general condition of the securities market. The offering price is not an indication of and is not based upon our actual value. The offering price bears no relationship to the book value, assets or earnings of our company or any other recognized criteria of value. The offering price should not be regarded as an indicator of the future market price of the securities.

**“PENNY STOCK” RULES MAY MAKE BUYING OR SELLING OUR COMMON STOCK DIFFICULT**

Trading in our securities is subject to the “penny stock” rules. The SEC has adopted regulations that generally define a penny stock to be any equity security that has a market price of less than \$5.00 per share, subject to certain exceptions. These rules require that any broker-dealer who recommends our securities to persons other than prior customers and accredited investors, must, prior to the sale, make a special written suitability determination for the purchaser and receive the purchaser’s written agreement to execute the transaction. Unless an exception is available, the regulations require the delivery, prior to any transaction involving a penny stock, of a disclosure schedule explaining the penny stock market and the risks associated with trading in the penny stock market. In addition, broker-dealers must disclose commissions payable to both the broker-dealer and the registered representative and current quotations for the securities they offer. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from effecting transactions in our securities, which could severely limit the market price and liquidity of our securities.

Broker-dealers who sell penny stocks to certain types of investors are required to comply with the Commission’s regulations concerning the transfer of penny stocks. These regulations require broker-dealers to:

- Make a suitability determination prior to selling a penny stock to the purchaser;
- Receive the purchaser’s written consent to the transaction; and
- Provide certain written disclosures to the purchaser.

These requirements may restrict the ability of broker-dealers to sell our common stock and may affect your ability to resell our common stock.

**USE OF PROCEEDS**

The selling stockholders are selling shares of common stock covered by this prospectus for their own account. We will not receive any of the proceeds from the resale of these shares. We have agreed to bear the expenses relating to the registration of the shares for the selling security holders.

**DETERMINATION OF OFFERING PRICE**

Since our shares are not listed or quoted on any exchange or quotation system, the offering price of the shares of common stock was arbitrarily determined. The offering price \$0.025 was determined by the price shares were sold to our shareholders in our private placement which was completed in January 2009.



The offering price of the shares of our common stock has been determined arbitrarily by us and does not necessarily bear any relationship to our book value, assets, past operating results, financial condition or any other established criteria of value. The facts considered in determining the offering price were our financial condition and prospects, our limited operating history and the general condition of the securities market. Although our common stock is not listed on a public exchange, we will be filing to obtain a listing on the Over The Counter Bulletin Board (OTCBB) concurrently with the filing of this prospectus. In order to be quoted on the Bulletin Board, a market maker must file an application on our behalf in order to make a market for our common stock. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, which operates the OTC Electronic Bulletin Board, nor can there be any assurance that such an application for quotation will be approved.

In addition, there is no assurance that our common stock will trade at market prices in excess of the initial public offering price as prices for the common stock in any public market which may develop will be determined in the marketplace and may be influenced by many factors, including the depth and liquidity.

## DILUTION

The common stock to be sold by the selling shareholders is common stock that is currently issued. Accordingly, there will be no dilution to our existing shareholders.

## SELLING SHAREHOLDERS

The shares being offered for resale by the selling stockholders consist of the 4,000,000 shares of our common stock held by 40 shareholders of our common stock which sold in our Regulation D and/or Regulation S offering completed in January 2009.

The following table sets forth the name of the selling stockholders, the number of shares of common stock beneficially owned by each of the selling stockholders as of January 23, 2009 and the number of shares of common stock being offered by the selling stockholders. The shares being offered hereby are being registered to permit public secondary trading, and the selling stockholders may offer all or part of the shares for resale from time to time. However, the selling stockholders are under no obligation to sell all or any portion of such shares nor are the selling stockholders obligated to sell any shares immediately upon effectiveness of this prospectus. All information with respect to share ownership has been furnished by the selling stockholders.

Name of selling stockholder	Shares of common stock owned prior to offering	Shares of common stock to be sold (1)	Shares of common stock owned after offering	Percent of common stock owned after offering (2)
Lei Cai	800,000	800,000	0	0
Huagui Zhao	900,000	900,000	0	0
Fang Liu	100	100	0	0
Jin Wang	700,000	700,000	0	0
Kequan Huang	500,000	500,000	0	0
Quanzhong Wang	100	100	0	0
Xiaohong Liang	100	100	0	0
Shuzhi Feng	1,000	1,000	0	0
Qiang Zhao	824,700	824,700	0	0
Yunfei Liu	1,000	1,000	0	0
Hongyan Xun	240,000	240,000	0	0
Rui Peng	8,000	8,000	0	0
Qinfang Hu	1,000	1,000	0	0
Tao Geng	6,000	6,000	0	0
Yan Li	500	500	0	0
Yan Ding	500	500	0	0
Xiaonian Li	2,000	2,000	0	0
Qianqian Sun	500	500	0	0
Gang Xiang	500	500	0	0
Bingbing Hu	1,000	1,000	0	0
Haibo Li	6,000	6,000	0	0
Xinfu Cheng	1,000	1,000	0	0
Zhangan Yang	1,000	1,000	0	0
Kaiwei Shen	800	800	0	0

E Jiang	100	100	0	0
Yuanping Dai	200	200	0	0

Fang Ren	100	100	0	0
Xiaoqiang Wei	400	400	0	0
Qiang Wang	200	200	0	0
Jiacai He	300	300	0	0
Bo Wang	200	200	0	0
Zhengguo Luo	200	200	0	0
Kangning Cheng	200	200	0	0
Nan Chen	100	100	0	0
Xia Cao	500	500	0	0
Tianbing Zhen	200	200	0	0
Xiaoming Zou	600	600	0	0
Jin Fan	500	500	0	0
Xueru Chen	200	200	0	0
Xiaohong Chen	200	200	0	0
<b>Total</b>		<b>4,000,000</b>		

- (1) Assumes that all of the shares of common stock offered in this prospectus are sold and no other shares of common stock are sold or issued during the offering period.
- (2) Based on 24,000,000 shares issued and outstanding as of January 23, 2009.

To our knowledge, none of the selling shareholders or their beneficial owners:

- has had a material relationship with us other than as a shareholder at any time within the past three years; or
- has ever been one of our officers or directors or an officer or director of our predecessors or affiliates
- are broker-dealers or affiliated with broker-dealers.

#### PLAN OF DISTRIBUTION

The selling security holders may sell some or all of their shares at a fixed price of \$0.025 per share until our shares are quoted on the OTC Bulletin Board and thereafter at prevailing market prices or privately negotiated prices. The offering price of \$0.025 was determined by the price shares were sold to our shareholders in a private placement memorandum and is a fixed price at which the selling security holders may sell their shares until our common stock is quoted on the OTC Bulletin Board, at which time the shares may be sold at prevailing market prices or privately negotiated prices. Prior to being quoted on the OTCBB, shareholders may sell their shares in private transactions to other individuals. Although our common stock is not listed on a public exchange, we will be filing to obtain a listing on the Over The Counter Bulletin Board (OTCBB) concurrently with the filing of this prospectus. In order to be quoted on the Bulletin Board, a market maker must file an application on our behalf in order to make a market for our common stock. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, which operates the OTC Electronic Bulletin Board, nor can there be any assurance that such an application for quotation will be approved. There is no assurance that an active trading market for our shares will develop, or, if developed, that it will be sustained. In the absence of a trading market or an active trading market, investors may be unable to liquidate their investment or make any profit from the investment. However, sales by selling security holder must be made at the fixed price of \$0.025 until a market develops for the stock.

Once a market has been developed for our common stock, the shares may be sold or distributed from time to time by the selling stockholders directly to one or more purchasers or through brokers or dealers who act solely as agents, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, at negotiated prices or at fixed prices, which may be changed. The distribution of the shares may be effected in one or more of the following methods:

- ordinary brokers transactions, which may include long or short sales,
- transactions involving cross or block trades on any securities or market where our common stock is trading, market where our common stock is trading,
- through direct sales to purchasers or sales effected through agents,
- through transactions in options, swaps or other derivatives (whether exchange listed or otherwise), or exchange listed or otherwise), or
- any combination of the foregoing.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common

stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling security holders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

Brokers, dealers, underwriters or agents participating in the distribution of the shares may receive compensation in the form of discounts, concessions or commissions from the selling stockholders and/or the purchasers of shares for whom such broker-dealers may act as agent or to whom they may sell as principal, or both (which compensation as to a particular broker-dealer may be in excess of customary commissions). The selling stockholders and any broker-dealers acting in connection with the sale of the shares hereunder may be deemed to be underwriters within the meaning of Section 2(11) of the Securities Act of 1933, and any commissions received by them and any profit realized by them on the resale of shares as principals may be deemed underwriting compensation under the Securities Act of 1933. Neither the selling stockholders nor we can presently estimate the amount of such compensation. We know of no existing arrangements between the selling stockholders and any other stockholder, broker, dealer, underwriter or agent relating to the sale or distribution of the shares.

We will not receive any proceeds from the sale of the shares of the selling security holders pursuant to this prospectus. We have agreed to bear the expenses of the registration of the shares, including legal and accounting fees, and such expenses are estimated to be approximately \$12,000.

## **DESCRIPTION OF SECURITIES TO BE REGISTERED**

### General

Our authorized capital stock consists of 100,000,000 shares of common stock, \$0.0001 par value per share and 10,000,000 shares of preferred stock, par value \$0.0001 per share. There are no provisions in our charter or by-laws that would delay, defer or prevent a change in our control.

### Common Stock

We are authorized to issue 100,000,000 shares of common stock, \$0.0001 par value per share. Currently we have 24,000,000 common shares issued and outstanding.

The holders of our common stock have equal ratable rights to dividends from funds legally available if and when declared by our board of directors and are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs. Our common stock does not provide the right to a preemptive, subscription or conversion rights and there are no redemption or sinking fund provisions or rights. Our common stock holders are entitled to one non-cumulative vote per share on all matters on which shareholders may vote.

All shares of common stock now outstanding are fully paid for and non-assessable and all shares of common stock which are the subject of this private placement are fully paid and non-assessable. We refer you to our Articles of Incorporation, Bylaws and the applicable statutes of the state of Nevada for a more complete description of the rights and liabilities of holders of our securities. All material terms of our common stock have been addressed in this section.

Holders of shares of our common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in that event, the holders of the remaining shares will not be able to elect any of our directors.

### Preferred Stock

We are authorized to issue 10,000,000 shares of preferred stock, \$0.0001 par value per share, with designations, rights and preferences determined from time to time by our board of directors. No shares of preferred stock have been designated, issued or are outstanding. Accordingly, our board of directors is empowered, without stockholder approval, to issue up to 10,000,000 shares of preferred stock with voting, liquidation, conversion, or other rights that could adversely affect the rights of the holders of the common stock. Although we have no present intention to issue any shares of preferred stock, there can be no assurance that we will not do so in the future.





Among other rights, our board of directors may determine, without further vote or action by our stockholders:

- the number of shares and the designation of the series;
- whether to pay dividends on the series and, if so, the dividend rate, whether dividends will be cumulative and, if so, from which date or dates, and the relative rights of priority of payment of dividends on shares of the series;
- whether the series will have voting rights in addition to the voting rights provided by law and, if so, the terms of the voting rights;
- whether the series will be convertible into or exchangeable for shares of any other class or series of stock and, if so, the terms and conditions of conversion or exchange;
- whether or not the shares of the series will be redeemable and, if so, the dates, terms and conditions of redemption and whether there will be a sinking fund for the redemption of that series and, if so, the terms and amount of the sinking fund; and
- the rights of the shares of the series in the event of our voluntary or involuntary liquidation, dissolution or winding up and the relative rights or priority, if any, of payment of shares of the series.

We presently do not have plans to issue any shares of preferred stock. However, preferred stock could be used to dilute a potential hostile acquirer. Accordingly, any future issuance of preferred stock or any rights to purchase preferred shares may have the effect of making it more difficult for a third party to acquire control of us. This may delay, defer or prevent a change of control in our company or an unsolicited acquisition proposal. The issuance of preferred stock also could decrease the amount of earnings attributable to, and assets available for distribution to, the holders of our common stock and could adversely affect the rights and powers, including voting rights, of the holders of our common stock.

#### Dividends

We have not paid any cash dividends to shareholders. The declaration of any future cash dividends is at the discretion of our board of directors and depends upon our earnings, if any, our capital requirements and financial position, our general economic conditions, and other pertinent conditions. It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

#### Warrants & Options

There are no outstanding warrants or options to purchase our securities.

### **INTERESTS OF NAMED EXPERTS AND COUNSEL**

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had, or is to receive, in connection with the offering, a substantial interest, direct or indirect, in the registrant or any of its parents or subsidiaries. Nor was any such person connected with the registrant or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

The financial statements included in this prospectus and the registration statement have been audited by Albert Wong & Co. to the extent and for the periods set forth in their report appearing elsewhere herein and in the registration statement, and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

### **DESCRIPTION OF BUSINESS**

#### **Our History and Structure**

We were incorporated under the laws of the State of Nevada in November 2008. We are an online media company and value-added information service provider in the PRC. In January 2009, the Company entered into a Purchase Agreement HKAC and HKAC Shareholders, pursuant which we acquired 100% HKAC Shares from HKAC and HKAC Shareholders, for a purchase price of \$438,975 by delivery of our promissory note. As a result, HKAC and its subsidiary, Chuangding, became our wholly-owned subsidiaries. In this transaction, Mr. Xi Li, our major shareholders, was also a shareholder of HKAC owned 49.9% shares. Further details referred to Transaction with Related Persons, Promoters and Certain Control Persons on page 33 of this prospectus.

Since the consummation of the Purchase Agreement, we believe that we are not a blank check company as that term is defined in Rule 419 of Regulation C under the Securities Act of 1933. We do not have any intention of merging with another company or allowing ourselves to be acquired by another company, or to act as a blank check company as defined in Regulation C.



In January 2009, we completed a Regulation D Rule 506 and/or Regulation S offering in which we sold 4,000,000 shares of common stock to 40 investors, at a price per share of \$0.025 per share for an aggregate offering price of \$100,000.

Our operations are limited to Chuangding's 100% ownership interest of Shenzhen Jinmimi under a long-term management consultancy agreement. Shenzhen Jinmimi operates a website [www.jinmimi.com](http://www.jinmimi.com) that provides online financial and listed company data and information mainly through online forums. With a network of localized web sites targeting Greater China and overseas Chinese, the Company provides forum-based products and services such as blogs and discussion board through an on-line forum, Jinmimi Financial Forum.

Many residents of PRC use Jinmimi Financial Forum to publish and search for financial data and information.

We have not been involved in any bankruptcy, receivership or similar proceeding. We have not been involved in any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business.

## **Business Overview**

We are one of the companies that specialize in providing online financial and listed company data and information in China. We offer registered-based services on a single information platform that provided financial data and information that we deliver through online forums. Our service offerings permit users to post and search financial information on the forum – Jinmimi Financial Forum. Jinmimi Financial Forum is divided into six (6) sub-forums: Stock Market Information, Mutual Funds Information, Bonds Market Information, Commodities & Futures Information, Foreign Currencies Information, and Our Life Section. Our service offerings can be accessed through our websites at [www.jinmimi.com](http://www.jinmimi.com). As of January 15, 2009, we had a total of approximately 70,000 registered user accounts. We have approximately 20,000 active users.

Our service offers to users are used by and targeted at a broad range of investors in China and overseas Chinese, including individual investors managing their own money, professional investors such as institutional investors managing large sums of money on behalf of their clients, other financial professional such as investment bankers, stock analysts and financial reporters and middle class individuals. Our website users are not charged for visiting our websites. In the next 12 months, we are planning to develop a more integrated information platform that will allow users to select from a range of downloadable and web-based research tools through paid subscription. Through the expansion of our registered users, we are also aimed to provide advertising services to increase our revenue. Our service offerings are designed to enhance our users' experience due to the following characteristics:

### *Interactive*

We have established six (6) discussion forums where users can share with each other views on stocks and trends in the financial markets in China. In addition, we have introduced stock alert services that send messages to our users' mobile phones notifying them of related information of their interest, according to their pre-set query parameters, allowing them to extend their experience with our services beyond the Internet.

### *Unbiased*

Our website presents third-party content, analysis and commentary to provide our users with a broad view of the financial markets in China. We do not formulate or publish views on this content, analysis or commentary. Because we are not motivated to convince them to buy or sell any securities or to invest in any specific investments, we believe our subscribers and users view us as an unbiased provider of financial information.

### *Easy to use*

Our research tools and our website are designed with a screen layout, menu options and displays that we believe any user familiar with a computer will find easy to use. From our basic web page, our users can enter into any of the six forums with a variety of financial data and information topics that interest them. Through our search tools, our users have access to a large pool of historical financial data and information, which they can categorize and analyze as they determine. We have a product development team directed at working closely with our customer support personnel to update and develop information and presentation formats that our subscribers view as enhancing ease of use and increasing the informative power of our research tools and our website. Our website is also designed to accommodate low bandwidth access to the Internet.

## **Market Opportunity**

The Internet industry in China has experienced rapid growth during the past several years and is expected to continue to expand at a fast rate over the next few years.



Our primary focus is the China market. The success of our business is tied to the size and vitality of China's economy. In a preliminary study published by the Chinese National Bureau of Statistics, China's gross domestic product (GDP) reached \$2.4 trillion in 2007, representing a 11.4% year-on-year growth rate. There were 210 million Internet users in China according to the latest survey by China Internet Network Information Center ("CNNIC") and there were 480 million mobile phone users in China according to a May 2007 Report issued by China's Ministry of Information Industry. The large user base makes China an attractive market for the Company to expand its business. According to the latest survey by CNNIC, China has 161 million broadband users. The large broadband adoption creates opportunity for the online industry, in particular in the areas of audio and video-based products and services for Internet users and in the area of rich media and video advertising. With the Chinese government shall issue 3G wireless licenses in January 2009, the 3G mobile network may open China's online gateway to its mobile user, which may create additional business opportunities for Jinmimi.

## **Growth Strategies**

We are a development stage company and we do not have any revenue since inception. And we do not charge our website users for visiting our website currently. However, we intend to develop paid-subscription services in the next 12 months to generate revenue. And we also aim to provide advertising services in the future to increase our revenue.

When we attract more users in the next 12 months, we will develop an integrated information platform that will allow users to select from a range of downloadable and web-based research tools through paid subscription. We intend to:

- build our customer database by better understanding and in depth mining registered users;
- upgrade our existing service offerings and expand our present service offerings to include downloadable and web-based research tools for data and information relating to financial instruments such as stocks, mutual funds, currencies, futures and commodities;
- develop and increase our subscriber base by expanding distribution channels such as banks, mutual funds and brokerage firms;
- increase our sales force scale and improve efficiency by recruiting more telemarketing sales personnel and training them with better sales skills; and
- encourage our users to subscribe to our newer, more comprehensive and higher priced service offerings in the future.

In additional, we are negotiating with several software companies that provide stock analysis tools, advertising companies and a consultancy company to advertise on our website. We expect to generate revenue through advertising service at the end of March 2009.

## **Our Website and its Features**

Our website content and our search tools are the key components of our information platform. Our websites have four primary functions:

- To attract visitors and market our registered-based service offerings;
- To store content and serve as an integral part of our information platform;
- to provide online forum for users to share with each other views on stocks and trends in the financial markets in China; and
- to provide research tools.

In order to attract visitors to our websites, we currently offer our website content free of charge. Through our websites, users can participate in online forum discussions. We believe our websites are designed for ease of use and accommodate low bandwidth access to the Internet.

### *Online forums*

Our online forum's name is Jinmimi Financial Forum. We maintain six (6) online sub-forums on our website, enabling our users to participate in the discussions on specific financial topics we believe will be of interest to them. The online forums are moderated by third party moderators approved by us. We believe the discussion forums enhance our users' experience and, through our active monitoring, allow us to better understand our users' behavior and needs. The name and features of these 6 forums are as follows:

- Stock Market Information: discussion board for users to share their opinions and experiences to purchase and sell the stocks in China market.
- Mutual Funds Information: discussion board for users to share their opinions and experiences to participate in mutual funds in China securities market.
- Bonds Market Information: discussion board for users to share their opinions and experiences to purchase and sell the bonds in China market.
- Commodities & Futures Information: discussion board for users to share their opinions and experiences to purchase and sell the commodities and futures in China market.
- Foreign Currencies Information: discussion board for users to share their opinions and experiences to purchase and sell the foreign currencies in China market.
- Our Life Section: discussion board for users to share their opinions and experiences on the overall securities market in China.

### *Our search tool*

Our web search allows users to locate information in our online forums using Chinese language search terms. After entering a search query, users are generally presented with a list of search results. Users can then access the desired websites by clicking on the hypertext links displayed in the search results.

In addition, through Advanced Search, we have integrated additional features into our web search that help users find information more accurately and easily.

- Advanced Search: enables users to create more focused queries by employing techniques such as narrowing results to specified words or phrases, specified forums, authors, and/or time frames.

### **Our Content Providers**

All of our registered users are our content providers by posting new articles or responses on our six forums.

### **Sales and Marketing**

We market our service offerings through our website [www.jinmimi.com](http://www.jinmimi.com). We currently do not charge users for visiting our website. However, we intend to develop an integrated platform for downloadable financial information to paid-subscribers. We also intend to develop advertising services when we attract more users.

### **Technology and Infrastructure**

Our internally developed technology infrastructure is designed to maximize the number of concurrent users we can serve, while minimizing information retrieval time for our users. Our technology platform, which consists of web server technology, enables us to enhance performance, reliability and scalability in handling bursts of high-volume data requests during peak time, allowing users to quickly retrieve the information that they search for even during periods of high concurrent use. The core technology of our website is jointly developed with Shenzhen Runteam Culture Communication Co., Ltd., a company which specializing in communication and website planning and design with more than ten years experience. The server belongs to our own.

### *Web server technology*

Our web server technology enables us to quickly develop and deploy information services dynamically. Our web server technology includes features that are designed to optimize the performance of our online services. For example, we developed a special feature that maximizes the time during which client-server connections are kept open, based on current server load, thereby increasing user navigation and website access speed.

## Competition

Currently the online financial information service in China is rapidly evolving and highly competitive. Because we are focusing on China securities market and online forums, we mainly compete with other internet companies provided financial information and forums, such as Jinrongjie Forum ([www.jrj.com](http://www.jrj.com)), Hexu Financial ([www.hexu.com](http://www.hexu.com)), East Money ([www.eastmoney.com](http://www.eastmoney.com)), MACD Financial ([www.macd.cn](http://www.macd.cn)), and Lixiang Securities Forum ([www.55188.com](http://www.55188.com)), etc. These competitors have longer operating histories, and have generated significant traffic, a loyal user base and a large and broad customer base. They have widely recognized brand names in China and greater financial resources than we do. We compete with these providers primarily for user traffic currently. In the future if we develop advertising service, we will compete with them for online advertising as well.

Our ability to compete depends on many factors, including the comprehensiveness, timeliness and trustworthiness of our content, the ease of use of our information platform and the contents of our online financial forums.

## Intellectual property

We have registered one key domain name relating to our websites, [www.jinmimi.com](http://www.jinmimi.com), with the Internet Corporation for Assigned Names and Numbers, or ICANN, an internationally organized, non-profit corporation.

## Government and State Regulations

### Internet Law

The Chinese government has enacted an extensive regulatory scheme governing the operation of business with respect to the internet, such as telecommunications, Internet information services, international connections to computer information networks, information security, censorship and administrative protection of copyright. Our website is currently in compliance with all government and state regulations applicable to access, content or commerce on the internet.

Specifically, PRC regulates online advertising, principally through the State Administration of Industry and Commerce (“SAIC”). Any entity that wishes to conduct advertising business in the PRC must first obtain approval from the SAIC or its local counterpart. We conduct our online advertising business through [www.jinmimi.com](http://www.jinmimi.com), which holds an advertising operating license.

However, due to the increasing popularity and use of the Internet, it is possible that an additional number of laws and regulations may be adopted with respect to the Internet covering issues such as:

- \* user privacy;
- \* freedom of expression;
- \* pricing;
- \* content and quality of products and services;
- \* taxation;
- \* advertising;
- \* intellectual property rights; and
- \* information security

The adoption of any such laws or regulations might decrease the rate of growth of internet use, which in turn could decrease the demand for our services, increase the cost of doing business or in some other manner have a material adverse effect on our business, financial condition and operating results. In addition, applicability to the Internet of existing laws governing issues such as property ownership, copyrights and other intellectual property issues, taxation, libel, obscenity and personal privacy is uncertain. The vast majorities of such laws were adopted prior to the advent of the Internet and related technologies and, as a result, do not contemplate or address the unique issues of the Internet and related technologies.

## Regulations on News Display

Displaying news on a website and disseminating news through the Internet are highly regulated in the People’s Republic of China. In November 2000, the State Council News Office and the Ministry of Information Industry promulgated the Provisional Measures for Administrating Internet Websites Carrying on the News Displaying Business. These measures require an Internet Communications Protocol operator (other than a government authorized news unit) to obtain State Council News Office approval to post news on its website or disseminate news through the Internet. Furthermore, the disseminated news must come from government-approved sources pursuant to contracts between the Internet Communications Protocol operator and these sources, copies of which must be filed with the relevant government authorities.





Currently we do not provide news by ourselves. But our users may post with links to other domestic websites that display news. According to our People's Republic of China legal counsel, providing links to news stories in response to a search query does not constitute displaying news on a website or disseminating news through the Internet. Therefore, we are not required to obtain governmental approval for providing our search users with these news links.

### **Regulation on Internet Culture Activities**

On May 10, 2003, the Ministry of Culture promulgated the Internet Culture Administration Tentative Measures, or the Internet Culture Measures. The Internet Culture Measures require Internet Communications Protocol operators engaging in "Internet culture activities" to obtain a license from the Ministry of Culture. The term "Internet culture activities" includes, among other things, online dissemination of Internet cultural products (such as audio-video products, gaming products, performances of plays or programs, works of art and cartoons) and the production, reproduction, importation, sale (wholesale or retail), leasing and broadcasting of Internet cultural products. The Internet Culture Measures do not state whether the measures apply to Internet search services that provide links to Internet cultural products, such as online audio-video products offered by third-party websites. According to our People's Republic of China legal counsel, Internet search services that provide links to third-party websites do not currently constitute engaging in Internet culture activities under the Internet Culture Measures. We therefore believe that we do not need to obtain an Internet culture business operation license.

### **Regulation on Broadcasting Audio-Video Programs through the Internet**

On January 7, 2003, the State Administration of Radio, Film and Television promulgated the Rules for Administration of Broadcasting of Audio-Video Programs through the Internet and Other Information Networks, or the Broadcasting Rules. The Broadcasting Rules regulate Internet broadcasting of audio-video programs. According to the Broadcasting Rules, anyone who wishes to engage in Internet broadcasting activities must first obtain a license.

On April 23, 2005, the State Council announced a policy regarding investment by non-state-owned companies in culture-related business in China. The policy restricts investment by non-state-owned companies in audio-video broadcasting business or website news business, whether the business is conducted via Internet or otherwise. The policy authorizes the Ministry of Culture, the State Administration of Radio, Film and Television and the State Council News Office to adopt detailed implementation rules according to the policy. As we do not provide audio-video directly through our website, although our users may provide algorithm-generated links to third-party websites, we do not believe this policy would have direct adverse impact on our business and operations.

### **Regulations on Advertisements**

The People's Republic of China government regulates online advertising, principally through the State Administration for Industry and Commerce, or the SAIC. Under the Rules for Administration of Foreign Invested Advertising Enterprise, promulgated by the SAIC and Ministry of Commerce on March 2, 2004, and the Guidance Catalogue, foreign investors are currently permitted to own up to 70% of the equity interest, individually or collectively, in a People's Republic of China advertising company. Starting December 10, 2005, there will be no limit on the percentage of foreign equity ownership.

Any entity that wishes to conduct advertising business in the People's Republic of China must first obtain approval from the SAIC or its local counterpart. Although the People's Republic of China laws or regulations at the national level do not specifically regulate online advertising businesses, certain provincial government authorities, such as the Beijing Administration for Industry and Commerce, or Beijing AIC, regulate online advertising businesses. In March 2001, Beijing AIC promulgated the Online Advertising Tentative Administrative Measures, which require Internet Communications Protocol operators that provide online advertising services within the municipality of Beijing to obtain an advertising operations license.

### **Regulation on Software Products**

On October 27, 2000, the Ministry of Information Industry issued the Administrative Measures on Software Products, or the Software Measures, to strengthen the regulation of software products and to encourage the development of the People's Republic of China software industry. Under the Software Measures, a software developer must have all software products imported into or sold in the People's Republic of China tested by a testing organization approved by the Ministry of Information Industry. The software products must be registered with the Ministry of Information Industry or with its provincial branch. The sale of unregistered software products in the People's Republic of China is forbidden. Software products can be registered for five years, and the registration is renewable upon expiration.

## Regulations on Intellectual Property Rights

China has adopted legislation governing intellectual property rights, including trademarks, patents and copyrights. China is a signatory to the main international conventions on intellectual property rights and became a member of the Agreement on Trade Related Aspects of Intellectual Property Rights upon its accession to the WTO in December 2001.

**Patent.** The National People's Congress adopted the Patent Law in 1984, and amended it in 1992 and 2000. The purpose of the Patent Law is to protect and encourage invention, foster applications of invention and promote the development of science and technology. To be patentable, invention or utility models must meet three conditions: novelty, inventiveness and practical applicability. Patents cannot be granted for scientific discoveries, rules and methods for intellectual activities, methods used to diagnose or treat diseases, animal and plant breeds or substances obtained by means of nuclear transformation. The Patent Office under the State Council is responsible for receiving, examining and approving patent applications. A patent is valid for a term of twenty years in the case of an invention and a term of ten years in the case of utility models and designs. A third-party user must obtain consent or a proper license from the patent owner to use the patent. Otherwise, the use constitutes an infringement of patent rights.

**Copyright.** The National People's Congress amended the Copyright Law in 2001 to widen the scope of works and rights that are eligible for copyright protection. The amended Copyright Law extends copyright protection to Internet activities, products disseminated over the Internet and software products. In addition, there is a voluntary registration system administered by the China Copyright Protection Center.

To address copyright issues relating to the Internet, the People's Republic of China Supreme People's Court on November 11, 2000 issued the Interpretations on Some Issues Concerning Applicable Laws for Trial of Disputes Over Internet Copyright, or the Interpretations, which were subsequently amended on December 23, 2003. The Interpretations establish joint liability for Internet Communications Protocol operators if they knowingly participate in, assist in or incite infringing activities or fail to remove infringing content from their websites after receiving notice from the rights holder. In addition, any act intended to bypass circumvention technologies designed to protect copyrights constitutes copyright infringement.

To address the problem of copyright infringement related to the content posted or transmitted over the Internet, the People's Republic of China National Copyright Administration and the Ministry of Information Industry jointly promulgated the Administrative Measures for Copyright Protection Related to the Internet on April 30, 2005. This measure became effective on May 30, 2005.

This measure applies to situations where an Internet Communications Protocol operator (i) allows another person to post or store any works, recordings, audio or video programs on the websites operated by such Internet Communications Protocol operator or (ii) provides links to, or search results for, the works, recordings, audio or video programs posted or transmitted by such person, without editing, revising or selecting the content of such material. Upon receipt of an infringement notice from a legitimate copyright holder, an Internet Communications Protocol operator must take remedial actions immediately by removing or disabling access to the infringing content. If an Internet Communications Protocol operator knowingly transmits infringing content or fails to take remedial actions after receipt of a notice of infringement, the Internet Communications Protocol operator could be subject to administrative penalties, including: cessation of infringement activities; confiscation by the authorities of all income derived from the infringement activities; and payment of a fine of up to three times the unlawful income or, in cases where the amount of unlawful income cannot be determined, a fine of up to RMB100,000. An Internet Communications Protocol operator is also required to retain all infringement notices for a minimum of six months and to record the content, display time and IP addresses or the domain names related to the infringement for a minimum of 60 days. Failure to comply with this requirement could result in an administrative warning and a fine of up to RMB30,000.

Under People's Republic of China copyright laws, a copyright holder can sue Internet service providers for copyright infringement. For example, in 2004, a Chinese record company sued a Chinese Internet music content provider, alleging that the defendant enabled users to download certain MP3 music files without the plaintiff's authorization. The Beijing Municipal Supreme People's Court found the defendant liable for knowingly participating in infringing activities and fined the defendant RMB100,000 (US\$12,082). On the other hand, in a 2001 case in which an author sued a Chinese Internet company for providing search links to a third-party website which displayed his book online without his authorization, the Haidian District People's Court in Beijing held that the Internet company was not liable for providing algorithm-generated search links to the third-party website without knowledge of the website's infringing activities. However, if an Internet search provider does not promptly remove links to the infringing content after receiving notices from the copyright holders, the Internet search provider can be held liable by a People's Republic of China court. For example, in 2000, a copyright holder of a book brought a copyright infringement claim against another Chinese Internet company in the Beijing Intermediate People's Court, alleging that the defendant provided search links to certain third-party websites that posted the plaintiff's book without authorization and refused to remove such links to the infringing websites after the plaintiff requested the defendant to do so. The court found the defendant liable based primarily on the fact that it received notices of infringement from the plaintiff but did not timely remove the search links, and ordered the defendant to pay RMB3,000 (US\$362.5) to the plaintiff as compensatory damage.



We do not host MP3 music files or movies on our servers. We provide algorithm-generated links to MP3 music files and provide index to movies located on third-party websites in response to our users' search queries. We have adopted measures to mitigate copyright infringement risks. For example, our policy is to remove links to web pages if we know these web pages contain materials that infringe third-party rights or if we are notified by the legitimate copyright holder of the infringement.

## **Regulation of Information Security**

The National People's Congress has enacted legislation that prohibits use of the Internet that breaches the public security, disseminates socially destabilizing content or leaks state secrets. Breach of public security includes breach of national security and infringement on legal rights and interests of the state, society or citizens. Socially destabilizing content includes any content that incites defiance or violations of People's Republic of China laws or subversion of the People's Republic of China government or its political system, spreads socially disruptive rumors or involves cult activities, superstition, obscenities, pornography, gambling or violence. State secrets are defined broadly to include information concerning People's Republic of China national defense, state affairs and other matters as determined by the People's Republic of China authorities.

According to this legislation and other relevant regulations, Internet Communications Protocol operators must complete mandatory security filing procedures with local public security authorities and must also report any public dissemination of prohibited content.

## **Regulations on Internet Privacy**

The People's Republic of China Constitution states that People's Republic of China laws protect the freedom and privacy of communications of citizens and prohibits infringement of such rights. In recent years, People's Republic of China government authorities have enacted legislation on Internet use to protect personal information from any unauthorized disclosure. The Internet Measures prohibit an Internet Communications Protocol operator from insulting or slandering a third party or infringing upon the lawful rights and interests of a third party. Pursuant to the BBS Measures, Internet Communications Protocol operators that provide electronic messaging services must keep users' personal information confidential and must not disclose such personal information to any third party without the users' consent or unless required by law. The regulations further authorize the relevant telecommunications authorities to order Internet Communications Protocol operators to rectify unauthorized disclosure. Internet Communications Protocol operators are subject to legal liability if the unauthorized disclosure results in damages or losses to users. The People's Republic of China government, however, has the power and authority to order Internet Communications Protocol operators to turn over personal information if an Internet user posts any prohibited content or engages in illegal activities on the Internet.

## **Regulations on Foreign Exchange**

### ***Foreign Currency Exchange***

Pursuant to the Foreign Currency Administration Rules promulgated in 1996 and amended in 1997 and various regulations issued by the State Administration of Foreign Exchange and other relevant People's Republic of China government authorities, RMB is freely convertible only to the extent of current account items, such as trade related receipts and payments, interest and dividends. Capital account items, such as direct equity investments, loans and repatriation of investment, require prior approval from the State Administration of Foreign Exchange or its provincial branch for conversion of RMB into a foreign currency, such as U.S. dollars, and remittance of the foreign currency outside the People's Republic of China.

Payments for transactions that take place within the People's Republic of China must be made in RMB. Unless otherwise approved, People's Republic of China companies must repatriate foreign currency payments received from abroad. Foreign-invested enterprises may retain foreign exchange in accounts with designated foreign exchange banks subject to a cap set by State Administration of Foreign Exchange or its local counterpart. Unless otherwise approved, domestic enterprises must convert all of their foreign currency receipts into RMB.

## **Employees**

As of January 23, 2009, we have 10 full time employees. We do not have any employment agreement with our employees. We believe our relationship with our employees is satisfactory.

## DESCRIPTION OF PROPERTY

Our business office is located at 6G, West Building, Changxing Plaza, Changxing Rd, Nanshan District, Shenzhen, Guangdong, 518051 P.R. China. The office is about 650 square feet and we pay rent of \$400 per month to occupy this location. We are focusing in the internet industry and we have 5 computers as our office equipments. We have no other properties and at this time have no agreements to acquire any properties.

## LEGAL PROCEEDINGS

Currently there are no legal proceedings pending or threatened against us.

## MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

There is presently no established public trading market for our shares of common stock. We anticipate applying for trading of our common stock on the Over the Counter Bulletin Board upon the effectiveness of the registration statement of which this prospectus forms apart. However, we can provide no assurance that our shares of common stock will be traded on the Bulletin Board or, if traded, that a public market will materialize.

### **Holders of Our Common Stock**

As of the date of this registration statement, we had 42 shareholders of our common stock.

### **Rule 144 Shares**

After July 2009, all of the shares of our common stock held by the 40 shareholders who purchased their shares in the Regulation D and/or Regulation S offering by us will become available for resale to the public without any restriction.

### **Stock Option Grants**

To date, we have not granted any stock options.

### **Transfer Agent and Registrar**

To date, we have not appointed a transfer agent for our common stock.

### **Dividends**

Since inception we have not paid any dividends on our common stock. We currently do not anticipate paying any cash dividends in the foreseeable future on our common stock, when issued pursuant to this offering. Although we intend to retain our earnings, if any, to finance the exploration and growth of our business, our Board of Directors will have the discretion to declare and pay dividends in the future. Payment of dividends in the future will depend upon our earnings, capital requirements, and other factors, which our Board of Directors may deem relevant.

## AVAILABLE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the common stock offered hereby. This prospectus, which constitutes part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedule thereto, certain parts of which are omitted in accordance with the rules and regulations of the SEC. For further information regarding our common stock and our company, please review the registration statement, including exhibits, schedules and reports filed as a part thereof. Statements in this prospectus as to the contents of any contract or other document filed as an exhibit to the registration statement, set forth the material terms of such contract or other document but are not necessarily complete, and in each instance reference is made to the copy of such document filed as an exhibit to the registration statement, each such statement being qualified in all respects by such reference.

We are also subject to the informational requirements of the Exchange Act which requires us to file reports, proxy statements and other information with the SEC. Such reports, proxy statements and other information along with the registration statement, including the exhibits and schedules thereto, may be inspected at public reference facilities of the SEC at 100 F Street N.E., Washington D.C. 20549. Copies of such material can be obtained from the Public Reference Section of the SEC at prescribed rates. You may call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. Because we file documents electronically with the SEC, you may also obtain this information by visiting the SEC's Internet website at <http://www.sec.gov>.



**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008**  
**(Stated in US dollars)**



**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**

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**ALBERT WONG & CO.**

CERTIFIED PUBLIC ACCOUNTANTS  
7th Floor, Nan Dao Commercial Building  
359-361 Queen's Road Central  
Hong Kong  
Tel : 2851 7954  
Fax: 2545 4086

ALBERT WONG

B.Soc., Sc., ACA., LL.B., CPA(Practising)

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The board of directors and shareholders of  
Chuangding Investment Consultant (Shen Zhen) Co, Ltd

**Independent Auditor's Report**

We have audited the accompanying consolidated balance sheets of Chuangding Investment Consultant (Shen Zhen) Co, Ltd and subsidiary as of December 31, 2008 and the related consolidated statements of income, stockholders' equity and cash flows for the period from December 4, 2008 (date of incorporation) to December 31, 2008. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Chuangding Investment Consultant (Shen Zhen) Co, Ltd as of December 31, 2008 and the results of its operations and its cash flows for the period from December 4, 2008 (date of incorporation) to December 31, 2008 in conformity with accounting principles generally accepted in the United States of America.

The Company's financial statements are prepared using the generally accepted accounting principles applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has net losses of \$41,522 for the period from December 4, 2008 (date of incorporation) to December 31, 2008. These factors as discussed in Note 2 to the financial statements, raises substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Hong Kong, China  
January 13, 2009

Albert Wong & Co  
Certified Public  
Accountants

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD****CONSOLIDATED BALANCE SHEET  
AS AT DECEMBER 31, 2008  
(Stated in US Dollars)**

	Note	2008
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents		\$236,159
Amount due from a shareholder	4	147,078
Amount due from a director	5	11,694
Other receivables	6	729
Prepaid expenses		6
<hr/>		
Total current assets		\$395,666
Property, plant and equipment, net	7	3,113
<hr/>		
<b>TOTAL ASSETS</b>		<b>\$398,779</b>
<hr/>		
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Accruals		\$1,097
<hr/>		
<b>TOTAL LIABILITIES</b>		<b>\$1,097</b>
<hr/>		
Commitments and contingencies	11	\$-

See accompanying notes to consolidated financial statements

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**

**CONSOLIDATED BALANCE SHEET (Continued)**

**AS AT DECEMBER 31, 2008**

**(Stated in US Dollars)**

2008

**STOCKHOLDERS' EQUITY**

Registered capital	9	\$ 147,500
Additional paid-in capital		292,428
Accumulated loss		(41,522 )
Accumulated other comprehensive income		(724 )
		<hr/>
		\$397,682
		<hr/>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>		<b>\$398,779</b>
		<hr/> <hr/>

See accompanying notes to consolidated financial statements

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD****CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME  
FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008  
(Stated in US Dollars)**

	Note	December 4, 2008 to December 31, 2008
Net revenues		\$-
Operating expenses:		
General and administrative		(42,007 )
Operating loss		\$(42,007 )
Interest income		485
Loss before income taxes		\$(41,522 )
Income taxes	10	-
Net loss		\$(41,522 )
Other comprehensive income:		
Foreign currency translation adjustment		(724 )
Comprehensive loss		\$(42,246 )

See accompanying notes to consolidated financial statements

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD****CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY  
FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008  
(Stated in US Dollars)**

	Registered capital	Additional paid-in capital	Accumulated loss	Accumulated other comprehensive income	Total
Introduction of capital	\$147,500	\$292,428	\$-	\$-	\$439,928
Net loss	-	-	(41,522 )	-	(41,522 )
Foreign currency translation adjustment	-	-	-	(724 )	(724 )
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Balance, December 31, 2008	\$147,500	\$292,428	\$(41,522 )	\$(724 )	\$397,682
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

See accompanying notes to consolidated financial statements

## CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008  
(Stated in US Dollars)**

	December 4, 2008 to December 31, 2008
Cash flows from operating activities	
Net loss	\$(41,522 )
Depreciation	115
Adjustments to reconcile net income to net cash provided by operating activities:	
Amount due from a shareholder	(147,076 )
Amount due from a director	(11,694 )
Other receivables	(729 )
Prepaid expenses	(6 )
Accruals	1,097
Net cash used in operating activities	\$(199,815 )
	.....
Cash flows from investing activities	
Purchase of plant and equipment	(3,229 )
Net cash used in investing activities	\$(3,229 )
Cash flows from financing activities	
Issue of capital	439,199
Net cash provided by financing activities	\$439,199
	.....
Net cash and cash equivalents sourced	\$ 236,155
Effect of foreign currency translation on cash and cash equivalents	4
Cash and cash equivalents—end of year	\$ <u>236,159</u>
Supplementary cash flow information:	
Interest received	\$ 485
	.....

See accompanying notes to consolidated financial statements

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008  
(Stated in US Dollars)**

**1. ORGANIZATION AND PRINCIPAL ACTIVITIES**

Chuangding Investment Consultant (Shen Zhen) Co, Ltd (the “Company”) was incorporated under the laws of the People’s Republic of China (the PRC) as a limited company on December 4, 2008. The Company was a shell company with no substantial operations or assets. The Company currently operates through itself and one operating company located in Mainland China: Shenzhen Jinmimi Network Technology Limited Company (“Shenzhen Jinmimi”), which the Company controls, through contractual arrangements between the Company and Shenzhen Jinmimi, as if Shenzhen Jinmimi was a wholly-owned subsidiary of the Company.

Shenzhen Jinmimi was established in the PRC as a limited company on August 4, 2008.

The Company and its subsidiary (hereinafter, collectively referred to as “the Group”) are engaged in the operation of website advertising in the PRC.

**2. UNCERTAINTY OF ABILITY TO CONTINUE AS A GOING CONCERN**

The Company's financial statements are prepared using the generally accepted accounting principles applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has not generated significant revenues since inception and has never paid any dividends and is unlikely to pay dividends or generate significant earnings in the immediate or foreseeable future. The continuation of the Company as a going concern is dependent upon the ability of the Company to obtain necessary equity financing to continue operations and the attainment of profitable operations.

As of December 31, 2008, the Company has incurred an accumulated deficit since inception totaling \$41,522 at December 31, 2008. This raises substantial doubts regarding the Company's ability to continue as a going concern.

**3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*(a) Method of accounting*

The Group maintains its general ledger and journals with the accrual method accounting for financial reporting purposes. The financial statements and notes are representations of management. Accounting policies adopted by the Group conform to generally accepted accounting principles in the United States of America (“US GAAP”) and have been consistently applied in the presentation of financial statements.



**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008**  
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**3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*(b) Principles of consolidation*

The Company consolidates the subsidiaries and the entities it controls through a majority voting interest or otherwise, including entities that are variable interest entities (“VIE’s”) for which the Company is the primary beneficiary pursuant to FASB Interpretation No. 46(R) (revised December 2003), “Consolidation of Variable Interest Entities, Interpretation of ARB 51” (“FIN 46(R)”). The provisions of FIN 46(R) have been applied respectively to all periods presented in the consolidated financial statements.

Subsidiary

The Company consolidates its wholly owned subsidiary, Shenzhen Jinmimi, because it controls this entity through its 100% voting interest in it. The following sets forth information about the wholly owned subsidiary:

<i>Name of Subsidiary</i>	<i>Place &amp; date of Incorporation</i>	<i>Equity Interest Attributable to the Company (%)</i>	<i>Registered Capital (\$)</i>	<i>Registered Capital (RMB)</i>
Shenzhen Jinmimi Network Technology Limited Company (“Shenzhen Jinmimi”)	PRC/August 4, 2008	100	\$291,864	RMB 2,000,000

*(c) Use of estimates*

The preparation of the financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Management makes these estimates using the best information available at the time the estimates are made; however actual results could differ materially from those estimates.

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**(Stated in US Dollars)**

**3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*(d) Economic and political risks*

The Group's operations are conducted in the PRC. Accordingly, the Group's business, financial condition and results of operations may be influenced by the political, economic and legal environment in the PRC, and by the general state of the PRC economy.

The Group's operations in the PRC are subject to special considerations and significant risks not typically associated with companies in North America and Western Europe. These include risks associated with, among others, the political, economic and legal environment and foreign currency exchange. The Group's results may be adversely affected by changes in the political and social conditions in the PRC, and by changes in governmental policies with respect to laws and regulations, anti-inflationary measures, currency conversion, remittances abroad, and rates and methods of taxation, among other things.

*(e) Property, plant and equipment*

Plant and equipment are carried at cost less accumulated depreciation. Depreciation is provided over their estimated useful lives, using the straight-line method. Estimated useful lives of the plant and equipment are as follows:

Office equipment    5 years

The cost and related accumulated depreciation of assets sold or otherwise retired are eliminated from the accounts and any gain or loss is included in the statement of income.

*(f) Accounting for the impairment of long-lived assets*

The Group periodically evaluates the carrying value of long-lived assets to be held and used, including intangible assets subject to amortization, when events and circumstances warrant such a review, pursuant to the guidelines established in SFAS No. 144. The carrying value of a long-lived asset is considered impaired when the anticipated undiscounted cash flow from such asset is separately identifiable and is less than its carrying value. In that event, a loss is recognised based on the amount by which the carrying value exceeds the fair market value of the long-lived asset. Fair market value is determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. Losses on long-lived assets to be disposed of are determined in a similar manner, except that fair market values are reduced for the cost to dispose.

During the reporting period, there was no impairment loss.

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008**  
**(Stated in US Dollars)**

**3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*(g) Foreign currency translation*

The accompanying financial statements are presented in United States dollars. The functional currency of the Group is the Renminbi (RMB). The financial statements are translated into United States dollars from RMB at year-end exchange rates as to assets and liabilities and average exchange rates as to revenues and expenses. Capital accounts are translated at their historical exchange rates when the capital transactions occurred.

The exchange rates used to translate amounts in RMB into USD for the purposes of preparing the consolidated financial statements were as follows:

	<b>December 31, 2008</b>
Twelve months ended	
RMB : USD exchange rate	6.8542
From August 4, 2008 to December 31, 2008	
RMB : USD exchange rate	6.8543

The RMB is not freely convertible into foreign currency and all foreign exchange transactions must take place through authorized institutions. No representation is made that the RMB amounts could have been, or could be, converted into USD at the rates used in translation. In addition, the current foreign exchange control policies applicable in PRC also restrict the transfer of assets or dividends outside the PRC.

*(h) Cash and cash equivalents*

The Group considers all highly liquid investments purchased with original maturities of nine months or less to be cash equivalents. The Group maintains bank accounts only in the PRC. The Group does not maintain any bank accounts in the United States of America. The cash located outside the United States is not restricted as to usage.

*(i) Leases*

The Group did not have leases which met the criteria of a capital lease. Leases which do not qualify as capital leases are classified as operating leases. Operating lease rental payment included in the general and administrative expenses for the period from December 4, 2008 (date of incorporation) to December 31, 2008 was \$2,480.

*(j) Advertising*

The Group expensed all advertising costs as incurred. Advertising expenses included in the general and administrative expense for the period from December 4, 2008 (date of incorporation) to December 31, 2008 was \$270.

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
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**3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*(k) Income taxes*

The Group accounts for income taxes using an asset and liability approach and allows for recognition of deferred tax benefits in future years. Under the asset and liability approach, deferred taxes are provided for the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. A valuation allowance is provided for deferred tax assets if it is more likely than not these items will either expire before the Group is able to realize their benefits, or that future realization is uncertain.

The Group is operating in the PRC, and in accordance with the relevant tax laws and regulations of PRC, the enterprise income tax rate is 25%.

*(l) Cash and concentration of risk*

Cash includes cash on hand and demand deposits in accounts maintained within the PRC. Total cash in these banks at December 31, 2008 amounted to \$236,159, of which no deposits are covered by Federal Depository Insured Commission. The Group has not experienced any losses in such accounts and believes it is not exposed to any risk on its cash in bank accounts.

*(m) Comprehensive income*

Comprehensive income is defined to include all changes in equity except those resulting from investments by owners and distributions to owners. Among other disclosures, all items that are required to be recognized under current accounting standards as components of comprehensive income are required to be reported in a financial statement that is presented with the same prominence as other financial statements. The Group's current component of other comprehensive income is the foreign currency translation adjustment.

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**(Stated in US Dollars)**

(n) *Recent accounting pronouncements*

In March 2008, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard (“SFAS”) No. 161 “Disclosures about Derivative Instruments and Hedging Activities”. SFAS 161 is intended to improve financial reporting about derivative instruments and hedging activities by requiring enhanced disclosures to enable investors to better understand their effects on an entity’s financial position, financial performance, and cash flows. It is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with early application encouraged. The Company is currently evaluating the impact of SFAS 161 on its consolidated financial statements but does not expect it to have a material effect.

In May 2008, the FASB issued SFAS No. 162, The Hierarchy of Generally Accepted Accounting Principles. SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements of nongovernmental entities that are presented in conformity with GAAP. SFAS 162 directs the GAAP hierarchy to the entity, not the independent auditors, as the entity is responsible for selecting accounting principles for financial statements that are presented in conformity with GAAP. SFAS 162 is effective 60 days following the SEC’s approval of the Public Company Accounting Oversight Board amendments to remove the GAAP hierarchy from the auditing standards. SFAS 162 is not expected to have a material impact on the Company’s financial statements.

**4. AMOUNT DUE FROM A SHAREHOLDER**

Amount due from a shareholder is the subscription receivable from Active Choice Limited for registered capital. It is unsecured, interest-free, and repayable on demand.

**5. AMOUNT DUE FROM A DIRECTOR**

Amount due from a director is unsecured, interest-free, and repayable on demand.

**6. OTHER RECEIVABLES**

Details of other receivables are as follows:

	2008
Rental deposits	\$729
	<hr/>
	\$729
	<hr/> <hr/>

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**(Stated in US Dollars)**

**7. PROPERTY, PLANT AND EQUIPMENT, NET**

Details of property, plant and equipment are as follows:

	2008
At cost	
Office equipment	\$3,228
Less: accumulated depreciation	(115 )
	<u>\$3,113</u>

Depreciation expense included in the general and administrative expenses for the period from December 4, 2008 (date of incorporation) to December 31, 2008 was \$115.

**8. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. The carrying amounts of financial assets and liabilities, such as cash and cash equivalents, other receivables, accounts payable, and other payables, approximate their fair values because of the short maturity of these instruments and market rates of interest.

**9. REGISTERED CAPITAL**

As of December 31, 2008, the registered capital of the Company is \$147,500 (RMB1,010,405). The amount was paid on January 7, 2009.

The Company had one shareholder, Active Choice Limited, a Hong Kong company, as at December 31, 2008, holding 100%.

**CHUANGDING INVESTMENT CONSULTANT (SHEN ZHEN) CO, LTD**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE PERIOD FROM DECEMBER 4, 2008 (DATE OF INCORPORATION) TO DECEMBER 31, 2008**  
**(Stated in US Dollars)**

**10. INCOME TAXES**

- The Company, being registered in the PRC and which conducts all of its business through its subsidiary incorporated in PRC, Shenzhen Jinmimi, are subject to PRC's Enterprise Income Tax. Under applicable income tax laws and regulations, an enterprise located in PRC, including the district where our operations are located, is subject to a 25% Enterprise Income Tax ("EIT").
- (a)      The Company, being registered in the PRC and which conducts all of its business through its subsidiary incorporated in PRC, Shenzhen Jinmimi, are subject to PRC's Enterprise Income Tax. Under applicable income tax laws and regulations, an enterprise located in PRC, including the district where our operations are located, is subject to a 25% Enterprise Income Tax ("EIT").
- (b)      PRC EIT rate was 25% for the period from December 4, 2008 (date of incorporation) to December 31, 2008.

No income before income taxes for the period from December 4, 2008 (date of incorporation) to December 31, 2008, was attributed to the subsidiary with operations in China. No income taxes related to China income for the period from December 4, 2008 (date of incorporation) to December 31, 2008.

**11. COMMITMENTS AND CONTINGENCIES**

The Group has entered into two tenancy agreements for offices expiring through 2009. Total rental expenses for the period from December 4, 2008 (date of incorporation) to December 31, 2008 amounted to \$2,480.

The Group's commitments for minimum lease payments under these leases for year 2009 are as follows:

Year ending December 31, 2009	\$2,655
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## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*This section of the Registration Statement includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our predictions.*

### Overview of Our Performance and Operations

We were incorporated under the laws of the State of Nevada in November 2008. We are an online media company and value-added information service provider in the PRC. We are one of the companies that specialize in providing online financial and listed company data and information in China. We offer registered-based services on a single information platform that provided financial data and information that we deliver through online forums. Our service offerings permit users to post and search financial information on the forum – Jinmimi Financial Forum. Jinmimi Financial Forum is divided into six (6) sub-forums: Stock Market Information, Mutual Funds Information, Bonds Market Information, Commodities & Futures Information, Foreign Currencies Information, and Our Life Section. Our service offerings can be accessed through our websites at [www.jinmimi.com](http://www.jinmimi.com). As of January 15, 2009, we had a total of approximately 70,000 registered user accounts. We have approximately 20,000 active users.

Our service offers to users are used by and targeted at a broad range of investors in China and oversee Chinese, including individual investors managing their own money, professional investors such as institutional investors managing large sums of money on behalf of their clients, other financial professional such as investment bankers, stock analysts and financial reporters and middle class individuals. Our website users are not charged for visiting our websites. In the next 12 months, we are planning to develop a more integrated information platform that will allow users to select from a range of downloadable and web-based research tools through paid subscription. Through the expansion of our registered users, we are also aimed to provide advertising services to increase our revenue.

Based on our financial history since inception, our auditor has expressed substantial doubt as to our ability to continue as a going concern. As reflected in the accompanying financial statements of Chuangding, we had an accumulated expense of \$42,007, a net loss of \$41,522 for the period from December 4, 2008 (inception) to December 31, 2008. These conditions raise substantial doubt about our ability to continue as a going concern.

### Plan of Operation

We are a development stage company with very limited operating history and we do not have any revenue since inception. We do not charge our website users for visiting our website currently. We anticipate incurring losses in the foreseeable future. We have already incurred significant net losses as \$41,522 for the period from inception to December 31, 2008. In order to attract and retain Internet users, advertisers and subscribers, and generate revenue, we intend to develop paid-subscription services and provide advertising services. Therefore, during the next twelve months, we expect to take the following steps in connection with the expansion of our business and the continuance of our operations:

- 1) Initiate substantive construction of our website. We currently have constructed a comprehensive and well designed site webpage at [www.jinmimi.com](http://www.jinmimi.com) which provide financial data and information through our online forum, Jinmimi Financial Forum. The next stage of web expansion will focus on promoting Jinmimi Financial Forum to attract advertising companies, software companies that provide stock analysis tools, and consultancy companies for advertising services. We are in negotiation with several companies for advertising services and we expect to generate revenues at the end of March 2009.
- 2) Build our customer database by better understanding and in depth mining registered users. We intend to develop and increase our user base by expanding distribution channels such as banks, mutual funds and brokerage firms. As we have more users in the future, we will use our best efforts to upgrade our existing service offerings and expand our present service offerings to include downloadable and web-based research tools for data and information relating to financial instruments such as stocks, mutual funds, currencies, futures and commodities. We expect to complete such upgrade at the end of 2009.
- 3) Within 30 days of effectiveness of our S-1 filed on January 23, 2009, we will seek a quotation for our common shares on the OTC Bulletin Board. There are no fees to us for such filing.



- 4) Hire and train additional staff, including management, marketing staff, and administrative personnel. We anticipate hiring additional employees at the end of 2009. We will increase our sales force scale and improve efficiency by recruiting more telemarketing sales personnel and training them with better sales skills.

We intend to grow through internal development. Because of uncertainties surrounding our growth and strong competition, we anticipate continuing to incur losses in the next 12 months. Our ability to achieve our business objectives is contingent upon its success in developing advertising services and upgrading our services to paid subscription based services.

### **Limited Operating History**

We are a development stage company incorporated in November 2008, and as such had minimal operating revenues to date. Further, we have no significant assets, and no current earnings. The success of our company is dependent upon the extent to which it will gain market share. All financial information and financial projections and other assumptions made by us are speculative and, while based on management's best estimates of projected sales levels, operational costs, consumer preferences, and the general economic and competitive health of our company in the image consultant marketplace, there can be no assurance that we will operate profitably or remain solvent.

### **Results of Operations**

As of the year ended December 31, 2008, we had cash on hand of \$236,159 and our total assets were \$398,779 while our total liabilities were \$1,097. We have positive shareholder's equity in the amount of \$397,682.

For period from inception to December 31, 2008, we have a net loss of \$41,522. Our auditor has expressed substantial doubt as to whether we will be able to continue to operate as a "going concern" due to the fact that the company has had no revenue since inception and will need to raise capital to further its operations. We believe we can satisfy our cash requirements to continue to operate over the next twelve months even if we are unable to obtain additional funding or our revenues significantly improve. However, we will need to raise additional funds or generate revenues to pursue our plan of operations. There is no guarantee that we will be able to raise additional funds and if we are unsuccessful in raising the funds, we may be forced to close our business operations.

### **Liquidity and Capital Resources**

As of December 31, 2008, we had cash of \$236,159. We believe we can satisfy our cash requirements for the next twelve months with our current cash. We anticipate hiring a few employees at the end of 2009. However, we anticipate that our operational, and general and administrative expenses for the next 12 months can be limited to a total of approximately \$150,000 depending on the expansion of our business operations. The foregoing represents our best estimate of our cash needs based on current planning and business conditions.

In the event we are not successful in reaching our initial revenue targets, additional funds may be required, and we may not be able to proceed with our business plan for the development and marketing of our core services. Should this occur, we would likely seek additional financing to support the continued operation of our business. We anticipate that depending on market conditions and our plan of operations, we may incur operating losses in the foreseeable future. There is substantial doubt about our ability to continue as a going concern. We may raise additional funds through:

- public offerings of equity, securities convertible into equity or debt,
- private offerings of securities or debt, or other sources.

During this offering, we agreed to bear the expenses of the registration of the shares, including legal and accounting fees, and such expenses are estimated to be approximately \$12,000. As to the following serious conditions:

- 1) As of December 31, 2008, we had cash of \$236,159;
- 2) We received an aggregate of \$100,000 from the private placement in January 2009;
- 3) Based on our financial condition, our auditor has expressed substantial doubt as to whether we can continue to operate as a going concern.

At this time, we do not identify any sources of additional financing. Upon developing a trading market for the common stock, we intend to seek additional sources of financing through hedge funds and/or licensed broker-dealers, however, given our precarious financial condition and our lack of business, a trading market may not develop in the foreseeable future.

Given our history of raising money, there is no guarantee that we will be successful in obtaining funds through public or private offerings in order to fund our operations. Our investors should assume that any additional funding will cause substantial dilution to current stockholders. In addition, we may not be able to raise additional funds on favorable terms, if at all.

### ***Off Balance Sheet Arrangements***

We do not have any off-balance sheet arrangements that we are required to disclose pursuant to these regulations. In the ordinary course of business, we enter into operating lease commitments, purchase commitments and other contractual obligations. These transactions are recognized in our financial statements in accordance with generally accepted accounting principles in the United States.

We do not have any off-balance sheet arrangements, financings, or other relationships with unconsolidated entities or other persons, also known as “special purpose entities” (SPEs).

### **Critical Accounting Policies**

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

A summary of significant accounting policies is included in Note 3 to the audited financial statements for the year ended December 31, 2008. Management believes that the application of these policies on a consistent basis enables us to provide useful and reliable financial information about our Company's operating results and financial condition.

### ***Recently Issued Accounting Pronouncements***

On June 5, 2003, the United States Securities and Exchange Commission (“SEC”) adopted final rules under Section 404 of the Sarbanes-Oxley Act of 2002 (“Section 404”), as amended by SEC Release No. 33-8934 on June 26, 2008. Commencing with its annual report for the year ending December 31, 2009, we will be required to include a report of management on its internal control over financial reporting. The internal control report must include a statement

- Of management’s responsibility for establishing and maintaining adequate internal control over its financial reporting;
- Of management’s assessment of the effectiveness of its internal control over financial reporting as of year end; and
- Of the framework used by management to evaluate the effectiveness of our internal control over financial reporting.

Furthermore, in the following year, it is required to file the auditor’s attestation report separately on our internal control over financial reporting on whether it believes that we have maintained, in all material respects, effective internal control over financial reporting.

In December 2007, the FASB issued FASB Statement No. 141 (Revised 2007) “*Business Combinations*” (“SFAS No. 141(R)”), which requires us to record fair value estimates of contingent consideration and certain other potential liabilities during the original purchase price allocation, expense acquisition costs as incurred and does not permit certain restructuring activities previously allowed under Emerging Issues Task Force Issue No. 95-3 to be recorded as a component of purchase accounting. SFAS No. 141(R) applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008, except for the presentation and disclosure requirements, which shall be applied retrospectively for all periods presented. We will adopt this standard at the beginning of our year ending December 31, 2008 for all prospective business acquisitions. We have not determined the effect that the adoption of SFAS No. 141(R) will have on our financial results .

In December 2007, the FASB issued FASB Statement No. 160 *“Noncontrolling Interests in Consolidated Financial Statements - an amendment of ARB No. 51”* (“SFAS No. 160”), which causes noncontrolling interests in subsidiaries to be included in the equity section of the balance sheet. SFAS No. 160 applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008, except for the presentation and disclosure requirements, which shall be applied retrospectively for all periods presented. We will adopt this standard at the beginning of our year ending December 31, 2008 for all prospective business acquisitions. We have not determined the effect that the adoption of SFAS No. 160 will have on our financial results.

In March 2008, the FASB issued FASB Statement No. 161 *“Disclosures about Derivative Instruments and Hedging Activities an amendment of FASB Statement No. 133”* (“SFAS No. 161”), which changes the disclosure requirements for derivative instruments and hedging activities. Pursuant to SFAS No.161, Entities are required to provide enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under Statement 133 and its related interpretations, and (c) how derivative instruments and related hedged items affect an entity’s financial position, financial performance, and cash flows. SFAS No. 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008 with early application encouraged. SFAS No. 161 encourages but does not require disclosures for earlier periods presented for comparative purposes at initial adoption. In years after initial adoption, this Statement requires comparative disclosures only for periods subsequent to initial adoption. We will adopt this standard at the beginning of our year ending December 31, 2008. We do not expect the adoption of SFAS No. 161 to have a material impact on our financial results.

We do not believe that any other recently issued, but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying consolidated financial statements.

#### **CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

There have been no changes in or disagreements with accountants on accounting or financial disclosure matters.

#### **QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Not applicable because we are a smaller reporting company.

#### **DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS**

Our executive officers’ and sole director’s and their respective ages as of January 23, 2009 are as follows:

<b>NAME</b>	<b>AGE</b>	<b>POSITION</b>
Deng Zhang	34	President, Chief Executive Officer and Chairman of the Board of Director
Jiangkun Shi	36	Chief Executive Officer, Principal Accounting Officer and Treasurer
Ping Zhao	34	Secretary

Set forth below is a brief description of the background and business experience of our executive officers and directors for the past five years.

#### **Mr. Deng Zhang, President, CEO and Chairman of the Board of Directors**

Mr. Zhang is our sole director and is served as the President and Chief Executive Officer since inception of our company. From 2006 to October 2008, he was served as the General Manager of Shenzhen Xin Kai Yuan Information Consulting Co., Ltd which operates 188Info ([www.188info.com](http://www.188info.com)). From 2004 to 2006, he was served as Vice President of Shenzhen Zefang Advertising Liability Co., Ltd. for product marketing and planning of the company, and developing underground garage advertising. From 1997 to 2004, Mr. Zhang was working in several different departments of Dapeng Securities Liability Co., Ltd. Mr. Zhang graduated from the School of Economics and Management of Hubei Business College in 1997.

### **Ms. Jiangkun Shi, CFO, Principal Accounting Officer and Treasurer**

Ms. Shi is our Chief Financial Officer, Principal Accounting Officer and Treasurer since inception of our company. She is familiar with the national financial system and relevant policies and regulations and is proficient with related financial software. From 1999 to 2007, Ms. Shi served several positions from Cashier, Accountant, Deputy Manager and General Manager of the Accounting Department of Jinmen Petrochemical Corporation. Ms. Shi graduated from Accounting and Auditing Department of Jiangnan Petroleum Institute in 1992.

### **Ms. Ping Zhao, Secretary**

Ms. Zhao is our Secretary since inception of our company. She is familiar with secretarial work. From 2003 to 2007, Ms. Zhao served as League branch secretary of Hubei Jiangnan Group Ferroalloy Limited Liability Company. From 2002 to 2003, she served as Secretary of Quality and Safety Department of Hubei Jiangnan Group. Prior to join Hubei Jiangnan Group, Ms. Zhao was a Chinese teacher in Hubei Xiangfan No. 7 Middle School. Ms. Zhao graduated from Hubei Education College in 1996.

All officers and sole director listed above will remain in office until the next annual meeting of our stockholders, and until their successors have been duly elected and qualified. There are no agreements with respect to the election of Directors. Officers are appointed annually by our Board of Directors and each Executive Officer serves at the discretion of our Board of Directors. We do not have any standing committees.

### ***Director Compensation***

Our directors will not receive a fee for attending each board of directors meeting or meeting of a committee of the board of directors. All directors will be reimbursed for their reasonable out-of-pocket expenses incurred in connection with attending board of director and committee meetings.

### ***Family Relationships***

There are no family relationships among any of our officers or directors.

### ***Involvement in Certain Legal Proceedings***

To the best of our knowledge, none of our directors or executive officers have been convicted in a criminal proceeding, excluding traffic violations or similar misdemeanors, or has been a party to any judicial or administrative proceeding during the past five years that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws, except for matters that were dismissed without sanction or settlement. Except as set forth in our discussion below in "Certain Relationships and Related Transactions," none of our directors, director nominees or executive officers has been involved in any transactions with us or any of our directors, executive officers, affiliates or associates which are required to be disclosed pursuant to the rules and regulations of the SEC.

### ***Code of Business Conduct and Ethics***

We currently do not have a code of ethics that applies to our officers, employees and sole director, including our Chief Executive Officer and senior executives.

## **EXECUTIVE COMPENSATION**

### **Summary Compensation Table**

The following table sets forth information concerning all cash and non-cash compensation awarded to, earned by or paid to the named persons for services rendered in all capacities during the noted periods.

**Summary Compensation Table**

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Non-Qualified Deferred	All Other Compensation (\$)	Totals (\$)
							Earnings (\$)		
Deng Zhang President, CEO, and Chairman of the Board of Directors	2008	\$ 1,000	0	0	0	0	0	0	\$ 1,000
Jiangkun Shi CFO, Principal Accounting Officer and Treasurer	2008	\$ 800	0	0	0	0	0	0	\$ 800
Ping Zhao Secretary	2008	\$ 650	0	0	0	0	0	0	\$ 650

Option Grants Table. There were no individual grants of stock options to purchase our common stock made to the executive officer named in the Summary Compensation Table through January 23, 2009.

Compensation of Directors

Our sole director is permitted to receive fixed fees and other compensation for his services as director. The Board of Directors has the authority to fix the compensation of director. No amounts have been paid to, or accrued to, director in such capacity.

Employment Agreements

We currently do not have any employment agreements in place with our officers or significant employees.

**SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth certain information as of January 23, 2009 with respect to the beneficial ownership of our common stock, the sole outstanding class of our voting securities, by (i) any person or group owning more than 5% of each class of voting securities, (ii) each director, (iii) each executive officer named in the Summary Compensation Table in the section entitled “Executive Compensation” below and (iv) all executive officers and directors as a group.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Shares of common stock subject to options, warrants or convertible securities exercisable or convertible within 60 days of January 23, 2009 are deemed outstanding for computing the percentage of the person or entity holding such options, warrants or convertible securities but are not deemed outstanding for computing the percentage of any other person, and is based on 24,000,000 common shares issued and outstanding as of January 23, 2009.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Owner	Percent of Class (1)
Common Stock	Xi Li (1) Address: Room 604, Unit 1, 20/FDongzhong Road, Dongcheng District, Beijing, P.R.China	10,020,000	41.75%
Common Stock	Changze Liu (1) Address: No. 12, Unit 86, No. 14 Street, Xingou Bridge, Qingshan District, Wuhan City, P.R.China	9,980,000	41.58%
Common Stock	Deng Zhang (2)	0	0

Common Stock	Jiangkun Shi (2)	0	0
Common Stock	Ping Zhao (2)	0	0
<b>Common Stock</b>	<b>All executive officers and directors as a group (3 persons)</b>	<b>0</b>	<b>0</b>

- (1) Upon inception of our company in November 2008, Mr. Xi Li and Mr. Changze Liu were issued 10,020,000 and 9,980,000 shares of the Company's common stock as founder shares for their services provided.
- (2) Address: c/o Jinmimi Network Inc., 6G, West Building, Changxing Plaza, Changxing Rd, Nanshan District, Shenzhen, Guangdong, 518051 P.R. China.

### **TRANSACTIONS WITH RELATED PERSONS, PROMOTERS AND CERTAIN CONTROL PERSONS**

We were incorporated under the laws of the State of Nevada in November 2008. Upon inception, we issued 10,020,000 shares to Mr. Xi Li and 9,980,000 shares to Mr. Changze Liu as founder shares for their services provided.

On January 14, 2009, we entered into a Purchase Agreement with HKAC and HKAC Shareholders, who are Mr. Xi Li and Silky Road International Group Limited, a BVI corporation ("Silky Road"). Mr. Xi Li owned 49.9% shares of HKAC and Silky Road owned 50.1% shares of HKAC. Pursuant to the Purchase Agreement, we acquired all the shares from HKAC Shareholders for \$438,975 by delivery of a promissory note.

Other than described above, there is no other related party transaction.

### **Policies and Procedures for Review, Approval or Ratification of Transactions with Related Persons**

We are in the process of adopting a written related-person transactions policy that sets forth our policies and procedures regarding the identification, review, consideration and approval or ratification of "related-persons transactions." For purposes of our policy only, a "related-person transaction" will be a transaction, arrangement or relationship (or any series of similar transactions, arrangements or relationships) in which we and any "related person" are participants involving an amount that exceeds \$50,000. Transactions involving compensation for services provided to us as an employee, director, consultant or similar capacity by a related person will not be covered by this policy. A related person will be any executive officer, director or a holder of more than five percent of our common stock, including any of their immediate family members and any entity owned or controlled by such persons.

Under the policy, we expect that where a transaction has been identified as a related-person transaction, management must present information regarding the proposed related-person transaction to our audit committee (or, where approval by our audit committee would be inappropriate, to another independent body of our board of directors) for consideration and approval or ratification. The presentation will be expected to include a description of, among other things, the material facts, and the direct and indirect interests of the related persons, the benefits of the transaction to us and whether any alternative transactions are available. To identify related-person transactions in advance, we will rely on information supplied by our executive officers, directors and certain significant stockholders. In considering related-person transactions, our audit committee will take into account the relevant available facts and circumstances including, but not limited to:

- the risks, costs and benefits to us;
- the impact on a director's independence in the event the related person is a director, immediate family member of a director or an entity with which a director is affiliated;
- the terms of the transaction;
- the availability of other sources for comparable services or products; and
- the terms available to or from, as the case may be, unrelated third parties or to or from our employees generally.

In the event a director has an interest in the proposed transaction, the director must excuse himself or herself from the deliberations and approval. Our policy will require that, in determining whether to approve, ratify or reject a related-person transaction, our audit committee must consider, in light of known circumstances, whether the transaction is in, or is not inconsistent with, the best interests of our company and our stockholders, as our audit committee determines in the good faith exercise of its discretion. We did not previously have a formal policy concerning transactions with related persons.



**JINMIMI NETWORK INC.  
4,000,000 SHARES OF COMMON STOCK**

**PROSPECTUS**

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS DOCUMENT OR THAT WE HAVE REFERRED YOU TO. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION THAT IS DIFFERENT. THIS PROSPECTUS IS NOT AN OFFER TO SELL COMMON STOCK AND IS NOT SOLICITING AN OFFER TO BUY COMMON STOCK IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

Until \_\_\_\_\_, all dealers that effect transactions in these securities whether or not participating in this offering may be required to deliver a prospectus. This is in addition to the dealer's obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

**The Date of This Prospectus Is: January \_\_, 2009**

**PART II -- INFORMATION NOT REQUIRED IN THE PROSPECTUS****Item. 13 Other Expenses Of Issuance And Distribution.**

Securities and Exchange Commission registration fee	\$	3.93
Federal Taxes	\$	0
State Taxes and Fees	\$	0
Transfer Agent Fees	\$	0
Accounting fees and expenses	\$	2,000
Legal fees and expense	\$	10,000
Blue Sky fees and expenses	\$	0
Miscellaneous	\$	0
<b>Total</b>	<b>\$</b>	<b>12,003.93</b>

All amounts are estimates other than the Commission's registration fee. We are paying all expenses of the offering listed above. No portion of these expenses will be borne by the selling shareholders. The selling shareholders, however, will pay any other expenses incurred in selling their common stock, including any brokerage commissions or costs of sale.

**Item. 14 Indemnification Of Directors And Officers.**

Our director and officer are indemnified as provided by the Nevada Statutes and our Bylaws. We have agreed to indemnify each of our directors and certain officers against certain liabilities, including liabilities under the Securities Act of 1933. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the provisions described above, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than our payment of expenses incurred or paid by our director, officer or controlling person in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

We have been advised that in the opinion of the Securities and Exchange Commission indemnification for liabilities arising under the Securities Act is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit the question of whether such indemnification is against public policy to a court of appropriate jurisdiction. We will then be governed by the court's decision.

**Item. 15 Recent Sales Of Unregistered Securities.**

We were incorporated under the laws of the State of Nevada in November 2008. Upon inception, a total of 20,000,000 founder shares (10,020,000 and 9,980,000 respectively) were issued to Mr. Xi Li and Mr. Changze Liu for their services provided.

In January 2009, we completed a Regulation D Rule 506 and/or Regulation S offering in which we sold 4,000,000 shares of common stock to 40 investors, at a price per share of \$0.025 per share for an aggregate offering price of \$100,000. The following sets forth the identity of the class of persons to whom we sold these shares and the amount of shares for each shareholder:

<b>Name of selling stockholder</b>	<b>Shares of common stock owned prior to offering</b>
Lei Cai	800,000
Huagui Zhao	900,000
Fang Liu	100
Jin Wang	700,000
Kequan Huang	500,000
Quanzhong Wang	100
Xiaohong Liang	100
Shuzhi Feng	1,000
Qiang Zhao	824,700
Yunfei Liu	1,000



Hongyan Xun	240,000
Rui Peng	8,000
Qinfang Hu	1,000
Tao Geng	6,000
Yan Li	500
Yan Ding	500
Xiaonian Li	2,000
Qianqian Sun	500
Gang Xiang	500
Bingbing Hu	1,000
Haibo Li	6,000
Xinfu Cheng	1,000
Zhangan Yang	1,000
Kaiwei Shen	800
E Jiang	100
Yuanping Dai	200
Fang Ren	100
Xiaoqiang Wei	400
Qiang Wang	200
Jiacai He	300
Bo Wang	200
Zhengguo Luo	200
Kangning Cheng	200
Nan Chen	100
Xia Cao	500
Tianbing Zhen	200
Xiaoming Zou	600
Jin Fan	500
Xueru Chen	200
Xiaohong Chen	200

The Common Stock issued in our Regulation D, Rule 506 and/or Regulation S Offering was issued in a transaction not involving a public offering in reliance on exemptions provided by Regulation D and/or Regulation S of the Securities Act of 1933.

In instances described above where we issued securities in reliance upon Regulation D, we relied upon Rule 506 of Regulation D of the Securities Act. These stockholders who received the securities in such instances made representations that (a) the stockholder is acquiring the securities for his, her or its own account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale in connection with any distribution within the meaning of the Securities Act, (b) the stockholder agrees not to sell or otherwise transfer the purchased shares unless they are registered under the Securities Act and any applicable state securities laws, or an exemption or exemptions from such registration are available, (c) the stockholder has knowledge and experience in financial and business matters such that he, she or it is capable of evaluating the merits and risks of an investment in us, (d) the stockholder had access to all of our documents, records, and books pertaining to the investment and was provided the opportunity to ask questions and receive answers regarding the terms and conditions of the offering and to obtain any additional information which we possessed or were able to acquire without unreasonable effort and expense, and (e) the stockholder has no need for the liquidity in its investment in us and could afford the complete loss of such investment. Management made the determination that the investors in instances where we relied on Regulation D are Accredited Investors (as defined in Regulation D) based upon management's inquiry into their sophistication and net worth. In addition, there was no general solicitation or advertising for securities issued in reliance upon Regulation D.

Please note that pursuant to Rule 506, all shares purchased in the Regulation D Rule 506 offering completed in January 2009 were restricted in accordance with Rule 144 of the Securities Act of 1933. In addition, each of these shareholders were either accredited as defined in Rule 501 (a) of Regulation D promulgated under the Securities Act or sophisticated as defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

We have never utilized an underwriter for an offering of our securities. Other than the securities mentioned above, we have not issued or sold any securities.



## Item 16 Exhibits and Financial Statement Schedules.

EXHIBIT NUMBER	DESCRIPTION
3.1	Certificate of Incorporation of Jinmimi Network Inc.
3.2	By-Laws of Jinmimi Network Inc.
5.1	Opinion of Anslow & Jaclin, LLP
10.1	Securities Purchase Agreement by and among us and Hong Kong Active Choice Limited dated as of January 14, 2009
10.2	Form of Subscription Agreement dated as of January 15, 2009
10.3	Management Consultancy Agreement by and between Chuangding Investment Consultant (Shenzhen) Co., Ltd. and Shenzhen Jinmimi Network Technology Co., Ltd., dated as of December 18, 2008
21.1	Subsidiary
23.1	Consent of Albert Wong & Co.
23.2	Consent of Counsel, as in Exhibit 5.1
24.1	Power of Attorney (filed herewith on signature page)

## Item 17. Undertakings.

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - i. To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
  - ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.
  - iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.
- (5) Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.



(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser



## SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and authorized this registration statement to be signed on its behalf by the undersigned on January 23, 2009.

### JINMIMI NETWORK INC.

By: /s/ Deng Zhang  
Deng Zhang  
President, CEO and Chairman of the Board of  
Directors

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Deng Zhang, as true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for his and in his name, place and stead, in any and all capacities (including his capacity as a sole director and/or officer of Jinnimi Network Inc.) to sign any or all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the SEC, granting unto each said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

January 23, 2009

By: /s/ Deng Zhang  
Deng Zhang  
President, Chief Executive Officer and Chairman of  
the Board of Directors

January 23, 2009

By: /s/ Jiangkun Shi  
Jiangkun Shi  
Chief Financial Officer, Principal Accounting  
Officer and Treasurer

January 23, 2009

By: /s/ Ping Zhao  
Ping Zhao  
Secretary



ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4069  
 (775) 684-5708  
 Website: secretaryofstate.biz

**Articles of Incorporation  
 (PURSUANT TO NRS 78)**

Filed in the office of /s/ Ross Miller	Document Number <b>20080743856-63</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>11/13/2008 10:05 AM</b>
	Entity Number <b>E0583442008-8</b>

USE BLACK INK ONLY – DO NOT HIGHLIGHT

ABOVE SPACE FOR OFFICE USE ONLY

<b>1. Name of Corporation</b>	<b>Jinmimi Network Inc.</b>		
	<input checked="" type="checkbox"/> Commercial Registered Agent [ Vcorp Services, LLC. ]		
<b>2. Resident Agent For Service of Process:</b> (check only one box)	<input type="checkbox"/> Noncommercial Registered Agent <i>OR</i> <input type="checkbox"/> Office or Position with Entity (name and address below) (name and address below)		
	Name of Noncommercial Registered Agent <b>OR</b> Name of Title of Office or Other Position with Entity		
	Street Address	City	Zip Code
	Mailing Address (If different from street address)	City	Zip Code
<b>3. Authorized Stock:</b> (number of shares corporation is authorized to issue)	Number of shares With par value: <b>110,000,000</b>	Par value Per share: <b>\$0.001</b>	Number of shares Without par value:
<b>4. Name and Addresses Of the Board of Directors/ Trustees:</b> (each Director/Trustee must be a natural person at least 18 years of age: attach additional page if more than two directors/trustees)			
	<b>1. Deng Zhang</b>		
	Name		
	<b>6G, W Bldg, Changxing Plaza, Nanshan District</b>	<b>Shenzhen, China</b>	<b>518051</b>
	Street Address	City	Zip Code
	<b>2.</b>		
	Name		
	Street Address	City	Zip Code
	<b>3.</b>		
	Name		
	Street Address	City	Zip Code
<b>5. Purpose:</b> (optional –see Instructions)	The purpose of this corporation shall be:		

<b>6. Name, Address And Signature of Incorporator:</b> (attach additional pages if more than one Incorporator)	<b>Angela McSharry</b>		<b>X By: /s/ Angela McSharry</b>	
	Name		Incorporator Signature	
	<b>20 Robert Pitt Drive Suite 214</b>		<b>Monsey</b>	<b>NY</b>
Address		City	State	Zip Code
<b>7. Certificate of Acceptance of Appointment of Resident Agent</b>	I hereby accept appointment as Resident Agent for the above named corporation.			
	<b>X By: /s/ Angela McSharry</b>			<b>11/13/08</b>
	Authorized Signature of R.A. or On behalf of R.A. Company			Date

This form must be accompanied by appropriate fees.

ATTACHMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
Jinmimi Network Inc.

8.Names and Addresses of the Board of Directors/Trustees:

Deng Zhang  
6G, West Bldg, Changxing Plaza, Changxing Rd Nanshan District, Shenzhen, Guangdong, 518051  
P.R. China

9. The governing board of Jinmimi Network Inc. (the "Corporation") shall be styled as a "Board of Directors", and any member of said Board shall be styled as a "Director." The first Board of Directors of the corporation shall consist of two directors. The number of directors of the Corporation may be increased or decreased in the manner provided in the Bylaws of the Corporation; provided, that the number of directors shall never be less than one. In the interim between elections of directors by stockholders entitled to vote, all vacancies, including vacancies caused by an increase in the number of directors and including vacancies resulting from the removal of directors by the stockholders entitled to vote which are not filled by said stockholders, may be filled by the remaining directors, though less than a quorum.

10. (a) The total number of shares of stock which the Corporation shall have authority to issue is One Hundred and Ten Million (110,000,000) which shall consist of (i) One Hundred Million (100,000,000) shares of common stock, par value \$0.0001 per share (the "Common Stock"), and (ii) Ten Million (10,000,000) shares of blank check preferred stock, par value \$0.0001 per share (the "Preferred Stock").

(b) The Preferred Stock may be issued in one or more series, from time to time, with each such series to have such designation, relative rights, preferences or limitations, as shall be stated and expressed in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation (the "Board"), subject to the limitations prescribed by law and in accordance with the provisions hereof; the Board being hereby expressly vested with authority to adopt any such resolution or resolutions. The authority of the Board with respect to each series of Preferred Stock shall include, but not be limited to, the determination or fixing of the following: (i) The distinctive designation and number of shares comprising such series, which number may (except where otherwise provided by the Board increasing such series) be increased or decreased (but not below the number of shares then outstanding) from time to time by like action of the Board;

dividends payable on any other class or classes of Stock or series thereof, or any other series of the same class, and whether such dividends shall be cumulative or noncumulative;

(iii) The conditions upon which the shares of such series shall be subject to redemption by the Corporation and the times, prices and other terms and provisions upon which the shares of the series may be redeemed;

(iv) Whether or not the shares of the series shall be subject to the operation of a retirement or sinking fund to be applied to the purchase or redemption of such shares and, if such retirement or sinking fund be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(v) Whether or not the shares of the series shall be convertible into or exchangeable for shares of any other class or classes, with or without par value, or of any other series of the same class, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments and other terms and conditions of such conversion or exchange;

(vi) Whether or not the shares of the series shall have voting rights, in addition to the voting rights provided by law, and, *if so*, the terms of such voting rights;

(vii) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution or upon the distribution of assets of the Corporation; and

(viii) Any other powers, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the shares of such series, as the Board may deem advisable and as shall not be inconsistent with the provisions of this Articles of Incorporation.

(c) The holders of shares of the Preferred Stock of each series shall be entitled to receive, when and as declared by the Board, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board for such series before any cash dividends shall be declared and paid or set apart for payment, on the Common Stock with respect to the same dividend period.

(d) The holders of shares of the Preferred Stock of each series shall be entitled, upon liquidation or dissolution or upon the distribution of the assets of the Corporation, to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation.

11. The Corporation shall have perpetual existence.

12. The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented. Any repeal or amendment of this Article by the stockholders of the Corporation shall be prospective.

13. The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Law from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Law, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

14. The nature of the business of the Corporation and the objects or the purposes to be transacted, promoted, or carried on by it are to engage in any lawful activity.

15. The Corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.



**BYLAWS  
OF  
JINMIMI NETWORK INC.**

**A Nevada Corporation  
As of November 13, 2008**

**ARTICLE I  
Meetings of Stockholders**

Section 1.1 Time and Place. Any meeting of the stockholders may be held at such time and such place, either within or without the State of Nevada, as shall be designated from time to time by resolution of the board of directors or as shall be stated in a duly authorized notice of the meeting.

Section 1.2 Annual Meeting. The annual meeting of the stockholders shall be held on the date and at the time fixed, from time to time, by the board of directors. The annual meeting shall be for the purpose of electing a board of directors and transacting such other business as may properly be brought before the meeting.

Section 1.3 Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president and shall be called by the president or secretary if requested in writing by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 1.4 Notices. Written notice stating the place, date and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, except as otherwise required by statute or the articles of incorporation, either personally, by mail or by a form of electronic transmission consented to by the stockholder, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the official government mail of the United States or any other country, postage prepaid, addressed to the stockholder at his address as it appears on the stock records of the Corporation. If given personally or otherwise than by mail, such notice shall be deemed to be given when either handed to the stockholder or delivered to the stockholder's address as it appears on the records of the Corporation.

Section 1.5 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting, or at any adjournment of a meeting, of stockholders; or entitled to receive payment of any dividend or other distribution or allotment of any rights; or entitled to exercise any rights in respect of any change, conversion, or exchange of stock; or for the purpose of any other lawful action; the board of directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors. The record date for determining the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof shall not be more than sixty nor less than ten days before the date of such meeting. The record date for determining the stockholders entitled to consent to corporate action in writing without a meeting shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. The record date for any other action shall not be more than sixty days prior to such action. If no record date is fixed, (i) the record date for determining stockholders entitled to notice of or to vote at any meeting shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived by all stockholders, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is required, shall be the first date on which a signed written consent setting forth the action taken or to be taken is delivered to the Corporation and, when prior action by the board of directors is required, shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating to such other purpose. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.



Section 1.6 Voting List. If the Corporation shall have more than five (5) shareholders, the secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at the Corporation's principal offices. The list shall be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 1.7 Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the articles of incorporation. If, however, such a quorum shall not be present at any meeting of stockholders, the stockholders entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice if the time and place are announced at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.8 Voting and Proxies. At every meeting of the stockholders, each stockholder shall be entitled to one vote, in person or by proxy, for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after six months from its date unless the proxy provides for a longer period, which may not exceed seven years. When a specified item of business is required to be voted on by a class or series of stock, the holders of a majority of the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series. If a quorum is present at a properly held meeting of the shareholders, the affirmative vote of the holders of a majority of the shares represented in person or by proxy and entitled to vote on the subject matter under consideration, shall be the act of the shareholders, unless the vote of a greater number or voting by classes (i) is required by the articles of incorporation, or (ii) has been provided for in an agreement among all shareholders entered into pursuant to and enforceable under Nevada Revised Statutes §78.365.

Section 1.9 Waiver. Attendance of a stockholder of the Corporation, either in person or by proxy, at any meeting, whether annual or special, shall constitute a waiver of notice of such meeting, except where a stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A written waiver of notice of any such meeting signed by a stockholder or stockholders entitled to such notice, whether before, at or after the time for notice or the time of the meeting, shall be equivalent to notice. Neither the business to be transacted at, nor the purpose of, any meeting need be specified in any written waiver of notice.

Section 1.10 Stockholder Action Without a Meeting. Except as may otherwise be provided by any applicable provision of the Nevada Revised Statutes, any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if, before or after the action, a written consent thereto is signed by stockholders holding at least a majority of the voting power; provided that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required. In no instance where action is authorized by written consent need a meeting of stockholders be called or noticed.

## **ARTICLE II**

### ***Directors***

Section 2.1 Number. The number of directors shall be one or more, as fixed from time to time by resolution of the board of directors; provided, however, that the number of directors shall not be reduced so as to shorten the tenure of any director at the time in office.

Section 2.2 Elections. Except as provided in Section 2.3 of this Article II, the board of directors shall be elected at the annual meeting of the stockholders or at a special meeting called for that purpose. Each director shall hold such office until his successor is elected and qualified or until his earlier resignation or removal.

Section 2.3 Vacancies. Any vacancy occurring on the board of directors and any directorship to be filled by reason of an increase in the board of directors may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director. Such newly elected director shall hold such office until his successor is elected and qualified or until his earlier resignation or removal.

Section 2.4 Meetings. The board of directors may, by resolution, establish a place and time for regular meetings which may be held without call or notice.

Section 2.5 Notice of Special Meetings. Special meetings may be called by the chairman, the president or any two members of the board of directors. Notice of special meetings shall be given to each member of the board of directors: (i) by mail by the secretary, the chairman or the members of the board calling the meeting by depositing the same in the official government mail of the United States or any other country, postage prepaid, at least seven days before the meeting, addressed to the director at the last address he has furnished to the Corporation for this purpose, and any notice so mailed shall be deemed to have been given at the time when mailed; or (ii) in person, by telephone or by electronic transmission addressed as stated above at least forty-eight hours before the meeting, and such notice shall be deemed to have been given when such personal or telephone conversation occurs or at the time when such electronic transmission is delivered to such address.

Section 2.6 Quorum. At all meetings of the board, a majority of the total number of directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, except as otherwise specifically required by statute, the articles of incorporation or these bylaws. If less than a quorum is present, the director or directors present may adjourn the meeting from time to time without further notice. Voting by proxy is not permitted at meetings of the board of directors.

Section 2.7 Waiver. Attendance of a director at a meeting of the board of directors shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A written waiver of notice signed by a director or directors entitled to such notice, whether before, at or after the time for notice or the time of the meeting, shall be equivalent to the giving of such notice.

Section 2.8 Action Without Meeting. Any action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors and filed with the minutes of proceedings of the board of directors. Any such consent may be in counterparts and shall be effective on the date of the last signature thereon unless otherwise provided therein.

Section 2.9 Attendance by Telephone. Members of the board of directors may participate in a meeting of such board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

### **ARTICLE III** ***Officers***

Section 3.1 Election. The Corporation shall have such officers, with such titles and duties, as the board of directors may determine by resolution, which must include a chairman of the board, a president, a secretary and a treasurer and may include one or more vice presidents and one or more assistants to such officers. The officers shall in any event have such titles and duties as shall enable the Corporation to sign instruments and stock certificates complying with Section 6.1 of these bylaws, and one of the officers shall have the duty to record the proceedings of the stockholders and the directors in a book to be kept for that purpose. The officers shall be elected by the board of directors; provided, however, that the chairman may appoint one or more assistant secretaries and assistant treasurers and such other subordinate officers as he deems necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as are prescribed in the bylaws or as may be determined from time to time by the board of directors or the chairman. Any two or more offices may be held by the same person.

Section 3.2 Removal and Resignation. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any officer appointed by the chairman may be removed at any time by the board of directors or the chairman. Any officer may resign at any time by giving written notice of his resignation to the chairman or to the secretary, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides. Any vacancy occurring in any office of chairman of the board, president, vice president, secretary or treasurer shall be filled by the board of directors. Any vacancy occurring in any other office may be filled by the chairman.

Section 3.3 Chairman of the Board. The chairman of the board shall preside at all meetings of shareholders and of the board of directors, and shall have the powers and perform the duties usually pertaining to such office, and shall have such other powers and perform such other duties as may be from time to time prescribed by the board of directors..

Section 3.4 President. The president shall be the chief executive officer of the Corporation, and shall have general and active management of the business and affairs of the Corporation, under the direction of the board of directors. Unless the board of directors has appointed another presiding officer, the president shall preside at all meetings of the shareholders.

Section 3.5 Vice President. The vice president or, if there is more than one, the vice presidents in the order determined by the board of directors or, in lieu of such determination, in the order determined by the president, shall be the officer or officers next in seniority after the president. Each vice president shall also perform such duties and exercise such powers as are appropriate and such as are prescribed by the board of directors or, in lieu of or in addition to such prescription, such as are prescribed by the president from time to time. Upon the death, absence or disability of the president, the vice president or, if there is more than one, the vice presidents in the order determined by the board of directors or, in lieu of such determination, in the order determined by the president, or, in lieu of such determination, in the order determined by the chairman, shall be the officer or officers next in seniority after the president. in the order determined by the and shall perform the duties and exercise the powers of the president.

Section 3.6 Assistant Vice President. The assistant vice president, if any, or, if there is more than one, the assistant vice presidents shall, under the supervision of the president or a vice president, perform such duties and have such powers as are prescribed by the board of directors, the president or a vice president from time to time.

Section 3.7 Secretary. The secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, keep the minutes of such meetings, have charge of the corporate seal and stock records, be responsible for the maintenance of all corporate files and records and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, attest it by his signature), and perform such other duties and have such other powers as are appropriate and such as are prescribed by the board of directors or the president from time to time.

Section 3.8 Assistant Secretary. The assistant secretary, if any, or, if there is more than one, the assistant secretaries in the order determined by the board of directors or, in lieu of such determination, by the president or the secretary shall, in the absence or disability of the secretary or in case such duties are specifically delegated to him by the board of directors, the chairman, or the secretary, perform the duties and exercise the powers of the secretary and shall, under the supervision of the secretary, perform such other duties and have such other powers as are prescribed by the board of directors, the chairman, or the secretary from time to time.

Section 3.9 Treasurer. The treasurer shall have control of the funds and the care and custody of all the stocks, bonds and other securities of the Corporation and shall be responsible for the preparation and filing of tax returns. He shall receive all moneys paid to the Corporation and shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in its name and on its behalf, and give full discharge for the same. He shall also have charge of the disbursement of the funds of the Corporation and shall keep full and accurate records of the receipts and disbursements. He shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the board of directors and shall perform such other duties and have such other powers as are appropriate and such as are prescribed by the board of directors or the president from time to time.

Section 3.10 Assistant Treasurer. The assistant treasurer, if any, or, if there is more than one, the assistant treasurers in the order determined by the board of directors or, in lieu of such determination, by the chairman or the treasurer shall, in the absence or disability of the treasurer or in case such duties are specifically delegated to him by the board of directors, the chairman or the treasurer, perform the duties and exercise the powers of the treasurer and shall, under the supervision of the treasurer, perform such other duties and have such other powers as are prescribed by the board of directors, the president or the treasurer from time to time.

Section 3.11 Compensation. Officers shall receive such compensation, if any, for their services as may be authorized or ratified by the board of directors. Election or appointment as an officer shall not of itself create a right to compensation for services performed as such officer.

#### **ARTICLE IV** ***Committees***

Section 4.1 Designation of Committees. The board of directors may establish committees for the performance of delegated or designated functions to the extent permitted by law, each committee to consist of one or more directors of the Corporation, and if the board of directors so determines, one or more persons who are not directors of the Corporation. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of such absent or disqualified member.

Section 4.2 Committee Powers and Authority. The board of directors may provide, by resolution or by amendment to these bylaws, for an Executive Committee to consist of one or more directors of the Corporation (but no persons who are not directors of the Corporation) that may exercise all the power and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that an Executive Committee may not exercise the power or authority of the board of directors in reference to amending the articles of incorporation (except that an Executive Committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors, pursuant to Article 3(3) of the articles of incorporation, fix the designations and any of the preferences or rights of shares of preferred stock relating to dividends, redemption, dissolution, any distribution of property or assets of the Corporation, or the conversion into, or the exchange of shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending these bylaws; and, unless the resolution expressly so provides, no an Executive Committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 4.3 Committee Procedures. To the extent the board of directors or the committee does not establish other procedures for the committee, each committee shall be governed by the procedures established in Section 2.4 (except as they relate to an annual meeting of the board of directors) and Sections 2.5, 2.6, 2.7, 2.8 and 2.9 of these bylaws, as if the committee were the board of directors.

**ARTICLE V**  
***Indemnification***

Section 5.1 Expenses for Actions Other Than By or In the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, association or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with which action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 5.2 Expenses for Actions By or In the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, association or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 5.3 Successful Defense. To the extent that any person referred to in the preceding two sections of this Article V has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in such sections, or in defense of any claim issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 5.4 Determination to Indemnify. Any indemnification under the first two sections of this Article V (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made (i) by the stockholders, (ii) by the board of directors by majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (iii) if such quorum is not obtainable or, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 5.5 Expense Advances. Expenses incurred by an officer or director in defending any civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article V.

Section 5.6 Provisions Nonexclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, the other sections of this Article V shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or under any other bylaw, agreement, insurance policy, vote of stockholders or disinterested directors, statute or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 5.7 Insurance. By action of the board of directors, notwithstanding any interest of the directors in the action, the Corporation shall have power to purchase and maintain insurance, in such amounts as the board of directors deems appropriate, on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, association or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not he is indemnified against such liability or expense under the provisions of this Article V and whether or not the Corporation would have the power or would be required to indemnify him against such liability under the provisions of this Article V or of the Nevada Revised Statutes §78.7502; §78.751 or §78.752 or by any other applicable law.

Section 5.8 Surviving Corporation. The board of directors may provide by resolution that references to “the Corporation” in this Article V shall include, in addition to this Corporation, all constituent corporations absorbed in a merger with this Corporation so that any person who was a director or officer of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, employee or agent of another corporation, partnership, joint venture, trust, association or other entity shall stand in the same position under the provisions of this Article V with respect to this Corporation as he would if he had served this Corporation in the same capacity or is or was so serving such other entity at the request of this Corporation, as the case may be.

Section 5.9 Inurement. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 5.10 Employees and Agents. To the same extent as it may do for a director or officer, the Corporation may indemnify and advance expenses to a person who is not and was not a director or officer of the Corporation but who is or was an employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, association or other enterprise.

## ARTICLE VI *Stock*

Section 6.1 Certificates. Every holder of stock in the Corporation represented by certificates and, upon request, every holder of uncertificated shares shall be entitled to have a certificate, signed by or in the name of the Corporation by the President or chairman of the board of directors, or a vice president, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 6.2 Facsimile Signatures. Where a certificate of stock is countersigned (i) by a transfer agent other than the Corporation or its employee or (ii) by a registrar other than the Corporation or its employee, any other signature on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed, or whose facsimile signature or signatures have been placed upon, any such certificate shall cease to be such officer, transfer agent or registrar, whether because of death, resignation or otherwise, before such certificate is issued, the certificate may nevertheless be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 6.3 Transfer of Stock. Transfers of shares of stock of the Corporation shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed or accompanied by a proper instrument of assignment, except as may otherwise be expressly provided by the laws of the State of Nevada or by order by a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer.

Section 6.4 Lost Certificates. The board of directors may direct that a new certificate of stock be issued in place of any certificate issued by the Corporation that is alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing such issue of a new certificate, the board of directors may, in its discretion and as a condition precedent to the issuance of a new certificate, require the owner of such lost, stolen, or destroyed certificate, or his legal representative, to give the Corporation a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

#### **ARTICLE VII**

##### ***Seal***

The board of directors may, but are not required to, adopt and provide a common seal or stamp which, when adopted, shall constitute the corporate seal of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or manually reproduced.

#### **ARTICLE VIII**

##### ***Fiscal Year***

The board of directors, by resolution, may adopt a fiscal year for the Corporation.

#### **ARTICLE IX**

##### ***Amendment***

These bylaws may at any time and from time to time be amended, altered or repealed exclusively by the board of directors, as provided in the articles of incorporation.



Exhibit 5.1



January 26, 2009

JINMIMI NETWORK INC.  
6G, West Building, Changxing Plaza  
Changxing Rd, Nanshan District  
Shenzhen, Guangdong, 518051 P.R. China

Gentlemen:

You have requested our opinion, as counsel for Jinmimi Network Inc., a Nevada corporation (the "Company"), in connection with the registration statement on Form S-1 (the "Registration Statement"), under the Securities Act of 1933 (the "Act"), filed by the Company with the Securities and Exchange Commission.

The Registration Statement relates to an offering of 4,000,000 shares of the Company's common stock.

We have examined such records and documents and made such examination of laws as we have deemed relevant in connection with this opinion. It is our opinion that the shares of common stock to be sold by the selling shareholders have been duly authorized and are legally issued, fully paid and non-assessable.

No opinion is expressed herein as to any laws other than the State of Nevada of the United States. This opinion opines upon Nevada law including the statutory provisions, all applicable provisions of the Nevada Constitution and reported judicial decisions interpreting those laws.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption "Experts" in the Registration Statement. In so doing, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

**ANSLOW & JACLIN, LLP**

By: /s/ Richard I. Anslow  
RICHARD I. ANSLOW

195 Route 9 South, Suite 204, Manalapan, NJ 07726 Tel: 732-409-1212 Fax: 732-577-1188 [anslowlaw.com](http://anslowlaw.com)



**Exhibit 10.1**

**SHARE PURCHASE AGREEMENT**

by and among

**JINMIMI NETWORK INC.**

a Nevada Corporation;

and

**HONG KONG ACTIVE CHOICE LIMITED**

a Hong Kong Corporation;

and

the Shareholders of **HONG KONG ACTIVE CHOICE LIMITED**

Dated as of January 14, 2009

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## STOCK PURCHASE AGREEMENT

**THIS STOCK PURCHASE AGREEMENT**, made and entered into this 14<sup>th</sup> day of January, 2009 (the "Agreement"), by and among Jinmimi Network Inc., a Nevada corporation ("JINMIMI") with its principal executive offices at 6G, West Building, Changxing Plaza, Changxing Rd, Nanshan District, Shenzhen, Guangdong, 518051 P.R. China; Hong Kong Active Choice Limited ("HKAC"), a Hong Kong Corporation with its principle places of business at Unite 8/F, Wing Yee Comm Bldg, 5 Wing Kut St., Sheung Wan, HK, and the shareholders of HKAC named on the signature page of this Agreement (individually, a "HKAC Stockholder", and collectively, the "HKAC Stockholders").

### Premises

A. This Agreement provides for the acquisition of HKAC whereby HKAC shall become a wholly owned subsidiary of JINMIMI and in connection therewith.

B. The boards of directors of HKAC and JINMIMI have determined, subject to the terms and conditions set forth in this Agreement, that the transaction contemplated hereby is desirable and in the best interests of their stockholders, respectively. This Agreement is being entered into for the purpose of setting forth the terms and conditions of the proposed acquisition.

### Agreement

NOW, THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived here from, it is hereby agreed as follows:

## ARTICLE I REPRESENTATIONS, COVENANTS AND WARRANTIES OF HONG KONG ACTIVE CHOICE LIMITED

As an inducement to and to obtain the reliance of JINMIMI, HKAC represents and warrants as follows:

**Section 1.1 Organization.** HKAC is a corporation duly organized, validly existing, and in good standing under the Hong Kong and has the corporate power and is duly authorized, qualified, franchised and licensed under all applicable laws, regulations, ordinances and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign corporation in the jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the Schedules attached hereto (hereinafter defined) are complete and correct copies of the articles of incorporation, bylaws and amendments thereto as in effect on the date hereof. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not violate any provision of HKAC's articles of incorporation or bylaws. HKAC has full power, authority and legal right and has taken all action required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution and delivery of this Agreement.

**Section 1.2 Capitalization.** The authorized Capitalization of HKAC consists of 10,000 Common Shares, HKD1.00 par value per share and no Preferred Shares. As of the date hereof, HKAC has 10,000 shares of common stock outstanding.

All issued and outstanding shares are legally issued, fully paid and nonassessable and are not issued in violation of the preemptive or other rights of any person. HKAC has no securities, warrants or options authorized or issued.

**Section 1.3 Subsidiaries.** HKAC has one subsidiary – Shenzhen Chuangding Investment Consulting Co., Ltd., a Hong Kong Corporation (SZCD) with its registered address at Room 604, Jindi Hotel, Shazui Road, Futian District, Shenzhen, Guangdong, P.R. China.

**Section 1.4 Tax Matters: Books and Records.**

- (a) The books and records, financial and others, of HKAC are in all material respects complete and correct and have been maintained in accordance with good business accounting practices; and
- (b) HKAC has no liabilities with respect to the payment of any country, federal, state, county, or local taxes (including any deficiencies, interest or penalties).
- (c) HKAC shall remain responsible for all debts incurred by HKAC prior to the date of closing.

**Section 1.5 Litigation and Proceedings.** There are no actions, suits, proceedings or investigations pending or threatened by or against or affecting HKAC or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign or before any arbitrator of any kind that would have a material adverse affect on the business, operations, financial condition or income of HKAC. HKAC is not in default with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

**Section 1.6 Material Contract Defaults.** HKAC is not in default in any material respect under the terms of any outstanding contract, agreement, lease or other commitment which is material to the business, operations, properties, assets or condition of HKAC, and there is no event of default in any material respect under any such contract, agreement, lease or other commitment in respect of which HKAC has not taken adequate steps to prevent such a default from occurring.

**Section 1.7 Information.** The information concerning HKAC as set forth in this Agreement and in the attached Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made in light of the circumstances under which they were made, not misleading.

**Section 1.8 Title and Related Matters.** HKAC has good and marketable title to and is the sole and exclusive owner of all of its properties, inventory, interest in properties and assets, real and personal (collectively, the “Assets”) free and clear of all liens, pledges, charges or encumbrances. HKAC owns free and clear of any liens, claims, encumbrances, royalty interests or other restrictions or limitations of any nature whatsoever and all procedures, techniques, marketing plans, business plans, methods of management or other information utilized in connection with HKAC business. No third party has any right to, and HKAC has not received any notice of infringement of or conflict with asserted rights of other with respect to any product, technology, data, trade secrets, know-how, proprietary techniques, trademarks, service marks, trade names or copyrights which, singly or in the aggregate, if the subject of an unfavorable decision ruling or finding, would have a materially adverse affect on the business, operations, financial conditions or income of HKAC or any material portion of its properties, assets or rights.

**Section 1.9 Contracts** On the closing date:

- (a) There are no material contracts, agreements franchises, license agreements, or other commitments to which HKAC is a party or by which it or any of its properties are bound:
- (b) HKAC is not a party to any contract, agreement, commitment or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree or award materially and adversely affects, or in the future may (as far as HKAC now foresee) materially and adversely affect, the business, operations, properties, assets or conditions of HKAC; and
- (c) HKAC is not a party to any material oral or written: (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, agreement or arrangement covered by Title IV of the Employee Retirement Income Security Act, as amended; (iii) agreement, contract or indenture relating to the borrowing of money; (iv) guaranty of any obligation for the borrowing of money or otherwise, excluding endorsements made for collection and other guaranties, of obligations, which, in the aggregate exceeds \$1,000; (v) consulting or other contract with an unexpired term of more than one year or providing for payments in excess of \$10,000 in the aggregate; (vi) collective bargaining agreement; (vii) contract, agreement or other commitment involving payments by it for more than \$10,000 in the aggregate.

**Section 1.10 Compliance With Laws and Regulations.** To the best of HKAC’s knowledge and belief, HKAC has complied with all applicable statutes and regulations of any federal, state or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets or condition of HKAC or would not result in HKAC incurring material liability.

**Section 1.11 Insurance.** All of the insurable properties of HKAC are insured for HKAC’s benefit under valid and enforceable policy or policies containing substantially equivalent coverage and will be outstanding and in full force at the Closing Date.

**Section 1.12 Approval of Agreement.** The directors of HKAC have authorized the execution and delivery of the Agreement by and have approved the transactions contemplated hereby.

**Section 1.13 Material Transactions or Affiliations.** Except as otherwise disclosed, there are no material contracts or agreements of arrangement between HKAC and any person, who was at the time of such contract, agreement or arrangement an officer, director or person owning of record, or known to beneficially own ten percent (10%) or more of the issued and outstanding Common Shares of HKAC and which is to be performed in whole or in part after the date hereof. HKAC has no commitment, whether written or oral, to lend any funds to, borrow any money from or enter into material transactions with any such affiliated person.

**Section 1.14 No Conflict With Other Instruments.** The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust or other material contract, agreement or instrument to which HKAC is a party or to which any of its properties or operations are subject.

**Section 1.15 Governmental Authorizations.** HKAC has all licenses, franchises, permits or other governmental authorizations legally required to enable it to conduct its business in all material respects as conducted on the date hereof. Except for compliance with federal and state securities and corporation laws, as hereinafter provided, no authorization, approval, consent or order of, or registration, declaration or filing with, any court or other governmental body is required in connection with the execution and delivery by HKAC of this Agreement and the consummation of the transactions contemplated hereby.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF JINMIMI NETWORK INC.**

As an inducement to, and to obtain the reliance of HKAC, JINMIMI represents and warrants as follows:

**Section 2.1 Organization.** JINMIMI is a corporation duly organized, validly existing and in good standing under the laws of Nevada and has the corporate power and is duly authorized, qualified, franchised and licensed under all applicable laws, regulations, ordinances and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign entity in the country or states in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the Attached Schedules (as hereinafter defined) are complete and correct copies of the articles of incorporation, bylaws and amendments thereto as in effect on the date hereof. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of JINMIMI's certificate of incorporation or bylaws. JINMIMI has full power, authority and legal right and has taken all action required by law, its articles of incorporation, bylaws or otherwise to authorize the execution and delivery of this Agreement.

**Section 2.2 Capitalization.** The authorized Capitalization of JINMIMI consists of 100,000,000 Common Shares, \$0.0001 par value per share and 10,000,000 Preferred Shares, par value \$0.0001. As of the date of the merger agreement, there were 20,000,000 common shares outstanding.

All issued and outstanding common shares have been legally issued, fully paid, are nonassessable and not issued in violation of the preemptive rights of any other person. JINMIMI has no other securities, warrants or options authorized or issued.

**Section 2.3 Subsidiaries.** JINMIMI has no subsidiaries.

**Section 2.4 Tax Matters; Books & Records**

(a) The books and records, financial and others, of JINMIMI are in all material respects complete and correct and have been maintained in accordance with good business accounting practices; and

(b) JINMIMI has no liabilities with respect to the payment of any country, federal, state, county, local or other taxes (including any deficiencies, interest or penalties).

(c) JINMIMI shall remain responsible for all debts incurred prior to the closing.

**Section 2.5 Information.** The information concerning JINMIMI as set forth in this Agreement and in the attached Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

**Section 2.6 Title and Related Matters.** JINMIMI has good and marketable title to and is the sole and exclusive owner of all of its properties, inventory, interests in properties and assets, real and personal (collectively, the "Assets") free and clear of all liens, pledges, charges or encumbrances. Except as set forth in the Schedules attached hereto, JINMIMI owns free and clear of any liens, claims, encumbrances, royalty interests or other restrictions or limitations of any nature whatsoever and all procedures, techniques, marketing plans, business plans, methods of management or other information utilized in connection with JINMIMI's business. Except as set forth in the attached Schedules, no third party has any right to, and JINMIMI has not received any notice of infringement of or conflict with asserted rights of others with respect to any product, technology, data, trade secrets, know-how, proprietary techniques, trademarks, service marks, trade names or copyrights which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a materially adverse affect on the business, operations, financial conditions or income of JINMIMI or any material portion of its properties, assets or rights.

**Section 2.7 Litigation and Proceedings.** There are no actions, suits or proceedings pending or threatened by or against or affecting JINMIMI, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign or before any arbitrator of any kind that would have a material adverse effect on the business, operations, financial condition, income or business prospects of JINMIMI. JINMIMI does not have any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator or governmental agency or instrumentality.

**Section 2.8 Contracts.** On the Closing Date:

(a) There are no material contracts, agreements, franchises, license agreements, or other commitments to which JINMIMI is a party or by which it or any of its properties are bound;

(b) JINMIMI is not a party to any contract, agreement, commitment or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree or award which materially and adversely affects, or in the future may (as far as JINMIMI can now foresee) materially and adversely affect, the business, operations, properties, assets or conditions of JINMIMI; and

(c) JINMIMI is not a party to any material oral or written: (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension, benefit or retirement plan, agreement or arrangement covered by Title IV of the Employee Retirement Income Security Act, as amended; (iii) agreement, contract or indenture relating to the borrowing of money; (iv) guaranty of any obligation for the borrowing of money or otherwise, excluding endorsements made for collection and other guaranties of obligations, which, in the aggregate exceeds \$1,000; (v) consulting or other contract with an unexpired term of more than one year or providing for payments in excess of \$10,000 in the aggregate; (vi) collective bargaining agreement; (vii) contract, agreement, or other commitment involving payments by it for more than \$10,000 in the aggregate.

**Section 2.9 No Conflict With Other Instruments.** The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust or other material contract, agreement or instrument to which JINMIMI is a party or to which any of its properties or operations are subject.

**Section 2.10 Material Contract Defaults.** To the best of JINMIMI's knowledge and belief, it is not in default in any material respect under the terms of any outstanding contract, agreement, lease or other commitment which is material to the business, operations, properties, assets or condition of JINMIMI, and there is no event of default in any material respect under any such contract, agreement, lease or other commitment in respect of which JINMIMI has not taken adequate steps to prevent such a default from occurring.

**Section 2.11 Governmental Authorizations.** To the best of JINMIMI's knowledge, JINMIMI has all licenses, franchises, permits and other governmental authorizations that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, no authorization, approval, consent or order of, or registration, declaration or filing with, any court or other governmental body is required in connection with the execution and delivery by JINMIMI of the transactions contemplated hereby.

**Section 2.12 Compliance With Laws and Regulations.** To the best of JINMIMI's knowledge and belief, JINMIMI has complied with all applicable statutes and regulations of any federal, state or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets or condition of JINMIMI or would not result in JINMIMI's incurring any material liability.

**Section 2.13 Insurance.** All of the insurable properties of JINMIMI are insured for JINMIMI's benefit under valid and enforceable policy or policies containing substantially equivalent coverage and will be outstanding and in full force at the Closing Date.

**Section 2.14 Approval of Agreement.** The directors of JINMIMI have authorized the execution and delivery of the Agreement and have approved the transactions contemplated hereby.

**Section 2.15 Material Transactions or Affiliations.** As of the Closing Date, except as otherwise disclosed, there will exist no material contract, agreement or arrangement between JINMIMI and any person who was at the time of such contract, agreement or arrangement an officer, director or person owning of record, or known by JINMIMI to own beneficially, ten percent (10%) or more of the issued and outstanding Common Shares of JINMIMI and which is to be performed in whole or in part after the date hereof except with regard to an agreement with the JINMIMI shareholders providing for the distribution of cash to provide for payment of federal and state taxes on Subchapter S income. JINMIMI has no commitment, whether written or oral, to lend any funds to, borrow any money from or enter into any other material transactions with, any such affiliated person.

## ARTICLE III

### EXCHANGE PROCEDURE AND OTHER CONSIDERATION

**Section 3.1 Share Exchange/Delivery of JINMIMI Securities.** On the Closing Date, the holders of all of the HKAC Common Shares shall deliver to JINMIMI (i) certificates or other documents evidencing all of the issued and outstanding HKAC Common Shares, duly endorsed in blank or with executed power attached thereto in transferable form. On the Closing Date, all previously issued and outstanding Common Shares of HKAC shall be transferred to JINMIMI, so that HKAC shall become a wholly owned subsidiary of JINMIMI.

**Section 3.2 Delivery of JINMIMI Promissory Note.** In exchange for JINMIMI acquiring all of the HKAC Common Shares tendered pursuant to Section 3.1, JINMIMI shall deliver to the HKAC Shareholders the purchase price of \$438,975 (RMB3,000,000) (the "Purchase Price") by delivering to the HKAC Shareholders a promissory note in the form set forth in Exhibit "A" (the "Purchase Money Promissory Note").



**Section 3.3 Events Prior to Closing.** Upon execution hereof or as soon thereafter as practical, management of HKAC and JINMIMI shall execute, acknowledge and deliver (or shall cause to be executed, acknowledged and delivered) any and all certificates, opinions, financial statements, schedules, agreements, resolutions rulings or other instruments required by this Agreement to be so delivered, together with such other items as may be reasonably requested by the parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby, subject only to the conditions to Closing referenced herein below.

**Section 3.4 Closing.** The closing ("Closing") of the transactions contemplated by this Agreement shall be January 14, 2009.

**Section 3.5 Termination.**

(a) This Agreement may be terminated by the board of directors or majority interest of shareholders of either HKAC or JINMIMI, respectively, at any time prior to the Closing Date if:

(i) there shall be any action or proceeding before any court or any governmental body which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made in good faith and based on the advice of its legal counsel, makes it inadvisable to proceed with the exchange contemplated by this Agreement; or

(ii) any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions.

In the event of termination pursuant to this paragraph (a) of this Section 3.5, no obligation, right, or liability shall arise hereunder and each party shall bear all of the expenses incurred by it in connection with the negotiation, drafting and execution of this Agreement and the transactions herein contemplated.

(b) This Agreement may be terminated at any time prior to the Closing Date by action of the board of directors of HKAC if JINMIMI shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of JINMIMI contained herein shall be inaccurate in any material respect, which noncompliance or inaccuracy is not cured after 20 days written notice thereof is given to JINMIMI. If this Agreement is terminated pursuant to this paragraph (b) of this Section 3.5, this Agreement shall be of no further force or effect and no obligation, right or liability shall arise hereunder.

(c) This Agreement may be terminated at any time prior to the Closing Date by action of the board of directors of JINMIMI if HKAC shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of HKAC contained herein shall be inaccurate in any material respect, which noncompliance or inaccuracy is not cured after 20 days written notice thereof is given to HKAC. If this Agreement is terminated pursuant to this paragraph (d) of this Section 3.5, this Agreement shall be of no further force or effect and no obligation, right or liability shall arise hereunder.

In the event of termination pursuant to paragraph (b) and (c) of this Section 3.5, the breaching party shall bear all of the expenses incurred by the other party in connection with the negotiation, drafting and execution of this Agreement and the transactions herein contemplated.

**Section 3.6 Directors of JINMIMI After Acquisition.** After the Closing Date, Zhang Deng, shall remain the only member of the Board of Directors of JINMIMI. Each director shall hold office until his successor shall have been duly elected and shall have qualified or until his earlier death, resignation or removal.

**Section 3.7 Officers of JINMIMI.** Upon the closing, the following persons shall remain the officers of JINMIMI:

<u>NAME</u>	<u>OFFICE</u>
Zhang Deng	Chief Executive Officer, President
Shi Jiangkun	Chief Financial Officer
Zhao Ping	Secretary

#### ARTICLE IV SPECIAL COVENANTS

**Section 4.1 Access to Properties and Records.** Prior to closing, HKAC and JINMIMI will each afford to the officers and authorized representatives of the other full access to the properties, books and records of each other, in order that each may have full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other and each will furnish the other with such additional financial and operating data and other information as to the business and properties of each other, as the other shall from time to time reasonably request.

**Section 4.2 Availability of Rule 144.** HKAC and JINMIMI shareholders holding “restricted securities,” as that term is defined in Rule 144 promulgated pursuant to the Securities Act will remain as “restricted securities”. HKAC is under no obligation to register such shares under the Securities Act, or otherwise. The stockholders of HKAC and JINMIMI holding restricted securities of HKAC and JINMIMI as of the date of this Agreement and their respective heirs, administrators, personal representatives, successors and assigns, are intended third party beneficiaries of the provisions set forth herein. The covenants set forth in this Section 4.2 shall survive the Closing and the consummation of the transactions herein contemplated.

**Section 4.3 Special Covenants and Representations Regarding the HKAC Common Shares to be Issued in the Exchange.** The consummation of this Agreement, including the issuance of the HKAC Common Shares to the Shareholders of JINMIMI as contemplated hereby, constitutes the offer and sale of securities under the Securities Act, and applicable state statutes. Such transaction shall be consummated in reliance on exemptions from the registration and prospectus delivery requirements of such statutes which depend, inter alia, upon the circumstances under which the JINMIMI Shareholders acquire such securities.

**Section 4.4 Third Party Consents.** HKAC and JINMIMI agree to cooperate with each other in order to obtain any required third party consents to this Agreement and the transactions herein contemplated.

**Section 4.5 Actions Prior and Subsequent to Closing.**

(a) From and after the date of this Agreement until the Closing Date, except as permitted or contemplated by this Agreement, HKAC and JINMIMI will each use its best efforts to:

- (i) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty;
- (ii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it;
- (iii) perform in all material respects all of its obligations under material contracts, leases and instruments relating to or affecting its assets, properties and business;

(b) From and after the date of this Agreement until the Closing Date, HKAC will not, without the prior consent of JINMIMI:

- (i) except as otherwise specifically set forth herein, make any change in its articles of incorporation or bylaws;
- (ii) declare or pay any dividend on its outstanding Common Shares, except as may otherwise be required by law, or effect any stock split or otherwise change its capitalization, except as provided herein;
- (iii) enter into or amend any employment, severance or agreements or arrangements with any directors or officers;
- (iv) grant, confer or award any options, warrants, conversion rights or other rights not existing on the date hereof to acquire any Common Shares; or
- (v) purchase or redeem any Common Shares.

**Section 4.6 Indemnification.**

(a) HKAC hereby agrees to indemnify JINMIMI, each of the officers, agents and directors and current shareholders of JINMIMI as of the Closing Date against any loss, liability, claim, damage or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened or any claim whatsoever), to which it or they may become subject to or rising out of or based on any inaccuracy appearing in or misrepresentation made in this Agreement. The indemnification provided for in this paragraph shall survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement; and

(b) JINMIMI hereby agrees to indemnify HKAC, each of the officers, agents, directors and current shareholders of HKAC as of the Closing Date against any loss, liability, claim, damage or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in this Agreement. The indemnification provided for in this paragraph shall survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement.

## ARTICLE V CONDITIONS PRECEDENT TO OBLIGATIONS OF HKAC

The obligations of HKAC under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions:

**Section 5.1 Accuracy of Representations.** The representations and warranties made by HKAC in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at the Closing Date (except for changes therein permitted by this Agreement), and HKAC shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by HKAC prior to or at the Closing. JINMIMI shall be furnished with a certificate, signed by a duly authorized officer of HKAC and dated the Closing Date, to the foregoing effect.

**Section 5.2 Director Approval.** The Board of Directors of HKAC shall have approved this Agreement and the transactions contemplated herein.

**Section 5.3 Officer's Certificate.** JINMIMI shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of HKAC to the effect that: (a) the representations and warranties of HKAC set forth in the Agreement and in all Exhibits, Schedules and other documents furnished in connection herewith are in all material respects true and correct as if made on the Effective Date; (b) HKAC has performed all covenants, satisfied all conditions, and complied with all other terms and provisions of this Agreement to be performed, satisfied or complied with by it as of the Effective Date; (c) since such date and other than as previously disclosed to JINMIMI, HKAC has not entered into any material transaction other than transactions which are usual and in the ordinary course of its business; and (d) no litigation, proceeding, investigation or inquiry is pending or, to the best knowledge of HKAC, threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed in the HKAC Schedules, by or against HKAC which might result in any material adverse change in any of the assets, properties, business or operations of HKAC.

**Section 5.4 No Material Adverse Change.** Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business or operations of nor shall any event have occurred which, with the lapse of time or the giving of notice, may HKAC use or create any material adverse change in the financial condition, business or operations of HKAC.

**Section 5.5 Other Items.** JINMIMI shall have received such further documents, certificates or instruments relating to the transactions contemplated hereby as JINMIMI may reasonably request.

## ARTICLE VI CONDITIONS PRECEDENT TO OBLIGATIONS OF JINMIMI

The obligations of JINMIMI under this Agreement are subject to the satisfaction, at or before the Closing date (unless otherwise indicated herein), of the following conditions:

**Section 6.1 Accuracy of Representations.** The representations and warranties made by JINMIMI in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date, and JINMIMI shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by JINMIMI prior to or at the Closing. HKAC shall have been furnished with a certificate, signed by a duly authorized executive officer of JINMIMI and dated the Closing Date, to the foregoing effect.

**Section 6.2 Director Approval.** The Board of Directors of JINMIMI shall have approved this Agreement and the transactions contemplated herein.

**Section 6.3 Officer's Certificate.** HKAC shall be furnished with a certificate dated the Closing date and signed by a duly authorized officer of JINMIMI to the effect that: (a) the representations and warranties of JINMIMI set forth in the Agreement and in all Exhibits, Schedules and other documents furnished in connection herewith are in all material respects true and correct as if made on the Effective Date; and (b) JINMIMI had performed all covenants, satisfied all conditions, and complied with all other terms and provisions of the Agreement to be performed, satisfied or complied with by it as of the Effective Date.

**Section 6.4 No Material Adverse Change.** Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business or operations of nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business or operations of JINMIMI.

## ARTICLE VII MISCELLANEOUS

**Section 7.1 Brokers and Finders.** Each party hereto hereby represents and warrants that it is under no obligation, express or implied, to pay certain finders in connection with the bringing of the parties together in the negotiation, execution, or consummation of this Agreement. The parties each agree to indemnify the other against any claim by any third person for any commission, brokerage or finder's fee or other payment with respect to this Agreement or the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying party and such third person, whether express or implied from the actions of the indemnifying party.

**Section 7.2 Law, Forum and Jurisdiction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, United States of America.

**Section 7.3 Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered to it or sent by registered mail or certified mail, postage prepaid, or by prepaid telegram addressed as follows:

If to HKAC:                   Unite 8/F, Wing Yee Comm Bldg  
5 Wing Kut St., Sheung Wan,  
Hong Kong  
Attention: Legal Representative  
Telephone:

If to JINMIMI:               6G, West Building, Changxing Plaza  
Changxing Rd, Nanshan District  
Shenzhen, Guangdong, 518051  
P.R. China  
Attention: Chief Executive Officer  
Telephone:

With a copy to:             Richard I. Anslow, Esq.  
Anslow & Jaclin, LLP  
195 Route 9 South, Suite 204  
Manalapan, NJ 07728  
Telephone: (732)409-1212  
Facsimile: (732)577-1188

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given as of the date so delivered, mailed or telegraphed.

**Section 7.4 Attorneys' Fees.** In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

**Section 7.5 Confidentiality.** Each party hereto agrees with the other party that, unless and until the transactions contemplated by this Agreement have been consummated, they and their representatives will hold in strict confidence all data and information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other party, and shall not use such data or information or disclose the same to others, except: (i) to the extent such data is a matter of public knowledge or is required by law to be published; and (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement.

**Section 7.6 Schedules; Knowledge.** Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

**Section 7.7 Third Party Beneficiaries.** This contract is solely between HKAC and JINMIMI and except as specifically provided, no director, officer, stockholder, employee, agent, independent contractor or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

**Section 7.8 Entire Agreement.** This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

**Section 7.9 Survival; Termination.** The representations, warranties and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for 18 months.

**Section 7.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

**Section 7.11 Amendment or Waiver.** Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

**Section 7.12 Expenses.** Each party herein shall bear all of their respective costs and expenses incurred in connection with the negotiation of this Agreement and in the consummation of the transactions provided for herein and the preparation thereof.

**Section 7.13 Headings; Context.** The headings of the sections and paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.

**Section 7.14 Benefit.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto, and their permitted assigns hereunder. This Agreement shall not be assigned by any party without the prior written consent of the other party.

**Section 7.15 Public Announcements.** Except as may be required by law, neither party shall make any public announcement or filing with respect to the transactions provided for herein without the prior consent of the other party hereto.

**Section 7.16 Severability.** In the event that any particular provision or provisions of this Agreement or the other agreements contained herein shall for any reason hereafter be determined to be unenforceable, or in violation of any law, governmental order or regulation, such unenforceability or violation shall not affect the remaining provisions of such agreements, which shall continue in full force and effect and be binding upon the respective parties hereto.

**Section 7.17 Failure of Conditions; Termination.** In the event of any of the conditions specified in this Agreement shall not be fulfilled on or before the Closing Date, either of the parties have the right either to proceed or, upon prompt written notice to the other, to terminate and rescind this Agreement. In such event, the party that has failed to fulfill the conditions specified in this Agreement will liable for the other parties legal fees. The election to proceed shall not affect the right of such electing party reasonably to require the other party to continue to use its efforts to fulfill the unmet conditions.

**Section 7.18 No Strict Construction.** The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against either party hereto, regardless of who drafted or was principally responsible for drafting the Agreement or terms or conditions hereof.

**Section 7.1 Execution Knowing and Voluntary.** In executing this Agreement, the parties severally acknowledge and represent that each: (a) has fully and HKACrefully read and considered this Agreement; (b) has been or has had the opportunity to be fully apprized by its attorneys of the legal effect and meaning of this document and all terms and conditions hereof; (c) is executing this Agreement voluntarily, free from any influence, coercion or duress of any kind.

**Section 7.20 Amendment.** At any time after the Closing Date, this Agreement may be amended by a writing signed by both parties, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

**Section 7.21 Conflict of Interest.** Both JINMIMI and HKAC understand that Anslow & Jaclin, LLP is representing both parties in this transaction which represents a conflict of interest. Both JINMIMI and HKAC have the right to different counsel due to this conflict of interest. Notwithstanding the above, both JINMIMI and HKAC agree to waive this conflict and have Anslow & Jaclin, LLP represent both parties in the above-referenced transaction. Both JINMIMI and HKAC agree to hold this law firm harmless from any and all liabilities that may occur or arise due to this conflict.



**IN WITNESS WHEREOF**, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, and entered into as of the date first above written.

ATTEST:

**JINMIMI NETWORK, INC.**

\_\_\_\_\_

President

By: \_\_\_\_\_

ATTEST:

**HONG KONG ACTIVE CHOICE LIMITED**

\_\_\_\_\_

By: \_\_\_\_\_  
President

**HKAC SHAREHOLDERS:**

**LI XI**

\_\_\_\_\_

**SILKY ROAD INTERNATIONAL GROUP  
LIMITED, a BVI corporation**

\_\_\_\_\_

SUBSCRIPTION AGREEMENT

To: JINMIMI NETWORK INC.  
6G, West Building, Changxing Plaza  
Changxing Rd, Nanshan District  
Shenzhen, Guangdong, 518051 P.R. China

Gentlemen:

1. Subscription.

The undersigned (the "**Purchaser**"), intending to be legally bound, hereby irrevocably agrees to purchase from Jinmimi Network Inc., a Nevada Corporation (the "**Company**"), the number of shares, set forth on the Signature Page at the end of this subscription Agreement (the "Agreement") at a purchase price of \$0.025 per share with no minimum investment, upon the terms and conditions hereinafter set forth. This subscription is submitted to the Company accordance with and subject to the terms and conditions described in this Agreement and in the Confidential Private Placement Memorandum dated as of January 15, 2009.

The undersigned is delivering (i) the subscription payment made payable to Jinmimi Network Inc. (ii) two executed copies of the Signature page at the end of this Agreement, and (iii) one executed copy of Purchaser Questionnaire for Individuals (if appropriate), attached hereto as Exhibit II, to:

JINMIMI NETWORK INC.  
6G, West Building, Changxing Plaza  
Changxing Rd, Nanshan District  
Shenzhen, Guangdong, 518051 P.R. China

The undersigned understands that the Common Stock is being issued pursuant to the exemption from the registration requirements of the United States Securities Act of 1933, as amended (the "**Securities Act**"), provided by Regulation D Rule 506 and/or Regulation S of such Securities Act. The shares of Common Stock are "restricted securities" for purposes of the United States securities laws and cannot be transferred except as permitted under these laws.

2. Acceptance of Subscription.

The Offering will be open until the earlier to occur of (i) February 28, 2009; or (ii) the sale of all of the common shares, unless extended by us for up to an additional 90 day period, in our sole discretion.

Subject to applicable state securities laws, the Purchaser may not revoke any subscription that such Purchaser delivers to the Company. However, the undersigned understands and agrees that the Company, in its sole discretion, may (i) reject the subscription of any Purchaser, whether or not qualified, in whole or in part, and (ii) may withdraw the Offering at any time prior to the termination of the Offering. The Company shall have no obligation to accept subscriptions in the order received. This subscription shall become binding only if accepted by the Company.

3. Memorandum.

The Purchaser hereby acknowledges receipt of a copy of the Confidential Private Placement Memorandum dated January 15, 2009 (as, the "**Memorandum**").

4. Representations and Warranties.

4.1. The Company represents and warrants to, and agrees with the undersigned as follows, in each case as of the date hereof and in all material respects as of the date of any closing, except for any changes resulting solely from the Offering:

(a) The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation with full power and authority to own, lease, license and use its properties and assets and to carry out the business in which it is engaged as described in the Memorandum. The Company is in good standing as a foreign corporation in every jurisdiction in which its ownership, leasing, licensing or use of property or assets or the conduct of its business makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the Company.

(b) The authorized capital stock of the Company will consist of 100,000,000 shares of common stock, \$.00001 par value per share of which 20,000,000 shares are duly issued and outstanding, and 10,000,000 shares of preferred stock, \$.00001 par value per share of which none of the shares are issued and outstanding.

Each outstanding share of Common Stock is validly authorized, validly issued, fully paid and non-assessable, without any personal liability attaching to the ownership thereof and has not been issued and is not or will not be owned or held in violation of any preemptive rights of stockholders. There is no commitment, plan or arrangement to issue, and no outstanding option, warrant or other right calling for the issuance of, any share of capital stock of the Company or any security or other instrument which by its terms is convertible into, exercisable for or exchangeable for capital stock of the Company, except, as may be described in the Memorandum. There is outstanding no security or other instrument which by its terms is convertible into or exchangeable for capital stock of the Company, except as may be described in the Memorandum.

(c) There is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending or, to the best knowledge of the officers of the Company, threatened with respect to the Company, or any of its subsidiaries, operations, businesses, properties or assets except as may be described in the Memorandum or such as individually or in the aggregate do not now have and could not reasonably be expected have a material adverse effect upon the operations, business, properties or assets of the Company.

(d) The Company is not in violation of, or in default with respect to, any law, rule, regulation, order, judgment or decree except as may be described in the Memorandum or such as in the aggregate do not now have and will not in the future have a material adverse effect upon the operations, business, properties or assets of the Company; nor is the Company required to take any action in order to avoid any such violation or default.

(e) The Company has all requisite power and authority (i) to execute, deliver and perform its obligations under this Agreement, and (ii) to issue and sell the shares in the Offering.

(f) No consent, authorization, approval, order, license, certificate or permit of or from, or declaration or filing with, any United States federal, state, local, or other applicable governmental authority, or any court or any other tribunal, is required by the Company for the execution, delivery or performance by the Company of this Agreement or the issuance and sale of the shares, except such filings and consents as may be required and have been or at the initial closing will have been made or obtained under the laws of the United States federal and state securities laws.

(g) The execution, delivery and performance of this Agreement and the issuance of the Shares will not violate or result in a breach of, or entitle any party (with or without the giving of notice or the passage of time or both) to terminate or call a default under any agreement or violate or result in a breach of any term of the Company's Articles of Incorporation or Bylaws of, or violate any law, rule, regulation, order, judgment or decree binding upon, the Company, or to which any of its operations, businesses, properties or assets are subject, the breach, termination or violation of which, or default under which, would have a material adverse effect on the operations, business, properties or assets of the Company.

(h) The Shares issuable in this Offering are validly authorized and, if and when issued in accordance with the terms and conditions set forth in the Memorandum and in this Agreement, will be validly issued, fully paid and non-assessable without any personal liability attaching to the ownership thereof, and will not be issued in violation of any preemptive or other rights of stockholders.

(i) The Memorandum and this Agreement do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Without limiting the generality of the foregoing, there has been no material adverse change in the financial condition, results of operations, business, properties, assets, liabilities, or, to the knowledge of the Company, future prospects of the Company from the latest information set forth in the Memorandum.

4.2. The undersigned United States persons hereby represents and warrants to, and agrees with, the Company as follows:

(a) The undersigned is an "Accredited Investor" as that term is defined in Rule 501 (a) of Regulation D promulgated under the Securities Act, and as specifically indicated in Exhibit I attached to this Agreement. "

(b) The undersigned is a "Sophisticated Investor" as that term is defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

(c) For California and Massachusetts individuals: If the subscriber is a California resident, such subscriber's investment in the Company will not exceed 10% of such subscriber's net worth (or joint net worth with his spouse). If the subscriber is a Massachusetts resident, such subscriber's investment in the Company will not exceed 25% of such subscriber's joint net worth with such subscriber's spouse (exclusive of principal residence and its furnishings).

(d) If a natural person, the undersigned is: a bona fide resident of the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement as the undersigned's home address; at least 21 years of age; and legally competent to execute this Agreement. If an entity, the undersigned has its principal offices or principal place of business in the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement, the individual signing on behalf of the undersigned is duly authorized to execute this Agreement and this Agreement constitutes the legal, valid and binding obligation of the undersigned enforceable against the undersigned in accordance with its terms.

(e) The undersigned has received, read carefully and is familiar with this Agreement and the Memorandum.

(f) The undersigned is familiar with the Company's business, plans and financial condition, the terms of the Offering and any other matters relating to the Offering, the undersigned has received all materials which have been requested by the undersigned, has had a reasonable opportunity to ask questions of the Company and its representatives, and the Company has answered all inquiries that the undersigned or the undersigned's representatives have put to it. The undersigned has had access to all additional information necessary to verify the accuracy of the information set forth in this Agreement and the Memorandum and any other materials furnished herewith, and have taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(g) The undersigned (or the undersigned's purchaser representative) has such knowledge and experience in finance, securities, taxation, investments and other business matters so as to be able to protect the interests of the undersigned in connection with this transaction, and the undersigned's investment in the Company hereunder is not material when compared to the undersigned's total financial capacity.

(h) The undersigned understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment.

(i) The undersigned acknowledges that no market for the Common Stock presently exists and none may develop in the future and that the undersigned may find it impossible to liquidate the investment at a time when it may be desirable to do so, or at any other time.

(j) The undersigned has been advised by the Company that none of the Common Stock has been registered under the Securities Act, that the Common Stock will be issued on the basis of the statutory exemption provided by Rule 506 of the Securities Act or Regulation D promulgated thereunder, or both, relating to transactions by an issuer not involving any public offering and under similar exemptions under certain state securities laws; that this transaction has not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization where an exemption is being relied upon; and that the Company's reliance thereon is based in part upon the representations made by the undersigned in this Agreement.

(k) The undersigned acknowledges that the undersigned has been informed by the Company of or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the Common Stock. In particular, the undersigned agrees that no sale, assignment or transfer of any of the Common Stock shall be valid or effective, and the Company shall not be required to give any effect to such a sale, assignment or transfer, unless (i) the sale, assignment or transfer of such Common Stock is registered under the Securities Act, it being understood that the Common Stock are not currently registered for sale and that the Company has no obligation or intention to so register the Common Stock, except as contemplated by the terms of this Agreement or (ii) such Common Stock is sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Securities Act (it being understood that Rule 144 is not available at the present time for the sale of the Common Stock), or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act, including Regulation S promulgated thereunder. The undersigned further understands that an opinion of counsel and other documents may be required to transfer the Common Stock.

(l) The undersigned acknowledges that the Common Stock shall be subject to a stop transfer order and the certificate or certificates evidencing any Common Stock shall bear the following or a substantially similar legend or such other legend as may appear on the forms of Common Stock and such other legends as may be required by state blue sky laws:

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "ACT") OR, APPLICABLE STATE SECURITIES LAWS, AND SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH SALE OR TRANSFER IS EXEMPT FROM SUCH REGISTRATION REQUIREMENTS OF THE ACT AND APPLICABLE STATE SECURITIES LAWS.**

(m) The undersigned will acquire the Common Stock for the undersigned's own account (or for the joint account of the undersigned and the undersigned's spouse either in joint tenancy, tenancy by 'he entirety or tenancy in common) for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

(n) No representation, guarantee or warranty has been made to the undersigned by any broker, the Company, any of the officers, directors, stockholders, partners, employees or agents of either of them, or any other persons, whether expressly or by implication, that:

(I) the Company or the undersigned will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of the Company's activities or the undersigned's investment in the Company; or

(II) the past performance or experience of the management of the Company, or of any other person, will in any way indicate the predictable results of the ownership of the Common Stock or of the Company's activities.

(o) No oral or written representations have been made other than as stated in the Memorandum, and no oral or written information furnished to the undersigned or the undersigned's advisor(s) in connection with the Offering were in any way inconsistent with the information stated in the Memorandum.

(p) The undersigned is not subscribing for the Common Stock as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person other than a representative of the Company with which the undersigned had a pre-existing relationship in connection with investments in securities generally.

(q) The undersigned is not relying on the Company with respect to the tax and other economic considerations of an investment.

(r) The undersigned understands that the net proceeds from all subscriptions paid and accepted pursuant to the Offering (after deduction for commissions, discounts and expenses of the Offering) will be used in all material respects for the purposes set forth in the Memorandum.

(s) Without limiting any of the undersigned's other representations and warranties hereunder, the undersigned acknowledges that the undersigned has reviewed and is aware of the risk factors described in the Memorandum.

(t) The undersigned acknowledges that the representations, warranties and agreements made by the undersigned herein shall survive the execution and delivery of this Agreement and the purchase of the Common Stock.

(u) The undersigned has consulted his own financial, legal and tax advisors with respect to the economic, legal and tax consequences of an investment in the Common Stock and has not relied on the Memorandum or the Company, its officers, directors or professional advisors for advice as to such consequences.

The undersigned non-United States persons hereby represents and warrants to, and agrees with, the Company as follows:

(a) The undersigned understands that the investment offered hereunder has not been registered under the 1933 Act and he further understands that he is purchasing the Securities without being furnished any offering literature or prospectus. He is acquiring the Securities for his own account, for investment purposes only, and not with a view towards resale or distribution.

4.3

(b) The undersigned is not a "US Person" which is defined below:

- (i) Any natural person resident in the United States;
- (ii) Any partnership or corporation organized or incorporated under the laws of the United States;
- (iii) Any estate of which any executor or administrator is a US person;
- (iv) Any trust of which any trustee is a US person;
- (v) Any agency or branch of a foreign entity located in the United States;
- (vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US person;
- (vii) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident of the United States; and  
Any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a US person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the 1933 Act) who are not natural persons, estates or trusts.
- (viii)

"United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

(c) The undersigned (i) as of the execution date of this Agreement is not located within the United States, and (ii) is not purchasing the Securities for the benefit of any US Person.

(d) The undersigned will not resell the Securities except in accordance with the provisions of Regulation S (Rule 901 through 905 and Preliminary Notes thereto), pursuant to a registration under the 1933 Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging trans1933 Action with regard to such securities unless in compliance with the 1933 Act.

(e) The undersigned will not engage in hedging trans1933 Actions with regard to Securities of the Company prior to the expiration of the distribution compliance period specified in Category 2 or 3 (paragraph (b)(2) or (b)(3)) in Rule 903 of Regulation S, as applicable, unless in compliance with the 1933 Act; and as applicable, shall include statements to the effect that the securities have not been registered under the 1933 Act and may not be offered or sold in the United States or to U.S. persons (other than distributors) unless the securities are registered under the 1933 Act, or an exemption from the registration requirements of the 1933 Act is available.

## 5. Indemnification.

The Purchaser understands the meaning and legal consequences of the representations and warranties contained in Section 4.2 and/or Section 4.3, and agrees to indemnify and hold harmless the Company and each member, officer, employee, agent or representative thereof against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty, or breach or failure to comply with any covenant, of the Purchaser, whether contained in the Memorandum or this Subscription Agreement. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Purchaser, the Purchaser does not thereby or in any other manner waive any rights granted to the Purchaser under federal or state securities laws.

## 6. Provisions of Certain State Laws.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE NEW YORK UNIFORM SECURITIES ACT AND, THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

7. Additional Information.

The Purchaser hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as they may deem appropriate, with regard to the suitability of the undersigned.

8. Irrevocability; Binding Effect.

The Purchaser hereby acknowledges and agrees that the Subscription hereunder is irrevocable, that the Purchaser is not entitled to cancel, terminate or revoke this Subscription. Agreement or any agreements of the undersigned thereunder and that this Subscription Agreement and such other agreements shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, legal representatives and assigns.

9. Modification.

Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

10. Notices.

Any notice, demand or other communication which any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

11. Counterparts.

This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.



12. Entire Agreement.

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

13. Severability.

Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any Portion hereof shall not affect the validity or legality of the remainder hereof.

14. Assignability.

This Subscription Agreement is not transferable or assignable by the Purchaser.

15. Applicable Law.

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina as applied to residents of that State executing contracts wholly to be performed in that State.

16. Choice of Jurisdiction.

The parties agree that any action or proceeding arising, directly, indirectly or otherwise, in connection with, out of or from this Subscription Agreement, any breach hereof or any transaction covered hereby shall be resolved within the County, City and State of New York. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located within the County, City and State of New York.

**IN WITNESS THEREOF**, the undersigned exercises and agrees to be bound by this Subscription Agreement by executing the Signature Page attached hereto on the date therein indicated.

**SUBSCRIPTION AGREEMENT  
SIGNATURE PAGE**

By executing this Signature Page, the undersigned hereby executes, adopts and agrees to all terms, conditions and representations of this Subscription Agreement and acknowledges all requirements are met by the purchaser to purchase shares in the Company.

Number of Shares Subscribed at \$.025 per Share: \_\_\_\_\_

Aggregate Purchase Price: \$ \_\_\_\_\_

Type of ownership:	_____	Individual
	_____	Joint Tenants
	_____	Tenants by the Entirety
	_____	Tenants in Common
	_____	Subscribing as Corporation or Partnership
	_____	Other

IN WITNESS WHEREOF, the undersigned Purchaser has executed this Signature  
Page this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Exact Name in which Shares are to  
be Registered

\_\_\_\_\_  
Exact Name in which Shares are to  
be Registered

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tax Identification Number:

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Residence Phone Number

\_\_\_\_\_  
Residence Phone Number

\_\_\_\_\_  
Work Phone Number

\_\_\_\_\_  
Work Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Mail Address

**ACCEPTANCE OF SUBSCRIPTION**

JINMIMI NETWORK INC. hereby accepts the subscription of \_\_\_\_\_ Shares as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

JINMIMI NETWORK INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEFINITION OF "ACCREDITED INVESTOR"  
WITHIN THE MEANING OF REGULATION D**

An accredited investor means any person who comes within any of the following categories, or whom the Company reasonably believes comes within any of the following categories, at the time of the sale of the Shares to that person:

(i) any bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the Exchange Act; any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S., Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(ii) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(iii) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(iv) any of the directors or executive officers of the Company;

(v) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of investment in the Common Stock, exceeds \$500,000;

(vi) any natural person who had an individual income in excess of \$1,500,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching that same income level in the current year;

(vii) any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

(viii) any entity in which all of the equity owners are accredited investors.

**PURCHASER QUESTIONNAIRE FOR INDIVIDUALS**

Purpose of this Questionnaire.

Shares of Jinmimi Network Inc., a Nevada Corporation (the "Company"), are being offered without registration under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of certain states, in reliance on the private offering exemption contained in Rule 506 of the Securities Act and on Regulation D of the Securities and Exchange Commission thereunder ("Regulation D"), and in reliance on similar exemptions under certain applicable state laws. The purpose of this Purchaser Questionnaire is to assure the Company that the proposed purchaser meets the standards imposed for the application of such exemptions including, but not limited to, whether the proposed purchaser qualifies as an "accredited investor" as defined in Rule 501 under the Act or a "sophisticated investor" as defined in Rule 506 under the Act, your answers will at all times be kept strictly confidential. However, by signing this purchaser Questionnaire you agree that the Company may present this Purchaser Questionnaire to such parties as the Company may deem appropriate if called upon under the law to establish the availability of any exemption from registration of the private placement or if the contents hereof are relevant to any issue in any action, suit or proceeding to which the Company is a party or by which it may be bound. The undersigned realizes that this Purchaser Questionnaire does not constitute an offer by the Company to sell shares but is a request for information.

**THE COMPANY WILL NOT OFFER OR SELL SHARES TO ANY INDIVIDUAL WHO HAS NOT FILLED OUT, AS THOROUGHLY AS POSSIBLE, A PROSPECTIVE PURCHASER QUESTIONNAIRE.**

Instructions:

One (1) copy of this Questionnaire should be completed, signed, dated and delivered to:

Jinmimi Network Inc.  
Attn: Mr. Deng Zhang  
6G, West Building, Changxing Plaza  
Changxing Rd, Nanshan District  
Shenzhen, Guangdong, 518051 P.R. China

Please contact Mr. Deng Zhang at +86 (755) 8340-6503 if you have any questions with respect to the Questionnaire.

PLEASE ANSWER ALL QUESTIONS. If the appropriate answer is "None" or "Not Applicable," so state. Please print or type your answers to all questions. Attach additional sheets if necessary to complete your answers to any item.

I. General Information:

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Home Telephone No.: \_\_\_\_\_  
Business Telephone No: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Preferred Mailing Address: \_\_\_\_\_ Business or \_\_\_\_\_ Home (check one)  
Social Security Number: \_\_\_\_\_  
Marital Status: \_\_\_\_\_

II. Financial Condition:

1. Did your individual annual income during each of 2007 and 2008 exceed \$1,000,000 and do you reasonably expect your individual annual income during 2009 to exceed \$1,000,000?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Did your joint (with spouse) annual income during each of 2007 and 2008 exceed \$300,000 and do you reasonably expect your individual annual income during 2009 to exceed \$300,000?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Does your individual or joint net worth exceed \$500,000?  
Yes \_\_\_\_\_ No \_\_\_\_\_

By signing this Questionnaire I hereby confirm the following statements:

(a) I am aware that the offering of Common Stock will involve securities that are not transferable and for which no market exists, thereby requiring my investment to be maintained for an indefinite period of time.

(b) I acknowledge that any delivery to me of the Memorandum relating to the Shares of Common Stock prior to the determination by the Company of my suitability as an investor, shall not constitute an offer of such Shares until such determination of suitability shall be made, and I agree that I shall promptly return the Memorandum to the Company upon request.

(c) My answers to the foregoing questions are, and were on any date (if any) that I previously subscribed for Shares in the Company, true and complete to the best of my information and belief and were true on any date that I previously as of, and I will promptly notify the Company of any changes in the information I have provided.

Executed:

Date: \_\_\_\_\_  
(Printed Name)

Place: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Joint Subscriber)

## Exhibit 10.3

### MANAGEMENT CONSULTANCY AGREEMENT

Party A: Shenzhen Jinmimi Network Technology Co. Ltd.

Party B: Chuangding Investment Consultant (Shenzhen) Co., Ltd.

#### Whereas:

Party A is a legitimate domestic-funded company incorporated in Shenzhen, (hereinafter referred to “Shenzhen Jinmimi”) that provides services in the development of network technology and related services;

Party B is a legitimate foreign-owned enterprises incorporated in Shenzhen that provides consultation of investment management services.

Party A is a developing stage company, enters into this agreement with Party B to provide full operating services for its company.

In accordance with the provisions in relevant [Law of the People’s Republic of China], in consideration of the mutual promise of both parties, “Party A shall hire Party B to provide management consulting service for the cooperation”, Both parties, intending legally to be bound, agree as follows:

#### Article 1 Guarantee

Prior to the signing of this agreement, both parties have received Resolution of the shareholders (Board of shareholders) to sign this Agreement.

Upon the signing of this agreement, the two parties should provide this Agreement to each other.

#### Article 2 Cooperation Items

Whereas, in order to promote the business development of Shenzhen Jinmimi, Party A shall hire Party B to provide a full range of consulting, management and operation services. Party A shall authorize full operational and management rights to Party B.

#### Article 3 Cooperation Methods

Party A shall give full operational and management rights of Shenzhen Jinmimi to Party B. According to the actual situation of the company combined with the market environment, Party B is responsible for strategic planning, program implementation, market promotion and sale channel building. Any expenses that associated that with this operating period except the wages of the personnel will be paid by Party A.

During the contract period, Party B is responsible to provide customers’ information to Party A. If the company will generate money during the operation period by Party B, the profits will go to Party B. If there is no profit, Party B will not receive any compensation. In the event if the loss is due to Party B uses Party A’s resulting in damages, then Party A cannot ask Party B for any compensation.

#### **Article 4 Cooperation Authorization**

In order to give full operation power to Party B for its professional capabilities, management independence during the cooperation period, Party A hereby gives full authority to Party B, including but not limited to:

1. The company's right to personnel arrangements and the power to system control process.
2. Strategic planning, the power to sign contracts with external vendors
3. Market promotion, the right to choose partners
4. Product design, sales strategy and pricing power

#### **Article 5 Tem of Cooperation**

The term of this cooperation agreement is for FIVE years. The effective date shall begin from December 18, 2008 to December 17, 2013. Upon the terms expires, unless through mutual agreement of both parties, the contract shall renew automatically for another five years.

#### **Article 6 Operation Power Transfer and Management Arrangement**

Within ten days after the effective day of this agreement, Party A shall transfer all matters of Shenzhen Jinmimi to Party B, including but not limited to the company's office space, the company licenses (including business licenses, tax documents, organization code certificate, permit to open bank accounts etc.), seals (notary public,, the financial chapter, private seal of the legal representative, etc.), bank accounts, financial information, assets, all contracts signed by foreign companies and all operating essentials related to the company.

Party A shall guarantee all of the above-mentioned essentials of the transfer are true and complete. Party B shall provide a transfer list to Party A.

After the completion of the transfer, Party B shall assign specific personnel for the day-to-day operation of the company, but the company's financial responsibility will still be assigned by Party A.

#### **Article 7 Party B's Compensation and Special Obligations**

The compensation for Party B's should include: If there are profit gain during the operating period and being treated in accordance with the company regulations, any post-tax profits shall allocate to Party B. If there are no profit gains, Party B will not receive any compensation.

During the operation period by Party B, if Party A shall encounter financial difficulties, in order to control the company's business risk, Party B is obligated to provide funds to Party A.



## **Article 8 Obligations of Party A**

- 8.1 Upon the signing of this contract, Party A should submit to Party B the Shareholders Resolution which granted that “The Company entrusted Party B for the operation of the Company. Party B shall receive profits that generated during the operation period.”
- 8.2 After the operating power has transferred to Party B and during the operating period, Party A shall not interfere with the independent decision-making, the implementation of specific matters of Party B. At the same time, Party A shall ensure that their investors (shareholders) in will not exercise the corresponding rights upon the execution of the contract period.
- 8.3 Party A must strictly abide by this contract, except regulated by law or contract matter, Party A cannot terminate or dissolve this agreement unilaterally.
- 8.4 Party A shall give approval to any reasonable and normal costs that generated during this operating period.
- 8.5 During the execution of this contract, Party A shall guarantee there will not be any internal change of its investors (shareholders), or other violations of the liabilities incurred by the investors (shareholder) which subjected the company for auction. If the results of such impact on the operation of the Party B, Party A will be responsible for the coordination of damage control, and bear the costs. If the result caused Party B ceased to operate, Party B needs to be compensated for expected losses.

## **Article 9 Obligations of Party B**

- 9.1 During the operating period, Party B should adhere to the principal of “diligence, legitimate business and cost control”.
- 9.2 During the execution period, Party B is not allowed to use the name of Party A and the name of Shenzhen Jinmimi in the operation of any unrelated acts, in particular, using the name of Shenzhen Jinmimi to acquire loans or debt guarantees to others. In the event of operational needs, Party B must obtain prior approvals of the shareholders.
- 9.3 Party B should report to Party A on corporate strategy planning, implementation of plans and record of programs. If Party A needs information on the operation of the company, Party B has to disclose truthfully.
- 9.4 During the operating period, Party B must present itself in an “honest and legitimate business operation and reasonable cost control” manner. Party B shall submit the company's quarterly financial budget and financial statements to Party A. At the year end, upon Party A's request, Party B shall submit the year-end audit report and its financial situation to Party A. For any violation of audit information, Party B has to assume financial responsibility.

9.5 During the operating period, Party B must abide by national laws, regulations of the articles of incorporation and should not engage in any illegal activities. Otherwise, Party B shall reimburse any loss to Party A.

**Article 10 Breach of Contract**

No parties shall oppose or dissolve this contract. Otherwise, the default party shall bear the losses of the non breaching party.

**Article 11 Conflicts and Resolution**

During the execution process, the two parties have to negotiate and settle any outstanding issues.

Any disputes arise out of this Agreement shall be submitted and resolved by Shenzhen court proceedings according to the Chinese law.

**Article 12 Miscellaneous**

This contract shall be effective from the date when both parties stamp and sign the agreement. This agreement is in quadruplicate, each party has two copies.

Party A: Shenzhen Jinmimi Network Technology Co. Ltd.

Party B: Chuangding Investment Consultant (Shenzhen) Co. Ltd.

Date of signature: December 18, 2008

Place of signature: Shenzhen, China

**Exhibit 21.1****Jinmimi Network Inc.  
Subsidiaries of the Company**

Name	Country of Incorporation	Dated Created
Hong Kong Active Choice Limited	Hong Kong	September 26, 2008
Chuangding Investment Consultant (Shenzhen) Co., Ltd.	Hong Kong	December 4, 2008

**Exhibit 23.1**

**ALBERT WONG & CO.**

CERTIFIED PUBLIC ACCOUNTANTS

7th Floor, Nan Dao Commercial Building

359-361 Queen's Road Central

Hong Kong

Tel : 2851 7954

Fax: 2545 4086

ALBERT WONG

B.Soc, Sc., ACA., LLB., CPA(Practising)

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in this registration Statement on Form S-1 of our reports dated January 13, 2009, relating, to the consolidated financial statements and related notes of Chuangding Investment Consultant (Shen Zhen) Co, Ltd for the period from December 4, 2008 (Date of Incorporation) to December 31, 2008.

*/s/Albert Wong & Co.* \_\_\_\_\_

Albert Wong & Co.

Hong Kong

January 23, 2009