**COOPERATION AGREEMENT**

**Featured Cooperation Agreements**

DATED AS OF THE 1ST DAY OF NOVEMBER 2006

 BEIJING CENTURY MEDIA CULTURE CO., LTD.

 and

 SHANGHAI CAMERA MEDIA INVESTMENT CO., LTD.

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 COOPERATION AGREEMENT

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THIS AGREEMENT is dated as of the 1st day of November 2006.

BETWEEN:

BEIJING CENTURY MEDIA CULTURE CO., LTD., a company incorporated under the laws

of the PRC with a registered address of 18-338 Jianshe Road, Kaixuan Avenue,

Liangxiang Village, Fangshan District, Beijing, PRC (the "CONTENT PROVIDER");

and

SHANGHAI CAMERA MEDIA INVESTMENT CO., LTD., a company incorporated under the

laws of the PRC with a registered address of 3B10, No. 168 Tianshan Zhi Road,

Changning District, Shanghai, PRC (the "RECIPIENT")

WHEREAS:

(A) The Recipient and Inner Mongolia Television Station ("IMTV") entered into a

 strategic cooperation agreement in December 2003 and, subsequently, into a

 supplemental agreement (collectively, the "IMTV AGREEMENT").

(B) The Content Provider and its Affiliates are experienced in television

 program sourcing and production, and agree to provide the Content to the

 Recipient on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 Definitions. In this Agreement (including the Recitals and the Schedule),

 unless the context otherwise requires, the following expressions shall have

 the following meanings:

 "AFFILIATES" of a specified Person means any other Person

 that, directly or indirectly, through one or

 more intermediaries, Controls, is Controlled

 by, or is under the common Control with, such

 specified Person or, in the case of a natural

 Person, such Person's spouse, parents and

 descendants (whether by blood or adoption and

 including stepchildren);

 "BUSINESS DAY" means any day other than Saturday or Sunday on

 which banks are generally open for business in

 the PRC;

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 "CIETAC" shall have the meaning ascribed to it under

 Clause 11;

 "CONTENT" means content and information produced or

 acquired by, on behalf or at the behest of the

 Content Provider comprising business and

 general information to be delivered to the

 Recipient by the Content Provider from time to

 time;

 "CONTROL", "CONTROLS", means the possession, directly or indirectly,

 "CONTROLLED" (or any of the power to direct or cause the direction

 correlative term) of the management of a Person, whether through

 the ownership of voting securities, by

 contract, credit arrangement or proxy, as

 trustee,, executor, agent or otherwise. For the

 purpose of this definition, a Person shall be

 deemed to Control another Person if such first

 Person, directly or indirectly, owns or holds

 more than 50% of the voting equity interests in

 such other Person;

 "FEES" means the consideration described under Clause

 3.1;

 "IMTV" shall have the meaning ascribed to it in

 Recital A hereto;

 "IMTV AGREEMENT" shall have the meaning ascribed to it in

 Recital A hereto;

 "PERSON" or "PERSONS" means any natural person, corporation, company,

 association, partnership, organization,

 business, firm, joint venture, trust,

 unincorporated organization or any other entity

 or organization, and shall include any

 governmental authority;

 "PRC" means the People's Republic of China; and

 "TERM" shall have the meaning ascribed to it in Clause

 4.1.

1.2 Interpretation. In this Agreement:

 (a) references to statutory provisions shall be construed as references to

 those provisions as amended or re-enacted or as their application is

 modified by other statutory provisions (whether before or after the

 date hereof) from time to time and shall include any provisions of

 which they are re-enactments (whether with or without modification);

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 (b) unless the context requires otherwise, words incorporating the

 singular shall include the plural and vice versa and words importing a

 gender shall include every gender; and

 (c) references herein to Clauses and Recitals are to clauses and recitals

 of this Agreement.

2. CONTENT DELIVERY

2.1 Content Delivery. In consideration of the Fees and subject to the terms and

 conditions of this Agreement, the Content Provider agrees to provide or

 procure its Affiliates to provide to Recipient the Content during the Term

 on a non-exclusive basis.

2.2 Sublicense. Recipient shall and shall cause its successors, Affiliates,

 officers, directors, employees and agents to comply with the terms of this

 Agreement. Except as specifically set forth in this Agreement, Recipient

 may not sublicense any of its rights under this Agreement, or allow others

 to distribute or air the Content in whole or in parts, or otherwise

 distribute or exploit any portion of any of the Content. Without limiting

 the foregoing, Recipient must not, and must not authorize others to sell,

 transfer, mortgage, hypothecate or permit any lien to attach upon the

 Content or any part thereof.

2.3 Title to the Content. Recipient acknowledges and agrees that, unless

 mutually agreed by the parties, as between Recipient and Content Provider,

 all rights and title in and to the Content are the exclusive property of

 the Content Provider or its Affiliates and that all rights not specifically

 granted herein to Recipient are reserved to the Content Provider for its

 own use and disposition.

2.4 Limited Use. The Content must only be used by the Recipient for the purpose

 of and in connection with the IMTV Agreement only. Content Provider shall

 ensure the Content it provides complies with relevant laws and the

 requirements of IMTV and shall, if necessary, modify the Content in

 accordance with the relevant laws and the requirements of IMTV.

3. FEES

3.1 Fees. In consideration for the provision of the Content, the Recipient

 shall, after the Content Provider has provided the Content in compliance

 with the terms hereunder, by no later than fourteen (14) days after the

 Recipient received the invoice issued by the Content Provider for the

 relevant Content, pay to the Content Provider the fees set out in such

 invoice for the Content and ancillary services (if any) described therein

 (the "FEES"). If there is any dispute with respect to the Fees, the parties

 shall settle such dispute through friendly consultation.

3.2 Method of Payment. The Fees shall be paid in accordance with this Clause by

 cash, transfer cheque or bank transfer or using such other method as may be

 acceptable to the Content Provider to the account of the Content Provider

 or such

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 other parties as the Content Provider may direct in writing from time to

 time.

4. TERM

4.1 Term. Unless otherwise terminated pursuant to Clause 5, the term of this

 Agreement shall commence from the date hereof and shall continue in full

 force and effect until 31 December 2023. Upon expiry of the said Term, this

 Agreement shall be automatically extended for no less than ten (10) years,

 the exact term of extension shall be determined by the parties in writing

 (the "TERM").

5. TERMINATION

5.1 Termination. This Agreement may be terminated by the Content Provider at

 any time without compensation by written notice served on the Recipient in

 accordance with the terms of this Agreement 30 Business Days' prior to such

 termination.

5.2 Termination for Material Breach. In the event either party materially

 breaches this Agreement and fails to remedy such breach to the satisfaction

 of the non-defaulting party within 10 Business Days from the date it

 receives written notice of such breach from the non-defaulting party,

 without prejudice to any legal or other rights or remedies which the

 non-defaulting party may have, the non-defaulting party has the right to

 terminate this Agreement upon expiry of the said 10 Business Days

 immediately by written notice to the defaulting party.

6. TERMINATION CONSEQUENCES

6.1 Obligations on Termination. Upon termination of this Agreement for whatever

 cause, the Recipient must forthwith:

 (a) cease all use, including broadcasting, distribution and/or

 syndication, of the Content; and

 (b) cause its sublicensees (if any) and Affiliates to immediately cease

 all use, including broadcasting, distribution and/or syndication, of

 the Content.

6.2 Transitional Matters. Upon the termination of this Agreement for any

 reason, the Recipient must fully cooperate with the Content Provider in all

 necessary and reasonable transitional matters including, without limitation

 and at the Recipient's cost and expense, taking all necessary actions on

 the Content Provider's behalf reasonably necessary to protect and/or

 perfect their right, title and interest in and to the Content.

7. PROPRIETARY RIGHTS

7.1 Copyright. The Recipient acknowledges that the copyright in the Content

 (including any edited versions) shall remain exclusively with the Content

 Provider or its Affiliates unless otherwise agreed by the parties. All

 right and title

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 in and to the Content (including any edited versions), including but not

 limited to films and recordings, titles, names, trade marks, concepts,

 stories, plots, incidents, animations, illustrations, ideas, formulas,

 formats and any other literary, musical, artistic or other creative

 material included therein, shall remain the exclusive property of the

 Content Provider or its Affiliates.

7.2 Reservation of Rights. The Content Provider expressly reserves all rights

 not expressly granted by the Content Provider to the Recipient under this

 Agreement.

7.3 Attribution. The Recipient must provide attribution to the Content Provider

 and must ensure it uses appropriate copyright or other proprietary rights

 notices regarding the Content as reasonably instructed by the Content

 Provider from time to time, to the extent customary in the broadcast

 industry.

7.4 Protection of Rights. The Recipient must take any action and execute any

 and all documents necessary to protect and/or perfect the Content

 Provider's or its Affiliates' rights in the Content.

8. RECIPIENT'S WARRANTIES & REPRESENTATIONS

8.1 Recipient's Representation. The Recipient represents and warrants that it

 is free to enter into this Agreement and to perform its obligations under

 this Agreement.

8.2 Recipient's Covenants. Without limiting the generality of Clause 8.1, the

 Recipient:

 (a) must not introduce into the Content any defamatory or obscene matter

 or other objectionable material of any kind whatsoever whether or not

 it would give rise to any cause of action;

 (b) warrants that it is duly authorised to broadcast, distribute and

 syndicate the Content in accordance with the terms of this Agreement;

 (c) warrants that the broadcast, distribution, syndication of the Content

 under this Agreement is lawful within the PRC provided that the

 Content itself does not violate the laws of the PRC and unless the

 breach of any laws is caused by IMTV;

 (d) must comply with all relevant laws and regulations of the PRC when

 performing this Agreement, and must broadcast, distribute and

 syndicate the Content in compliance with the laws and regulations of

 the PRC; and

 (e) must ensure that all content contained within the Content as

 distributed complies with the laws and regulations of the PRC (unless

 such non-compliance is caused by IMTV).

8.3 Term of Representations. The Recipient covenants and agrees that all of the

 foregoing warranties and representations under Clauses 8.1 and 8.2 shall

 remain

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 true and correct for the duration of this Agreement, and must take all

 actions necessary, at its cost, to fulfill its obligations under this

 Clause.

8.4 Content Provider's Representation. The Content Provider represents and

 warrants that it is free to enter into this Agreement and to perform its

 obligations under this Agreement.

8.5 Content Provider's Covenants. Without limiting the generality of Clause

 8.3, the Content Provider warrants that:

 (a) it has obtain all required licenses, consents, approvals and permits

 from any person necessary to perform its obligations under this

 Agreement and will otherwise comply with all applicable statutes,

 laws, rules, regulations and industry standards with respect to the

 performance of its obligations under this Agreement;

 (b) the Content itself does not violate the laws of the PRC;

 (c) it has the right to provide the Content to the Recipient and that the

 Content does not infringe the copyright or other rights of any third

 parties.

8.6 Term of Representations. The Content Provider covenants and agrees that all

 of the foregoing warranties and representations under Clauses 8.4 and 8.5

 shall remain true and correct for the duration of this Agreement and must

 take all actions necessary, at its cost, to fulfill its obligations under

 this Clause.

9. INDEMNITY

9.1 Indemnity. Each party (the "INDEMNIFYING PARTY") agrees to indemnify (and

 keep indemnified) and hold harmless the other (including the Content

 Provider's successors, Affiliates, officers, directors, employees and

 agents) (the "INDEMNIFIED PARTY") from and against any and all claims,

 damages, losses and expenses arising out of or in connection with any

 breach of this Agreement by the Indemnifying Party; provided that the

 parties shall have no liability to indemnify the other (including the

 Content Provider's successors, Affiliates, officers, directors, employees

 and agents) of any losses arising directly as a result of (i) the

 compliance with any order, decree or ruling or takes any other action

 restraining, enjoining or otherwise prohibiting the transactions

 contemplated by this Agreement issued by any competent governmental

 authority in the PRC, or (ii) the actions or inactions of the other party,

 its Affiliates or other Persons under the Control of that party. This

 indemnity is additional to and cumulative or any other remedies the

 Indemnified Party may have under this Agreement or otherwise in law and/or

 equity as a result of the actions of the Indemnifying Party.

9.2 Indemnity regarding sublicensees. Without limiting the generality of Clause

 9.1, the Recipient shall indemnify (and keep indemnified) and hold harmless

 the Content Provider (including the Content Provider's successors,

 Affiliates,

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 officers, directors, employees and agents) from and against any and all

 actions, claims, liability, costs, losses, damages and expenses arising by

 reason of any claim or action brought against the Recipient by any

 sublicensee(s) or any other person or entity as a result of or attributable

 to the Recipient's distribution and/or syndication of any part of the

 Content in the PRC (to the extent not caused by a breach of this Agreement

 by the Content Provider).

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. This Agreement shall be governed by and construed in

 accordance with the laws of the PRC.

10.2 Arbitration. Any dispute, controversy or claim arising out of or in

 connection with this Agreement, including any question regarding its

 existence, validity or termination, shall be settled through friendly

 consultation between the parties. In the event that no settlement is

 reached within 30 Business Days from the date of notification by either

 party to the other that it intends to submit a dispute, controversy or

 claim to arbitration, then such dispute, controversy or claim shall be

 finally resolved by arbitration under the arbitration rules of the China

 International Economic and Trade Arbitration Commission ("CIETAC") as at

 present in force, which rules are deemed to be incorporated by reference

 into this Article. The place of arbitration shall be Shanghai, PRC. The

 language of the arbitration shall be Chinese. The tribunal shall consist of

 three arbitrators. Two arbitrators shall be selected by the respective

 parties. The third arbitrator shall be selected by agreement between the

 parties or, failing agreement within 10 Business Days of the appointment of

 the two party-nominated arbitrators, by the chairman of CIETAC.

11. FURTHER ASSURANCE

11.1 Assurance. Each party shall do all acts and execute and deliver all

 documents as may be necessary to give effect to the provisions set forth

 herein.

12. CONFIDENTIALITY

12.1 Confidentiality. Unless otherwise agreed by the parties, the parties agree

 to keep the terms and conditions of this Agreement strictly confidential.

 The Agreement or the terms and conditions thereof will only be disclosed if

 and to the extent necessary under the laws and regulations of the PRC.

13. NOTICES

13.1 Notices. Notices or other communications required to be given by any party

 pursuant to this Agreement shall be in writing in Chinese and may be

 delivered personally or sent by registered airmail or postage prepaid, by a

 recognized courier service or by facsimile transmission to the address of

 the other party set forth below. The dates on which such notices shall be

 deemed to have effectively given shall be determined as follows:

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 (a) notices given by personal delivery shall be deemed effectively given

 on the date of personal delivery.

 (b) notices given by registered airmail or postage prepaid shall be deemed

 effectively given on the tenth Business Day after the date on which

 they were mailed (as indicated by the postmark).

 (c) notices by courier shall be deemed effectively given on the fifth

 Business Day after they were sent by recognized courier service.

 (d) notices given by facsimile transmission shall be deemed effectively

 given on the first Business Day following the date of successful

 transmission and receipt as evidenced by the transmission report.

 Content Provider

 Room 701, Kun Tai International Mansion

 12B Chao Wai Street, ChaoYang District,

 Beijing 100020,

 China

 For the attention of: Zhu Shan

 Phone No.: 010 -58645200

 Fax No.: 010 -58797151

 Recipient

 2nd Floor, Da Zhong Finance Building,

 1033 Yan An Road West

 Shanghai 200050

 PRC

 For the attention of: Mr. Zhang Guanming

 Telephone No.: 021-61612110

 Facsimile No.: 021-61612108

 With a copy to Richard Wang & Co.:

 18th Floor, Union Building

 100 Yan An Road East, Shanghai 200002, P.R.C.

 Attention: Catherine Chen

 Telephone No.: (8621) 6326 5800

 Facsimile No.: (8621) 6321 8890

13.2 Any party may at any time change its address for service by notice in

 writing

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 delivered to the other party in accordance with the terms hereof.

14. MISCELLANEOUS

14.1 Time of Essence. Time shall be of the essence of this Agreement.

14.2 Headings. The headings in this Agreement are inserted for convenience only

 and shall not affect the construction of this Agreement.

14.3 Amendments. This Agreement may not be amended or modified except in writing

 signed by all parties, and any amendment and supplement to this Agreement

 shall form part of this Agreement and shall have the same legal effect as

 this Agreement.

14.4 Entire Agreement. This Agreement constitutes the entire agreement and

 understanding between the parties in connection with the transactions

 hereby contemplated. This Agreement supersede all previous agreements,

 arrangements and understandings between the parties with regard to such

 transaction which shall cease to have any further force or effect.

14.5 Severance. Any provision of this Agreement which is invalid, illegal or

 unenforceable in any jurisdiction shall, as to that jurisdiction, be

 ineffective to the extent of such invalidity, illegality or

 unenforceability, without affecting in any way the remaining provisions

 hereof in such jurisdiction or rendering that or any other provision of

 this Agreement invalid, illegal or unenforceable in any other jurisdiction.

14.6 Counterparts. This Agreement may be executed in any number of counterparts,

 all of which taken together shall constitute one and the same agreement,

 and either party may enter into this Agreement by executing a counterpart.

14.7 Languages. This Agreement shall be executed in both the English and Chinese

 languages and in the event of any discrepancy between the two versions, the

 parties hereto shall negotiate in good faith to resolve the discrepancy

 provided that if such good faith negotiation does not resolve in a

 resolution, then the Chinese version of this Agreement shall prevail.

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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first

above written.

BEIJING CENTURY MEDIA CULTURE CO., LTD.

By: /s/

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Name:

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Title: Authorized Signatory

SHANGHAI CAMERA MEDIA INVESTMENT CO., LTD.

By: /s/ Zhang Guan Ming

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Name: Zhang Guan Ming

Title: Legal Representative