FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

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SUBJECT COMPANY

eHi Car Services Ltd

CIK:**1517492**| IRS No.: **000000000**
Type: **SC 13D/A** | Act: **34** | File No.: **005-88413** | Film No.: **19632111**
SIC: **7510** Auto rental & leasing (no drivers)

Mailing Address
UNIT 12/F, BUILDING NO.5
GUOSHENG CENTER
388 DADUHE ROAD
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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

UNDER THE SECURITIES EXCHANGE ACT OF 1934*
(Amendment No. 3)

eHi Car Services Limited
(Name of Issuer)

Class A Common Shares**
Class B Common Shares**
American Depositary Shares
(Title of Class of Securities)

26853A100***
(CUSIP Number)

L & L Horizon, LLC
Unit 12/F, Building No.5, Guosheng Center, 388 Daduhe Road
Shanghai, 200062
People's Republic of China
+86 - 180 0180 0611

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

February 18, 2019
(Date of Event which Requires Filing of this Statement)

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

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

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

**Not for trading, but only in connection with the registration of American Depositary Shares, each representing two Class A common shares. Holders of Class A common shares and Class B common shares have the same rights except for voting and conversion rights. Each Class A common share is entitled to one vote, and each Class B common share is entitled to ten votes and is convertible into one Class A common share at any time. Class A common shares are not convertible into Class B common shares under any circumstances.

*** CUSIP number of the American Depositary Shares, each representing two Class A Common Shares.

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

SCHEDULE 13D/A

CUSIP No. 26853A100

1	NAME OF REPORTING PERSON L & L Horizon, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 7,142,432
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 7,142,432
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,142,432		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.9% (1)		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

(1) The percentage is calculated based on 65,638,557 Class B common shares outstanding as of December 31, 2017, as set forth in the Issuer's annual report, filed under cover of Form 20-F on April 26, 2018.

SCHEDULE 13D/A

CUSIP No. 26853A100

1	NAME OF REPORTING PERSON Ray Ruiping Zhang		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 8,815,432 (2)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 8,815,432(2)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,815,432(2)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.4% (3)		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

(2) Represents (i) 7,142,432 Class B common shares held by L & L Horizon, LLC, which is controlled by Ray Ruiping Zhang, and (ii) 1,673,000 Class B common shares issuable upon the exercise of 1,673,000 options within 60 days from the date hereof.
(3) The percentage is calculated based on 65,638,557 Class B common shares outstanding as of December 31, 2017, as set forth in the Issuer's annual report, filed under cover of Form 20-F on April 26, 2018.

SCHEDULE 13D/A

CUSIP No. 26853A100

1	NAME OF REPORTING PERSON Ruiping Zhang 2016 Descendants Trust		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

This Amendment No. 3 (this "**Amendment**") is filed to amend and supplement the statement on Schedule 13D filed by the Reporting Persons named therein with the Securities and Exchange Commission (the "**SEC**") on March 5, 2018 (the "**Original Schedule**"), which Original Schedule was subsequently amended (the Original Schedule as amended by Amendment No. 1 and Amendment No. 2, the "**Schedule 13D**"), with respect to eHi Car Services Limited (the "**Issuer**"). Except as specifically amended and supplemented by this Amendment, the Schedule 13D remains in full force and effect. Except as amended by this Amendment, all capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D. This constitutes an "exit filing" for the Descendants Trust.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby supplemented by adding the following:

The Investors (as defined below) anticipate that approximately US$527.92 million will be expended to complete the Merger, assuming no exercise of dissenters' rights by shareholders of the Company. This amount includes (a) the estimated funds required by the Investors to (i) purchase the outstanding Common Shares (including Class A Shares represented by ADSs) owned by shareholders of the Issuer other than the Rollover Shareholders (as defined below) at a purchase price of US$6.125 per Common Share or US$12.25 per ADS, and (ii) settle the outstanding options to purchase Common Shares (including Class A Shares represented by ADSs) and shares of restricted stock granted under the Amended and Restated 2010 Performance Incentive Plan of the Issuer and the 2014 Performance Incentive Plan of the Issuer, and (b) the estimated transaction costs associated with the transactions contemplated by the Merger Agreement (as defined below) (the "**Transactions**") (excluding any tax liabilities).

The Transactions will be funded through a combination of cash contributions contemplated by Equity Commitment Letters (as defined below), and (iii) cash in the Issuer and its subsidiaries.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby supplemented by adding the following:

On January 23, 2019, Mr. Zhang submitted a preliminary, non-binding proposal to revise the Original Merger Agreement (as defined below) to the special committee (the "**Special Committee**") of Issuer's Board of Directors (the "**Revised Proposal**"). The Revised Proposal indicated, among other things, that Mr. Zhang together with certain other members of the consortium under the Original Merger Agreement (the "**Original Buyer Group**") concluded that the transactions provided for in the Original Merger Agreement could not be completed on the contemplated terms and that the Original Buyer Group was prepared to terminate the Original Merger Agreement unless the Special Committee agreed to amend the terms of the Original Merger Agreement. In the Revised Proposal, Mr. Zhang indicated to the Special Committee that members of the Original Buyer Group were in discussions with representatives of the competing buyer consortium (the "**Ocean Link Consortium**"), regarding the terms on which the members of the Ocean Link Consortium might agree to withdraw their competing proposal to acquire all of the shares of Issuer not owned by them, and to join with certain members of the Original Buyer Group to form an updated consortium (the "**Updated Buyer Group**"). In addition, pursuant to the Revised Proposal, the Updated Buyer Group would acquire all of Issuer's Common Shares (including Common Shares represented by ADS) for US$12.25 in cash per ADS, and US$6.125 in cash per Common Share.

On February 18, 2019, the Issuer entered into an Amended and Restated Agreement and Plan of Merger (as so amended and restated and as may be further amended from time to time, the "**Merger Agreement**"). This Merger Agreement amends and restates and replaces in its entirety that certain Agreement and Plan of Merger, dated as of April 6, 2018 by and among Issuer, Parent and Merger Sub (the "**Original Merger Agreement**"). The Merger Agreement provides for the merger of Merger Sub with and into the Issuer (the "**Merger**"), with the Issuer continuing as the surviving company, (the "**Surviving Company**") and becoming a wholly owned subsidiary of Parent. Under the terms of the Merger Agreement, (a) each Common Share issued and outstanding immediately prior to the effective time of the Merger will be cancelled in consideration for the right to receive US$6.125 per Common Share, and (b) each ADS issued and outstanding immediately prior to the effective time of the Merger will be cancelled in consideration for the right to receive US$12.25 per ADS (less US$0.05 per ADS cancellation fees), in each case, in cash, without interest and net of any applicable withholding taxes, except for (i) Rollover Shares (as defined in the Contribution and Support Agreement (as defined below), which will be contributed by Dongfeng, The Crawford Group, Inc., ("**Crawford, Inc**," and together with MBKP, the "**Original Sponsors**"), ICG Holdings 1, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Crawford Inc. ("**ICG Holdco 1**"), ICG Holdings 2, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Crawford Inc. ("**ICG Holdco 2**" and, together with ICG Holdco 1 and Crawford Inc., "**Crawford**"), Horizon, Ctrip Investment Holding Ltd., a Cayman Islands exempted company ("**Ctrip**"), CDH Car Rental Service Limited, a British Virgin Islands business company, ("**CDH Car,**" and together with

Dongfeng, Crawford, Horizon, and Ctrip, the "**Rollover Shareholders**,") to Holdco in exchange for newly issued ordinary shares of Holdco and thereafter contributed by Holdco to Midco and by Midco to Parent and continue as ordinary shares of the Surviving Company without payment of any consideration or distribution therefor, (ii) Common Shares held by Holdco, Parent, the Issuer or any of their subsidiaries immediately prior to the effective time of the Merger, which will be cancelled without payment of any consideration or distribution therefor, and (iii) Common Shares held by shareholders who shall have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger, which will be cancelled and will entitle the former holders thereof to receive the fair value thereon in accordance with such holder's dissenters' rights under the Cayman Islands Companies Law. The Merger is subject to the approval of the Issuer's shareholders, and various other closing conditions. The information disclosed in this paragraph is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit 7.23.

Concurrently with the execution of the Merger Agreement, the Rollover Shareholders entered into an Amended and Restated Contribution and Support Agreement (as so amended and restated and as may be further amended from time to time, the "**Contribution and Support Agreement**") with Holdco, Midco and Parent. This Contribution and Support Agreement amends and restates and replaces in its entirety that certain Contribution and Support Agreement, dated as of April 6, 2018. Pursuant to the Contribution and Support Agreement, each of the Rollover Shareholders has agreed, among other things, that: (a) it will vote all of the Common Shares (including Class A Shares represented by ADSs) owned directly or indirectly by it in favor of the authorization and approval of the Merger Agreement and the Transactions, including the Merger (and against any alternative transaction), and (b) the Rollover Shares will, in connection with and immediately prior to the effective time of the Merger, be contributed to Holdco in exchange for newly issued ordinary shares of Holdco, be contributed by Holdco to Midco, be contributed by Midco to Parent and continue as ordinary shares of the Surviving Company without payment of any consideration or distribution therefor. The information disclosed in this paragraph is qualified in its entirety by reference to the Contribution and Support Agreement, a copy of which is filed as Exhibit 7.24, and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement, MBKP, Ocean Imagination L.P., a Cayman Islands exempted limited partnership ("**Ocean Imagination**"), Ocean Voyage L.P., a Cayman Islands exempted limited partnership ("**Ocean Voyage**" and, together with Ocean Imagination, the "**Ocean Sponsors**" and the Ocean Sponsors, together with the Original Sponsors, the "**Sponsors,**" and the Ocean Sponsors together with CDH Car, "**Ocean**"), and the Rollover Shareholders (the Rollover Shareholders and the Sponsors each an "**Investor**" and collectively the "**Investors**") entered into an Amended and Restated Interim Investors Agreement (as so amended and restated and as may be further amended from time to time, the "**Interim Investors Agreement**") with Holdco, Midco, parent and Merger Sub, this Interim Investors Agreement amends and restates and replaces in its entirety that certain Interim Investors Agreement, dated as of April 6, 2018. Pursuant to the Interim Investors Agreement the parties thereto agreed to certain terms and conditions that will govern the actions of Holdco, Midco, Parent and Merger Sub and the relationship among the Investors with respect to the transactions contemplated by the Merger Agreement. Further, the parties thereto agreed to work exclusively with MBKP and Horizon to implement and consummate the transactions contemplated therewith, including the Merger. The information disclosed in this paragraph is qualified in its entirety by reference to the Interim Investors Agreement, a copy of which is filed as Exhibit 7.25, and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement, each of the Sponsors entered into an Equity Commitment Letter (as so amended and restated and as may be further amended from time to time, each a "**Equity Commitment Letter**" and collectively the "**Equity Commitment Letters**") with Holdco, pursuant to which the Sponsors agreed, subject to the terms and conditions set forth therein to make a direct or indirect equity investment in Parent immediately prior to the closing of the Merger. Certain Equity Commitment Letters amend and restate and replace in their entirety those certain Equity Commitment Letters dated April 6, 2018.

Concurrently with the execution of the Merger Agreement, each of the Investors executed and delivered a limited guarantee (as so amended and restated and as may be further amended from time to time, each a "**Limited Guarantee**" and collectively the "**Limited Guarantees**") in favor of the Issuer with respect to the payment obligations of Parent under the Merger Agreement for certain termination fees that may become payable to the Issuer by Parent under certain circumstances and certain costs and expenses, as set forth in the Merger Agreement. Certain Limited Guarantees amend and restate and replace in their entirety those certain Limited Guarantees dated April 6, 2018. The information disclosed in this paragraph is qualified in its entirety by reference to the Limited Guarantee executed and delivered by the Reporting Person, a copy of which is filed as Exhibit 7.26 and which is incorporated herein by reference in their entirety.

In addition, if the Merger is consummated, the ADS would be delisted from the New York Stock Exchange, the Issuer's obligations to file periodic reports under the Exchange Act would be terminated and the Issuer would be privately held by the Investors.

The information disclosed in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, the Contribution and Support Agreement, the Interim Investors Agreement, and the Limited Guarantees, copies of which are filed as Exhibit 7.23 through Exhibit 7.26, respectively, and which are incorporated herein by reference in their entirety.

Other than as described in Item 3 and Item 4 hereof, none of the Reporting Persons has any plans or proposals which relate to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Issuer, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) See rows (11) and (13) of the cover pages to this Amendment for the aggregate number of Class B Shares and percentages of the Class B Shares beneficially owned by each of the Reporting Persons.

The Reporting Persons may be deemed to be a "group" with the other Rollover Shareholders and their affiliates pursuant to Section 13(d) of the Act as a result of their actions in respect of the Merger. However, each of the Reporting Persons expressly disclaims beneficial ownership for all purposes of the Common Shares and ADSs beneficially owned (or deemed to be beneficially owned) by the other Rollover Shareholders and their affiliates. The Reporting Persons are only responsible for the information contained in this Schedule 13D and assume no responsibility for information contained in any other Schedules 13D filed by other Rollover Shareholders and their affiliates.

(b) See rows (7) through (10) of the cover pages to this Amendment for the number of Class B Shares as to which each Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.

(c) On February 18, 2019, the Descendants Trust assigned all of its ownership interest of Horizon (the "**LLC Interest Assignment"**) to Mr. Zhang according to the terms of a certain trust agreement entered into between Mr., Zhang and the Descendants Trust on May 9, 2016. Except as set forth in Items 3, 4 and for the LLC Interest Assignment described above, none of the Reporting Persons has effected any transactions relating to the Common Shares during the past 60 days.

(d) Not applicable.

(e) Following the LLC Interest Assignment, as of February 18, 2019, the Descendants Trust ceased to be the beneficial owner of more than 5% of Class B Shares.

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

Item 6 of the Schedule 13D is hereby supplemented by adding the following:

Items 3, 4 and 7 of this Amendment are incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby supplemented by adding the following:

Exhibit 7.23	Amended and Restated Agreement and Plan of Merger, among the Issuer, Parent and Merger Sub dated February 18, 2019.
Exhibit 7.24	Amended and Restated Contribution and Support Agreement by and among Parent, Holdco, Midco and the Rollover Shareholders, dated February 18, 2019.
Exhibit 7.25	Amended and Restated Interim Investors Agreement by and among the Investors, Holdco, Midco, Parent and Merger Sub dated February 18, 2019.
Exhibit 7.26	Amended and Restated Limited Guarantee by Horizon in favor of the Issuer, dated February 18, 2019.
Exhibit 7.27	Assignment Agreement by and between Mr. Zhang and the Descendants Trust, dated February 18, 2019.

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this statement is true, complete and correct.

Dated: February 25, 2019.

L & L Horizon, LLC

By: /s/ Ray Ruiping Zhang
Name: Ray Ruiping Zhang
Title: Member Manager

Ray Ruiping Zhang

By: /s/ Ray Ruiping Zhang

Ruiping Zhang 2016 Descendants Trust

By: /s/ Ray Ruiping Zhang
Name: Ray Ruiping Zhang
Title: Trustee

Exhibit 7.23

EXECUTION VERSION

AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

among

TEAMSPORT PARENT LIMITED,

TEAMSPORT BIDCO LIMITED

and

EHI CAR SERVICES LIMITED

Dated as of February 18, 2019

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AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 18, 2019 (the "Amended Execution Date"), among Teamsport Parent Limited, an exempted company with limited liability incorporated under the Law of the Cayman Islands ("Parent"), Teamsport Bidco Limited, an exempted company with limited liability incorporated under the Law of the Cayman Islands and a wholly-owned Subsidiary of Parent ("Merger Sub"), and eHi Car Services Limited, an exempted company with limited liability incorporated under the Law of the Cayman Islands (the "Company").

WHEREAS, Parent, Merger Sub and the Company entered into that certain Agreement and Plan of Merger (the "Original Merger Agreement"), dated as of April 6, 2018 (the "Original Execution Date");

WHEREAS, pursuant to Section 9.10 of the Original Merger Agreement, each of Parent, Merger Sub and the Company desires to amend and restate the Original Merger Agreement in its entirety on the terms and subject to the conditions set forth herein;

WHEREAS, Parent and the Company intend to enter into a transaction pursuant to which Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger and becoming a wholly-owned Subsidiary of Parent as a result of the Merger;

WHEREAS, the board of directors of the Company (the "Company Board"), acting upon the unanimous recommendation of the Special Committee, has (a) determined that it is fair to, and in the best interests of, the Company and its shareholders (other than the holders of Excluded Shares), and declared it advisable, for the Company to enter into this Agreement and the Plan of Merger and consummate the Transactions, including the Merger, (b) authorized and approved the execution, delivery and performance of this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, and (c) resolved to recommend the authorization and approval of this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, by the holders of Shares and direct that this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, be submitted to a vote of the holders of Shares for authorization and approval;

WHEREAS, the board of directors of each of Parent and Merger Sub has (a) approved the execution, delivery and performance by Parent and Merger Sub, respectively, of this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, and (b) declared it advisable for Parent and Merger Sub, respectively, to enter into this Agreement and the Plan of Merger and consummate the Transactions;

WHEREAS, as a condition and inducement to Parent's and Merger Sub's willingness to enter into this Agreement, on the Amended Execution Date, the Rollover Shareholders, Teamsport Midco Limited, which is the sole shareholder of Parent ("Midco"), Teamsport Topco Limited, which is the sole shareholder of Midco ("Holdco"), and Parent have executed and delivered the Contribution and Support Agreement, pursuant to which: (a) the Rollover Shareholders have agreed, among other things, (i) to not transfer their Rollover Shares, (ii) upon the terms and subject to the conditions set forth in the Contribution and Support Agreement, to contribute their Rollover Shares to Holdco in connection with the Merger in exchange for newly issued shares of Holdco prior to the consummation of the Merger, and (iii) to vote all Shares beneficially owned by them in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions; (b) Holdco has agreed, upon the terms and subject to the conditions set forth in the Contribution and Support Agreement, to contribute the Rollover Shares to Midco prior to the consummation of the Merger; (c) Midco has agreed, upon the terms and subject to the conditions set forth in the Contribution and Support Agreement, to contribute the Rollover Shares to Parent prior to the consummation of the Merger; and (d) Parent has agreed that the Rollover Shares shall not be cancelled in the Merger and shall continue as ordinary shares of the Surviving Company at the Effective Time; and

WHEREAS, as a condition and inducement to the Company's willingness to enter into this Agreement, on the Amended Execution Date, each Guarantor has executed and delivered a Guarantee in favor of the Company with respect to certain obligations of Parent under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent, Merger Sub and the Company hereby agree to amend and restate the Original Merger Agreement in its entirety as follows:

ARTICLE I

THE MERGER

Section 1.01. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Companies Law (2018 Revision) of the Cayman Islands (the "CICL"), at the Effective Time, Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving company in the Merger (the "Surviving Company") under the Law of the Cayman Islands and become a wholly-owned Subsidiary of Parent.

Section 1.02. Closing; Closing Date.

Unless otherwise unanimously agreed in writing between the Company, Parent and Merger Sub, the closing for the Merger (the "Closing") shall take place at 10:00 a.m. (Hong Kong time) at the offices of Weil, Gotshal & Manges LLP, 29/F, Alexandra House, 18 Chater Road, Central, Hong Kong as soon as practicable, but in any event no later than the tenth (10th) Business Day following the day on which the last to be satisfied or, if permissible, waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of those conditions) shall be satisfied or, if permissible, waived in accordance with this Agreement (such date being the "Closing Date").

Section 1.03. Effective Time.

Subject to the provisions of this Agreement, on the Closing Date, Merger Sub and the Company shall execute a plan of merger (the "Plan of Merger") substantially in the form set out in Annex A attached hereto or as otherwise agreed by the parties hereto, and Merger Sub and the Company shall file the Plan of Merger and other documents required under the CICL to effect the Merger with the Registrar of Companies of the Cayman Islands as provided by the CICL. The Merger shall become effective on the date specified in the Plan of Merger in accordance with the CICL (the "Effective Time").

Section 1.04. Effects of the Merger.

At the Effective Time, the Merger shall have the effects specified in this Agreement, the Plan of Merger and the applicable provisions of the CICL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the Surviving Company shall succeed to and assume all the rights, property of every description, including choses in action, and the business, undertaking, goodwill, benefits, immunities and privileges, mortgages, charges or security interests and all contracts, obligations, claims, debts and liabilities of the Company and Merger Sub in accordance with the CICL.

Section 1.05. Memorandum and Articles of Association of Surviving Company.

At the Effective Time, the memorandum and articles of association adopted by the Surviving Company shall be in the form provided at Appendix II to the Plan of Merger, which shall be substantially in the same form as the memorandum and articles of association of Merger Sub as in effect immediately prior to the Effective Time until thereafter amended as provided by Law and such memorandum and articles of association subject to certain differences, including that at the Effective Time (a) clause I of the memorandum of association of the Surviving Company shall be amended to read as follows: "The name of the Company is "eHi Car Services Limited" and the articles of association of the Surviving Company shall be amended to refer to the name of the Surviving Company as "eHi Car Services Limited", and (b) references therein to the authorized share capital of Merger Sub shall be amended to refer to the actual authorized share capital of the Surviving Company as approved in the Plan of Merger, if necessary.

Section 1.06. Directors and Officers.

The parties hereto shall take all actions necessary so that (a) the directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Company, and (b) the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Company, in each case, unless otherwise determined by Parent prior to the Effective Time, and until their respective successors are duly elected or appointed and qualified or until the earlier of their death, resignation or removal in accordance with the memorandum and articles of association of the Surviving Company.

ARTICLE II

CONVERSION OF SECURITIES; MERGER CONSIDERATION

Section 2.01. Conversion of Securities.

At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any securities of the Company:

(a) (i) each Class A Common Share, par value US$0.001 per share, of the Company (each, a "Class A Share") and (ii) each Class B Common Share, par value US$0.001 per share, of the Company (each, a Class B Share"), in each case, issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares, the Dissenting Shares, Company RSs and Shares represented by ADSs) shall be cancelled and cease to exist, in exchange for the right to receive US$6.125 in cash per Class A Share or Class B Share (each, a "Share") without interest (the "Per Share Merger Consideration") payable in the manner provided in Section 2.04;

(b) each American Depositary Share, representing two Class A Shares (each, an "ADS"), issued and outstanding immediately prior to the Effective Time (other than, if any, ADSs representing the Excluded Shares) shall be cancelled in exchange for the right to receive US$12.25 in cash per ADS without interest (the "Per ADS Merger Consideration") (less US$0.05 per ADS cancellation fees), payable pursuant to the terms and conditions set forth in the Deposit Agreement, and each Class A Share represented by such ADSs shall be cancelled and cease to exist, in exchange for the right of the Depositary, as the registered holder thereof, to receive the Per Share Merger Consideration, which the Depositary will distribute to the holders of such ADSs as the Per ADS Merger Consideration pursuant to the terms and conditions set forth in this Agreement and the Deposit Agreement (less US$0.05 per ADS cancellation fees); *provided*, that in the event of any conflict between this Agreement and the Deposit Agreement, this Agreement shall prevail;

(c) each of the Excluded Shares (other than Rollover Shares) and ADSs representing Excluded Shares (other than Rollover Shares), in each case, issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist without payment of any consideration or distribution therefor;

(d) each of the Rollover Shares issued and outstanding immediately prior to the Effective Time shall continue to exist without interruption and shall thereafter be and represent one (1) validly issued, fully paid and non-assessable ordinary share, par value US$0.01 per share, of the Surviving Company without any payment of, or the right to receive, the Per Share Merger Consideration or the Per ADS Merger Consideration therefor;

(e) each of the Dissenting Shares shall be cancelled and shall cease to exist in accordance with Section 2.03 and thereafter the holders of such Shares immediately before such cancellation shall have only the right to receive the applicable payments set forth in Section 2.03;

(f) each ADS that represents an Excluded Share immediately prior to the Effective Time shall be surrendered to the Depositary for cancellation without payment of any consideration or distribution therefor, and each such Excluded Share underlying such cancelled ADS shall be treated as set forth in Section 2.01(c) or Section 2.01(d), as applicable;

(g) all Shares (other than Rollover Shares), including Shares (other than Rollover Shares) represented by ADSs, issued and outstanding immediately prior to the Effective Time shall cease to be outstanding, shall be cancelled and shall cease to exist, and the register of members of the Company shall be amended accordingly; and

(h) each ordinary share, par value US$0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) validly issued, fully paid and non-assessable ordinary share, par value US$0.01 per share, of the Surviving Company. Such ordinary shares, together with the ordinary shares referred to in Section 2.01(d), shall constitute the only issued and outstanding share capital of the Surviving Company, which shall be reflected in the register of members of the Surviving Company.

Section 2.02. Performance Incentive Plans; Outstanding Company Options and Company RSs.

(a) In accordance with Section 7.2 of each Performance Incentive Plan, the Company shall (i) take all actions reasonably necessary to make exercisable each Company Option issued under the Performance Incentive Plans, whether or not vested, that is then outstanding and unexercised, and (ii) deliver notice to each holder of a Company Option informing such holder that (A) such Company Option shall be exercisable during the period from receipt of such notice until immediately prior to the Effective Time (*provided*, that any exercise of such Company Option made exercisable pursuant to this clause (A) shall be contingent upon the Closing), (B) in accordance with Section 2.02(b), such Company Option shall be cancelled at the Effective Time to the extent not previously exercised and (C) to the extent such Company Option is cancelled in accordance with the foregoing clause (B), such holder shall have no further rights in respect of such Company Option, other than the right to receive a payment in respect thereof in accordance with Section 2.02(c) or Section 2.02(d), as applicable.

(b) At the Effective Time, the Company shall (i) terminate the Performance Incentive Plans and any relevant award agreements entered into under the Performance Incentive Plans, (ii) cancel each Company Option issued under each Performance Incentive Plan that is outstanding and unexercised, whether or not vested or exercisable, and (iii) cancel each Company RS that is outstanding.

(c) Each former holder (or his or her designee) of a Company Option that is cancelled at the Effective Time shall, in exchange thereof, be paid by the Surviving Company or one of its Subsidiaries, as soon as practicable (and in any event no more than five (5) Business Days) after the Effective Time (without interest), a cash amount equal to the product of (i) the excess, if any, of the Per Share Merger Consideration over the Exercise Price of such Company Option and (ii) the number of Shares underlying such Company Option (whether or not then vested); *provided*, that if the Exercise Price of any such Company Option is equal to or greater than the Per Share Merger Consideration, such Company Option shall be cancelled without any payment therefor. Except as set forth in this Section 2.02(c), each such holder shall have no further rights in respect of such a Company Option.

(d) Each former holder (or his or her designee) of a Company RS that is cancelled at the Effective Time shall, in exchange thereof, be paid by the Surviving Company or one of its Subsidiaries, as soon as practicable (and in any event no more than five (5) Business Days) after the Effective Time (without interest), a cash amount equal to the Per Share Merger Consideration. Except as set forth in this Section 2.02(d), each such holder shall have no further rights in respect of such a Company RS.

(e) Any payment under this Section 2.02 shall be made at or as soon as practicable (and in any event no more than five (5) Business Days) after the Effective Time, pursuant to the Company's ordinary payroll practices and subject to all applicable Taxes and Tax withholding requirements. Notwithstanding the foregoing, each former holder of Company Options and Company RSs, as applicable, shall be personally responsible for the proper reporting and payment of all Taxes related to any distribution contemplated by this Section 2.02.

(f) At or prior to the Effective Time, the Company, the Company Board or the compensation committee of the Company Board, as applicable, shall pass any resolutions and take any actions that are necessary to effectuate the provisions of this Section 2.02. The Company shall take all actions necessary to ensure that from and after the Effective Time neither Parent nor the Surviving Company will be required to issue Shares or other share capital of the Company or the Surviving Company to any person pursuant to the Performance Incentive Plans or in settlement of any Company Option or Company RS (as applicable). Without limiting Section 2.02(a), promptly following the date hereof, the Company shall deliver written notice to each holder of Company Options and/or Company RSs informing such holder of the effect of the Merger on his or her Company Options and/or Company RSs (as applicable).

Section 2.03. Dissenting Shares.

(a) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the CICL, Shares that are issued and outstanding immediately prior to the Effective Time and that are held by shareholders who shall have validly exercised and not effectively withdrawn or lost their rights to dissent from the merger, or dissenter rights, in accordance with Section 238 of the CICL (collectively, the "Dissenting Shares", and holders of Dissenting Shares collectively being referred to as "Dissenting Shareholders") shall be cancelled, and the Dissenting Shareholders shall not be entitled to receive the Per Share Merger Consideration and shall instead be entitled to receive only the payment of the fair value of such Dissenting Shares held by them determined in accordance with the provisions of Section 238 of the CICL.

(b) For the avoidance of doubt, all Shares held by Dissenting Shareholders who shall have failed to exercise or who effectively shall have withdrawn or lost their dissenter rights under Section 238 of the CICL shall thereupon not be deemed to be Dissenting Shares and shall be and be deemed to have been cancelled and ceased to exist as of the Effective Time, and in consideration thereof such Dissenting Shareholders shall have the right to receive the Per Share Merger Consideration, without any interest thereon, in the manner provided in Section 2.04. Parent shall deposit or cause to be deposited with the Paying Agent any additional funds necessary to pay in full the aggregate Per Share Merger Consideration so due and payable to such shareholders who have failed to exercise or who shall have effectively withdrawn or lost such dissenter rights under Section 238 of the CICL, in each case promptly after such additional amount is ascertained.

(c) The Company shall give Parent (i) prompt notice of any notices of objection, notices of dissent, demands for appraisal, demands for fair value or written offers under Section 238 of the CICL received by the Company, attempted withdrawals of such notices or demands or offers and any other instruments served pursuant to applicable Law of the Cayman Islands and received by the Company relating to its shareholders' rights to dissent from the Merger or fair value rights and (ii) the opportunity to direct all correspondence, negotiations and proceedings with respect to any such notice or demand for appraisal under the CICL. The Company shall not, except with the prior written consent of Parent, serve any notice or make any offers or payment with respect to any exercise by a shareholder of its rights to dissent from the Merger or any demands for appraisal or offer to settle or settle any such demands or approve any withdrawal of any such demands.

(d) In the event that any written notices of objection to the Merger are served by any shareholders of the Company pursuant to section 238(2) of the CICL, the Company shall serve written notice of the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, on such shareholders pursuant to section 238(4) of the CICL within twenty (20) days of obtaining the Requisite Company Vote at the Shareholders' Meeting; *provided*, that prior to serving any such notice, the Company shall consult with Parent with respect to such notice and shall afford Parent and its Representatives a reasonable opportunity to comment thereon.

Section 2.04. Exchange of Share Certificates, etc.

(a) Paying Agent. Prior to the Effective Time, Parent shall appoint a bank or trust company selected by Parent with the Company's prior consent (such consent not to be unreasonably withheld, conditioned or delayed) to act as paying agent (the "Paying Agent") for all payments required to be made pursuant to Section 2.01(a), Section 2.01(b) and Section 2.03(b) (in the case of Section 2.03(b), when ascertained) (collectively, the "Merger Consideration"), and Parent shall enter into a paying agent agreement with the Paying Agent in form and substance reasonably acceptable to the Company. At or prior to the Effective Time or, in the case of payments pursuant to Section 2.03(b), promptly after being ascertained, Parent shall deposit, or cause to be deposited, with the Paying Agent, for the benefit of the holders of Shares and ADSs (other than Excluded Shares), cash in an amount sufficient to pay the Merger Consideration (such cash being hereinafter referred to as the "Exchange Fund").

(b) Exchange Procedures. As promptly as practicable after the Effective Time (and in any event within five (5) Business Days in the case of registered holders of the Shares), the Surviving Company shall cause the Paying Agent to mail to each person who was, at the Effective Time, a registered holder of Shares entitled to receive the Per Share Merger Consideration pursuant to Section 2.01(a): (i) a letter of transmittal (which shall be in customary form for a company incorporated in the Cayman Islands reasonably acceptable to Parent and the Company, and shall specify the manner in which the delivery of the Exchange Fund to registered holders of Shares (other than Excluded Shares) shall be effected and contain such other provisions as Parent and the Company may mutually agree); and (ii) instructions for use in effecting the surrender of any issued share certificates representing Shares (the "Share Certificates") (or affidavits and indemnities of loss in lieu of the Share Certificates as provided in Section 2.04(c)) or Shares of registered shareholders for which there are no Share Certificates ("Uncertificated Shares") and/or such other documents as may be required in exchange for the Per Share Merger Consideration. Upon surrender of, if applicable, a Share Certificate (or affidavit and indemnity of loss in lieu of the Share Certificate as provided in Section 2.04(c)) or Uncertificated Shares and/or such other documents as may be required pursuant to such instructions to the Paying Agent in accordance with the terms of such letter of transmittal, duly executed in accordance with the instructions thereto, each registered holder of Shares represented by such Share Certificate (or affidavits and indemnities of loss in lieu of the Share Certificates as provided in Section 2.04(c)) and each registered holder of Uncertificated Shares shall be entitled to receive in exchange therefor a check, in the amount equal to (x) the number of Shares represented by such Share Certificate (or affidavit and indemnity of loss in lieu of the Share Certificate as provided in Section 2.04(c)) or the number of Uncertificated Shares multiplied by (y) the Per Share Merger Consideration, and any Share Certificate so surrendered shall forthwith be marked as cancelled. Prior to the Effective Time, Parent and the Company shall establish procedures with the Paying Agent and the Depositary to ensure that (A) the Paying Agent will transmit to the Depositary as promptly as reasonably practicable following the Effective Time an amount in cash in immediately available funds equal to the product of (x) the number of Shares held by the Depositary immediately prior to the Effective Time (other than Excluded Shares) and (y) the Per Share Merger Consideration, and (B) the Depositary will distribute the Per ADS Merger Consideration to holders of ADSs pro rata to their holdings of ADSs (other than, if any, ADSs representing Excluded Shares) upon surrender by them of the ADSs. The Surviving Company will pay any applicable fees, charges and expenses of the Depositary and government charges (other than withholding Taxes, if any) due to or incurred by the Depositary in connection with distribution of the Per ADS Merger Consideration to holders of ADSs and the cancellation of ADSs (excluding any fees, including ADS cancellation or termination fees, payable by holders of ADSs in accordance with the Deposit Agreement). No interest shall be paid or will accrue on any amount payable in respect of the Shares or ADSs pursuant to the provisions of this Article II. In the event of a transfer of ownership of Shares that is not registered in the register of members of the Company, a check for any cash to be exchanged upon due surrender of the Share Certificate may be issued to such transferee if the Share Certificates, if any, that immediately prior to the Effective Time represented such Shares are presented to the Paying Agent, accompanied by all documents reasonably required by Parent to evidence and effect such transfer and to evidence that any applicable share transfer Taxes have been paid or are not applicable.

(c) Lost Certificates. If any Share Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Share Certificate to be lost, stolen or destroyed and, if required by the Surviving Company or the Paying Agent, execution and delivery of an affidavit of loss and indemnity against any claim that may be made against it with respect to such Share Certificate (and, if requested by the Paying Agent, the posting by such person of a bond, in such reasonable amount as the Paying Agent may direct), the Paying Agent will pay in respect of such lost, stolen or destroyed Share Certificate an amount equal to the Per Share Merger Consideration multiplied by the number of Shares represented by such Share Certificate to which the holder thereof is entitled pursuant to Section 2.01(a).

(d) Untraceable and Dissenting Shareholders. Remittances for the Per Share Merger Consideration or the Per ADS Merger Consideration, as the case may be, shall not be sent to holders of Shares or ADSs who are untraceable unless and until, except as provided below, they notify the Paying Agent or the Depositary, as applicable, of their current contact details. A holder of Shares or ADSs will be deemed to be untraceable if (i) such person has no registered address in the register of members (or branch register) maintained by the Company, or the Depositary, as applicable, or (ii) on the last two consecutive occasions on which a dividend has been paid by the Company a check payable to such person either (A) has been sent to such person and has been returned undelivered or has not been cashed, or (B) has not been sent to such person because on an earlier occasion a check for a dividend so payable has been returned undelivered, and in any such case no valid claim in respect thereof has been communicated in writing to the Company or the Depositary, as applicable, or (iii) notice of the Shareholders' Meeting convened to vote on the Merger has been sent to such person and has been returned undelivered. Monies due to Dissenting Shareholders and shareholders of the Company who are untraceable shall be returned to the Surviving Company on demand and held in a non-interest bearing bank account for the benefit of Dissenting Shareholders and shareholders of the Company (including holders of ADSs) who are untraceable. Monies unclaimed after a period of seven years from the Closing Date shall be forfeited and shall revert to the Surviving Company.

(e) Adjustments to Merger Consideration. The Per Share Merger Consideration and the Per ADS Merger Consideration shall be equitably adjusted to reflect appropriately the effect of any share split, reverse share split, share dividend (including any dividend or distribution of securities convertible into Shares), extraordinary cash dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Shares occurring on or after the date hereof and prior to the Effective Time and to provide to the holders of Shares (including Shares represented by ADSs), Company Options and Company RSs the same economic effect as contemplated by this Agreement prior to such action.

(f) Investment of Exchange Fund. The Exchange Fund, pending its disbursement to the holders of Shares and ADSs, shall be invested by the Paying Agent as directed by Parent; *provided*, that (i) Parent shall not direct the Paying Agent to make any such investments that are speculative in nature, and (ii) no such investment or losses shall affect the amounts payable to such holders, and Parent shall promptly replace or cause to be replaced any funds deposited with the Paying Agent that are lost through any investment so as to ensure that the Exchange Fund is at all times maintained at a level sufficient for the Paying Agent to pay the Merger Consideration. Earnings from investments shall be the sole and exclusive property of Parent and the Surviving Company. Except as contemplated by Section 2.04(b), this Section 2.04(f) and Section 2.04(g), the Exchange Fund shall not be used for any other purpose.

(g) Termination of Exchange Fund. Any portion of the Exchange Fund that remains unclaimed by the holders of Shares or ADSs for three (3) months after the Effective Time shall be delivered to the Surviving Company upon demand, and any holders of Shares and ADSs who have not theretofore complied with this Article II shall thereafter look only to the Surviving Company for the cash to which they are entitled pursuant to Section 2.01(a) and Section 2.01(b).

(h) No Liability. None of the Paying Agent, the Rollover Shareholders, the Sponsors, Parent, the Surviving Company or the Depositary shall be liable to any former holder of Shares for any such Shares (including Shares represented by ADSs) (or dividends or distributions with respect thereto), or cash properly delivered to a public official pursuant to any applicable abandoned property, bona vacantia, escheat or similar Law. Any amounts remaining unclaimed by such former holders at such time at which such amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by applicable Laws, the property of the Surviving Company or its designee, free and clear of all claims or interest of any person previously entitled thereto.

(i) Withholding Rights. Each of Parent, the Surviving Company, the Paying Agent and the Depositary shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Shares, ADSs, Company Options or Company RSs such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of applicable Tax Law. To the extent that amounts are so withheld by Parent, the Surviving Company, the Paying Agent or the Depositary, as the case may be, and paid to the applicable Tax authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares, ADSs, Company Options or Company RSs in respect of which such deduction and withholding was made by Parent, the Surviving Company, the Paying Agent or the Depositary, as the case may be.

Section 2.05. No Transfers.

From and after the Effective Time, (a) no transfers of Shares shall be effected in the register of members of the Company, and (b) the holders of Shares (including Shares represented by ADSs) issued and outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, except as otherwise provided in this Agreement or by Law. On or after the Effective Time, any Share Certificates presented to the Paying Agent, Parent or Surviving Company for transfer or any other reason (except for Share Certificates representing Rollover Shares) shall be canceled, in exchange for the right to receive the cash consideration to which the holders thereof are entitled under this Article II, in the case of Shares other than the Excluded Shares, and for no consideration, in the case of Excluded Shares.

Section 2.06. Termination of Deposit Agreement.

As soon as reasonably practicable after the Effective Time, the Surviving Company shall provide notice to JPMorgan Chase Bank, N.A. (the "Depositary") to terminate the deposit agreement, dated November 17, 2014, between the Company, the Depositary and all holders from time to time of ADSs issued thereunder (the "Deposit Agreement") in accordance with its terms.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in (a) the Company Disclosure Schedule delivered to Parent and Merger Sub prior to or contemporaneously with the execution of the Original Merger Agreement (it being understood that any information set forth in one section or subsection of the Company Disclosure Schedule shall be deemed to apply to and qualify the section or subsection of this Agreement to which it corresponds in number and apply to and qualify any other section or subsection of this Agreement the relevance of which is reasonably apparent on its face from the disclosed information) or (b) the Company SEC Reports filed prior to the Original Execution Date (without giving effect to any amendment to any such Company SEC Reports filed on or after the Original Execution Date and excluding disclosures in the Company SEC Reports contained in the "Risk Factors" and "Forward Looking Statements" sections to the extent they are general, nonspecific, forward-looking or cautionary in nature, in each case, other than any specific factual information contained therein), the Company hereby represents and warrants to Parent and Merger Sub that (A) in the case of the Updated Company Representations, as of the Amended Execution Date and as of the Closing Date, (B) in the case of the representations and warranties that by their terms address matters only as of a specified time, as of such specified time, and (C) in the case of all other representations and warranties, as of the Original Execution Date and as of the Closing Date:

Section 3.01. Organization, Good Standing and Qualification.

(a) The Company is an exempted company duly organized, validly existing and in good standing under the Laws of the Cayman Islands. Each of the Company's Subsidiaries is a legal entity duly organized or formed, validly existing and in good standing (to the extent the relevant jurisdiction recognizes such concept of good standing) under the Laws of the jurisdiction of its organization or formation, and each Group Company has the requisite corporate or similar power and authority and all necessary governmental approvals to own, lease, operate and use its properties and assets and to carry on its business as it is now being conducted, except where the failure of any Group Company to be so organized, existing or in good standing or of any Group Company to have such power or authority has not had and would not have a Company Material Adverse Effect. Each Group Company is duly qualified or licensed to do business, and is in good standing (to the extent the relevant jurisdiction recognizes such concept of good standing), in each jurisdiction where the character of the properties and assets owned, leased, operated or used by it or the nature of its business makes such qualification or licensing necessary, except for any such failure to be so qualified or licensed or in good standing as would not, individually or in the aggregate, result in or reasonably be expected to result in a Company Material Adverse Effect.

(b) Section 3.01(b) of the Company Disclosure Schedule sets forth a true and complete list of each Group Company and each other entity in which a Group Company owns or otherwise holds any equity interest as of the Original Execution Date, together with (i) the jurisdiction of organization or formation of each such Group Company or other entity, (ii) the percentage of the outstanding issued share capital or registered capital, as the case may be, of each such Group Company or other entity owned or otherwise held by the Group Company and (iii) the other holder(s) of equity in such Group Company or other entity. As of the Original Execution Date, there are no other corporations, companies, partnerships or other entities in which a Group Company controls, owns, of record or beneficially, or otherwise holds any direct or indirect Equity Securities or other equity interest.

Section 3.02. Memorandum and Articles of Association.

(a) The Company has, prior to the Original Execution Date, furnished or otherwise made available to Parent a complete and correct copy of the memorandum and articles of association or equivalent organizational documents, each as amended prior to the Original Execution Date, of each Group Company. Such memorandum and articles of association or equivalent organizational documents are in full force and effect as of the Original Execution Date.

(b) No Group Company is in violation of any of the provisions of its memorandum and articles of association or equivalent organizational documents in any material respect.

Section 3.03. Capitalization.

(a) The authorized share capital of the Company is US$500,000 divided into (x) 407,328,619 Class A Shares of a par value of US$0.001 per share and (y) 92,671,381 Class B Shares of a par value of US$0.001 per share. As of the close of business on April 5, 2018, (i) 74,279,018 Class A Shares are issued and outstanding (which number includes 1,027,288 Class A Shares (in the form of ADSs representing such Class A Shares) held by the Depositary for future issuance under the Performance Incentive Plans) and 65,638,557 Class B Shares are issued and outstanding, all of which have been duly authorized and are validly issued, fully paid and non-assessable, (ii) 3,492,000 Shares are reserved for issuance pursuant to Company Options and 3,000 Shares are reserved for issuance upon vesting of Company RSs (and for the avoidance of doubt are not included in the number of issued and outstanding Shares set forth in clause (i)) and (iii) no Shares are held by the Company as treasury shares and no Shares are held by any Subsidiary of the Company. Each Company Option and Company RS was granted in accordance with all applicable Law and all terms and conditions of the Performance Incentive Plans and in compliance with the rules and regulations of the NYSE. All Shares subject to issuance as aforesaid, upon the vesting and/or settlement and issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable.

(b) Except for the Company Options and Company RSs referred to in Section 3.03(a), the Deposit Agreement, the Company Articles and the Control Agreements, there are no options, warrants, preemptive rights, conversion rights, redemption rights, share appreciation rights, dividend equivalents, phantom stock units or similar derivative rights, performance units, repurchase rights, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character, deferred or otherwise, issued by any Group Company relating to the issued or unissued share capital of any Group Company or obligating any Group Company to issue, transfer or sell or cause to be issued, transferred or sold any Equity Securities of any Group Company or any securities or obligations convertible or exchangeable into or exercisable for, or giving any person a right to subscribe for or acquire, any securities of any Group Company, and no securities or obligations evidencing such rights are authorized, issued or outstanding. There are no outstanding contractual obligations of any Group Company to repurchase, redeem or otherwise acquire any Equity Securities of any Group Company. Other than the ADSs and the Deposit Agreement, the Company has not issued and does not have outstanding any bonds, debentures, notes or other obligations that provide the holders thereof with the right to vote (or are convertible into or exchangeable or exercisable for securities having the right to vote) on any matter on which the shareholders of the Company may vote.

(c) Section 3.03(c) of the Company Disclosure Schedule sets forth the following information with respect to each Company Option outstanding as of the close of business on April 5, 2018: (i) the name of the Company Option recipient; (ii) the number of Shares subject to such Company Option; (iii) Exercise Price of such Company Option; (iv) the date on which such Company Option was granted; and (v) the date on which such Company Option expires. The grant of each such outstanding Company Option was properly approved in compliance with the terms of the applicable Performance Incentive Plan and all applicable Laws. Except as set forth in Section 3.03(c) of the Company Disclosure Schedule, each grant of Company Options outstanding as of the Original Execution Date has been evidenced by an award agreement entered into under the Performance Incentive Plans that is substantially similar, in all material respects, to the forms of award agreements the Company has made available to Parent. Except as set forth in Section 3.03(c) of the Company Disclosure Schedule or as otherwise provided in the Original Merger Agreement or this Agreement, there are no commitments or agreements of any character to which any Group Company is bound obligating such Group Company to accelerate or otherwise alter the vesting of any Company Option as a result of the Transactions.

(d) Section 3.03(d) of the Company Disclosure Schedule sets forth the following information with respect to each Company RS outstanding as of the close of business on April 5, 2018: (i) the name of the Company RS recipient and (ii) the number of Shares subject to such Company RS. The grant of each such outstanding Company RS was properly approved in compliance with the terms of the applicable Performance Incentive Plan and all applicable Laws. Except as set forth in Section 3.03(d) of the Company Disclosure Schedule or otherwise provided in the Original Merger Agreement or this Agreement, there are no commitments or agreements of any character to which any Group Company is bound obligating such Group Company to accelerate or otherwise alter the vesting of any Company RS as a result of the Transactions.

(e) All Shares subject to issuance upon due exercise of a Company Option, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable. The Company has made available to Parent accurate and complete copies of (i) the Performance Incentive Plans pursuant to which the Company has granted the Company Options and Company RSs that are currently outstanding, (ii) the form of award agreement evidencing such Company Options and Company RSs and (iii) award agreements evidencing such Company Options and Company RSs with terms that are materially different from those set forth in the form of award agreement.

(f) The outstanding share capital or registered capital, as the case may be, of each of the Company's Subsidiaries and each other entity in which any Group Company owns any non-controlling interests is duly authorized, validly issued, fully paid and non-assessable, and the portion of the outstanding share capital or registered capital, as the case may be, of each of the Company's Subsidiaries and such other entities listed in Section 3.01(b) of the Company Disclosure Schedule that is owned by any Group Company is owned by such Group Company free and clear of all Liens or controlled by a Group Company pursuant to the Control Agreements. Such Group Company has the unrestricted right to vote, and (subject to limitations imposed by applicable Law and the applicable constitutional documents and the applicable Control Agreements) to receive dividends and distributions on, all such equity securities. The outstanding share capital or registered capital, as the case may be, of each of the Company's Subsidiaries is not subject to any outstanding obligations of any Group Company requiring the registration under any securities Law for sale of such share capital or registered capital, as the case may be. Except as otherwise provided in the Original Merger Agreement or this Agreement, there are no outstanding contractual obligations of any Group Company (other than the capital contribution requirements relating to the unpaid registered capital as set forth under the articles of association of any Group Company that is incorporated in the PRC) to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any of the Company's Subsidiaries.

Section 3.04. Authority Relative to This Agreement; Fairness.

(a) The Company has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to receipt of the Requisite Company Vote, to consummate the Transactions. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Transactions have been duly authorized by the Company Board and no other corporate action on the part of the Company is necessary to authorize the execution and delivery by the Company of this Agreement, the Plan of Merger and the consummation by it of the Transactions, in each case, subject only to the authorization and approval of this Agreement, the Plan of Merger and the Transactions by way of (i) a shareholders' special resolution by the affirmative vote of holders of Shares representing at least two-thirds of the voting power of the Shares present and voting in person or by proxy as a single class at the Shareholders' Meeting, (ii) a shareholders' resolution by the affirmative vote of holders of Shares representing a majority of the aggregate voting power of the outstanding Shares of the Company and (iii) a shareholders' resolution by the affirmative vote of holders of a majority of the total outstanding Class A Shares (collectively clauses (i), (ii) and (iii), the "Requisite Company Vote"), in each case, in accordance with Section 233(6) of the CICL and the Ninth Amended and Restated Articles of Association of the Company, adopted by special resolution on December 28, 2015 (the "Company Articles"). This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by Parent and Merger Sub, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity (the "Bankruptcy and Equity Exception").

(b) As of the date hereof, the Special Committee comprises two members of the Company Board, each of whom qualifies as an "independent director" (as such term is defined in Section 303A of the New York Stock Exchange Listed Company Manual). The Company Board, acting upon the unanimous recommendation of the Special Committee, by resolutions duly adopted by a majority of the directors voting at a meeting duly called and held and not subsequently rescinded or modified in a manner adverse to Parent, has (i) determined that it is fair to, and in the best interests of, the Company and its shareholders (other than the holders of Excluded Shares), and declared it advisable, for the Company to enter into this Agreement and the Plan of Merger and to consummate the Transactions, including the Merger; (ii) authorized and approved the execution, delivery and performance of this Agreement and the Plan of Merger and the consummation of the Transactions, including the Merger; (iii) resolved to recommend the authorization and approval of this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, by the holders of Shares (the "Company Recommendation") and direct that this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, be submitted to a vote of the holders of Shares for authorization and approval by the shareholders of the Company at the Shareholders' Meeting; and (iv) taken all such actions as may be required to enter into this Agreement and, as of the Closing Date, shall have taken all actions as may be required to be taken by the Company to effect the Transactions, including the Merger, including obtaining any necessary consents in respect of the Performance Incentive Plans.

(c) The Special Committee has received from Duff & Phelps, LLC (the "Financial Advisor") its written opinion, dated the date of this Agreement, subject to the limitations, qualifications and assumptions set forth therein, that the Per Share Merger Consideration to be received by the holders of Shares (other than Excluded Shares, Dissenting Shares, Shares represented by ADSs and Company RSs) and the Per ADS Merger Consideration to be received by the holders of ADSs (other than ADSs representing Excluded Shares) are fair, from a financial point of view, to such holders (without giving effect to any impact of the Transactions on any particular holder of the Shares or ADSs other than in its capacity as a holder of Shares or ADSs), a copy of which opinion will be delivered to Parent promptly after the execution of this Agreement solely for informational purposes. The Financial Advisor has consented to the inclusion of a copy of such opinion in the Proxy Statement. It is agreed and understood that such opinion may not be relied upon by Parent, Merger Sub or any of their respective Affiliates, Representatives or actual or potential sources of Equity Financing or any other financing.

Section 3.05. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by the Company do not, and the performance of this Agreement by the Company and the consummation of the Transactions will not, (i) assuming that the Requisite Company Vote is obtained, conflict with or violate the memorandum and articles of association of the Company or any equivalent organizational documents of any other Group Company, (ii) assuming (solely with respect to performance of this Agreement and consummation of the Transactions) that the matters referred to in Section 3.05(b) are complied with and the Requisite Company Vote is obtained, conflict with or violate any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order ("Law") applicable to any Group Company or by which any property or asset of any Group Company is bound or affected, or (iii) violate, conflict with, require consent under, result in any breach of, result in loss of benefit under, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien or other encumbrance on any property or asset of any Group Company pursuant to, any Contract to which any Group Company is a party or by which any of their respective properties or assets are bound or any Material Company Permit, except, with respect to clauses (ii) and (iii), for any such conflict, violation, breach, default, right or other occurrence that would not, individually or in the aggregate, result in or reasonably be expected to result in a Company Material Adverse Effect or prevent or materially impair or delay, or be reasonably expected to prevent or materially impair or delay, the consummation of the Merger or other Transactions.

(b) The execution and delivery of this Agreement by the Company do not, and the performance of this Agreement by the Company and the consummation by the Company of the Transactions will not, require any consent, approval, authorization or permit of, or filing with or notification to, any nation or government, any agency, public or regulatory authority, instrumentality, department, commission, court, arbitrator, ministry, tribunal or board of any nation or government or political subdivision thereof, in each case, whether foreign or domestic and whether national, supranational, federal, provincial, state, regional, local or municipal (each, a "Governmental Authority"), except (i) for compliance with the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder (including the joining of the Company in the filing of a Schedule 13E-3, the furnishing of a Form 6-K with the Proxy Statement, and the filing or furnishing of one or more amendments to the Schedule 13E-3 and such Form 6-K to respond to comments of the Securities and Exchange Commission (the "SEC"), if any, on such documents), (ii) for compliance with the rules and regulations of the New York Stock Exchange (the "NYSE"), (iii) for the filing of the Plan of Merger and related documentation with the Registrar of Companies of the Cayman Islands and the publication of notification of the Merger in the Cayman Islands Government Gazette pursuant to the CICL, (iv) for the consents, approvals, authorizations or permits of, or filings with or notifications to, the Governmental Authorities set forth in Section 3.05(b) of the Company Disclosure Schedule (collectively, together with any other consent, approval or authorization of any other person required under the CICL to consummate and make effective the Transactions, the "Requisite Regulatory Approvals") and (v) any such consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not, individually or in the aggregate, result in or reasonably be expected to result in a Company Material Adverse Effect or prevent or materially impair or delay, or be reasonably expected to prevent or materially impair or delay, the consummation of the Merger or other Transactions.

Section 3.06. Permits; Compliance with Laws.

(a) Each Group Company is in possession of all Permits necessary for it to own, lease, operate and use its properties and assets or to carry on its business as it is now being conducted except for any Permits the absence of which would not, individually or in the aggregate, result in or reasonably be expected to result in a Company Material Adverse Effect (the "Material Company Permits"). As of the Original Execution Date, no suspension or cancellation of any of the Material Company Permits is pending or, to the knowledge of the Company, threatened. All such Material Company Permits are valid and in full force and effect. Each Group Company is in compliance, in all material respects, with the terms of the Material Company Permits. Without limiting the generality of the foregoing, all permits, licenses, approvals, filings and registrations and other requisite formalities with Governmental Authorities in the People's Republic of China (the "PRC") that are material to the Group Companies, taken as a whole, and are required to be obtained or made in respect of each Group Company incorporated in the PRC with respect to its capital structure and operations as it is now being conducted, including approvals, filings and registrations with the State Administration for Industry and Commerce, the Ministry of Commerce, the National Development and Reform Commission, the State Administration of Foreign Exchange ("SAFE") and the State Administration of Taxation ("SAT"), and their respective local counterparts, have been duly completed in all material respects in accordance with applicable Laws of the PRC. For any business carried out by any Group Company in the PRC, such Group Company has not violated any Laws of the PRC that imposes any prohibition or restriction on foreign investment. Each Group Company that is organized in the PRC has complied in all material respects with all applicable Laws of the PRC regarding the contribution and payment of its registered capital.

(b) Except as has not had and would not have a Company Material Adverse Effect, no Group Company is, or has been since December 31, 2014, in default, breach or violation of any Law applicable to it (including (i) any Law applicable to its business, (ii) any Tax Law, and (iii) any Law related to the protection of personal data) or by which any of its share, security, equity interest, property or asset is bound or affected. No Group Company has received any written notice or communication of any non-compliance with any applicable Law that has not been cured except for (x) such investigations, charges, assertions, reviews or notifications of violations the outcome of which would not, individually or in the aggregate, have a Material Company Adverse Effect and/or (y) such investigations or reviews in the trading in the securities of the Company related to the Merger.

(c) No Group Company, no director or officer or employee of any Group Company, and, to the knowledge of the Company, no agent or any other person acting on behalf of any Group Company (collectively, the "Company Representatives") has violated any Anticorruption Laws, nor has any Group Company or any Company Representative offered, paid, promised to pay, or authorized the payment of any money or anything of value, to any Government Official or to any person under circumstances where a Group Company or any Company Representative knew or ought reasonably to have known (after due and proper inquiry) that all or a portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to a person:

(i) for the purpose of: (A) influencing or affecting any act or decision of a Government Official in his or her official capacity; (B) inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; (C) securing any improper advantage; (D) inducing such Government Official to influence or affect any act or decision of any Governmental Authority; or (E) assisting a Group Company or Company Representative Company or any Company Representative in obtaining or retaining business for or with, or directing business to, a Group Company or any Company Representative; or

(ii) in a manner that would constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, other unlawful or improper means of obtaining any improper advantage, or would otherwise violate any Anticorruption Laws.

(d) No Group Company has conducted or initiated any internal investigation or made a voluntary, directed, involuntary or other disclosure to any Governmental Authority with respect to any alleged act or omission arising under or relating to any noncompliance by any Group Company or any Company Representative with any Anticorruption Laws. No Group Company or Company Representative has received any notice, request or citation for any actual or potential noncompliance with any Anticorruption Laws.

(e) No Company Representative is a Government Official.

(f) No Group Company or Company Representative is currently subject to any U.S. economic sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The Group Companies and, to the knowledge of the Company, the Company Representatives, are and have been in compliance with all applicable Laws relating to economic or financial sanctions (including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury).

(g) To the knowledge of the Company, each holder or beneficial owner of Shares, Company Options and/or Company RSs who is a PRC resident and subject to any of the registration or reporting requirements of the SAFE Circulars or any other applicable SAFE rules and regulations (collectively, the "SAFE Rules and Regulations"), has complied with such reporting and/or registration requirements under the SAFE Rules and Regulations with respect to its investment in the Company. Neither the Company nor, to the knowledge of the Company, such holder or beneficial owner has received any inquiries, notifications, orders or any other forms of official correspondence from SAFE or any of its local branches with respect to any actual or alleged non-compliance with the SAFE Rules and Regulations.

Section 3.07. SEC Filings; Financial Statements.

(a) The Company has timely filed or otherwise furnished (as applicable) all forms, reports, statements, schedules and other documents required to be filed with or furnished to the SEC by the Company (collectively, the "Company SEC Reports"). As of the date of filing, in the case of Company SEC Reports filed pursuant to the Exchange Act (and to the extent such Company SEC Reports were amended, then as of the date of filing of such amendment), and as of the date of effectiveness in the case of Company SEC Reports filed pursuant to the Securities Act of 1933, as amended (the "Securities Act") (and to the extent such Company SEC Reports were amended, then as of the date of effectiveness of such amendment), the Company SEC Reports (i) complied as to form in all material respects with either the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations promulgated thereunder, each as in effect on the date so filed or effective, and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated or incorporated by reference therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading as of its filing date or effective date (as applicable). As of the Original Execution Date, there are no outstanding or unresolved comments received from the SEC staff with respect to the Company SEC Reports.

(b) Each of the consolidated financial statements (including, in each case, any notes thereto) contained in or incorporated by reference into the Company SEC Reports was prepared in accordance with United States generally accepted accounting principles ("GAAP") (except, in the case of the unaudited statements, as permitted by the SEC) applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and each fairly presents, in all material respects, the consolidated financial position, results of operations, changes in shareholders' equity and cash flows of the Company and its Subsidiaries as at the respective dates thereof and for the respective periods indicated therein (subject, in the case of unaudited interim statements, to normal year-end audit adjustments which are not material in the aggregate and the exclusion of certain notes in accordance with the rules of the SEC relating to unaudited financial statements), in each case in accordance with GAAP except as may be noted therein or to the extent that such information has been amended or superseded by later Company SEC Reports filed prior to the Original Execution Date.

(c) Except as and to the extent set forth on the audited annual report of the Group Companies on Form 20-F filed with the SEC on April 27, 2017, including the notes thereto, no Group Company has outstanding (i) any Indebtedness or any commitments therefor, or (ii) any other liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) that are required in accordance with GAAP to be disclosed or reflected or reserved in the consolidated financial statements of the Group Companies, except for Indebtedness or any commitments therefor or other liabilities or obligations (A) incurred in the ordinary course of business consistent with past practice since December 31, 2016, (B) incurred pursuant to the Original Merger Agreement, this Agreement or in connection with the Transactions, or (C) that do not, or would not reasonably be expected to, result in a Company Material Adverse Effect.

(d) The Company has made available to Parent complete and correct copies of all material amendments and modifications that have not been filed by the Company with the SEC to all agreements, documents and other instruments that previously had been filed by the Company with the SEC and are currently in effect.

(e) The Company has timely filed and made available to Parent all certifications and statements required by (x) Rule 13a-14 or Rule 15d-14 under the Exchange Act or (y) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to any Company SEC Report. The Company is in compliance, in all material respects, with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it. The Company and each Group Company have established and maintain disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Exchange Act to ensure that all material information concerning the Company and its Subsidiaries required to be disclosed by the Company in the reports it files under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and related forms, and that such information is accumulated and communicated to the Company's chief executive officer and chief financial officer (or persons performing similar functions), as appropriate, to allow timely decisions regarding required disclosure. Neither the Company nor, to the knowledge of the Company, its independent registered public accounting firm has identified or been made aware of any "significant deficiencies" or "material weaknesses" (as defined by the Public Company Accounting Oversight Board) in the design or operation of the internal controls and procedures of the Company that are reasonably likely to adversely affect the ability of the Company to record, process, summarize and report financial data. To the knowledge of the Company, there is, and since December 31, 2014, there has been, no fraud or allegation of fraud, whether or not material, that involves (or involved) the management of the Company or other employees who have (or had) a significant role in the internal controls over financial reporting utilized by the Company. Since December 31, 2016, there have been no changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act) that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting. As used in this Section 3.07, the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(f) The Group Companies maintain a system of internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

(g) The Company is in compliance, in all material respects, with the applicable listing and corporate governance rules and regulations of the NYSE, subject to availing itself of any "home country" exemption from such rules and regulations available to a "foreign private issuer" (as defined under the Exchange Act and under the relevant rules and regulations of the NYSE).

(h) There are no unconsolidated Subsidiaries of the Company or any off-balance sheet arrangements of any type with respect to any Group Company that have not been described in the Company SEC Reports and no Group Company has any obligation to enter into any such arrangements.

(i) Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer or auditor of the Company or any of its Subsidiaries, has received or been informed of any credible complaint, allegation, assertion or claim, whether written or oral, regarding a deficiency with the accounting or auditing practices, procedures, methodologies or methods of the Company or any of its Subsidiaries or their respective internal accounting controls reasonably likely to lead to material non-compliance by the Company with GAAP or the Exchange Act (including any material complaint, allegation, assertion or claim that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices), which complaint, allegation, assertion or claim was not appropriately addressed or otherwise cured. No attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by the Company or any of its Subsidiaries or their respective officers, directors, employees or agents to the Company Board or any committee thereof.

Section 3.08. Proxy Statement.

The information supplied by the Company for inclusion in the Proxy Statement (including any amendment or supplement thereto or document incorporated by reference therein) and the Schedule 13E-3 (including any amendment or supplement thereto or document incorporated by reference therein) shall not (i) on the date the Proxy Statement (including any amendment or supplement thereto) is first mailed to shareholders of the Company or at the time of the Shareholders' Meeting, contain any untrue statement of any material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, or (ii) on the date the Schedule 13E-3 and any amendment or supplement thereto is filed with the SEC, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, the Company makes no representation with respect to statements made or incorporated by reference therein based on information supplied by or on behalf of Parent or Merger Sub for inclusion or incorporation by reference in the Proxy Statement or the Schedule 13E-3.

Section 3.09. Absence of Certain Changes or Events.

(a) Since December 31, 2016 and through the Original Execution Date, except as expressly contemplated by this Agreement or the Original Merger Agreement, each Group Company has conducted business in all material respects in the ordinary course, and without limiting the generality of the foregoing, there has not been (a) any Company Material Adverse Effect; (b) any declaration, setting aside or payment of any dividend or other distribution in cash, stock, property or otherwise in respect of any Group Company's Equity Securities, except for any dividend or distribution by a Group Company to another Group Company; (c) any redemption, repurchase or other acquisition of any Equity Securities of any Group Company by a Group Company (other than (x) the repurchase of Shares to satisfy obligations under the Performance Incentive Plans or other similar plans or arrangements, including the withholding of Shares in connection with the exercise of Company Options in accordance with the terms and conditions of such Company Options, or (y) the redemption of Class B Shares in connection with the conversion thereof to Class A Shares in accordance with the Company Articles); (d) any material change by the Company in its accounting principles, except as may be appropriate to conform to changes in statutory or regulatory accounting rules or GAAP or regulatory requirements with respect thereto; or (e) any material Tax election made by the Company or any of its Subsidiaries or any settlement or compromise of any material Tax liability by the Company or any of its Subsidiaries, other than in the ordinary course of business.

(b) Since the Original Execution Date and through the Amended Execution Date, except as expressly contemplated by the Original Merger Agreement, there has not been any action, event or occurrence that would constitute a breach by the Company of Section 5.01 or Section 6.04 of this Agreement had such action, event or occurrence taken place after the date of this Agreement.

Section 3.10. Absence of Litigation.

Except as set forth in Section 3.10 of the Company Disclosure Schedule, there is no litigation, hearing, suit, claim, action, proceeding or investigation (an "Action") pending or, to the knowledge of the Company, threatened against any Group Company, or any share, security, equity interest, property or asset of any Group Company, before any Governmental Authority that (i) would be material to the Group Companies, taken as a whole, or (ii) has enjoined, restrained, prevented, materially delayed or materially impeded, or seeks to, or would reasonably be expected to, enjoin, restrain, prevent, materially delay or materially impede, the consummation of the Merger or the other Transactions or the performance by the Company of its obligations under this Agreement. No Group Company, nor any share, security, equity interest, or material property or asset of any Group Company is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of the Company, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority, except those that would not have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.11. Labor and Employment Matters.

(a) No Group Company is a party to or bound by any collective bargaining agreement, trade union, works council or other labor union Contract applicable to persons employed by it, and there are no organizational campaigns, petitions or other unionization activities seeking recognition of a collective bargaining unit relating to any employee of any Group Company. Except those that would not have, individually or in the aggregate, a Company Material Adverse Effect, there are no unfair labor practice complaints pending or, to the knowledge of the Company, threatened against any Group Company before any Governmental Authority and there is no organized strike, slowdown, work stoppage or lockout, or similar activity or, to the knowledge of the Company, threatened against or involving any Group Company.

(b) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, each Group Company (i) is in compliance with all applicable Laws relating to employment and employment practices, including those related to wages, work hours, shifts, overtime, Social Security Benefits, holidays and leave, collective bargaining terms and conditions of employment and the payment and withholding of Taxes and other sums as required by the appropriate Governmental Authority, and (ii) is not liable for any arrears of wages, Taxes, penalties or other sums for failure to comply with any of the foregoing. Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, (A) there is no claim with respect to payment of wages, salary or overtime pay that has been asserted or is now pending or, to the knowledge of the Company, threatened before any Governmental Authority with respect to any persons currently or formerly employed by any Group Company, (B) there is no charge or proceeding with respect to a violation of any occupational safety or health standards that has been asserted or is now pending or, to the knowledge of the Company, threatened with respect to any Group Company, and (C) there is no charge of discrimination in employment or employment practices, for any reason, including, age, gender, race, religion or other legally protected category, which has been asserted or is now pending or, to the knowledge of the Company, threatened against any Group Company before any Governmental Authority in any jurisdiction in which any Group Company has employed or currently employs any person.

(c) The Company has made available to Parent true and complete copies of each Company Employee Plan and each Company Employee Agreement including all material amendments thereto (*provided*, that for Company Employee Agreements that are standard form agreements, the form, rather than each individual agreement, has been made available to Parent, with the exception that any Company Employee Agreement that deviates materially from the form have been separately made available to Parent).

(d) Each Company Employee Plan is and has at all times been operated and administered in compliance with the provisions thereof and all applicable legal requirements in all material respects. There are no material claims (other than for benefits incurred in the ordinary course) or legal proceedings pending, or, to the knowledge of the Company, threatened against any Company Employee Plan or against the assets of any Company Employee Plan.

(e) Except as contemplated otherwise under this Agreement or the Original Merger Agreement, no Company Employee Plan or Company Employee Agreement exists that, as a result of the execution of this Agreement or the Original Merger Agreement, shareholder approval of this Agreement, or the consummation of the Transactions (whether alone or in connection with any subsequent event(s), such as a termination of employment), will entitle any current or former director, officer, employee or consultant of any Group Company to (i) material compensation or benefits (including any severance payment or benefit) or any material increase in compensation or benefits upon any termination of employment on or after the Original Execution Date, or (ii) accelerate the time of payment or vesting or result in any payment or funding of compensation or benefits under, increase the amount payable or result in any other obligation pursuant to, any of the Company Employee Plans or Company Employee Agreements.

(f) No Group Company nor any of its ERISA Affiliates has at any time since December 31, 2014 sponsored or been obligated to contribute to, or had any liability in respect of, (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, Section 412 of the Code or Section 302 of ERISA (including any "multiemployer plan" within the meaning of Section (3)(37) of ERISA), (ii) a "multiple employer plan" as defined in Section 413(c) of the Code, or (iii) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(g) The Group Companies maintain no obligations to gross-up or reimburse any individual for any Tax or related interest or penalties incurred by such individual, including under Sections 409A or 4999 of the Code or otherwise.

Section 3.12. Real Property; Title to Assets.

(a) Section 3.12(a) of the Company Disclosure Schedule sets forth the address and description of each Owned Real Property (including the particulars and the issue date of the State-owned Land Use Certificate and Building Ownership Certificate for each Owned Real Property in the PRC). With respect to each Owned Real Property: (i) the relevant Group Company has good and marketable title (or, in the PRC, validly granted land use rights or building ownership rights, as applicable) to such Owned Real Property, free and clear of all Liens, except Permitted Encumbrances, (ii) no Group Company has leased or otherwise granted to any person the right to use or occupy such Owned Real Property or any portion thereof, (iii) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein, and (iv) the relevant Group Company is the only party in possession of such Owned Real Property. No Group Company is a party to any Contract, agreement or option to purchase any material real property or interest therein.

(b) Section 3.12(b) of the Company Disclosure Schedule sets forth the address of each of the top twenty Leased Real Properties, as measured by unaudited revenue for the period from January 1, 2017 through June 30, 2017, and a true and complete list of all Leases to which such Leased Real Properties are subject (including the date and name of the parties to each such Lease). The Company has delivered or otherwise made available to Parent a true and complete copy of each such Lease. Except as would not otherwise be material to the Group Companies, taken as a whole, with respect to each of the Material Leases: (i) such Material Lease is legal, valid, binding, enforceable and in full force and effect, subject to the Bankruptcy and Equity Exception; (ii) the Group Companies' possession and quiet enjoyment of the Leased Real Property under such Material Lease has not been disturbed and, to the knowledge of the Company, there are no disputes with respect to such Lease; and (iii) neither any Group Company nor, to the knowledge of the Company, any other party to the Material Lease is in breach or default under such Material Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Material Lease.

(c) The Owned Real Property identified in Section 3.12(a) of the Company Disclosure Schedule and the Leased Real Property identified in Section 3.12(b) of the Company Disclosure Schedule (collectively, the "Company Real Property") comprise all of the material real property used or intended to be used in, or otherwise related to, the business of the Group Companies as of the Original Execution Date. All certificates of occupancy and Permits of any Governmental Authority necessary or useful for the current use and operation of each Company Real Property have been obtained and have been complied with in all material respects. No default or violation, or event that with the lapse of time or giving of notice or both would become a default or violation, has occurred in the due observance of any such Permit. There does not exist any actual or, to the knowledge of the Company, threatened or contemplated condemnation or eminent domain proceedings that affect any Company Real Property or any part thereof, and no Group Company has received any notice, oral or written, of the intention of any Governmental Authority or other person to take or use all or any part thereof.

(d) To the knowledge of the Company, (i) all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, included in the Company Real Property (the "Improvements") are in good condition and repair and sufficient for the operation of the business of the Group Companies, (ii) there are no structural deficiencies or latent defects materially affecting any of the Improvements, and (iii) there are no facts or conditions affecting any of the Improvements which would materially interfere with the use or occupancy of the Improvements or any portion thereof in the operation of the business of the Company and the Company Subsidiaries.

(e) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries have good and marketable title to, or a valid and binding leasehold interest in, all other properties and assets necessary to conduct their respective businesses as currently conducted (excluding Owned Real Property, Leased Real Property and Intellectual Property), in each case free and clear of all Encumbrances, except Permitted Encumbrances. The material machinery, equipment and other material tangible personal property and assets owned or used by the Company and its Subsidiaries are (i) usable in the ordinary course of business and, in all material respects, are adequate and suitable for the uses to which they are being put, and (ii) are in good and working order, repair and operating condition, reasonable wear and tear and immaterial defects excepted.

Section 3.13. Intellectual Property.

(a) The Company and its Subsidiaries have valid and enforceable rights to use all material Intellectual Property used in, or necessary to conduct, the business of the Company or its Subsidiaries as it is currently conducted (the "Company Intellectual Property"), free and clear of all Liens (other than Permitted Encumbrances).

(b) Neither the Company nor any of its Subsidiaries has received written notice of any claim that it, or the business or activities conducted by it (including the commercialization and exploitation of its products and services), is infringing, diluting or misappropriating or has infringed, diluted or misappropriated any Intellectual Property right of any person, including any demands or unsolicited offers to license any Intellectual Property. Neither the Company nor any of its Subsidiaries nor the business or activities conducted by the Company or any of its Subsidiaries (including the commercialization and exploitation of their products and services) infringes, dilutes or misappropriates or has infringed, diluted or misappropriated any Intellectual Property rights of any person. To the knowledge of the Company, no person (including current and former officers, employees, consultants and contractors of any Group Company) is currently infringing, diluting or misappropriating Intellectual Property owned by the Company or any Subsidiary of the Company.

(c) There are no pending or, to the knowledge of the Company, threatened Actions by any person challenging the validity or enforceability of, or the use or ownership by the Company or any of its Subsidiaries of, any of the Company Intellectual Property.

(d) All current or former officers, employees, consultants, or contractors of the Company and its Subsidiaries who have participated in the creation or development of any Company Intellectual Property, have executed and delivered to the Company or such Subsidiary of the Company a valid and enforceable agreement (i) providing for the non-disclosure by such person of confidential information and (ii) providing for the assignment by such person to the Company or such Subsidiary of the Company of any Intellectual Property developed or arising out of such person's employment by, engagement by or contract with the Company or such Subsidiary of the Company and, to the knowledge of the Company, no such officer, employee, consultant or contractor is in material violation of any term of any such agreement.

(e) The Company and its Subsidiaries have taken all actions reasonably necessary to (i) maintain and protect each material item of Intellectual Property that they own, and (ii) protect the confidentiality and value of their trade secrets and other know-how. Immediately subsequent to the Effective Time, the Company Intellectual Property shall be owned by or available for use by the Company and its Subsidiaries on terms and conditions materially identical to those under which the Company and its Subsidiaries owned or used the Company Intellectual Property immediately prior to the Effective Time.

(f) The Company IT Assets are adequate for, and operate and perform in accordance with their documentation and functional specifications and otherwise as required in connection with, the operation of the Company's business and the Company and its Subsidiaries have implemented reasonable backup, security and disaster recovery measures and technology consistent with industry practices in the PRC.

(g) Except as would not be material to the Group Companies, taken as a whole, each Group Company has complied with all applicable PRC Law regarding collecting, accessing, using, disclosing, electronically transmitting, securing, sharing, transferring and storing personally identifiable data, including national, state, provincial, local laws or regulations regarding (i) data privacy and information security, (ii) data breach notification (as applicable), and/or (iii) trespass, computer crime and other laws governing unauthorized access to or use of electronic data. Each Group Company has in place, and takes steps reasonably designed to assure material compliance with such, privacy security policies and procedures.

Section 3.14. Taxes.

(a) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, each Group Company has duly filed all Tax returns and reports required to be filed by it and has paid and discharged all Taxes required to be paid or discharged, other than such payments as are being contested in good faith by appropriate proceedings. All such Tax returns are true, accurate and complete in all material respects. As of the Original Execution Date, no taxing authority is asserting in writing or, to the knowledge of the Company, threatening to assert against any Group Company any material deficiency or claim for any Taxes. Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, each Group Company has properly and duly withheld, collected and deposited all Taxes that are in the Company's reasonable judgment required to be withheld, collected and deposited under applicable Law. No Group Company has granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any material Tax.

(b) No Group Company incorporated outside of the PRC takes the position for tax purposes that it is a "resident enterprise" of the PRC or tax resident in any jurisdiction other than its jurisdiction of formation.

(c) Each Group Company has, in accordance with applicable Law, duly registered with the relevant Governmental Authority, obtained and maintained the validity of all national and local tax registration certificates and complied in all material respects with all requirements imposed by such Governmental Authorities. Each submission made by or on behalf of any Group Company to any Governmental Authority in connection with obtaining Tax exemptions, Tax holidays, Tax deferrals, Tax incentives or other preferential Tax treatments or Tax rebates was accurate and complete in all material respects. As of the Original Execution Date, no suspension, revocation or cancellation of any such Tax exemptions, preferential treatments or rebates is pending or, to the Company's knowledge threatened.

Section 3.15. No Secured Creditors; Solvency.

(a) Except as disclosed by the Company in writing to Parent on the date hereof, the Company does not have any secured creditors and has not granted any fixed or floating security interests.

(b) No Group Company has taken any steps to seek protection pursuant to any bankruptcy Law, nor does the Company have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy proceedings or any knowledge of any fact which would reasonably lead a creditor to do so. The Group Companies on a consolidated basis are not, as of the Original Execution Date, Insolvent.

Section 3.16. Material Contracts.

(a) Except for the Original Merger Agreement, the Contracts filed as exhibits to the Company SEC Reports, and the Contracts listed in Subsections (i) through (xxi) of Section 3.16(a) of the Company Disclosure Schedule, as of the Original Execution Date, none of the Company or any of its Subsidiaries is a party to or bound by the following Contracts:

(i) any Contract that would be required to be filed by the Company pursuant to Item 4 of the Instructions to Exhibits of Form 20-F under the Exchange Act;

(ii) any Contract relating to the formation, creation, operation, management or control of any Subsidiary of the Company or any other partnership, joint venture, strategic collaboration, global affiliation or business cooperation, limited liability company or similar arrangement;

(iii) any Contract involving a loan (other than accounts receivable from trade debtors in the ordinary course of business) or advance to (other than travel and entertainment allowances to the employees of the Company and any of its Subsidiaries extended in the ordinary course of business), or investment in, any person or any Contract relating to the making of any such loan, advance or investment for more than US$5,000,000;

(iv) any Contract involving Indebtedness of the Company or any of its Subsidiaries of more than US$5,000,000;

(v) any Contract (including so called take-or-pay or keep-well agreements) under which any person (other than the Company or any of its Subsidiaries) has directly or indirectly guaranteed Indebtedness of the Company or any of its Subsidiaries of more than US$5,000,000;

(vi) any Contract granting or evidencing a Lien on any properties or assets of the Company or any of its Subsidiaries with value of more than US$5,000,000, other than a Permitted Encumbrances;

(vii) any management service, consulting, financial advisory or any other similar type Contract and all Contracts with investment or commercial banks;

(viii) any Contract for the acquisition, disposition, sale, transfer or lease (including leases in connection with financing transactions) of properties or assets of the Company or any of its Subsidiaries that have a fair market value or purchase price of more than US$5,000,000 (by merger, purchase or sale of assets or stock or otherwise) entered into since December 31, 2014 or, if prior to that date, have representations, warranties or indemnities that remain in effect or as to which claims are pending;

(ix) any Contracts involving any resolution or settlement of any actual or threatened litigation, arbitration, claim or other dispute with amount in controversy greater than US$5,000,000;

(x) any Contract involving a standstill or similar arrangement;

(xi) any non-competition Contract or other Contract that purports to limit, curtail or restrict in any material respect the ability of the Company or any of its Subsidiaries to compete in any geographic area, industry or line of business;

(xii) any Contract for the employment of any senior executive officer;

(xiii) any Contract that contains a put, call or similar right pursuant to which the Company or any of its Subsidiaries could be required to purchase or sell, as applicable, any equity interests of any person or assets that have a fair market value or purchase price of more than US$5,000,000;

(xiv) any Contract (other than Contracts granting Company Options, or Company RSs) giving the other party the right to terminate such Contract as a result of the Original Merger Agreement, this Agreement or the consummation of the Transactions, including the Merger, where (A) such Contract requires any payment in excess of US$5,000,000 to be made by the Company or any of its Subsidiaries in any calendar year or (B) the value of the outstanding receivables due to the Company and its Subsidiaries under such Contract is in excess of US$5,000,000 in any calendar year;

(xv) any Contract that contains restrictions with respect to (A) payment of dividends or any distribution with respect to equity interests of the Company or any of its Subsidiaries, (B) pledging of share capital of the Company or any of its Subsidiaries or (C) issuance of guarantee by the Company or any of its Subsidiaries;

(xvi) any Contract providing for (A) a license, covenant not to sue or other right granted by any Third Party under any Intellectual Property to the Company or any of its Subsidiaries, (B) a license, covenant not to sue or other right granted by the Company or any of its Subsidiaries to any Third Party under any Intellectual Property, (C) an indemnity of any person by the Company or any of its Subsidiaries against any charge of infringement, misappropriation, unauthorized use or violation of any Intellectual Property right, or (D) any royalty, fee or other amount payable by the Company or any of its Subsidiaries to any person by reason of the ownership, use, sale or disposition of Intellectual Property, in each case of clauses (A) through (D), other than agreements for off-the-shelf Software and such Contracts that are not material to business of the Group Companies, taken as a whole, and in each case of clauses (C) and (D), other than Contracts entered into by the Company and its Subsidiaries in the ordinary course of business;

(xvii) any Contract granting rights in respect of exclusivity, "most favored nation" or similar rights;

(xviii) any Contract between or among the Company or any of its Subsidiaries, on the one hand, and any of their respective Affiliates (other than the Company or any of its Subsidiaries), on the other hand, that involves payments of more than US$5,000,000 in any one year;

(xix) each Control Agreement and any other any Contract which (A) provides the Company with effective control over any of its Subsidiaries in respect of which it does not, directly or indirectly, own a majority of the equity interests (each, an "Operating Subsidiary"), (B) provides the Company or any of its Subsidiaries the right or option to purchase the equity interests in any Operating Subsidiary, or (C) transfers economic benefits from any Operating Subsidiary to any other Subsidiary of the Company;

(xx) any Contract between the Company or any of its Subsidiaries and any director or executive officer of the Company or any person beneficially owning five percent or more of the outstanding Shares required to be disclosed pursuant to Item 7B or Item 19 of Form 20-F under the Exchange Act (including those that would be required to be disclosed if the Form 20-F were filed as of the Original Execution Date); or

(xxi) any other Contract which, if terminated, could reasonably be expected to result in a Company Material Adverse Effect.

Each such Contract described in clauses (i) to (xxi) and each such Contract that would be a Material Contract if it had not been filed as an exhibit to the Company SEC Reports is referred to herein as a "Material Contract."

(b) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect: (i) each Material Contract is a legal, valid and binding obligation of a Group Company, as applicable, in full force and effect and enforceable against such Group Company in accordance with its terms, subject to the Bankruptcy and Equity Exception; (ii) to the knowledge of the Company, each Material Contract is a legal, valid and binding obligation of the counterparty thereto, in full force and effect and enforceable against such counterparty in accordance with its terms, subject to the Bankruptcy and Equity Exception; (iii) no Group Company and, to the knowledge of the Company, no counterparty, is or is alleged to be in breach or violation of, or default under, any Material Contract; (iv) to the knowledge of the Company, no person intends to terminate any Material Contract; and (v) none of the execution of the Original Merger Agreement, the execution of this Agreement or the consummation of any Transaction shall constitute a default under, give rise to cancellation rights under, or otherwise adversely affect any of the rights of any Group Company under any Material Contract. The Company has furnished or made available to Parent true and complete copies of all Material Contracts, including any amendments thereto.

Section 3.17. Environmental Matters.

Except as would not, individually or in the aggregate, result in or reasonably be expected to result in a Company Material Adverse Effect, (a) each Group Company is in compliance with all applicable Environmental Law and has obtained and possesses all permits, licenses, reports and other authorizations currently required for its establishment and operation under any Environmental Law (the "Environmental Permits"), and all such Environmental Permits are in full force and effect, (b) no property currently or formerly owned or operated by any Group Company has been contaminated with or is releasing any Hazardous Substance in a manner that would reasonably be expected to require remediation or other action pursuant to any Environmental Law, (c) no Group Company has received any notice, demand, letter, claim or request for information alleging that any Group Company is in violation of or liable under any Environmental Law that remains unresolved, and (d) no Group Company is subject to any order, decree or injunction with any Governmental Authority or agreement with any Third Party concerning liability under any Environmental Law or relating to Hazardous Substances.

Section 3.18. Insurance.

The Group Companies maintain insurance coverage with reputable insurers in such amounts and covering such risks as are in compliance with applicable Law in all material aspects and in accordance with normal industry practice for companies engaged in businesses similar to that of the Group Companies in the PRC (taking into account the cost and availability of such insurance in the PRC), including, but not limited to, directors and officers insurance. The Company made available to Parent prior to the Original Execution Date a copy of each material insurance policy maintained by the Group Companies. No notice of cancellation or modification has been received by any Group Company with respect to any such insurance policy, and there is no existing default or event which, with or without due notice or lapse of time or both, would constitute a default, by any insured thereunder. No Group Company has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost. None of the Group Companies have received any written notice of any threatened termination of, material premium increase with respect to, or material alteration of coverage under, any of its respective insurance policies. The business, activities and operations of each Group Company have been conducted in compliance with all applicable Laws regarding the sale or issuance of, or otherwise relating to, insurance in all material respects.

Section 3.19. Anti-Takeover Provisions.

The Company is not party to a shareholder rights agreement, "poison pill" or similar anti-takeover agreement or plan. The Company Board has taken all necessary action so that any takeover, anti-takeover, moratorium, "business combination", "fair price", "control share" or other similar Laws enacted under any Laws applicable to the Company other than the CICL (each, a "Takeover Statute") do not, and will not, apply to the Original Merger Agreement, this Agreement, the Merger or the other Transactions.

Section 3.20. Brokers.

Except for the Financial Advisor, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company.

Section 3.21. Variable Interest Entities.

Each party to the Control Agreements has the legal right, power and authority (corporate or otherwise) to enter into and perform its respective obligations under the Control Agreements and has duly authorized, executed and delivered, each of the Control Agreements. Each of the Control Agreements constitutes a valid and legally binding obligation of each party thereto, enforceable in accordance with its terms, except as enforceability may be limited by the Bankruptcy and Equity Exception. The Company possesses, through the Control Agreements, the power to direct or cause the direction of the management and policies of the VIEs and there is no agreement or understanding to rescind, amend or otherwise modify the terms of the Control Agreements.

Section 3.22. Vehicle Contracts.

Except as would not have, individually or in the aggregate, a Company Material Adverse Effect: (a) each Vehicle Contract is a legal, valid and binding obligation of a Group Company, as applicable, in full force and effect and enforceable against such Group Company in accordance with its terms, subject to the Bankruptcy and Equity Exception; (b) to the knowledge of the Company, each Vehicle Contract is a legal, valid and binding obligation of the counterparty thereto, in full force and effect and enforceable against such counterparty in accordance with its terms, subject to the Bankruptcy and Equity Exception; (c) no Group Company and, to the knowledge of the Company, no counterparty, is or is alleged to be in breach or violation of, or default under, any Vehicle Contract; (d) to the knowledge of the Company, no person intends to terminate any Vehicle Contract; and (e) none of the execution of the Original Merger Agreement, the execution of this Agreement or the consummation of any Transaction shall constitute a default under, give rise to cancellation rights under, or otherwise adversely affect any of the rights of any Group Company under any Vehicle Contract.

Section 3.23. No Other Representations or Warranties.

Except for the representations and warranties contained in this Article III, each of Parent and Merger Sub acknowledges that neither the Company nor any other person on behalf of the Company makes any other express or implied representation or warranty with respect to any Group Company or their respective business, operations, assets, liabilities, properties, condition (financial or otherwise) or prospects, or with respect to any other information provided to Parent or Merger Sub or any of their respective Affiliates, Representatives or sources of Equity Financing, including any documentation, forecasts or other information, in connection with the Transactions.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby, jointly and severally, represent and warrant to the Company that (A) in the case of the Updated Parent Representations, as of the Amended Execution Date and as of the Closing Date, (B) in the case of the representations and warranties that by their terms address matters only as of a specified time, as of such specified time, and (C) in the case of all other representations and warranties, as of the Original Execution Date and as of the Closing Date:

Section 4.01. Corporate Organization.

(a) Each of Parent and Merger Sub is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has the requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to be so organized, existing or in good standing or to have such power, authority and governmental approvals would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions by Parent or Merger Sub or otherwise be materially adverse to the ability of Parent or Merger Sub to perform their material obligations under this Agreement.

(b) Parent has, prior to the Original Execution Date, made available to the Company complete and correct copies of the memorandum and articles of association of Parent and Merger Sub, each as amended prior to the Original Execution Date, and each as so delivered is in full force and effect.

Section 4.02. Authority Relative to This Agreement.

Each of Parent and Merger Sub has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Parent or Merger Sub are necessary to authorize this Agreement and the Plan of Merger or to consummate the Transactions (other than the filings, notifications and other obligations and actions described in Section 4.03(b)). This Agreement has been duly and validly executed and delivered by Parent and Merger Sub and, assuming due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 4.03. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement and the Plan of Merger by Parent and Merger Sub do not, and the performance of this Agreement and the Plan of Merger by Parent and Merger Sub will not, (i) conflict with or violate the memorandum and articles of association of either Parent or Merger Sub, (ii) assuming that all consents, approvals, authorizations and other actions described in Section 4.03(b) have been obtained and all filings and obligations described in Section 4.03(b) have been made, conflict with or violate any Law applicable to Parent or Merger Sub or by which any property or asset of either of them is bound or affected or (iii) result in any breach of, or constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien or other encumbrance on any property or asset of Parent or Merger Sub pursuant to, any Contract or obligation to which Parent or Merger Sub is a party or by which Parent or Merger Sub or any property or asset of either of them is bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions by Parent or Merger Sub or otherwise be materially adverse to the ability of Parent and Merger Sub to perform their material obligations under this Agreement.

(b) The execution and delivery of this Agreement by Parent and Merger Sub do not, and the performance of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Transactions will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) for filings and/or notices pursuant to Section 13 of the Exchange Act and the rules and regulations thereunder, (ii) for compliance with the rules and regulations of the NYSE, (iii) for the filing of the Plan of Merger and related documentation with the Registrar of Companies of the Cayman Islands and the publication of notification of the Merger in the Cayman Islands Government Gazette pursuant to the CICL, and (iv) for the Requisite Regulatory Approvals.

(c) Merger Sub has no secured creditors holding a fixed or floating security interest.

Section 4.04. Capitalization.

(a) The authorized share capital of Parent consists solely of 1,000,000 ordinary shares, par value of US$0.01 each. As of the Original Execution Date, one ordinary share of Parent was issued and outstanding, which is duly authorized, validly issued, fully paid and non-assessable and is owned by Midco. Parent was formed solely for the purpose of engaging in the transactions contemplated by the Original Merger Agreement, and it has not conducted any business prior to the Original Execution Date and has no, and prior to the Effective Time, will have no, assets, liabilities or obligations of any nature other than the Financing Documents, the Contribution and Support Agreement and those incident to its formation and capitalization pursuant to the Original Merger Agreement, this Agreement and the Transactions.

(b) The authorized share capital of Merger Sub consists solely of 1,000,000 ordinary shares, par value of US$0.01 each, all of which are validly issued and outstanding, duly authorized and fully paid and non-assessable. All of the issued and outstanding share capital of Merger Sub is, as of the Original Execution Date, and at the Effective Time will be, owned by Parent. Merger Sub was formed solely for the purpose of engaging in the Transactions, and it has not conducted any business prior to the Original Execution Date and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and capitalization and pursuant to the Original Merger Agreement, this Agreement and the Transactions.

Section 4.05. Available Funds and Financing.

(a) Parent has delivered to the Company true and complete copies of the New Sponsor Equity Commitment Letters from each Sponsor.

(b) As of the date hereof, (i) each of the New Sponsor Equity Commitment Letters is in full force and effect and is a legal, valid and binding obligation of Holdco (subject to the Bankruptcy and Equity Exception) and, to the knowledge of Parent, the other parties thereto (subject to the Bankruptcy and Equity Exception), and (ii) none of the New Sponsor Equity Commitment Letters has been amended or modified and no such amendment or modification (other than as permitted by Section 6.07 or this Section 4.05) is contemplated, and the respective commitments contained in the New Sponsor Equity Commitment Letters have not been withdrawn or rescinded in any material respect (other than as permitted by Section 6.07 or this Section 4.05). Assuming (A) the Equity Financing is funded in accordance with the New Sponsor Equity Commitment Letters, and (B) the satisfaction of the conditions to the obligation of Parent and Merger Sub to consummate the Merger as set forth in Section 7.01 and Section 7.02 or the waiver of such conditions, as of the date hereof, the net proceeds of the Equity Financing contemplated by the New Sponsor Equity Commitment Letters will be sufficient for Merger Sub and the Surviving Company to pay (1) the Merger Consideration, and (2) any other amounts required to be paid in connection with the consummation of the Transactions upon the terms and conditions contemplated hereby and all related fees and expenses associated therewith. The New Sponsor Equity Commitment Letters contain all of the conditions precedent to the obligations of the parties thereunder to make the Equity Financing available to Holdco, Midco, Parent or Merger Sub on the terms and conditions contained therein. As of the date hereof, there are no side letters or other agreements, Contracts or arrangements (whether written or oral) to which Parent or any of its Affiliates is a party related to the funding or investing, as applicable, of the full amount of the Equity Financing other than (y) as expressly set forth in the New Sponsor Equity Commitment Letters and (z) any customary non-disclosure agreements that do not impact the conditionality, availability or amount of the Equity Financing. As of the date hereof, no event has occurred that, with or without notice, lapse of time or both, would either (I) constitute a default or breach under the New Sponsor Equity Commitment Letters on the part of Holdco or, to the knowledge of Parent, any other parties thereto, or (II) prevent or materially delay the other parties thereto from providing or funding, as applicable, any portion of the Equity Financing. As of the date of this Agreement, subject to the accuracy of the representations and warranties of the Company set forth in Article III, and the satisfaction of the conditions set forth in Section 7.01 and Section 7.02, Parent has no reason to believe that it will be unable to satisfy on a timely basis any term or condition of closing to be satisfied by it contained in the New Sponsor Equity Commitment Letters or that any of the conditions to the Equity Financing that are required to be satisfied by Parent or Merger Sub will not be satisfied or that the Equity Financing will not be available to Parent or Merger Sub at the Effective Time. For the avoidance of doubt, Parent is not making any representation or warranty regarding the effect of the inaccuracy of the representations and warranties in Article III or compliance by the Company with its obligations hereunder.

Section 4.06. Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent or Merger Sub.

Section 4.07. Guarantees.

Assuming the due authorization, execution and delivery by the Company, each Guarantee is in full force and effect and is a legal, valid and binding obligation of the Guarantor that executed it, subject to the Bankruptcy and Equity Exception, and no event has occurred that, with or without notice, lapse of time or both, would constitute a default on the part of such Guarantor under such Guarantee.

Section 4.08. Absence of Litigation.

To the knowledge of Parent and Merger Sub, as of the Original Execution Date, (a) there is no material Action pending or threatened against Parent or Merger Sub nor any of their respective Affiliates before any Governmental Authority and (b) neither Parent nor Merger Sub nor any of their respective Affiliates is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority, in each case that seeks to, or would reasonably be expected to prevent or materially impair or delay the consummation of the Merger or other Transactions.

Section 4.09. Ownership of Company Shares.

As of the date hereof, other than (a) the Rollover Shares, (b) the Class B Shares that may be deemed to be beneficially owned by Holdco pursuant to the New Access SPA, (c) the GS Shares that may be deemed to be beneficially owned by Crawford and certain Affiliates of Crawford as result of Crawford's exercise of certain rights of first offer as disclosed in the Schedule 13D/A filed by Crawford and such Affiliates with the SEC on August 14, 2018 (the "Crawford ROFO Exercise"), (d) the GS Shares that may be deemed to be beneficially owned by Ctrip Investment Holding Ltd. as result of its exercise of certain rights of first offer as disclosed in the Schedule 13E-3/A filed with the SEC on August 17, 2018 by Ctrip, Ocean and the other reporting persons set forth therein (the "Ctrip ROFO Exercise"), and (e) Company Options and Company RSs held by the Chairman, none of Parent, Merger Sub, Holdco, Midco, the Chairman or the Sponsors beneficially own (as such term is used in Rule 13d-3 promulgated under the Exchange Act) any Shares or other securities or any other economic interest (through derivative securities or otherwise) of the Company or any options, warrants or other rights to acquire Shares or other securities of, or any other economic interest (through derivative securities or otherwise) in the Company.

Section 4.10. Solvency.

Neither Parent nor Merger Sub is entering into the Transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the Transactions contemplated hereby, including the Equity Financing and the payment of the Merger Consideration and all other amounts required to be paid in connection with the consummation of the Transactions, assuming (a) satisfaction of the conditions to the obligation of Parent and Merger Sub to consummate the Merger as set forth herein, or the waiver of such conditions and (b) the accuracy of the representations and warranties of the Company set forth in Article III (for such purposes, the representations and warranties that are qualified as to materiality or "Company Material Adverse Effect" shall be true and correct in all respects and those not so qualified shall be true and correct in all material respects), the Surviving Company will be solvent (as such term is used under the Laws of the Cayman Islands) at and immediately after the Effective Time.

Section 4.11. Parent Group Contracts.

Parent has delivered or otherwise made available to the Company and the Special Committee a true and complete copy of each of the Parent Group Contracts, including all amendments thereto or modifications thereof. As of the date hereof, other than the Parent Group Contracts, there are no side letters or other oral or written Contracts, agreements, arrangements or understandings (whether or not legally enforceable) (i) relating to the Transactions between or among Parent, Merger Sub, any Rollover Shareholder, any Sponsor or any of their respective Affiliates (excluding any agreements among any one or more of the foregoing solely relating to the Surviving Company following the Effective Time), (ii) relating to the Transactions between or among Parent, Merger Sub, any Rollover Shareholder, any Sponsor or any of their respective Affiliates, on the one hand, and any member of the Company's management, any members of the Company Board or any of the Company's shareholders in their capacities as such (excluding the Chairman and his Affiliates, with respect to agreements solely relating to the Surviving Company following the Effective Time), on the other hand, or (iii) pursuant to which any shareholder of the Company would be entitled to receive consideration of a different amount or nature than the Per Share Merger Consideration or the Per ADS Merger Consideration or pursuant to which any shareholder of the Company has agreed to vote to approve this Agreement or the Merger or has agreed to vote against any Superior Proposal.

Section 4.12. No Additional Representations.

Except for the representations and warranties made by Parent and Merger Sub in this Article IV, neither Parent nor Merger Sub nor any other person on behalf of each of them makes any other express or implied representation or warranty with respect to Parent or Merger Sub or their respective business, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Company or any of its Affiliates or Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and the Company acknowledges the foregoing.

ARTICLE V

CONDUCT OF BUSINESS PENDING THE MERGER

Section 5.01. Conduct of Business by the Company Pending the Merger.

The Company agrees that, from the date of this Agreement until the earlier of the Effective Time and termination of this Agreement pursuant to Article VIII, except as (x) required by applicable Law, (y) set forth in Section 5.01 of the Company Disclosure Schedule or (z) expressly required or permitted by this Agreement, unless Parent shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), (i) the businesses of the Group Companies shall be conducted in the ordinary course of business and in a manner consistent with past practice; and (ii) the Company shall use its commercially reasonable efforts to preserve intact the assets and the business organization of the Group Companies in all material respects, to keep available the services of the current officers and key employees of the Group Companies and to maintain in all material respects the current relationships of the Group Companies with existing customers, suppliers and other persons with which any Group Companies has material business relations as of the date hereof.

Without limiting the generality of the foregoing paragraph, from the date of this Agreement until the earlier of the Effective Time and termination of this Agreement pursuant to Article VIII, except as (x) required by applicable Law, (y) set forth in Section 5.01 of the Company Disclosure Schedule or (z) expressly contemplated or permitted by this Agreement, the Company shall not and shall not permit any other Group Company to, directly or indirectly, do or propose to do any of the following without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed):

(a) amend or otherwise change its memorandum and articles of association or equivalent organizational documents;

(b) issue, sell, transfer, lease, sublease, license, pledge, dispose of, grant or encumber, or authorize the issuance, sale, transfer, lease, sublease, license, pledge, disposition, grant or encumbrance of, (i) any shares of any class of any Group Company (other than in connection with (A) the exercise of any Company Options, or Company RSs in accordance with the Performance Incentive Plans, (B) the withholding of Company securities to satisfy tax obligations with respect to Company Options or Company RSs, (C) the acquisition by the Company of its securities in connection with the forfeiture of Company Options or Company RSs and (D) the acquisition by the Company of its securities in connection with the net exercise of Company Options in accordance with the terms thereof) or any options, warrants, securities convertible into any share capital or other rights of any kind to acquire any shares, or any other ownership interest (including any phantom interest), of any Group Company, or (ii) any property or assets (whether real, personal or mixed, and including leasehold interests and intangible property) of any Group Company with a value or purchase price (including the value of assumed liabilities) in excess of US$5,000,000, except in the ordinary course of business, or (iii) any material Intellectual Property owned by or licensed to any Group Company, except in the ordinary course of business consistent with past practice;

(c) declare, set aside, make or pay any dividend or other distribution, payable in cash, shares, property or otherwise, with respect to any of its shares (other than dividends or other distributions from any Subsidiary of the Company to the Company or any of its other Subsidiaries);

(d) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its share capital or securities or other rights exchangeable into or convertible or exercisable for any of its share capital (other than the purchase of Shares to satisfy obligations under the Performance Incentive Plans, including the withholding of Shares in connection with the exercise of Company Options, or Company RSs in accordance with the terms and conditions of such Company Options or Company RSs (as applicable));

(e) effect or commence any liquidation, dissolution, scheme of arrangement, merger, consolidation, amalgamation, restructuring, reorganization, public offering or similar transaction involving any Group Company, or create any new Subsidiary (other than creating any new Subsidiary in the PRC by a Group Company that (i) is incorporated in the PRC and (ii) does not require any capital injection (directly or indirectly) from outside the PRC after the Original Execution Date), other than as contemplated by this Agreement;

(f) acquire, whether by purchase, merger, spin off, consolidation, scheme of arrangement, amalgamation or acquisition of stock or assets or otherwise, any assets, securities or properties, in aggregate, with a value or purchase price (including the value of assumed liabilities) in excess of US$5,000,000 in any transaction or related series of transactions;

(g) incur or assume any indebtedness for borrowed money or guarantee any indebtedness for borrowed money of any Third Party or issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of any Group Company, except for borrowings or guarantee of indebtedness (i) under any Group Company's existing credit facilities as in effect on the Original Execution Date in an aggregate amount not to exceed the maximum amount authorized under the Contracts evidencing such Indebtedness or (ii) not in an aggregate amount in excess of US$10,000,000;

(h) make any investment (by contribution to capital, property transfers, purchase of securities or otherwise) in, or loan or advance (other than travel and similar advances to its employees in the ordinary course of business consistent with past practice) to, any Person other than a direct or indirect wholly owned Subsidiary of the Company in the ordinary course of business;

(i) other than expenditures necessary to maintain assets in good repair in the ordinary course of business consistent with past practice, authorize, or make any commitment with respect to, capital expenditures (including with respect to vehicle purchases) that are, in the aggregate, in excess of US$25,000,000 for the Group Companies taken as a whole;

(j) except as required pursuant to any Company Employee Plan or this Agreement, (i) enter into any new employment or compensatory agreements (including the renewal of any such agreements), or terminate any such agreements, with any director, officer, employee or consultant of any Group Company other than the hiring or termination of employees or consultants below the C-level or its equivalent (e.g. the head of business unit) or with an annual compensation of less than US$200,000, (ii) grant or provide any severance or termination payments or benefits to any director, officer, employee or consultant of any Group Company except as required by applicable Law or Contracts in effect on the Original Execution Date, (iii) increase the compensation, bonus or pension, welfare, severance or other benefits of, pay any bonus to any director, officer, employee or consultant of any Group Company except such increases or payments, in the aggregate, do not cause an increase in the labor costs of the Group Companies, taken as a whole, by more than 10%, (iv) make any new equity or other incentive awards to any director, officer, employee or consultant of any Group Company, (v) establish, adopt, amend or terminate any Company Employee Plan or collective bargaining agreement or materially amend the terms of any outstanding Company Options except as required by applicable Law, (vi) take any action to accelerate the vesting of Company Options or Company RSs or (vii) forgive any loans to any director, officer, employee or consultant of any Group Company;

(k) issue or grant any Company Option or Company RSs to any person under the Performance Incentive Plans;

(l) make any changes with respect to financial or tax accounting policies or procedures, including changes affecting the reported consolidated assets, liabilities or results of operations of the Group Companies, except as required by changes in statutory or regulatory accounting rules or GAAP or regulatory requirements with respect thereto;

(m) enter into, amend, modify, consent to the termination of, or waive any material rights under, any Material Contract (or any Contract that would be a Material Contract if such Contract had been entered into prior to the Original Execution Date) that calls for annual aggregate payments of US$5,000,000 or more or with a term longer than one (1) year which cannot be terminated without material surviving obligations or material penalty upon notice of ninety (90) days or less;

(n) enter into, amend, modify, consent to the termination of, or waive any material rights under, any Control Agreements (or any Contract that would be a Control Agreement if such Contract had been entered into prior to the Original Execution Date);

(o) enter into any Contract with any director or officer of the Company or any of its Subsidiaries, individuals owning, directly or indirectly, an interest in the voting power of the Company that gives them significant influence over the Company, and members of any such individual's immediate family;

(p) terminate or cancel, let lapse, or amend or modify in any material respect, other than renewals in the ordinary course of business, any material insurance policies maintained by it which is not promptly replaced by a comparable amount of insurance coverage;

(q) commence any Action for a claim of more than US$5,000,000 (excluding any Action seeking injunctive relief or other similar equitable remedies) or settle or compromise any Action other than any settlement involving the payment of monetary damages not in excess of US$5,000,000;

(r) permit any Intellectual Property owned by any Group Company to lapse or to be abandoned, dedicated, or disclaimed, fail to perform or make any applicable filings, recordings or other similar actions or filings, or fail to pay all required fees and Taxes required or advisable to maintain and protect its interest in each and every item of Intellectual Property owned by any Group Company;

(s) fail to make in a timely manner any filings or registrations with the SEC required under the Securities Act or the Exchange Act or the rules and regulations promulgated thereunder;

(t) enter into, or propose to enter into, any transaction involving any earn-out or similar payment payable by any Group Company, to any Third Party, other than payments in connection with purchases of vehicles, plant, equipment, supplies, computers or other assets in the ordinary course of business;

(u) engage in the conduct of any new line of business material to the Company and its Subsidiaries, taken as a whole;

(v) make or change any material Tax election, materially amend any Tax return (except as required by applicable Law), enter into any material closing agreement with respect to material Taxes, surrender any right to claim a material refund of Taxes, settle or finally resolve any material controversy with respect to Taxes or materially change any method of Tax accounting;

(w) announce an intention, enter into any formal or informal agreement or otherwise make a commitment, to do any of the foregoing.

Section 5.02. Operation of Parent's and Merger Sub's Business.

Each of Parent and Merger Sub agrees that, from the Original Execution Date until the earlier of the Effective Time and termination of this Agreement pursuant to Article VIII, it has not and shall not: (a) take any action that is intended to or would reasonably be likely to result in any of the conditions to effecting the Merger becoming incapable of being satisfied; or (b) take any action or fail to take any action that would, or would be reasonably likely to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Parent or Merger Sub to consummate the Merger or the other Transactions in accordance with the terms of this Agreement.

Section 5.03. No Control of Other Party's Business.

Except as otherwise expressly provided herein, nothing contained in this Agreement is intended to give Parent or Merger Sub, directly or indirectly, the right to control or direct the Company's or the Company's Subsidiaries' operations prior to the Effective Time, and nothing contained in this Agreement is intended to give the Company, directly or indirectly, the right to control or direct Parent's or Merger Sub's operations. Prior to the Effective Time, each of Parent, Merger Sub and the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.01. Proxy Statement and Schedule 13E-3.

(a) As soon as practicable following the date of this Agreement, the Company, with the assistance of Parent and Merger Sub, shall prepare a proxy statement relating to the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, by the shareholders of the Company (such proxy statement, including a notice convening the Shareholders' Meeting in accordance with the Company's memorandum and articles of association, as amended or supplemented, being referred to herein as the "Proxy Statement"). Concurrently with the preparation of the Proxy Statement, the Company, Parent and Merger Sub shall jointly prepare and cause to be filed with the SEC a Rule 13e-3 transaction statement on Schedule 13E-3 relating to the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, by the shareholders of the Company, which may be in the form of an amendment to the Schedule 13E-3 filed with the SEC by the Chairman, MBKP, Crawford, their respective Affiliates and the other reporting persons set forth therein (such Schedule 13E-3, as amended or supplemented, being referred to herein as the "Schedule 13E-3"). Each of the Company, Parent and Merger Sub shall use its reasonable best efforts so that the Proxy Statement and the Schedule 13E-3 will comply in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder. Each of the Company, Parent and Merger Sub shall use its reasonable best efforts to respond promptly to any comments of the SEC with respect to the Proxy Statement and the Schedule 13E-3. Each of Parent and Merger Sub shall provide reasonable assistance and cooperation to the Company in the preparation, filing and distribution of the Proxy Statement, the Schedule 13E-3 and the resolution of comments from the SEC. Upon its receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Proxy Statement and the Schedule 13E-3, the Company shall promptly notify Parent and Merger Sub and in any event within 24 hours and shall provide Parent with copies of all correspondence between the Company and its representatives, on the one hand, and the SEC and its staff, on the other hand. Prior to filing the Schedule 13E-3 or mailing the Proxy Statement (or in each case, any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, the Company (i) shall provide Parent and Merger Sub with a reasonable period of time to review and comment on such document or response and (ii) shall consider in good faith all additions, deletions or changes reasonably proposed by Parent in good faith. If at any time prior to the Shareholders' Meeting, any information relating to the Company, Parent, Merger Sub or any of their respective Affiliates, officers or directors, is discovered by the Company, Parent or Merger Sub that should be set forth in an amendment or supplement to the Proxy Statement and/or the Schedule 13E-3 so that the Proxy Statement and/or the Schedule 13E-3 shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and the Company shall file an appropriate amendment or supplement describing such information with the SEC and, to the extent required by applicable Law, disseminate to the shareholders of the Company.

(b) Each of Parent, Merger Sub and the Company agrees, as to itself and its respective Affiliates or Representatives, that none of the information supplied or to be supplied by Parent, Merger Sub or the Company, as applicable, expressly for inclusion or incorporation by reference in the Proxy Statement, the Schedule 13E-3 or any other documents filed or to be filed with the SEC in connection with the Transactions, will, as of the time such documents (or any amendment thereof or supplement thereto) are mailed to the holders of Shares and at the time of the Shareholders' Meeting, contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent, Merger Sub and the Company further agrees that all documents that such party is responsible for filing with the SEC in connection with the Merger will comply as to form and substance in all material respects with the applicable requirements of the Securities Act, the Exchange Act and any other applicable Laws and that all information supplied by such party for inclusion or incorporation by reference in such document will not contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time, any event or circumstance relating to Parent, Merger Sub or the Company, or their respective officers or directors, should be discovered that should be set forth in an amendment or a supplement to the Proxy Statement or the Schedule 13E-3 so that such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the party discovering such event or circumstance shall promptly inform the other parties and an appropriate amendment or supplement describing such event or circumstance shall be promptly filed with the SEC and disseminated to the shareholders of the Company to the extent required by Law; *provided*, that prior to such filing, the Company and Parent, as the case may be, shall consult with each other with respect to such amendment or supplement and shall afford the other party and their Representatives a reasonable opportunity to comment thereon.

(c) Parent shall (i) vote, or cause to be voted, all of the Shares then beneficially owned by Parent or Merger Sub or with respect to which Parent or Merger Sub otherwise has, directly or indirectly, voting power at the Shareholders' Meeting in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, and (ii) if necessary, enforce the agreement of the Rollover Shareholders set forth in the Contribution and Support Agreement to vote for the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger.

Section 6.02. Shareholders' Meeting.

(a) As soon as practicable after the SEC confirms that it has no further comments on the Schedule 13E-3 but in any event no later than two (2) days after such confirmation, the Company shall (i) establish a record date for determining shareholders of the Company entitled to vote at the Shareholders' Meeting (the "Record Date") and shall not change such Record Date or establish a different record date for the Shareholders' Meeting without the prior written consent of Parent, unless required to do so by applicable Law; *provided*, that in the event that the date of the Shareholders' Meeting as originally called is for any reason adjourned or otherwise delayed, the Company agrees that unless Parent shall have otherwise approved in writing or as required otherwise by applicable Laws or stock exchange requirements, the Company shall, if possible, implement such adjournment or other delay in such a way that the Company does not establish a new Record Date for the Shareholders' Meeting, as so adjourned or delayed, (ii) mail or cause to be mailed the Proxy Statement to the holders of Shares (and concurrently furnish the Proxy Statement under Form 6-K), including Shares represented by ADSs, as of the Record Date, which meeting the Company shall duly convene and cause to occur as soon as reasonably practicable but in any event within thirty (30) days following the mailing of the Proxy Statement, for the purpose of voting upon the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, and (iii) instruct or otherwise cause the Depository to (A) fix the Record Date as the record date for determining the holders of ADSs who shall be entitled to give instructions for the exercise of the voting rights pertaining to the Shares represented by ADSs (the "Record ADS Holders"), (B) provide all proxy solicitation materials to all Record ADS Holders and (C) vote all Shares represented by ADSs in accordance with the instructions of such corresponding Record ADS Holders. Subject to Section 6.02(b), without the consent of Parent, the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, are the only matters (other than procedural matters) that shall be proposed to be voted upon by the shareholders of the Company at the Shareholders' Meeting.

(b) No later than thirty (30) days after the date of mailing the Proxy Statement, the Company shall hold the Shareholders' Meeting. Subject to this Section 6.02 and Section 6.04, (i) the Company Board shall recommend to holders of the Shares that they authorize and approve this Agreement, the Plan of Merger and the Transactions, including the Merger, and shall include such recommendation in the Proxy Statement and (ii) the Company shall use its reasonable best efforts to solicit from its shareholders proxies in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, and shall take all other action necessary or advisable to secure the Requisite Company Vote. Notwithstanding anything to the contrary contained in this Agreement, unless this Agreement is validly terminated in accordance with Section 8.03(c), the Company's obligations pursuant to this Section 6.02 shall not be limited or otherwise affected by the commencement, public proposal, public disclosure or communication to the Company or any other person of any Competing Transaction or by any Change in the Company Recommendation.

(c) Notwithstanding Section 6.02(b), after consultation in good faith with Parent, the Company may recommend the adjournment of the Shareholders' Meeting to its shareholders (i) to the extent necessary to ensure that any required supplement or amendment to the Proxy Statement is provided to the holders of Shares within a reasonable amount of time in advance of the Shareholders' Meeting, (ii) as otherwise required by applicable Law, (iii) if as of the time for which the Shareholders' Meeting is scheduled as set forth in the Proxy Statement (after giving effect to any prior adjournment), there are insufficient Shares represented (in person or by proxy) to constitute a quorum necessary to conduct the business of the Shareholders' Meeting, or (iv) if an Intervening Event has occurred and the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee determines, in its good faith judgment upon written advice by outside legal counsel engaged by the Special Committee, which advice shall be confirmed in writing by another outside legal counsel engaged by the Special Committee (both counsel having an international reputation of experience in the corporate Law of the Cayman Islands), that the failure to take such action would reasonably be expected to breach its fiduciary duties under applicable Law. If the Shareholders' Meeting is adjourned in accordance with the immediately preceding sentence, the Company shall convene and hold the Shareholders' Meeting as soon as reasonably practicable thereafter, subject to the immediately preceding sentence; *provided*, that the Company shall not recommend to its shareholders the adjournment of the Shareholders' Meeting to a date that is less than five (5) Business Days prior to the Termination Date.

(d) Parent may request that the Company, adjourn the Shareholders' Meeting for up to ninety (90) days (but in any event no later than five (5) Business Days prior to the Termination Date), (i) if as of the time for which the Shareholders' Meeting is originally scheduled (as set forth in the Proxy Statement) there are insufficient Shares represented (either in person or by proxy) (A) to constitute a quorum necessary to conduct the business of the Shareholders' Meeting or (B) voting in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, to obtain the Requisite Company Vote or (ii) in order to allow reasonable additional time for (A) the filing and mailing of, at the reasonable request of Parent, any supplemental or amended disclosure and (B) such supplemental or amended disclosure to be disseminated and reviewed by the Company's shareholders prior to the Shareholders' Meeting, in which event the Company shall, in each case, recommend that the Shareholders' Meeting be adjourned in accordance with Parent's request.

Section 6.03. Access to Information.

(a) From the date hereof until the earlier of the Effective Time and termination of this Agreement pursuant to Article VIII and subject to applicable Law and the Confidentiality Agreements, upon reasonable advance notice from Parent, the Company shall (i) provide to Parent (and Parent's officers, directors, employees, accountants, consultants, financial and legal advisors, agents, financing sources (including potential financing sources) and other authorized representatives of Parent and such other parties, collectively, "Representatives") reasonable access during normal business hours to the offices, properties, books and records of any Group Company, (ii) furnish to Parent and its Representatives such existing financial and operating data and other existing information as such persons may reasonably request in writing, and (iii) instruct its and its Subsidiaries' employees, legal counsel, financial advisors, auditors and other Representatives to reasonably cooperate with Parent and its Representatives in their investigation. Notwithstanding the foregoing, any such investigation shall be conducted in such a manner as not to interfere unreasonably with the business or operations of the Company or its Subsidiaries or otherwise result in any significant interference with the timely discharge by the employees of the Company or its Subsidiaries of their duties.

(b) Notwithstanding anything to the contrary in Section 6.03(a), nothing in this Agreement shall require the Company or any of its Subsidiaries to provide Parent or any of its Representatives with access to any books, records, documents or other information to the extent that (i) such books, records, documents or other information is subject to any confidentiality agreement with a Third Party (*provided*, that at the request of Parent, the Company shall use its reasonable best efforts to obtain a waiver from such Third Party), (ii) the disclosure of such books, records, documents or other information would result in the loss of attorney-client or other legal privilege that could not reasonably be remedied by use of common interest agreements or other arrangements to maintain such privilege (*provided*, that if such an agreement or arrangement can be used to maintain such privilege, the applicable parties shall, if requested by Parent, enter into such agreement or other arrangement as is reasonably acceptable to the Company to maintain such privilege) or (iii) the disclosure of such books, records, documents or other information is prohibited by applicable Law.

(c) All information provided or made available pursuant to this Section 6.03 to Parent or its Representatives shall be subject to the Confidentiality Agreements.

(d) No investigation pursuant to this Section 6.03 shall affect any representation or warranty in this Agreement of any party hereto or any condition to the obligations of the parties hereto.

Section 6.04. No Solicitation of Transactions.

(a) Until the earlier of the Effective Time and termination of this Agreement pursuant to Article VIII, except as set forth in Section 6.04(b), the Company agrees that neither it nor any of its Subsidiaries, and that it will cause its and its Subsidiaries' Representatives (including any investment banker, attorney or accountant retained by any Group Company), not to, in each case, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing nonpublic information concerning any Group Company), or take any other action to knowingly facilitate, any inquiries or the making of any proposal or offer (including any proposal or offer to its shareholders) that constitutes, or could reasonably be expected to lead to, any Competing Transaction, (ii) enter into, maintain or continue discussions or negotiations with, or provide any nonpublic information concerning any Group Company to, any Third Party in furtherance of such inquiries or to obtain a proposal or offer for a Competing Transaction, (iii) agree to, approve, endorse, recommend or consummate any Competing Transaction or enter into any letter of intent or Contract (other than an Acceptable Confidentiality Agreement) or commitment contemplating or otherwise relating to any Competing Transaction, (iv) grant any waiver, amendment or release under any standstill, confidentiality or similar agreement or Takeover Statutes (and the Company shall promptly take all action necessary to terminate or cause to be terminated any such waiver previously granted with respect to any provision of any such confidentiality, standstill or similar agreement or Takeover Statute and to enforce each such confidentiality, standstill and similar agreement), or (v) authorize or permit any of the Representatives of the Company or any of its Subsidiaries to take any action set forth in clauses (i) – (iv) of this Section 6.04(a). The Company shall notify Parent as promptly as practicable (and in any event within forty-eight (48) hours after the Company has knowledge thereof), orally and in writing, of any proposal or offer, or any inquiry or contact with any person, regarding a Competing Transaction or that, in the Company's good faith judgment, could reasonably be expected to lead to a Competing Transaction, specifying (x) the material terms and conditions thereof (including material amendments or proposed material amendments) and providing, if applicable, copies of any written requests, proposals or offers, including proposed agreements, (y) the identity of the party making such proposal or offer or inquiry or contact, and (z) whether the Company has any intention to provide confidential information to such person. The Company shall keep Parent informed, on a reasonably current basis (and in any event within forty-eight (48) hours of the occurrence of any material changes, developments, discussions or negotiations) of the status and terms of any such proposal, offer, inquiry, contact or request and of any material changes in the status and terms of any such proposal, offer, inquiry, contact or request (including the material terms and conditions thereof). Without limiting the foregoing, the Company shall provide Parent with forty-eight (48) hours prior notice (or such lesser prior notice as is provided to the members of the Company Board or members of the Special Committee) of any meeting of the Company Board or Special Committee at which the Company Board or Special Committee, as applicable, is reasonably expected to consider any Competing Transaction. The Company shall, and shall cause its Subsidiaries and the Representatives of the Company and its Subsidiaries to, immediately cease and terminate all existing discussions or negotiations with any parties conducted heretofore with respect to a Competing Transaction. The Company shall not, and shall cause its Subsidiaries not to, enter into any confidentiality agreement with any Third Party subsequent to the date of this Agreement that prohibits the Company from providing such information to Parent.

(b) Notwithstanding anything to the contrary in Section 6.04(a), at any time prior to the receipt of the Requisite Company Vote, following the receipt of an unsolicited, written, bona fide proposal or offer regarding a Competing Transaction that was not obtained in violation of this Section 6.04, the Company and its Representatives may, with respect to such proposal or offer and acting only upon the recommendation of the Special Committee:

(i) contact the person who has made such proposal or offer (A) solely to inform such person of, and direct such person to, the obligations of the Company set forth in this Section 6.04, and/or (B) to clarify and understand the terms and conditions thereof to the extent the Special Committee shall have determined in good faith that such contact is necessary to determine whether such proposal or offer constitutes a Superior Proposal or could reasonably be expected to result in a Superior Proposal;

(ii) provide information in response to the request of the person who has made such proposal or offer, if and only if, prior to providing such information, the Company has received from the person so requesting such information an executed Acceptable Confidentiality Agreement; *provided*, that the Company shall concurrently make available to Parent any information concerning the Company and the Subsidiaries that is provided to any such person and that was not previously made available to Parent or its Representatives; and

(iii) engage or participate in any discussions or negotiations with the person who has made such proposal or offer;

provided, that prior to taking any actions described in clause (ii) or (iii), the Company Board (acting only upon recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) has (A) determined, in its good faith judgment, after consultation with its financial advisor and outside legal counsel, that such proposal or offer constitutes or could reasonably be expected to result in a Superior Proposal, (B) determined, in its good faith judgment, after consultation with its financial advisor and outside legal counsel, that, in light of such Superior Proposal, failure to take such action would be inconsistent with the fiduciary duties of the Company Board or Special Committee, as applicable, under applicable Law, and (C) provided written notice to Parent at least forty-eight (48) hours prior to taking any such action.

(c) Except as set forth in Section 6.04(d) or Section 6.04(e), neither the Company Board nor any committee thereof shall (i) (A) change, withhold, withdraw, qualify or modify (or publicly propose to change, withhold, withdraw, qualify or modify), in a manner adverse to Parent or Merger Sub, the Company Recommendation, (B) fail to include the Company Recommendation in the Proxy Statement, (C) adopt, approve or recommend, or publicly propose to adopt, approve or recommend to the shareholders of the Company, a Competing Transaction, (D) if a tender offer or exchange offer that constitutes a Competing Transaction is commenced, fail to publicly recommend against acceptance of such tender offer or exchange offer by the Company shareholders (including, for these purposes, by disclosing that it is taking no position with respect to the acceptance of such tender offer or exchange offer by its shareholders, which shall constitute a failure to recommend against acceptance of such tender offer or exchange offer) within ten (10) Business Days after the commencement thereof; *provided*, that a customary "stop, look and listen" communication by the Company Board pursuant to Rule 14d−9(f) of the Exchange Act or a statement that the Company Board has received and is currently evaluating such Competing Transaction shall not be prohibited or be deemed to be a Change in the Company Recommendation, (E) fail to recommend against any Competing Transaction subject to Regulation 14D under the Exchange Act in a Solicitation/Recommendation Statement on Schedule 14D-9 within ten (10) Business Days after the commencement of such Competing Transaction, or (F) fail to publicly reaffirm the Company Recommendation following any Competing Transaction having been publicly made, proposed or communicated (and not publicly withdrawn) within ten (10) Business Days after Parent so requests in writing; *provided*, that Parent may not make such request more than one time with respect to any given Competing Transaction unless there shall have been a publicly disclosed change in the consideration per Share contemplated by such Competing Transaction (any of the foregoing, a "Change in the Company Recommendation"), or (ii) cause or permit the Company or any of its Subsidiaries to enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement or other or similar document or Contract with respect to any Competing Transaction, other than an Acceptable Confidentiality Agreement entered into in compliance with Section 6.04(b) (an "Alternative Acquisition Agreement").

(d) Notwithstanding anything to the contrary set forth in this Agreement, from the date of this Agreement and at any time prior to the receipt of the Requisite Company Vote, if the Company has received a bona fide written proposal or offer with respect to a Competing Transaction which was not obtained in violation of Section 6.04 and the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) determines in its good faith judgment (after consultation with its financial advisor and outside legal counsel), that such proposal or offer constitutes a Superior Proposal and failure to make a Change in the Company Recommendation with respect to such Superior Proposal would be inconsistent with its fiduciary duties under applicable Law, the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) may effect a Change in the Company Recommendation with respect to such Superior Proposal and/or authorize the Company to terminate this Agreement in accordance with Section 8.03(c), but only (i) if the Company shall have complied with the requirements of Section 6.04(a) and Section 6.04(b) with respect to such proposal or offer; (ii) after (A) providing at least five (5) Business Days' (the "Superior Proposal Notice Period") written notice to Parent (a "Notice of Superior Proposal") advising Parent that the Company Board has received a Superior Proposal, specifying the material terms and conditions of such Superior Proposal (and providing any proposed agreements related thereto), identifying the person making such Superior Proposal and indicating that the Company Board or the Special Committee (to the extent it is within the authority of the Special Committee), as applicable, intends to effect a Change in the Company Recommendation and/or authorize the Company to terminate this Agreement in accordance with Section 8.03(c), it being understood that the Notice of Superior Proposal or any amendment or update thereto or the determination to so deliver such notice shall not constitute a Change in the Company Recommendation, (B) negotiating with and causing its financial and legal advisors to negotiate with Parent, Merger Sub and their respective Representatives in good faith (to the extent Parent desires to negotiate) to make such adjustments in the terms and conditions of this Agreement and the Equity Financing, so that such Third Party proposal or offer would cease to constitute a Superior Proposal, and (C) permitting Parent and its Representatives to make a presentation to the Company Board and the Special Committee regarding this Agreement, the Equity Financing and any adjustments with respect thereto (to the extent Parent desires to make such presentation); *provided*, that any material modifications to such Third Party proposal or offer that the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) has determined to be a Superior Proposal shall be deemed a new Superior Proposal and the Company shall be required to again comply with the requirements of this Section 6.04(d); *provided*, *further*, that with respect to such new Superior Proposal, the Superior Proposal Notice Period shall be deemed to be a three (3) Business Day period rather than the five (5) Business Day period first described above; and (iii) following the end of such five (5) Business Day period or three (3) Business Day period (as applicable), the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) shall have determined, in its good faith judgment (after consultation with its financial advisor and outside legal counsel), that taking into account any changes to this Agreement and the Equity Financing proposed by Parent and Merger Sub in response to the Notice of Superior Proposal or otherwise, that the proposal or offer with respect to the Competing Transaction giving rise to the Notice of Superior Proposal continues to constitute a Superior Proposal.

(e) Notwithstanding anything to the contrary set forth in this Agreement, from the date hereof and until the receipt of the Requisite Company Vote, if an Intervening Event has occurred and the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) determines in its good faith judgment (after receiving written advice of outside legal counsel engaged by the Special Committee, which advice shall be confirmed in writing by another outside legal counsel engaged by the Special Committee (both counsel having an international reputation of experience in the corporate Law of the Cayman Islands)) that the failure to take such action would reasonably be expected to breach its fiduciary duties under applicable Law, the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) may effect a Change in the Company Recommendation; *provided*, that the Company Board or the Special Committee, as applicable, shall not make such Change in the Company Recommendation unless the Company has (i) provided to Parent at least five (5) Business Days' prior written notice that it intends to take such action and specifying in reasonable detail the facts underlying the decision by the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee), as applicable, to take such action and (ii) during such five (5) Business Day period, if requested by Parent, engaged in good faith negotiations with Parent to amend this Agreement in such a manner that obviates the need for such Change in the Company Recommendation.

(f) Nothing contained in this Section 6.04 shall be deemed to prohibit the Company, the Company Board or the Special Committee from (i) complying with its disclosure obligations under U.S. federal or state or non-U.S. Law with regard to a Competing Transaction or proposal therefor, including taking and disclosing to its shareholders a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act (or any similar communication to shareholders in connection with the making or amendment of a tender offer or exchange offer); *provided*, that any such disclosure (other than a "stop, look and listen" communication of the type contemplated by Rule 14d-9(f) under the Exchange Act or a statement that the Company Board or Special Committee has received and is currently evaluating such Competing Transaction) that does not include an express rejection of any applicable Competing Transaction or an express reaffirmation of its recommendation in favor of the transactions contemplated by this Agreement shall be deemed to be a Change in the Company Recommendation, or (ii) making any "stop-look-and-listen" communication of the type contemplated by Rule 14d-9(f) under the Exchange Act.

(g) Prior to the termination of this Agreement pursuant to Article VIII, the Company shall not submit to the vote of its shareholders any Competing Transaction or enter into any Alternative Acquisition Agreement or propose to do so.

Section 6.05. Directors' and Officers' Indemnification and Insurance.

(a) The indemnification, advancement and exculpation provisions of the indemnification agreements by and among the Company and its directors and certain executive officers as in effect at the Effective Time shall survive the Merger and shall not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would adversely affect the rights thereunder of the current or former directors or officers of the Company or any of its Subsidiaries. The memorandum and articles of association of the Surviving Company shall contain provisions no less favorable to the intended beneficiaries with respect to exculpation and indemnification of liability and advancement of expenses than are set forth in the memorandum and articles of association of the Company as in effect on the date hereof, and Parent shall cause such provisions not be amended, repealed or otherwise modified for a period of six (6) years from the Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were directors, officers, employees, fiduciaries or agents of the Company, unless such modification shall be required by Law. From and after the Effective Time, any agreement of any Indemnified Party with the Company or any of its Subsidiaries regarding exculpation or indemnification of liability or advancement of expenses shall be assumed by the Surviving Company, shall survive the Merger and shall continue in full force and effect in accordance with its terms.

(b) The Surviving Company shall, and Parent shall cause the Surviving Company to, maintain in effect for six (6) years from the Effective Time the current directors' and officers' liability insurance policies maintained by the Company with respect to matters occurring prior to the Effective Time, including acts or omissions occurring in connection with this Agreement and the consummation of the Transactions (the parties covered thereby, the "Indemnified Parties") on terms with respect to coverage and amount no less favorable to the Indemnified Parties than those in effect as of the Effective Time; *provided*, that the Surviving Company may substitute therefor policies of at least the same coverage containing terms, conditions, retentions and limits of liability that are no less favorable than those provided under the Company's current policies; *provided*, *further*, that in no event shall the Surviving Company be required to expend pursuant to this Section 6.05(b) more than an amount per year equal to 300% of current annual premiums paid by the Company for such insurance, and if the cost of such insurance policy exceeds such amount, then the Surviving Company shall obtain a policy with the greatest coverage for a cost not exceeding such amount. In addition, the Company may and, at Parent's request, the Company shall, purchase a six (6)-year "tail" prepaid policy prior to the Effective Time on terms, conditions, retentions and limits of liability no less advantageous to the Indemnified Parties than the existing directors' and officers' liability insurance maintained by the Company. If such "tail" prepaid policies have been obtained by the Company prior to the Effective Time, the Surviving Company shall, and Parent shall cause the Surviving Company to, maintain such policies in full force and effect, and continue to honor the respective obligations thereunder, and all other obligations of Parent or Surviving Company under this Section 6.05(b) shall terminate.

(c) Subject to the terms and conditions of this Section 6.05, from and after the Effective Time, the Surviving Company shall comply (and Parent shall cause the Surviving Company to comply) with all of the Company's obligations, and each of the Surviving Company and Parent shall cause its Subsidiaries to comply with their respective obligations to indemnify and hold harmless (including any obligations to advance funds for expenses): (i) the Indemnified Parties against any and all costs or expenses (including reasonable attorneys' fees and expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative ("Damages"), arising out of, relating to or in connection with (A) the fact that an Indemnified Party is or was a director, officer or employee of the Company or any of its Subsidiaries or (B) any acts or omissions occurring or alleged to have occurred (including acts or omissions with respect to the approval of this Agreement or the Transactions or arising out of or pertaining to the Transactions and actions to enforce this provision or any other indemnification or advancement right of any Indemnified Party) prior to or at the Effective Time, to the extent provided under the Company's or such Subsidiaries' respective organizational and governing documents or agreements in effect on the date hereof (true and complete copies of which shall have been delivered to Parent prior to the date hereof) and to the fullest extent permitted by the CICL or any other applicable Law; *provided*, that such indemnification shall be subject to any limitation imposed from time to time under applicable Law; and (ii) such persons against any and all Damages arising out of acts or omissions in such persons' official capacity as an officer, director or other fiduciary in the Company or any of its Subsidiaries if such service was at the request or for the benefit of the Company or any of its Subsidiaries.

(d) In the event the Company or the Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or Surviving Company or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in each such case, proper provision shall be made so that the successors and assigns of the Company or the Surviving Company, as the case may be, or at Parent's option, Parent, shall assume the obligations set forth in this Section 6.05.

(e) The agreements and covenants contained in this Section 6.05 shall be in addition to any other rights an Indemnified Party may have under the memorandum and articles of association of the Company or any of its Subsidiaries (or equivalent constitutional documents), or any agreement between an Indemnified Party and the Company or any of its Subsidiaries, under the CICL or other applicable Law, or otherwise. The provisions of this Section 6.05 shall survive the consummation of the Merger and are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Parties and their heirs and legal representatives, each of which shall be a Third Party beneficiary of the provisions of this Section 6.05. The obligations of Parent and the Surviving Company under this Section 6.05 shall not be terminated or modified in such a manner as to adversely affect the rights of any Indemnified Party without the consent of such Indemnified Party.

(f) Nothing in this Agreement is intended to, shall be construed to or shall release, waive or impair any rights to directors' and officers' insurance claims under any policy or other agreement that is or has been in existence with respect to the Company or any of its Subsidiaries or their respective officers, directors and employees, it being understood and agreed that the indemnification provided for in this Section 6.05 is not prior to or in substitution for any such claims under any such policies or other agreements.

Section 6.06. Notification of Certain Matters.

Each of the Company and Parent shall promptly notify the other in writing of:

(a) any notice or other communication from any person alleging that the consent of such person is or may be required in connection with the Transactions;

(b) any notice or other communication from any Governmental Authority in connection with the Transactions;

(c) any Actions pending, commenced or, to the knowledge of the Company or the knowledge of Parent, threatened against the Company or any of its Subsidiaries or Parent and any of its Subsidiaries, as the case may be, that, if pending on the Original Execution Date, would have been required to have been disclosed by such party pursuant to any of such party's representations and warranties contained in the Original Merger Agreement, or that relate to such party's ability to consummate the Transactions;

(d) a breach of any representation or warranty or failure to perform any covenant or agreement set forth in this Agreement on the part of such party (or Merger Sub, in the case of Parent) having occurred that would cause the conditions set forth in Section 7.01, Section 7.02 or Section 7.03 not to be satisfied; and

(e) any person notifies the Company or any of its Subsidiaries in writing that such person is seeking indemnification from the Company or any of its Subsidiaries under any indemnification, advancement of expenses or exculpation provisions of any indemnification agreements by and among the Company or any of its Subsidiaries and their respective directors and executive officers or the memorandum and articles of association of the Company or any of its Subsidiaries;

together, in each case, with a copy of any such notice, communication or Action; *provided*, that the delivery of any notice pursuant to this Section 6.06 shall not cure any breach of, or non-compliance with, any other provision of this Agreement, be deemed to amend or supplement the Company Disclosure Schedule, or limit or otherwise affect the remedies available hereunder to the party receiving such notice; *provided*, *further*, that failure to give prompt notice pursuant to Section 6.06(d) shall not constitute a failure of a condition to the Merger set forth in Article VII except to the extent that the underlying breach of a representation or warranty or failure to perform any covenant or agreement not so notified would, standing alone, constitute such a failure; *provided, further*, that the Company's unintentional failure to give notice under this Section 6.06 shall not be deemed to be a breach of a covenant under this Section 6.06 but instead shall constitute only a breach of the underlying representation or warranty or covenant or condition, as the case may be.

Section 6.07. Financing.

(a) Subject to the terms and conditions of this Agreement, each of Parent and Merger Sub shall use its reasonable best efforts to consummate the Equity Financing at or prior to the Effective Time.

(b) Parent shall give the Company prompt notice (i) upon becoming aware of any breach of any material provision of any New Sponsor Equity Commitment Letter or termination of any New Sponsor Equity Commitment Letter by any party thereto or (ii) upon the receipt of any written notice from any party to a New Sponsor Equity Commitment Letter with respect to any threatened breach of any material provision of such New Sponsor Equity Commitment Letter or threatened termination of any such New Sponsor Equity Commitment Letter.

(c) Each party hereto shall provide, and shall cause each of its Subsidiaries and each of their respective Representatives to provide, all cooperation as may be reasonably required with respect to the Equity Financing or any debt financing or indebtedness of the Company in connection with the consummation of the Transactions, including (i) the Company obtaining approval of (A) an increase in the size of the Company Board to such number as is requested in writing by Parent and (B) the election to the Company Board of the individuals who will serve as directors of the Surviving Company, in each case of clauses (A) and (B), effective as of immediately prior to the Effective Time, and (ii) the Company using commercially reasonable efforts to ensure that the Parent and the Surviving Company benefit from the existing lending relationships of the Group Companies to the extent requested by Parent. Neither the Company nor any of its Subsidiaries shall (x) be required to pay any commitment or similar fee prior to the Effective Time or (y) be required to commit to taking any action that is not contingent upon the Closing (including entry into any agreement) or would be effective prior to the Effective Time. If this Agreement is terminated in accordance with its terms prior to the occurrence of the Effective Time, Parent shall promptly reimburse the Company for any reasonable and documented out-of-pocket costs incurred by it in connection with the Company's compliance with Section 6.07(c)(i) through (iii).

(d) The Company shall use reasonable best efforts to obtain, execute and deliver such documents or instruments as may be required for the Surviving Company's due assumption of, and succession to, the Company's obligations under the 2022 Indenture and the Facility Agreement, including (i) customary closing certificates and other similar documents as may be reasonably requested by the trustee of the 2022 Notes or as may be required under the Facility Agreement in connection with the consummation of the Transactions, including the Merger and (ii) customary legal opinions as are required by the 2022 Indenture or the Facility Agreement in connection with the consummation of the Transactions, including the Merger.

Section 6.08. Further Action; Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions of this Agreement, each of the parties hereto and their respective Representatives shall (i) make promptly its respective filings, and thereafter make any other required submissions, with each relevant Governmental Authority with jurisdiction over enforcement of any applicable antitrust or competition Laws with respect to the Transactions, and coordinate and cooperate fully with the other parties in exchanging such information and providing such assistance as the other parties may reasonably request in connection therewith (including (A) obtaining consent (such consent not to be unreasonably withheld, conditioned or delayed) from the other parties promptly before making any substantive communication (whether verbal or written) with any Governmental Authority in connection with such filings or submissions, (B) permitting the other parties to review in advance, and consulting with the other parties on, any proposed filing, submission or communication (whether verbal or written) by such party to any Governmental Authority, and (C) giving the other parties the opportunity to attend and participate at any meeting with any Governmental Authority in respect of any filing, investigation or other inquiry); and (ii) cooperate with the other parties hereto and use its reasonable best efforts, and cause its Subsidiaries to use their respective reasonable best efforts, to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective the Transactions, including using reasonable best efforts to employ such resources as are necessary to (x) obtain and/or maintain all approvals, consents, registrations, permits, authorizations and other confirmations required to be obtained from any third party and (y) obtain the Requisite Regulatory Approvals and taking any and all steps necessary to avoid or eliminate each and every impediment under any antitrust or competition Law that may be asserted by any Governmental Authority so as to enable the parties hereto to expeditiously consummate the Transactions, including committing to and effecting, by consent decree, hold separate orders, or otherwise, the restructuring, reorganization, sale, divestiture or disposition of such of its assets, properties or businesses; *provided*, that no party hereto shall be required to take any such action if such action would result in or may be reasonably likely to result in a Company Material Adverse Effect.

(b) Each party hereto shall, upon request by any other party, furnish such other party with all information concerning itself, its Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement, the Schedule 13E-3, or any other statement, filing, notice or application made by or on behalf of Parent, Merger Sub, the Company or any of their respective Subsidiaries to any Third Party and/or any Governmental Authority in connection with the Transactions.

Section 6.09. Obligations of Merger Sub.

Parent shall take all action necessary to cause Merger Sub to perform its obligations under this Agreement and to consummate the Transactions on the terms and subject to the conditions set forth in this Agreement.

Section 6.10. Participation in Litigation.

Prior to the Effective Time, Parent shall give prompt notice to the Company, and the Company shall give prompt notice to Parent, of any Actions pending, commenced or, to the knowledge of the Company on the one hand and to the knowledge of Parent on the other hand, threatened against such party or its directors that relate to the Original Merger Agreement or this Agreement and the Transactions. The Company shall give Parent the opportunity to participate in the defense or settlement of any shareholder Action against the Company and/or its directors relating to this Agreement or the Transactions, and no such Action (except any Action (x) where the amount in controversy does not exceed the amount set forth on Section 6.11 of the Company Disclosure Schedule and (y) does not involve injunctive or other equitable relief) shall be settled without Parent's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 6.11. Resignations.

To the extent requested by Parent in writing at least three (3) Business Days prior to Closing, on the Closing Date, the Company shall use reasonable best efforts to cause to be delivered to Parent duly signed resignations, effective as of the Effective Time, of the directors of any Group Company designated by Parent.

Section 6.12. Public Announcements.

Except as may be required by applicable Law, the press release announcing the execution of this Agreement shall be issued only in such form as shall be mutually agreed upon by the Company and Parent. At any time prior to termination of this Agreement pursuant to Article VIII, Parent and the Company shall consult with each other before issuing any press release, having any communication with the press (whether or not for attribution), making any other public statement or scheduling any press conference or conference call with investors or analysts with respect to the Original Agreement, this Agreement or the Transactions and, except in respect of any such press release, communication, other public statement, press conference or conference call as may be required by applicable Law or rules and policies of the NYSE, shall not issue any such press release, have any such communication, make any such other public statement or schedule any such press conference or conference call prior to such consultation. Notwithstanding the foregoing, the restrictions set forth in this Section 6.12 shall not apply to any release or announcement made or proposed to be made by the Company in connection with a Change in Company Recommendation made in compliance with this Agreement.

Section 6.13. Stock Exchange Delisting.

Prior to the Effective Time, the Company shall cooperate with Parent and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the NYSE to enable the delisting of the Shares and ADSs from the NYSE and the deregistration of the Shares and ADSs under the Exchange Act as promptly as practicable after the Effective Time.

Section 6.14. Takeover Statutes.

If any Takeover Statute is or may become applicable to any of the Transactions, the parties hereto shall use their respective reasonable best efforts (a) to take all action necessary so that no Takeover Statute is or becomes applicable to any of the Transactions and (b) if any such Takeover Statute is or becomes applicable to any of the foregoing, to take all action necessary (including, in the case of the Company and the Company Board, grant all necessary approvals) so that the Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement, including all actions to eliminate or lawfully minimize the effects of such Takeover Statute on the Transactions.

Section 6.15. No Amendment to Parent Group Contracts.

Without the Company's prior written consent, (i) Parent and Merger Sub shall not, and shall cause the members of the Parent Group not to, enter into any Contract or amend, modify, withdraw or terminate any Parent Group Contract in a manner that would (A) result, directly or indirectly, in any of the Rollover Shares ceasing to be treated as Excluded Shares, (B) individually or in the aggregate, prevent or materially delay the ability of Parent or Merger Sub to consummate the Merger and the other Transactions or (C) prevent or materially impair the ability of any management member, director or shareholder of the Company, or any of their respective Affiliates, with respect to any Acquisition Proposal, taking any of the actions described in Section 6.04 to the extent such actions are permitted to be taken by the Company thereunder, and (ii) Parent and the members of the Parent Group, shall not enter into or modify any Contract, other than any GS Purchase Agreement, pursuant to which any management members, directors or shareholders of the Company, or any of their respective Affiliates receives any consideration or other economic value from any Person in connection with the Transactions that is not provided in the Parent Group Contracts as of the date hereof, including any carried interest, share option, share appreciation right or other forms of equity or quasi-equity right. Within two (2) Business Days after the execution thereof, Parent and Merger Sub shall provide the Company with a copy of any Contract relating to the Transactions or any GS Purchase Agreement that is entered into after the date hereof and to which a member of the Parent Group is a party. Parent and Merger Sub agree that any action by any member of the Parent Group who is not a party to this Agreement that would constitute a breach of this Section 6.15 if such member of the Parent Group were a party to this Agreement for the purposes of this Section 6.15 shall be deemed to be a breach of this Section 6.15. The Company hereby consents to the termination or amendment and restatement, as applicable, of the Original Parent Group Contracts concurrently with the execution of this Agreement and the Parent Group Contracts.

ARTICLE VII

CONDITIONS TO THE MERGER

Section 7.01. Conditions to the Obligations of Each Party.

The obligations of the Company, Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver (where permissible under applicable Law) of the following conditions at or prior to the Closing Date:

(a) Shareholder Approval. This Agreement, the Plan of Merger and the Transactions, including the Merger, shall have been authorized and approved by holders of Shares constituting the Requisite Company Vote at the Shareholders' Meeting in accordance with the CICL and the Company's memorandum of association and the Company Articles.

(b) No Injunction. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or award, writ, injunction, determination, rule, regulation, judgment, decree or executive order (an "Order"), whether temporary, preliminary or permanent, which is then in effect and has or would have the effect of enjoining, restraining, prohibiting or otherwise making illegal the consummation of the Transactions.

(c) Regulatory Approvals. All Requisite Regulatory Approvals shall have been obtained and be in full force and effect.

(d) 2022 Notes. (i) There shall be no Default (as defined in the 2022 Indenture) in respect of the 2022 Indenture or the 2022 Notes, and (ii) the consummation of the Transactions, including the Merger, alone without any other event, shall not constitute a Default or a Change of Control (or an event which, with notice or lapse of time, or both, would constitute a Default or a Change of Control) (in each case, as defined in the 2022 Indenture) in respect of the 2022 Indenture or the 2022 Notes.

Section 7.02. Conditions to the Obligations of Parent and Merger Sub.

The obligations of Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver (where permissible under applicable Law) of the following additional conditions at or prior to the Closing Date:

(a) Representations and Warranties. (i) Other than the representations and warranties of the Company contained in Section 3.01(a), the first two sentences of Section 3.03(a), Section 3.03(b), clauses (ii) and (iii) of Section 3.03(c), Section 3.03(f), Section 3.04(a), Section 3.9(b) and Section 3.20, the representations and warranties of the Company contained in this Agreement (without giving effect to any qualification as to "materiality" or "Company Material Adverse Effect" set forth therein) shall be true and correct in all respects as of the Original Execution Date and as of the Closing Date (other than (A) the Updated Company Representations, which shall be true and correct as of the date hereof and as of the Closing Date, and (B) representations and warranties that by their terms address matters only as of a specified time, which shall be true and correct only as of such time), except where the failure of such representations and warranties of the Company to be so true and correct does not constitute a Company Material Adverse Effect, (ii) the representations and warranties set forth in the first two sentences of Section 3.03(a), Section 3.03(b), clauses (ii) and (iii) of Section 3.03(c) and Section 3.03(f) shall be true and correct in all respects, except for *de minimis* inaccuracies, as of the Original Execution Date and as of the Closing Date (other than representations and warranties that by their terms address matters only as of a specified time, which shall be true and correct only as of such time), (iii) the representations and warranties set forth in Section 3.01(a), Section 3.04(a) and Section 3.20 shall be true and correct in all respects as of the date hereof and as of the Closing Date (other than representations and warranties that by their terms address matters only as of a specified time, which shall be true and correct only as of such time) and (iv) the representations and warranties set forth in Section 3.09(b) shall be true in correct in all material respects as of the date hereof and as of the Closing Date.

(b) Agreements and Covenants. The Company shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Dissenting Shareholders. The holders of no more than 10% of the Shares (except as set forth in Section 7.02(c) of the Company Disclosure Schedule) shall have validly served a notice of objection under Section 238(2) of the CICL or a notice of dissent under Section 238(5) of the CICL.

(d) Officer Certificate. The Company shall have delivered to Parent a certificate, dated the Closing Date, signed by a senior executive officer of the Company, certifying as to the satisfaction of the conditions specified in Section 7.02(a), Section 7.02(b) and Section 7.02(e).

(e) No Material Adverse Effect. No Company Material Adverse Effect shall have occurred since the Original Execution Date and be continuing.

Section 7.03. Conditions to the Obligations of the Company.

The obligations of the Company to consummate the Merger are subject to the satisfaction or waiver (where permissible under applicable Law) of the following additional conditions at or prior to the Closing Date:

(a) Representations and Warranties. The representations and warranties of Parent and Merger Sub contained in this Agreement shall be true and correct in all respects (without giving effect to any qualification as to "materiality" set forth therein) as of the Original Execution Date and as of the Closing Date (other than (i) the Updated Parent Representations, which shall be true and correct as of the date hereof and as of the Closing Date, and (ii) representations and warranties that by their terms address matters only as of a specified time, which shall be true and correct only as of such time), except where the failure of such representations and warranties of Parent and Merger Sub to be so true and correct, individually or in the aggregate, have not, and would not reasonably be expected to, prevent, materially delay or materially impede or impair the ability of Parent and Merger Sub to consummate the Transactions.

(b) Agreements and Covenants. Each of Parent and Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Officer Certificate. Parent shall have delivered to the Company a certificate, dated the date of the Closing, signed by an executive officer of Parent, certifying as to the satisfaction of the conditions specified in Section 7.03(a) and Section 7.03(b).

Section 7.04. Frustration of Closing Conditions.

Prior to the Termination Date, none of the Company, Parent or Merger Sub may rely on the failure of any condition set forth in Article VII to be satisfied if such failure was caused by such party's failure to use the standard of efforts required from such party to comply with this Agreement and consummate the Transactions.

ARTICLE VIII

TERMINATION

Section 8.01. Termination by Mutual Consent.

This Agreement may be terminated and the Transactions may be abandoned at any time prior to the Effective Time by mutual written consent of Parent and the Company with the approval of their respective boards of directors (or in the case of the Company, acting only upon the recommendation of the Special Committee).

Section 8.02. Termination by Either the Company or Parent.

This Agreement may be terminated by either the Company (acting only upon the recommendation of the Special Committee) or Parent at any time prior to the Effective Time, if:

(a) the Effective Time shall not have occurred on or before August 18, 2019 (the "Termination Date"); or

(b) any Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any final and non-appealable Order, or taken any other final and non-appealable action, that has the effect of making consummation of the Transactions illegal or otherwise preventing or prohibiting consummation of the Transactions; or

(c) the Requisite Company Vote shall not have been obtained at the Shareholders' Meeting duly convened therefor and concluded or at any adjournment thereof;

provided, that the right to terminate this Agreement pursuant to this Section 8.02 shall not be available to any party whose failure to fulfill any of its obligations under this Agreement has been a material cause of, or resulted in, the failure of the applicable condition(s) being satisfied.

Section 8.03. Termination by the Company.

This Agreement may be terminated by the Company (acting only upon the recommendation of the Special Committee) at any time prior to the Effective Time, if:

(a) a breach of any representation, warranty, agreement or covenant of Parent or Merger Sub set forth in this Agreement shall have occurred, which breach (i) would give rise to the failure of a condition set forth in Section 7.03 and, as a result of such breach, such condition would not be capable of being satisfied prior to the Termination Date and (ii) is incapable of being cured or, if capable of being cured, is not cured by Parent or Merger Sub, as applicable, within thirty (30) days following receipt of written notice of such breach from the Company (or, if the Termination Date is less than thirty (30) calendar days from the date of receipt of such notice, by the Termination Date); *provided*, that the Company shall not have the right to terminate this Agreement pursuant to this Section 8.03(a) if the Company is then in breach of any representations, warranties, agreements or covenants of the Company hereunder that would give rise to the failure of a condition set forth in Section 7.02;

(b) (i) all of the conditions set forth in Section 7.01 and Section 7.02 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing) have been satisfied, (ii) the Company has delivered to Parent an irrevocable written notice confirming that all of the conditions set forth Section 7.03 have been satisfied (or that the Company is willing to waive any unsatisfied conditions in Section 7.03) and that it is ready, willing and able to consummate the Closing and (iii) Parent and Merger Sub fail to complete the Closing within ten (10) Business Days following the date on which the Closing should have occurred pursuant to Section 1.02; or

(c) prior to receipt of the Requisite Company Vote, (i) the Company Board (acting only upon the recommendation of the Special Committee) or the Special Committee (to the extent it is within the authority of the Special Committee) shall have authorized the Company to enter into an Alternative Acquisition Agreement with respect to a Superior Proposal and (ii) the Company concurrently with the termination of this Agreement enters into an Alternative Acquisition Agreement with respect to the Superior Proposal referred to in the foregoing clause (i); *provided*, that the Company shall not be entitled to terminate this Agreement pursuant to this Section 8.03(c) unless the Company has complied in all respects with the requirements of Section 6.04 with respect to such Superior Proposal and/or Alternative Acquisition Agreement and with Section 8.06(a) and pays in full the Company Termination Fee prior to or concurrently with taking any action pursuant to this Section 8.03(c), and any purported termination pursuant to this Section 8.03(c) shall be void and of no force or effect if the Company shall not have paid the Company Termination Fee.

Section 8.04. Termination by Parent.

This Agreement may be terminated by Parent at any time prior to the Effective Time, if:

(a) a breach of any representation, warranty, agreement or covenant of the Company set forth in this Agreement shall have occurred, which breach (i) would give rise to the failure of a condition set forth in Section 7.02 and, as a result of such breach, such condition would not be capable of being satisfied prior to the Termination Date and (ii) is incapable of being cured or, if capable of being cured, is not cured by the Company within thirty (30) days following receipt of written notice of such breach from Parent or Merger Sub, as applicable (or, if the Termination Date is less than thirty (30) calendar days from the date of receipt of such notice, by the Termination Date); *provided*, that Parent shall not have the right to terminate this Agreement pursuant to this Section 8.04(a) if either Parent or Merger Sub is then in breach of any representations, warranties or covenants of Parent or Merger Sub hereunder that would give rise to the failure of a condition set forth in Section 7.03; or

(b) the Company Board or any committee thereof shall have effected a Change in the Company Recommendation.

Section 8.05. Effect of Termination.

In the event of the termination of this Agreement pursuant to Article VIII, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto (or any Representative of such party (including any Debt Financing Source Related Party)); *provided*, that the terms of Section 6.03(c), Section 6.12, Articles VIII and IX shall survive any termination of this Agreement.

Section 8.06. Termination Fee and Expenses.

(a) In the event that:

(i) (A) a bona fide proposal or offer with respect to a Competing Transaction shall have been publicly made, proposed or communicated (and not publicly withdrawn), after the date hereof and prior to the Shareholders' Meeting (or prior to the termination of this Agreement if there has been no Shareholders' Meeting), (B) following the occurrence of an event described in the preceding clause (A), this Agreement is terminated by the Company or Parent pursuant to Section 8.02(a) or Section 8.02(c), and (C) within 12 months after the termination of this Agreement, the Company or any of its Subsidiaries consummates, or enters into a definitive agreement in connection with, any Competing Transaction by a Third Party (in each case whether or not the Competing Transaction was the same Competing Transaction referred to in Clause (A)); *provided*, that for purposes of this Section 8.06(a), all references to "15%" in the definition of "Competing Transaction" shall be deemed to be references to "50%";

(ii) this Agreement is terminated by Parent pursuant to Section 8.04; or

(iii) this Agreement is terminated by the Company pursuant to Section 8.03(c),

then the Company shall pay to Parent or its designees an amount equal to US$14,062,642 (the "Company Termination Fee") by wire transfer of same day funds as promptly as possible (but in any event (A) within two (2) Business Days after such termination in the case of a termination referred to in clause (ii), (B) at least one (1) Business Day prior to and as a condition of the consummation by the Company of a Competing Transaction or entry by the Company into the definitive agreement in connection with a Competing Transaction in the case of a termination referred to in clause (i) or (C) prior to or concurrently with the termination of this Agreement in the case of a termination pursuant to clause (iii); it being understood that in no event shall the Company be required to pay the Company Termination Fee on more than one occasion.

(b) Parent will pay, or cause to be paid, to the Company an amount equal to US$28,125,283 (the "Parent Termination Fee") if this Agreement is terminated by the Company pursuant to Section 8.03(a) or Section 8.03(b), such payment to be made as promptly as possible (but in any event within five (5) Business Days) following such termination by wire transfer of same day funds); it being understood that in no event shall Parent be required to pay the Parent Termination Fee on more than one occasion.

(c) Except as set forth in Section 8.06(d), all Expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such Expenses, whether or not the Merger or any other Transaction is consummated.

(d) In the event that the Company fails to pay the Company Termination Fee, or Parent fails to pay the Parent Termination Fee, when due and in accordance with the requirements of this Agreement, the Company or Parent, as the case may be, shall reimburse the other party for reasonable costs and expenses actually incurred or accrued by the other party (including fees and expenses of counsel) in connection with the collection under and enforcement of this Section 8.06, together with interest on such unpaid Company Termination Fee or Parent Termination Fee, as the case may be, commencing on the date that the Company Termination Fee or Parent Termination Fee, as the case may be, became due, at the prime rate as published in the Wall Street Journal Table of Money Rates on such date plus 2.00%. Such collection expenses shall not otherwise diminish in any way the payment obligations hereunder.

(e) Each of the Company, Parent and Merger Sub acknowledges that (i) the agreements contained in this Section 8.06 are an integral part of the Transactions, (ii) the damages resulting from termination of this Agreement under circumstances where a Company Termination Fee or Parent Termination Fee is payable are uncertain and incapable of accurate calculation and therefore, the amounts payable pursuant to Section 8.06(a) or Section 8.06(b) are not a penalty but rather constitute amounts akin to liquidated damages in a reasonable amount that will compensate Parent or the Company, as the case may be, for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, and (iii) without the agreements contained in this Section 8.06, the parties hereto would not have entered into this Agreement.

(f) Subject to Section 9.08, the Equity Commitment Letters and the Guarantees, in the event that Parent or Merger Sub fails to effect the Closing for any reason or no reason or they otherwise breach this Agreement (whether willfully, intentionally, unintentionally or otherwise) or otherwise fail to perform hereunder (whether willfully, intentionally, unintentionally or otherwise), then the Company's right to terminate this Agreement and receive the Parent Termination Fee pursuant to Section 8.06(b) and expenses under Section 8.06(d) and the guarantee of such obligations pursuant to the Guarantees (subject to their terms, conditions and limitations), shall be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of any Group Company and all members of the Company Group against (A) Parent, Merger Sub, the Guarantors, the Rollover Shareholders and the Sponsors, (B) the former, current and future holders of any equity, partnership or limited liability company interest, controlling persons, directors, officers, employees, agents, attorneys, Affiliates, members, managers, general or limited partners, stockholders, or assignees of Parent, Merger Sub or any Guarantor, Rollover Shareholder or Sponsor, (C) any lender or prospective lender, lead arranger, arranger, agent or representative of or to Parent, Merger Sub or any Guarantor, Rollover Shareholder or Sponsor, including the Debt Financing Source Related Parties, or (D) any holders or future holders of any equity, stock, partnership or limited liability company interest, controlling persons, directors, officers, employees, agents, attorneys, Affiliates, members, managers, general or limited partners, stockholders, assignees of any of the foregoing (clauses (A) through (D) of this Section 8.06(f), collectively, the "Parent Group"), for any loss or damage suffered as a result of any breach of any representation, warranty, covenant or agreement (whether willfully, intentionally, unintentionally or otherwise) or failure to perform hereunder (whether willfully, intentionally, unintentionally or otherwise) or other failure of the Merger or the other Transactions to be consummated (whether willfully, intentionally, unintentionally or otherwise). For the avoidance of doubt, neither Parent nor any other member of the Parent Group shall have any liability for monetary damages of any kind or nature or arising in any circumstance in connection with this Agreement or any of the Transactions (including the Equity Commitment Letters, the Contribution and Support Agreement, the Guarantees and the Debt Commitment Letter) other than the payment of the Parent Termination Fee pursuant to Section 8.06(b) and the expenses pursuant to Section 8.06(d), and in no event shall any Group Company, the direct or indirect shareholders of the Company or any other Group Company, or any of their respective Affiliates, directors, officers, employees, members, managers, partners, representatives, advisors or agents of the foregoing, (collectively, the "Company Group") seek, or permit to be sought, on behalf of any member of the Company Group, any monetary damages from any member of the Parent Group in connection with this Agreement or any of the Transactions (including the Equity Commitment Letters, the Contribution and Support Agreement, the Guarantees and the Debt Commitment Letter), other than (without duplication) from Parent or Merger Sub to the extent provided in Section 8.06(b) and Section 8.06(d), or the Guarantors to the extent provided in the relevant Guarantee.

(g) Subject to Section 9.08, Parent's right to terminate this Agreement and receive the Company Termination Fee pursuant to Section 8.06(a) and expenses under Section 8.06(d), shall be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of any member of the Parent Group against any member of the Company Group for any loss or damage suffered as a result of any breach of any representation, warranty, covenant or agreement (whether willfully, intentionally, unintentionally or otherwise) or failure to perform hereunder (whether willfully, intentionally, unintentionally or otherwise) or other failure of the Merger to be consummated (whether willfully, intentionally, unintentionally or otherwise). Neither the Company nor any other member of the Company Group shall have any liability for monetary damages of any kind or nature or arising in any circumstance in connection with this Agreement or any of the Transactions other than the payment by the Company of the Company Termination Fee pursuant to Section 8.06(a) and the expenses under Section 8.06(d), and in no event shall any of Parent, Merger Sub or any other member of the Parent Group seek, or permit to be sought, on behalf of any member of the Parent Group, any monetary damages from any member of the Company Group in connection with this Agreement or any of the Transactions, other than (without duplication) from the Company to the extent provided in Section 8.06(a) and Section 8.06(d).

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. Non-Survival of Representations, Warranties and Agreements.

The representations, warranties and agreements in this Agreement and in any certificate delivered pursuant hereto shall terminate at the earlier of the Effective Time and termination of this Agreement pursuant to Article VIII, except that this Section 9.01 shall not limit any covenant or agreement of the parties hereto that by its terms contemplates performance after the Effective Time or termination of this Agreement, including the agreements set forth in Article I and Article II, Section 6.06 and this Article IX.

Section 9.02. Notices.

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile or by international overnight courier to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.02):

if to Parent or Merger Sub:

c/o MBK Partners Management Consulting (Shanghai) Co., Ltd.
Unit 3904, K.Wah Center
1010 Huai Hai M. Road
Shanghai, China
Attention: Hongfei Yu
Lei Han
Facsimile: +86 21 3401 2999
E-mail: hongfei.yu@mbkpartnerslp.com
lei.han@mbkpartnerslp.com

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
29/F, Alexandra House
18 Chater Road, Central
Hong Kong
Attention: Tim Gardner, Esq.
Wiliam Welty, Esq.
Facsimile: +852 3015 9354
Email: tim.gardner@weil.com
william.welty@weil.com

if to the Company:

eHi Car Services Limited
Unit 12/F, Building No. 5, Guosheng Center
388 Daduhe Road, Shanghai, 200062
People's Republic of China
Attention: Colin Sung
Facsimile: +86 021-5489-1121
Email: colin.sung@ehi.com.cn

with a copy (which shall not constitute notice) to:

Fenwick & West LLP
801 California Street
Mountain View, California 94041
United States of America
Attention: David Michaels, Esq.
Ken Myers, Esq.
Facsimile: +1 (650) 938-5200
Email: dmichaels@Fenwick.com
kmyers@fenwick.com

and to:

O'Melveny & Myers LLP
Plaza 66, Tower 1, 37th Floor
1266 Nanjing Road West
Shanghai 200040
People's Republic of China
Attention: Portia Ku, Esq.
Nima Amini, Esq.
Vincent Lin, Esq.

Facsimile: +86-21-2307-7300
Email: pku@omm.com
namini@omm.com
vlin@omm.com

Section 9.03. Certain Definitions.

(a) For purposes of this Agreement:

"2010 Performance Incentive Plan" means the eHi Auto Services Limited Amended and Restated 2010 Performance Incentive Plan and all amendments and modifications thereto.

"2014 Performance Incentive Plan" means the eHi Car Services Limited 2014 Performance Incentive Plan and all amendments and modifications thereto.

"2022 Indenture" means the Indenture, dated as of August 14, 2017, among the Company, its subsidiary guarantors and DB Trustees (Hong Kong) Limited, as trustee, constituting US$400,000,000 Senior Notes due 2022, and all amendments and modifications thereto.

"2022 Notes" means the 5.875% Senior Notes of the Company due August 14, 2022 issued under the 2022 Indenture.

"Acceptable Confidentiality Agreement" means a confidentiality agreement that contains provisions that are no less favorable in the aggregate to the Company than those contained in the Confidentiality Agreements; *provided*, that such agreement and any related agreements shall not include any provision calling for any exclusive right to negotiate with such party or having the effect of prohibiting the Company from satisfying its obligations under this Agreement.

"Affiliate" of a specified person means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

"Amended and Restated Contribution and Support Agreement" means that certain Amended and Restated Contribution and Support Agreement, dated as of February 18, 2019, by and among the Rollover Shareholders, Midco, Holdco and Parent.

"Amended and Restated Interim Investors Agreement" means that certain Amended and Restated Interim Investors Agreement, dated as of February 18, 2019, by and among the Rollover Shareholders, MBKP, Crawford, Ocean, Holdco, Midco, Parent and Merger Sub.

"Anticorruption Laws" means Laws relating to anti-bribery or anticorruption (governmental or commercial) that apply to the business and dealings of any Group Company, including the PRC Law on Anti-Unfair Competition adopted on September 2, 1993, the Interim Rules on Prevention of Commercial Bribery issued by the PRC State Administration of Industry and Commerce on November 15, 1996 and the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time.

"Baring" means, collectively, the Baring Asia Private Equity Fund VI, L.P.1, the Baring Asia Private Equity Fund VI, L.P.2 and the Baring Asia Private Equity Fund VI Co-investment L.P.

"BPEA Support Agreement" means that certain Support Agreement, dated as of February 18, 2019, by and among BPEA Teamsport Limited, Holdco, Midco and Parent.

"Business Day" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in (i) New York, New York, United States of America, (ii) the Hong Kong Special Administrative Region of the PRC, (iii) the PRC or (iii) the Cayman Islands.

"Chairman" means Mr. Ray RuiPing Zhang.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Disclosure Schedule" means the disclosure schedule delivered by the Company to and accepted by Parent and Merger Sub on the Original Execution Date.

"Company Employee Agreement" means any management, employment, severance, change in control, transaction bonus, consulting, repatriation or expatriation agreement or other contract between any Group Company and any current or former employee, director or officer of such Group Company.

"Company Employee Plan" means any "employee benefit plan" (within the meaning of Section 3(3) of ERISA) and each other plan, program, policy, practice, Contract or other arrangement providing for compensation, severance, change in control, retirement, supplemental retirement, retiree medical, bonus, employment, stock purchase, termination pay, deferred compensation, performance awards, share or share-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written, unwritten or otherwise, that is or has been maintained, contributed to or required to be contributed to by any Group Company for the benefit of any current or former employee, director or officer of such Group Company, or with respect to which such Group Company has or may have any liability or obligation.

"Company IT Assets" means all Software, systems, servers, computers, hardware, firmware, middleware, networks, data, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation owned by or licensed, pursuant to valid and enforceable license agreements, to the Company and its Subsidiaries.

"Company Material Adverse Effect" means any fact, event, circumstance, change, condition, occurrence or effect that, individually or in the aggregate with all other facts, events, circumstances, changes, conditions, occurrences and effects (including any change in applicable Law or the interpretation or enforcement thereof or other regulatory change that affects the Company or any of its Subsidiaries), is or would reasonably be expected to (i) have a material adverse effect on the business, condition (financial or otherwise), assets, liabilities, properties or results of operations of the Company and its Subsidiaries taken as a whole or (ii) prevent the consummation of the Transactions; *provided*, that the determination of whether a Company Material Adverse Effect shall have occurred shall not take into account any fact, event, circumstance, change, condition, occurrence or effect occurring after the Original Execution Date to the extent resulting from (A) geopolitical conditions, any outbreak or escalation of war or major hostilities or any act of sabotage or terrorism or natural or man-made disasters or other force majeure events, (B) changes in Laws, GAAP or enforcement or interpretation thereof, in each case proposed, adopted or enacted after the Original Execution Date, (C) changes or conditions that generally affect the industry and market in which the Company and its Subsidiaries operate, including changes to interest rates or foreign exchange, (D) changes in the financial, credit or other securities or capital markets, or in general economic, business, regulatory, legislative or political conditions, (E) any failure, in and of itself, of the Company and its Subsidiaries to meet any internal or published projections, estimates, budgets, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics or predictions or changes in the market price or trading volume of the securities of such person or the credit rating of such person (it being understood that the underlying facts giving rise or contributing to such failure or change may be taken into account in determining whether there has been a Company Material Adverse Effect if such facts are not otherwise excluded under this definition), (F) the announcement, pendency or consummation of the Transactions, including any loss in respect of or change in relationship with any customer, supplier, employee, vendor, or other business partner of the Company due to the identity of Parent or its Affiliates, (G) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries at the written request, or with the written consent, of Parent or expressly required by the Original Merger Agreement or this Agreement, (H) changes or conditions occurring after the Original Agreement Date and prior to the Amended Execution Date that have been disclosed by the Company in writing to Parent on the date hereof, or (I) any suit, claim, request for indemnification or proceeding brought by any current or former shareholder of the Company (on their own behalf or on behalf of the Company) for breaches of fiduciary duties, violations of the securities Laws or otherwise in connection with the Original Merger Agreement, this Agreement or the Transactions; except, in the case of clause (A), (B), (C) or (D), to the extent having a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other participants in the industry in which the Company and its Subsidiaries operates (in which case the incremental materially disproportionate impact or impacts may be taken into account in determining whether there has been a Company Material Adverse Effect).

"Company Option" means each option to purchase Shares granted under the Performance Incentive Plans on or prior to the Closing Date whether or not such option has become vested on or prior to the Closing Date in accordance with the terms thereof.

"Company RS" means each share of restricted stock granted under the Performance Incentive Plans on or prior to the Closing Date, the restrictions over which have not lapsed on or prior to the Closing Date in accordance with the terms thereof.

"Competing Transaction" means any of the following (other than the Transactions): (i) any merger, consolidation, share exchange, business combination, scheme of arrangement, amalgamation, recapitalization, liquidation, dissolution or other similar transaction involving the Company or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 15% or more of the consolidated assets of the Company or to which 15% or more of the total revenue or net income of the Company are attributable; (ii) any sale, lease, exchange, transfer or other disposition of assets or businesses that constitute or represent 15% or more of the total revenue, net income or assets of the Company and its Subsidiaries, taken as a whole; (iii) any sale, exchange, transfer or other disposition of 15% or more of any class of equity securities of the Company, or securities convertible into or exchangeable for 15% or more of any class of equity securities of the Company; (iv) any tender offer or exchange offer that, if consummated, would result in any person beneficially owning 15% or more of any class of equity securities of the Company; or (v) any combination of the foregoing.

"Confidentiality Agreements" means the confidentiality agreements between the Company and each Sponsor (or an affiliate thereof), as amended and restated from time to time.

"Contract" means any note, bond, mortgage, indenture, deed of trust, contract, agreement, lease, license, permit, franchise or other instrument.

"Contribution and Support Agreement" means the Amended and Restated Contribution and Support Agreement; *provided* that with respect to time periods prior to the Amended Execution Date, as applicable, "Contribution and Support Agreement" shall instead mean that certain Contribution and Support Agreement, dated as of April 6, 2018, by and among the Rollover Shareholders, Midco, Holdco and Parent.

"control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or the possession of voting power, as trustee or executor, by contract (including contractual arrangements similar to those provided by the Control Agreements) or credit arrangement or otherwise.

"Control Agreements" means each of the Contracts described under the caption "Item 4.C. Information on the Company–C. Organizational Structure" in the Company's annual report on Form 20-F filed with the SEC on April 27, 2017, which (i) provide the Company with effective control over its VIEs, (ii) provide any Group Company the right or option to purchase the equity interests in any VIE or (iii) transfer economic benefits from any VIE to any other Subsidiary of the Company.

"Crawford" means The Crawford Group, Inc.

"Ctrip" means Ctrip Investment Holding Ltd.

"Debt Commitment Letter" has the meaning ascribed to such term in the Original Merger Agreement.

"Debt Financing" has the meaning ascribed to such term in the Original Merger Agreement.

"Debt Financing Source Related Parties" has the meaning ascribed to such term in the Original Merger Agreement.

"Debt Financing Sources" has the meaning ascribed to such term in the Original Merger Agreement.

"Definitive Debt Documents" has the meaning ascribed to such term in the Original Merger Agreement.

"Environmental Laws" means any applicable national, provincial, federal, state or local Law of any jurisdiction, relating to (i) pollution, (ii) the protection of human health and safety (including workplace health and safety) or the environment, including the storage, use, transport or disposal of solid and hazardous waste, discharges of substances to surface water or groundwater, air emissions, recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances, and all Laws relating to endangered or threatened species of fish, wildlife and plants and the management or use of natural resources, and (iii) the handling, use, transportation, disposal, release or threatened release of any Hazardous Substance.

"Equity Commitment Letter" means each New Sponsor Equity Commitment Letter (as the same may be supplemented or amended from time to time in accordance with this Agreement); *provided* that with respect to time periods prior to the Amended Execution Date, as applicable, "Equity Commitment Letter" shall instead mean each of the equity commitment letters, dated as of April 6, 2018, executed by the Sponsors.

"Equity Financing" means the financing contemplated by the Equity Commitment Letters.

"Equity Securities" shall mean any share, capital stock, registered capital, partnership, member or similar interest in any entity and any option, warrant, right or security convertible, exchangeable or exercisable therefor or any other instrument or right the value of which is based on any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Company or any of its subsidiaries is treated as a single employer under Section 414 of the Code.

"Excluded Shares" means, collectively, (i) the Rollover Shares and (ii) Shares held by Holdco, Parent, the Company or any of their Subsidiaries.

"Exercise Price" means, with respect to any Company Option, the applicable exercise price per Share underlying such Company Option.

"Expenses" means, with respect to any party hereto, all out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, investment banking firms and other financial institutions, experts and consultants to such party and its Affiliates) actually incurred or accrued by such party or its Affiliates or on its or their behalf or for which it or they are liable in connection with or related to the authorization, preparation, negotiation, execution and performance of the Transactions, the preparation, printing, filing and mailing of the Schedule 13E-3 and the Proxy Statement, the solicitation of shareholder approval, the filing of any required notices under applicable Laws (including those related to Requisite Regulatory Approvals) and all other matters related to the closing of the Merger and the other Transactions.

"Facility Agreement" means the Credit Facility, dated 27 November 2018, for eHi Car Services Limited.

"Financing Documents" means the Equity Commitment Letters; *provided* that with respect to time periods prior to the Amended Execution Date, as applicable, "Financing Documents" shall instead have the meaning ascribed to such term in the Original Merger Agreement.

"Government Official" means any officer, employee or other individual acting in an official capacity for a Governmental Authority or agency or instrumentality thereof (including any state-owned or controlled enterprise).

"Group Company" means any of the Company and its Subsidiaries.

"GS Shares" means the Class B Shares held by GS Car Rental HK Limited and GS Car Rental HK Parallel Limited.

"GS Purchase Agreement" means any agreement providing for the direct or indirect purchase of GS Shares by one or more members of the Parent Group.

"Guarantee" means each New Guarantee (as the same may be supplemented or amended from time to time in accordance with this Agreement); *provided* that with respect to time periods prior to the Amended Execution Date, as applicable, "Guarantee" shall instead mean each of the limited guarantees, dated as of April 6, 2018, executed by the Guarantors in favor of the Company.

"Guarantors" means L & L Horizon, LLC, MBKP, Crawford, Dongfeng Asset Management Co. Ltd., Ctrip and Ocean, and a "Guarantor" means any of them; *provided* that with respect to time periods prior to the Amended Execution Date, as applicable, "Guarantor" shall instead mean L & L Horizon, LLC, MBKP, Baring, Crawford, Dongfeng Asset Management Co. Ltd. and Redstone.

"Hazardous Substance" means any materials, chemicals, pollutants, contaminants, wastes, toxic or hazardous substances, including (i) those listed or classified or regulated under any Environmental Law as hazardous substance, toxic substance, pollutant, contaminant or oil, (ii) those that can cause harm to living organisms, human welfare or the environment, (iii) those whose presence, handling or management requires registration, authorization, investigation or remediation under Environmental Law and (iv) any petroleum product or by product, asbestos containing material, polychlorinated biphenyl, radioactive material, lead, pesticides, natural gas and nuclear fuel.

"Ignition SPA" means that certain Secondary Stock Purchase Agreement, dated as of August 9, 2018, by and among Ignition Growth Capital I, L.P., Ignition Growth Managing Directors Fund I, LLC, ICG Holdings 1, LLC, ICG Holdings 2, LLC and Crawford.

"Indebtedness" means, with respect to any person, (i) all indebtedness of such person, whether or not contingent, for borrowed money, (ii) all obligations of such person for the deferred purchase price of property or services, (iii) all obligations of such person evidenced by notes, bonds, debentures or other similar instruments, (iv) all obligations of such person under currency, interest rate or other swaps, and all hedging and other obligations of such person under other derivative instruments, (v) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (vi) all obligations of such person as lessee under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (vii) all obligations, contingent or otherwise, of such person under acceptance, letter of credit or similar facilities, (vii) all obligations of such person to purchase, redeem, retire, defease or otherwise acquire for value any share capital of such person or any warrants, rights or options to acquire such share capital, valued, in the case of redeemable preferred shares, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (ix) all Indebtedness of others referred to in clauses (i) through (viii) of this definition guaranteed directly or indirectly in any manner by such person, and (x) all Indebtedness referred to in clauses (i) through (viii) of this definition secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Liens on property (including accounts and contract rights) owned by such person, even though such person has not assumed or become liable for the payment of such Indebtedness.

"Insolvent" means, with respect to any person (i) the present fair saleable value of such person's assets is less than the amount required to pay such person's total Indebtedness, (ii) such person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) such person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature, or (iv) such person has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

"Intellectual Property" means all rights, anywhere in the world, in or to (i) patents, patent applications (and any patents that issue from those patent applications), certificates of invention, substitutions relating to any of the patents and patent applications, utility models, inventions and discoveries, statutory invention registrations, mask works, invention disclosures, industrial designs, community designs and other designs, and any other governmental grant for the protection of inventions or designs; (ii) Trademarks; (iii) works of authorship (including Software) and copyrights, and moral rights, design rights and database rights therein and thereto, whether or not registered; (iv) confidential and proprietary information, including trade secrets, know-how and invention rights; (v) rights of privacy and publicity; (vi) registrations, applications, renewals, reissues, reexaminations, continuations, continuations-in-part, divisions, extensions, and foreign counterparts for any of the foregoing in clauses (i)-(v) of this definition; and (vii) any and all other intellectual property or proprietary rights.

"Interim Investors Agreement" means the Amended and Restated Interim Investors Agreement; *provided* that, prior to the Amended Execution Date, "Interim Investors Agreement" shall instead mean that certain Interim Investors Agreement, dated as of April 6, 2018, by and among the Rollover Shareholders, Baring, MBKP, Redstone, Crawford, Holdco, Midco, Parent and Merger Sub.

"Intervening Event" means a material event, development or change with respect to the Company and its Subsidiaries or the business of the Company and its Subsidiaries, that (i) is unknown by the Company Board and the Special Committee as of or prior to the date hereof and (ii) occurs, arises or becomes known to the Company Board or the Special Committee after the date hereof and on or prior to the receipt of the Requisite Company Vote; *provided*, that the receipt by the Company of a Competing Transaction or Superior Proposal will not be deemed to constitute an Intervening Event.

"knowledge" means, with respect to the Company, the actual knowledge of the individuals listed in Section 9.03(a) of the Company Disclosure Schedule, in each case, after such inquiry of such individual's direct reports as would be usual or proper in connection with the ordinary course of such individual's position at the Company consistent with past practice, and with respect to any other party hereto, the actual knowledge of any director or executive officer of such party, in each case, after due inquiry.

"Leased Real Property" shall mean all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by any Group Company.

"Leasehold Improvements" shall mean all buildings, structures, improvements and fixtures located on any Leased Real Property which are owned by any Group Company, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other Third Party upon the expiration or termination of the Lease for such Leased Real Property.

"Leases" shall mean all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guarantees and other agreements with respect thereto, pursuant to which any Group Company holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of any Group Company.

"Liens" means any security interest, pledge, hypothecation, mortgage, lien (including environmental and Tax liens), violation, charge, lease, license, encumbrance, servient easement, adverse claim, reversion, reverter, preferential arrangement, restrictive covenant, condition or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

"Material Lease" means any Lease, to which any Leased Real Property is subject, that is material to the operations of a Group Company.

"MBKP" means MBK Partners Fund IV, L.P.

"New Access SPA" means that certain Share Purchase Agreement, dated as of February 18, 2019, by and among New Access Capital International Limited, New Access Investments Group Limited and Holdco.

"New Guarantee" means each of the limited guarantees and amended and restated limited guarantees, as applicable, dated as of February 18, 2019, executed by the Guarantors in favor of the Company with respect to certain obligations of Parent under this Agreement.

"New Sponsor Equity Commitment Letter" means each of the equity commitment letters and amended and restated equity commitment letters, as applicable, dated as of February 18, 2019, executed by the Sponsors, pursuant to which each such Sponsor has committed to purchase, or cause the purchase of, for cash, subject to the terms and conditions thereof, equity securities of Holdco, up to the aggregate amount set forth therein.

"Ocean" means Ocean Imagination L.P.

"Original Parent Group Contracts" means the Parent Group Contracts (as defined in the Original Merger Agreement), other than the Tiger SPA (as defined in the Original Merger Agreement).

"Owned Real Property" shall mean all real property and interests in real property (including any land use rights) together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, owned by any Group Company.

"Parent Group Contracts" means (i) the Tiger SPA, (ii) the Equity Commitment Letters, (iii) the Guarantees, (iv) the Contribution and Support Agreement, (v) the Interim Investors Agreement, (vi) the Termination Agreement, (vii) the Settlement Agreement, (viii) the Ignition SPA, (ix) the Crawford ROFO Exercise, (x) the Ctrip ROFO Exercise, (xi) the BPEA Support Agreement, and (xii) the New Access SPA.

"Performance Incentive Plans" means the 2010 Performance Incentive Plan and the 2014 Performance Incentive Plan.

"Permit" means any franchise, grant, authorizations license, permit, easement, variance, exceptions, consent, certificate, approval or order of, or registration by, any Governmental Authority.

"Permitted Encumbrances" shall mean, (i) Liens for Taxes, assessments and charges or levies by Governmental Authorities not yet due and payable or that are being contested in good faith and by appropriate proceedings, (ii) mechanics', carriers', workmen's, repairmen's, materialmen's or other Liens or security interests arising or incurred in the ordinary course of business (A) relating to obligations as to which there is no default on the part of the Company or any of its Subsidiaries or (B) that secure a liquidated amount, that are being contested in good faith and by appropriate proceedings, (iii) leases, subleases and licenses (other than capital leases and leases underlying sale and leaseback transactions), (iv) pledges or deposits to secure obligations under workers' compensation Laws or similar legislation or to secure public or statutory obligations, (v) pledges and deposits to secure the performance of bids, trade contracts, leases, surety and appeal bonds, performance bonds and other obligations of a similar nature, in each case in the ordinary course of business, (vi) easements, covenants and rights of way (unrecorded and of record) and other similar restrictions of record, and zoning, building and other similar restrictions, in each case that do not adversely affect in any material respect the current use of the applicable property owned, leased, used or held for use by the Company or any of its Subsidiaries, (vii) Liens that have otherwise been disclosed to Parent in writing as of the Original Execution Date, (viii) outbound license agreements and non-disclosure agreements entered into in the ordinary course of business or (ix) standard survey and title exceptions.

"person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Redstone" means RedStone Capital Management (Cayman) Limited.

"Rollover Shareholders" means L & L Horizon, LLC, Dongfeng Asset Management Co. Ltd., Crawford, Ctrip, CDH Car Rental Service Limited, ICG Holdings 1, LLC and ICG Holdings 2, LLC and, upon the execution and delivery of an adherence agreement to the Amended and Restated Interim Investors Agreement and an adherence agreement to the Amended and Restated Contribution and Support Agreement pursuant to Section 3.3 of the Amended and Restated Contribution and Support Agreement, each applicable GS Holdco (as defined in the Amended and Restated Contribution and Support Agreement), if any; *provided* that with respect to time periods prior to the Amended Execution Date, as applicable, "Rollover Shareholders" shall instead mean L & L Horizon, LLC, BPEA Teamsport Limited, Dongfeng Asset Management Co. Ltd. and Crawford.

"Rollover Shares" has the meaning ascribed to it in the Contribution and Support Agreement.

"SAFE Circular 7" means Circular 7, issued by SAFE on February 15, 2012, titled "Notice of Issues Related to the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Listed Company," or any successor rule or regulation under the Law of the PRC.

"SAFE Circular 37" means Circular 37, issued by SAFE on July 4, 2014, titled "Notice of the State Administration of Foreign Exchange on the Administration of Foreign Exchange Involved in Overseas Investment, Financing and Round-Trip Investment Conducted by Domestic Residents through Special Purpose Vehicles," effective as of July 4, 2014, or any successor rule or regulation under the Law of the PRC.

"SAFE Circular 75" means Circular 75, issued by SAFE on October 21, 2005, titled "Notice Regarding Certain Administrative Measures on Financing and Inbound Investments by PRC Residents Through Offshore Special Purpose Vehicles," effective as of November 1, 2005, and replaced by SAFE Circular 37 on July 4, 2014.

"SAFE Circular 78" means Circular 78, issued by SAFE on March 28, 2007, titled "Notice of the SAFE on Foreign Exchange Administration of the Involvement of Domestic Individuals in the Employee Stock Ownership Plans and Share Option Schemes of Overseas Listed Companies," effective as of March 28, 2007 and replaced by SAFE Circular 7 on February 15, 2012.

"SAFE Circulars" means, to the extent applicable, any of SAFE Circular 78, SAFE Circular 7, SAFE Circular 75 or SAFE Circular 37.

"Shareholders' Meeting" means the meeting of the Company's shareholders (including any adjournments or delays thereof) to be held to consider the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger.

"Settlement Agreement" means that certain Global Settlement Agreement, dated as of February 18, 2019, by and among Crawford, Ctrip, Ocean and the other parties thereto.

"Social Security Benefits" means any social insurance, pension insurance benefits, medical insurance benefits, work-related injury insurance benefits, maternity insurance benefits, unemployment insurance benefits and public housing reserve fund benefits or similar benefits, in each case as required by any applicable Law or contractual arrangements.

"Software" means all (i) computer programs, applications, systems and code, including software implementations of algorithms, models and methodologies, program interfaces, and source code and object code, and firmware, operating systems and specifications, (ii) Internet and intranet websites, databases and compilations, including data and collections of data, whether machine-readable or otherwise, (iii) development and design tools, library functions and compilers, (iv) technology supporting websites, and the contents and audiovisual displays of websites, and (v) media, documentation and other works of authorship, including user manuals, training materials, descriptions, flow charts and other work products relating to or embodying any of the foregoing or on which any of the foregoing is recorded.

"Special Committee" means a committee of the Company Board consisting of members of the Company Board that are not affiliated with Parent or Merger Sub and are not members of the management of the Company.

"Sponsors" means MBKP, Crawford and Ocean; *provided* that, prior to the Amended Execution Date, "Sponsors" shall instead mean MBKP, Baring, Crawford and Redstone.

"Subsidiary" means, with respect to any party, any person (i) of which such party or any other Subsidiary of such party is a general or managing partner, (ii) of which at least a majority of the securities (or other interests having by their terms ordinary voting power to elect a majority of the board of directors or other performing similar functions with respect to such corporation or other organization) is, directly or indirectly, owned or controlled by such party or by any one or more of its Subsidiaries, or by such party and one or more of its Subsidiaries, (iii) whose assets and financial results are consolidated with the net earnings of such party and are recorded on the books of such party for financial reporting purposes in accordance with GAAP or (iv) which such party controls through the Control Agreements or similar contractual arrangements.

"Superior Proposal" means a bona fide written proposal or offer with respect to a Competing Transaction, which was not obtained in violation of Section 6.04, that would result in any person (or its shareholders, members or other equity owners) becoming the beneficial owner, directly or indirectly, of more than 50% of the assets (on a consolidated basis), or more than 50% of the total voting power of the equity securities, of the Company that (i) provides for the payment of either (A) cash consideration per Share to holders thereof that is in excess of the Per Share Merger Consideration and cash consideration per ADS to holders thereof that is in excess of the Per ADS Merger Consideration or (B) consideration in the form of publicly traded securities of a company listed on an internationally recognized securities exchange or automated quotation system with a fair market value that in the good faith judgment of the Special Committee after consultation with its financial advisor is in excess of the Per Share Merger Consideration to holders of Shares and in excess of the Per ADS Merger Consideration to holders of ADSs, and (ii) the Special Committee (to the extent it is within the authority of the Special Committee) has determined, or the Company Board has determined in its good faith judgment (upon the recommendation of the Special Committee), in each case, after consultation with its financial advisor and outside legal counsel, is reasonably likely to be consummated in accordance with its terms, taking into account all legal, financial and regulatory aspects of the proposal (including financing, regulatory or other consents and approvals, shareholder litigation, the identity of the person making the proposal, breakup or termination fee and expense reimbursement provisions, expected timing, risk and likelihood of consummation and other relevant events and circumstances), and would, if consummated, result in a transaction more favorable to the Company's shareholders (other than the Rollover Shareholders) from a financial point of view than the Transactions; *provided*, that no offer or proposal shall be deemed to be a "Superior Proposal" if any financing required to consummate the transaction contemplated by such offer or proposal is not committed or if the receipt of any such financing is a condition to the consummation of such transaction, or if the Company's recourse in the event such transaction is not consummated because of the failure to obtain financing is less favorable to the Company in any material respect than the Company's recourse in such an event hereunder.

"Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority or taxing authority, including: taxes or other charges on or with respect to income, franchise, windfall or other profits, gross receipts, occupation, property, real estate, deed, land use, sales, use, capital stock, payroll, severance, employment (including withholding obligations imposed on employer/payer), social security, workers' compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding (as payor or payee), ad valorem, stamp, transfer, value-added or gains taxes; license, registration and documentation fees; and customers' duties, tariffs and similar charges.

"Termination Agreement" means that certain Termination Agreement, dated as of February 18, 2019, by and among MBKP, Baring, Crawford L & L Horizon, LLC, BPEA Teamsport Limited, Dongfeng Asset Management Co. Ltd., Redstone, Holdco, Midco, Parent, Merger Sub and Fastforward Company Ltd, pursuant to which, among other things, each of Redstone's and Baring's participation as a Sponsor, and BPEA Teamsport's participation as a Rollover Shareholder, in the Transactions was terminated.

"Third Party" means any person or "group" (as defined under Section 13(d) of the Exchange Act) of persons, other than Parent or any of its Affiliates or Representatives.

"Tiger SPA" means that certain Securities Purchase Agreement by and between BPEA Teamsport Limited and Tiger Global Mauritius Fund dated as of February 23, 2018.

"Trademarks" means trademarks, service marks, logos, slogans, brand names, domain names, uniform resource locators, trade dress, trade names, corporate names, geographical indications and other identifiers of source or goodwill, including the goodwill symbolized thereby or associated therewith, in any and all jurisdictions, whether or not registered.

"Transactions" means the transactions contemplated by this Agreement and the Plan of Merger, including the Merger; *provided* that with respect to time periods prior to the Amended Execution Date, as applicable, "Transactions" shall instead mean the transactions contemplated by the Original Merger Agreement.

"Updated Company Representations" means the representations and warranties of the Company set forth in Sections 3.04, 3.05, 3.09(b), 3.15 and 3.19.

"Updated Parent Representations" means the representations and warranties of Parent and Merger Sub set forth in Sections 4.01(a), 4.02, 4.03, 4.05, 4.06, 4.09, 4.10 and 4.11.

"Vehicle Contract" means any Contract, to which any Group Company is a party or by which any Group Company is bound, that provides for (i) program car arrangements pursuant to which disposition price and holding period have been predetermined and fixed, (ii) the purchase by the Group Companies of rental fleet vehicles or (iii) the lease by the Group Companies of rental fleet vehicles.

"VIE" means each of (i) Shanghai eHi Information Technology Service Co., Ltd., and (ii) Shanghai eHi Car Sharing Information Technology Co., Ltd.

(b) The following terms have the meaning set forth in the Sections set forth below:

Defined Term	Location of Definition
Action	Section 3.10
ADSs	Section 2.01(b)
Agreement	Preamble
Alternative Acquisition Agreement	Section 6.04(c)
Amended Execution Date	Preamble
Arbitrator	Section 9.09(b)
Bankruptcy and Equity Exception	Section 3.04(a)
Change in the Company Recommendation	Section 6.04(c)
CICL	Section 1.01
Class A Shares	Section 2.01(a)
Class B Shares	Section 2.01(a)
Closing	Section 1.02
Closing Date	Section 1.02
Company	Preamble
Company Articles	Section 3.04(a)
Company Board	Recitals
Company Group	Section 8.06(f)
Company Intellectual Property	Section 3.13(a)
Company Real Property	Section 3.12(c)
Company Recommendation	Section 3.04(b)
Company Representatives	Section 3.06(c)
Company SEC Reports	Section 3.07(a)
Company Termination Fee	Section 8.06(a)
Crawford ROFO Exercise	Section 4.09
Ctrip ROFO Exercise	Section 4.09
Damages	Section 6.05(c)
Deposit Agreement	Section 2.06
Depositary	Section 2.06
Dissenting Shareholders	Section 2.03(a)
Dissenting Shares	Section 2.03(a)
Effective Time	Section 1.03
Environmental Permits	Section 3.17
Evaluation Date	Section 3.07(e)
Exchange Act	Section 3.05(b)
Exchange Fund	Section 2.04(a)
Financial Advisor	Section 3.04(c)
GAAP	Section 3.07(b)
Governmental Authority	Section 3.05(b)

Defined Term	Location of Definition
HKIAC	Section 9.09(b)
Holdco	Recitals
Improvements	Section 3.12(d)
Indemnified Parties	Section 6.05(b)
Law	Section 3.05(a)
Material Company Permits	Section 3.06(a)
Material Contracts	Section 3.16(a)
Merger	Recitals
Merger Consideration	Section 2.04(a)
Merger Sub	Preamble
Midco	Recitals
Notice of Superior Proposal	Section 6.04(d)
NYSE	Section 3.05(b)
Operating Subsidiary	Section 3.16(a)(xxiv)
Order	Section 7.01(b)
Original Execution Date	Recital
Original Merger Agreement	Recitals
Parent	Preamble
Parent Group	Section 8.06(f)
Parent Termination Fee	Section 8.06(b)
Paying Agent	Section 2.04(a)
Per ADS Merger Consideration	Section 2.01(b)
Per Share Merger Consideration	Section 2.01(a)
Plan of Merger	Section 1.03
PRC	Section 3.06(a)
Proxy Statement	Section 6.01
Record ADS Holders	Section 6.02(a)
Record Date	Section 6.02(a)
Representatives	Section 6.03(a)
Requisite Company Vote	Section 3.04(a)
Requisite Regulatory Approvals	Section 3.05(b)
Rules	Section 9.09(b)
SAFE	Section 3.06(a)
SAFE Rules and Regulations	Section 3.06(g)
SAT	Section 3.06(a)
Schedule 13E-3	Section 6.01(a)
SEC	Section 3.05(b)
Section 409A	Section 3.11(f)
Securities Act	Section 3.07(a)
Share Certificates	Section 2.04(b)
Shares	Section 2.01(a)
Superior Proposal Notice Period	Section 6.04(d)
Surviving Company	Section 1.01
Takeover Statute	Section 3.19
Termination Date	Section 8.02(a)
Uncertificated Shares	Section 2.01(b)

Section 9.04. Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 9.05. Interpretation.

When a reference is made in this Agreement to a Section, Article, Schedule or Exhibit such reference shall be to a Section, Article, Schedule or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Schedule or Exhibit are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall have the meaning set forth in this Agreement. All Schedules and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns. References to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection. References from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The symbol "US$" refers to United States Dollars. All US$ amounts used in Article III and Article V include the equivalent amount denominated in other currencies. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if." References to "day" shall mean a calendar day unless otherwise indicated as a "Business Day." All references in this Agreement to "the date hereof" or "the date of this Agreement" shall mean the Amended Execution Date.

Section 9.06. Entire Agreement; Assignment.

This Agreement (including the Exhibits and Schedules hereto), the Company Disclosure Schedule and the Confidentiality Agreements constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned (whether pursuant to a merger, by operation of Law or otherwise), except that Parent and Merger Sub may assign all or any of their rights and obligations hereunder to any Affiliate of Parent; *provided*, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Any purported assignment in violation of this Section 9.06 is void.

Section 9.07. Parties in Interest.

This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except (a) Section 6.05, Section 8.06(a), Section 8.06(f) and Section 8.06(g) (which are intended to be for the benefit of the persons covered thereby and may be enforced by such persons), and (b) the Debt Financing Source Related Parties shall be express third-party beneficiaries of, and shall be entitled to enforce the provisions of, Section 8.05, this Section 9.07, Section 9.10 and Section 9.13; *provided*, that in no event shall any holders of Shares (including Shares represented by ADSs) or holders of Company Options or Company RSs, in each case in their capacity as such, have any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.08. Specific Performance.

(a) Subject to Section 9.08(b) and Section 9.08(c), the parties hereto agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof by the parties, and that money damages or other legal remedies would not be an adequate remedy for such damages. Accordingly, subject to Section 9.08(b) and Section 9.08(c), the parties hereto acknowledge and hereby agree that in the event of any breach by the Company, on the one hand, or Parent or Merger Sub, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, the Company, on the one hand, or Parent or Merger Sub, on the other hand, shall, subject to Section 8.06, each be entitled to specific performance of the terms hereof (including the obligation of the parties to consummate the Merger, subject in each case to the terms and conditions of this Agreement), including an injunction or injunctions to prevent breaches of this Agreement by any party, in addition to any other remedy at law or equity.

(b) Notwithstanding the foregoing, the Company's right to seek or obtain an injunction or injunctions, or other appropriate form of specific performance or equitable relief, in each case, with respect to causing Parent and/or Merger Sub to cause the Equity Financing to be funded at any time and/or to effect the Closing in accordance with Section 1.02, on the terms and subject to the conditions in this Agreement, shall be subject to the satisfaction of each of the following conditions: (i) all conditions in Section 7.01 and Section 7.02 (other than those conditions that by their terms are to be satisfied at the Closing) have been satisfied or waived, (ii) Parent and Merger Sub fail to complete the Closing by the date the Closing is required to have occurred pursuant to Section 1.02 and (iii) the Company has irrevocably confirmed in writing that (A) all conditions set forth in Section 7.03 have been satisfied or that it is willing to waive any of the conditions to the extent not so satisfied in Section 7.03 and (B) if specific performance is granted and the Equity Financing is funded, then the Closing will occur.

(c) Each party waives (i) any defenses in any action for an injunction or other appropriate form of specific performance or equitable relief, including the defense that a remedy at law would be adequate and (ii) any requirement under any Law to post a bond or other security as a prerequisite to obtaining an injunction or other appropriate form of specific performance or equitable relief. Notwithstanding anything herein to the contrary, (A) while the parties hereto may pursue an injunction or other appropriate form of specific performance or equitable relief and the payment of the applicable amounts set forth in Section 8.06, neither Parent and Merger Sub, on the one hand, nor the Company, on the other hand, shall be permitted or entitled to receive both a grant of specific performance that results in a Closing and payment of such amounts, and (B) upon the payment of such amounts, the remedy of specific performance shall not be available against the party making such payment and, if such party is Parent or Merger Sub, any other member of the Parent Group or, if such party is the Company, any other member of the Company Group.

(d) This Section 9.08 shall not be deemed to alter, amend, supplement or otherwise modify the terms of any Equity Commitment Letter (including the expiration or termination provisions thereof).

Section 9.09. Governing Law; Dispute Resolution.

(a) This Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflicts of law principles thereof that would subject such matter to the Laws of another jurisdiction, except that the following matters arising out of or relating to this Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the Cayman Islands in respect of which the parties hereto hereby irrevocably submit to the nonexclusive jurisdiction of the courts of the Cayman Islands: the Merger, the vesting of the undertaking, property and liabilities of Merger Sub in the Surviving Company, the cancellation of the Shares (including Shares represented by ADSs), the rights provided for in Section 238 of the CICL with respect to any Dissenting Shares, the fiduciary or other duties of the Company Board and the directors of Merger Sub and the internal corporate affairs of the Company and Merger Sub.

(b) Subject to Section 9.08, Section 9.09(a) and the last sentence of this Section 9.09(b), any disputes, actions and proceedings against any party hereto or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 9.09 (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties hereto irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Section 9.10. Amendment.

This Agreement may be amended by the parties hereto at any time prior to the Effective Time by action taken (a) with respect to Parent and Merger Sub, by or on behalf of their respective boards of directors and (b) with respect to the Company, by the Company Board (upon recommendation of the Special Committee) or the Special Committee (to the extent within the authority of the Special Committee); *provided*, that, after the approval of this Agreement and the Transactions by the shareholders of the Company, no amendment may be made that would reduce the amount or change the type of consideration into which each Share (including Shares represented by ADSs) shall be converted upon consummation of the Merger; *provided*, *further*, that Section 8.05, Section 8.06(f), Section 9.07, this proviso to this Section 9.10 and Section 9.13 (and any provision of this Agreement to the extent an amendment, modification or waiver of such provision would modify the substance of any such Sections) may not be amended, modified or waived in any manner that would adversely affect the rights of the Debt Financing Source Related Parties as set forth in such Sections without the prior written consent of the Debt Financing Sources delivering the Debt Commitment Letter. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

Section 9.11. Waiver.

At any time prior to the Effective Time, any party hereto may by action taken (a) with respect to Parent and Merger Sub, by or on behalf of their respective boards of directors, and (b) with respect to the Company, by action taken by or on behalf of the Company Board (upon recommendation of the Special Committee) or the Special Committee (to the extent within the authority of the Special Committee), (i) extend the time for the performance of any obligation or other act of any other party hereto, (ii) waive any inaccuracy in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any agreement of any other party or any condition to its own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.12. Counterparts.

This Agreement may be executed and delivered (including by e-mail of PDF or scanned versions or facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 9.13. Lender Limitations.

Notwithstanding anything to the contrary contained in this Agreement, each of the parties hereto, on behalf of itself and its Affiliates: (a) agrees that it will not bring or support any person in any action, suit, proceeding, cause of action, claim, cross-claim or third-party claim of any kind or description, whether at Law or in equity, whether in contract or in tort or otherwise, against any of the Debt Financing Source Related Parties in any way relating to the Original Merger Agreement, this Agreement or any of the Transactions, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, in any forum other than the federal or New York state courts located in the Borough of Manhattan within the City of New York; (b) agrees that, except as specifically set forth in the Debt Commitment Letter, all claims or causes of action (whether at Law, in equity, in contract, in tort or otherwise) against any of the Debt Financing Source Related Parties in any way relating to the Original Merger Agreement, this Agreement or any of the Transactions, including the Debt Commitment Letter, the performance thereof or the financings contemplated thereby, shall be exclusively governed by, and construed in accordance with, the internal Laws of the State of New York, without giving effect to principles or rules or conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction; and (c) hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation (whether in Law or in equity, whether in contract or in tort or otherwise) directly or indirectly arising out of or relating in any way to the Original Merger Agreement, this Agreement or any of the Transactions, including any dispute arising out of or relating in any way to the Debt Commitment Letter, the performance thereof or the financings contemplated thereby. The Company also agrees that (i) neither it nor any other Group Company or any of its or their respective Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders will bring any claims (other than, following the Closing, claims of the Group Companies or any of their respective Affiliates pursuant to any Definitive Debt Documents entered into with any Debt Financing Source Related Party) against any Debt Financing Source Related Party, in any way relating to the Original Merger Agreement, this Agreement or the Transactions, including the Debt Commitment Letter, the performance thereof or the financings contemplated thereby, whether at Law or equity, in contract, in tort or otherwise, and (ii) no Debt Financing Source Related Party shall have any liability (whether in contract, in tort or otherwise) to any Group Company or its respective Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders (excluding, for the avoidance of doubt, Midco, Parent and Merger Sub and, from and after the Closing, liabilities to the Group Companies and their respective Affiliates pursuant to any Definitive Debt Documents entered into with any Debt Financing Source Related Party) for any obligations or liabilities of any party hereto under the Original Merger Agreement or this Agreement or for any claim based on, in respect of, or by reason of, the Transactions or in respect of any oral or written representations made or alleged to have been made in connection therewith or herewith, including any dispute arising out of or relating in any way to the Debt Financing or the performance thereof or the financings contemplated thereby. Notwithstanding the foregoing, nothing contained in this Section 9.13 shall in any way limit or modify the rights and obligations of Merger Sub, Parent, Midco or the Debt Financing Source Related Parties set forth in the Debt Commitment Letter or any Definitive Debt Document. In addition, notwithstanding anything to the contrary in the foregoing, nothing in this Section 9.13 shall limit the rights, if any, of the Company pursuant to Section 6.07(a) and Section 6.07(b).

Section 9.14. Original Merger Agreement.

Each of the parties hereto agrees and confirms that the Original Merger Agreement is hereby amended and restated in its entirety, and is in force and effect only as so amended and restated.

[*Remainder of Page Left Blank Intentionally*]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be executed as of the date first written above by their respective directors or officers thereunto duly authorized.

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EHI CAR SERVICES LIMITED

By: /s/ Colin Chitnim Sung
Name: Colin Chitnim Sung
Title: Chief Financial Officer

TEAMSPORT PARENT LIMITED

By: /s/ Kenichiro Kagasa
Name: Kenichiro Kagasa
Title: Director

TEAMSPORT BIDCO LIMITED

By: /s/ Kenichiro Kagasa
Name: Kenichiro Kagasa
Title: Director

[Signature Page to Agreement and Plan of Merger]

ANNEX A

PLAN OF MERGER

THIS PLAN OF MERGER is made on _____ 2019.

BETWEEN

(1) Teamsport Bidco Limited, an exempted company incorporated under the laws of the Cayman Islands on 16 February 2018, with its registered office situated at the offices of Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands ("**Merger Sub**"); and

(2) eHi Car Services Limited, an exempted company incorporated under the Laws of the Cayman Islands on 3 August 2007, with its registered office situated at the offices of Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands (the "**Company**" or the "**Surviving Company**" and, together Merger Sub, the "**Constituent Companies**").

WHEREAS

(a) Merger Sub and the Company have agreed to merge (the "**Merger**") on the terms and conditions contained or referred to in an Amended and Restated Agreement and Plan of Merger (the "**Agreement**") dated as of February 18, 2019, among Teamsport Parent Limited, Merger Sub and the Company, a copy of which is attached as Appendix I to this Plan of Merger and under the provisions of Part XVI of the Companies Law (2018 Revision) (the "**Companies Law**"), pursuant to which Merger Sub will merge with and into the Company and cease to exist, and the Surviving Company will continue as the surviving company in the Merger.

(b) This Plan of Merger is made in accordance with section 233 of the Companies Law.

(c) Terms used in this Plan of Merger and not otherwise defined in this Plan of Merger shall have the meanings given to them in the Agreement.

IT IS AGREED

CONSTITUENT COMPANIES

1. The constituent companies (as defined in the Companies Law) to the Merger are Merger Sub and the Company.

NAME OF THE SURVIVING COMPANY

2. The surviving company (as defined in the Companies Law) is the Surviving Company and its name shall be eHi Car Services Limited.

REGISTERED OFFICE

3. The registered office of the Surviving Company is at the offices of Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands and the registered office of Merger Sub is at the offices of Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands.

AUTHORISED AND ISSUED SHARE CAPITAL

4. Immediately prior to the Effective Time (as defined below) the authorized share capital of Merger Sub is US$10,000 divided into 1,000,000 ordinary shares, par value US$0.01 per share, of which 1 share is in issue.

5. Immediately prior to the Effective Time the authorized share capital of the Company is US$500,000 divided into 407,328,619 Class A Common Shares, par value US$0.001 per share, and 92,671,381 Class B Common Shares, par value US$0.001 per share, of which [***insert number***] Class A Common Shares are in issue and [***insert number***] Class B Common Shares are in issue.

6. The authorized share capital of the Surviving Company shall be US$1,000,000 divided into 100,000,000 ordinary shares, par value US$0.01 per share.

7. At the Effective Time, and in accordance with the terms and conditions of the Agreement:

(a) Each (i) Class A Common Share, par value US$0.001 per share, of the Company issued and outstanding immediately prior to the Effective Time and (ii) Class B Common Share, par value US$0.001 per share, of the Company issued and outstanding immediately prior to the Effective Time (in each case, other than the Excluded Shares and the Dissenting Shares) shall be cancelled and cease to exist in exchange for the right to receive the Per Share Merger Consideration (as defined in the Agreement).

(b) Each of the Excluded Shares (other than Rollover Shares) issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist without payment of any consideration or distribution therefor.

(c) Each of the Rollover Shares issued and outstanding immediately prior to the Effective Time shall continue to exist without interruption and shall thereafter be and represent one (1) validly issued, fully paid and non-assessable ordinary share, par value US$0.01 per share, of the Surviving Company without any payment of, or the right to receive, the Per Share Merger Consideration therefor.

(d) Each of the Dissenting Shares shall be cancelled and shall cease to exist in accordance with Section 2.03 of the Agreement and thereafter represent only the right to receive the applicable payments set forth in Section 2.03 of the Agreement.

(e) Each ordinary share, par value US$0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) validly issued, fully paid and non-assessable ordinary share, par value US$0.01 per share, of the Surviving Company. Such ordinary shares, together with the ordinary shares referred to in clause

(c) above, shall constitute the only issued and outstanding share capital of the Surviving Company, which shall be reflected in the register of members of the Surviving Company.

8. At the Effective Time, the rights and restrictions attaching to the ordinary shares of the Surviving Company shall be as set out in the Amended and Restated Memorandum of Association and Articles of Association of the Surviving Company in the form attached as Appendix II to this Plan of Merger.

EFFECTIVE TIME

9. The Merger shall take effect on [•] (the "**Effective Time**").

PROPERTY

10. At the Effective Time, the rights, property of every description including choses in action, and the business, undertaking, goodwill, benefits, immunities and privileges of each of the Constituent Companies shall immediately vest in the Surviving Company which shall be liable for and subject, in the same manner as the Constituent Companies, to all mortgages, charges, or security interests and all contracts, obligations, claims, debts and liabilities of each of the Constituent Companies.

MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION

11. The Memorandum of Association and Articles of Association of the Surviving Company shall be amended and restated in the form attached as Appendix II to this Plan of Merger at the Effective Time.

DIRECTORS BENEFITS

12. There are no amounts or benefits payable to the directors of the Constituent Companies on the Merger becoming effective.

DIRECTORS OF THE SURVIVING COMPANY

13. The names and addresses of the directors of the Surviving Company are as follows:

NAME	**ADDRESS**
[●]	[●]

SECURED CREDITORS

14. (a) Merger Sub has no secured creditors and has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger; and

(b) the Surviving Company has granted a fixed and floating security interest, details of which are set out in Appendix III to this Plan of Merger. The Surviving Company has obtained the consent to the Merger of the holder of such security interest pursuant to section 233(8) of the Companies Law. The Surviving Company has no other secured creditors and has not granted any other fixed or floating security interests as at the date of this Plan of Merger.

RIGHT OF TERMINATION

15. This Plan of Merger may be terminated pursuant to the terms and conditions of the Agreement at any time prior to the Effective Time.

AMENDMENTS

16. At any time prior to the Effective Time, this Plan of Merger may be amended by the board of directors of both the Surviving Company and Merger Sub to effect any other changes to this Plan of Merger which the directors of both the Surviving Company and Merger Sub deem advisable, provided that such changes do not materially adversely affect any rights of the shareholders of the Surviving Company or Merger Sub, as determined by the directors of both the Surviving Company and Merger Sub, respectively.

APPROVAL AND AUTHORIZATION

17. This Plan of Merger has been approved by the board of directors of each of Merger Sub and the Company pursuant to section 233(3) of the Companies Law.

18. This Plan of Merger has been authorised by the shareholders of each of Merger Sub and the Company pursuant to section 233(6) of the Companies Law.

COUNTERPARTS

19. This Plan of Merger may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

GOVERNING LAW

20. This Plan of Merger shall be governed by and construed in accordance with the Laws of the Cayman Islands.

For and on behalf of Teamsport Bidco Limited:

_____

[Name]
Director

For and on behalf of eHi Car Services Limited:

_____

[Name]
Director

APPENDIX I

(the Agreement)

APPENDIX II

(Amended and Restated Memorandum of Association and Articles of Association of the Surviving Company)

APPENDIX III

(Details of Secured Creditor and Security Interest)

The Surviving Company has granted a fixed and floating charge over a Security Account (as defined under the Security Agreement) to DB Trustees (Hong Kong) Limited, as security agent on behalf of certain lenders, pursuant to an account charge dated 27 November 2018 (the "**Security Agreement**"). The address of such secured creditor is [Level 52, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong].

Exhibit 7.24

EXECUTION VERSION

AMENDED AND RESTATED CONTRIBUTION AND SUPPORT AGREEMENT

This AMENDED AND RESTATED CONTRIBUTION AND SUPPORT AGREEMENT (this "Agreement") is entered into as of February 18, 2019 by and among (1) Teamsport Topco Limited, a Cayman Islands exempted company ("Holdco"), (2) Teamsport Midco Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Holdco ("Midco"), (3) Teamsport Parent Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Midco ("Parent"), and (4) the shareholders of eHi Car Services Limited, a Cayman Islands exempted company (the "Company"), listed on Schedule A hereto (each, a "Rollover Shareholder" and collectively, the "Rollover Shareholders"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, Teamsport Bidco Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Parent ("Merger Sub"), and the Company entered into an Agreement and Plan of Merger, dated as of April 6, 2018 (the "Original Merger Agreement");

WHEREAS, in connection with the execution of the Original Merger Agreement, certain Rollover Shareholders entered into a Contribution and Support Agreement, dated as of April 6, 2018 (the "Original Agreement");

WHEREAS, pursuant to Section 6.5 of the Original Agreement, the Original Parties (as defined below) wish to amend and restate the Original Agreement in its entirety, as set forth in this Agreement;

WHEREAS, Parent, Merger Sub and the Company will, concurrently with the execution of this Agreement, enter into an Amended and Restated Agreement and Plan of Merger, dated as of the date hereof (as it may be further amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company, with the Company continuing as the surviving company and a wholly-owned subsidiary of Parent (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Rollover Shareholder is the beneficial owner (as defined under Rule 13d-3 of the Exchange Act) of such Class A Common Shares, par value US$0.001 per share, of the Company, including Class A Common Shares represented by ADSs ("Class A Shares") and/or Class B Common Shares, par value US$0.001 per share, of the Company ("Class B Shares" and, together with Class A Shares, the "Shares") as set forth in the column titled "Shares" opposite such Rollover Shareholder's name on Schedule A hereto (such Shares of such Rollover Shareholder, together with any other ordinary shares of the Company acquired (whether beneficially or of record) by such Rollover Shareholder after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Rollover Shareholder's obligations under this Agreement, including any ordinary shares of the Company acquired by means of purchase, dividend or distribution, or issued upon the exercise of any Company Options or warrants or the conversion of any convertible securities or otherwise, collectively such Rollover Shareholder's "Securities");

WHEREAS, in connection with the consummation of the Merger, each Rollover Shareholder agrees to (a) contribute his or its respective Shares as set forth opposite such Rollover Shareholder's name under the column titled "Rollover Shares" on Schedule A hereto (such Rollover Shareholder's "Rollover Shares") to Holdco in exchange for newly issued ordinary shares of Holdco, par value US$0.01 per share ("Holdco Shares"), and (b) vote his or its Securities at the Shareholders' Meeting in favor of the Merger, in each case upon the terms and conditions set forth herein;

WHEREAS, in connection with the consummation of the Merger, Holdco agrees to contribute the Rollover Shares to Midco in exchange for newly issued ordinary shares of Midco ("Midco Shares");

WHEREAS, in connection with the consummation of the Merger, Midco agrees to contribute the Rollover Shares to Parent in exchange for newly issued ordinary shares of Parent ("Parent Shares");

WHEREAS, Crawford has exercised its right of first offer, pursuant to Section 3.7 of that certain Third Amended and Restated Investors' Rights Agreement, dated as of December 11, 2013, by and among the Company, Crawford, GS Car Rental HK Limited ("GS Limited"), GS Car Rental HK Parallel Limited ("GS Parallel" and, together with GS Limited, the "GS Shareholders") and the other parties thereto, to indirectly acquire all or its pro rata portion of the Class B Shares owned by the GS Shareholders (the "GS ROFO Purchase") through the purchase of capital stock of the GS Shareholders or one or more affiliates of the GS Shareholders (each, a "GS Holdco"), but, as of the date hereof there is a dispute between the parties regarding their respective rights and obligations in respect of the GS ROFO Purchase and a purchase agreement with respect to the GS ROFO Purchase has not been executed;

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the transactions contemplated thereby, including the Merger, the Rollover Shareholders are entering into this Agreement; and

WHEREAS, the Rollover Shareholders acknowledge that Parent and Merger Sub are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of the Rollover Shareholders set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
VOTING

Section 1.1 Voting. From and after the date hereof until the earlier of (x) the Effective Time and the (y) termination of the Merger Agreement pursuant to and in compliance with the terms therein (such earlier time, the "Expiration Time"), each Rollover Shareholder hereby irrevocably and unconditionally agrees that at the Shareholders' Meeting or other annual or special meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) – (f) hereof is to be considered (and any adjournment or postponement thereof), such Rollover Shareholder shall (i) appear at such meeting or otherwise cause his or its representative(s) to appear at such meeting or otherwise cause his or its Securities to be counted as present thereat for purposes of determining whether a quorum is present, and (ii) vote or cause to be voted (including by proxy, if applicable) all of such Rollover Shareholder's Securities:

(a) for the authorization and approval of the Merger Agreement, the Plan of Merger and the Transactions, including the Merger;

(b) against any Competing Transaction or any other transaction, proposal, agreement or action made in opposition to the authorization and approval of the Merger Agreement, the Plan of Merger and the Transactions, including the Merger, or in competition or inconsistent with the Transactions, including the Merger;

(c) against any other action, agreement or transaction that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect the Transactions, including the Merger, or this Agreement or the performance by such Rollover Shareholder of his or its obligations under this Agreement;

(d) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of such Rollover Shareholder contained in this Agreement or otherwise reasonably requested by Parent in order to consummate the Transactions, including the Merger;

(e) in favor of any adjournment or postponement of the Shareholders' Meeting or any other annual or special meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) through (f) of this Section 1.1 is to be considered (and any adjournment or postponement thereof) as may be reasonably requested by Parent; and

(f) in favor of any other matter necessary to effect the Transactions, including the Merger.

Section 1.2 [Intentionally Omitted.]

Section 1.3 Restrictions on Transfers. Except as provided for in Article II or pursuant to the Merger Agreement, each Rollover Shareholder hereby agrees that, from the date hereof until the Expiration Time, such Rollover Shareholder shall not, directly or indirectly, (a) offer for sale, sell (constructively or otherwise), transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or similarly dispose of (by merger, testamentary disposition, operation of Law or otherwise) (collectively, "Transfer"), either voluntarily or involuntarily, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Securities or any interest therein, including, without limitation, any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Securities, (b) deposit any Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) convert or exchange, or take any action which would result in the conversion or exchange, of any Securities, (d) take any action that would make any representation or warranty of such Rollover Shareholder set forth in this Agreement untrue or incorrect or have the effect of preventing, disabling, or delaying such Rollover Shareholder from performing any of his or its obligations under this Agreement or that is intended, or would reasonably be expected, to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the Transactions or the transactions contemplated by this Agreement or the performance by the Company of its obligations under the Merger Agreement or by any Rollover Shareholder from performing any of his or its obligations under this Agreement, or (e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a), (b) (c) or (d); provided that the foregoing shall not prevent the conversion of Company Options into the right to receive the Per Share Merger Consideration in accordance with the terms of, and to the extent provided in, the Merger Agreement. Any purported Transfer in violation of this Section 1.3 shall be null and void.

ARTICLE II
CONTRIBUTION

Section 2.1 Contribution of Rollover Shares by Rollover Shareholders to Holdco. Subject to the terms and conditions set forth in this Agreement, immediately prior to the Closing and (save as described in Section 5 below) without further action by the Rollover Shareholders, all of the right, title and interest of each Rollover Shareholder in and to his or its Rollover Shares shall be contributed, assigned, transferred and delivered to Holdco, free and clear of all Liens (other than any Liens created or expressly permitted by Holdco or arising by reason of the Merger Agreement or this Agreement).

Section 2.2 Issuance of Holdco Shares. In consideration for the contribution, assignment, transfer and delivery of each Rollover Shareholder's Rollover Shares to Holdco pursuant to Section 2.1 of this Agreement, Holdco shall issue Holdco Shares in the name of such Rollover Shareholder (or, if designated by such Rollover Shareholder in writing, in the name of an Affiliate of such Rollover Shareholder) of the class and in the amount set forth opposite such Rollover Shareholder's name under the column titled "Holdco Shares" on Schedule A hereto. Each Rollover Shareholder hereby acknowledges and agrees that (a) the value of the Holdco Shares issued to such Rollover Shareholder is equal to (x) the total number of Rollover Shares contributed by such Rollover Shareholder multiplied by (y) the Per Share Merger Consideration (or Per ADS Merger Consideration, if applicable) under the Merger Agreement, (b) delivery of such Holdco Shares shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Shareholder by Parent with respect to the applicable Rollover Shares and (c) on receipt of such Holdco Shares, such Rollover Shareholder shall have no right to the Per Share Merger Consideration (or the Per ADS Merger Consideration, if applicable) with respect to the Rollover Shares contributed to Holdco by such Rollover Shareholder.

Section 2.3 Contribution of Rollover Shares by Holdco to Midco. Immediately following the receipt by Holdco of the Rollover Shares from the Rollover Shareholders pursuant to Section 2.2 of this Agreement and immediately prior to the Closing, Holdco shall contribute the Rollover Shares to Midco in exchange for Midco Shares and Midco shall accept such contribution of the Rollover Shares by Holdco.

Section 2.4 Contribution of Rollover Shares by Midco to Parent. Immediately following the receipt by Midco of the Rollover Shares from Holdco pursuant to Section 2.3 of this Agreement and immediately prior to the Closing, Midco shall contribute the Rollover Shares to Parent in exchange for Parent Shares and Parent shall accept such contribution of the Rollover Shares by Midco.

Section 2.5 Contribution Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in Article VII of the Merger Agreement (other than conditions that by their nature are to be satisfied at the Closing), the closing of the contribution and exchange contemplated hereby (the "Contribution Closing") shall take place immediately prior to the Closing.

Section 2.6 Deposit of Rollover Shares. No later than five (5) Business Days prior to the Contribution Closing, each Rollover Shareholder and any agent of such Rollover Shareholder holding certificates evidencing any Rollover Shares shall deliver or cause to be delivered to Holdco, for disposition in accordance with the terms of this Article II, (a) duly executed instruments of transfer of the Rollover Shares to Holdco or as Holdco may direct in writing, in form reasonably acceptable to Holdco, and (b) certificates, if any, representing his or its Rollover Shares (the "Rollover Share Documents"). The Rollover Share Documents shall be held by Holdco or any agent authorized by Holdco until the Contribution Closing.

Section 2.7 Effect of the Merger on Rollover Shares. Parent agrees that it shall not have the right to receive the Per Share Merger Consideration (or the Per ADS Merger Consideration, if applicable) in connection with the Merger with respect to any Rollover Shares held by it as of immediately prior to the Effective Time, and, at the Effective Time, each Rollover Share issued and outstanding immediately prior to the Effective Time shall continue to exist without interruption and shall thereafter be and represent one validly issued, fully paid and non-assessable ordinary share, par value US$0.01 per share, of the Surviving Company, in each case in accordance with the terms of the Merger Agreement.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ROLLOVER SHAREHOLDERS

Section 3.1 Representations and Warranties. Each Rollover Shareholder, severally and not jointly, represents and warrants to Parent, Midco and Holdco as of the date hereof and as of the Contribution Closing:

(a) such Rollover Shareholder has the full legal right, power, capacity and authority to execute and deliver this Agreement, to perform such Rollover Shareholder's obligations hereunder and to consummate the transactions contemplated hereby;

(b) this Agreement has been duly executed and delivered by such Rollover Shareholder and the execution, delivery and performance of this Agreement by such Rollover Shareholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Rollover Shareholder and no other actions or proceedings on the part of such Rollover Shareholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby;

(c) assuming due authorization, execution and delivery by Parent, Midco and Holdco, this Agreement constitutes a legal, valid and binding agreement of such Rollover Shareholder, enforceable against such Rollover Shareholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) (i) such Rollover Shareholder (A) is and, immediately prior to the Contribution Closing, will be the beneficial owner of, and has and will have good and valid title to, his or its Securities, free and clear of Liens other than as created by this Agreement, and (B) has and will have sole or shared (together with Affiliates controlled by such Rollover Shareholder) voting power, power of disposition, and power to demand dissenter's rights, in each case with respect to all of his or its Securities, with no limitations, qualifications, or restrictions on such rights, subject to applicable United States federal securities Laws, Laws of the Cayman Islands and the terms of this Agreement, (ii) his or its Securities are not subject to any voting trust agreement or other Contract to which such Rollover Shareholder is a party restricting or otherwise relating to the voting or Transfer of such Securities other than this Agreement, (iii) such Rollover Shareholder has not Transferred any interest in any of his or its Securities and (iv) as of the date hereof, such Rollover Shareholder does not own, beneficially or of record, any shares or other securities of the Company, or any direct or indirect interest in any such securities (including by way of derivative securities);

(e) except for the applicable requirements of the Exchange Act and any other United States federal securities Law, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of such Rollover Shareholder for the execution, delivery and performance of this Agreement by such Rollover Shareholder or the consummation by such Rollover Shareholder of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Rollover Shareholder, nor the consummation by such Rollover Shareholder of the transactions contemplated hereby, nor compliance by such Rollover Shareholder with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of any such Rollover Shareholder which is an entity, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Rollover Shareholder pursuant to any Contract to which such Rollover Shareholder is a party or by which such Rollover Shareholder or any property or asset of such Rollover Shareholder is bound or affected, or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such Rollover Shareholder or any of such Rollover Shareholder's properties or assets;

(f) on the date hereof, there is no Action pending against such Rollover Shareholder or, to the knowledge of such Rollover Shareholder, any other person or, to the knowledge of such Rollover Shareholder, threatened against such Rollover Shareholder or any other person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Rollover Shareholder of his or its obligations under this Agreement;

(g) such Rollover Shareholder has been afforded the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of Parent, Midco and Holdco concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning Holdco Shares, and such Rollover Shareholder acknowledges that it has been advised to discuss with its own counsel the meaning and legal consequences of such Rollover Shareholder's representations and warranties in this Agreement and the transactions contemplated hereby; and

(h) such Rollover Shareholder (i) understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Rollover Shareholder's execution, delivery and performance of this Agreement, and (ii) acknowledges that it is entering into this Agreement in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the Transactions, including the Merger.

Section 3.2 Covenants. Each Rollover Shareholder hereby:

(a) agrees, prior to the Expiration Time, not to knowingly take any action that would make any representation or warranty of such Rollover Shareholder contained herein untrue or incorrect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Shareholder of his or its obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise or assert, any rights of appraisal or rights of dissent from the Merger that such Rollover Shareholder may have with respect to such Rollover Shareholder's Securities (including any rights under Section 238 of the CICL or the submission of any notice pursuant thereto) prior to the Expiration Time;

(c) agrees to permit the Company and Parent to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith) and any other disclosure documents in connection with the Merger Agreement and any filings with or notices to any Governmental Authority in connection with the Transactions, such Rollover Shareholder's identity and beneficial ownership of the Shares, Securities or other equity securities of the Company and the nature of such Rollover Shareholder's commitments, arrangements and understandings under this Agreement;

(d) agrees and covenants, severally and not jointly, that such Rollover Shareholder shall promptly (and in any event within forty-eight (48) hours) notify Parent of any new Shares, Securities and/or other securities of the Company with respect to which beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) is acquired by such Rollover Shareholder, including, without limitation, by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities of the Company after the date hereof; and

(e) agrees further that, upon request of Parent, such Rollover Shareholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be deemed by Parent to be necessary or desirable to carry out the provisions of this Agreement.

Section 3.3 GS ROFO Purchase. In the event the dispute regarding the GS ROFO Purchase is resolved and the GS ROFO Purchase is consummated, Crawford shall promptly, and in any event within three (3) Business Days, cause each GS Holdco acquired by Crawford to (a) duly execute an adherence agreement to the Interim Investors Agreement in a form mutually agreed by MBKP, Horizon and Crawford and (b) duly execute an adherence agreement to this Agreement in a form mutually agreed by MBKP, Horizon and Crawford in respect of the Class B Shares owned by such GS Holdco, and upon execution of such documents, such GS Holdco shall become a "Rollover Shareholder" and such Class B Shares owned by such GS Holdco shall be deemed to be such GS Holdco's "Rollover Shares" and "Securities," for all purposes of this Agreement, and Schedule A hereto shall be updated to reflect the foregoing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT, MIDCO AND HOLDCO

Each of Parent, Midco and Holdco represents and warrants to each Rollover Shareholder that as of the date hereof and as of the Contribution Closing:

(a) each of Parent, Midco and Holdco is duly organized, validly existing and in good standing under the Laws of the Cayman Islands and has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent, Midco and Holdco and the execution, delivery and performance of this Agreement by Parent, Midco and Holdco and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent, Midco and Holdco and no other corporate actions or proceedings on the part of Parent, Midco and Holdco are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Rollover Shareholders, this Agreement constitutes a legal, valid and binding obligation of Parent, Midco and Holdco, enforceable against Parent, Midco and Holdco in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(b) except for the applicable requirements of the Exchange Act and Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of Parent, Midco or Holdco for the execution, delivery and performance of this Agreement by Parent, Midco and Holdco or the consummation by Parent, Midco and Holdco of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent and Holdco, nor the consummation by Parent, Midco and Holdco of the transactions contemplated hereby, nor compliance by Parent, Midco and Holdco with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of Parent, Midco or Holdco, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Parent, Midco or Holdco pursuant to, any Contract to which Parent, Midco or Holdco is a party or by which Parent, Midco or Holdco or any of their property or asset is bound or affected, or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent, Midco or Holdco any of their properties or assets;

(c) except as contemplated by the Merger Agreement and the Equity Commitment Letters or otherwise agreed to by the parties hereto, at and immediately after the Closing, there shall be no (i) options, warrants, or other rights to acquire share capital of Holdco, Midco or Parent, (ii) no outstanding securities exchangeable for or convertible into share capital of Holdco, Midco or Parent and (iii) no outstanding rights to acquire or obligations to issue any such options, warrants, rights or securities;

(d) (i) Midco is wholly owned by Holdco, (ii) Parent is wholly owned by Midco and (iii) Merger Sub is wholly owned by Parent; and

(e) at the Contribution Closing, the Holdco Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable, free and clear of all Liens, other than restrictions arising under applicable securities Laws or the organizational documents of Holdco.

ARTICLE V
TERMINATION

As to any Rollover Shareholder, this Agreement, and the obligations of such Rollover Shareholder, Parent, Midco and Holdco hereunder, shall terminate automatically and immediately and be of no further force or effect upon the earlier to occur of (a) the valid termination of the Merger Agreement in accordance with its terms, and (b) the Company or any of its Affiliates asserting a claim that would make such Rollover Shareholder's Limited Guarantee become terminable in accordance with the terms thereof; provided, that this Article V and Article VI shall survive any termination of this Agreement. Nothing in this Article V shall relieve or otherwise limit any party's liability for any breach of this Agreement prior to the termination of this Agreement. If for any reason the Merger fails to occur but the Contribution Closing contemplated by Article II has already taken place, then Holdco, Midco and Parent shall promptly take all such actions as are necessary to restore each Rollover Shareholder to the position it was in with respect to ownership of the Rollover Shares prior to the Contribution Closing.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile or by international overnight courier to the respective parties at the address set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.1):

if to a Rollover Shareholder, to the address set forth next to such Rollover Shareholder's name on Schedule A hereto;

if to Parent, Midco and/or Holdco:

c/o MBK Partners Management Consulting (Shanghai) Co., Ltd.
Unit 3904, K.Wah Center
1010 Huai Hai M. Road
Shanghai, China
Attention: Hongfei Yu
Lei Han
Facsimile: +86 21 3401 2999
E-mail: hongfei.yu@mbkpartnerslp.com
lei.han@mbkpartnerslp.com

with a copy to (which alone shall not constitute notice):

Weil, Gotshal & Manges LLP
29/F, Alexandra House
18 Chater Road, Central
Hong Kong
Attention: Tim Gardner
William Welty
Facsimile: +852 3015 9354
Email: tim.gardner@weil.com
william.welty@weil.com

Section 6.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 6.3 Entire Agreement. This Agreement, the Interim Investors Agreement, the Equity Commitment Letters, the Limited Guarantees and the Merger Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 6.4 Specific Performance. Each party acknowledges and agrees that monetary damages would not be an adequate remedy in the event that any covenant or agreement in this Agreement is not performed in accordance with its terms, and therefore agrees that in the event of any breach by a party hereto of any of his or its respective covenants or agreements set forth in this Agreement, the non-breaching parties shall each be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement by any party, in addition to any other remedy at law or equity. Each party waives (i) any defenses in any action for an injunction or other appropriate form of specific performance or equitable relief, including the defense that a remedy at law would be adequate and (ii) any requirement under any Law to post a bond or other security as a prerequisite to obtaining an injunction or other appropriate form of specific performance or equitable relief. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by a party.

Section 6.5 Amendments; Waivers. At any time prior to the Expiration Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Rollover Shareholders, Holdco, Midco and Parent, or in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by a party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 6.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of Law or conflict of Law rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of New York.

Section 6.7 Dispute Resolution.

(a) Subject to Section 6.4, Section 6.6, the last sentence of this Section 6.7(a) and Section 6.7(b), any disputes, actions and proceedings against any party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6.7 (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6.7, any party may, to the extent permitted under the Laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the Laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural Law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6.7(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 6.7(a) in any way.

Section 6.8 No Third Party Beneficiaries; No Recourse.

(a) There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities, except as specifically set forth in this Agreement.

(b) Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered in connection herewith, and not withstanding the fact a Rollover Shareholder may be a limited partnership or limited liability company, as applicable, Holdco covenants, acknowledges and agrees that, as to each Rollover Shareholder, no person other than such Rollover Shareholder (and its successors and permitted assigns under this Agreement pursuant to the terms hereof) has any obligations hereunder and that no recourse shall be had hereunder, or for any claim based on, in respect of, or by reason of, such obligations or their creation, against, and no personal liability shall attach to, be imposed on or otherwise be incurred by such Rollover Shareholder's Non-Recourse Parties (as defined in such Rollover Shareholder's Limited Guarantee), through Holdco, Midco, Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Holdco against any such Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise.

Section 6.9 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties, except that Parent may assign this Agreement (in whole but not in part) in connection with a permitted assignment of the Merger Agreement by Parent, as applicable. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6.10 No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 6.11 Further Assurances. Each Rollover Shareholder hereby covenants that, from time to time, he or it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, conveyances, transfers, assignments, powers of attorney and assurances necessary to convey, transfer to and vest in Holdco, and to put Holdco in possession of, all of the applicable Rollover Shares in accordance with the terms of this Agreement.

Section 6.12 Counterparts. This Agreement may be executed in two or more consecutive counterparts (including by facsimile or email pdf format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, email pdf format or otherwise) to the other parties.

Section 6.13 Confidentiality. This Agreement shall be treated as confidential and may not be used, circulated, quoted or otherwise referred to in any document, except with the prior written consent of the parties hereto; provided, however, that each party hereto may, without such written consent, disclose the existence and content of this Agreement to its officers, directors, employees, partners, members, investors, financing sources, advisors (including financial and legal advisors) and any representatives of the foregoing and to the extent required by Law, the applicable rules of any national securities exchange or in connection with any SEC filings relating to the Merger and in connection with any litigation relating to the Merger, the Merger Agreement or the Transactions as permitted by or provided in the Merger Agreement and each Rollover Shareholder may disclose the existence and content of this Agreement to such Rollover Shareholder's Non-Recourse Parties.

Section 6.14 Original Agreement. Each of L & L Horizon, LLC, The Crawford Group, Inc., Dongfeng Asset Management Co. Ltd., Holdco, Midco and Parent (the "Original Parties") agrees and confirms that the Original Agreement is hereby amended and restated in its entirety, and is in force and effect only as so amended and restated.

Section 6.15 Interpretation. When a reference is made in this Agreement to a Section or Article such reference shall be to a Section or Article of this Agreement unless otherwise indicated. The headings contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns. References to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection. References from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The symbol "US$" refers to United States Dollars. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if." References to "day" shall mean a calendar day unless otherwise indicated as a "Business Day."

[*Remainder of Page Left Blank Intentionally*]

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

PARENT

TEAMSPORT PARENT LIMITED

By: /s/ Kenichiro Kagasa
Name: Kenichiro Kagasa
Title: Director

[Signature Page to A&R Contribution and Support Agreement]

HOLDCO

TEAMSPORT TOPCO LIMITED

By: /s/ Kenichiro Kagasa
Name: Kenichiro Kagasa
Title: Director

[Signature Page to A&R Contribution and Support Agreement]

MIDCO

TEAMSPORT MIDCO LIMITED

By: /s/ Kenichiro Kagasa
Name: Kenichiro Kagasa
Title: Director

[Signature Page to A&R Contribution and Support Agreement]

ROLLOVER SHAREHOLDERS

L & L HORIZON, LLC

By: /s/ Ray Ruiping Zhang
Name: Ray Ruiping Zhang
Title: Member Manager

[Signature Page to A&R Contribution and Support Agreement]

THE CRAWFORD GROUP, INC.

By: /s/ Rick A. Short
Name: Rick A. Short
Title: Vice President

[Signature Page to A&R Contribution and Support Agreement]

ICG HOLDINGS 1, LLC
By: THE CRAWFORD GROUP, INC.,
its sole member

By: /s/ Rick A. Short
Name: Rick A. Short
Title: Vice President

[*Signature Page to Contribution and Support Agreement*]

ICG HOLDINGS 2, LLC
By: THE CRAWFORD GROUP, INC.,
its sole member

By: /s/ Rick A. Short
Name: Rick A. Short
Title: Vice President

[*Signature Page to Contribution and Support Agreement*]

DONGFENG ASSET MANAGEMENT CO. LTD.

By: /s/ Lu Feng
Name: Lu Feng
Title: General Manager

[*Signature Page to Contribution and Support Agreement*]

CTRIP INVESTMENT HOLDING LTD.

By: /s/ Cindy Xioafan Wang
Name: Cindy Xioafan Wang
Title: Director

[*Signature Page to Contribution and Support Agreement*]

CDH CAR RENTAL SERVICE LIMITED

By: /s/ Xu Li
Name: Xu Li
Title: Director

[*Signature Page to Contribution and Support Agreement*]

SCHEDULE A

Name	Notice Address	Shares	Rollover Shares	Holdco Shares
L & L Horizon, LLC	L & L Horizon, LLC Unit 12/F, Building No.5, Guosheng Center 388 Daduhe Road Shanghai, 200062, China Attention: Mr. Ray RuiPing Zhang Facsimile: +86 21 5489 1121 E-mail: xjhsh168@qq.com With a copy (which shall not constitute notice) to: Pillar Legal, P.C. Suite 1419-1420, Far East Building 1101 Pudong South Road, Pudong District Shanghai 200120, China Attention: Greg Pilarowski E-mail: greg@pillarlegalpc.com	Class A common shares: 0 Class B common shares: 7,142,432 ADSs (each representing two Class A common shares): 0	7,142,432 Shares	Class A-1 ordinary shares: 0 Class B ordinary shares: 7,142,432
The Crawford Group, Inc.	The Crawford Group, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Pamela M. Nicholson, Chief Executive Officer Facsimile: +1 314-512-4070 E-mail: Pamela.M.Nicholson@ehi.com With a copy (which shall not constitute notice) to: The Crawford Group, Inc. c/o Enterprise Holdings, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Michael W. Andrew, Senior Vice President and General Counsel Facsimile: +1 314-512-5823 E-mail: Mike.Andrew@ehi.com	Class A common shares: 37,501 Class B common shares: 18,694,003 ADSs (each representing two Class A common shares): 533,885	19,799,274 Shares	Class A-1 ordinary shares: 18,122,286 Class B ordinary shares: 1,676,988

ICG Holdings 1, LLC	The Crawford Group, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Pamela M. Nicholson, Chief Executive Officer Facsimile: +1 314-512-4070 E-mail: Pamela.M.Nicholson@ehi.com With a copy (which shall not constitute notice) to: The Crawford Group, Inc. c/o Enterprise Holdings, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Michael W. Andrew, Senior Vice President and General Counsel Facsimile: +1 314-512-5823 E-mail: Mike.Andrew@ehi.com	Class A common shares: 0 Class B common shares: 3,030,839 ADSs (each representing two Class A common shares): 0	3,030,839 Shares	Class A-1 ordinary shares: 2,898,209 Class B ordinary shares: 132,630
ICG Holdings 2, LLC	The Crawford Group, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Pamela M. Nicholson, Chief Executive Officer Facsimile: +1 314-512-4070 E-mail: Pamela.M.Nicholson@ehi.com With a copy (which shall not constitute notice) to: The Crawford Group, Inc. c/o Enterprise Holdings, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Michael W. Andrew, Senior Vice President and General Counsel Facsimile: +1 314-512-5823 E-mail: Mike.Andrew@ehi.com	Class A common shares: 0 Class B common shares: 3,156,358 ADSs (each representing two Class A common shares): 0	3,156,358 Shares	Class A-1 ordinary shares: 3,018,236 Class B ordinary shares: 138,122

Dongfeng Asset Management Co. Ltd.	Dongfeng Asset Management Co. Ltd. Special No.1 DongFeng Road, WuHan Economic & Technical Development Zone WuHan, HuBei Province, PRC, 430056 Attention: Zhang Xiao Wang You E-mail: zhxiao@dfmc.com.cn wangy@dfmc.com.cn	Class A common shares: 5,000,000 Class B common shares: 0 ADSs (each representing two Class A common shares): 0	5,000,000 Shares	Class A-1 ordinary shares: 5,000,000 Class B ordinary shares: 0
Ctrip Investment Holding Ltd.	Ctrip.com International, Ltd. Building 16, 968 Jinzhong Road, Shanghai People's Republic of China Attention: Jay Shen Email: jie_shen@Ctrip.com With a copy (which shall not constitute notice) to: Skadden, Arps, Slate, Meagher & Flom 42/F, Edinburgh Tower, The Landmark 15 Queen's Road Central, Hong Kong Attention: Z. Julie Gao Haiping Li Email: Julie.Gao@skadden.com Haiping.Li@skadden.com	Class A common shares: 4,300,000 Class B common shares: 15,168,193 ADSs (each representing two Class A common shares): 0	19,468,193	Class A-1 ordinary shares: 17,772,124 Class B ordinary shares: 1,696,069
CDH Car Rental Service Limited	Ocean Imagination L.P. Room 303, 3rd Floor, St. George's Building, 2 Ice House Street, Central, Hong Kong Attention: Tianyi Jiang E-mail: tony.jiang@oceanlp.com With a copy (which shall not constitute notice) to: Skadden, Arps, Slate, Meagher & Flom 42/F, Edinburgh Tower, The Landmark 15 Queen's Road Central, Hong Kong Attention: Z. Julie Gao Haiping Li Email: Julie.Gao@skadden.com Haiping.Li@skadden.com	Class A common shares: 100,000 Class B common shares: 8,599,211 ADSs (each representing two Class A common shares): 219,382	9,137,975	Class A-1 ordinary shares: 8,738,097 Class B ordinary shares: 399,878

Exhibit 7.25

EXECUTION VERSION

AMENDED AND RESTATED INTERIM INVESTORS AGREEMENT

This Amended and Restated Interim Investors Agreement (this "Agreement") is made as of February 18, 2019 by and among MBK Partners Fund IV, L.P. ("MBKP"), The Crawford Group, Inc. ("Crawford Inc." and, together with MBKP, the "Original Sponsors), Ocean Imagination L.P., a Cayman Islands exempted limited partnership (the "Ocean Sponsor"), and, together with the Original Sponsors and any New Sponsor (as defined below), the "Sponsors"), L & L Horizon, LLC, a Delaware limited liability company ("Horizon"), Ctrip Investment Holding Ltd., a Cayman Islands exempted company ("Ctrip"), CDH Car Rental Service Limited, a British Virgin Islands business company ("CDH Car" and, together with the Ocean Sponsor, "Ocean", and the Ocean Sponsor, CDH Car and Ctrip, collectively, the "Subsequent Investors"), ICG Holdings 1, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Crawford Inc. ("ICG Holdco 1"), ICG Holdings 2, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Crawford Inc. ("ICG Holdco 2" and, together with ICG Holdco 1 and Crawford Inc., "Crawford"), Dongfeng Asset Management Co. Ltd., a limited liability company formed under the laws of the People's Republic of China ("Dongfeng" and, together with Crawford, Horizon, Ctrip, CDH Car and any New Rollover Shareholder (as defined below) the "Rollover Shareholders" and Dongfeng, Horizon and the Original Sponsors, collectively, the "Original Investors", and the Rollover Shareholders and the Sponsors, each an "Investor" and collectively, the "Investors"), Teamsport Topco Limited, a Cayman Islands exempted company ("Holdco"), Teamsport Midco Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Holdco ("Midco"), Teamsport Parent Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Midco ("Parent"), and Teamsport Bidco Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Parent ("Merger Sub"). The Investors, Holdco, Midco, Parent and Merger Sub are hereinafter collectively referred to as the "Parties", and individually, a "Party". Capitalized terms used but not defined herein shall have the meanings given thereto in the Merger Agreement (as defined below) unless otherwise specified herein.

RECITALS

WHEREAS, concurrently with the execution of this Agreement, Parent, Merger Sub and eHi Car Services Limited, a Cayman Islands exempted company (the "Company"), are entering into an Amended and Restated Agreement and Plan of Merger, dated as of the date hereof (as it may be further amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company (the "Merger"), with the Company becoming the surviving entity and a wholly-owned subsidiary of Parent.

WHEREAS, on the date hereof, each of Horizon, Crawford, Dongfeng, Ctrip, CDH Car, Holdco, Midco and Parent have executed an Amended and Restated Contribution and Support Agreement (the "Contribution and Support Agreement"), pursuant to which each Rollover Shareholder has agreed, subject to the terms and conditions set forth therein and among other obligations, (a) to the contribution of all its Shares to Holdco in exchange for newly issued ordinary shares of Holdco immediately prior to the Closing in accordance with the terms thereof, and (b) to vote all of its Securities (as defined in the Contribution and Support Agreement) in favor of the authorization and approval of the Merger Agreement, the Plan of Merger and the Transactions, including the Merger, upon the terms and conditions set forth therein.

WHEREAS, on the date hereof, each Sponsor has entered into a letter agreement in favor of Holdco (each such letter, such Sponsor's "Equity Commitment Letter"), pursuant to which such Sponsor has agreed, subject to the terms and conditions set forth therein, to make a direct or indirect equity investment in Holdco immediately prior to the Closing in connection with the Transactions.

WHEREAS, on the date hereof, MBKP, Crawford Inc., Horizon, Dongfeng, the Ocean Sponsor and Ctrip have each executed a limited guarantee in favor of the Company with respect to certain obligations of Parent under the Merger Agreement (each, a "Limited Guarantee").

WHEREAS, MBKP, The Baring Asia Private Equity Fund VI, L.P.1, The Baring Asia Private Equity Fund VI, L.P.2, The Baring Asia Private Equity Fund VI Co-investment L.P., BPEA Teamsport Limited, Crawford Inc., Horizon, Dongfeng, Holdco, Midco, Parent, Merger Sub and RedStone Capital Management (Cayman) Limited entered into an Interim Investors Agreement dated as of April 6, 2018 (the "Original Agreement"), which currently governs the actions of Holdco, Midco, Parent and Merger Sub and the relationship among certain of the Investors with respect to the transactions contemplated by the Original Merger Agreement (the "Original Transactions").

WHEREAS, on the date hereof, RedStone Capital Management (Cayman) Limited, MBKP, The Baring Asia Private Equity Fund VI, L.P.1, The Baring Asia Private Equity Fund VI, L.P.2, The Baring Asia Private Equity Fund VI Co-investment L.P., BPEA Teamsport Limited, Crawford Inc., Horizon, Dongfeng, Holdco, Midco, Parent, Merger Sub and Fastforward Company Ltd have entered into a Termination Agreement, pursuant to which, among other things, the participation of each of RedStone Capital Management (Cayman) Limited, The Baring Asia Private Equity Fund VI, L.P.1, The Baring Asia Private Equity Fund VI, L.P.2, The Baring Asia Private Equity Fund VI Co-investment L.P. and BPEA Teamsport Limited in the Transactions was terminated.

WHEREAS, pursuant to Section 3.2 of the Original Agreement, the Original Parties (as defined below) wish to amend and restate the Original Agreement in its entirety, as set forth in this Agreement, and the Parties wish to agree to certain terms and conditions that will govern the actions of Holdco, Midco, Parent and Merger Sub and the relationship among the Investors with respect to the Transactions.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenant set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **AGREEMENTS AMONG THE INVESTORS.**

1.1 Actions Under the Merger Agreement; Contribution and Support Agreement; Equity Commitment Letters. MBKP and Horizon acting jointly shall have the sole power, authority and discretion to cause (a) Parent and Merger Sub to take any action or refrain from taking any action in order to comply with their obligations, satisfy their closing conditions or exercise their rights under the Merger Agreement, including (i) determining that the conditions set forth in Section 7.01 and Section 7.02 of the Merger Agreement (the "Closing Conditions") have been satisfied or waiving compliance with any agreement or condition in the Merger Agreement, including any Closing Condition, or (ii) terminating, amending or modifying the Merger Agreement and determining to consummate the Merger, and (b) Holdco, Midco, Parent and Merger Sub, as applicable, to take any action or refrain from taking any action in order to comply with their obligations, satisfy their closing conditions or exercise their rights under the Contribution and Support Agreement and the Equity Commitment Letters, as applicable; provided that MBKP and Horizon may not cause Holdco, Midco, Parent or Merger Sub, as applicable, to amend the Merger Agreement, the Contribution and Support Agreement or any Equity Commitment Letter in a way that has an impact on any Investor that is different from the impact on the other Investors in a manner that is materially adverse to such Investor without such Investor's written consent. Holdco, Midco, Parent and Merger Sub, as applicable, shall not, and the Investors shall not permit Holdco, Midco, Parent or Merger Sub, as applicable, to, determine that any Closing Condition has been satisfied, waive any Closing Condition, terminate, amend or modify the Merger Agreement, the Contribution and Support Agreement or any Equity Commitment Letter, or determine to close the Merger unless such action has been approved in advance in writing by each of MBKP and Horizon. Holdco, Midco, Parent and Merger Sub, as applicable, shall not take any action with respect to the Merger Agreement, the Contribution and Support Agreement or any Equity Commitment Letter, including granting or withholding of waivers or entering into amendments, unless such actions are in accordance with this Agreement. Parent and Merger Sub shall promptly provide each Investor with any notice they receive from the Company under the Merger Agreement.

1.2 Equity Commitment.

(a) For the avoidance of doubt, Exhibit A hereto sets forth the aggregate equity commitment of each Investor (such Investor's "Investor Equity Commitment"), which with respect to each Investor, equals (x) the number of Rollover Shares of such Investor (if any) multiplied by the Per Share Merger Consideration, plus (y) the amount of such Investor's Equity Commitment as defined and set forth in such Investor's Equity Commitment Letter (if any).

(b) If and to the extent Horizon determines after the date hereof, after prior consultation with MBKP, that it would be beneficial for one or more additional sponsors to provide additional equity capital for the consummation of the Transactions, each such additional sponsor (a "New Sponsor") shall (i) execute an adherence agreement to this Agreement in a form mutually agreed by MBKP and Horizon, (ii) execute an equity commitment letter and limited guarantee in substantially the form as the Equity Commitment Letters and Limited Guarantees in respect of the relevant portion of the equity commitment to be provided by such New Sponsor, and upon its execution of such documents, such New Sponsor shall become a "Sponsor", an "Investor" and a "Party" for purposes of this Agreement, and Exhibit A shall be updated to reflect the Investor Equity Commitment of each Investor, after giving effect to the equity commitment of such New Sponsor.

(c) If and to the extent Horizon determines after the date hereof, after prior consultation with MBKP, that it would be beneficial for one or more additional shareholders of the Company to contribute its Shares to Holdco in exchange for newly issued shares of Holdco, each such additional shareholder of the Company (a "New Rollover Shareholder") shall (A) execute an adherence agreement to this Agreement in a form mutually agreed by MBKP and Horizon, (B) execute a contribution and support agreement in substantially the form as the Contribution and Support Agreement in respect of the relevant portion of the equity commitment to be provided by such New Rollover Shareholder, and upon its execution of such documents, such New Rollover Shareholder shall become a "Rollover Shareholder", an "Investor" and a "Party" for purposes of this Agreement, and Exhibit A shall be updated to reflect the Investor Equity Commitment of each Investor, after giving effect to the equity commitment of such New Rollover Shareholder.

1.3 Required Information. Each of the Investors, on behalf of itself and its respective Affiliates, agrees to promptly provide to Parent (consistent with the timing required by the Merger Agreement or applicable Law, as applicable) any information about such Party (or its Affiliates) that Parent reasonably determines upon the advice of outside legal counsel is required to be included in (i) the Proxy Statement, (ii) the Schedule 13E-3 or (iii) any other filing or notification with any Governmental Authority in connection with the Transactions, including the Merger, this Agreement, the Equity Commitment Letters, the Limited Guarantees, the Contribution and Support Agreement or any other agreement or arrangement to which it is a party relating to the Transactions. Each of the Investors shall reasonably cooperate with Parent in connection with the preparation of the foregoing documents to the extent such documents relate to such Investor (or its Affiliates). Each of the Investors agrees to permit the Company to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith), its and its respective Affiliates' identity and beneficial ownership of the ordinary shares, ADSs or other equity securities of the Company and the nature of such Party's commitments, arrangements and understandings under this Agreement, the Equity Commitment Letters, the Limited Guarantee, the Contribution and Support Agreement or any other agreement or arrangement to which it (or their respective Affiliate) is a party relating to the Transactions, to the extent required by applicable Law or the SEC (or its staff) or by mutual agreement between the Company and Parent. Each of the Investors hereby represents and warrants to Parent as to itself and its Affiliates, as applicable, that, solely with respect to any information supplied by such Party in writing pursuant to this Section 1.3, none of such information contained or incorporated by reference in the Proxy Statement will at the time of the mailing of the Proxy Statement to the shareholders of the Company, at the time of the Shareholders' Meeting, or at the time of any amendments thereof or supplements thereto, and none of such information supplied or to be supplied by such Investor for inclusion or incorporation by reference in the Schedule 13E-3 to be filed with the SEC concurrently with each filing of the Proxy Statement will, at the time of such filing with the SEC, or at the time of filing with the SEC any amendments thereof or supplements thereto, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If required under applicable Law or requested by applicable Governmental Authorities following the time that all of the relevant facts and circumstances of a Party's involvement in the Transactions are provided to such Governmental Authorities and such Party has had a reasonable amount of time (taking into consideration the status of the applicable Governmental Authority's clearance of other related documents and filings relating to the Transactions, such as the Proxy Statement) to present and explain its positions with the applicable Governmental Authority, such Party agrees to join (and to cause its Affiliates to join) as a filing party to any Schedule 13E-3 filing discussed in the previous sentence.

1.4 Consummation of the Transactions.

(a) Subject to the terms and conditions of this Agreement, each of the Parties agrees and undertakes to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, the Merger Agreement or any other agreement contemplated hereby or thereby.

(b) In the event that the Closing Conditions are satisfied or waived in accordance with the terms of the Merger Agreement and this Agreement, and Parent and Merger Sub are obligated to consummate the Merger in accordance with the terms of the Merger Agreement, all Investors other than any Failing Investor (the "Closing Investors") acting unanimously shall have the right to (i) direct Holdco, Midco and Parent, as applicable, to enforce the obligations of such Failing Investor under its Equity Commitment Letter or the Contribution and Support Agreement, as applicable, and/or (ii) terminate the participation in the Transactions of such Failing Investor; provided that such termination shall not affect the rights or remedies of the Closing Investors against such Failing Investor with respect to such breach or threatened breach. If the Closing Investors terminate a Failing Investor's participation in the Transactions pursuant to the immediately preceding sentence, MBKP shall have the right (but not the obligation) to provide equity financing for the Transactions to replace the amount of such Failing Investor's Investor Equity Commitment ("Replacement Equity") (provided that MBKP's Replacement Equity shall not exceed an amount that, together with MBKP's Investor Equity Commitment, would result in MBKP holding more than 41.0% of the issued and outstanding equity interests or more than 31.5% of the aggregate voting power in Holdco on a fully-diluted basis as of the Closing without the prior written consent of Horizon (which consent shall be provided by Horizon in the event that Replacement Equity in excess of such amount is required to consummate the Merger and no source of alternative capital is readily available)). To the extent MBKP elects not to or cannot provide Replacement Equity in an aggregate amount equal to such Failing Investor's Investor Equity Commitment, the Closing Investors acting unanimously may offer one or more other Closing Investors or new investors the opportunity to provide Replacement Equity in an amount equal to the shortfall. A "Failing Investor" is any Investor that (A) breaches its obligation under the Equity Commitment Letter of such Investor to fund the Equity Commitment (as defined therein) or asserts in writing such Investor's unwillingness to fund such Equity Commitment, or (B) breaches its obligation, if any, under the Contribution and Support Agreement to contribute its Shares to Holdco or asserts in writing such Investor's unwillingness to perform such obligation.

1.5 Termination Fee and Expenses.

(a) If (i) the Merger Agreement is terminated pursuant to Section 8.02(a), Section 8.03(a) or Section 8.03(b) thereof, (ii) Parent is required to pay the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement and/or reimburse any expenses of the Company pursuant to the terms of the Merger Agreement, as applicable, and (iii) one of the Investors is a Defaulting Party, then such Defaulting Party shall pay to Parent an amount equal to the Parent Termination Fee and such expenses to be reimbursed, as applicable, by wire transfer of same day funds within three (3) Business Days following such termination of the Merger Agreement. If there is more than one Defaulting Party, each Defaulting Party's obligations under the immediately preceding sentence shall be reduced to its Pro Rata Portion of the Parent Termination Fee and/or such expenses, as applicable. A "Defaulting Party" is an Investor whose failure to perform its obligation under its Equity Commitment Letter (if any), the Contribution and Support Agreement (if party thereto) and/or this Agreement results in the termination of the Merger Agreement pursuant to Section 8.02(a), 8.03(a) or Section 8.03(b) thereof. A Defaulting Party's "Pro Rata Portion" for purposes of this Section 1.5(a) is a fraction, the numerator of which is the Investor Equity Commitment of such Defaulting Party and the denominator of which is the aggregate Investor Equity Commitments of all Defaulting Parties.

(b) If the Transactions are not consummated, and one of the Investors is a Breaching Party, then such Breaching Party shall promptly reimburse each other Investor who is not a Breaching Party (each, a "Non-Breaching Party") for all of such Non-Breaching Party's out-of-pocket costs and expenses incurred in connection with the Transactions, including (i) such Non-Breaching Party's share of the Shared Transaction Expenses and Shared DD Expenses (each as defined below), as applicable, without prejudice to any rights and remedies otherwise available to such Non-Breaching Party. If there is more than one Breaching Party, each Breaching Party's obligations under the immediately preceding sentence shall be reduced to its Pro Rata Portion of such costs and expenses. A "Breaching Party" is an Investor, the breach by such Investor or by an Affiliate of such Investor, in each case, of the obligations of such Investor or such Affiliate of such Investor under its Equity Commitment Letter (if any), the Contribution and Support Agreement (if party thereto) and/or this Agreement results in the failure of the Transactions to be consummated.

(c) If the Transactions are not consummated (and Section 1.5(b) does not apply), the Investors agree that (i) all Original Shared Transaction Expenses (as defined below) shall be borne by the Applicable Investors based on their respective Applicable TE Pro Rata Portion (as defined below) of such Original Shared Transaction Expenses, (ii) all Shared DD Expenses shall be borne by the Applicable Sponsors based on their respective DD Pro Rata Portion (as defined below) of such Shared DD Expenses, (iii) all Subsequent Shared Transaction Expenses (as defined below) shall be borne by the Applicable Investors based on their respective Applicable TE Pro Rata Portion of such Subsequent Shared Transaction Expenses, (iv) all Subsequent Investor Transaction Expenses (as defined below) shall be borne equally by the Applicable Investors and (v) all other fees and expenses of advisers or consultants retained solely by an Investor or Investors without the mutual agreement of each other Investor in accordance with the terms herein shall be borne solely by such Investor or Investors, as applicable.

(i) "Applicable Investors" means (A) with respect to Original Shared Transaction Expenses, the Original Investors, any New Sponsors and any New Rollover Shareholders, (B) with respect to Subsequent Shared Transaction Expenses and any remaining amounts in respect of the Company Termination Fee contemplated by Section 1.5(e) to be allocated among the Investors, the Investors, and (C) with respect to Subsequent Investor Transaction Expenses and any remaining amounts in respect of the Company Termination Fee contemplated by Section 1.5(e) to be allocated among the Subsequent Investors, the Subsequent Investors.

(ii) "Original Shared Transaction Expenses" means, collectively, all fees and expenses incurred on or prior to the date of this Agreement in connection with the Original Transactions and the Transactions (A) by the Joint Advisers (as defined below), except to the extent incurred solely for the benefit of one Investor, and (B) otherwise for the benefit of the Original Investors as mutually agreed in writing by MBKP and Horizon.

(iii) "Shared Transaction Expenses" means, collectively, Original Shared Transaction Expenses and Subsequent Shared Transaction Expenses.

(iv) "Subsequent Shared Transaction Expenses" means, collectively, all fees and expenses incurred after the date of this Agreement in connection with the Transactions (A) by the Joint Advisers (as defined below), except to the extent incurred solely for the benefit of one Investor, and (B) otherwise for the benefit of the Investors as mutually agreed in writing by MBKP and Horizon.

(v) "Subsequent Investor Transaction Expenses" means, collectively, without duplication, all fees and expenses incurred by advisers (the "Applicable Subsequent Investor Advisors") retained by the Subsequent Investors prior to the date of this Agreement in connection with (A) the Transactions and (B) the transactions contemplated by the Ocean/Ctrip Competing Transaction (as defined below) as further described on Schedule 1 hereto.

(vi) "TE Pro Rata Portion" means, with respect to an Applicable Investor, a fraction, the numerator of which shall be the Investor Equity Commitment of such Applicable Investor, and the denominator of which shall be the aggregate Investor Equity Commitments of all Applicable Investors, in each case, at the time of the determination thereof.

(vii) "Applicable Sponsors" means the Sponsors, other than the Ocean Sponsor.

(viii) "Shared DD Expenses" means, collectively, all fees and expenses incurred by the Applicable Sponsors in respect of Joint DD Advisers or otherwise for the benefit of the Applicable Sponsors as agreed in writing by the Applicable Sponsors in connection with the conducting of due diligence on the Company for purposes of the Original Transactions and the Transactions (the "Due Diligence").

(ix) "DD Pro Rata Portion" means, with respect to an Applicable Sponsor, a fraction, the numerator of which shall be such Sponsor's Investor Equity Commitment, and the denominator of which shall be the aggregate Investor Equity Commitments of all Applicable Sponsors, in each case, at the time of the determination thereof.

(d) Upon consummation of the Transactions, Holdco, Midco and Parent shall, or shall cause the Surviving Company to, reimburse the Investors for, or pay on behalf of the Investors, as the case may be, the Shared Transaction Expenses, the Shared DD Expenses and the Subsequent Investor Transaction Expenses, as applicable, which Shared Transaction Expenses, Shared DD Expenses and Subsequent Investor Transaction Expenses shall be settled in cash at the time of the Closing if reasonably practicable from the aggregate equity financing proceeds in connection with the Transactions.

(e) Any termination, break-up, reimbursement or other fees or amounts (including any Company Termination Fee) payable to Holdco, Midco, Parent or Merger Sub by the Company pursuant to the Merger Agreement shall be used to pay the Shared Transaction Expenses, and any remaining amount shall be allocated among the Investors in proportion to their respective Applicable TE Pro Rata Portions; provided that (i) the Applicable Sponsors' aggregate share of such remaining amount shall first be used to pay the Shared DD Expenses and any remaining amount thereafter shall then be allocated among the Applicable Sponsors in accordance with their respective DD Pro Rata Portions, and (ii) the Subsequent Investors' aggregate share of such remaining amount shall first be used to pay the Subsequent Investor Transaction Expenses and any remaining amount thereafter shall then be allocated among the Subsequent Investors' in accordance with their respective Applicable TE Pro Rata Portions.

(f) Notwithstanding anything to the contrary in this Agreement, to the extent that the Limited Guarantee of an Investor is enforced and neither such Party nor any of its Affiliates (other than Parent, Holdco, Midco or Merger Sub) is a Defaulting Party, the Defaulting Party (or Defaulting Parties, as applicable) shall promptly pay (or reimburse, as applicable) the amount of the Obligations (as defined in such Limited Guarantee) (or its applicable portion of the Obligations in the case of more than one Defaulting Party) that is payable thereunder directly to such Investor (i.e., the non-Defaulting Party), in lieu of payment (or reimbursement, as applicable) to Merger Sub as otherwise required under such Limited Guarantee and by this Agreement.

(g) Each Investor shall be responsible for its own Taxes and related Tax obligations arising from the Original Transactions and the Transactions (including Tax filings, payments and other obligations). The Investors shall cooperate with the Surviving Company in fulfilling the Surviving Company's Tax withholding, reporting, registration or similar obligations, if any, in connection with the Transactions.

(h) Notwithstanding anything herein to the contrary, each Investor acknowledges, and agrees to, the covenants and agreements set forth on Schedule 2.

1.6 Appointment of Advisers.

(a) The Parties acknowledge and agree that the advisers listed on Schedule 3 hereto (the "Joint Advisers") have been retained in connection with the Original Transactions and the Transactions and the fees and expenses of the Joint Advisers (other than any fees or expenses related to the Due Diligence) shall be treated as Original Shared Transaction Expenses, Subsequent Shared Transaction Expenses or Shared Transaction Expenses, as applicable, and reimbursable in accordance with Section 1.5. If the Investors wish to jointly retain any additional adviser or consultant (other than the Joint Advisers) in connection with the Transactions the fees and expenses of which are to be treated as Shared Transaction Expenses, such retention shall be subject to each Investor's prior written consent, and each Investor shall confirm in writing prior to such retention that the fees and expenses incurred by such adviser or consultant (other than any fees or expenses related to the Due Diligence) will be treated as Subsequent Shared Transaction Expenses and reimbursable in accordance with Section 1.5.

(b) The Applicable Sponsors acknowledge and agree that the advisers listed on Schedule 4 hereto (the "Joint DD Advisers") have been retained in connection with the Due Diligence and the fees and expenses of the Joint DD Advisers as they relate to the Due Diligence shall be treated as Shared DD Expenses and reimbursable pursuant to Section 1.5. If the Applicable Sponsors wish to jointly retain any additional adviser or consultant (other than the Joint DD Advisers) in connection with the Due Diligence, such retention shall be subject to each Applicable Sponsor's prior written consent, and each Applicable Sponsor shall confirm in writing prior to such retention that the fees and expenses incurred by such adviser or consultant as they relate to the Due Diligence will be treated as Shared DD Expenses and reimbursable pursuant to Section 1.5.

(c) Other than the Joint Advisers, Joint DD Advisers and Applicable Subsequent Investor Advisors, as applicable, if a Party requires separate representation in connection with specific issues arising out of the Transactions, such Party may retain other advisers or consultants to advise it; provided that such Party shall (i) provide prior notice to other Parties of such retention and (ii) subject to Sections 1.5(b), (d) and (e), be solely responsible for the fees and expenses of such separate advisers or consultants, unless each Party or each Applicable Sponsor, as applicable, agrees in writing that the fees and expenses incurred by such separate advisers or consultants will be treated as Subsequent Shared Transaction Expenses or Shared DD Expenses, as applicable, and reimbursable pursuant to Section 1.5.

2. REPRESENTATIONS AND WARRANTIES.

2.1 Representations. Each Party, severally and not jointly, hereby represents and warrants to the other Parties that: (a) if such Party is a corporate entity, it has the requisite power and authority to execute, deliver and perform this Agreement (including in respect of any obligations of such Party to cause or procure its Affiliates to take any actions or omit to take any actions pursuant hereto), (b) if such Party is a corporate entity, the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party, (c) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding agreement of such Party enforceable in accordance with the terms hereof, and (d) such Party's execution, delivery and performance of this Agreement will not violate: (i) if such Party is a corporate entity, any provision of its organizational documents; (ii) any material agreement to which such Party is a party or by which such Party is bound; or (iii) any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party.

3. EXCLUSIVITY

3.1 During the period commencing on the date hereof and ending on the date this Agreement is terminated pursuant to Section 4.1 (the "Exclusivity Period"), each Party agrees that it shall (and shall cause its Affiliates to):

(a) work exclusively with MBKP and Horizon to implement and consummate the Transactions, including the Merger;

(b) not, and shall not permit its Affiliates or any of its or their respective representatives to, directly or indirectly, (i) propose a Competing Transaction, or seek, solicit, initiate, induce, facilitate or encourage (including by way of furnishing any non-public information concerning the Company) inquiries or proposals concerning, or participate in any discussions, negotiations, communications or other activities with any person (other than the other Parties) concerning, or enter into or agree to, a Competing Transaction, (ii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue a Competing Transaction, (iii) finance or offer to finance any Competing Transaction, including by offering any equity or debt finance, or contribution of Shares, ADSs or other securities in the Company or provision of a voting agreement, in support of any Competing Transaction, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything which is inconsistent with the provisions of this Agreement or the Transactions, including the Merger, (v) Transfer (as defined in the Contribution and Support Agreement) any interest in any Shares or other securities in the Company, in each case, except as expressly contemplated by the Contribution and Support Agreement, (vi) enter into any contract, option or other arrangement or understanding with respect to a Transfer (as defined in the Contribution and Support Agreement) or limitation on voting rights of any Shares (including Shares represented by ADSs) or other securities in the Company, or any right, title or interest thereto or therein, (vii) deposit any Shares, ADSs or other securities in the Company into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Shares (including Shares represented by ADSs) or other securities in the Company, or (viii) seek, solicit, initiate, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other person regarding the matters described in Section 3.1(b)(i) to Section 3.1(b)(vii);

(c) immediately cease and terminate, and cause to be ceased and terminated, any discussions, negotiations, communications or other activities with any persons that may be ongoing with respect to any Competing Transaction; and

(d) promptly notify MBKP and Horizon if it or, to its knowledge, any of its Affiliates or any of its or their respective representatives receives any approach or communication with respect to any Competing Transaction, including the other persons involved and the nature and content of the approach or communication, and provide MBKP and Horizon with copies of any written communication with respect thereto.

3.2 Without limiting the generality of Section 3.1, each Subsequent Investor shall, and shall cause its Affiliates and its and their respective representatives to, (i) immediately cease and terminate, and cause to be ceased and terminated, all discussions, negotiations, agreements, communications and other activities among the Subsequent Investors, their respective Affiliates and their and their Affiliates' respective representatives, or otherwise with the Company, the Special Committee or any other person, relating to the proposal regarding a Competing Transaction submitted to the Company Board by Ctrip and an Affiliate of Ocean on or about June 29, 2018 (the "Ocean/Ctrip Competing Proposal") and (ii) promptly, and in any event no later than two (2) Business Days after the date hereof, take any and all actions as may be necessary to publicly withdraw, and make any and all filings with the SEC as may be required under applicable Law in connection with the withdrawal of, the Ocean/Ctrip Competing Proposal.

4. **MISCELLAENOUS.**

4.1 Effectiveness; Termination. This Agreement shall become effective on the date hereof and shall terminate (except with respect to Section 1.5 and Section 4) upon the earlier of (x) the Effective Time and (y) the termination of the Merger Agreement pursuant to Article VIII thereof; provided that any liability for failure to comply with the terms of this Agreement shall survive such termination.

4.2 Amendment. This Agreement may be amended or modified and the provisions hereof may be waived, only by an agreement in writing signed by each Investor.

4.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

4.4 Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

4.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of Hong Kong, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the Laws of any jurisdiction other than Hong Kong.

4.6 Dispute Resolution.

(a) Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (the "HKIAC") and resolved in accordance with the Arbitration Rules of the HKIAC in force at the relevant time (the "Rules") and as may be amended by this Section 4.6(a). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree on the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 4.6, any Party may, to the extent permitted under the Laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the Laws of Hong Kong, a court or authority hearing an application for injunctive relief may apply the procedural Law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 4.6(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 4.6(a) in any way.

4.7 Specific Performance. Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

4.8 Other Agreements. This Agreement, together with the Equity Commitment Letters, the Limited Guarantees and the Contribution and Support Agreement and the other agreements referenced herein, constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the parties hereto or any of their Affiliates with respect to the subject matter contained herein except for such agreements as are referenced herein which shall continue in full force and effect in accordance with their terms except as being expressly amended, clarified and supplemented herein. In the event of any conflict between the provisions of this Agreement and the provisions of the other agreements as are referenced herein, the provisions of this Agreement shall prevail.

4.9 Assignment. Neither this Agreement nor any rights, obligations or any performance arising under or relating to this Agreement may be assigned or delegated by any Party voluntarily or involuntarily, whether by operation of law or otherwise, without the prior written consent of each of the other Parties, except that this Agreement may be assigned by a Party to its Affiliate; provided that the Party making such assignment shall not be released from its obligations hereunder. Any attempted assignment or delegation in violation of this Section 4.9 shall be void.

4.10 Interpretation. The Section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. The words such as "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context requires otherwise. The word "including," or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if." References to "day" shall mean a calendar day unless otherwise indicated as a "Business Day."

4.11 Notice. All notices and other communications hereunder shall be in writing in the English language and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or e-mail, upon written confirmation of receipt by facsimile or e-mail, or (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized international next-day courier. All notices hereunder shall be delivered to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 4.11):

(a) If to MBKP:

MBK Partners IV, L.P.
c/o MBK Partners Management Consulting (Shanghai) Co., Ltd.
Unit 3904, K.Wah Center
1010 Huai Hai M. Road
Shanghai, China
Attention: Hongfei Yu
Lei Han
Facsimile: +86 21 3401 2999
E-mail: hongfei.yu@mbkpartnerslp.com
lei.han@mbkpartnerslp.com

With a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
29/F Alexandra House
18 Chater Road
Central, Hong Kong
Attention: Tim Gardner
William Welty
Facsimile: +852-3015-9354
E-mail: tim.gardner@weil.com
william.welty@weil.com

(b) If to Horizon:

L & L Horizon, LLC
Unit 12/F, Building No.5, Guosheng Center
388 Daduhe Road
Shanghai, 200062, China
Attention: Mr. Ray RuiPing Zhang
Facsimile: +86 21 5489 1121
E-mail: xjhsh168@qq.com

With a copy (which shall not constitute notice) to:

Pillar Legal, P.C.
Suite 1419-1420, Far East Building
1101 Pudong South Road, Pudong District
Shanghai 200120, China
Attention: Greg Pilarowski
E-mail: greg@pillarlegalpc.com

(c) If to Crawford:

The Crawford Group, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
U.S.A.
Attention: Pamela M. Nicholson, Chief Executive Officer
Facsimile: +1 314 512 4070
E-mail: Pamela.M.Nicholson@ehi.com

With a copy (which shall not constitute notice) to:

The Crawford Group, Inc.
c/o Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
U.S.A.
Attention: Michael W. Andrew, Senior Vice President and General Counsel
Facsimile: +1 314 512 5823
E-mail: Mike.Andrew@ehi.com

(d) If to Dongfeng:

Dongfeng Asset Management Co. Ltd.
Special No.1 DongFeng Road
WuHan Economic&Technical Development Zone
WuHan, HuBei Province, PRC, 430056
Attention: Zhang Xiao
Wang You
E-mail: zhxiao@dfmc.com.cn
wangy@dfmc.com.cn

(e) If to Ocean:

Ocean Imagination L.P.
Room 303, 3rd Floor, St. George's Building
2 Ice House Street
Central, Hong Kong
Attention: Tianyi Jiang
E-mail: tony.jiang@oceanlp.com

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attention: Z. Julie Gao
Haiping Li
E-mail: Julie.Gao@skadden.com
Haiping.Li@skadden.com

(f) If to Ctrip:

Ctrip.com International, Ltd.
Building 16, 968 Jinzhong Road
Shanghai, People's Republic of China
Attention: Jay Shen
E-mail: jie_shen@Ctrip.com

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attention: Z. Julie Gao
Haiping Li
E-mail: Julie.Gao@skadden.com
Haiping.Li@skadden.com

(g) If to Holdco, Midco, Parent or Merger Sub:

c/o MBK Partners Management Consulting (Shanghai) Co., Ltd.
Unit 3904, K.Wah Center
1010 Huai Hai M. Road
Shanghai, China
Attention: Hongfei Yu
Lei Han
Facsimile: +86 21 3401 2999
E-mail: hongfei.yu@mbkpartnerslp.com
lei.han@mbkpartnerslp.com

With a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
29/F Alexandra House
18 Chater Road
Central, Hong Kong
Attention: Tim Gardner
William Welty
Facsimile: +852 3015 9354
E-mail: tim.gardner@weil.com
william.welty@weil.com

4.12 Confidentiality.

(a) Except as permitted under Section 4.13, no Party shall, and each Party shall direct its Affiliates and officers, directors, employees, accountants, consultants, financial and legal advisors, agents and other authorized representatives (such Party's "Representatives") not to, disclose any Confidential Information (as defined below) received by it (the "Recipient") from any other Party (the "Discloser") to any Third Party, other than to (i) such Party's Affiliates and Representatives and (ii) subject to Section 1.3, potential New Sponsors and potential New Rollover Shareholders. No Party shall, and each Party shall direct its Affiliates and Representatives not to, use any Confidential Information for any purpose other than for the purposes of giving effect to and performing its obligations under this Agreement or evaluating, negotiating and implementing the Transactions.

(b) Subject to Section 4.12(c), the Recipient shall, and shall direct its Affiliates and Representatives that receive Confidential Information to, return or destroy (in the Recipient's sole discretion), upon written request of the Discloser, any Confidential Information which falls within clause (i) of the definition of Confidential Information; provided that with respect to any electronic data that constitutes Confidential Information, the foregoing obligation shall not apply to any electronic data stored on the back-up tapes of the Recipient's hardware. Notwithstanding the foregoing, the Investors shall be permitted to retain copies of the Confidential Information in order to comply with legal, regulatory or internal policy requirements.

(c) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 4.12 shall continue to apply for a period of 12 months following termination of this Agreement pursuant to Section 4.1, unless otherwise agreed in writing.

(d) "Confidential Information" includes (i) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transactions, unless such information (A) is already known to such Party or to others not known by such Party to be bound by a duty of confidentiality, (B) is or becomes publicly available other than through a breach of this Agreement by such Party or its Representatives or (C) is independently developed by such Party or its Representatives without the use of Confidential Information and (ii) the existence or terms of, and any negotiations or discussions relating to, this Agreement and any definitive documentation, including the Merger Agreement.

4.13 Permitted Disclosures. A Party may disclose Confidential Information (a) to those of its Affiliates and Representatives as such Party reasonably deems necessary to give effect to, perform its obligations under or enforce this Agreement or evaluate, negotiate and implement the Transactions, but only on a confidential basis; or (b) if required by Law or a court of competent jurisdiction, the United States Securities and Exchange Commission or any other regulatory body or international stock exchange having jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.

4.14 Original Agreement. Each of MBKP, Crawford Inc., Horizon, Dongfeng, Holdco, Midco, Parent and Merger Sub (the "Original Parties") agrees and confirms that the Original Agreement is hereby amended and restated in its entirety, and is in force and effect only as so amended and restated

4.15 Counterparts. This Agreement may be executed in one or more counterparts and when so executed such counterparts shall constitute a single Agreement. Execution by facsimile or scanned to e-mail format signatures shall be legal, valid and binding.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above

MBKP PARTNERS FUND IV, L.P.

By: MBK Partners GP IV, L.P., its general partner

By: MBK GP IV, Inc., its general partner

By: /s/ Michael ByungJu Kim
Name: Michael ByungJu Kim
Title: Director

[Signature Page to A&R Interim Investors Agreement]

L & L HORIZON, LLC

By: /s/ Ray Ruiping Zhang
Name: Ray Ruiping Zhang
Title: Member Manager

[Signature Page to A&R Interim Investors Agreement]

THE CRAWFORD GROUP, INC.

By: /s/ Rick A. Short
Name: Rick A. Short
Title: Vice President

[Signature Page to Interim Investors Agreement]

ICG HOLDINGS 1, LLC

By: THE CRAWFORD GROUP, INC.,
its sole member

By: /s/ Rick A. Short
Name: Rick A. Short
Title: Vice President

[Signature Page to Interim Investors Agreement]

ICG HOLDINGS 2, LLC

By: THE CRAWFORD GROUP, INC.,
its sole member

By: /s/ Rick A. Short
Name: Rick A. Short
Title: Vice President

[Signature Page to Interim Investors Agreement]

DONGFENG ASSET MANAGEMENT CO. LTD.

By: /s/ Lu Feng
Name: Lu Feng
Title: General Manager

[Signature Page to Interim Investors Agreement]

OCEAN IMAGINATION L.P.

By: Ocean Voyage L.P., its general partner

By: Ocean General Partners Limited, its general partner

By: /s/ Tianyi Jiang
Name: Tianyi Jiang
Title: Director

[Signature Page to Interim Investors Agreement]

CTRIP INVESTMENT HOLDING LTD.

By: /s/ Cindy Xiaofan Wang
Name: Cindy Xiaofan Wang
Title: Director

[Signature Page to Interim Investors Agreement]

CDH CAR RENTAL SERVICE LIMITED

By: /s/ Xu Li
Name: Xu Li
Title: Director

[Signature Page to Interim Investors Agreement]

TEAMSPORT TOPCO LIMITED

By: /s/ Kenchiro Kagasa
Name: Kenchiro Kagasa
Title: Director

TEAMSPORT MIDCO LIMITED

By: /s/ Kenchiro Kagasa
Name: Kenchiro Kagasa
Title: Director

TEAMSPORT PARENT LIMITED

By: /s/ Kenchiro Kagasa
Name: Kenchiro Kagasa
Title: Director

TEAMSPORT BIDCO LIMITED

By: /s/ Kenchiro Kagasa
Name: Kenchiro Kagasa
Title: Director

[Signature Page to Interim Investors Agreement]

SCHEDULE 1
SUBSEQUENT INVESTOR TRANSACTION EXPENSES

Advisors	Fees (USD)
Skadden	906,824.27
Ropes and Gray	400,766
Forbes Hare	103,976
Mayer Brown JSM	9,301
Cleary Gottlieb Steen & Hamilton	74,830
Michael Tod QC	33,455
Miscellaneous	57,872

SCHEDULE 2
ADDITIONAL COVENANTS

Reference is made to that certain Amended and Restated Interim Investors Agreement, dated as of February 18, 2019 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "IIA"). Capitalized terms used but not defined herein shall have the meanings given thereto in the IIA, the Merger Agreement, or the August 8 Cost-Sharing Email (as defined below), as applicable.

1. Notwithstanding anything in the IIA or in the August 8 Cost-Sharing Email to the contrary, the Original Investors agree that the following fees and expenses shall be deemed to (i) have been incurred for the benefit of all Original Investors and (ii) be Original Shared Transaction Expenses that shall be borne by the Original Investors, or Holdco, Midco, Parent or the Surviving Company, as applicable, in accordance with Section 1.5 of the IIA:

- US$7,651,391, which represents the aggregate consideration in excess of US$6.125 per Class A Share, ADS and Class B Share paid by Crawford Inc. to Ignition Growth Managing Directors Fund I, LLC and Ignition Growth Capital I, L.P. (collectively, the "Ignition Sellers") for the direct purchase of 37,501 Class A Shares and 533,885 ADSs at a price of US$6.75 per Class A Share and ADS, as applicable, and the indirect purchase of 6,187,197 Class B Shares at a price of US$7.25 per Class B Share, held by ICG Holdco 1 and ICG Holdco 2 pursuant to the terms of that certain Secondary Stock Purchase Agreement, dated as of August 9, 2018 (the "Ignition Purchase Agreement"), by and among the Ignition Sellers, ICG Holdco 1, ICG Holdco 2 and Crawford Inc.

- US$103,000, representing the aggregate fees and expenses of Thompson Coburn LLP and Freshfields Bruckhaus Deringer LLP, counsel to Crawford Inc., incurred by Crawford Inc. and its Affiliates after August 8, 2019 in connection with the exercise of Crawford Inc.'s right of first offer under Section 3.7 of that certain Third Amended and Restated Investors' Rights Agreement, dated as of December 11, 2013, by and among the Company, Mr. Ruiping Zhang, Crawford Inc., Ctrip and the other parties thereto.

- Without duplication and subject to the terms and conditions of that certain email agreement acknowledged and confirmed by Crawford Inc., MBKP and Horizon on August 8, 2018 (the "August 8 Cost-Sharing Email"), any Losses incurred by Crawford, Inc. or any of its Affiliates in connection with the exercise of the Crawford ROFO Rights, including: (i) fees and expenses of counsel to Crawford Inc. incurred after August 8, 2019 in connection with the exercise of the Crawford ROFO Rights; and (ii) the amount of any additional consideration payable by Crawford Inc. as a price adjustment for (x) the Purchased Shares (as defined in the Ignition Purchase Agreement) pursuant to Section 1.2 of the Ignition Purchase Agreement and/or (y) the GS Offered Shares pursuant to the provisions of a GS Purchase Agreement, if any, that corresponds to Section 1.2 of the Ignition Purchase Agreement.

2. This Schedule 2 amends and restates in its entirety the August 8 Cost-Sharing Email, except for the portions of the August 8 Cost-Sharing Email relating to the Crawford ROFO Rights, the Ignition Offered Securities and the GS Offered Shares to the extent not amended by this Schedule 2 (including, for avoidance of doubt, paragraphs 3(a) through (k) of the August 8 Cost-Sharing Email) which shall be deemed incorporated by reference into this Schedule 2 and continue in full force and effect in accordance with their terms, provided, however, that references to the Baring Funds (as defined in the Original Agreement referred to in the IIA) and their Affiliates in such portions of the August 8 Cost-Sharing Email relating to the Crawford ROFO Rights, the Ignition Offered Securities and the GS Offered Shares shall be disregarded.

SCHEDULE 3
JOINT ADVISERS

McKinsey & Company
PricewaterhouseCoopers
Weil, Gotshal & Manges
Fangda Partners

SCHEDULE 4
JOINT DD ADVISERS

McKinsey & Company
PricewaterhouseCoopers
Weil, Gotshal & Manges
Fangda Partners

EXHIBIT A
INVESTOR EQUITY COMMITMENT

Investor	Rollover Shares		Equity Commitment	Percentage of Aggregate Investor Equity Commitments
MBK Partners Fund IV, L.P.	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 0 0	US$380,484,849.50	40.62%
L & L Horizon, LLC	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 7,142,432 0	N/A	4.67%
The Crawford Group, Inc.	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	37,501 18,694,003 533,885	US$135,593,633.50	27.42%
ICG Holdings 1, LLC	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 3,030,839 0	N/A	1.98%
ICG Holdings 2, LLC	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 3,156,358 0	N/A	2.07%

Investor	Rollover Shares		Equity Commitment	Percentage of Aggregate Investor Equity Commitments
Dongfeng Asset Management Co. Ltd.	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	5,000,000 0 0	N/A	3.27%
Ocean Imagination L.P.	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 0 0	US$11,842,221.88	1.53%
Ctrip Investment Holding Ltd.	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	4,300,000 15,168,193 0	N/A	12.73%
CDH Car Rental Service Limited	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	100,000 8,599,211 219,382	N/A	5.71%
			TOTAL	100%

Exhibit 7.26

EXECUTION VERSION

AMENDED AND RESTATED LIMITED GUARANTEE

LIMITED GUARANTEE, dated as of February 18, 2019 (this "Limited Guarantee"), by L & L Horizon, LLC (the "Guarantor"), in favor of eHi Car Services Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the "Guaranteed Party"), which amends and restates in its entirety that certain Limited Guarantee, dated as of April 6, 2018 (the "Original Limited Guarantee"), by the Guarantor in favor of the Guaranteed Party.

1. GUARANTEE.

(a) To induce the Guaranteed Party to enter into that certain Amended and Restated Agreement and Plan of Merger, dated as of February 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), among the Guaranteed Party, Teamsport Parent Limited ("Parent") and Teamsport Bidco Limited ("Merger Sub"), pursuant to which Merger Sub will merge with and into the Guaranteed Party (the "Merger"), with the Guaranteed Party continuing as the surviving company in the Merger and a wholly-owned Subsidiary of Parent, the Guarantor, intending to be legally bound, hereby absolutely, irrevocably and unconditionally guarantees to the Guaranteed Party, on the terms and conditions set forth herein, the due and punctual payment when due of 4.67% (the "Guaranteed Percentage") of the payment obligations of Parent with respect to (i) the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement and (ii) any amounts payable pursuant to Section 8.06(d) of the Merger Agreement, in each case of clauses (i) and (ii), if and to the extent those obligations become payable under the Merger Agreement, subject to the terms and limitations of Section 8.06(f) of the Merger Agreement (the "Obligations"); *provided* that in no event shall the Guarantor's aggregate liability under this Limited Guarantee exceed US$1,313,450.72 less the amount equal to the product of (A) any amount actually paid by or on behalf of Parent to the Guaranteed Party in respect of the Obligations multiplied by (B) the Guaranteed Percentage (the "Cap"), it being understood that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Cap (and to the provisions of Section 8 and Section 9). The Guaranteed Party hereby agrees that in no event shall the Guarantor be required to pay to any person under, in respect of, or in connection with, this Limited Guarantee, an amount in excess of the Cap or the Guaranteed Percentage of the Obligations, and that the Guarantor shall not have any obligation or liability to the Guaranteed Party relating to, arising out of or in connection with, this Limited Guarantee or the Merger Agreement other than as expressly set forth herein. The Guaranteed Party further acknowledges that in the event that Parent has satisfied a portion but not all of the Obligations, payment of the Guaranteed Percentage of the unsatisfied Obligations by the Guarantor (or by any other person, including Parent or Merger Sub, on behalf of the Guarantor) shall constitute satisfaction in full of the Guarantor's obligation to the Guaranteed Party with respect thereto. This Limited Guarantee may be enforced for the payment of money only. All payments hereunder shall be made in lawful money of the United States, or other currencies if otherwise agreed by the parties hereto, in immediately available funds. Concurrently with the delivery of this Limited Guarantee, each party set forth on Schedule A (each, an "Other Guarantor") is also entering into a limited guarantee or an amended and restated limited guarantee, as applicable, substantially identical to this Limited Guarantee (each, an "Other Guarantee") with the Guaranteed Party. This Limited Guarantee shall become effective upon the substantially simultaneous signing of the Other Guarantees. Each capitalized term used and not defined herein shall have the meaning ascribed to it in the Merger Agreement, except as otherwise provided herein.

(b) All payments made by the Guarantor pursuant to this Limited Guarantee shall be free and clear of any deduction, offset, defense, claim or counterclaim of any kind. If Parent fails to pay or cause to be paid the Obligations as and when due pursuant to Section 8.06(b) or Section 8.06(d) of the Merger Agreement, as applicable, and subject to the other relevant terms and limitations of the Merger Agreement, then the Guarantor's liabilities to the Guaranteed Party hereunder in respect of the Obligations shall, upon the Guaranteed Party's demand, become immediately due and payable and the Guaranteed Party may at any time and from time to time, at the Guaranteed Party's option, and so long as Parent remains in breach of the Obligations, take any and all actions available hereunder or under applicable Law to collect the Obligations from the Guarantor, subject to the Cap.

(c) The Guarantor agrees to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred by the Guaranteed Party in connection with the enforcement of its rights hereunder in the event that (i) the Guarantor asserts in any arbitration, litigation or other proceeding that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the Guaranteed Party prevails in such arbitration, litigation or other proceeding or (ii) the Guarantor fails or refuses to make any payment to the Guaranteed Party hereunder when due and payable and it is determined judicially or by arbitration that the Guarantor is required to make such payment hereunder.

(d) In furtherance of the foregoing, the Guarantor acknowledges that the Guaranteed Party may, in its sole discretion, bring and prosecute a separate action or actions against the Guarantor for the full amount of the Guarantor's Guaranteed Percentage of the Obligations (subject to the Cap), regardless of whether an action is brought against Parent, Merger Sub or any Other Guarantor or whether Parent, Merger Sub or any Other Guarantor is joined in any such action or actions.

2. NATURE OF GUARANTEE.

The Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. Subject to the terms hereof, the Guarantor's liability hereunder is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment or waiver of or any consent to departure from the Merger Agreement that may be agreed to by Parent or Merger Sub (except where this Limited Guarantee is terminated in accordance with Section 8). In the event that any payment to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain liable hereunder with respect to its Guaranteed Percentage of the Obligations (subject to the Cap) as if such payment had not been made by the Guarantor. This Limited Guarantee is an unconditional guarantee of payment and not of collection. This Limited Guarantee is a primary obligation of the Guarantor and is not merely the creation of a surety relationship, and the Guaranteed Party shall not be required to proceed against Parent or Merger Sub first before proceeding against the Guarantor hereunder.

3. CHANGES IN OBLIGATIONS, CERTAIN WAIVERS.

(a) The Guarantor agrees that the Guaranteed Party may at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of any of the Obligations, and may also make any agreement with Parent and/or Merger Sub for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Parent or Merger Sub without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee. The Guarantor agrees that its obligations hereunder shall not be released or discharged (except in the case where this Limited Guarantee is terminated in accordance with Section 8), in whole or in part, or otherwise affected by (i) the failure or delay on the part of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent, Merger Sub or any Other Guarantor, (ii) any change in the time, place or manner of payment of the Obligations or any rescission, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement made in accordance with the terms thereof or any agreement evidencing, securing or otherwise executed in connection with the Obligations (in each case, except in the event of any amendment to the circumstances under which the Obligations are payable), (iii) any legal or equitable discharge or release (other than a discharge or release as a result of payment in full of the Guaranteed Percentage of the Obligations in accordance with their terms, a discharge or release of Parent and/or Merger Sub with respect to the Obligations under the Merger Agreement, or as a result of defenses to the payment of the Obligations that would be available to Parent and/or Merger Sub under the Merger Agreement) of any person now or hereafter liable with respect to any of the Obligations or otherwise interested in the Transactions, (iv) any change in the corporate existence, structure or ownership of Parent, Merger Sub or any other person now or hereafter liable with respect to any of the Obligations or otherwise interested in the Transactions, (v) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent, Merger Sub or any other person now or hereafter liable with respect to any of the Obligations or otherwise interested in the Transactions, (vi) the existence of any claim, set-off or other right which the Guarantor may have at any time against Parent or Merger Sub or the Guaranteed Party, whether in connection with the Obligations or otherwise, or (vii) the adequacy of any other means the Guaranteed Party may have of obtaining payment of the Obligations.

(b) To the fullest extent permitted by Law, the Guarantor hereby expressly waives any and all rights or defenses arising by reason of any Law that would otherwise require any election of remedies by the Guaranteed Party. The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of any of the Obligations incurred and all other notices of any kind (other than notices to Parent and/or Merger Sub pursuant to the Merger Agreement or as expressly required pursuant to this Limited Guarantee), all defenses that may be available by virtue of any valuation, stay, moratorium Law or other similar Law now or hereafter in effect, any right to require the marshalling of assets of Parent or Merger Sub or any other person interested in the Transactions (including any Other Guarantor), and all suretyship defenses generally (other than defenses to the payment of the Obligations that are available to Parent and/or Merger Sub under the Merger Agreement or a breach by the Guaranteed Party of this Limited Guarantee). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the Transactions and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

(c) The Guaranteed Party hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Subsidiaries and its Affiliates not to institute, directly or indirectly, any proceeding or bring any other claim (whether in tort, contract or otherwise) arising under, or in connection with, the Merger Agreement, the Transactions, or the Contribution and Support Agreement, against the Guarantor or any Non-Recourse Party (as defined below), except for claims against the Guarantor under this Limited Guarantee (subject to the limitations set forth herein) and against each Other Guarantor under its Other Guarantee (subject to the limitations set forth therein). The Guarantor hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Subsidiaries and its Affiliates not to institute, directly or indirectly, any proceeding asserting or assert as a defense in any proceeding, subject to clause (ii) of the last sentence of clause (d) hereof, that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms.

(d) The Guarantor hereby unconditionally and irrevocably waives and agrees not to exercise any rights that it may now have or hereafter acquire against Parent or Merger Sub that arise from the existence, payment, performance, or enforcement of the Guarantor's obligations under or in respect of this Limited Guarantee (subject to the Cap) or any other agreement in connection therewith, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent, Merger Sub or any Other Guarantor, whether or not such claim, remedy or right arises in equity or under contract, statute or common Law, including the right to take or receive from Parent, Merger Sub or any Other Guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Percentage of the Obligations and all other amounts payable under this Limited Guarantee shall have been paid in full in immediately available funds. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of the Guaranteed Percentage of the Obligations and all other amounts payable under this Limited Guarantee (subject to the Cap), such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations and all other amounts payable under this Limited Guarantee, whether matured or unmatured, or to be held as collateral for the Guaranteed Percentage of the Obligations or other amounts payable under this Limited Guarantee thereafter arising. Notwithstanding anything to the contrary contained in this Limited Guarantee (but subject to Section 3(a)), the Guaranteed Party hereby agrees that: (i) to the extent Parent and Merger Sub are relieved of any of their obligations with respect to the Parent Termination Fee, the Guarantor shall be similarly relieved of its Guaranteed Percentage of such obligations under this Limited Guarantee, and (ii) the Guarantor shall have all defenses to the payment of its obligations under this Limited Guarantee (which in any event shall be subject to the Cap) that would be available to Parent and/or Merger Sub under the Merger Agreement with respect to the Obligations.

4. NO WAIVER; CUMULATIVE RIGHTS.

No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by Law shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the Guaranteed Party's rights against, Parent or any other person (including any Other Guarantor) liable for any of the Obligations prior to proceeding against the Guarantor hereunder, and the failure by the Guaranteed Party to pursue rights or remedies against Parent or Merger Sub (or any Other Guarantor) shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of Law, of the Guaranteed Party.

5. REPRESENTATIONS AND WARRANTIES.

The Guarantor hereby represents and warrants that:

(a) the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action on the Guarantor's part and do not contravene any Law, regulation, rule, decree, order, judgment or contractual restriction binding on the Guarantor or its assets or properties;

(b) except as is not, individually or in the aggregate, reasonably likely to impair or delay the Guarantor's performance of its obligations hereunder in any material respect, all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with;

(c) assuming due execution and delivery of this Limited Guarantee and the Merger Agreement by the Guaranteed Party, this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at Law); and

(d) the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee, and all funds necessary for the Guarantor to fulfill its obligations under this Limited Guarantee shall be available to the Guarantor (or its assignee pursuant to Section 6) for so long as this Limited Guarantee shall remain in effect in accordance with Section 8.

6. NO ASSIGNMENT.

Neither the Guarantor nor the Guaranteed Party may assign or delegate (whether by operation of Law, merger, consolidation or otherwise) its rights, interests or obligations hereunder to any other person, in whole or in part, without the prior written consent of the other party hereto , except that the Guarantor may assign or delegate all or part of its rights, interests and obligations hereunder, without the prior written consent of the Guaranteed Party, to (a) any Other Guarantor or (b) any of the Guarantor's Affiliates, or any other investment fund or investment vehicle advised or managed by the Guarantor or such Affiliate, to the extent that such person has been allocated, in accordance with the Equity Commitment Letter, all or a portion of the Guarantor's investment commitment to Holdco; *provided* that any such assignment or delegation shall not relieve the Guarantor of its obligations hereunder to the extent not performed by such Other Guarantor, Affiliate, fund or investment vehicle. Any assignment or delegation in violation of this Section 6 shall be null and void and of no force and effect.

7. NOTICES.

All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in the Merger Agreement (and shall be deemed given as specified therein), as follows:

if to the Guarantor:

L & L Horizon, LLC
Unit 12/F, Building No.5, Guosheng Center
388 Daduhe Road
Shanghai, 200062, China
Attention: Mr. Ray RuiPing Zhang
Facsimile: +86 21 5489 1121
Email: xjhsh168@qq.com

with a copy to:

Pillar Legal, P.C.
Suite 1419-1420, Far East Building
1101 Pudong South Road, Pudong District
Shanghai 200120, China
Attention: Greg Pilarowski
Email: greg@pillarlegalpc.com

If to the Guaranteed Party, as provided in the Merger Agreement.

8. CONTINUING GUARANTEE.

(a) Subject to the last sentence of Section 3(d), this Limited Guarantee may not be revoked or terminated and shall remain in full force and effect and shall be binding on the Guarantor, its successors and assigns until the earliest to occur of (i) all of the Obligations (subject to the Cap) payable under this Limited Guarantee having been paid in full by the Guarantor, (ii) the Effective Time, (iii) the termination of the Merger Agreement in accordance with its terms by mutual consent of Parent and the Guaranteed Party or under circumstances in which Parent and Merger Sub would not be obligated to pay the Parent Termination Fee under Section 8.06(b) of the Merger Agreement and (iv) ninety (90) days after any termination of the Merger Agreement in accordance with its terms under circumstances in which Parent and Merger Sub would be obligated to pay the Parent Termination Fee under Section 8.06(b) of the Merger Agreement if the Guaranteed Party has not presented a bona fide written claim for payment of any Obligation to the Guarantor by such 90th day; *provided* that if the Guaranteed Party has presented such claim to the Guarantor by such date, this Limited Guarantee shall terminate upon the date such claim is finally satisfied or otherwise resolved by agreement of the parties hereto or pursuant to Section 10. The Guarantor shall have no further obligations under this Limited Guarantee following termination in accordance with this Section 8.

(b) Notwithstanding the foregoing, in the event that the Guaranteed Party or any of its Affiliates asserts in any litigation or other proceeding relating to this Limited Guarantee (i) that the provisions of Section 1 limiting the Guarantor's maximum aggregate liability to the Cap or that the provisions of Sections 8, 9, 10, 13, 14 or the last sentence of Section 3(d) are illegal, invalid or unenforceable in whole or in part, (ii) that the Guarantor is liable in excess of or to a greater extent than the Guaranteed Percentage of the Obligations or the Cap, or (iii) any theory of liability against the Guarantor or any Non-Recourse Parties (as defined below) with respect to the Merger Agreement, the Contribution and Support Agreement or the Transactions or the liability of the Guarantor under this Limited Guarantee (as limited by the provisions hereof, including Section 1), other than the Retained Claims (as defined below), then (x) the obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and shall thereupon be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party, and (z) neither the Guarantor nor any Non-Recourse Parties shall have any liability whatsoever (whether at Law or in equity, whether sounding in contract, tort, statute or otherwise) to the Guaranteed Party or any of its Affiliates with respect to the Merger Agreement, the Contribution and Support Agreement, the Transactions, this Limited Guarantee or any other agreement or instrument delivered in connection with this Limited Guarantee or the Merger Agreement (including the Equity Commitment Letters and the Contribution and Support Agreement).

9. NO RECOURSE.

Notwithstanding anything to the contrary that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party agrees and acknowledges that (a) no person other than the Guarantor has any obligations hereunder, notwithstanding that the Guarantor is a limited liability company, (b) the Guaranteed Party has no right of recovery under this Limited Guarantee or in any document or instrument delivered in connection herewith, or for any claim based on, in respect of, or by reason of, such obligations or their creation, against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, advisors, representatives, Affiliates (other than any assignee under Section 6), members, managers, or general or limited partners of any of the Guarantor, Parent, Merger Sub or any Other Guarantor, or any former, current or future equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate (other than any assignee under Section 6), agent, advisor, or representative of any of the foregoing (each a "Non-Recourse Party"), through Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate (or limited partnership or limited liability company) veil, by or through theories of agency, alter ego, unfairness, undercapitalization or single business enterprise, by or through a claim by or on behalf of Parent and/or Merger Sub against any Non-Recourse Party (including any claim to enforce the Contribution and Support Agreement), by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, and (c) the only rights of recovery and claims that the Guaranteed Party has in respect of the Merger Agreement or the Transactions are its rights to recover from, and assert claims against, (i) Parent and Merger Sub under and to the extent expressly provided in the Merger Agreement, (ii) the Guarantor (but not any Non-Recourse Party) under and to the extent expressly provided in this Limited Guarantee (subject to the Cap and the other limitations described herein), (iii) the Other Guarantors pursuant to and subject to the limitations set forth in the Other Guarantees and (iv) the Other Guarantors and their respective successors and assigns under the Equity Commitment Letters pursuant to and in accordance with the terms thereof (claims under (i), (ii), (iii) and (iv) collectively, the "Retained Claims"). The Guaranteed Party acknowledges the separate corporate existence of Parent and Merger Sub and acknowledges and agrees that Parent and Merger Sub have no assets other than certain contract rights and cash in a *de minimis* amount and that no additional funds are expected to be contributed to Parent or Merger Sub unless and until the Closing occurs. Other than as expressly provided under Section 9.08 of the Merger Agreement and Section 4 of the Equity Commitment Letter, recourse against the Guarantor under and pursuant to the terms of this Limited Guarantee and against the Other Guarantors pursuant to the terms of the Other Guarantees shall be the sole and exclusive remedy of the Guaranteed Party and all of its Affiliates against the Guarantor and the Non-Recourse Parties in respect of any liabilities or obligations arising under, or in connection with, this Limited Guarantee, the Other Guarantees, the Merger Agreement, the Equity Commitment Letters, the Contribution and Support Agreement or the Transactions, including by piercing of the corporate (or limited partnership or limited liability company) veil, or by a claim by or on behalf of Parent or Merger Sub. The Guaranteed Party hereby covenants and agrees that, other than with respect to the Retained Claims, it shall not, and it shall cause its Affiliates not to, institute any proceeding or bring any claim in any way under, in connection with or in any manner related to the Transactions (whether at Law or in equity, whether sounding in contract, tort, statute or otherwise) against any Non-Recourse Party. No person other than the Guarantor, the Guaranteed Party and the Non-Recourse Parties shall have any rights or remedies under, in connection with or in any manner related to this Limited Guarantee or the transactions contemplated hereby. Nothing set forth in this Limited Guarantee shall confer or give or shall be construed to confer or give to any person other than the Guaranteed Party (including any person acting in a representative capacity) any rights or remedies against any person including the Guarantor, except as expressly set forth herein. For the avoidance of doubt, none of the Guarantor, Parent, Merger Sub or the Other Guarantors or their respective successors and assigns under the Merger Agreement, the Equity Commitment Letters, this Limited Guarantee or the Other Guarantees shall be Non-Recourse Parties.

10. GOVERNING LAW; DISPUTE RESOLUTION.

(a) This Limited Guarantee shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflicts of law principles thereof that would subject such matter to the Laws of another jurisdiction other than the State of New York.

(b) Any disputes, actions and proceedings against any party or arising out of or in any way relating to this Limited Guarantee shall be submitted to the Hong Kong International Arbitration Centre (the "HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time (the "Rules") and as may be amended by this Section 10(b). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree on the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(c) Notwithstanding the foregoing, the parties hereto consent to and agree that in addition to any recourse to arbitration as set out in Section 10(b), any party may, to the extent permitted under the Laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the Laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural Law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 10(c) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 10(b) in any way.

11. COUNTERPARTS.

This Limited Guarantee may be executed in any number of counterparts (including by e-mail of PDF or scanned versions or facsimile), each such counterpart when executed being deemed to be an original instrument, and all such counterparts shall together constitute one and the same agreement.

12. NO THIRD PARTY BENEFICIARIES.

Except as provided in Section 9, the parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto, in accordance with and subject to the terms of this Limited Guarantee, and this Limited Guarantee is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, including, the right to rely upon the representations and warranties set forth herein.

13. CONFIDENTIALITY.

This Limited Guarantee shall be treated as confidential and is being provided to the Guaranteed Party solely in connection with the Merger. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Guarantor; provided that the parties may, without such written consent, disclose the existence and content of this Limited Guarantee to the extent required by Law, the applicable rules of any national securities exchange, in connection with any SEC filings relating to the Merger and in connection with any litigation relating to the Merger, the Merger Agreement or the other Transactions as permitted by or provided in the Merger Agreement and the Guarantor may disclose this Limited Guarantee to any Non-Recourse Party that needs to know of the existence of this Limited Guarantee and is subject to the confidentiality obligations set forth herein.

14. SPECIFIC PERFORMANCE.

The parties hereto agree that irreparable damages would occur in the event any provision of this Limited Guarantee were not performed in accordance with the terms hereof by the parties and that money damages or other legal remedies would not be an adequate remedy for such damages. Accordingly, the parties hereto acknowledge and hereby agree that in the event of any breach by the Guarantor, the Guaranteed Party shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Limited Guarantee, in addition to any other remedy at Law or equity. The Guarantor (i) waives any defenses in any action for an injunction or other appropriate form of specific performance or equitable relief, including the defense that a remedy at Law would be adequate and (ii) waives any requirement under any Law to post a bond or other security as a prerequisite to obtaining an injunction or other appropriate form of specific performance or equitable relief.

15. MISCELLANEOUS.

(a) Each of the Guarantor and the Guaranteed Party agrees and confirms that the Original Limited Guarantee is hereby amended and restated in its entirety, and is in force and effect only as so amended and restated.

(b) This Limited Guarantee, together with the Merger Agreement (including any schedules, exhibits and annexes thereto and any other documents and instruments referred to thereunder, including the Equity Commitment Letters, the Contribution and Support Agreement and the Other Guarantees) contains the entire agreement between the parties relative to the subject matter hereof and supersedes all prior agreements and undertakings between the parties with respect to the subject matter hereof. No modification or waiver of any provision hereof shall be enforceable unless approved by the Guaranteed Party and the Guarantor in writing.

(c) Any term or provision hereof that is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective solely to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced without giving effect to the limitation of the amount payable hereunder to the Cap and the provisions of Sections 8 and 9 and this Section 15(c).

(d) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Limited Guarantee. When a reference is made in this Limited Guarantee to a Section, such reference shall be to a Section of this Limited Guarantee unless otherwise indicated. The word "including" and words of similar import when used in this Limited Guarantee will mean "including, without limitation," unless otherwise specified.

(e) Each of the parties hereto acknowledges that each party and its respective counsel have reviewed this Limited Guarantee and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Limited Guarantee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Limited Guarantee as of the date first written above by its director or officer thereunto duly authorized.

GUARANTOR

L & L HORIZON, LLC

By: /s/ Ray Ruiping Zhang
Name: Ray Ruiping Zhang
Title: Member Manager

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

GUARANTEED PARTY

EHI CAR SERVICES LIMITED

By: /s/ Colin Chitnim Sung
Name: Colin Chitnim Sung
Title: Chief Financial Officer

SCHEDULE A

Other Guarantors

MBK Partners Fund IV, L.P.
Dongfeng Asset Management Co., Ltd.
The Crawford Group, Inc.
Ctrip Investment Holding Ltd.
Ocean Imagination L.P.

Exhibit 7.27

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made as of February 18, 2019 (the "Effective Date"), by Ruiping Zhang, an individual who is a citizen of the United States of America ("Mr. Zhang"), and the Ruiping Zhang 2016 Descendants Trust (the "Trust," and together with Mr. Zhang, the "Parties" and each a "Party").

RECITALS

WHEREAS, Mr. Zhang, as grantor, established the Trust and entered into a trust agreement (the "Trust Agreement") by and between Mr. Zhang, and the Trust on May 9, 2016;

WHEREAS, pursuant to Section 3.1.1 of the Trust Agreement, the trustee of the Trust (the "Trustee") was obligated to pay to Mr. Zhang, in his capacity of Grantor, two annuity payments for each full year of the Trust's term;

WHEREAS, on March 3, 2018 the Trust, Mr. Zhang, and L & L Horizon, LLC (the "LLC") entered into an operating agreement (the "Operating Agreement"), pursuant to which the Trust contributed 1,062,821 Class B Common Shares in Ehi Car Services, Ltd., constituting all of its assets, for membership rights and a 14.88% ownership interest in the LLC (the "Trust's LLC Interest");

WHEREAS, pursuant to Sections 3.1.1 of the Trust Agreement, as of May 9, 2018, the Trust is obligated to pay Mr. Zhang an amount equal to $5,673,676.80 as the second annuity payment (the "Second Annuity Payment"), an amount which exceeds the entire value of the Trust's assets;

WHEREAS, in accordance with the terms of the Operating Agreement, the Parties desire to transfer and assign all of the Trust's LLC Interest, constituting all of the Trust's assets, to Mr. Zhang (the "Second Distribution") in full satisfaction of the Trust's obligation to pay the Second Annuity Payment; and

WHEREAS, following the Second Distribution, the Trust will: (i) hold no assets, (ii) be disassociated as a member of the LLC pursuant to Section 6.7 of the Operating Agreement, and (iii) terminate in accordance with Section 4 of the Trust Agreement.

NOW, **THEREFORE**, that Parties agree as follows:

1. ASSIGNMENT.

1.1 In full satisfaction of the Trust's obligation to pay Mr. Zhang the Second Annuity Payment, the Trust hereby assigns, conveys, transfers, and sets over to Mr. Zhang, his successors and assigns, all of the Trust's right, title and interest in, and to the Trust's LLC Interest.

1.2 Mr. Zhang hereby accepts the forgoing assignment.

IN WITNESS WHEREOF, the Parties have duly executed this Assignment Agreement as of the Effective Date.

RUIPING ZHANG

By: /s/ Ruiping Zhang
Name: Ruiping Zhang

RUIPING ZHANG 2016 DESCENDANTS TRUST

By: /s/ Ruiping Zhang
Name: Ruiping Zhang
Title: Trustee