

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13E-3**

**RULE 13e-3 TRANSACTION STATEMENT UNDER SECTION 13(E)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**eHi Car Services Limited**

(Name of the Issuer)

**Ctrip Investment Holding Ltd.  
C-Travel International Limited  
Ctrip.com International, Ltd.  
Ocean General Partners Limited  
Ocean Voyage L.P.  
Ocean Imagination L.P.**

(Names of Persons Filing Statement)

**Class A Common Shares, par value US\$0.001 per share\*  
American Depositary Shares, each representing two Class A Common Shares**  
(Title of Class of Securities)

**26853A100\*\***  
(CUSIP Number)

**Ctrip Investment Holding Ltd.  
C-Travel International Limited  
Ctrip.com International, Ltd.  
c/o 99 Fu Quan Road, Shanghai 200335  
People's Republic of China  
Phone: +86 21 3406 4880**

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

**Ocean General Partners Limited  
Ocean Voyage L.P.  
Ocean Imagination L.P.  
Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road,  
Kowloon Bay, Hong Kong  
Fax: +852 3421 0430**

With copies to

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This statement is filed in connection with (check the appropriate box):

- a.  The filing of solicitation materials or an information statement subject to Regulation 14A, Regulation 14C or Rule 13e-3(c) under the Securities Exchange Act of 1934.
- b.  The filing of a registration statement under the Securities Act of 1933.
- c.  A tender offer
- d.  None of the above

Check the following box if the soliciting materials or information statement referred to in checking box (a) are preliminary copies:

Check the following box if the filing is a final amendment reporting the results of the transaction:

**Calculation of Filing Fee**

<b>Transaction Valuation***</b>	<b>Amount of Filing Fee****</b>
US\$58,700,280	US\$7,308

\* Not for trading, but only in connection with the listing on The New York Stock Exchange of the American Depositary Shares, each representing two Class A Common Shares.

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

\*\*\* Calculated solely for the purpose of determining the filing fee in accordance with Rule 0-11(b) under the Securities Exchange Act of 1934, as amended. The Transaction Valuation was calculated based on the purchase of up to 19,131 Class A Common Shares, 7,789,310 Class B Common

Shares and 272,358 American Depositary Shares (each, an “ADS”) of eHi Car Services Limited at a price of no less than US\$13.50 to US\$14.50 per ADS (no less than US\$6.75 to US\$7.25 per Common Share).

\*\*\*\* The amount of the filing fee, calculated in accordance with Exchange Act Rule 0-11(b)(1) and the Securities and Exchange Commission Fee Rate Advisory #1 for Fiscal Year 2018, was calculated by multiplying the Transaction Valuation by 0.0001245.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting of the fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

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## INTRODUCTION

This Rule 13e-3 transaction statement on Schedule 13E-3, together with the exhibits and annexes hereto (this “[Schedule 13E-3](#)”), is being filed with the United States Securities and Exchange Commission (the “[SEC](#)”) pursuant to Section 13(e) of the Securities Exchange Act of 1934, as amended (the “[Exchange Act](#)”), jointly by the following persons (each, a “[Filing Person](#),” and collectively, the “[Filing Persons](#)”): (a) Ctrip Investment Holding Ltd., a company organized under the laws of the Cayman Islands (“[Ctrip Investment](#)”); (b) C-Travel International Limited, a company organized under the laws of the Cayman Islands (“[C-Travel](#)”); (c) Ctrip.com International, Ltd., a company organized under the laws of the Cayman Islands (“[Ctrip](#),” and together with Ctrip Investment and C-Travel, the “[Ctrip Filing Persons](#)”); (d) Ocean General Partners Limited, a company incorporated under the laws of the Cayman Islands (“[Ocean GP](#)”); (e) Ocean Voyage L.P., an exempted limited partnership registered under the laws of the Cayman Islands (“[Ocean Voyage](#)”), and (f) Ocean Imagination L.P., an exempted limited partnership registered under the laws of the Cayman Islands (“[Ocean Imagination](#)” and, together with Ocean GP and Ocean Voyage, the “[Ocean Filing Persons](#)”).

On April 2, 2018, an affiliate of the Ocean Reporting Persons, Ocean Link Partners Limited (“[OLPL](#)”), submitted a preliminary, non-binding proposal (the “[Ocean Proposal](#)”) to the Board of Directors (the “[Board](#)”) of eHi Car Services Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “[Company](#)”), pursuant to which OLPL proposed to acquire all of the outstanding common shares of the Company (the “[Common Shares](#)”), including Common Shares represented by ADSs, for US\$14.50 in cash per ADS or US\$7.25 in cash per Common Share (the “[Ocean Proposed Transaction](#)”).

On April 6, 2018, Ctrip Investment entered into a consortium agreement (the “[Consortium Agreement](#)”) with Ocean Imagination (the “[Ocean Consortium Members](#),” and collectively, the “[Ocean Consortium](#)”), pursuant to which the Ocean Consortium Members will cooperate in good faith in connection with the Ocean Proposed Transaction. The Consortium Agreement provides, among other things, for the cooperation and participation in the: (a) evaluation of the Company, including conducting due diligence of the Company and its business; (b) discussions regarding the Ocean Proposed Transaction and the Company; (c) negotiations of the terms of definitive documentation in connection with the Ocean Proposed Transaction; and (d) engagement of advisors. During the period beginning on the date of the Consortium Agreement and ending on the earlier of (i) twelve (12) months following the termination of the Consortium Agreement as a result of the Ocean Consortium Members and/or the Company being unable to reach agreement on the terms of the Ocean Proposed Transaction, or (ii) the termination of the Consortium Agreement on the occurrence of other termination events, the Ocean Consortium Members have agreed to deal exclusively with each other with respect to the Ocean Proposed Transaction.

On April 23, 2018, Ignition Growth Capital I, L.P. (“[IGC](#)”) and Ignition Growth Capital Managing Directors Fund I, L.P. (“[IGCMDF](#),” and together with IGC, “[Ignition](#)”) delivered to Ctrip Investment and Ctrip the Notice of Proposed Sale of Shares of the Company (the “[Ignition First Offer Notice](#)”), which set forth the material terms and conditions upon which Ignition proposes to sell Ctrip Investment and Crawford all of the 37,501 Class A Common Shares, 6,187,197 Class B Common Shares and 533,885 ADSs held by them in the Company (the “[Ignition Subject Securities](#)”).

On April 25, 2018, GS Car Rental HK Parallel Limited (“[GS HK Parallel](#)”) and GS Car Rental HK Limited (“[GS HK](#),” and, together with GS HK Parallel, “[GS](#)”) delivered to Ctrip Investment the First Offer Notice (the “[GS First Offer Notice](#),” and, together with the Ignition First Offer Notice, the “[First Offer Notices](#)”), which set forth the material terms and conditions upon which GS proposes to sell Ctrip Investment and Crawford all of the 9,081,665 Class B Common Shares held by them in the Company (the “[GS Subject Securities](#),” and, together with the Ignition Subject Securities, the “[Subject Securities](#)”).

The First Offer Notices were delivered pursuant to Section 3.7 of the Third Amended and Restated Investors’ Rights Agreement, dated as of December 11, 2013 (the “[Investors Rights Agreement](#)”) by and among the Company, Mr. Ruijing Zhang and the other parties listed therein. Pursuant to Section 3.7 of the Investors Rights Agreement, if either Ignition or GS proposes to sell or otherwise transfer any shares of the Company (the “[ROFO Shares](#)”) to any third party in a private sale other than their affiliates or competitors of the Company, Ctrip Investment and The Crawford Group, Inc. (“[Crawford](#)”) shall have a right of first offer to purchase all but not less than all of the ROFO Shares. If the sum of the ROFO Shares that Ctrip Investment and Crawford wish to purchase under Section 3.7 of the Investors Rights Agreement exceeds the total number of ROFO Shares, Ctrip Investment and Crawford shall each be assigned a pro rata share of the ROFO Shares for purchase. To exercise their rights of first offer, Ctrip Investment and Crawford must indicate their intention to exercise their right of first offer by delivering an acceptance notice in writing within a period of ten (10) days after the date on which they receive each of the Ignition First Offer Notice and the GS First Offer Notice. At the time of filing this Schedule 13E-3, each of Ctrip Investment and Crawford has elected to purchase all of the ROFO Shares. As a result, each of Ctrip Investment and Crawford could purchase its pro rata portion of the ROFO Shares.

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The Filing Persons are filing this Schedule 13E-3 because the proposed purchase of the Subject Securities by Ctrip Investment from Ignition and GS on the terms and subject to the conditions set forth in the First Offer Notices (the “ROFO Purchase”), which in light of the formation of the Ocean Consortium and the Ocean Proposed Transaction, may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. In particular, such purchase of securities of the Company may facilitate a transaction that would cause the ADSs to be held of record by fewer than 300 persons, the ADSs to be delisted from The New York Stock Exchange (the “NYSE”) and/or the termination of the registration of the ADSs under Section 12 of the Securities Act of 1933, as amended (the “Securities Act”).

At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of Filing Persons. At this time, the special committee of the Board, formed to evaluate the preliminary, non-binding proposal submitted by Goliath Advisors Limited (“Goliath”) to the Board on November 26, 2017, pursuant to which it proposed to acquire all of the outstanding Common Shares (including Common Shares represented by ADSs) for US\$13.35 in cash per ADS or US\$6.675 in cash per Common Share, which was later superseded and replaced by the preliminary, non-binding proposal (the “Chairman Proposal”) submitted by Mr. Ray Ruiping Zhang (the “Chairman”), the Company’s Chairman and Chief Executive Officer and MBK Partners HK Limited (“MBKP”, together with the Chairman and other investors participating in the Chairman Proposal, the “Chairman Consortium”), or any other going-private transaction involving the Company (the “Special Committee”), has not made any decision with respect to the Company’s response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. The Ocean Proposal provides that a binding commitment with respect to the Ocean Proposed Transaction will result only from the execution of definitive agreements, and then only on the terms and conditions provided in such documents. If and when such a transaction is agreed to between the Ocean Consortium and the Company, the Filing Persons intend to amend this Schedule 13E-3.

All information contained in this Transaction Statement concerning each Filing Person has been supplied by such Filing Person.

**Item 1 Summary Term Sheet**

This Schedule 13E-3 is being filed in connection with the ROFO Purchase by Ctrip Investment from Ignition and GS on the terms and subject to the conditions set forth in the First Offer Notices. The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase, in light of the formation of the Ocean Consortium and the Ocean Proposed Transaction, may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act.

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**ROFO Purchase**

At the time of filing this Schedule 13E-3, each of Ctrip Investment and Crawford has elected to purchase all of the ROFO Shares. As a result, each of Ctrip Investment and Crawford could purchase its pro rata portion of the ROFO Shares.

**Ignition Purchase**

The Filing Persons anticipate that the purchase of the Ignition Subject Securities would likely be effected with Ctrip Investment entering into a securities purchase agreement with Ignition, pursuant to which at the closing (“**Ignition ROFO Closing**”), Ignition may sell to Ctrip Investment, and Ctrip Investment will purchase from Ignition, 19,131 Class A Common Shares, 3,156,358 Class B Common Shares and 272,358 ADSs (representing 544,716 Class A Common Shares) for a purchase price per ADS of US\$13.50 and an aggregate purchase price of approximately US\$25,111,381.

**GS Purchase**

The Filing Persons anticipate that the purchase of the GS Subject Securities would likely be effected with Ctrip Investment entering into a securities purchase agreement with GS, pursuant to which at the closing (“**GS ROFO Closing**”), GS may sell to Ctrip Investment, and Ctrip Investment will purchase from 4,632,952 Class B Common Shares for a purchase price per ADS of no less than US\$14.50 and an aggregate purchase price of approximately US\$33,588,899. Pursuant to the GS First Offer Notice, until the later of (i) 18 months from the date of the GS ROFO Closing, or (ii) (a) the completion of the Transaction or any other competing go-private transaction submitted to the Board, or (b) the withdrawal and/or termination of the Transaction or any other competing go-private transaction submitted to the board of directors of the Company; the purchase price for the GS Subject Securities may be adjusted upwards to reflect the difference between (i) the higher price per Common Share (or the equivalent price per ADS) (A) paid by Ctrip Investment or the Ocean Consortium to any other holder of the outstanding Common Shares or ADS of the Company either via a direct or indirect sale, or (B) paid to us by another Ocean Consortium Member that has submitted a go-private proposal to the Company and (ii) US\$7.25 (equivalent to a price of US\$14.50 per ADS).

**Item 2 Subject Company Information**

The Filing Persons are filing this Schedule 13E-3 because the Filing Persons intend to purchase securities of the Company, eHi Car Services Limited. The principal offices of the Company are located at Unit 12/F, Building No.5, Guosheng Center, 388 Daduhe Road, Shanghai 200062, People’s Republic of China. The Company’s telephone number is +86 21 6468 7000.

As of April 26, 2018, the Company had 74,279,018 Class A Common Shares (each a “**Class A Common Share**”) and 65,638,557 Class B Common Shares (each a “**Class B Common Share**”), in each case, outstanding, and approximately 1,027,288 Class A Common Shares were represented by ADSs, as set forth in the Company’s Annual Report on Form 20-F for the year ended December 31, 2017, which was filed with the SEC on April 30, 2018 (the “**Annual Report**”).

The ADSs are traded on the NYSE under the symbol “EHIC”. The high and low sales prices of the ADSs during each quarter during the last two years are as follows:

<b>Quarter-End Date</b>	<b>High Sales Price (US\$)</b>	<b>Low Sales Price (US\$)</b>
06/30/2016	12.00	9.47
09/30/2016	11.72	9.83
12/31/2016	11.35	8.32
03/31/2017	10.78	9.48
06/30/2017	10.29	9.25
09/30/2017	10.00	8.91
12/31/2017	12.20	9.75
03/31/2018	12.77	11.33
<b>Current fiscal quarter (through May 3, 2018)</b>	<b>13.30</b>	<b>12.31</b>

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According to information provided by the Company to the Filing Persons and the Company's Annual Report, the Company has not paid any dividends during the past two years with respect to the ADSs or the Common Shares.

**Item 3 Identity and Background of Filing Person**

***Ctrip Filing Persons***

Each of Ctrip Filing Persons is a company organized under the laws of the Cayman Islands. The principal business and office address of each Ctrip Filing Person is 99 Fu Quan Road, Shanghai 200335, The People's Republic of China.

Ctrip is a leading provider of accommodation reservation, transportation ticketing, package tour and corporate travel management and other travel-related services in China. It has gone through rapid growth since its inception in 1999 and become China's largest travel company. Ctrip, along with its invested companies, generated more than RMB350 billion in gross merchandise value in 2015. Ctrip is currently listed on the NASDAQ with a market cap of roughly US\$20 billion, which makes it one of the world's largest online travel agents. C-Travel and Ctrip Investment are formed to carry out the various equity and/or strategic investment activities of Ctrip.

***The Ocean Filing Persons***

Each of Ocean Imagination and Ocean Voyage is an exempted limited partnership registered under the laws of the Cayman Islands. Ocean GP is a company incorporated under the laws of the Cayman Islands. The principal business address of each Ocean Reporting Person is Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong.

Ocean Imagination is an investment holding vehicle and engages in investments in the travel industry in China. Ocean Voyage is the general partner of Ocean Imagination and Ocean GP is the general partner of Ocean Voyage.

Additional information regarding the Filing Persons is set forth in Annex A, which is attached hereto and incorporated herein by reference.

#### **Item 4 Terms of the Transaction**

At the time of filing this Schedule 13E-3, each of Ctrip Investment and Crawford has elected to purchase all of the ROFO Shares. As a result, each of Ctrip Investment and Crawford could purchase its pro rata portion of the ROFO Shares.

##### ***Ignition Purchase***

The Filing Persons anticipate that the purchase of the Ignition Subject Securities would likely be effected with Ctrip Investment entering into a securities purchase agreement with Ignition, pursuant to which at the closing ("**Ignition ROFO Closing**"), Ignition may sell to Ctrip Investment, and Ctrip Investment will purchase from Ignition, 19,131 Class A Common Shares, 3,156,358 Class B Common Shares and 272,358 ADSs (representing 544,716 Class A Common Shares) for a purchase price per ADS of US\$13.50 and an aggregate purchase price of approximately US\$25,111,381.

##### ***GS Purchase***

The Filing Persons anticipate that the purchase of the GS Subject Securities would likely be effected with Ctrip Investment entering into a securities purchase agreement with GS, pursuant to which at the closing ("**GS ROFO Closing**"), GS may sell to Ctrip Investment, and Ctrip Investment will purchase from GS 4,632,952 Class B Common Shares for a purchase price per ADS of no less than US\$14.50 and an aggregate purchase price of approximately US\$33,588,899. Pursuant to the GS First Offer Notice, until the later of (i) 18 months from the date of the GS ROFO Closing, or (ii) (a) the completion of the Transaction or any other competing go-private transaction submitted to the board of directors of the Company, or (b) the withdrawal and/or termination of the Transaction or any other competing go-private transaction submitted to the board of directors of the Company: the purchase price for the GS Subject Securities may be adjusted upwards to reflect the difference between (i) the higher price per Common Share (or the equivalent price per ADS) (A) paid by Ctrip Investment or the Ocean Consortium to any other holder of the outstanding Common Shares or ADS of the Company either via a direct or indirect sale, or (B) paid to us by another Ocean Consortium Member that has submitted a go-private proposal to the Company and (ii) US\$7.25 (equivalent to a price of US\$14.50 per ADS).

The securities purchase agreements have not been negotiated nor finalized among Ctrip Investment, Ignition or GS. The securities purchase agreements are contemplated to contain customary terms and conditions.

##### ***Different Terms, Dissenters' Rights, Provisions for Unaffiliated Security Holders, Eligibility of Listing or Trading***

The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons. At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. The Ocean Proposal provides that a binding commitment with respect to the Ocean Proposed Transaction will result only from the execution of definitive agreements, and then only on the terms and conditions provided in such documents. Therefore, in connection with the ROFO Purchase: (a) there are no terms or arrangements of a Rule 13e-3 transaction that treat any holders of Common Shares or ADSs differently from other holders of Common Shares or ADSs; (b) there are no dissenters' or appraisal rights available to the holders of Common Shares under the laws of the Cayman Islands; (c) no provision has been made to (i) grant unaffiliated security holders access to the corporate files of the Filing Persons or (ii) obtain counsel or appraisal services at the expense of the Filing Persons; and (d) there is no transaction involving the offer of securities of any of the Filing Persons in exchange for Common Shares or ADSs held by unaffiliated security holders of the Company.



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**Item 5 Past Contacts, Transactions, Negotiations and Agreements**

*All dates and times referenced in this Item 5 to this Schedule 13E-3 refer to China Standard Time.*

(a) Transactions.

The Company is the designated and preferred business partner of Ctrip in providing car rental services. Ctrip has integrated access to the Company's car rental reservation system on its website since May 2012 and in its mobile applications since June 2014. In addition, in December 2014, the Company started to expand and promote its chauffeured car services to business-to-consumer model, primarily through Ctrip's platform. While the Company maintains cooperation with Ctrip in various aspects, the Company has not entered into any written partnership agreement with Ctrip. For more information on the Company's past business transactions with Ctrip, please refer to the Company's Annual Report on Form 20-F for the year ended December 31, 2017, filed with the SEC on April 30, 2018.

(b) Significant Corporate Events.

Not applicable.

(c) Negotiations or Contacts.

***The GAL Proposal***

On November 26, 2017, the Company received a preliminary non-binding proposal letter from Goliath to acquire all outstanding Common Shares of the Company for US\$13.35 in cash per ADS or US\$6.675 per common share in cash.

On December 7, 2017, the Chairman, together with the Company's financial advisor, met with Ctrip representatives to invited Ctrip to join a consortium with Goliath and the Chairman, with Ctrip being a rollover shareholder. Nothing was formalized at the meeting.

***The Chairman Proposal***

Between late December 2017 and early April 2018, representatives of Ctrip attended several meetings and teleconferences with the Chairman, the Company's financial advisor, and, after the Chairman Consortium was formed, occasionally other representatives from the Chairman Consortium to discuss the prospect of Ctrip joining the Chairman and the Chairman Consortium supporting the Chairman Proposal.

During these discussions and meetings, the representatives of Ctrip and the Chairman Consortium were unable to reach an agreement on the terms under the Chairman Proposal.

***The Ocean Proposal***

On April 2, 2018, OLPL submitted the Ocean Proposal to the Board, pursuant to which OLPL, an affiliate of the Ocean Filing Persons, proposed to acquire all of the outstanding Common Shares, including Common Shares represented by ADSs, for US\$14.50 in cash per ADS or US\$7.25 in cash per Common Share.

On the morning of April 3, 2018, given that the Company had not disclosed the Ocean Proposal, representatives of the Ocean Filing Persons reached out to shareholders of the Company, including representatives of Ctrip, to explore the possibility of such shareholders joining OLPL in the Ocean Proposed Transaction.

Also on April 3, 2018, representative of Duff & Phelps, financial advisor to the Special Committee, contacted representatives of the Ocean Filing Persons to discuss the Ocean Proposal. During the discussion, representatives of the Ocean Filing Persons expressed the strong commitment of the Ocean Filing Persons to bring the Ocean Proposed Transaction to fruition and their willingness to cooperate with the Special Committee to expedite the Ocean Proposed Transaction from a logistical perspective, including due diligence and negotiation of definitive documents. After the discussion, representatives of Duff & Phelps proposed a call between representatives of the Ocean Filing Persons and Fenwick & West LLP ("Fenwick"), U.S. legal counsel to the Special Committee.

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On April 4, 2018, representatives of Duff and Phelps, Fenwick, the Ocean Filing Persons and Skadden, Arps, Slate, Meagher & Flom LLP, U.S. legal counsel to the Filing Persons, held a telephonic meeting. On the call, the Ocean Filing Persons reiterated its strong interests and willingness to discuss with the Special Committee and the Board to bring to the Ocean Proposal to a successful conclusion. At the conclusion of the meeting, representatives of Duff and Phelps and Fenwick stated that they would discuss with the Special Committee with respect to the Ocean Proposal.

On April 6, 2018, Ctrip Investment entered into the Consortium Agreement with Ocean Imagination, pursuant to which the Ocean Consortium Members will cooperate in good faith in connection with the Ocean Proposed Transaction.

Later that day, the Board convened a special meeting to consider the transaction contemplated by the Chairman Proposal. At the beginning of the meeting, the director nominated by Ctrip to the Company's Board (the "Ctrip Director") reiterated to the Board that the meeting was invalidly convened. Each of the remaining directors of the Board disclosed his or her interests in the Chairman Transaction. The Board then proceeded to approve the Chairman Proposal and pass the board resolutions that were circulated immediately prior to the board meeting.

Immediately after the board meeting held on April 6, 2018, the Company executed the Chairman Transaction Documents with the Chairman and other parties thereto and then issued a press release announcing the execution of the Chairman Transaction Documents, and furnished the press release as an exhibit to its current report on Form 6-K.

On April 9, 2018, the Ctrip Filing Persons filed an amendment to its Schedule 13D disclosing the entering into of the Consortium Agreement between the Ocean Consortium Members. The Ctrip Filing Persons also disclosed in the amendment to Schedule 13D that the intention of the Ocean Consortium is to pursue the Ocean Proposed Transaction.

On April 10, 2018, the Board convened a special meeting to discuss developments related to the taking-private transaction and any related considerations or actions of the Board. At the beginning of the meeting, the Ctrip Director reiterated to the Board that the meeting was invalidly convened. Each of the remaining directors declared his or her interests in the Chairman Transaction. The Board reaffirmed and ratified the resolution passed at the special meeting of the Board convened on April 6, 2018.

On April 13, 2018, the Ocean Consortium filed a petition and a summons for injunctive relief to the Cayman Islands Grand Court. The main purposes of these Court filings are to restrain the reliance upon, and declare void, resolutions passed at the Board Meeting dated April 6, 2018 in relation to the Chairman Proposal, and to direct the Special Committee to diligently consider the Ocean Proposal.

On April 23, 2018, Ignition delivered to Ctrip Investment and Ctrip the Ignition First Offer Notice, which set forth the material terms and conditions upon which Ignition proposes to sell Ctrip Investment the Ignition Subject Securities.

On April 25, 2018, GS delivered to Ctrip Investment the GS First Offer Notice, which set forth the material terms and conditions upon which GS proposes to sell Ctrip Investment the GS Subject Securities.

On April 27, 2018, Ctrip Investment delivered to GS a ROFO acceptance notice confirming its commitment to purchase all of the GS Subject Securities.

On May 3, 2018, Ctrip Investment delivered to Ignition a ROFO acceptance notice confirming its commitment to purchase all of the Ignition Subject Securities.

### **Item 6 Purposes of the Transaction and Plans or Proposals**

This Schedule 13E-3 is being filed in connection with the ROFO Purchase by Ctrip Investment from Ignition and GS on the terms and subject to the conditions set forth in the First Offer Notices. The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase, in light of the formation of the Ocean Consortium and the Ocean Proposed Transaction, may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act.

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The Ocean Filing Persons beneficially own (i) 538,764 Class A Common Shares (including 438,764 Class A Common Shares represented by 219,382 ADSs), and (ii) 8,599,211 Class B Common Shares, which represent approximately 6.5% of the total outstanding Common Shares.

The Ctrip Filing Persons beneficially own (i) 4,300,000 Class A Common Shares, and (ii) 15,168,193 Class B Common Shares, which represent approximately 13.9% of the total outstanding Common Shares.

If the ROFO Purchase is consummated, the Ctrip Filing Persons will beneficially own (i) 8,020,205 Class A Common Shares (including Class A Common Shares represented by ADSs and assuming (A) all of the Class B Common Shares transferred by Ignition to Ctrip Investment will be converted into an equal number of Class A Common Shares, and (B) all of the Class B Common Shares transferred by GS to Ctrip Investment will remain as Class B Common Shares), and (ii) 19,801,145 Class B Common Shares, which represent approximately 19.9% of the total outstanding Common Shares.

The Filing Persons may be deemed to beneficially own 20.4% of the total outstanding Common Shares. If the ROFO Purchase is consummated, the Filing Persons will beneficially own 26.4% of the total outstanding Common Shares.

Holders of Class A Common Shares are entitled to one vote per share, while holders of Class B Common Shares are entitled to ten votes per share. Accordingly, and based on the foregoing, the Class A Common Shares and the Class B Common Shares beneficially owned by the Filing Persons represent approximately 33.2% of the aggregate voting power of the total outstanding Common Shares. If the ROFO Purchase is consummated and assuming (A) all of the Class B Common Shares transferred by Ignition to Ctrip Investment will be converted into an equal number of Class A Common Shares, and (B) all of the Class B Common Shares transferred by GS to Ctrip Investment will remain as Class B Common Shares, the Class A Common Shares and the Class B Common Shares beneficially owned by the Filing Persons represent approximately 40.0% of the aggregate voting power of the total outstanding Common Shares.

The percentages set forth above in this Item 6 are calculated based on 74,279,018 Class A Common Shares and 65,638,557 Class B Common Shares, in each case, outstanding as of April 26, 2018, as set forth in the Company's Annual Report.

In addition, as contemplated by the Ocean Proposal, the Filing Persons seek to enter into the Ocean Proposed Transaction with the Company. The Filing Persons anticipate that the Ocean Proposed Transaction would likely be effected pursuant to a merger of a special purpose entity with and into the Company, with the Company surviving the merger as the surviving company and a wholly-owned subsidiary of a share holding entity to be formed by the Filing Persons ("Holdco"). Such a merger would result in, among other things, Holdco owning all of the issued and outstanding Common Shares (including Common Shares represented by ADSs), the ADSs ceasing to be listed for trading on the NYSE, the termination of the registration of the ADSs under Section 12 of the Securities Act, a change in the board of directors of the Company (as the surviving company in such merger) to consist solely of persons to be designated by the Ocean Consortium Members and a change in the Company's memorandum and articles of association to reflect the fact that the Company would become a privately held company. Notwithstanding the foregoing, at this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons. At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. The Ocean Proposal provides that a binding commitment with respect to the Ocean Proposed Transaction will result only from the execution of definitive agreements, and then only on the terms and conditions provided in such documents, which such terms and conditions will ultimately determine the effects the Ocean Proposed Transaction would have with respect to the Company, the Common Shares (including the ADSs) and the shareholders of the Company.

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In the event that the Company enters into a definitive agreement with the Ocean Consortium (or any affiliates thereof) with respect to the Ocean Proposed Transaction and the Ocean Proposed Transaction is submitted for the authorization and approval by the Company's shareholders at an extraordinary general meeting, the Filing Persons intend to vote or give voting instructions with respect to all Common Shares beneficially owned by them, in favor of the authorization and approval of the Ocean Proposed Transaction and against any alternative transaction, and intend to roll over the Common Shares owned by them (including ADSs representing Common Shares) in exchange for equity interests in Holdco.

### **Item 7 Purposes, Alternatives, Reasons and Effects**

At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons. The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. For the Ocean Consortium, the purpose of the Ocean Proposed Transaction is to enable the Ocean Consortium to acquire 100% ownership of the Company, in a transaction in which the holders of the Shares of the Company unaffiliated with the Ocean Consortium will be cashed out in exchange for US\$14.50 in cash per ADS or US\$7.25 in cash per Common Share, so that the Ocean Consortium Members will bear the rewards and risks of the sole ownership of the Company after the completion of the Ocean Proposed Transaction, including any increases in value of the Company as a result of improvements to the Company's operations or acquisitions of other businesses.

At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. The Ocean Proposal provides that a binding commitment with respect to the Ocean Proposed Transaction will result only from the execution of definitive agreements, and then only on the terms and conditions provided in such documents. In the event a definitive agreement or understanding is entered into with respect to the Ocean Proposed Transaction, the Filing Persons anticipate that the Ocean Proposed Transaction would likely be effected pursuant to a merger of a special purpose entity with and into the Company, with the Company surviving the merger as the surviving company and a wholly-owned subsidiary of Holdco. Such a merger would result in, among other things, Holdco owning all of the issued and outstanding Common Shares (including Common Shares represented by ADSs), the ADSs ceasing to be listed for trading on the NYSE, the termination of the registration of the ADSs under Section 12 of the Securities Act, a change in the board of directors of the Company (as the surviving company in such merger) to consist solely of persons to be designated by the Ocean Consortium Members and a change in the Company's memorandum and articles of association to reflect that the Company would become a privately held company. However, the terms and conditions of such a definitive agreement or understanding, if any, will ultimately determine the effects the Ocean Proposed Transaction would have with respect to the Company, the Common Shares (including the ADSs) and the shareholders of the Company.

### **Item 8 Fairness of the Transaction**

The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons with respect to which the Filing Persons would be able to assess the fairness to the unaffiliated security holders of the Company. At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. Accordingly, this item is not applicable at this time.

### **Item 9 Reports, Opinions, Appraisals and Negotiations**

The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons. At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. Accordingly, at this time, no report or opinion or appraisal from an outside party has been received by the Filing Persons that is materially related to the ROFO Purchase or a Rule 13e-3 transaction.

**Item 10 Source and Amount of Funds or Other Consideration**

***The Ocean Proposed Transaction***

The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons, with respect to which the source and amount of funds or other consideration could be stated in response to this item. At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated.

***The ROFO Purchase***

The total amount of funds required to complete the ROFO Purchase will be approximately US\$58,700,280. The source of the funds for the ROFO Purchase will be the Ctrip Filing Persons' funds available for investment.

**Item 11 Interest in Securities of the Subject Company**

(a) Securities Ownership.

As of the date of this Schedule 13E-3, the Ocean Filing Persons beneficially own 538,764 Class A Common Shares (including 438,764 Class A Common Shares represented by 219,382 ADSs), and (ii) 8,599,211 Class B Common Shares, which represent approximately 6.5% of the total outstanding Common Shares or approximately 11.8% of the aggregate voting power of the total outstanding Common Shares.

As of the date of this Schedule 13E-3, (i) Ctrip Investment holds 4,300,000 Class A Common Shares and 15,168,193 Class B Common Shares, which represent approximately 13.9% of the total outstanding Common Shares or approximately 21.4% of the aggregate voting power of the total outstanding Common Shares; (ii) C-Travel may be deemed under Rule 13d-3 under the Exchange Act to beneficially own the 4,300,000 Class A Common Shares and 15,168,193 Class B Common Shares held by Ctrip Investment, which represent approximately 13.9% of the total outstanding Common Shares or approximately 21.4% of the aggregate voting power of the total outstanding Common Shares; and (iii) Ctrip may be deemed under Rule 13d-3 under the Exchange Act to beneficially own 4,300,000 Class A Common Shares and 15,168,193 Class B Common Shares held by Ctrip Investment, which represent approximately 13.9% of the total outstanding Common Shares or approximately 21.4% of the aggregate voting power of the total outstanding Common Shares.

If the ROFO Purchase is consummated, the Ctrip Filing Persons will beneficially own (i) 8,020,205 Class A Common Shares (including Class A Common Shares represented by ADSs and assuming (A) all of the Class B Common Shares transferred by Ignition to Ctrip Investment will be converted into an equal number of Class A Common Shares, and (B) all of the Class B Common Shares transferred by GS to Ctrip Investment will remain as Class B Common Shares), and (ii) 19,801,145 Class B Common Shares, which represent approximately 19.9% of the outstanding Common Shares.

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The percentages set forth above in subsection (a) of this Item 11 are calculated based on 74,279,018 Class A Common Shares and 65,638,557 Class B Common Shares, in each case, outstanding as of April 26, 2018, as set forth in the Company's Annual Report.

The Filing Persons may be deemed to be a "group" pursuant to Section 13(d) of the Exchange Act as a result of entering into the Consortium Agreement.

(b) Securities Transaction.

On April 12, 2018, Ocean Imagination acquired (i) 538,764 Class A Common Shares (including 438,764 Class A Common Shares represented by 219,382 ADSs), and (ii) 8,599,211 Class B Common Shares, which represent approximately 6.5% of the total outstanding Common Shares from CDH Venture Partners II, L.P. pursuant to a certain purchase and voting agreement dated as of April 5, 2018 entered into by and between these parties on April 5, 2018. Additional information regarding the purchase could be found in the Schedule 13D filed by the Ocean Filing Persons on April 5, 2018. A copy of the purchase and voting agreement was filed as Exhibit 7.03 to the Schedule 13D.

Except as set forth above in subsection (b) of this Item 11, none of the Filing Persons has effected any transactions relating to the ADSs or Common Shares during the past 60 days.

**Item 12 The Solicitation or Recommendation**

The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons. At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. Accordingly, no solicitation or recommendation is being made relating to the ROFO Purchase or a Rule 13e-3 transaction.

**Item 13 Financial Statements**

(a) Financial Information.

- (1) The audited financial statements of the Company for the years ended December 31, 2015 and December 31, 2016 are incorporated herein by reference to the Company's Form 20-F for the year ended December 31, 2016, filed with the SEC on April 27, 2017. The audited condensed consolidated financial statements of the Company for the year ended December 31, 2017 are incorporated herein by reference to the Company's Annual Report on Form 20-F furnished to the SEC on April 30, 2018.
- (2) According to the Schedule 13E-3 filed by MBKP and other members of the Chairman Consortium formed to pursue the Chairman Transaction with the SEC on March 9, 2018, (i) the ratio of earnings to fixed charges for the years ended December 31, 2015 and December 31, 2016 was 0.60 and 1.13, respectively, and (ii) the ratio of earnings to fixed charges for the six-month periods ended June 30, 2016 and June 30, 2017 was 0.94 and 1.62, respectively.
- (3) According to the Schedule 13E-3 filed by MBKP and other members of the Chairman Consortium formed to pursue the Chairman Transaction with the SEC on March 9, 2018, the book value per Common Share as of June 30, 2017 was US\$4.35 (or US\$8.70 per ADS).

Information incorporated herein by reference has been filed or furnished by the Company with the SEC as stated above. You may read and copy these reports and other information at the SEC's Public Reference Room at 100 F Street NE, Washington, D.C. 20549 at prescribed rates. Information on the operation of the Public Reference Room may be obtained by calling the SEC at +1 (800) SEC-0330. Copies of such materials may also be accessed through the SEC's website at <http://www.sec.gov>.

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(b) Pro Forma Information.

Not applicable.

**Item 14 Persons/Assets, Retained, Employed, Compensated or Used**

The Filing Persons are filing this Schedule 13E-3 because the ROFO Purchase may be viewed as a step in a series of transactions having the reasonable likelihood or purpose of producing, directly or indirectly, one or more of the effects set forth in Rule 13e-3(a)(3)(ii) under the Exchange Act. At this time, there is no definitive agreement or understanding with respect to the Ocean Proposed Transaction, or any other transaction that constitutes a Rule 13e-3 transaction, between the Company and any of the Filing Persons. At this time, the Special Committee has not made any decision with respect to the Company's response to the Ocean Proposal or the Ocean Proposed Transaction, and no assurance can be given that any proposal, any definitive agreement or any transaction related to the Ocean Proposed Transaction will be entered into or consummated. Accordingly, at this time, no persons are employed, retained or to be compensated, and no assets have been or will be employed or used, in connection with the ROFO Purchase or a Rule 13e-3 transaction that would be responsive to this item.

**Item 15 Additional Information**

Not applicable.

**Item 16 Exhibits**

(a) Not applicable

(b) Not applicable

(c) Not applicable

(d) - (1) Proposal from OLPL, dated April 2, 2018, incorporated herein by reference to Exhibit 7.02 to the Schedule 13D filed by the Ocean Filing Persons and other filing parties therein with the SEC on April 5, 2018.

(d) - (2) Consortium Agreement, dated as of April 6, 2018, executed by Ctrip Investment and Ocean Imagination, incorporated herein by reference to Exhibit 7.02 to the Schedule 13D/A filed by the Ocean Filing Persons and other filing parties therein with the SEC on April 10, 2018.

(f) Not applicable

(g) Not applicable

**SIGNATURES**

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

Date: May 4, 2018

**CTRIP INVESTMENT HOLDING LTD.**

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

**C-TRAVEL INTERNATIONAL LIMITED**

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

**CTRIP.COM INTERNATIONAL, LTD.**

By: /s/ Xiaofan Wang  
Name: Xiaofan Wang  
Title: Chief Financial Officer

**OCEAN IMAGINATION L.P.**

a Cayman Islands exempted limited partnership

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

**OCEAN VOYAGE L.P.**

a Cayman Islands exempted limited partnership

By: Ocean General Partners Limited  
its General Partner

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

**OCEAN GENERAL PARTNERS LIMITED**

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



**Exhibit Index**

- (a) Not applicable
- (b) Not applicable
- (c) Not applicable
- (d) - (1) Proposal from OLPL, dated April 2, 2018, incorporated herein by reference to Exhibit 7.02 to the Schedule 13D filed by the Ocean Filing Persons and other filing parties therein with the SEC on April 5, 2018.
- (d) - (2) Consortium Agreement, dated as of April 6, 2018, executed by Ctrip Investment and Ocean Imagination, incorporated herein by reference to Exhibit 7.02 to the Schedule 13D/A filed by the Ocean Filing Persons and other filing parties therein with the SEC on April 10, 2018.
- (f) Not applicable
- (g) Not applicable

**Annex A**

**Directors and Executive Officers of Each Filing Person**

**1. The Directors and Executive Officers of the Ctrip Filing Persons**

Ctrip Investment, C-Travel and Ctrip are exempted company organized under the laws of the Cayman Islands. Ctrip Investment is wholly-owned by C-Travel, and C-Travel is wholly-owned by Ctrip. The principal business of Ctrip Investment and C-Travel is investment activities. Ctrip is a company listed on the NASDAQ Global Select Market. The business address and telephone number for each of Ctrip Investment, C-Travel and Ctrip is c/o 99 Fu Quan Road, Shanghai 200335, People's Republic of China, +86 21 3406 4880.

The following table sets forth information regarding the directors of Ctrip Investment and C-Travel as of the date of this Schedule 13E-3.

<b>Name</b>	<b>Present Principal Occupation</b>	<b>Business Address</b>
<b>Directors:</b>		
Cindy Xiaofan Wang	Chief Financial Officer and Executive Vice President of Ctrip	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
<b>Executive Officers:</b>		
N/A		

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The following table sets forth information regarding the directors and executive officers of Ctrip as of the date of this Schedule 13E-3.

<b>Name</b>	<b>Present Principal Occupation</b>	<b>Business Address</b>
<b>Directors:</b>		
James Jianzhang Liang	Co-founder, Executive Chairman of the Board	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
Min Fan	Co-founder, Vice Chairman of the Board and President	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
Jane Jie Sun	Chief Executive Officer and Director	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
Qi Ji	Co-founder, Independent Director	No. 2266 Hongqiao Road, Changning District, Shanghai 200335, People's Republic of China
Gabriel Li	Vice Chairman of the Board, Independent Director	Suite 6211-12, 62/F, The Center, 99 Queen's Road Central, Hong Kong
JP Gan	Independent Director	4205-4206, 42/F, Gloucester Tower, The Landmark, Central, Hong Kong
Robin Yanhong Li	Director	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
Herman Yu	Director	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
Neil Nanpeng Shen	Co-founder, Independent Director	Suite 2215, Two Pacific Place, 88 Queensway Road, Hong Kong
<b>Executive Officers:</b>		
Cindy Xiaofan Wang	Chief Financial Officer and Executive Vice President	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
Maohua Sun	Chief Operating Officer and Executive Vice President	968 Jin Zhong Road, Shanghai 200335, People's Republic of China
Xing Xiong	Executive Vice President	968 Jin Zhong Road, Shanghai 200335, People's Republic of China

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During the past five years, none of Ctrip Investment, C-Travel, Ctrip or any of the persons listed above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

**2. The Directors and Executive Officers of the Ocean Filing Persons**

Neither Ocean Imagination L.P. nor Ocean Voyage L.P. has executive officers or directors.

The names of the directors and the names and titles of the executive officers of Ocean General Partners Limited and their principal occupations are set forth below.

<b>Name</b>	<b>Present Principal Occupation</b>	<b>Business Address</b>
<b>Directors:</b>		
Chi Zhang	Director	Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong
James Jianzhang Liang	Director	Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong
Nanyan Zheng	Management	Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong
Tianyi Jiang	Management	Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong
<b>Executive Officers:</b>		
N/A		

During the past five years, none of Ocean GP, Ocean Voyage, Ocean Imagination or any of the persons listed above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

April 2, 2018

The Board of Directors  
eHi Car Services Limited  
Unit 12/F, Building No. 5  
Guosheng Center, 388 Daduhe Road  
Shanghai, 200062  
People's Republic of China

Dear Directors:

Ocean Link Partners Limited, a private equity firm dedicated to investing in travel-related industries in China (together with its affiliates, the "Buyer"), is pleased to submit this non-binding proposal to acquire all outstanding common shares (the "Shares") of eHi Car Services Limited (the "Company") in a going-private transaction (the "Acquisition"). We have been in discussions with certain significant shareholders of the Company and we are confident that we will obtain their support. We also welcome other existing shareholders, including management shareholders, to join our consortium.

Our proposed purchase price for each American depositary share of the Company ("ADS", each representing two Shares) is US\$14.5 in cash. We believe that our proposal provides an attractive opportunity for the Company's shareholders. Our proposed purchase price represents a 16.5% premium to the closing trading price of the Company's ADS on March 29, 2018, the last trading day prior to the date hereof, and a 18.9% premium to the volume-weighted average closing price of the Company's ADS during the 30 trading days immediately prior to the date of this proposal.

The terms and conditions upon which we are prepared to pursue the Acquisition are set forth below. We are confident in our ability to consummate an Acquisition as outlined in this letter.

1. **Purchase Price.** The consideration payable for each ADS will be US\$14.5 in cash, or US\$7.25 in cash per Share.
  2. **Financing.** We intend to finance the Acquisition with a combination of debt and equity capital. Equity financing will be provided from the Buyer in the form of cash and certain rollover equity capital in the Company. We are confident that we can timely secure adequate financing to consummate the Acquisition.
  3. **Due Diligence.** We believe that we will be in a position to complete customary due diligence for the Acquisition in a timely manner and in parallel with discussions on the Definitive Agreements. We would like to ask the board of directors of the Company (the "Board") to accommodate such due diligence request and approve the provision of confidential information relating to the Company and its business to possible sources of debt and equity financing subject to a customary form of confidentiality agreement.
-

4. Definitive Agreements. We are prepared to promptly negotiate and finalize the definitive agreements (the “Definitive Agreements”) providing for the Acquisition and related transactions. This proposal is subject to execution of the Definitive Agreements. We expect that the Definitive Agreements will contain representations, warranties, covenants and conditions which are typical, customary and appropriate for transactions of this type.

5. Process. We believe that the Acquisition will provide superior value to the Company’s shareholders. We recognize that the Board will evaluate the Acquisition independently before it can make its determination to endorse it.

6. No Binding Commitment. This proposal does not constitute any binding commitment with respect to the Acquisition. A binding commitment will result only from the execution of Definitive Agreements, and then will be on terms and conditions provided in such documentation.

In closing, we would like to express our commitment to bringing this Acquisition to a successful and timely conclusion. Should you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

Ocean Link Partners Limited

By: /s/ Tony Tianyi Jiang

Name: Tony Tianyi Jiang

Title: Director

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**OCEAN IMAGINATION L.P.**

a Cayman Islands exempted limited partnership

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

**OCEAN VOYAGE L.P.**

a Cayman Islands exempted limited partnership

By: Ocean General Partners Limited  
its General Partner

By: /s/ Tianyi Jiang

Name: Tianyi Jiang

Title: Director

**OCEAN GENERAL PARTNERS LIMITED**

By: /s/ Tianyi Jiang

Name: Tianyi Jiang

Title: Director

**NANYAN ZHENG**

By: /s/ Nanyan Zheng

Name: Nanyan Zheng

**TIANYI JIANG**

By: /s/ Tianyi Jiang

Name: Tianyi Jiang

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## CONSORTIUM AGREEMENT

This **CONSORTIUM AGREEMENT** (this "**Agreement**") is made as of April 6, 2018 among Ocean Imagination L.P. ("**Ocean**") and Ctrip Investment Holding Ltd. ("**Ctrip**"). Each of Ocean and Ctrip and the Sponsors (as defined below), if any, is referred to herein as a "**Party**," and collectively, the "**Parties**." Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in Section 10.1 hereof.

**WHEREAS**, the Parties propose to form a consortium (the "**Consortium**") to undertake an acquisition transaction (the "**Transaction**") to acquire eHi Car Services Limited (the "**Target**"), an exempted company with limited liability incorporated under the laws of the Cayman Islands and listed on the New York Stock Exchange ("**NYSE**"), pursuant to which the Target would be delisted from NYSE and deregistered under the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**");

**WHEREAS**, on April 2, 2018, Ocean submitted a non-binding proposal to the board of directors of the Target in connection with the Transaction;

**WHEREAS**, (a) in connection with the Transaction, the Parties propose to form a new company ("**Parent**") under the laws of the Cayman Islands, and to cause Parent to form a direct or indirect (through additional intermediary wholly owned subsidiaries or mezzanine entities as the Parties deem fit), wholly owned subsidiary ("**Merger Sub**") under the laws of the Cayman Islands, and (b) at the closing of the Transaction (the "**Closing**"), the Parties intend that Merger Sub will be merged with and into Target, with the Target being the surviving company and becoming a direct or indirect, wholly-owned subsidiary of Parent (the "**Surviving Company**"); and

**WHEREAS**, in accordance with the terms of this Agreement, the Parties will cooperate and participate in the (a) evaluation of the Target, including conducting due diligence of the Target and its business, (b) discussions regarding the Transaction with the Target, and (c) negotiations of the terms of definitive documentation in connection with the Transaction, including an agreement and plan of merger among Parent, Merger Sub, the Target and other parties thereto (the "**Merger Agreement**"), which shall be subject to the approval of the shareholders of the Target.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual agreements and covenants 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:

### ARTICLE I Acquisition Vehicle; Admission of Sponsors

Section 1.1 Prior to the execution of the Merger Agreement, Ocean shall incorporate Parent and cause Parent to incorporate Merger Sub and all intermediary wholly owned subsidiaries or mezzanine entities as applicable. Ocean and Ctrip shall be the initial shareholders of Parent. Ocean and Ctrip shall negotiate in good faith and agree upon the terms of the memorandum and articles of association of each of Parent and Merger Sub. The Parties agree that the memorandum and articles of association of Merger Sub shall become the memorandum and articles of association of the Surviving Company at the Closing.

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Section 1.2 Ocean and Ctrip may jointly admit one or more additional parties to this Agreement to provide additional equity capital for the consummation of the Transaction. Any party admitted to this Agreement pursuant to this Section 1.1 shall execute an adherence agreement to this Agreement substantially in the form attached hereto as Exhibit A (the "**Adherence Agreement**") and upon its execution of the Adherence Agreement, such party shall become a "**Sponsor**" for purposes of this Agreement.

## ARTICLE II Transaction Process

Section 2.1 Negotiation with Target. The Parties shall cooperate and proceed in good faith to negotiate and consummate the Transaction (including the terms and conditions of the definitive documentation in respect of the Transaction) with a special committee of the board of directors of the Target (the "**Target Board**") comprised of independent directors of the Target (the "**Special Committee**"). In order to facilitate the foregoing, the Parties agree that Ocean shall be the lead negotiator with the Special Committee with respect to the Transaction and, subject to the following sentence, shall cause Parent to enter into the Merger Agreement in a form satisfactory to each of Ocean and Ctrip. Ocean shall keep each of the other Parties updated on the progress of the negotiation with the Special Committee and shall obtain the consent from each of the other Parties on any change to the material terms of the Transaction, including but not limited to per share purchase price to be set forth in the Merger Agreement.

Section 2.2 Negotiation of Sponsor Agreements. During the term of this Agreement, each Party shall negotiate in good faith customary definitive documentation in connection with the Transaction, including, without limitation, (i) a customary support agreement, pursuant to which each Party will agree, among other things, to vote such Party's Target Shares in support of the transaction, (ii) documentation providing for each Party's cash and/or rollover equity investment in Parent, (iii) documentation governing the actions of the Parties in connection with the Transaction following the execution of the Merger Agreement and prior to the Closing and (iv) documentation governing the economic and governing terms of each Party's investment in Parent following the Closing which, in the case of this sub-clause (iv), shall include customary terms for transactions of a similar nature, and such documentation shall take effect immediately upon the Closing.

Section 2.3 Appointment of Advisors.

- (a) Ocean shall have the sole discretion to engage, terminate or change legal, financial or other Advisors on behalf of Parent.
- (b) Except as otherwise provided in Section 2.3(a), if a Party requires separate representation in connection with specific issues arising out of the Transaction, such Party may retain other Advisors to advise it; provided that such Party shall (i) provide prior notice to the other Parties of such retention and (ii) subject to Section 3.1 below, be solely responsible for the fees and expenses of such separate Advisors.

Section 2.4 Exchange Act Reporting. During the term of this Agreement, each Party shall coordinate with respect to acquisitions or dispositions of beneficial ownership of securities in the Target in order to facilitate each Party's compliance with Schedule 13D under the Exchange Act.

### ARTICLE III Transaction Costs

#### Section 3.1 Expenses and Fee Sharing.

(a) Upon consummation of the Transaction, Parent shall or shall cause the Surviving Company to reimburse the Parties for, or pay on behalf of the Parties, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Transaction ("**Consortium Transaction Expenses**"), including the reasonable fees, expenses and disbursements of Advisors retained by the Parties and reasonable fees, expenses and disbursements payable to any separate Advisors retained by Ocean and Ctrip pursuant to Section 2.3(b).

(b) If (A) Parent has not entered into the Merger Agreement prior to the termination of this Agreement or (B) the Merger Agreement is terminated prior to the Closing (and Section 3.1(c) below does not apply), the Parties agree to share (allocated among the Parties in proportion to the number of Parent shares each would hold if the Closing had occurred) the Consortium Transaction Expenses incurred in connection with the Transaction.

(c) If the failure to enter into the Merger Agreement as described in Section 3.1(b), or the failure of the Transaction to be consummated prior to termination of the Merger Agreement, results primarily from the unilateral breach of this Agreement by one or more Parties, then the breaching Party or Parties shall be responsible to pay the full amount of the Consortium Transaction Expenses and reimburse any non-breaching Party for all of its costs and expenses incurred in connection with this Transaction, including the reasonable fees, expenses and disbursements of Advisors retained by the Parties pursuant to Section 2.3(b), without prejudice to any claims, rights and remedies otherwise available to such non-breaching Party.

(d) The Parties shall be entitled to receive any termination, break-up or other fees or amounts payable to Parent by the Target pursuant to the Merger Agreement, to be allocated pro rata among the Parties in proportion to the number of Parent Shares each would hold if the Closing had occurred, net of all costs and expenses incurred in connection with the Transaction, including, without limitation, the Consortium Transaction Expenses.

Section 3.2 Limitation of Liability. The obligations of each Party under this Agreement are several (and not joint or joint and several) and, except as set forth in Section 3.1(a) and Section 3.1(c), each Party's obligation for fees and costs pursuant to Article III is capped at such Party's relative proportion to the number of Parent shares each would hold if the Closing had occurred. For the avoidance of doubt, without limiting Section 3.1(c), if a claim has arisen as a result of fraud, willful misconduct or breach of the Agreement by any one or more Parties, then such Party or Parties shall be solely responsible for such claim and any indemnity, loss or liability in connection therewith.

**ARTICLE IV**  
**Exclusivity and Voting**

Section 4.1 Exclusivity Period. During the period beginning on the date hereof and ending on the earlier of (i) twelve (12) months following the termination of this Agreement pursuant to Section 5.1 or (ii) termination of this Agreement pursuant to Section 5.2 (only for the Party with respect to which this Agreement terminates pursuant to Section 5.2) or Section 5.3 (the "**Exclusivity Period**"), each Party shall:

(a) work exclusively with the other Parties to implement the Transaction, including to (i) evaluate the Target and its business, (ii) prepare, negotiate and finalize the definitive documentation in connection with the Transaction, and (iii) vote, or cause to be voted, at every shareholder meeting (whether by written consent or otherwise) all Securities against any Competing Proposal or matter that would facilitate a Competing Proposal and in favor of the Transaction;

(b) not, directly or indirectly, either alone or with or through any Affiliate or Representative authorized to act on such Party's behalf, (i) make a Competing Proposal, or seek, initiate, solicit, knowingly encourage, induce, knowingly facilitate or join with any other person in the making of, any Competing Proposal, (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 Proposal, (iii) finance or offer to finance any Competing Proposal, including by offering any equity or debt finance, or contribution of Securities or provision of a voting agreement, in support of any Competing Proposal, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding any Competing Proposal, (v) acquire any Securities or enter into any agreement, arrangement or understanding to acquire any Securities except that any Affiliate of Ocean and Ctrip may continue to acquire Target Shares through exercise of options (if any), (vi) dispose of any Securities, including (A) sell, offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, an interest in any Securities ("**Transfer**") or permit the Transfer by any of its Affiliates of an interest in any Securities, in each case, except as expressly contemplated under this Agreement and the definitive documentation for the Transaction, (B) enter into any contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any of the Securities, or any right, title or interest thereto or therein, or (C) deposit any Securities into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Securities or (vii) take any action that would reasonably be expected to have the effect of preventing, disabling or delaying such Party from performing its obligations under this Agreement, or (viii) seek, initiate, solicit, knowingly encourage, induce or knowingly facilitate any offer, inquiry or proposal from, or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with, any other person for the purpose of effecting any action prohibited by Section 4.1(b)(i) through Section 4.1(b)(vii);

(c) immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications with all persons conducted heretofore with respect to a Competing Proposal; and

(d) promptly notify the other Parties if it or, to its knowledge, any of its Affiliates or Representatives receives any approach or communication with respect to any Competing Proposal, including in such notice the identity of the other persons involved and the nature and content of the approach or communication, and provide the other Parties with copies of any written communication.

Notwithstanding the foregoing, the provisions of this Section 4.1 shall not restrict (i) any transfer or disposal of any interest in any Party, or any assignment pursuant thereto, (ii) any disclosure to any potential funding source or investor of any Party, or as required by law or regulations, or (iii) the activities of any officer or employee of any Party who is a director of Target acting in such capacity or the exercise of any such individual of such person's fiduciary duties to Target. In no event shall this paragraph be used as a means to circumvent the exclusivity provisions under this Section 4.1.

For the avoidance of doubt, the Exclusivity Period shall not be deemed terminated if any Party terminates its participation in this Agreement pursuant to Section 5.1 or Section 5.2 and the terminating Party shall not otherwise enter into any acquisition arrangements with respect to the Target other than in compliance with this Article IV.

## **ARTICLE V Termination**

Section 5.1 Failure to Agree to the Transaction. Prior to October 4, 2019, if the Parties, after good faith endeavors to pursue the Transaction in compliance with the other sections of this Agreement, are unable to agree either (i) among themselves, upon the material terms of the Transaction or (ii) with the Special Committee on the material terms of the Transaction which the Special Committee agrees to recommend to the public shareholders of the Target, then (A) any Party may cease its participation in the Transaction upon prior written notice to the other Parties; and (B) this Agreement shall terminate with respect to such withdrawing Party thereafter, following which the provisions of Section 5.4 will apply.

Section 5.2 Other Termination Events. This Agreement shall terminate with respect to one or more Parties upon a written agreement among the Parties who are then parties to this Agreement stating the same.

Section 5.3 After Execution of Documentation. After the execution of the Merger Agreement, this Agreement shall terminate without any further action on the part of any Party, upon the earlier of (a) the date the Transaction is consummated, and/or (b) the date that the Merger Agreement is validly terminated in accordance with its terms.

Section 5.4 Effect of Termination. Upon termination of this Agreement pursuant to Section 5.1, Section 5.2 or Section 5.3 with respect to a Party, (x) Section 3.1, Article VII, Article VIII, Article X and Article XI shall continue to bind such Party unless the Parties agree otherwise in writing, (y) the provisions of Section 4.1 shall remain in effect for the duration of the Exclusivity Period (other than Sections 4.1(b)(v), (vi) and (vii), each of which shall terminate) and (z) any expense reimbursement rights or obligations arising prior to such termination shall survive until satisfied.

**ARTICLE VI**  
**Announcements and Confidentiality**

Section 6.1 Announcements. No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of the other Parties, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after (i) the form and terms of such disclosure have been provided to the other Parties for its review and comment, and (ii) notice has been provided to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.

Section 6.2 Confidentiality.

(a) Except as permitted under Section 6.3, each Party shall not, and shall direct its Affiliates and Representatives not to, without the prior written consent of the other Parties, disclose any Confidential Information received by it (the "**Recipient**") from any other Party (the "**Discloser**"). Each Party shall not and 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 Transaction.

(b) Subject to Section 6.2(c), the Recipient shall return or destroy (in the Recipient's sole discretion), upon written request of the Discloser, any Confidential Information which falls within clause (a) 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.

(c) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 6.2 shall continue to apply for a period of twelve (12) months following termination of this Agreement pursuant to Article VI, unless a shorter period is otherwise agreed in writing by the Discloser of such Confidential Information.

Section 6.3 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 Transaction, but only on a confidential basis; or (b) to potential financing sources or investors, but only on a confidential basis, or (c) if required by law or a court of competent jurisdiction, the United States Securities and Exchange Commission or any other regulatory body or 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.

**ARTICLE VII**  
**Notices**

Section 7.1 Notices. Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile or electronic mail address provided under the other Party's signature page hereto, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

**ARTICLE VIII**  
**Representations and Warranties**

Section 8.1 Representations and Warranties. Each Party hereby represents and warrants, on behalf of such Party only, to the other Parties that (a) it has the requisite power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party and no additional proceedings are necessary to approve this Agreement; (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of such Party enforceable against it in accordance with the terms hereof; (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which such Party is a party or by which such Party is bound, or any office such Party holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party or any of its properties and assets, or (iii) result in the creation of, or impose any obligation on such Party to create, any lien, charge or other encumbrance of any nature whatsoever upon such Party's properties or assets; and (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of such Party.

Section 8.2 Ownership. As of the date of this Agreement, (i) such Party holds (A) the number and class of outstanding Target Shares set forth under the heading "Shares Held" next to its name on Schedule A hereto (specifying the number held as common shares and in the form of ADSs) and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, (ii) such Party has the sole right to control the voting and disposition of such Target Shares (if any) and any other Securities (if any) held by it, and (iii) none of the such Party and its Affiliates owns, directly or indirectly, any Target Shares or other Securities, other than as set forth on Schedule A hereto.

**ARTICLE IX**  
**Miscellaneous**

Section 9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.

Section 9.2 Further Assurances. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

Section 9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

Section 9.4 Amendments; Waivers. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement 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 9.5 Assignment; No Third Party Beneficiaries. Other than as provided herein, the rights and obligations of each Party shall not be assigned without the prior consent of the other Parties; provided that each Party may assign its rights and obligations under this Agreement, in whole or in part, to an Affiliate, a shareholder or a limited partner, as the case may be, of such Party. Each Party agrees that it will remain bound and liable under this Agreement after such assignment to its Affiliates. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Section 9.6 No Partnership or Agency. The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee or partner of the other Party.

Section 9.7 Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

Section 9.8 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 9.9 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 (“**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 9.9 (the “**Rules**”). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the 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 9.9, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the laws of the State of New York.

Section 9.10 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 any 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.

**ARTICLE X**  
**Definitions and Interpretations**

Section 10.1 Definitions. In this Agreement, unless the context requires otherwise:



“**ADSs**” means the Target’s American Depositary Shares, each representing two Target Common Shares.

“**Advisors**” means any advisors or consultants of Parent and the Parties, in each case appointed in connection with the Transaction.

“**Affiliate**” means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person and “**Affiliates**” shall be construed accordingly.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks generally are open in the People’s Republic of China and Hong Kong, for the transaction of normal banking business.

“**Consortium**” means the consortium formed by the Parties hereto to undertake the Transaction.

“**Competing Proposal**” means a proposal, offer or invitation to the Target or a Sponsor or any of their respective Affiliates, that involves the direct or indirect acquisition of 15% or more of the Target Shares, a sale, transfer or lease of all or any significant amount of the assets of the Target or any of its Subsidiaries that are used or have been used by the Target or any of its Subsidiaries in the conduct of their respective businesses, a merger, business combination, consolidation, restructuring or recapitalization involving the Target or any of its Subsidiaries, a change of control of the Target or any of its Subsidiaries or any other transaction that could adversely affect, prevent or materially reduce the likelihood of the consummation of the Transaction with the Parties.

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

“**Control**” means the possession, directly or indirectly, of the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“**Representative**” of a Party means that Party’s employees, directors, officers, partners, members, nominees, agents, advisors (including, but not limited to legal counsel, accountants, consultants and financial advisors), potential sources of equity or debt financing, and any representatives of the foregoing. The Representatives shall include the Advisors.

“**Securities**” means shares, warrants, options and any other securities which are convertible into or exercisable for shares or other equity of the Target including the Target Shares and the ADSs.

**“Target Common Shares”** means the Class A common shares, par value US\$0.001 per share, of the Target, each bearing one vote per share.

**“Target High-Vote Common Shares”** means the Class B common shares, par value US\$0.001 per share, of the Target, each bearing 10 votes per share.

**“Target Shares”** means the issued and outstanding Target Common Shares and Target High-Vote Common Shares including the Target Common Shares represented by ADSs.

Section 10.2 Headings. Section and paragraph headings are inserted for ease of reference only and shall not affect construction.

[signature page follows]

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

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

**Notice details:**

Address: Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon  
Bay, Hong Kong

Attention: Tianyi Jiang

Facsimile: +852 3421 0430

[Signature Page to Consortium Agreement]

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

Ctrip Investment Holding Ltd.

By: /s/ Xiaofan Wang

Name: Xiaofan Wang

Title: Director

**Notice details:**

Address: Building 16, Sky SOHO, 968 Jinzhong Road 200335, Shanghai,  
China

Attention: Xiaofan Wang

Facsimile: +86 21 5251 4588

[Signature Page to Consortium Agreement]

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SCHEDULE A

Securities Held by Party

<b>Party</b>	<b>Shares Held</b>	<b>Other Securities</b>
Ocean Imagination L.P.	0	0
Ctrip Investment Holding Ltd.	19,468,193	0

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**EXHIBIT A**

**FORM OF ADHERENCE AGREEMENT**

This **ADHERENCE AGREEMENT** (this "**Agreement**") is entered into on [•] BY:

[New Sponsor], a [•] organized and existing under the laws of [•] with its registered address at [•] (the "**Sponsor**").

**WHEREAS**, on [•], 2018, the parties listed on Schedule A (the "**Existing Parties**") entered into a consortium agreement (the "**Consortium Agreement**") and proposed to undertake an acquisition transaction (the "**Transaction**") with respect to eHi Car Services Limited (the "**Target**"), an exempted company with limited liability incorporated under the laws of the Cayman Islands and listed on the New York Stock Exchange ("**NYSE**"), pursuant to which the Target would be delisted from NYSE and deregistered under the United States Securities Exchange Act of 1934, as amended;

**WHEREAS**, additional parties may be admitted to the Consortium as "Sponsors" pursuant to Section 1.2 of the Consortium Agreement;  
and

**WHEREAS**, the Sponsor now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Sponsor and a Party thereto.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual agreements and covenants 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:

**ARTICLE I**  
**Defined Terms and Construction**

Section 1.1 Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

Section 1.2 This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

**ARTICLE II**  
**Undertakings**

Section 2.1 Assumption of Obligations. The Sponsor undertakes, to each other party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Sponsor as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Parties agree that where there is a reference to a "Sponsor" or "Party" there it shall be deemed to include a reference to the Sponsor and with effect from the date hereof, all the rights of a Sponsor provided under the Consortium Agreement will be accorded to the Sponsor as if the Sponsor had been a Sponsor and a Party under the Consortium Agreement at the date of execution thereof.

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**ARTICLE III**  
**Representations and Warranties**

Section 3.1 The Sponsor represents and warrants to each of the other Parties as follows:

- (a) Status. It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in the preamble of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.
- (b) Due Authorization. It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the Sponsor has been duly authorized by all necessary action on behalf of the Sponsor.
- (c) Legal, Valid and Binding Obligation. This Agreement has been duly executed and delivered by the Sponsor and constitutes the legal, valid and binding obligation of the Sponsor, enforceable against it in accordance with the terms hereof.
- (d) Ownership. As of the date of this Agreement, (i) Sponsor holds (A) the number and class of outstanding Target Shares set forth under the heading "Shares Held" next to its name on Schedule B hereto (specifying the number held as common shares and in the form of ADSs) and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule B hereto, (ii) Sponsor has the sole right to control the voting and disposition of such Target Shares (if any) and any other Securities (if any) held by it, and (iii) none of the Sponsor and its Affiliates owns, directly or indirectly, any Target Shares or other Securities, other than as set forth on Schedule B hereto] [if applicable]
- (e) Reliance. Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in this Article III and have been induced by them to enter into this Agreement.

**ARTICLE IV**  
**Notice**

Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile number or electronic mail address provided under the other Party's signature page to the Consortium Agreement, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

**ARTICLE V**  
**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.

**ARTICLE VI**  
**Dispute Resolution**

Section 6.1 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 6.1 (the “**Rules**”). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the 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

Section 6.2 Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6.1, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the laws of the State of New York.

**ARTICLE VII**  
**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.

[Signature page follows]



**IN WITNESS WHEREOF**, the New Sponsor has caused this Agreement to be duly executed by its respective authorized officers as of the day and year first above written.

[New Sponsor's Name]

By: \_\_\_\_\_  
Name:  
Title:

**Notice details:**

Address:  
Attention:  
Facsimile:

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

[ \_\_\_\_\_ ]  
Address:  
Attention:  
Facsimile:

[Signature Page to Adherence Agreement]

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**SCHEDULE A**

**Existing Parties**

1. Ocean Imagination L.P.
2. Ctrip Investment Holding Ltd.

**SCHEDULE B**  
**[Securities Held by Sponsor]**

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