UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13E-3

(Amendment No. 4)

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.
Nanyan Zheng
Tianyi Jiang
(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

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

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

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

Transaction Valuation	Amount of Filing Fee****
US$33,588,899	US$4,185

* 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 4,632,952 Class B Common Shares of eHi Car Services Limited at a price of no less than US$14.50 per ADS (no less than 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.

INTRODUCTION

This Rule 13e-3 transaction statement on Schedule 13E-3, together with the exhibits 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"); (f) Ocean Imagination L.P., an exempted limited partnership registered under the laws of the Cayman Islands ("Ocean Imagination"); (g) Mr. Nanyan Zheng, a PRC citizen, with the principal business address at Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong ("Mr. Zheng") and (h) Mr. Tianyi Jiang, a Hong Kong permanent resident, with the principal business address at Unit 1903B-05 Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong ("Mr. Jiang", and, together with Ocean GP, Ocean Voyage, Ocean Imagination and Mr. Zheng, the "Ocean Filing Persons").

On April 2, 2018, an affiliate of the Ocean Filing 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 American depositary shares of the Company (each, an "ADS"), each of which represents two Class A common shares of the Company, for US$14.50 in cash per ADS or US$7.25 in cash per Common Share (as revised and superseded by the Revised Ocean Proposal (as defined below), the "Ocean Proposed Transaction").

On April 6, 2018, Ctrip Investment entered into a consortium agreement (the "Consortium Agreement") with Ocean Imagination (the "Ocean Link Consortium Members," and collectively, the "Ocean Link Consortium"), pursuant to which the Ocean Link Consortium Members would cooperate in good faith in connection with the Ocean Proposed Transaction.

On June 29, 2018, the Ocean Link Consortium submitted a revised, non-binding proposal (the "Revised Ocean Proposal") to the Board, pursuant to which the Ocean Link Consortium proposed to acquire all of the Common Shares, including Common Shares represented by ADSs, for US$15.50 in cash per ADS or US$7.75 in cash per Common Share.

On January 23, 2019, Mr. Ray Ruiping Zhang (the "Chairman" or "Mr. Zhang"), the Company's Chairman and Chief Executive Officer, on behalf of certain members of the consortium under the Merger Agreement dated April 6, 2018 (the "Original Merger Agreement"), which included, among others, certain affiliates of MBK Partners Fund IV, L.P., The Crawford Group, Inc. and Dongfeng Asset Management Co. Ltd. (collectively, the "Chairman Consortium"), submitted a proposal to revise the Original Merger Agreement (the "Revised Proposal") to the special committee (the "Special Committee") of the Board. The Revised Proposal indicated, among other things, that the Chairman Consortium, concluded that the transactions provided for in the Original Merger Agreement could not be completed on the contemplated terms and that the Chairman Consortium was prepared to terminate the Original Merger Agreement unless the Special Committee agreed to amend the terms of the Original Merger Agreement. Under the terms of the Original Merger Agreement, either the Company or Parent (as defined below) could terminate the Original Merger Agreement if the merger contemplated by the Original Merger Agreement had not been completed by October 6, 2018.

In the Revised Proposal, Mr. Zhang indicated to the Special Committee that members of the Chairman Consortium were in discussions with representatives of the Ocean Link Consortium regarding the terms on which the members of the Ocean Link Consortium might agree to withdraw the Revised Ocean Proposal, and to join with certain members of the Chairman Consortium to form an updated consortium. In addition, in the Revised Proposal, Mr. Zhang indicated that, assuming an agreement could be reached between certain members of the Chairman Consortium and the Ocean Link Consortium:

- Mr. Zhang, certain affiliates of MBK Partners Fund IV, L.P., The Crawford Group, Inc., and Dongfeng Asset Management Co. Ltd. would be prepared to join and form an updated consortium with certain members of the Ocean Link Consortium;

- Ctrip and Ocean Imagination would contribute their Shares and ADSs to an affiliate of Parent as rollover equity;

- certain affiliates of MBK Partners together with The Crawford Group would significantly increase their existing equity commitments, and Ocean Link would provide an additional equity commitment, to fund the cash consideration to be paid in the merger contemplated under the Revised Proposal, as a result of which the transactions contemplated under the Revised Proposal would be financed entirely through equity capital, in the form of cash contributions and rollover equity, and therefore no debt financing would be required; and

- the changes to the composition of the Chairman Consortium and the terms of the Revised Proposal would provide increased closing certainty to all parties and a substantial benefit to the unaffiliated security holders of eHi.

On February 18, 2019, the Company entered into an Amended and Restated Agreement and Plan of Merger (the "Amended Merger Agreement") with Teamsport Parent Limited ("Parent") and Teamsport Bidco Limited ("Merger Sub"), a wholly owned subsidiary of Parent. The Amended Merger Agreement amends and restates in its entirety the Original Merger Agreement. Under the Amended Merger Agreement, shareholders of the Company will receive cash consideration equal to US$6.125 per Common Share or US$12.25 per ADS, other than Rollover Shares (as defined in the Amended Contribution and Support Agreement (as defined below)) and ADSs representing Rollover Shares, as applicable.

Concurrently with the execution of the Amended Merger Agreement, Ctrip Investment and Ocean Imagination entered into an amended and restated interim investors agreement (the "Interim Investors Agreement") with MBK Partners Fund IV, L.P. ("MBKP"), The Crawford Group, Inc. ("Crawford Inc."), L & L Horizon, LLC ("Horizon"), CDH Car Rental Service Limited ("CDH Car"), ICG Holdings 1, LLC ("ICG Holdco 1"), ICG Holdings 2, LLC ("ICG Holdco 2" and, together with ICG Holdco 1 and Crawford Inc., "Crawford"), Dongfeng Asset Management Co. Ltd. ("Dongfeng"), Teamsport Topco Limited ("Holdco"), Teamsport Midco Limited ("Midco"), Parent, and Merger Sub (Ctrip Investment, Ocean Imagination, CDH Car, MBKP, Horizon, Crawford, Dongfeng, Holdco, Midco, Parent, Merger Sub and other parties who join the Updated Buyer Group, collectively, the "Updated Buyer Group"). Pursuant to the terms of the Interim Investors Agreement, the Ctrip Filing Persons and the Ocean Filing Persons agreed to (a) join the other members of the Updated Buyer Group in proposing to acquire all of the Common Shares, including Common Shares represented by ADSs, that are not owned by the members of the Updated Buyer Group; (b) join the other members of the Updated Buyer Group as filing parties to any Schedule 13E-3 filing in relation to the transactions contemplated under the Interim Investors Agreement; and (c) within two (2) business days after the execution of the Interim Investors Agreement, withdraw the Revised Ocean Proposal and make any and all filings required in connection with such withdrawal with the SEC.

Concurrently with the execution of the Amended Merger Agreement, Ctrip Investment and Ocean Imagination entered into an Amended Contribution and Support Agreement (the "Amended Contribution and Support Agreement") with certain other members of the Updated Buyer Group. Under the terms of the Amended Contribution and Support Agreement, the Ctrip Filing Persons and the Ocean Filing Persons have agreed (a) to vote all of their respective Shares (including Shares represented by ADSs) in favor of the authorization and approval of the Amended Merger Agreement and the merger transaction contemplated thereunder (the "Merger") (and against any alternative transaction); and (b) that the Rollover Shares will, in connection with and immediately prior to the effective time of the Merger, be contributed to Holdco in exchange for newly issued ordinary shares of Holdco, be contributed by Holdco to Midco, be contributed by Midco to Parent and continue as ordinary shares of the Company, as the surviving company in the Merger, without payment of any consideration or distribution therefor.

Concurrently with the execution of the Amended Merger Agreement, the Company, certain members of the Chairman Consortium, and the members of the Ocean Link Consortium entered into a Global Settlement Agreement pursuant to which each of the parties thereto has agreed to withdraw and release its existing claims against each other party thereto in connection with its existing disputes in the courts of the Cayman Islands and in arbitration in Hong Kong, other than certain reserved costs claims, and subject to the consummation of the Merger, to withdraw and release such reserved costs claims.

Concurrently with the execution of the Amended Merger Agreement, the members of the Ocean Link Consortium submitted a notice to the Board withdrawing the Revised Ocean Proposal.

By filing this Transaction Statement, the Filing Persons hereby withdraw the Schedule 13E-3 that was filed with the SEC on May 4, 2018, Amendment No. 1 to Schedule 13E-3 that was filed with the SEC on June 20, 2018, Amendment No. 2 to Schedule 13E-3 that was filed with the SEC on August 8, 2018, and Amendment No. 3 to Schedule 13E-3 that was filed with the SEC on August 17, 2018.

Item 16 Exhibits

(d) - (1) Interim Investors Agreement, dated as of February 18, 2019, by and among Ctrip Investment, Ocean Imagination, CDH Car, MBKP, Horizon, Crawford, Dongfeng, Holdco, Midco, Parent, and Merger Sub.

(d) - (2) Amended and Restated Contribution and Support Agreement, dated as of February 18, 2019, by and among Horizon, Crawford, Ctrip Investment, CDH Car, and Dongfeng, Holdco, Midco and Parent.

(d) - (3) Notice of Withdrawal from Ocean Link Partners Limited and Ctrip.com International, Ltd. dated as of February 18, 2019.

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: February 20, 2019

CTRIP INVESTMENT HOLDING LTD.

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

C-TRAVEL INTERNATIONAL LIMITED

By: /s/ Min Fan
Name: Min Fan
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

TIANYI JIANG

By: /s/ Tianyi Jiang
Name: Tianyi Jiang

NANYAN ZHENG

By: /s/ Nanyan Zheng
Name: Nanyan Zheng

Exhibit Index

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(d) - (3) Notice of Withdrawal from Ocean Link Partners Limited and Ctrip.com International, Ltd. dated as of February 18, 2019.

Exhibit (d)(1)

EXECUTION VERSION

AMENDED AND RESTATED INTERIM INVESTORS AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

1. **AGREEMENTS AMONG THE INVESTORS.**

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

1.2 Equity Commitment.

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

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

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

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

1.4 Consummation of the Transactions.

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

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

1.5 Termination Fee and Expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.6 Appointment of Advisers.

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

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

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

2. **REPRESENTATIONS AND WARRANTIES.**

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

3. **EXCLUSIVITY**

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

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

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

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

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

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

4. **MISCELLAENOUS.**

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

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

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

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

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

4.6 Dispute Resolution.

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

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

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

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

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

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

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

(a) If to MBKP:

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

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

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

(b) If to Horizon:

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

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

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

(c) If to Crawford:

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

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

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

(d) If to Dongfeng:

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

(e) If to Ocean:

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

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

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

(f) If to Ctrip:

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

With a copy (which shall not constitute notice) to:
Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attention: Z. Julie Gao
Haiping Li
E-mail: Julie.Gao@skadden.com
Haiping.Li@skadden.com

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

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

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

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

4.12 Confidentiality.

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

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

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

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

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

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

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

[Signature pages follow]

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

MBKP PARTNERS FUND IV, L.P.

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

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

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

[Signature Page to A&R Interim Investors Agreement]

L & L HORIZON, LLC

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

[Signature Page to A&R Interim Investors Agreement]

THE CRAWFORD GROUP, INC.

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

[Signature Page to Interim Investors Agreement]

ICG HOLDINGS 1, LLC

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

[Signature Page to Interim Investors Agreement]

ICG HOLDINGS 2, LLC

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

[Signature Page to Interim Investors Agreement]

DONGFENG ASSET MANAGEMENT CO. LTD.

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

[Signature Page to Interim Investors Agreement]

OCEAN IMAGINATION L.P.

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

By: Ocean General Partners Limited, its general partner

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

[Signature Page to Interim Investors Agreement]

CTRIP INVESTMENT HOLDING LTD.

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

[Signature Page to Interim Investors Agreement]

CDH CAR RENTAL SERVICE LIMITED

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

[Signature Page to Interim Investors Agreement]

TEAMSPORT TOPCO LIMITED

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

TEAMSPORT MIDCO LIMITED

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

TEAMSPORT PARENT LIMITED

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

TEAMSPORT BIDCO LIMITED

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

[Signature Page to Interim Investors Agreement]

SCHEDULE 1
SUBSEQUENT INVESTOR TRANSACTION EXPENSES

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

SCHEDULE 2
ADDITIONAL COVENANTS

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

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

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

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

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

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

SCHEDULE 3
JOINT ADVISERS

McKinsey & Company
PricewaterhouseCoopers
Weil, Gotshal & Manges
Fangda Partners

SCHEDULE 4
JOINT DD ADVISERS

McKinsey & Company
PricewaterhouseCoopers
Weil, Gotshal & Manges
Fangda Partners

EXHIBIT A
INVESTOR EQUITY COMMITMENT

Investor	Rollover Shares		Equity Commitment		Percentage of Aggregate Investor Equity Commitments
MBK Partners Fund IV, L.P.	Class A common shares:	0			
	Class B common shares:	0			
	ADSs (each representing two Class A common shares):	0	US$	380,484,849.50	40.62%
L & L Horizon, LLC	Class A common shares:	0			
	Class B common shares:	7,142,432			
	ADSs (each representing two Class A common shares):	0		N/A	4.67%
The Crawford Group, Inc.	Class A common shares:	37,501			
	Class B common shares:	18,694,003			
	ADSs (each representing two Class A common shares):	533,885	US$	135,593,633.50	27.42%
ICG Holdings 1, LLC	Class A common shares:	0			
	Class B common shares:	3,030,839			
	ADSs (each representing two Class A common shares):	0		N/A	1.98%
ICG Holdings 2, LLC	Class A common shares:	0			
	Class B common shares:	3,156,358			
	ADSs (each representing two Class A common shares):	0		N/A	2.07%
Dongfeng Asset Management Co. Ltd.	Class A common shares:	5,000,000			
	Class B common shares:	0			
	ADSs (each representing two Class A common shares):	0		N/A	3.27%
Ocean Imagination L.P.	Class A common shares:	0			
	Class B common shares:	0			
	ADSs (each representing two Class A common shares):	0	US$	11,842,221.88	1.53%
Ctrip Investment Holding Ltd.	Class A common shares:	4,300,000			
	Class B common shares:	15,168,193			
	ADSs (each representing two Class A common shares):	0		N/A	12.73%
CDH Car Rental Service Limited	Class A common shares:	100,000			
	Class B common shares:	8,599,211			
	ADSs (each representing two Class A common shares):	219,382		N/A	5.71%
				TOTAL	100%

Exhibit (d)(2)

EXECUTION VERSION

AMENDED AND RESTATED CONTRIBUTION AND SUPPORT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
VOTING

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

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

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

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

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

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

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

Section 1.2 [Intentionally Omitted.]

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

ARTICLE II
CONTRIBUTION

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

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

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

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

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

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

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

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ROLLOVER SHAREHOLDERS

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

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

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

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

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

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

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

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

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

Section 3.2 Covenants. Each Rollover Shareholder hereby:

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

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

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

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

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

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT, MIDCO AND HOLDCO

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

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

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

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

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

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

ARTICLE V
TERMINATION

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

ARTICLE VI
MISCELLANEOUS

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

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

if to Parent, Midco and/or Holdco:

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

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

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

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

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

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

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

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

Section 6.7 Dispute Resolution.

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

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

Section 6.8 No Third Party Beneficiaries; No Recourse.

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

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

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

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

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

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

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

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

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

[*Remainder of Page Left Blank Intentionally*]

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

PARENT

TEAMSPORT PARENT LIMITED

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

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

HOLDCO

TEAMSPORT TOPCO LIMITED

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

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

MIDCO

TEAMSPORT MIDCO LIMITED

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

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

ROLLOVER SHAREHOLDERS

L & L HORIZON, LLC

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

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

THE CRAWFORD GROUP, INC.

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

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

ICG HOLDINGS 1, LLC

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

[*Signature Page to Contribution and Support Agreement*]

ICG HOLDINGS 2, LLC

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

[*Signature Page to Contribution and Support Agreement*]

DONGFENG ASSET MANAGEMENT CO. LTD.

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

[*Signature Page to Contribution and Support Agreement*]

CTRIP INVESTMENT HOLDING LTD.

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

[*Signature Page to Contribution and Support Agreement*]

CDH CAR RENTAL SERVICE LIMITED

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

[*Signature Page to Contribution and Support Agreement*]

SCHEDULE A

Name	Notice Address	Shares		Rollover Shares	Holdco Shares
L & L Horizon, LLC	L & L Horizon, LLC Unit 12/F, Building No.5, Guosheng Center 388 Daduhe Road Shanghai, 200062, China Attention: Mr. Ray RuiPing Zhang Facsimile: +86 21 5489 1121 E-mail: xjhsh168@qq.com With a copy (which shall not constitute notice) to: Pillar Legal, P.C. Suite 1419-1420, Far East Building 1101 Pudong South Road, Pudong District Shanghai 200120, China Attention: Greg Pilarowski E-mail: greg@pillarlegalpc.com	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 7,142,432 0	7,142,432 Shares	Class A-1 ordinary shares: 0 Class B ordinary shares: 7,142,432
The Crawford Group, Inc.	The Crawford Group, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Pamela M. Nicholson, Chief Executive Officer Facsimile: +1 314-512-4070 E-mail: Pamela.M.Nicholson@ehi.com With a copy (which shall not constitute notice) to: The Crawford Group, Inc. c/o Enterprise Holdings, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Michael W. Andrew, Senior Vice President and General Counsel Facsimile: +1 314-512-5823 E-mail: Mike.Andrew@ehi.com	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	37,501 18,694,003 533,885	19,799,274 Shares	Class A-1 ordinary shares: 39,291,274 Class B ordinary shares: 2,645,736

ICG Holdings 1, LLC	The Crawford Group, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Pamela M. Nicholson, Chief Executive Officer Facsimile: +1 314-512-4070 E-mail: Pamela.M.Nicholson@ehi.com With a copy (which shall not constitute notice) to: The Crawford Group, Inc. c/o Enterprise Holdings, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Michael W. Andrew, Senior Vice President and General Counsel Facsimile: +1 314-512-5823 E-mail: Mike.Andrew@ehi.com	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 3,030,839 0	3,030,839 Shares	Class A-1 ordinary shares: 2,898,210 Class B ordinary shares: 132,630
ICG Holdings 2, LLC	The Crawford Group, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Pamela M. Nicholson, Chief Executive Officer Facsimile: +1 314-512-4070 E-mail: Pamela.M.Nicholson@ehi.com With a copy (which shall not constitute notice) to: The Crawford Group, Inc. c/o Enterprise Holdings, Inc. 600 Corporate Park Drive St. Louis, MO 63105 U.S.A. Attention: Michael W. Andrew, Senior Vice President and General Counsel Facsimile: +1 314-512-5823 E-mail: Mike.Andrew@ehi.com	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	0 3,156,358 0	3,156,358 Shares	Class A-1 ordinary shares: 3,018,236 Class B ordinary shares: 138,122

Dongfeng Asset Management Co. Ltd.	Dongfeng Asset Management Co. Ltd. Special No.1 DongFeng Road, WuHan Economic & Technical Development Zone WuHan, HuBei Province, PRC, 430056 Attention: Zhang Xiao Wang You E-mail: zhxiao@dfmc.com.cn wangy@dfmc.com.cn	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	5,000,000 0 0	5,000,000 Shares	Class A-1 ordinary shares: 5,000,000 Class B ordinary shares: 0
Ctrip Investment Holding Ltd.	Ctrip.com International, Ltd. Building 16, 968 Jinzhong Road, Shanghai People's Republic of China Attention: Jay Shen Email: jie_shen@Ctrip.com With a copy (which shall not constitute notice) to: Skadden, Arps, Slate, Meagher & Flom 42/F, Edinburgh Tower, The Landmark 15 Queen's Road Central, Hong Kong Attention: Z. Julie Gao Haiping Li Email: Julie.Gao@skadden.com Haiping.Li@skadden.com	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	4,300,000 15,168,193 0	19,468,193	Class A-1 ordinary shares: 17,772,124 Class B ordinary shares: 1,696,069

CDH Car Rental Service Limited	Ocean Imagination L.P. Room 303, 3rd Floor, St. George's Building, 2 Ice House Street, Central, Hong Kong Attention: Tianyi Jiang E-mail: tony.jiang@oceanlp.com With a copy (which shall not constitute notice) to: Skadden, Arps, Slate, Meagher & Flom 42/F, Edinburgh Tower, The Landmark 15 Queen's Road Central, Hong Kong Attention: Z. Julie Gao Haiping Li Email: Julie.Gao@skadden.com Haiping.Li@skadden.com	Class A common shares: Class B common shares: ADSs (each representing two Class A common shares):	100,000 8,599,211 219,382	9,137,975	Class A-1 ordinary shares: 8,738,097 Class B ordinary shares: 399,878

Exhibit (d)(3)

February 18, 2019
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 Board Members of eHi,

We refer to our revised non-binding proposal (the "Proposal") to the board of directors of eHi Car Services Limited (the "Company"), dated June 29, 2018, to acquire all outstanding common shares (the "Shares") of the Company in a going-private transaction at US$15.50 per American depositary share of the Company, each representing two Shares, in cash. On behalf of our affiliates and consortium members, we hereby notify the Company of our withdrawal of the Proposal effective as of the date of this letter.

Sincerely,

Ocean Link Partners Limited

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

Ctrip Investment Holding Ltd.

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