UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)

eLong, Inc.

(Name of Issuer)

Ordinary Shares, par value $0.01 per share

(Title of Class of Securities)

290138 205

(CUSIP Number)

C-Travel International Limited
c/o 99 Fu Quan Road, Shanghai 200335
The People's Republic of China
Attention: Xiaofan Wang, Chief Financial Officer
+86 (21) 34064880

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

with a copy to:

Z. Julie Gao, Esq.
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42/F, Edinburgh Tower, The Landmark
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February 4, 2016

(Date of Event Which Requires Filing of this Statement)

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

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

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

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

CUSIP No. 290138 205

1	Names of Reporting Persons C-Travel International Limited		
2	Check the Appropriate Box if a Member of a Group (a) ☐ (b) ☒		
3	SEC Use Only		
4	Source of Funds (See Instructions) WC		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization Cayman Islands		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 28,827,319[1]	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 28,827,319[1]	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 28,827,319[2]		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13	Percent of Class Represented by Amount in Row (11) 38.2%		
14	Type of Reporting Person (See Instructions) CO		

[1] Consists of (a) 12,192,608 ordinary shares, par value US$0.01 per share, in the form of ordinary shares or American depositary shares, each representing two ordinary shares of the Company, and (b) 16,634,711 high-vote ordinary shares, par value US$0.01 per share (collectively, the "Ordinary Shares"), of the Company directly held by C-Travel International Limited. Each high-vote ordinary share is entitled to 15 votes per share and each ordinary share is entitled to one vote per share.

[2] The percentages of ownership set forth in row 13 above is based on 75,475,739.9 Ordinary Shares (including 41,866,535.9 ordinary shares and 33,589,204 high-vote ordinary shares assuming conversion of high-vote ordinary shares) outstanding as of February 4, 2016, as disclosed by the Issuer in the Merger Agreement (as defined below).

CUSIP No. 290138 205

1	Names of Reporting Persons Ctrip.com International, Ltd.		
2	Check the Appropriate Box if a Member of a Group (a) ☐ (b) ☒		
3	SEC Use Only		
4	Source of Funds (See Instructions) AF		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization Cayman Islands		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 28,827,319[3]	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 28,827,319[2]	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 28,827,319[4]		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13	Percent of Class Represented by Amount in Row (11) 38.2%		
14	Type of Reporting Person (See Instructions) CO		

[3] Consists of (a) 12,192,608 ordinary shares, par value US$0.01 per share, in the form of ordinary shares or American depositary shares, each representing two ordinary shares of the Company, and (b) 16,634,711 high-vote ordinary shares, par value US$0.01 per share, of the Company directly held by C-Travel International Limited, which is a Cayman Islands company wholly owned by Ctrip.com International, Ltd. Due to the ownership relationship, Ctrip.com International, Ltd. may also be deemed to have sole voting and dispositive power over the shares directly held by C-Travel International Limited.

[4] The percentages of ownership set forth in row 13 above is based on 75,475,739.9 Ordinary Shares (including 41,866,535.9 ordinary shares and 33,589,204 high-vote ordinary shares assuming conversion of high-vote ordinary shares) outstanding as of February 4, 2016, as disclosed by the Issuer in the Merger Agreement (as defined below).

Item 1. Security and Issuer.

This Amendment No. 2 to Schedule 13D (this "**Amendment No. 2**") amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the "**SEC**") on June 1, 2015, as amended by Amendment No. 1 filed with the SEC on September 25, 2015 (the "**Original Schedule 13D**"). Unless specifically amended hereby, the disclosures set forth in the Original Schedule 13D shall remain unchanged. All capitalized terms used in this Amendment No. 2 but not defined herein shall have the meanings ascribed thereto in the Original Schedule 13D, as applicable.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended by adding the following at the end thereof:

The information set forth in Item 4 of this Statement is incorporated by reference in this Item 3.

Item 4. Purpose of Transaction.

Item 4 is hereby amended by adding the following at the end thereof:

The information set forth in Items 3 and 6 of this Statement is incorporated by reference in this Item 4.

On February 4, 2016, the Issuer announced in a press release that it had entered into an agreement and plan of merger (the "**Merger Agreement**") on the same date with China E-dragon Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("**Parent**") and China E-dragon Mergersub Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("**Merger Sub**"). Pursuant to the Merger Agreement, Merger Sub will be merged with and into the Issuer (the "**Merger**"), with the Issuer continuing as the surviving corporation and becoming a wholly owned subsidiary of Parent. Under the terms of the Merger Agreement, each Ordinary Share, including Ordinary Shares represented by ADSs, issued and outstanding immediately prior to the effective time of the Merger will be cancelled in consideration for the right to receive US$9.00 per Ordinary Share or US$18.00 per ADS, in each case, in cash, without interest and net of any applicable withholding taxes, except for (a) Shares (the "**Rollover Shares**") held by Rollover Shareholders (as defined below), (ii) Ordinary Shares (including Shares represented by ADSs) owned by Parent, Merger Sub or the Company (as treasury shares, if any) and any Ordinary Shares (including Ordinary Shares represented by ADSs) reserved for issuance, settlement and allocation by the Company upon exercise or vesting of any Company share awards, and (iii) Ordinary Shares owned by holders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the merger pursuant to Section 238 of the Companies Law of the Cayman Islands, which Ordinary Shares will be cancelled at the effective time of the merger for the right to receive the appraised value of such Ordinary Shares determined in accordance with the provisions of Section 238 of the Companies Law of the Cayman Islands. The closing of the transactions contemplated by the Merger Agreement (the "**Transactions**") is subject to a number of customary conditions, including a vote of shareholders representing at least two-thirds of the voting power of the Shares present and vote in person or by proxy as a single class at an extraordinary general meeting of the Company's shareholders. The information disclosed in this paragraph is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit F, and is incorporated herein in its entirety.

Upon consummation of the Merger, the ADSs will be delisted from the NASDAQ Global Select Market, and the Issuer's obligations to file periodic reports under the Exchange Act will be terminated. After the Merger, the Issuer will be privately held by the Reporting Persons, TCH Sapphire Limited, Ocean Imagination L.P. and Luxuriant Holdings Limited (collectively, the "**Rollover Shareholders**"), Seagull Limited, Oasis Limited and Rong Zhou (周荣) (together with the Rollover Shareholders, the "**Consortium**").

The Transactions will be funded through the cash contributions contemplated by the equity commitment letters, dated as of February 4, 2016 (the "**Equity Commitment Letters**"), by and between Parent and each of Tencent Asset Management Limited, Ocean Imagination L.P., Seagull Limited, Jiang Hao and Rong Zhou (周荣) (collectively, the "**Sponsors**"). Under the terms and subject to the conditions of the Equity Commitment Letters, the Sponsors will provide equity financing in an aggregate amount of US$147,684,889 to Parent to consummate the Merger.

Concurrently with the execution of the Merger Agreement, the Rollover Shareholders entered into a support agreement dated as of February 4, 2016 (the "**Support Agreement**") with Parent, pursuant to which they have agreed with Parent, among other things, that (a) the Rollover Shareholders will vote all Shares (including Ordinary Shares represented by ADSs) owned directly or indirectly by them in favor of the authorization and approval of the Merger Agreement and the Transactions, including the Merger, (b) the Rollover Shares will, in connection with and at the effective time of the Merger, be cancelled for no consideration and (c) the Rollover Shareholders, in consideration for the cancellation of the Rollover Shares, will subscribe for newly issued shares in Parent. The information in this paragraph is qualified in its entirety by reference to the Support Agreement, a copy of which is filed as Exhibit G, and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement, each member of the Consortium entered into an interim investors agreement (the "**Interim Investors Agreement**") with Parent and Merger Sub, pursuant to which the parties thereto agreed to certain terms and conditions that will govern the actions of Parent and Merger and the relationship among the members of the Consortium with respect to the Transactions. The information disclosed in this paragraph is qualified in its entirety by reference to the Interim Investors Agreement, a copy of which is filed as Exhibit H, and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement, C-Travel executed and delivered a limited guarantee (the "**Limited Guarantee**") in favor of the Issuer with respect to a portion of the payment obligations of Parent under the Merger Agreement for the termination fee that may become payable to the Issuer by Parent under certain circumstances and certain costs and expenses, as set forth in the Merger Agreement. The information disclosed in this paragraph is qualified in its entirety by reference to the Limited Guarantee, a copy of which is filed as Exhibit I, and which is incorporated herein by reference in its entirety.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended by adding at the end thereof the following paragraph:

The Reporting Persons and certain of their affiliates may be deemed to be members of a "group" with the other parties (collectively, the "**Other Parties**") to the Support Agreement and the Interim Investors Agreement pursuant to Section 13(d) of the Act as a result of entering into the Support Agreement and the Interim Investors Agreement. However, each Reporting Person expressly disclaims beneficial ownership of the Ordinary Shares beneficially owned by the Other Parties. Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission that any of the Reporting Persons beneficially owns any Ordinary Shares that are beneficially owned by any of the Other Parties. The Reporting Persons are only responsible for the information contained in this Statement and assume no responsibility for information contained in any other Schedule 13Ds filed by any of the Other Parties.

There have been no transactions in the Ordinary Shares by C-Travel or Ctrip during the past sixty days.

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

Item 6 is hereby amended by adding the following at the end thereof:

The information set forth in Items 3 and 4 of this Statement are incorporated by reference in this Item 6.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
A	Joint Filing Agreement, dated June 1, 2015 by and between the Reporting Persons (incorporated by reference to Exhibit A to the Original Schedule 13D, filed with the Commission by the Reporting Persons on June 1, 2015)
B	Share Purchase Agreement for the Acquisition of Certain Shares dated May 22, 2015 between Ctrip, C-Travel, Keystone Lodging Holdings Limited, Plateno Group Limited, Luxuriant Holdings Limited, Expedia, Inc. and Expedia Asia Pacific — Alpha Limited. (incorporated by reference to Exhibit B to the Original Schedule 13D, filed with the Commission by the Reporting Persons on June 1, 2015)
C	Share Purchase Agreement for the Acquisition of Certain Shares dated May 22, 2015 between Ctrip, C-Travel and Guangfu Cui (incorporated by reference to Exhibit C to the Original Schedule 13D, filed with the Commission by the Reporting Persons on June 1, 2015)
D	Right of First Refusal Agreement dated May 22, 2015 by and between C-Travel and Keystone Lodging Holdings Limited. (incorporated by reference to Exhibit D to the Original Schedule 13D, filed with the Commission by the Reporting Persons on June 1, 2015)
E	Consortium Agreement dated September 18, 2015 by and among TCH Sapphire Limited, C-Travel International Limited and Ocean Imagination L.P. (incorporated by reference to Exhibit E to the Original Schedule 13D, filed with the Commission by the Reporting Persons on September 25, 2015)
F	Merger Agreement, by and among eLong, Inc., China E-dragon Holdings Limited and China E-dragon Mergersub Limited, dated as of February 4, 2016 (incorporated by reference to Exhibit 99.1 to eLong, Inc.'s Report of Foreign Private Issuer filed on Form 6-K on February 4, 2016).
G*	Support Agreement by and among China E-dragon Holdings Limited, TCH Sapphire Limited, C-Travel International Limited, Ocean Imagination L.P. and Luxuriant Holdings Limited, dated as of February 4, 2016.
H*	Interim Investors Agreement by and among China E-dragon Holdings Limited, China E-dragon Mergersub Limited, TCH Sapphire Limited, C-Travel International Limited, Seagull Limited, Luxuriant Holdings Limited, Ocean Imagination L.P., Oasis Limited and Rong Zhou (周荣), dated as of February 4, 2016.
I*	Limited Guarantee, by C-Travel International Limited in favor of eLong, Inc., dated February 4, 2016.

* File herewith.

SIGNATURE

After reasonable 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.

Dated: February 5, 2016

C-Travel International Limited

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

Ctrip.com International, Ltd.

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

Exhibit G

EXECUTION VERSION

SUPPORT AGREEMENT

This **SUPPORT AGREEMENT** (this "**Agreement**") is entered into as of February 4, 2016 by and among China E-dragon Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**Parent**"), TCH Sapphire Limited, a British Virgin Islands company ("**TCH**"), C-Travel International Limited, a Cayman Islands company ("**C-Travel**"), Ocean Imagination L.P., an exempted limited partnership registered under the laws of the Cayman Islands ("**Ocean**"), Luxuriant Holdings Limited, a Cayman Islands company ("**Luxuriant**" and together with TCH, C-Travel and Ocean, the "**Investors**" and each, an "**Investor**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, China E-dragon Mergersub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("**Merger Sub**"), and eLong, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Company**") have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as may be 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 corporation and a wholly-owned subsidiary of Parent (the "**Merger**"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, on the date hereof, each of the Investors, Parent and Merger Sub entered into an Interim Investors Agreement (the "**Interim Investors Agreement**"), which governs certain actions of the parties thereto with respect to the Merger Agreement, the Support Agreement, the Equity Commitment Letters, the Limited Guarantees and certain other matters including the sharing among the Investors of expenses and any termination fee that may become payable by the Company to Parent or Parent to the Company, as applicable;

WHEREAS, as of the date hereof, each Investor is the beneficial owner (as defined under Rule 13d-3 of the Exchange Act) of certain (a) ordinary shares, par value US$0.01 of the Company ("**Ordinary Shares**") (including Shares represented by American Depositary Shares (the "**ADSs**") each representing two Ordinary Shares) and/or (b) high-vote ordinary shares, par value US$0.01 of the Company ("**High-Vote Ordinary Shares**" which, together with the Ordinary Shares, may hereinafter be referred to as "**Shares**"), as set forth in the column titled "Owned Shares" opposite such Investor's name on Schedule A hereto (such Shares, together with any other Shares and securities of the Company acquired (whether beneficially or of record) by such Investor after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Investor's obligations under this Agreement, including, without limitation, any Shares or securities of the Company acquired by means of purchase, dividend or distribution, or issued upon the exercise or settlement of any Company Options, Company RSU Awards, or warrants or the conversion of any convertible securities or otherwise, being collectively referred to herein as the "**Securities**");

WHEREAS, in connection with the consummation of the Merger, each Investor agrees to (a) the cancellation of the Shares (including Shares represented by ADSs) as set forth in the column titled "Rollover Shares" opposite such Investor's name on Schedule A hereto (the "**Rollover Shares**") for no consideration, and (b) subscribe for newly issued Parent Shares (as defined below) immediately prior to the Closing, and vote the Securities at the Shareholders' Meeting in favor of the Merger, in each case upon the terms and conditions set forth herein;

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 Investors are entering into this Agreement; and

WHEREAS, the Investors acknowledge that Parent and Merger Sub are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of the Investors 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 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 (y) the termination of the Merger Agreement pursuant to and in compliance with the terms therein (such earlier time, the "**Expiration Time**"), each Investor hereby irrevocably and unconditionally agrees that at the Shareholder Meeting or any other annual or extraordinary general 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 Investor shall (i) appear or cause its representative(s) to appear at such meeting or otherwise cause 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 Investor'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 Proposal or any other transaction, proposal, agreement or action made in opposition to authorization and approval of the Merger Agreement 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 any of the Transactions, including the Merger, or this Agreement or the performance by such Investor of its obligations under this Agreement, including without limitation, (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consideration or other business combination involving the Company or any of its Subsidiaries (other than the Merger); (ii) a sale, lease or transfer of any material assets of the Company or any of its Subsidiaries or a

reorganization, recapitalization or liquidation of the Company or any of its Subsidiaries; (iii) any material change in the present capitalization or dividend policy of the Company or any amendment or other change to the Company Governing Documents, except if approved in writing by Parent; or (iv) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent,

(d) against any action, proposal, transaction or agreement that could 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 Investor contained in this Agreement or otherwise reasonably requested by Parent in order to consummate the Transactions, including the Merger,

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

(f) in favor of any adjournment or postponement of the Shareholder 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) — (e) in this Section 1.1 is to be considered (and any adjournment or postponement thereof) as may be reasonably requested by Parent.

Section 1.2 Restrictions on Transfers. Except as provided for in Article II below or pursuant to the Merger Agreement, each Investor hereby agrees that, from the date hereof until the Expiration Time, such Investor 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**"), 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 and (x) that has, or could reasonably be expected to have, the effect of reducing or limiting such Investor's economic interest in such Securities and/or (y) grants a third party the right to vote or direct the voting of such 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) knowingly take any action that would make any representation or warranty of such Investor set forth in this Agreement untrue or incorrect or have the effect of preventing, disabling, or delaying such Investor from performing any of 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).

ARTICLE II
Cancellation; Subscription

Section 2.1 Cancellation. Subject to the terms and conditions set forth herein, (a) each Investor agrees that, at the Effective Time, all of its Rollover Shares (including those represented by ADSs) shall be cancelled at no consideration in connection with the Merger, and (b) other than its Rollover Shares, all equity securities of the Company held by any such Investor, if any, shall be treated as set forth in the Merger Agreement and not be affected by the provisions of this Agreement. Each Investor will take all actions necessary to cause the number of Rollover Shares (including those represented by ADSs) opposite such Investor's name on Schedule A hereto to be treated as set forth herein.

Section 2.2 Subscription. Subject to the terms and conditions set forth herein, at the Closing each Investor shall, or shall cause its Affiliate to, subscribe for and purchase, and the Parent shall issue and sell to such Investor, such number of Parent Shares as set forth opposite such Investor's name on Schedule B hereto, for an aggregate purchase price equal to the subscription amount set forth opposite such Investor's name on Schedule B hereto (each such amount, a "**Subscription Amount**").

Section 2.3 Issuance of Parent Shares. Immediately prior to the Closing, in consideration for (a) the cancellation of the Rollover Shares (including those represented by ADSs) held by each Investor in accordance with Section 2.1, Parent shall issue to such Investor (or, if designated by such Investor in writing, an Affiliate of such Investor), the number of newly issued (i) ordinary shares of Parent, par value US$0.0005 per share ("**Parent Ordinary Shares**") and/or (ii) convertible participating preferred shares of Parent, par value US$0.0005 per share ("**Parent Preferred Shares**" which, together with the Parent Ordinary Shares, may hereinafter referred to as "**Parent Shares**"), in each case, as set forth in the column titled "Parent Shares" opposite such Investor's name on Schedule A hereto, at a consideration per share equal to its par value and (b) the payment by an Investor of the applicable Subscription Amount in accordance with Section 2.2, Parent shall issue to such Investor (or, if designated by such Investor in writing, an Affiliate of such Investor), the number of newly issued Parent Shares, in each case, as set forth in the column titled "Parent Shares" opposite such Investor's name on Schedule B hereto. Each Investor hereby acknowledges and agrees that (i) delivery of the Parent Shares set forth opposite such Investor's name on Schedule A hereto, shall constitute complete satisfaction of all obligations towards or sums due to such Investor by Parent and Merger Sub in respect of the Rollover Shares (including those represented by ADSs) held by such Investor and cancelled at the Effective Time as contemplated by Section 2.1 above, (ii) delivery of the Parent Shares set forth opposite such Investor's name on Schedule B hereto, shall constitute complete satisfaction of all obligations towards or sums due to such Investor by Parent and Merger Sub in respect of the Subscription Amount paid by such Investor as contemplated by Section 2.2 above and (iii) such Investor shall have no right to any Merger Consideration in respect of the Rollover Shares (including those represented by ADSs) held by such Investor.

Section 2.4 Closing. Subject to the satisfaction in full (or waiver, if permissible, in accordance with the Interim Investors Agreement) of all of the conditions set forth in Section 8.1 and Section 8.2 of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the subscription

and issuance of Parent Shares contemplated hereby shall take place immediately prior to the closing contemplated under the Merger Agreement (the "**Closing**"). For the avoidance of doubt, (a) Schedule A sets forth opposite each Investor's name the number and class of (i) Rollover Shares (including those represented by ADSs) of such Investor, (ii) Shares owned by such Investor as of the date hereof, and (iii) Parent Shares to be issued to such Investor in connection with the cancellation contemplated by Section 2.1, and (b) Schedule B sets forth opposite each Investor's name the (i) Subscription Amount payable by such Investor, and (ii) Parent Shares to be issued to such Investor in connection with the subscription contemplated by Section 2.2.

Section 2.5 Deposit of Rollover Shares. No later than three (3) business days prior to the Closing, each Investor and any agent of such Investor holding certificates evidencing any Rollover Shares shall deliver or cause to be delivered to Parent all certificates representing such Rollover Shares in such Person's possession, for disposition in accordance with the terms of this Agreement; such certificates and documents shall be held by Parent or any agent authorized by Parent until the Closing. To the extent that any Rollover Shares of an Investor are held in street name or otherwise represented by ADSs, such Investor shall execute such instruments and take such other actions, in each case, as are reasonably requested by Parent to reflect or give effect to the cancellation of such Rollover Shares in accordance with this Agreement.

ARTICLE III
Representations, Warranties and Covenants of the Investors

Section 3.1 Representations and Warranties. Each Investor, severally and not jointly, represents and warrants to Parent that, as of the date hereof and as of the Closing:

(a) such Investor has the requisite corporate power and authority to execute and deliver this Agreement, to perform such Investor's obligations hereunder and to consummate the transactions contemplated hereby;

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

(c) assuming due authorization, execution and delivery by Parent, this Agreement constitutes a legal, valid and binding agreement of such Investor, enforceable against such Investor in accordance with its terms, except as enforcement may be limited by the Enforceability Exceptions;

(d) (i) such Investor (A) is and, immediately prior to the Closing, will be the beneficial owner of, and has and will have good and valid title to, the Securities, free and clear of Liens other than as created by this Agreement, and (B) has and, as of the Closing will have, sole or shared (together with Affiliates controlled by such Investor) voting power, power of disposition, and power to control dissenter's rights, in each case with respect to all of the Securities, with no limitations, qualifications, or restrictions on such rights, subject to applicable

United States federal securities Laws, Laws of the Cayman Islands, Laws of the People's Republic of China and the terms of this Agreement and the Interim Investors Agreement; (ii) except as contemplated hereby, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which such Investor is a party relating to the pledge, disposition or voting of any of its Securities and its Securities are not subject to any voting trust agreement or other Contract to which such Investor is a party restricting or otherwise relating to the voting or Transfer of such Securities other than this Agreement; (iii) such Investor has not Transferred any interest in any of the Securities; (iv) as of the date hereof, other than its Owned Shares, such Investor does not own, beneficially or of record, or have the right to acquire, any Shares, securities of the Company, or any direct or indirect interest in any such securities (including by way of derivative securities); and (v) such Investor has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of its Owned Shares;

(e) 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 Entity is necessary on the part of such Investor for the execution, delivery and performance of this Agreement by such Investor or the consummation by such Investor of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Investor, nor the consummation by such Investor of the transactions contemplated hereby, nor compliance by such Investor with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of such Investor, (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 Investor pursuant to any Contract to which such Investor is a party or by which such Investor or any property or asset of such Investor is bound or affected, in each case which have, or could have, the effect of preventing, impeding or interfering with or adversely affecting the performance by such Investor of its obligations under this Agreement, or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such Investor or any of such Investor's properties or assets;

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

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

(h) such Investor understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Investor's execution, delivery and performance of this Agreement.

Section 3.2 Covenants. Each Investor hereby:

(a) agrees, prior to the Expiration Time, not to knowingly take any action that would make any representation or warranty of such Investor 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 Investor of its obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Investor may have with respect to such Investor's Securities (including, without limitation, any rights under Section 238 of the CICL);

(c) agrees to permit the Company to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith), such Investor's identity and beneficial ownership of Shares or other equity securities of the Company and the nature of such Investor's commitments, arrangements and understandings under this Agreement;

(d) agrees and covenants, severally and not jointly, that such Investor shall promptly notify Parent of any new Shares and 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 Investor, 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;

(e) agrees and covenants that each Investor who is, or whose ultimate shareholder is, deemed to be a resident of the PRC under the Laws of the PRC, shall, as soon as practicable after the date hereof, use its reasonable best efforts to (i) submit an application to the State Administration of Foreign Exchange ("**SAFE**") for the registration of its holding of Shares (whether directly or indirectly) in the Company in accordance with the requirements of *Circular of the State Administration of Foreign Exchange on Relevant Issues concerning Foreign Exchange Administration of Financing, Outbound Investments and Inbound Investments by PRC Residents*(关于境内居民通过境外特殊目的公司境外投融资及返程投资外汇管理有关问题的通知), issued on July 4, 2014 (or any successor Law, rule or regulation) and (ii) complete such registration prior to the Closing; and

(f) agrees further that, upon request of Parent, such Investor 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.

ARTICLE IV
Representations and Warranties of Parent

Section 4.1 Parent represents and warrants to each Investor that as of the date hereof and as of the Closing:

(a) Parent is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has all requisite corporate or

similar 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 and the execution, delivery and performance of this Agreement by Parent and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and no other corporate actions or proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Investors, this Agreement constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by the Enforceability Exceptions.

(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 Entity is necessary on the part of Parent for the execution, delivery and performance of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of Parent, (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 pursuant to, any Contract to which Parent is a party or by which Parent or any of its property or asset is bound or affected, or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent or any of its properties or assets.

(c) At and immediately after the Closing, the authorized share capital of Parent shall consist of 100,000,000 Parent Shares (comprised of 50,000,000 Parent Ordinary Shares and 50,000,000 Parent Preferred Shares), of which a number of Parent Shares as set forth in Schedule A and Schedule B shall be issued and outstanding (collectively, the "**Issued Shares**"). The Issued Shares, together with the Parent Shares to be issued to the Sponsors and certain members of management or their respective Affiliates at the Closing pursuant to the Interim Investors Agreement and the Equity Commitment Letters, shall be all of the Parent Shares outstanding at and immediately after the Closing.

(d) At the Closing, the Parent 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 claims, liens and encumbrances, other than restrictions arising under applicable securities Laws.

ARTICLE V
Termination

Section 5.1 This Agreement, and the obligations of the Investors hereunder, shall terminate and be of no further force or effect immediately upon the earlier to occur of (a) the Closing, and (b) the date of termination of the Merger Agreement in accordance with its

terms; 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 Closing contemplated by Article II has already taken place, then Parent shall promptly take all such actions as are necessary to restore each Investor to the position it was in with respect to ownership of the Rollover Shares prior to the Closing.

ARTICLE VI
Miscellaneous

Section 6.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, or on the next business day if transmitted by international overnight courier, in each case to the respective parties at the address set forth on the signature pages hereto under each party's name (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.1).

Section 6.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

Section 6.3 Entire Agreement. This Agreement, the Interim Investors Agreement, the Merger Agreement, and the agreements contemplated thereby, 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 of the parties hereto acknowledge and agree that the other parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for any actual or threatened breach of this Agreement. Accordingly, each party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement.

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 Investors and Parent, or in the case of a waiver, by the party against whom the waiver is to be effective; provided that none of this Section 6.5 and the provisions with respect to which the Company is expressly made a third party beneficiary shall be amended or waived without the Company's prior written consent.

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

Section 6.7 Dispute Resolution.

(a) (b) Subject to the exception for jurisdiction of the courts of the Cayman Islands in Section 6.6, any Legal Proceedings 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 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 rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the laws of the State of New York.

Section 6.8 Third Party Beneficiaries. 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, provided that, (i) subject to Sections 6.6 and 6.7 hereof, the Company is an intended third party beneficiary with respect to the provisions set forth under Article I and this Article VI, and shall be entitled to an injunction or an Order of specific performance (or any other non-monetary equitable remedy) to cause the Investors to comply with their obligations under such provisions, and (ii) to the extent the Company has obtained an Order of specific performance pursuant to, and subject to the conditions in, Section 10.11 of the Merger Agreement, and subject further to Sections 6.6 and 6.7 hereof, the Company is hereby made a third party beneficiary of the rights granted to Parent hereby (other than by Article I and Article VI) and shall be entitled to an injunction or an Order of specific performance (or any other non-monetary equitable remedy) to cause the Investors to comply with their obligations under Article II hereof.

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 and, in the case of each Investor, his, her or its estate, heirs, beneficiaries, personal representatives and executors.

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 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; provided, however, that if any of the Investors fails for any reason to execute, or perform its obligations under, this Agreement, this Agreement shall remain effective as to all parties executing this Agreement.

[Signature Pages to follow]

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

PARENT

CHINA E-DRAGON HOLDINGS LIMITED

By: /s/ Lin Haifeng
Name: Lin Haifeng
Title: Director

Notice details:

Address: the offices of Walkers Corporate Limited,
Cayman Corporate Centre, 27 Hospital Road,
George Town, Grand Cayman KY 1-9008, Cayman Islands
Attention:
Facsimile:

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address: 1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Steven J. Williams
Facsimile: +1 (212) 757-3990

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

INVESTORS

TCH SAPPHIRE LIMITED

By: /s/ Ma Huateng
Name: Ma Huateng
Title: Director

Notice details:

Address: c/o Tencent Holdings Limited
Level 29, Three Pacific Place,
No. 1 Queen's Road East,
Wanchai, Hong Kong
Attention: Compliance and Transactions Department
Email: legalnotice@tencent.com

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

Tencent Holdings Limited
Address: Tencent Building, Keji Zhongyi Avenue
Hi-tech Park, Nanshan District,
Shenzhen 518057, PRC
Attention: Mergers and Acquisitions Department
Email: PD_Support@tencent.com

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address: 1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Steven J. Williams
Facsimile: +1 (212) 757-3990
Email: swilliams@paulweiss.com

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

C-TRAVEL INTERNATIONAL LIMITED

By: /s/ Liang Jianzhang
Name: Liang Jianzhang
Title: Director

Notice details:

Address: 99 Fu Quan Road, Shanghai 200335
People's Republic of China
Attention: Chief Financial Officer
Facsimile: + 86 21 5251 0000

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

Skadden, Arps, Slate, Meagher & Flom
Address: 42/F Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attention: Z. Julie Gao, Esq./Haiping Li, Esq.
Facsimile: + 852 3740 4727
Email: Julie.Gao@skadden.com/
Haiping.Li@skadden.com

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

OCEAN IMAGINATION L.P.
A Cayman Islands exempted limited partnership

By: Ocean Voyage L.P.
its General Partner
By: Fortune Smart Holdings Limited
its General Partner

By: /s/ Nanyan Zheng
Name: Nanyan Zheng
Title: Director

Notice details:

Address: Room A609, Bund Office Building, No. 868 Longhua East Road, Huangpu District
Shanghai P.R.C.
Attention: Nanyan Zheng
Facsimile:

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

Fenwick & West LLP
Address: Unit 908, Kerry Parkside Office, No. 1155 Fang Dian Road, Pudong New Area, Shanghai, P.R.C.
Attention: Karen Yan
Facsimile: + 86 (21) 8017 1299
Email: karen.yan@fenwick.com

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

LUXURIANT HOLDINGS LIMITED

By: /s/ Wang Li Qun
Name: Wang Li Qun
Title: Director

Notice details:

Address: Stone Capital, NO.4 Lane 163, South Maoming Rd, Shanghai
Attention: Jimmy Wang
Telephone: 86-21-60758990-103
Facsimile: 86-21-60758997

SCHEDULE A
Rollover Shares

Investor	Owned Shares	Rollover Shares	Parent Shares
TCH Sapphire Limited	6,031,500 Ordinary Shares 5,038,500 High-Vote Ordinary Shares	6,031,500 Ordinary Shares 5,038,500 High-Vote Ordinary Shares	6,031,500 Parent Ordinary Shares 5,038,500 Parent Preferred Shares
C-Travel International Limited	12,192,608 Ordinary Shares 16,634,711 High-Vote Ordinary Shares	12,192,608 Ordinary Shares 16,634,711 High-Vote Ordinary Shares	12,192,608 Parent Ordinary Shares 16,634,711 Parent Preferred Shares
Ocean Imagination L.P.	6,185,649 Ordinary Shares 10,213,708 High-Vote Ordinary Shares	6,185,649 Ordinary Shares 10,213,708 High-Vote Ordinary Shares	6,185,649 Parent Ordinary Shares 10,213,708 Parent Preferred Shares
Luxuriant Holdings Limited	1,030,942 Ordinary Shares 1,702,285 High-Vote Ordinary Shares	1,030,942 Ordinary Shares 1,702,285 High-Vote Ordinary Shares	1,030,942 Parent Ordinary Shares 1,702,285 Parent Preferred Shares

SCHEDULE B
Subscription

Investor	Subscription Amount		Parent Shares
TCH Sapphire Limited	US$	80,000,000	8,908,791 Parent Preferred Shares
C-Travel International Limited	US$	0	0 Parent Shares
Ocean Imagination L.P.	US$	27,184,889	3,027,306 Parent Preferred Shares
Luxuriant Holdings Limited	US$	0	0 Parent Shares

Exhibit H

EXECUTION VERSION

INTERIM INVESTORS AGREEMENT

This **INTERIM INVESTORS AGREEMENT** (the "Agreement") is made as of February 4, 2016, by and among TCH Sapphire Limited, a British Virgin Islands company ("TCH"), C-Travel International Limited, a Cayman Islands company ("C-Travel"), Seagull Limited, a British Virgin Islands company ("Seagull"), Ocean Imagination L.P., an exempted limited partnership registered under the laws of the Cayman Islands ("Ocean" and together with TCH, C-Travel and Seagull, the "Principal Investors"), Luxuriant Holdings Limited, a Cayman Islands company ("Luxuriant"), and Oasis Limited, a British Virgin Islands company and Zhou Rong (周荣) (collectively, "Management," and together with the Principal Investors and Luxuriant, the "Investors"), China E-dragon Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Parent") and China E-dragon Mergersub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and wholly-owned subsidiary of Parent ("Merger Sub"). Capitalized terms used herein but not defined shall have the meanings given to them in the Merger Agreement (as defined below).

RECITALS

WHEREAS, on the date hereof, eLong, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), Parent and Merger Sub, executed an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which Merger Sub will be merged with and into the Company (the "Merger") with the Company surviving the Merger and becoming a wholly-owned subsidiary of Parent;

WHEREAS, on the date hereof, each of Jiang Hao (as the sole shareholder of Oasis Limited), TCH, Seagull, Ocean and Zhou Rong or their respective Affiliates executed a letter agreement in favor of Parent (each, an "Equity Commitment Letter" and collectively, the "Equity Commitment Letters"), pursuant to which each such Investor or their respective Affiliates agreed, subject to the terms and conditions set forth therein, to make an equity investment, in the form of cash (each, an "Equity Commitment," and collectively, the "Equity Commitments"), in Parent immediately prior to the Closing in connection with the Merger;

WHEREAS, on the date hereof, each of the Rollover Shareholders executed a support agreement in favor of Parent (the "Support Agreement"), pursuant to which, each of the Investors, as applicable, agreed to, subject to the terms and conditions set forth therein and among other obligations, (a) the cancellation of the Shares (including Shares represented by ADSs) held by such Investor as set forth in the Support Agreement for no consideration, (b) subscribe for newly issued equity securities of Parent (the "Parent Shares") immediately prior to the Closing in the amounts set forth in the Support Agreement and (c) vote in favor of the Merger; and

WHEREAS, on the date hereof, each of the TCH, C-Travel and Ocean or their respective Affiliates (the "LG Investors") executed a limited guarantee in favor of the Company (each, a "Limited Guarantee" and collectively, the "Limited Guarantees"), pursuant to which each such Investor or their respective Affiliates agreed, subject to the terms and conditions set

forth therein, to guarantee certain payment obligations of Parent or Merger Sub arising under the Merger Agreement (collectively, the "Guaranteed Obligations");

WHEREAS, the Investors, Parent and Merger Sub wish to agree to certain terms and conditions that will govern the actions of Parent and Merger Sub and the relationship among the Investors with respect to the Merger Agreement, the Equity Commitment Letters, the Support Agreement and the Limited Guarantees, and the transactions contemplated by each.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto hereby agree as follows:

AGREEMENT

1. AGREEMENTS AMONG THE INVESTORS.

Section 1.1 Actions Under the Merger Agreement. The Principal Investors may cause Parent to take any action or refrain from taking any action in order for Parent to comply with its obligations, satisfy its closing conditions or exercise its rights under the Merger Agreement, including, without limitation, determining that the conditions to closing specified in Sections 8.1, 8.2 and 8.3 of the Merger Agreement (the "Closing Conditions") have been satisfied, waiving compliance with any agreement or condition in the Merger Agreement, including any Closing Condition, amending or modifying the Merger Agreement and determining to close the Merger; provided, however, that the Principal Investors may not cause Parent to amend the Merger Agreement in a way that by its terms has an impact, economic or otherwise, on any Investor that is different from the impact, economic or otherwise, on the other Investors in a manner that is materially adverse to such Investor without such Investor's written consent. Parent shall not, and the Investors shall not permit Parent or Merger Sub to, determine that the Closing Conditions have been satisfied, waive any Closing Condition, amend or modify the Merger Agreement or determine to close the Merger unless such action has been approved in advance in writing by the Principal Investors. Parent agrees not to take any action with respect to the Merger Agreement, including granting or withholding of waivers or entering into amendments, unless such actions are in accordance with this Agreement.

Section 1.2 Equity Financing.

1.2.1 Parent shall, at the direction of the Principal Investors, enforce the provisions of the Equity Commitment Letters in accordance with the terms of the Merger Agreement and the Equity Commitment Letters. Each Investor shall be entitled to receive for its equity contribution and/or cash subscription the applicable Parent Shares with respect to such Investor on Exhibit A hereto, and having the terms set forth herein. Each Investor shall comply with its obligation under its applicable Equity Commitment Letter; provided, that no Investor shall have an independent right to enforce an Equity Commitment Letter, other than as provided in the immediately preceding sentence. Notwithstanding anything in any Equity Commitment Letter to the contrary, prior to the Effective Time, none of the Investors shall be entitled to assign, sell-down or syndicate any part of its Equity Commitment to any third party without the prior consent of the Principal Investors which prior consent shall not relieve the Investor of any of its obligations or rights under Section 12 of the applicable Equity Commitment Letter. For the

avoidance of doubt, subject to Section 12 of the applicable Equity Commitment Letter, each Principal Investor may assign, sell-down or syndicate all or any part of its Equity Commitment to any of its Affiliates or limited partners of it or its Affiliates.

1.2.2 If the Principal Investors determine that the aggregate equity investment to be made in Parent by all of the Investors in connection with the Closing under the Merger Agreement is less than the aggregate commitments of all Investors under the Equity Commitment Letters, then the amount that each Investor invests in Parent will be proportionately reduced pro rata according to the Investors' respective commitments under their respective Equity Commitment Letters. If the Principal Investors determine that the aggregate equity investment to be made in Parent by all of the Investors in connection with the Closing under the Merger Agreement is greater than the aggregate commitments of all Investors under the Equity Commitment Letters, then the amount of such excess shall first be offered to all Investors (other than any Non-Consenting Investor or Failing Investor) in proportion to their respective commitments under their Equity Commitment Letters and, if less than all of such excess is accepted by the Investors, then the Principal Investors may offer the remaining portion of such excess to any of the Investors, or to any new investor, and in such amounts, as may be determined by the Principal Investors. Any additional commitment accepted by an Investors pursuant to this Section 1.2.2 shall be made on the same terms and conditions as such Investor's existing investment (provided, that to the extent an Investor is satisfying its commitment by the contribution of Rollover Shares, and such Investor does not have sufficient Shares available to satisfy such addition commitment, such Investor may elect to satisfy such additional commitment with a cash contribution).

Section 1.3 Support Agreement. Parent shall, at the direction of the Principal Investors, enforce the provisions of the Support Agreement in accordance with the terms of the Merger Agreement and the Support Agreement. Each Investor shall comply with its obligations under the Support Agreement; provided, that no Investor shall have an independent right to enforce the Support Agreement, other than as provided in the immediately preceding sentence.

Section 1.4 Limited Guarantees. The Investors shall cooperate in defending any claim that the LG Investors are or any of them is liable to make payments under the Limited Guarantees. Each LG Investor agrees to contribute to the amount paid or payable by other Investors in respect of the Limited Guarantees (other than any such payment made by an Investor solely arising from such LG Investor's breach of its obligations under such LG Investor's Limited Guarantee, which amounts shall not be subject to this Section 1.4) so that each LG Investor will have paid an amount equal to the product of the aggregate amount paid under all of the Limited Guarantees multiplied by a fraction of which the numerator is such LG Investor's Cap (as defined in such Investor's Limited Guarantee) and the denominator is the sum of all LG Investors' Caps (such fraction, expressed as a percentage, such LG Investor's "LG Percentage").

Section 1.5 Shareholders Agreement; Appointment of Directors. Each Investor agrees to negotiate in good faith with the other Investors with respect to, and enter into concurrently with the Effective Time, a Shareholders Agreement or other definitive agreements containing, customary terms including the terms set forth on Exhibit B hereto. Parent and each Investor hereby agree to take (or cause to be taken) all actions, if any, required to be taken by

each, such that the board of directors of Parent has the composition contemplated by Exhibit B hereto immediately prior to the Effective Time. In the event that the Investors are unable to agree on the terms of the Shareholders Agreement, the terms set forth on Exhibit B hereto shall govern with respect to the matters set forth therein until such time as the Investors enter into a Shareholders Agreement.

Section 1.6 Consummation of the Transaction. In the event that the Closing Conditions are satisfied or validly waived (subject to the requirements in Section 1.1) and the Principal Investors determine to close the Merger, the Principal Investors who are not Failing Investors (as defined below) acting unanimously may terminate the participation in the transaction of any Investor that does not fund its Commitment (as defined below) or that asserts in writing its unwillingness to fund its Commitment (a "Failing Investor"); provided, that such termination shall not affect the rights of the Closing Investors (as defined below) against such Failing Investor with respect to such failure to fund, which rights shall be provided in Sections 2.4 and 2.5 hereof. In the event the Principal Investors who are not Failing Investors, acting unanimously, terminate a Failing Investor's participation in the transaction, the amount of such Failing Investor's Equity Commitment (if any) and/or the value of its or his Shares to be cancelled for no consideration under the Support Agreement (if any) (calculated as the product of the number of such Shares and the Per Share Merger Consideration) (such value, the "Rollover Commitment," and together with any Equity Commitment, the "Commitment") shall first be offered to the Investors (other than any Failing Investor) in proportion of their respective Commitments to the aggregate Commitments of the Investors (other than any Failing Investor) at the time of such termination, and if none or not all of a Failing Investor's Commitment is accepted by the Investors (other than any Failing Investor) in such proportion, then the Principal Investors who are not Failing Investors acting unanimously may offer such Failing Investor's Commitment, or portion thereof, to the other Investors or to one or more new investors approved by the Principal Investors. Each Investor agrees that in the event the consent or direction of the Principal Investors is required hereunder, if a Principal Investor is also a Failing Investor then such Failing Investor shall be deemed not to be a Principal Investor for the purposes of such consent or direction.

Section 1.7 Non-Consenting Investors. Notwithstanding anything to the contrary in this Agreement, Parent shall not, and the Principal Investors shall not permit Parent to, (a) modify or amend the Merger Agreement so as to increase or modify in a manner materially adverse to Parent or the Investors the form or amount of the Merger Consideration (including by waiver of a material breach of the Company's representation and warranty regarding its capitalization) or increase in any way the obligations under the Equity Commitment Letters, (b) modify or waive, in a manner materially adverse to Parent or the Investors, any provisions relating to the Parent Termination Fee or the aggregate cap on monetary damages available to the Company, or (c) materially modify the structure of the transaction contemplated by the Merger Agreement, in each case, without the consent of each Investor; provided, however, that in the event that the Principal Investors are willing to agree to, proceed with, or take any action or enter into any agreement (or, in each such case, to permit Parent to do so) with respect to the matters described in clauses (a) through (c) above and any one Investor declines to agree to, proceed with, or take any action with respect to such matter (a "Non-Consenting Investor"), the Principal Investors may nevertheless proceed with such matter by first terminating such Non-Consenting Investor's participation in the transaction, and in such event such Non-Consenting

Investor shall have no liability hereunder (except as specifically provided in Sections 1.9 and 1.11.2 hereof) or, if applicable, under its Equity Commitment Letter, its Limited Guarantee or the Support Agreement; and provided, further, that such Non-Consenting Investor shall have received a full and unconditional release of its or his obligations under this Agreement (subject to the applicable provisions of Sections 1.9 and 1.11.2 hereof and except with respect to breaches of this Agreement by such Non-Consenting Investor occurring prior to the date of such release), and, if applicable, under its Equity Commitment Letter, its Limited Guarantee and/or the Support Agreement from Parent, the Company, and each other Investor, or a mutually satisfactory indemnity with respect to such Non-Consenting Investor's liabilities under this Agreement, and, if applicable, its Equity Commitment Letter, its Limited Guarantee and/or the Support Agreement. In the event the Principal Investors terminate a Non-Consenting Investor's participation in the transaction, the amount of such Non-Consenting Investor's Commitment shall first be offered to the Investors (other than any Non-Consenting Investor or Failing Investor) in proportion of their respective Commitments to the aggregate Commitments of the Investors (other than any Non-Consenting Investor or Failing Investor) at the time of such termination, and if none or not all of such Non-Consenting Investor's Commitment is accepted by the Investors (other than any Non-Consenting Investor or Failing Investor) in such proportion, then the Principal Investors may offer such Non-Consenting Investor's Commitment, or portion thereof, to the other Investors or to one or more new investors approved by the Requisite Investors.

Section 1.8 Company Termination Fee. Any Company Termination Fee paid by the Company or any of its affiliates pursuant to the Merger Agreement or otherwise, after making adequate provisions for the payment or reimbursement of Consortium Transaction Expenses pursuant to Section 1.9 hereof shall be promptly paid by Parent or Merger Sub to the LG Investors (other than any LG Investor that is a (a) Non-Consenting Investor whose participation in the transaction has been terminated pursuant to Section 1.7 hereof or (b) a Failing Investor (as defined below) at the time of termination of the Merger Agreement) or their designees in proportion of their respective LG Percentages, determined excluding the Cap of each Non-Consenting Investor and Failing Investor.

Section 1.9 Expense Sharing.

1.9.1 Upon consummation of the Merger, 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, all of their out-of-pocket costs and expenses incurred in connection with the Merger ("Consortium Transaction Expenses"), including the reasonable fees, expenses and disbursements of advisors or consultants retained by the Investors in connection with the Merger.

1.9.2 Notwithstanding anything in the Consortium Agreement to the contrary, if the Merger Agreement is terminated prior to the Closing (and Section 1.9.3 below does not apply), the LG Investors agree to share the Consortium Transaction Expenses incurred in connection with the Merger in proportion of their respective LG Percentages.

1.9.3 If the failure of the Merger to be consummated prior to termination of the Merger Agreement, results primarily from the unilateral breach of this Agreement by one or more Investors, then the breaching Investor or Investors shall be responsible to pay the full

amount of the Consortium Transaction Expenses and reimburse any non-breaching Investor for all of its out-of-pocket costs and expenses incurred in connection with the Merger, including the reasonable fees, expenses and disbursements of advisors or investors retained by the Investors, without prejudice to any claims, rights and remedies otherwise available to such non-breaching Investor.

1.9.4 In the event of a termination of the Merger Agreement in which a Company Termination Fee is paid to Parent, Parent shall first pay all Consortium Transaction Expenses from the Company Termination Fee and distribute any remaining amount to the LG Investors in accordance with Section 1.8 hereof.

1.9.5 The obligations under this Section 1.9 shall exist whether or not the Merger is consummated, and shall survive the termination of the other terms of this Agreement.

Section 1.10 Notice of Closing; Notices. Parent will use its commercially reasonable efforts to provide each Investor with at least five (5) days prior notice of the Closing Date under the Merger Agreement; provided that the failure to provide such notice will not relieve an Investor of its obligations under this Agreement. Any notices received by Parent pursuant to Section 10.4 of the Merger Agreement shall be promptly provided to each Investor at the address set forth in such Investor's Equity Commitment Letter or the Support Agreement.

Section 1.11 Representations and Warranties; Covenant.

1.11.1 Each Investor hereby represents, warrants and covenants to the other Investors that none of the information supplied in writing by such Investor specifically for inclusion or incorporation by reference in the Proxy Statement or Schedule 13E-3 will cause a breach of the representations and warranties of Parent or Merger Sub set forth in the Merger Agreement. Each Investor hereby represents, warrants and covenants to the other Investors that it has not entered into any agreement, arrangement or understanding with any other Investor, any other potential investor, group of investors, or the Company with respect to the subject matter of this Agreement and the Merger Agreement, other than the agreements expressly contemplated by this Agreement (including exhibits) and the Merger Agreement.

1.11.2 Until this Agreement is terminated pursuant to Section 2.1, no Investor shall enter into any agreement, arrangement or understanding with any other potential investor or acquirer, group of investors or acquirors, or the Company or any of its representatives with respect to the subject matter of this Agreement and the Merger Agreement or any other similar transaction involving the Company without the prior approval of the Principal Investors; provided, that this Section 1.11.2 shall continue to apply to an Investor (a) that is a Failing Investor for a period of one year following such Investor becoming a Failing Investor or (b) that is released from this Agreement pursuant to Section 1.7 until the earlier of the Effective Time and termination of the Merger Agreement pursuant to Article IX thereof.

1.11.3 Each of Parent and Merger Sub hereby represents, warrants and covenants to each of the Investors that it has not entered, and prior to the Closing will not enter, into any agreement or arrangement of any kind with any Person that grants a Person: (a) the right

to purchase a different class of security than that being purchased by the Investors in accordance with the terms of the Equity Commitment Letters and the Support Agreement, (b) the right to purchase the same class of security as that being purchased by the Investors in accordance with the Equity Commitment Letters and the Support Agreement, but at a lower price than pursuant thereto, or (c) any other right not provided for herein, except, in all cases, agreements or arrangements entered into by Parent or Merger Sub with the consent of the Principal Investors.

Section 1.12 PR Coordination. Subject to Section 7.3 of the Merger Agreement as it relates to Parent and Merger Sub, no announcements regarding the subject matter of this Agreement shall be issued by any Investor without the prior written consent of the Principal Investors, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after (a) the form and terms of such disclosure have been provided to the Principal Investors for its review and comment, and (b) notice has been provided to the Principal Investors and the Principal Investors have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.

Section 1.13 Parent Short Term Loan. If one or more Principal Investors determine that it is necessary to enter into a short term loan with Parent for the advancement of funds to facilitate Closing then, notwithstanding anything to the contrary contained herein or in any documents or agreements contemplated hereby, such Principal Investor(s) shall have the ability to enter into such short term loan arrangement with Parent pursuant to which one or more of the Principal Investors shall agree to advance the necessary funds to Parent prior to Closing in order to enable Parent to satisfy all funding requirements at Closing and Parent shall, promptly following the Closing, cause the Company to repay such funds to the applicable Principal Investors.

2. MISCELLANEOUS.

Section 2.1 Effectiveness. This Agreement shall become effective on the date hereof and shall terminate (except with respect to Sections 1.6, 1.8, 1.9, 1.10, 1.11, 1.12 and 2) upon the earlier of the Effective Time and the termination of the Merger Agreement pursuant to Article IX thereof; provided, that any liability for failure to comply with the terms of this Agreement shall survive such termination.

Section 2.2 Amendment. This Agreement may be amended or modified and the provisions hereof may be waived, only by an agreement in writing signed by the Principal Investors; provided that (a) no provision of this Agreement (excluding exhibits) may be amended in a manner that by its terms disproportionately adversely affects an Investor without such Investor's consent, and (b) no provision in this Agreement that requires the consent of each Investor may be amended without a writing signed by all of the Investors.

Section 2.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. 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 an acceptable manner.

Section 2.4 Remedies. The parties hereto agree that, except as provided herein, this Agreement will be enforceable by all available remedies at law or in equity (including, without limitation, specific performance), provided that the Agreement may only be enforced against an Investor by Parent or Merger Sub, acting at the direction of the Principal Investors. In the event that Parent determines to enforce the provisions of the Equity Commitment Letters or the Support Agreement, in each case, in accordance with this Agreement, and the Principal Investors are prepared to (a) cause Parent and Merger Sub to consummate the Merger in accordance with this Agreement, (b) fulfill their obligations under the Support Agreement and (c) fund their Commitments immediately prior to the Closing, as evidenced in writing to the other Investors (the Investors who are so prepared, the "Closing Investors"), but one or more Investors fails to fund its Commitment or provides written notice that it will not fund its Commitment, or fails to fulfill its or his obligations under the Support Agreement or provides written notice that it or he will not fulfill its or his obligations under the Support Agreement, as applicable, the parties hereto agree that the Closing Investors shall be entitled, in their discretion, to either (i) specific performance of the terms of this Agreement and the Equity Commitment Letters or the Support Agreement, as applicable, together with any costs of enforcement incurred by the Closing Investors in seeking to enforce such remedy or (ii) payment by the Failing Investors in an amount equal to the aggregate out-of-pocket damages incurred by such Closing Investors. If Parent, acting at the direction of the Principal Investors (who are not Failing Investor), determines to enforce the remedy described in the preceding sentence against any Failing Investor, it must do so against all Failing Investors. If there are multiple Failing Investors, each Failing Investor's portion of the total obligations hereunder shall be the amount equal to the product of (A) the amounts due from all Failing Investors hereunder (including the value of any Rollover Commitment) multiplied by (B) a fraction of which the numerator is such Failing Investor's Commitment, as applicable, and the denominator is the sum of all Failing Investors' Commitments.

Section 2.5 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Investors may be partnerships or limited liability companies, Parent, Merger Sub and each Investor covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, shareholder, general or limited partner or member or manager of any Investor or of any partner, member, manager or affiliate thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, shareholder, general or limited partner or member or manager of any Investor or of any partner, member, manager or affiliate thereof, as such, for any obligation of any Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 2.6 Governing Law; Jurisdiction.

2.6.1 This Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflicts of Law principles thereof that would subject such matter to the Laws of another jurisdiction.

2.6.2 Any Legal Proceedings 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 2.6 (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties hereto irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

2.6.3 Notwithstanding the foregoing, the parties hereto hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 2.6, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the laws of the State of New York.

2.6.4 Each of the parties hereto irrevocably consents to service of process in the manner provided for notices in Section 10.4 of the Merger Agreement and in the case of each Investor at the address set forth in such Investor's Equity Commitment Letter or the Support Agreement. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 2.7 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE MERGER AND OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO

THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.7.

Section 2.8 Exercise of Rights and Remedies.

2.8.1 Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party hereto 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 hereto of any one remedy will not preclude the exercise of any other remedy.

2.8.2 The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Except as set forth in this Section 2.8, including the limitations set forth in Section 2.8.3, it is agreed that prior to any termination of this Agreement, the non-breaching parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by any other party and to specifically enforce the terms and provisions of this Agreement.

2.8.3 The parties' hereto right of specific enforcement is an integral part of the transactions contemplated hereby and each party hereby waives any objections to the grant of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other party hereto (including any objection on the basis that there is an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity), and each party hereto shall be entitled to an injunction or injunctions and to specifically enforce the terms and provisions of this Agreement to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement all in accordance with the terms of this Section 2.8. In the event any party hereto seeks an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, such party shall not be required to provide any bond or other security in connection with such order or injunction all in accordance with the terms of this Section 2.8.

Section 2.9 Other Agreements. This Agreement and the 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 other agreements as are referenced herein which shall continue in full force and effect in accordance with their terms. In the event of any conflict between the provisions of this Agreement and the provisions of such other agreements as are referenced herein, the provisions of this Agreement shall prevail.

Section 2.10 Assignment. This Agreement may not be assigned by any party or by operation of law or otherwise without the prior written consent of each of the other parties, except that the Agreement may be assigned to an Affiliate of a party hereto; provided that the party making such assignment shall not be released from its obligations hereunder. Any attempted assignment in violation of this Section 2.10 shall be void.

Section 2.11 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

[Signature pages follow]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

TCH SAPPHIRE LIMITED

By: /s/ Ma Huateng
Name: Ma Huateng
Title: Director

[Signature Page to Interim Investors Agreement]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

C-TRAVEL INTERNATIONAL LIMITED

By: /s/ Liang Jianzhang
Name: Liang Jianzhang
Title: Director

[Signature Page to Interim Investors Agreement]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

SEAGULL LIMITED

By: /s/ Sun Jie
Name: Sun Jie
Title: Director

[Signature Page to Interim Investors Agreement]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

OCEAN IMAGINATION L.P.
a Cayman Islands exempted limited partnership
By: Ocean Voyage L.P., its General Partner
By: Fortune Smart Holdings Limited, its General Partner

By: /s/ Nanyan Zheng
Name: Nanyan Zheng
Title: Director

[Signature Page to Interim Investors Agreement]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

LUXURIANT HOLDINGS LIMITED

By: /s/ Wang Li Qun
Name: Wang Li Qun
Title: Director

[Signature Page to Interim Investors Agreement]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

OASIS LIMITED

By: /s/ Jiang Hao
Name: Jiang Hao

ZHOU RONG (周荣)

By: /s/ Zhou Rong

[Signature Page to Interim Investors Agreement]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

CHINA E-DRAGON HOLDINGS LIMITED

By: /s/ Lin Haifeng
Name: Lin Haifeng
Title: Director

[Signature Page to Interim Investors Agreement]

In witness whereof, each of the undersigned has duly executed this Agreement as of the date first written above.

CHINA E-DRAGON MERGERSUB LIMITED

By: /s/ Lin Haifeng
Name: Lin Haifeng
Title: Director

[Signature Page to Interim Investors Agreement]

Exhibit A

PARENT SHARES

Investor	Rollover Company Shares	Cash Subscription	Parent Shares
TCH Sapphire Limited	6,031,500 Ordinary Shares 5,038,500 High-Vote Ordinary Shares	US$ 80,000,000	6,031,500 Ordinary Shares 5,038,500 Preferred Shares 8,908,791 Preferred Shares
C-Travel International Limited	12,192,608 Ordinary Shares 16,634,711 High-Vote Ordinary Shares		12,192,608 Ordinary Shares 16,634,711 Preferred Shares
Ocean Imagination L.P.	6,185,649 Ordinary Shares 10,213,708 High-Vote Ordinary Shares	US$ 27,184,889	6,185,649 Ordinary Shares 10,213,708 Preferred Shares 3,027,306 Preferred Shares
Luxuriant Holdings Limited	1,030,942 Ordinary Shares 1,702,285 High-Vote Ordinary Shares		1,030,942 Ordinary Shares 1,702,285 Preferred Shares
Seagull Limited	0	US$ 35,000,000	3,897,596 Preferred Shares
Oasis Limited	0	US$ 5,000,000	555,556 Ordinary Shares
Zhou Rong (周荣)	0	US$ 500,000	55,555 Ordinary Shares

Exhibit B

SHAREHOLDERS AGREEMENT TERM SHEET

[*Under Separate Cover*]

Exhibit I

EXECUTION VERSION

LIMITED GUARANTEE

This Limited Guarantee (this "Limited Guarantee"), dated as of February 4, 2016, is made by C-Travel International Limited (the "Guarantor"), a company incorporated under the laws of the Cayman Islands, in favor of eLong, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Guaranteed Party"). Each capitalized term used and not defined herein shall have the meaning ascribed to it in the Merger Agreement (as defined below), except as otherwise provided herein.

1. Limited Guarantee. To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement") among China E-dragon Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Parent"), China E-dragon Mergersub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party, pursuant to which Merger Sub will merge with and into the Guaranteed Party (the "Merger"), the Guarantor, intending to be legally bound, hereby absolutely, irrevocably and unconditionally guarantees to the Guaranteed Party, subject to the terms and conditions hereof, but only up to the Maximum Amount (as defined below), 45.6522% of Parent's obligation (a) to pay the Guaranteed Party the Parent Termination Fee if and as required pursuant to Section 9.2(b)(iii) of the Merger Agreement and (b) to pay any amounts pursuant to Section 9.2(d) of the Merger Agreement (collectively, the "Guaranteed Obligations"); provided that the maximum aggregate liability of the Guarantor hereunder shall not exceed $9,769,565.22 (the "Maximum Amount"), and the Guaranteed Party hereby agrees that (A) the Guarantor shall in no event be required to pay more than the Maximum Amount under or in respect of this Limited Guarantee and (B) the Guarantor shall not have any obligation or liability to any Person (including, without limitation, to the Guaranteed Party's equityholders, Affiliates and Subsidiaries) relating to, arising out of or in connection with this Limited Guarantee or the Merger Agreement other than as expressly set forth herein. This Limited Guarantee may be enforced for the payment of money only. All payments hereunder shall be made in United States dollars in immediately available funds. Concurrently with the delivery of this Limited Guarantee, the parties set forth on Schedule A (each an "Other Guarantor") are also entering into limited guaranties substantially identical to this Limited Guarantee (each, an "Other Guarantee") with the Guaranteed Party.

2. Nature Of Guarantee.

(a) This Limited Guarantee is an unconditional and continuing guarantee of payment, not of collection, and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Limited Guarantee, irrespective of whether any action is brought against Parent, Merger Sub or any other Person or whether Parent, Merger Sub or any other Person is joined in any such action or actions; provided that no recovery may be obtained against the Guarantor under this Limited Guarantee unless an action or actions have also been brought against all Other Guarantors under the Other Guarantees (except to the extent that the bringing of such action against any such Other Guarantor is prohibited or stayed by any applicable Law or Order). The Guaranteed Party shall not release any of the Other Guarantors from any obligations under such Other Guarantees or amend or waive any provision of such

Other Guarantees unless the Guaranteed Party offers to release the Guarantor under this Limited Guarantee in the same proportion or to amend or waive the provisions of this Limited Guarantee in the same manner. Notwithstanding anything to the contrary contained in this Limited Guarantee or any other document, the obligations of the Guarantor under this Limited Guarantee and of the Other Guarantors under the Other Guarantees dated as of the date hereof, shall be several and not joint.

(b) The liability of the Guarantor under this Limited Guarantee shall, to the fullest extent permitted under applicable Law, be absolute, irrevocable and unconditional, irrespective of:

(i) any release or discharge of any obligation of Parent or Merger Sub in connection with the Merger Agreement resulting from any change in the corporate existence, structure or ownership of Parent or Merger Sub, any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting Parent or Merger Sub, or any other Person now or hereafter interested in the transactions contemplated by the Merger Agreement, other than as and if required by Section 2(a), or any of their respective assets;

(ii) any amendment or modification of the Merger Agreement, or any change in the manner, place or terms of payment or performance of, any change or extension of the time of payment or performance of, or any renewal or alteration of any Guaranteed Obligation, any escrow arrangement or other security therefor, or any liability incurred directly or indirectly in respect thereof;

(iii) the existence of any claim, set-off or other right that the Guarantor may have at any time against Parent, Merger Sub or the Guaranteed Party, whether in connection with any Guaranteed Obligation or otherwise;

(iv) the failure of the Guaranteed Party to assert any claim or demand or enforce any right or remedy against Parent, Merger Sub or Guarantor or any other Person primarily or secondarily liable with respect to any Guaranteed Obligation, other than as and if required by Section 2(a) (including in the event any Person becomes subject to a bankruptcy, reorganization, insolvency, liquidation or similar proceeding);

(v) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Guaranteed Obligations;

(vi) any other act or omission that may in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a discharge of the Guarantor as a matter of law or equity (other than as a result of payment of the Guaranteed Obligations in accordance with their terms); or

(vii) the value, genuineness, validity, illegality or enforceability of the Merger Agreement, the Other Limited Guarantees, the equity commitment letter entered into between any Sponsor (as defined in the Merger Agreement) and the Guaranteed Party, dated as of the date hereof (collectively, the "Equity Commitment Letters"), or any other agreement or instrument referred to herein or therein;

other than in each case with respect to this Limited Guarantee, a breach by the Guaranteed Party of this Limited Guarantee, and, notwithstanding any other provision of this Limited Guarantee to the contrary, the Guarantor may assert, as a defense to, or release or discharge of, any payment or performance by the Guarantor under this Limited Guarantee, any claim, set-off, deduction, defense or release that Parent or Merger Sub could assert against the Company that would relieve Parent or Merger Sub of their applicable obligations under the Merger Agreement with respect to the Guaranteed Obligations.

(c) The Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Guaranteed Party upon this Limited Guarantee or acceptance of this Limited Guarantee. Without expanding the obligations of the Guarantor hereunder, the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guarantee, and all dealings between Parent and/or the Guarantor, on the one hand, and the Guaranteed Party, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guarantee. Except as provided in Section 2(a), when pursuing any of its rights and remedies hereunder against the Guarantor, the Guaranteed Party shall be under no obligation to pursue (or elect among) such rights and remedies it may have against Parent, Merger Sub, any Other Guarantor or any other Person for the Guaranteed Obligations or any right of offset with respect thereto, and any failure by the Guaranteed Party to pursue (or elect among) such other rights or remedies or to collect any payments from Parent or any such other Person or to realize upon or to exercise any such right of offset, and any release by the Guaranteed Party of Parent or any such other Person or any right of offset, shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of Law, of the Guaranteed Party, subject to the provisions of Section 2(a).

(d) To the fullest extent permitted by Law, the Guarantor irrevocably waives promptness, diligence, grace, acceptance hereof, presentment, demand, notice of non-performance, default, dishonor and protest and any other notice not provided for herein (except for notices to be provided to Parent and its counsel pursuant to the terms of the Merger Agreement).

(e) The Guaranteed Party shall not be obligated to file any claim relating to any Guaranteed Obligation in the event that Parent becomes subject to a bankruptcy, insolvency, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to the Guaranteed Party in respect of any Guaranteed Obligation is rescinded or must otherwise be returned to Parent, Merger Sub, the Guarantor, or any other Person for any reason whatsoever, the Guarantor shall remain liable hereunder in accordance with the terms hereof with respect to such Guaranteed Obligation as if such payment had not been made, so long as this Limited Guarantee has not terminated in accordance with its terms.

3. Sole Remedy; No Recourse. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges that no Person other than the Guarantor (and any permitted

assignees thereof) has any obligations hereunder and that, notwithstanding that the Guarantor may be a partnership, limited liability company or corporation the Guaranteed Party has no right of recovery under this Limited Guarantee or, except for the Retained Claims, in any document or instrument delivered in connection herewith, or for any claim based on, in respect of, or by reason of, such obligations or their creation, against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, advisors, representatives, members, managers, or general or limited partners of any of the Guarantor or any of the Guarantor's Affiliates, or any former, current or future equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate, agent, advisor, or representative of any of the foregoing (each a "Non-Recourse Party"), through Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Parent or Merger Sub against any Non-Recourse Party (including for any claim and action to compel Parent to enforce the Equity Commitment Letters), except against Seagull Limited solely with respect to its Equity Commitment Letter in accordance with the terms thereof, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise. The Guaranteed Party further covenants, agrees and acknowledges that the only rights of recovery and claims against the Guarantor or any Non-Recourse Party that the Guaranteed Party, any of its Affiliates, any of the direct or indirect shareholder of the Guaranteed Party or any of its Subsidiaries, or any of the Affiliates, equity holders, controlling persons, directors, officers, employees, members, managers, general or limited partners, representatives, advisors or agents of the foregoing (collectively, the "Guaranteed Party Group") has in respect of the Merger Agreement or the transactions contemplated thereby are its rights (including through exercise of third party beneficiary rights) to recover from, and assert claims against, (a) Parent and Merger Sub and their respective successors and assigns under and to the extent expressly provided in the Merger Agreement, (b) the Guarantor (but not any Non-Recourse Party) and its successors and assigns under and to the extent expressly provided in this Limited Guarantee and the Other Guarantors and their respective successors and assigns pursuant to the Other Guarantees, (c) (including through exercise of third party beneficiary rights) Sponsors under and to the extent provided in their respective Equity Commitment Letters, and (d) (including through exercise of third party beneficiary rights) the Rollover Shareholders and their respective successors and assigns under and to the extent expressly provided in the Support Agreement, in each case pursuant to and in accordance with the terms thereof (claims against (a), (b), (c) and (d) collectively, the "Retained Claims"). The Guaranteed Party acknowledges and agrees that Parent and Merger Sub have no assets other than certain contract rights and cash in a *de minimis* amount and that no additional funds are expected to be contributed to Parent or Merger Sub unless and until the Closing occurs. Nothing set forth in this Limited Guarantee shall confer or give or shall be construed to confer or give to any Person other than the Guaranteed Party (including any person acting in a Representative capacity) any rights or remedies against any Person including the Guarantor, except as expressly set forth herein. For the avoidance of doubt, none of the Guarantor, Parent, Merger Sub, the Other Guarantors or the Sponsors or their respective successors and assigns under the Merger Agreement, the Equity Commitment Letters, this Limited Guarantee or the Other Guarantees, or the Support Agreement shall be Non-Recourse Parties.

4. Subrogation. The Guarantor will not exercise against Parent or Merger Sub any rights of subrogation or contribution, whether arising by contract or operation of law (including,

without limitation, any such right arising under bankruptcy or insolvency Laws) or otherwise, by reason of any payment by it pursuant to the provisions of Section 1 hereof unless and until the Guaranteed Obligations have been paid in full.

5. Termination. This Limited Guarantee shall terminate (and the Guarantor shall have no further obligations hereunder) upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Guaranteed Obligations and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance of which Parent and/or Merger Sub would not be obligated to pay the Parent Termination Fee pursuant to Section 9.2(b)(iii) of the Merger Agreement. Notwithstanding the immediately preceding parenthetical, the obligations of the Guarantor hereunder shall expire automatically six months following the valid termination of the Merger Agreement in a manner giving rise to an obligation of Parent to pay the Parent Termination Fee (the "Fee Claim Period"), unless a claim for payment of the Guaranteed Obligations is made in accordance with this Limited Guarantee prior to the end of such Fee Claim Period. In the event that the Guaranteed Party or any of its controlled Affiliates or Subsidiaries expressly asserts in any litigation or other legal proceeding relating to this Limited Guarantee (i) that the provisions hereof (including, without limitation, Section 1 hereof limiting the Guarantor's aggregate liability to the Maximum Amount or Section 3 hereof relating to the sole and exclusive remedies of the Guaranteed Party and the Guaranteed Party Group against the Guarantor or any Non-Recourse Party) are illegal, invalid or unenforceable, in whole or in part, or (ii) any theory of liability against the Guarantor or any Non-Recourse Party other than any Retained Claim, then (x) the obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party and (z) neither the Guarantor nor any Non-Recourse Party shall have any liability to the Guaranteed Party or any of its equityholders, affiliates or subsidiaries with respect to this Limited Guarantee.

6. Continuing Guarantee. Unless terminated pursuant to the provisions of Section 5 hereof, this Limited Guarantee is a continuing one and shall remain in full force and effect until the indefeasible payment and satisfaction in full of the Guaranteed Obligations, shall be binding upon the Guarantor, its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Guaranteed Party and its successors, permitted transferees and permitted assigns; provided that notwithstanding anything to the contrary in this Limited Guarantee, the provisions of this Limited Guarantee that are for the benefit of any Non-Recourse Party (including the provisions of Sections 3, 5 and 16) shall indefinitely survive any termination of this Limited Guarantee for the benefit of the Guarantor and any such Non-Recourse Party. All obligations to which this Limited Guarantee applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

7. Entire Agreement. This Limited Guarantee, the Merger Agreement and the Support Agreement constitute the entire agreement with respect to the subject matter hereof, and supersede all other prior agreements and understandings, both written and oral, among Parent, Merger Sub and/or the Guarantor or any of their respective Affiliates, on the one hand, and the Guaranteed Party or any of its Affiliates, on the other hand.

8. Changes in Obligations; Certain Waivers. The Guarantor agrees that the Guaranteed Party may, in its sole discretion, at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of the Guaranteed Obligations, and may also make any agreement with Parent or Merger Sub for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of any agreement between the Guaranteed Party and Parent or Merger Sub, without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee.

9. Acknowledgement. The Guarantor acknowledges that it will receive substantial indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits. The Guarantor hereby covenants and agrees that it shall not institute, and shall cause its respective affiliates not to institute, any proceeding asserting that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms.

10. Representations and Warranties. The Guarantor hereby represents and warrants that:

(a) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is formed and has all requisite corporate or similar power and authority to execute, deliver and perform this Limited Guarantee;

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

(c) except as is not, individually or in the aggregate, reasonably likely to impair or delay the Guarantor's performance of its obligations in any material respect, all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Limited Guarantee;

(d) this Limited Guarantee has been duly and validly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to the Enforceability Exceptions; and

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

11. No Assignment. Neither the Guarantor nor the Guaranteed Party may assign or delegate its rights, interests or obligations hereunder to any other Person, in whole or in part,

(except by operation of Law) without the prior written consent of the Guaranteed Party (in the case of an assignment or delegation by the Guarantor) or the Guarantor (in the case of an assignment or delegation by the Guaranteed Party). Any attempted assignment in violation of this Section 11 shall be null and void.

12. Notices. All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in Section 10.4 of the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to the Guarantor:

Address:

c/o Ctrip.com International, Ltd.
Building 16, Sky SOHO
968 Jinzhong Road, Shanghai 200335
Tel: (+86) 21 3406 4880

Attention: Chief Financial Officer
Facsimile: +86 (21) 5251 4588 Ext. 12202
Email: xfwang@ctrip.com

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address: 1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Steven J. Williams
Facsimile: +1 (212) 757-3990
Email: swilliams@paulweiss.com

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

13. Governing Law; Dispute Resolution.

(a) This Limited Guarantee shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflict of Law principles thereof that would subject such matter to the Laws of another jurisdiction. Any disputes, actions and proceedings against any party or arising out of or in any way relating to this Limited Guarantee shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC (the "Rules") in force at the relevant time and as may be amended by this Section 13. 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 13, 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 Limited Guarantee 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 13(b) is only applicable to the seeking of interim injunctions and does not otherwise restrict the application of Section 13(a) in any way.

14. Counterparts. This Limited Guarantee shall not be effective until it has been executed and delivered by all parties hereto. This Limited Guarantee may be executed by facsimile or electronic transmission in pdf format, and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

15. Third-Party Beneficiaries. This Limited Guarantee shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Limited Guarantee is intended to, or shall, confer upon any other person any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Guaranteed Party to enforce, the obligations set forth herein; provided, that the Non-Recourse Parties and the members of the Guaranteed Party Group shall be third party beneficiaries of the provisions hereof that are expressly for their benefit.

16. Confidentiality. This Limited Guarantee shall be treated as confidential and is being provided to the Guaranteed Party solely in connection with the Merger. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document (except for the Merger Agreement and any agreement or documents contemplated therein), except with the written consent of the Guarantor; provided that the parties may disclose this Limited Guarantee to the extent required by Law, the applicable rules of any national securities exchange, in connection with any SEC filings relating to the Merger and in connection with any litigation relating to the Merger, the Merger Agreement or the Transactions as permitted by or provided in the Merger Agreement and the Guarantor may disclose it to any Non-Recourse Party that needs to know of the existence of this Limited Guarantee and is subject to the confidentiality obligations set forth herein.

17. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS LIMITED GUARANTEE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS LIMITED GUARANTEE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 17.

18. Miscellaneous.

(a) No amendment, supplementation, modification or waiver of this Limited Guarantee or any provision hereof shall be enforceable unless approved by the Guaranteed Party and the Guarantor in writing. The Guaranteed Party and its Affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guarantor or any Non-Recourse Party in connection with this Limited Guarantee except as expressly set forth herein by the Guarantor. The Guarantor and its affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guaranteed Party in connection with this Limited Guarantee except as expressly set forth herein by the Guaranteed Party.

(b) Any term or provision of this Limited Guarantee that is invalid or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective solely to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced without giving effect to the limitation of the amount payable by the Guarantor hereunder to the Maximum Amount provided in Section 1 hereof and to the provisions of Sections 3 and 5 hereof. Each party hereto covenants and agrees that it shall not assert, and shall cause its respective affiliates and representatives not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable in accordance with its terms.

(c) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Limited Guarantee.

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

[Remainder of page intentionally left blank]

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

C-TRAVEL INTERNATIONAL LIMITED

By: /s/ Liang Jianzhang
Name: Liang Jianzhang
Title: Director

[Signature Page to Limited Guarantee]

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

ELONG, INC.

By: /s/ May Wu
Name: May Wu
Title: Chairman of the Special Committee

[Signature Page to Limited Guarantee]

SCHEDULE A

Other Guarantors

1. Tencent Asset Management Limited

2. Ocean Imagination L.P.