**STOCK PURCHASE AGREEMENT**

THIS STOCK PURCHASE AGREEMENT (this “Agreement”) is entered into on [•], 2015 (the “Signing Date”) by:

1. CBS Corporation, a Delaware corporation (the “Seller”).
2. Shanghai Aika Investment Centre (Limited Partnership) (上海爱卡投资中心(有限合伙)), a limited liability partnership incorporated under the law of the People’s Republic of China (the “Purchaser”).

Each of the forgoing parties is referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

1. The Seller owns all of the issued and outstanding shares of capital stock of Interactive Auto Inc., a Delaware corporation (the “Company”), which as of the date of this Agreement consists of 100 shares of common stock, par value $0.01 per share (“Common Stock”).
2. The Purchaser intends to purchase from the Seller certain shares, and the Seller intends to transfer and sell such shares to the Purchaser, pursuant to the terms and conditions of this Agreement.
3. The Parties intend to enter into this Agreement and make the respective representations, warranties, covenants and agreements set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A.

2. TRANSACTION

At the Closing (as defined below), subject to the terms and conditions hereof, the Seller hereby agrees to transfer and sell to the Purchaser 93 shares of Common Stock (the “Transferred Shares”) for a purchase price of US$ 297.6 million (the “Transfer Price”). The Purchaser hereby agrees to purchase from the Seller the Transferred Shares for the Transfer Price in cash.

3. CLOSING

3.1 Closing. The closing of the purchase and sale of the Transferred Shares hereunder shall take place remotely via the exchange of documents and signatures on the Closing Date, which shall be no later than five (5) Business Days after all conditions as set forth in Section 5 (except for such conditions that will be satisfied at the Closing, but nonetheless subject to the satisfaction or waiver thereof at the Closing) have been satisfied or waived (or such other time and place as the Seller and the Purchaser shall mutually agree) (the “Closing”).

3.2 Closing Procedure.

* + 1. Closing Deliverables by the Seller. At the Closing, the Seller shall deliver (or cause to be delivered) (i) stock certificates executed by a director of the Company issued in the name of the Purchaser representing the Transferred Shares purchased by the Purchaser, and (ii) the updated stock ledger of the Company, either an original copy or a copy certified by an authorized officer of the Company, reflecting the Purchaser as the record holder of the Transferred Shares being purchased by the Purchaser.
    2. Closing Deliverables by the Purchaser. At the Closing and against the delivery of the items pursuant to Section 3.2(i) above, the Purchaser shall pay the Transfer Price in US$ at the Closing to the Seller by wire transfer of immediately available funds to a bank account designated by the Seller. The Seller shall provide its accurate and complete bank account information to the Purchaser at least three (3) Business Days prior to the Closing Date.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser that each of the statements contained in Exhibit B attached hereto (the “Seller’s Representations and Warranties”) is true, correct and complete as of the Signing Date and will be true, correct and complete as of the Closing Date.

4.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company that the representations and warranties set forth in this Section 4.2 (the “Purchaser’s Representations and Warranties”) are true and correct as of the Signing Date and will be true and correct as of the Closing Date:

(i) Due Organization. The Purchaser is duly incorporated, organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or organization.

(ii) Authorization. The Purchaser has all requisite power, authority and capacity to enter into this Agreement and other Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder. Each Transaction Document to which it is a party has been duly authorized, executed and delivered by the Purchaser. Each Transaction Document to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of it, enforceable against it in accordance with its terms.

5. CONDITIONS TO THE PARTIES’ OBLIGATIONS AT THE CLOSING

5.1 Closing Conditions to the Purchaser’s Obligations at the Closing. The obligations of the Purchaser to purchase the Transferred Shares and pay the Transfer Price on the Closing Date are subject to the fulfillment and the satisfaction or waiver by the Purchaser of each of the following conditions:

(i) Representations and Warranties. The Seller’s Representations and Warranties shall be true, correct and complete as of the Signing Date and as of the Closing Date, with the same force and effect as if they were made on and as of such date.

(ii) Performance of Obligations. The Seller shall have performed and complied with all agreements, obligations and conditions that are required by this Agreement to be performed or complied with by it on or before the Closing.

(iii) Proceedings and Documents. All corporate and other proceedings in connection with the purchase and sale of the Transferred Shares contemplated under this Agreement and all documents and instruments incidental to such transaction shall have been completed to the reasonable satisfaction of the Purchaser.

(iv) Approvals. All Consents which are required to be obtained by the Seller in connection with the consummation of the purchase and sale of the Transferred Shares contemplated under this Agreement shall have been duly obtained prior to and be effective as of the Closing.

5.2 Closing Conditions to Seller’s Obligations at the Closing. The obligation of the Seller to transfer and sell the Transferred Shares at the Closing is subject to the satisfaction, or waiver by the Seller, of each of the following conditions:

(i) Representations and Warranties. The Purchaser’s Representations and Warranties shall be true, correct as of the Signing Date and as of the Closing Date, with the same force and effect as if they were made on and as of such date.

(ii) Performance of Obligations. The Purchaser shall have performed and complied with all agreements, obligations and conditions contained in the Transaction Documents that are required to be performed or complied with by it on or before the Closing.

6. COVENANTS

6.1 Efforts for Consummation of Transaction. The Parties shall use their respective commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions as provided in Section 5 as soon as practicable. Each Party shall do and perform all things required to be done and performed under the Transaction Documents prior to and after the Closing Date in order to consummate the transactions contemplated by the Transaction Documents on a timely basis.

6.2 Notice and Cure. Each Party shall notify the other Party in writing of, and contemporaneously shall provide the other Party with true and complete copies of any and all information or documents relating to, and shall use commercially reasonable efforts to cure before the Closing, any event, transaction or circumstance, as soon as practicable after it becomes known to the relevant Party, occurring after the date of this Agreement that causes or will cause any covenant or agreement of such Party under this Agreement to be breached or that renders or will render untrue any representation or warranty of such Party contained in this Agreement as if the same were made on or as of the date of such event, transaction or circumstance.

7. MISCELLANEOUS

7.1 Governing Law.  This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

7.2 Arbitration.

* + 1. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a “Dispute”) shall be referred to and finally settled by arbitration. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitration award.
    2. The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the HKIAC Administered Arbitration Rules then in force (the “HKIAC Rules”), which rules are deemed to be incorporated by reference into this Section 7.2.
    3. The number of arbitrators shall be three (3). One arbitrator shall be appointed by each party. The third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the first two party-appointed arbitrators. Any arbitrator that is not so appointed shall instead be appointed in accordance with the HKIAC Rules.
    4. The language to be used in the arbitration proceedings shall be English.
    5. Subject to the agreement of the arbitral tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s) shall be resolved by the arbitral tribunal already appointed to hear the existing Dispute(s).
    6. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties.
    7. Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its assets. For the purpose of the enforcement of an award, each of the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waives any defenses to such enforcement, including any defenses based on lack of jurisdiction or inconvenient forum.
    8. Each of the parties hereby consents to process, summons, notice (including any notice of arbitration) being served on such party in any suit, action or proceeding (including arbitration) brought against such party in accordance with this Agreement by the delivery of a copy thereof.

7.3 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties whose rights or obligations hereunder are affected by such terms and conditions. This Agreement, and the rights and obligations hereunder, shall not be assigned without the mutual written Consent of the Purchaser and the Seller.

7.4 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable under any such applicable Laws in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law.

7.5 Fees and Expenses. Each Party shall pay for its own costs and expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement and other Transaction Documents and the transactions contemplated hereby and thereby.

7.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this STOCK PURCHASE AGREEMENT as of the date first above written.

**THE SELLER:**

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| **CBS Corporation**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

**THE PURCHASER:**

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| **Shanghai Aika Investment Centre (Limited Partnership)** **(上海爱卡投资中心(有限合伙))**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

EXHIBIT A

DEFINITIONS

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| “Business Day” | means any day other than a Saturday, Sunday or day on which commercial banks are required to be closed in New York, New York and the People’s Republic of China. |
| “Closing Date” | means the date of the Closing. |
| “Consent” | means any consent, approval, authorization, release, waiver, permit, grant, franchise, concession, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority. |
| “Contract” | means, a contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral. |
| “Governmental Authority” | means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of any country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization. |
| “Governmental Order” | means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, Consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority. |
| “Hong Kong” | means the Hong Kong Special Administrative Region of the People’s Republic of China. |
| “Law” | means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any formally issued written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders. |
| “Lien” | means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding, Law, equity or otherwise. |
| “Person” | shall be construed as broadly as possible and shall include an individual, a partnership (including a limited liability partnership), a company, an association, a joint stock company, a limited liability company, a trust, a joint venture, a legal person, an unincorporated organization and a Governmental Authority. |
| “Transaction Documents” | means this Agreement and each of the other agreements and documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing. |
| “US$” | means the lawful currency of the United States of America. |

EXHIBIT B

SELLER’ REPRESENTATIONS AND WARRANTIES

1. Organization, Standing and Qualification. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as currently being conducted.

2. Due Authorization. The Seller has all requisite corporate power, authority and legal capacity to execute and deliver this Agreement. The execution and delivery of this Agreement and each of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all required corporate action on the part of the Seller, and no other corporate action on the part of the Seller is necessary to authorize the execution and delivery by the Seller of the Transaction Documents to which the Seller is a party and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Documents will be, at or prior to the Closing, duly and validly executed and delivered by the Seller, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and the Transaction Documents, when so executed and delivered, will constitute, the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3. Approvals. All material Consents which are required to be obtained by the Seller in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents have been or will have been obtained prior to and be effective as of the Closing.

4. Conflicts; Consents of Third Parties.

4.1 None of the execution and delivery by the Seller of this Agreement and/or the Transaction Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by the Seller with any of the provisions hereof or thereof will conflict with, or result in any violation of or default under, or give rise to a right of termination or cancellation under, any provision of (i) the certificate of incorporation and by-laws (or other organizational and governing documents) of the Seller; (ii) any Contract, or Permit to which the Seller is a party or by which any of the properties or assets of the Seller is bound; (iii) any order of any Governmental Authority applicable to the Seller, or by which any of the properties or assets of the Seller is bound; or (iv) any applicable Law, except in the case of clauses (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect.

4.2 No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of the Seller in connection with the execution and delivery of this Agreement or the Transaction Documents, or the compliance by the Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, except for (A) any filings required under, and compliance with other applicable requirements of any applicable Law and any Governmental Authority and (B) such other consents, waivers, approvals, orders, permits or authorizations the failure of which to obtain would not have a material adverse effect on the Seller’s ability to consummate the transactions contemplated hereby.

5. Capitalization.

5.1 The authorized capital stock of the Company consists of 200 shares of Common Stock. As of the date hereof, there are 100 shares of Common Stock issued and outstanding, which, in the aggregate, constitute the entire issued and outstanding capital stock of the Company. All of the issued and outstanding shares of Common Stock were duly authorized for issuance and are validly issued, fully paid and non-assessable and have not been issued in violation of any preemptive or similar rights of any third party. The rights, privileges and preferences of the Common Stock are as set forth in the Company’s certificate of incorporation and by-laws.

5.2 There is no existing option, warrant, call, right, or Contract of any character to which the Seller is a party requiring, and there are no securities of the Seller outstanding which upon conversion or exchange would require, the issuance, of any shares of capital stock of the Seller or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase shares of capital stock of the Seller. The Seller is not a party to any voting trust or other Contract with respect to the voting, redemption, sale, transfer or other disposition of any securities of the Company.

6. Ownership and Transfer of Shares. The Seller is the record and beneficial owner of the Transferred Shares, which are duly authorized for issuance and are validly issued, fully paid and non-assessable, free and clear of any and all Liens, other than Liens resulting from this Agreement. The Seller has the corporate power and authority to sell, transfer, assign and deliver such Transferred Shares as provided in this Agreement, and such delivery will convey to the Purchaser good and marketable title to such Transferred Shares, free and clear of any and all Liens.