**STOCK PURCHASE AGREEMENT**

股权转让协议

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

本股权转让协议（“本协议”）于2015年[•]月[•]日（“签署日期”）由以下各方签订：

1. CBS Corporation, a Delaware corporation (the “Seller”).

CBS公司，一家特拉华州公司（“转让方”）。

1. 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”).

上海爱卡投资中心（有限合伙），一家根据中华人民共和国法律成立的有限责任合伙企业（以下简称“受让方”）。

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

上述各方在本协议中单独称为“一方”，合称为“双方”。

RECITALS

简述

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”).

Interactive Auto Inc.，一家特拉华州公司（以下简称“目标公司”），截至本协议签订之日，转让方持有目标公司该股份由100股普通股组成，每股面值0.01美元（以下简称“普通股”）。

1. 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.

根据本协议的条款和条件，受让方打算从转让方处购买一定数量的股份，转让方拟向受让方转让和出售该等股份。

1. The Parties intend to enter into this Agreement and make the respective representations, warranties, covenants and agreements set forth herein.

双方打算签订本协议，并在此作出各自陈述、保证、约定和协定。

AGREEMENT

协议内容

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:

因此，基于以上简述部分的内容，并基于本协议所规定的缔约各方的相互陈述、保证、约定和协议以及其它良好和有价值的对价，且该等对价的收悉及充分性在此经本协议确认，本协议各方协议如下:

1. DEFINITIONS

1. 1. 定义

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

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

2. TRANSACTION

1. 2. 股权的出售和购买

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.

根据本协议的条款和条件，转让方特此同意在交割时（定义见下文）以2.976亿美元的购买价格（“转让价格”）向受让方转让和出售93股普通股（“转让股份”），受让方在此同意以该转让价格购买转让方的转让股份。

3. CLOSING

1. 3. 交割

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”).

3.1交割。本协议项下转让股份的购买和出售应在交割日通过远程交换文件和签名的方式进行，具体日期不得迟于第5条规定的所有条件已经满足或者获得豁免（或者转让方和受让方一致同意的其他时间和地点）后的五（5）个营业日（“交割日”）（在交割时方能成就的条件除外，但是尽管如此，也需要遵循本协议项下股权交割的成就条件及豁免条件）。

3.2 Closing Procedure.

* 1. 3.2交割程序
     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. 转让方完成交付。在交割时，转让方应交付（或促使交付）（i）由目标公司董事签署的股权证书，宣布受让方以自己的名义持有受让股权；以及（ii）已更新的目标公司股东名册正本或经由官方机构核证的副本，反映受让方成为本协议项下转让股权的在册股东。
     3. 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. 受让方完成交付。根据上述第3.2（1）条交付条款的约定，在交割时，受让方应当以美元向转让方支付转让价款，并且以即刻到账的电汇方式向转让方指定的银行账户支付。转让方应至少于交割日前的三（3）个营业日向受让方提供完整准确的银行账户信息。

4. REPRESENTATIONS AND WARRANTIES

1. 4. 陈述和保证

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.

* 1. 4.1转让方的陈述和保证。转让方在此向受让方陈述并保证，本协议附件B所载的每一项声明（“转让方陈述和保证”）在签署之日和交割日是真实、正确和完整的。

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:

* 1. 4.2受让方的陈述和保证。受让方在此向公司陈述并保证，第4.2条（“受让方的陈述和保证”）在签署之日和交割日是真实和准确的。

(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.

* + 1. （i）合法组建。受让方根据其成立或运营地法律设立、运营、有效存续且具备完备的资质和商业信誉（或在相关管辖地具有同等资质）。

(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.

* + 1. （ii）授权。受让方拥有签署及履行本协议的义务以及其作为其中一方的其他交易文件所需的各种权力、授权和能力。受让方作为一方当事人的每份交易文件在其签署及交付时已经获得正式授权，且均对受让方有效并具有法律约束力的义务，受让方应按照其条款履行。

5. CONDITIONS TO THE PARTIES’ OBLIGATIONS AT THE CLOSING

1. 5. 双方交割义务条款

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:

* 1. 5.1受让方交割义务。受让方于交割日购买转让股权和支付转让价款的义务，遵循以下受让方履行、满足或豁免的条款：

(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.

* + 1. （i）陈述和保证。本协议内载明的转让方的声明和保证，在本协议签订当日以及交割日在所有实质方面均为真实、准确和完整的，如同该等声明和保证是在签订当日或交割日所作一样具有同等效力。

(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.

* + 1. （二）履行义务。转让方应履行并遵守本协议要求其在交割当日或之前履行或遵守的所有约定、义务和条件。

(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.

* + 1. （iii）程序及文件。所有与本协议项下的转让股权的售卖相关的程序及本交易附带的所有文件和票据，应合理满足受让方的要求。

(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.

* + 1. （iv）许可。所有需由转让方出具且与本协议项下的股权转让圆满完成相关的许可，均应于交割日以前出具并生效。

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:

5.2转让方交割义务。转让方在交割日转让和出售转让股份的义务，遵循以下转让方满足条件或豁免的条款：

(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.

（i）陈述和保证。本协议内载明的受让方的声明和保证，在本协议签订当日以及交割日在所有实质方面均为真实、准确和完整的，如同该等声明和保证是在签订当日或交割日所作一样具有同等效力。

(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.

（ii）履行义务。受让方应遵循并履行本协议项下要求在交割日或之前履行的所有交易文件中包含的约定、义务和条件。

6. COVENANTS

1. 6. 其他约定

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.

6.1努力完成交易事项。双方应尽其商业上的合理努力在切实可行的范围内尽快满足（或促使满足）第5条规定的条件。每一方应在交割日期之前和之后完成和履行交易文件项下要求完成和履行的所有事项，以便及时完成交易文件项下预期的交易。

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.

6.2注意及预防义务。如在本协议期间内发生任何不利事项、交易行为或环境变更，导致或将导致本协议项下一方的任何约定或协议于本协议签订日期之后被违反的、导致或将导致本协议一方的任何陈述和保证不真实的，每一方均应书面通知另一方，同时应提供给另一方真实、完整的任何及所有信息或文件的相关副本，并应尽各自商业合理努力在交割之前预防该事项发生，同时在事项发生后应尽快令相关方知晓，该书面通知的及时性应如同在该等事件、交易行为或环境变更发生之时作出。

7. MISCELLANEOUS

1. 7.其他事项

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.

* 1. 7.1适用法律。本协议及基于、起因于或者与本协议和本协议的谈判、执行或履行相关的所有要求或诉求（不论是合同或侵权行为中的）（包含基于、起因于或与任何本协议项下的陈述或保证相关，或作为本协议签订之原因的任何要求或诉求），应依据适用于在纽约州签订和履行合同的纽约州法律管辖和解释，且要求或允许适用其他管辖地的法律的选择权利是无效的。

7.2 Arbitration.

* 1. 7.2仲裁。
     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. 因本协议或其主体事项而产生或与之相关的任何争议、争论或索赔（包括关于本协议的存在、有效性、订立、效力、解释、履行或终止的争议）（均称为“争议”）均应提交仲裁并最终由仲裁机构裁决。仲裁裁决未决时，缔约方仍应按时合理的履行本协议项下的义务。
     3. 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.
     4. 仲裁应在香港特别行政区举行，由香港国际仲裁中心（HKIAC）根据现行有效的香港国际仲裁中心仲裁规则（HKIAC 仲裁规则）裁决，该规则被视为通过引用的方式纳入本协议第7.2条款。
     5. 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.
     6. 仲裁员人数应为三（3）名。双方各指定一名仲裁员。第三名仲裁员应作为仲裁庭的主席，由前两方指定的仲裁员共同协议选定。任何未经如此委任的仲裁员，均应由根据香港国际仲裁中心仲裁规则选定的仲裁员代替。
     7. The language to be used in the arbitration proceedings shall be English.
     8. 仲裁程序中使用的语言应为英语。
     9. 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).
     10. 根据仲裁庭的许可，任何现有争议进入仲裁程序后产生的纠纷，应由已指派有权裁决现有争议的仲裁庭来解决。
     11. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties.
     12. 仲裁庭的裁决是终局的、决定性的，对双方都有约束力。
     13. 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.
     14. 对任何裁决的判决可在对一方或其任何资产具有管辖权的任何法院作出和执行。为执行裁决，各方不可撤销且无条件地服从任何有管辖权的法院的管辖权，并放弃对此类执行的任何抗辩，包括无管辖权异议及法庭不便原则异议。
     15. 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.
     16. 各缔约方在此同意，任何诉讼、庭审（包括仲裁）程序中向其送达的文件、传票、通知（包括任何仲裁通知）均应根据本协议交付一份副本。

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.

* 1. 7.3 继承人和受让人。除非本协议另有规定，本协议项下的条款和条件应有利于并约束缔约各方的继承人和受让人，其权利或义务受本协议条款和条件的影响。本协议及本协议项下权利义务，非经转让方和受让方书面一致同意不得转让。

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.

* 1. 7.4可分割性。如果本协议的任何条款无效、非法或不可执行，其余条款的有效性、合法性和可执行性不受任何影响。但是，如果本协议的任何条款在某一司法管辖区的任何适用法律下无效、非法或不可执行，则该条款应被修改为符合该法律要求的条款。

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.

* 1. 7.5 费用和开支。每一缔约方应各自承担相关谈判、执行、交付和履行本协议的成本和费用以及其他交易文件和交易事务可能产生的费用。

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.

* 1. 7.6副本。本协议可签署两份或多份副本，每份副本均应视为原件，但所有副本共同构成同一份文书。通过传真或电子方式签名的副本为本协议效力之目的应视为与原件具有相同的效力。

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

双方于文首所载日期正式签署本《股权转让协议》，以资证明。

THE SELLER:

转让方：

|  |
| --- |
| CBS Corporation  CBS公司  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  签署人：\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  姓名：  Title:  职务： |

THE PURCHASER:

受让方：

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

EXHIBIT A

列表A

DEFINITIONS

定义

|  |  |
| --- | --- |
| “Business Day”  “营业日” | 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.  “营业日”：指除了星期六、星期日或在纽约和中国境内商业银行须停业的该等日期之外的任何一日。 |
| “Closing Date”  “交割日期” | means the date of the Closing.  指交割日期。 |
| “Consent”  “许可” | 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.  指任一方同意、批准、授权、下放、放弃、许可、特权、特许、许可证、豁免或注册、证明、声明或提交、报告、通知，包括任何政府授权。 |
| “Contract”  “合同” | 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.  指一份关于合约、协议、契约、票据、债券、贷款、文书、租赁、抵押、经销、许可证、委托、采购订单及其他具有法律约束力的协议，不论其形式为书面或者口头。 |
| “Governmental Authority”  “政府当局” | 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.  指任何国家、联邦、省份、州或者其他政治分区的任何政府、实体、行政机关或执行机关、立法机构、司法机构、管理机构或政府行政职能机构，包括任何国家的任何政府权力机关、代表处、部、局、委员会或其他机构，或任何政府下属部门分，任何法院、法庭或仲裁及自律组织。 |
| “Governmental Order”  “政府令” | 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.  指任何政府机构发布或在其的监督下发布的命令，裁定、决定、判决、法令、令状、传票、指令、训诫、命令、指令、同意、批准、裁决、判决、禁令或其他类似的决定或裁决。 |
| “Hong Kong”  “香港” | means the Hong Kong Special Administrative Region of the People’s Republic of China.  指中华人民共和国香港特别行政区 |
| “Law”  “法律” | 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.  指具有普适性的宪法、条约、规约、法律、规定、条例、法典、规则或英美普通法规则，任何政府允许、特许、同意、管辖、许可、协议、指令、要求或其他政府限制或任何类似形式的由任何政府机构书面正式发布或实施的决定及修订后的政府命令。 |
| “Lien”  “留置权” | 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.  指任何索赔、控告、地役权、留置权、租赁权、契约、担保权益、留置权、选择权、保证、其他权利或限制（不论表决、销售、转让、处置或其他行为中），不论其是否由合同、协议、法律、股东权益或其他文件中强制约定执行。 |
| “Person”  “权利主体” | 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.  应尽可能广泛理解，应包括个人、合伙企业（包括有限责任合伙企业）、公司、协会、股份制公司、有限责任公司、信托、合营企业、法人、非法人组织及政府机构。 |
| “Transaction Documents”  “交易文件” | 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.  指本协议以及与执行上述任何一项交易有关的其他协议和文件。 |
| “US$”  “美元” | means the lawful currency of the United States of America.  指美利坚合众国的法定货币。 |

EXHIBIT B

列表B

SELLER’ REPRESENTATIONS AND WARRANTIES

转让方声明和保证

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.

1. 1. 合法注册、经营状况及相关资质。转让方是根据其注册成立地法律，依法设立、有效存续、且相关手续完备的企业法人。其具备拥有、租赁及经营目前所营企业及业务的所有必要的法人权限和权利。

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).

1. 2. 正式授权。

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.

1. 3. 批准。关于转让方就本协议及其他交易文件项下拟完成的交易履行所需获得的批准材料，转让方应于交割日之前获得并保证其有效性。

4. Conflicts; Consents of Third Parties.

* 1. 4. 冲突条款；第三方许可

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.

* 1. 4.1 转让方未依据本协议或/及交易文件执行和交付，或转让方作出与本协议的任何条款有冲突的承诺或因任何违法或违约引起本协议项下权利终止或撤销的，其中可能违反任何条款包括(1)转让方的注册证书和章程（或其他企业机构构成和管理文件）(2)转让方作为其中一方或者其资产受其约束的任何合同、许可或（3）任何由政府当局颁布的适用于转让方的或使转让方资产受其约束的命令；或(4) 任何准据法，在(2), (3) 和 (4)条中冲突、违反、违约、终止或撤销不会产生重大不利影响法规的除外。

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.

* 1. 4.2 任何一方或政府是要求转让方协助执行和交付本协议，转让方应根据交易文件的规定履行义务，遵守 (1) 任何备案规定，并遵守任何适用的法律和政府机构规定及 (2) 此类对本协议的履行不会产生重大不利影响的其他适用规定、要求、豁免、审批、命令、许可或授权。

5. Capitalization.

1. 5. 股本。

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.

* 1. 5.1 公司法定股本为200股普通股。截至本协议签订之日，已发行流通普通股100股，合计构成公司已发行的全部股份。所有已发行和流通的普通股均获正式授权，并已有效发行、缴足股款且不应纳税，且未违反任何第三方的任何优先购买权或类似权利。普通股的权利、分配和优先权如公司注册证书和章程所述。

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.

* 1. 5.2 此处不存在期权、认股权、其他权利或转让方作为一方要求任何性质的权利，且不存在转换和兑换后要求的转让方流通在外的证券，卖方任何股份的发行或认购或购买转让方股份的其他可转换证券、可兑换证券或证明认购或购买转让方股份的其他可转换证券、可兑换证券的权利。卖方不是任何关于信托、公司股权回购、出售或其他处置公司证券的其他合同一方。

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.

* 1. 所有权与股份转让。转让方是转让股份的记录在册股东及权益所有人，该转让股份经正式授权后有效发行，且不存在未缴税费。除由本协议所可能产生的负担权益外，转让股权之上不存在其他任何担保物权。转让方拥有权利和授权按本协议出售、转让、分配和交付该转让股份，且将向受让方交付的转让股份为完好适销证券，不存在任何担保权利。