

AMENDMENT NO. 2 TO WARRANT SUBSCRIPTION AGREEMENT

This Amendment No. 2 (the “Amendment”) dated November 9, 2010 to that certain Warrant Subscription Agreement (the “Agreement”) dated July 9, 2010 as amended by Amendment No. 1 to the Warrant Subscription Agreement dated October 8, 2010, each by and between FlatWorld Acquisition Corp., a British Virgin Islands business company (the “Company”), having its principal place of business at Palm Grove House, Palm Grove Park, Road Town, Tortola, VG1110, British Virgin Islands, and FWAC Holdings Limited, a British Virgin Islands company incorporated with limited liability (the “Sponsor”), having its principal place of business at PO Box 4649, Palm Grove House, Palm Grove Park, Road Town, Tortola, VG1110, British Virgin Islands. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Agreement.

Pursuant to Section 12.3 of the Agreement, the Company and the Sponsor hereby agree to amend the Agreement, effective on the date hereof, as follows:

1. AMENDMENTS TO THE AGREEMENT.

(a) *Recitals.* The first recital is hereby amended and restated in its entirety as follows:

“WHEREAS, the Company desires to sell on a private placement basis (the “Offering”) an aggregate of 2,414,990 warrants (the “Warrants”) of the Company for a purchase price of \$0.50 per Warrant. Each Warrant is exercisable to purchase one ordinary share of the Company, no par value (the “Ordinary Shares”), at an exercise price of \$11.00 per Ordinary Share during the period commencing on the later of: (i) one (1) year from the date of the prospectus relating to the Company’s IPO (as defined below) and (ii) thirty (30) days following the consummation of an acquisition, share exchange, share reconstruction and amalgamation or contractual control arrangement with, purchase of all or substantially all of the assets of, or any other similar business transaction with one or more operating businesses or assets (a “Business Transaction”) and expiring on the fifth anniversary of the consummation of such Business Transaction.”

(b) *Section 1.1.* Section 1.1 is hereby amended and restated in its entirety as follows:

“Upon the terms and subject to the conditions of this Agreement, Sponsor hereby agrees to purchase from the Company, and the Company hereby agrees to sell to the Sponsor, on the Closing Date (as defined in Section 1.2), the Warrants for an aggregate purchase price of \$1,207,495 (the “Purchase Price”).”

(c) *Section 1.2.* Section 1.2 is hereby amended and restated in its entirety as follows:

“The closing (the “Closing”) of the Offering, shall take place at the offices of Ellenoff Grossman & Schole LLP, 150 East 42nd Street, New York, New York, 10017, on or prior to the effective date of the registration statement relating to the Company’s initial public offering (“IPO”) of 2,000,000 units consisting of Ordinary Shares and warrants (the “Closing Date”).”

2 . MUTUAL DRAFTING . This Amendment is the joint product of the Company and the Sponsor and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

3 . NO OTHER AMENDMENTS; GOVERNING LAW; COUNTERPARTS . Except as specifically set forth in this Amendment, there are no other amendments to the Agreement and the Agreement shall remain unmodified and in full force and effect. This Amendment shall be governed by and construed in accordance with the internal laws of the British Virgin Islands. This Amendment may be executed in one or more counterparts. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the date first set forth above.

FlatWorld Acquisition Corp.

By: /s/ Raj K. Gupta
Name: Raj K. Gupta
Title: Chief Executive Officer

FWAC Holdings Limited

By: /s/ Jeffrey A. Valenty
Name: Jeffrey A. Valenty
Title: Chief Financial Officer