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

SCHEDULE 13D

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

LexinFintech Holdings Ltd.

(Name of Issuer)

Class A Ordinary Shares, par value US$0.0001 per share

(Title of Class of Securities)

528877 103**

(CUSIP Number)

Jon Robert Lewis
15/F, AIA Central
1 Connaught Road Central
Hong Kong
+852 3719 3338

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

September 16, 2019

(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. o

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.
** This CUSIP number applies to the American Depositary Shares ("ADSs") of the Issuer, which are quoted on The Nasdaq Global Market under the symbol "LX." Each ADS represents two Class A Ordinary Shares. No CUSIP has been assigned to the Class A Ordinary Shares.

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 (the "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).

1. Names of Reporting Persons
PAGAC Lemongrass Holding I Limited

2. Check the Appropriate Box if a Member of a Group

(a) o

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e): o

6. Citizenship or Place of Organization
Cayman Islands

Number of Shares Beneficially Owned by Each Reporting Person With	
	7. Sole Voting Power 42,857,160 Class A Ordinary Shares [1]
	8. Shared Voting Power 0
	9. Sole Dispositive Power 42,857,160 Class A Ordinary Shares [1]
	10. Shared Dispositive Power 0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
42,857,160 Class A Ordinary Shares [1]

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
14.5% of the Class A Ordinary Shares [2] (or 10.7% of the total Ordinary Shares assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares) [3]

14. Type of Reporting Person
CO

(1) Represents 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited.

(2) Percentage calculated based on 253,289,542 Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and the additional 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited.

(3) For the as-converted percentage, (i) the numerator is 42,857,160, and (ii) the denominator is the sum of (x) 42,857,160, (y) 253,289,542, being the number of Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and (z) 104,147,199, being the number of Class B Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer. Class B Ordinary Shares are convertible at any time by the holder into Class A Ordinary Shares on a one-for-one basis.

1. Names of Reporting Persons
PAG Capital Limited

2. Check the Appropriate Box if a Member of a Group

(a) o

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e): o

6. Citizenship or Place of Organization
Cayman Islands

Number of Shares Beneficially Owned by Each Reporting Person With

7. Sole Voting Power
42,857,160 Class A Ordinary Shares [1]

8. Shared Voting Power
0

9. Sole Dispositive Power
42,857,160 Class A Ordinary Shares [1]

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
42,857,160 Class A Ordinary Shares [1]

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

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14. Type of Reporting Person
CO

(1) Represents 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited. PAGAC Lemongrass Holding I Limited is controlled by PAG Capital Limited.

(2) Percentage calculated based on 253,289,542 Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and the additional 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited.

(3) For the as-converted percentage, (i) the numerator is 42,857,160, and (ii) the denominator is the sum of (x) 42,857,160, (y) 253,289,542, being the number of Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and (z) 104,147,199, being the number of Class B Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer. Class B Ordinary Shares are convertible at any time by the holder into Class A Ordinary Shares on a one-for-one basis.

1. Names of Reporting Persons
Pacific Alliance Group Limited

2. Check the Appropriate Box if a Member of a Group

(a) o

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e): o

6. Citizenship or Place of Organization
Cayman Islands

Number of Shares Beneficially Owned by Each Reporting Person With

7. Sole Voting Power
42,857,160 Class A Ordinary Shares [1]

8. Shared Voting Power
0

9. Sole Dispositive Power
42,857,160 Class A Ordinary Shares [1]

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
42,857,160 Class A Ordinary Shares [1]

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
14.5% of the Class A Ordinary Shares [2] (or 10.7% of the total Ordinary Shares assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares) [3]

14. Type of Reporting Person
CO

(1) Represents 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited. PAGAC Lemongrass Holding I Limited is controlled by PAG Capital Limited, which in turn is controlled by Pacific Alliance Group Limited.

(2) Percentage calculated based on 253,289,542 Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and the additional 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited.

(3) For the as-converted percentage, (i) the numerator is 42,857,160, and (ii) the denominator is the sum of (x) 42,857,160, (y) 253,289,542, being the number of Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and (z) 104,147,199, being the number of Class B Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer. Class B Ordinary Shares are convertible at any time by the holder into Class A Ordinary Shares on a one-for-one basis.

1. Names of Reporting Persons
PAG Holdings Limited

2. Check the Appropriate Box if a Member of a Group

(a) o

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e): o

6. Citizenship or Place of Organization
Cayman Islands

Number of Shares Beneficially Owned by Each Reporting Person With

7. Sole Voting Power
42,857,160 Class A Ordinary Shares [1]

8. Shared Voting Power
0

9. Sole Dispositive Power
42,857,160 Class A Ordinary Shares [1]

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
42,857,160 Class A Ordinary Shares [1]

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
14.5% of the Class A Ordinary Shares [2] (or 10.7% of the total Ordinary Shares assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares) [3]

14. Type of Reporting Person
CO

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(1) Represents 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited. PAGAC Lemongrass Holding I Limited is controlled by PAG Capital Limited, which in turn is controlled by Pacific Alliance Group Limited. Pacific Alliance Group Limited is controlled by PAG Holdings Limited.

(2) Percentage calculated based on 253,289,542 Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and the additional 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited.

(3) For the as-converted percentage, (i) the numerator is 42,857,160, and (ii) the denominator is the sum of (x) 42,857,160, (y) 253,289,542, being the number of Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and (z) 104,147,199, being the number of Class B Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer. Class B Ordinary Shares are convertible at any time by the holder into Class A Ordinary Shares on a one-for-one basis.

Item 1. Security and Issuer

This Schedule 13D (this "Schedule 13D") relates to the Class A Ordinary Shares ("Class A Ordinary Shares"), par value US$0.0001 per share, of LexinFintech Holdings Ltd., a Cayman Islands exempted company, whose principal executive offices are located at 27/F, CES Tower, No. 3099 Keyuan South Road, Nanshan District, Shenzhen 518052, the People's Republic of China (the "Issuer").

The Issuer's American Depositary Shares ("ADSs"), each representing two Class A Ordinary Shares, are quoted on The Nasdaq Global Market under the symbol "LX."

Item 2. Identity and Background

(a) – (c), (f) This Schedule 13D is being filed jointly by the following persons (collectively, the "Reporting Persons", and each a "Reporting Person") pursuant to Rule 13d-1(k) promulgated by the United States Securities and Exchange Commission (the "SEC") under Section 13 of the Act:

(1) PAGAC Lemongrass Holding I Limited, an exempted company incorporated in the Cayman Islands ("PAGAC Lemongrass");

(2) PAG Capital Limited, an exempted company incorporated in the Cayman Islands;

(3) Pacific Alliance Group Limited, an exempted company incorporated in the Cayman Islands; and

(4) PAG Holdings Limited, an exempted company incorporated in the Cayman Islands.

PAGAC Lemongrass is controlled by PAG Capital Limited, which in turn is controlled by Pacific Alliance Group Limited. Pacific Alliance Group Limited is controlled by PAG Holdings Limited.

The agreement among the Reporting Persons relating to the joint filing is attached hereto as Exhibit 99.1. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

Each of PAGAC Lemongrass, PAG Capital Limited, Pacific Alliance Group Limited and PAG Holdings Limited is a holding company. The address of the Reporting Persons and their directors and officers is P.O. Box 472, Harbour Place, 2nd Floor, 103 South Church Street, George Town, Grand Cayman KY1-1106 Cayman Islands.

The name, present principal occupation or employment and citizenship of each of the directors and executive officers of the Reporting Persons as of the date hereof is set forth on Schedule A.

(d) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of their directors or officers, have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of their directors or officers, have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

On September 16, 2019, through privately negotiated transactions, PAGAC Lemongrass acquired a convertible note of the Issuer in the principal amount of US$300 million (the "Convertible Note") for a purchase price (net of certain fees borne by the Issuer) of approximately US$296.4 million. The Convertible Note may be converted into 42,857,160 Class A Ordinary Shares (directly or in the form of ADSs) at the holder's option from the date that is six months after the issuance date at an initial conversion price of US$14 per ADS.

The source of funds for the purchase price is available funds of the Reporting Persons and their affiliates. No part of the purchase price was borrowed by any Reporting Person for the purpose of acquiring any securities discussed in this Item 3.

Item 4. Purpose of Transaction

The Reporting Persons acquired the Convertible Note for investment purposes in the belief that the Convertible Note represents an attractive investment opportunity. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Representatives of the Reporting Persons may have discussions from time to time with the Issuer, other shareholders and third parties relating to the Issuer, strategic alternatives that may be available to the Issuer and the Issuer's business, operations, assets, capitalization, financial condition, governance, management and future plans, including in respect of one or more of the actions described in subsections (a) through (j) of Item 4 of Schedule 13D of the Act. There can be no assurance as to the outcome of any of the discussions referred to in this Schedule 13D.

Depending on various factors, including the Issuer's financial position and strategic direction, the outcome of the discussions referenced above, actions taken by the board of directors of the Issuer, price levels of the securities of the Issuer, other investment opportunities available to the Reporting Persons, the availability and cost of debt financing, the availability of potential business combination and other strategic transactions, conditions in the capital markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investments in the Issuer as they deem appropriate, including acquiring or disposing of securities of the Issuer, entering into financial instruments or other agreements which increase or decrease the Reporting Persons' economic exposure with respect to their investments in the Issuer, engaging in any hedging or similar transactions with respect to such holdings and/or otherwise changing their intention with respect to any and all matters referred to in Item 4 of Schedule 13D of the Act.

Except as set forth in this Item 4 or Item 6 below, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act.

Item 5. Interest in Securities of the Issuer

(a) – (b) The following disclosure is based on 253,289,542 Class A Ordinary Shares and 104,147,199 Class B Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and the additional 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited. Class B Ordinary Shares are convertible at any time by the holder into Class A Ordinary Shares on a one-for-one basis.

			Number of shares as to which such person has:			
Reporting Person	**Amount beneficially owned**	**Percent of class**	**Sole power to vote or to direct the vote**	**Shared power to vote or to direct the vote**	**Sole power to dispose or to direct the disposition of**	**Shared power to dispose or to direct the disposition of**
PAGAC Lemongrass Holding I Limited[(1)]	42,857,160 Class A Ordinary Shares[(2)]	14.5% of the Class A Ordinary Shares[(3)] (or 10.7% of the total Ordinary Shares assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares)[(4)]	42,857,160 Class A Ordinary Shares	0	42,857,160 Class A Ordinary Shares	0
PAG Capital Limited[(1)]	42,857,160 Class A Ordinary Shares[(2)]	14.5% of the Class A Ordinary Shares[(3)] (or 10.7% of the total Ordinary Shares assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares)[(4)]	42,857,160 Class A Ordinary Shares	0	42,857,160 Class A Ordinary Shares	0
Pacific Alliance Group Limited[(1)]	42,857,160 Class A Ordinary Shares[(2)]	14.5% of the Class A Ordinary Shares[(3)] (or 10.7% of the total Ordinary Shares assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares)[(4)]	42,857,160 Class A Ordinary Shares	0	42,857,160 Class A Ordinary Shares	0
PAG Holdings Limited[(1)]	42,857,160 Class A Ordinary Shares[(2)]	14.5% of the Class A Ordinary Shares[(3)] (or 10.7% of the total Ordinary Shares assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares)[(4)]	42,857,160 Class A Ordinary Shares	0	42,857,160 Class A Ordinary Shares	0

(1) PAGAC Lemongrass Holding I Limited is controlled by PAG Capital Limited, which in turn is controlled by Pacific Alliance Group Limited. Pacific Alliance Group Limited is controlled by PAG Holdings Limited. Each of PAG Capital Limited, Pacific Alliance Group Limited and PAG Holdings Limited may be deemed to have the sole voting and dispositive powers with respect to the Class A Ordinary Shares beneficially owned by PAGAC Lemongrass Holding I Limited.

(2) Represents 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited.

(3) Percentage calculated based on 253,289,542 Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and the additional 42,857,160 Class A Ordinary Shares issuable upon conversion of the Convertible Note held by PAGAC Lemongrass Holding I Limited.

(4) For the as-converted percentage, (i) the numerator is 42,857,160, and (ii) the denominator is the sum of (x) 42,857,160, (y) 253,289,542, being the number of Class A Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer, and (z) 104,147,199, being the number of Class B Ordinary Shares issued and outstanding as of September 10, 2019 as provided by the Issuer. Class B Ordinary Shares are convertible at any time by the holder into Class A Ordinary Shares on a one-for-one basis.

(c) Except as set forth herein, none of the Reporting Persons has effected any transactions in the Ordinary Shares during the 60 days preceding the filing of this Schedule 13D.

(d) No person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities covered by this Schedule 13D.

(e) Not applicable.

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

Note Purchase Agreement

PAGAC Lemongrass and the Issuer entered into a Note Purchase Agreement dated as of September 11, 2019 (the "Note Purchase Agreement"), pursuant to which the Issuer agreed to issue to PAGAC Lemongrass the Convertible Note for a purchase price (net of certain fees borne by the Issuer) of approximately US$296.4 million. The closing of such transaction took place on September 16, 2019.

Under the Note Purchase Agreement, for so long as PAGAC Lemongrass and its affiliates collectively beneficially own, on an as-converted basis, not less than 50% of the Convertible Note (and/or Class A Ordinary Shares or ADSs issuable upon conversion of the Convertible Note) initially acquired by PAGAC Lemongrass under the Note Purchase Agreement, PAGAC Lemongrass is entitled to appoint, in consultation with the Issuer, a director to the board of directors of the Issuer.

Under the Note Purchase Agreement, PAGAC Lemongrass agreed not to transfer, resell, pledge or otherwise encumber all or any portion of the Convertible Note for a period of 90 days after September 16, 2019.

Convertible Note

The Convertible Note has a term of seven years and bears interest at a rate of 2.0% per annum. The holder of the Convertible Note has the right to require the Issuer to repurchase for cash all or any portion of the Convertible Note on the fourth anniversary of the issuance date.

The Convertible Note is convertible in whole or in part into fully paid Class A Ordinary Shares or ADSs at the holder's option from the date that is six months after the issuance date. A total of 42,857,160 Class A Ordinary Shares are issuable upon conversion of the Convertible Note based on the initial conversion price of US$14 per ADS. The conversion price will be subject to customary adjustments in the case of share splits, share combinations, dividends, spin-offs, recapitalizations and certain other events.

Registration Rights Agreement

In connection with the Note Purchase Agreement, PAGAC Lemongrass and the Issuer entered into a Registration Rights Agreement dated September 16, 2019 (the "Registration Rights Agreement"), pursuant to which PAGAC Lemongrass and its permitted transferees were granted certain rights to require the Issuer to register the Class A Ordinary Shares or ADSs issuable upon conversion of the Convertible Notes, subject to certain exceptions and conditions. The Issuer will bear the expenses relating to the registration (subject to certain exceptions), other than underwriting discounts and commissions. The Registration Rights Agreement will terminate, among other things, when PAGAC Lemongrass and its permitted transferees become eligible to sell such Class A Ordinary Shares or ADSs without volume limitation under Rule 144 under the Securities Act of 1933, as amended.

Restrictions on Sale Agreement

In connection with the Note Purchase Agreement, PAGAC Lemongrass entered into a Restrictions on Sale Agreement dated September 16, 2019 (the "Restrictions on Sale Agreement") with Mr. Wenjie Xiao, founder, chairman and chief executive officer of the Issuer, and Mr. Yi Wu, president and director of the Issuer, pursuant to which Mr. Xiao and Mr. Wu agreed that, subject to certain exceptions:

(1) for the 18 months after September 16, 2019, they will not transfer securities of the Issuer beneficially owned by them, if the transfer would result in the aggregate number of securities of the Issuer beneficially owned by them being less than 85,00,000 Ordinary Shares on an as-converted basis;

(2) for the 48 months after September 16, 2019, they will not transfer securities of the Issuer beneficially owned by them, if the transfer would result in the aggregate number of securities of the Issuer beneficially owned by them being less than 53,00,000 Ordinary Shares on an as-converted basis; and

(3) for the 48 months after September 16, 2019, they will not transfer more than an aggregate of 21,000,000 Ordinary Shares of the Issuer for a consideration of less than US$7.00 per share.

The above restrictions will terminate on the earlier of (i) September 16, 2023, or (ii) the date on which PAGAC Lemongrass and its affiliates collectively beneficially own, on an as-converted basis, less than 20% of the Convertible Note (and/or Class A Ordinary Shares or ADSs issuable upon conversion of the Convertible Note) initially acquired by PAGAC Lemongrass under the Note Purchase Agreement.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1	Joint Filing Agreement, by and among the Reporting Persons, dated September 26, 2019
Exhibit 99.2	Note Purchase Agreement, by and between LexinFintech Holdings Ltd. and PAGAC Lemongrass Holding I Limited, dated as of September 11, 2019
Exhibit 99.3	Convertible Note issued by LexinFintech Holdings Ltd. on September 16, 2019
Exhibit 99.4	Registration Rights Agreement, by and between LexinFintech Holdings Ltd. and PAGAC Lemongrass Holding I Limited, dated September 16, 2019
Exhibit 99.5	Restrictions on Sale Agreement, by and between Wenjie Xiao, Yi Wu and PAGAC Lemongrass Holding I Limited, dated September 16, 2019

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: September 26, 2019

PAGAC LEMONGRASS HOLDING I LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Authorized Signatory

PAG CAPITAL LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Authorized Signatory

PACIFIC ALLIANCE GROUP LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Director

PAG HOLDINGS LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Director

Schedule A

Name	Present Principal Occupation	Citizenship / Place of Organization
PAGAC Lemongrass Holding I Limited		
PAGAC3 Secretaries Limited	Director of PAGAC Lemongrass Holding I Limited	British Virgin Islands
Jon Robert Lewis	Director of PAGAC3 Secretaries Limited	United States
David Jaemin Kim	Director of PAGAC3 Secretaries Limited	United States
PAG Capital Limited		
Pacific Alliance Group Limited	Director of PAG Capital Limited	Cayman Islands
Weijian Shan	Director of PAG Capital Limited	Chinese
Pacific Alliance Group Limited		
Jon Robert Lewis	Director of Pacific Alliance Group Limited	United States
Derek Roy Crane	Director of Pacific Alliance Group Limited	British
Christopher Marcus Gradel	Director of Pacific Alliance Group Limited	British
PAG Holdings Limited		
Jon Robert Lewis	Group General Counsel	United States
Derek Roy Crane	Group Chief Operating Officer	British
Weijian Shan	Group Chairman and Chief Executive Officer	Chinese
Christopher Marcus Gradel	Managing Partner	British
Jon-Paul Toppino	Group President	United States
Anthony Murray Miller	Chief Executive Officer, PAG Japan	United States
Richard Charles Blum	Non-Executive Director	United States

Exhibit 99.1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including all amendments thereto) with respect to the Class A Ordinary Shares of LexinFintech Holdings Ltd., and that this Joint Filing Agreement may be included as an exhibit to such joint filings. This Joint Filing Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Remainder of this page has been left intentionally blank.]

Signature Page

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement.

Dated: September 26, 2019

PAGAC LEMONGRASS HOLDING I LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Authorized Signatory

PAG CAPITAL LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Authorized Signatory

PACIFIC ALLIANCE GROUP LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Director

PAG HOLDINGS LIMITED

By: /s/ Jon Robert Lewis
Name: Jon Robert Lewis
Title: Director

Exhibit 99.2

CONVERTIBLE NOTE PURCHASE AGREEMENT

between

LEXINFINTECH HOLDINGS LTD.
(□□□□□□□□)

and

PAGAC LEMONGRASS HOLDING I LIMITED

Dated as of September 11, 2019

TABLE OF CONTENTS

This CONVERTIBLE NOTE PURCHASE AGREEMENT (this "Agreement") is made and entered into on September 11, 2019, by and between:

(1) LexinFintech Holdings Ltd. (□□□□□□□□), a Cayman Islands exempted company (the "Company"); and

(2) PAGAC Lemongrass Holding I Limited, a Cayman Islands exempted company (the "Purchaser").

RECITALS

WHEREAS, the Company desires to issue, sell and deliver to the Purchaser, and the Purchaser desires to purchase and acquire from the Company, the Notes (as defined below) upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

"ADS" means American depositary shares, each representing two Class A Ordinary Shares.

"Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, such specified Person.

"Agreement" has the meaning set forth in the Preamble.

"Anticorruption Laws" mean laws, regulations or orders relating to anti-bribery or anticorruption (governmental or commercial) applicable to the business and dealings of the Company and each Subsidiary of the Company, including applicable laws that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment) to any Government Official, commercial entity, or other any other Person to obtain a business advantage; such as, without limitation, the PRC anticorruption laws, the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time, the UK Bribery of 2010 and all national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"Bankruptcy and Equity Exception" means bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights, and specific performance, injunctive relief, other equitable remedies and general equity principles.

"Board" means the board of directors of the Company.

"Business Day" means any day that is not a Saturday, a Sunday or another day on which banks are required or authorized by Law to be closed in the PRC, Hong Kong or New York City.

"Class A Ordinary Shares" means Class A ordinary shares, par value US$0.0001 per share, in the share capital of the Company.

"Class B Ordinary Shares" means the Class B ordinary shares, par value US$0.0001 per share, in the share capital of the Company.

"Closing" has the meaning set forth in Section 2.3.

"Closing Date" has the meaning set forth in Section 2.3.

"Company" has the meaning set forth in the preamble.

"Company Representative" means the Company, any Subsidiary of the Company, or any director, officer, agent, employee, representative, consultant of the Company, or any other Person acting for or on behalf of the foregoing (individually and collectively).

"Company Termination Fee" has the meaning set forth in Section 6.3(b).

"Contract" means any agreement, contract, lease, indenture, instrument, note, debenture, bond, mortgage or deed of trust or other agreement, commitment, arrangement or understanding.

"Control" (including the terms "Controlled by" and "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, provided that such power shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of fifty percent (50%) of the outstanding voting securities of such Person or the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Conversion Securities" has the meaning set forth in Section 3.1(c).

"Director Indemnification Agreement" means an indemnification agreement in respect of the PAG Director, to be entered into on the Closing Date by the Company and the PAG Director, in the form of the indemnification agreements to which the other directors of the Company are parties as of the Closing.

"Encumbrance" means any security interest, pledge, mortgage, lien, charge, claim, hypothecation, title defect, right of first option or refusal, right of pre-emption, third-party right or interests, put or call right, adverse claim of ownership or use, or other encumbrance of any kind, other than encumbrances created by virtue of the transactions contemplated by any Transaction Document.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Financial Statements" has the meaning set forth in Section 3.1(j).

"Fundamental Representations" means the representations and warranties set forth in Sections 3.1(a), 3.1(b), 3.1(c), 3.1(d), 3.2(a) and 3.2(b).

"GAAP" means the United States generally accepted accounting principles.

"Governmental Entity" means (i) any national, federal, state, provincial, municipal, local or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, (ii) any public international organization, (iii) any agency, division, bureau, department, or other political subdivision of any government, entity or organization described in the foregoing clause (i) or (ii) of this definition, (iv) any company, business, enterprise, or other entity owned, in whole or in part, or Controlled by any Person described in the foregoing clause (i), (ii) or (iii) of this definition, or (v) any political party.

"Government Official" means (i) any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, (ii) any political party or party official or candidate for political office, (iii) a Politically Exposed Person (PEP) as defined by the Financial Action Task Force (FATF) or Groupe d'action Financière sur le Blanchiment de Capitaux (GAFI); or (iv) any company, business, enterprise or other entity owned, in whole or in part, or Controlled by any Person described in the foregoing clause (i), (ii) or (iii) of this definition.

"Indemnified Liabilities" has the meaning set forth in Section 7.2(a).

"Indemnitees" has the meaning set forth in Section 7.2(a).

"Indemnitor" has the meaning set forth in Section 7.2(a).

"Intellectual Property" means any and all rights in any of the following: (a) trademarks and service marks, trade dress, trade names and other indications of origin, applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith; (b) inventions, discoveries, improvements, ideas, know-how, formula methodology, processes, technology, software (including rights in password unprotected interpretive code or source code, object code, development documentation, programming tools, drawings, specifications and data) and patent applications and patents in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, renewals or extensions; (c) trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; (d) copyrights in writings, designs software, mask works or other works, applications or registrations in any jurisdiction for the foregoing and all moral rights related thereto; (e) database rights; (f) rights in Internet websites, domain names and applications and registrations pertaining thereto; (g) books and records pertaining to the foregoing; and (h) claims or causes of action arising out of past, present or future infringement or misappropriation of any of the foregoing.

"Judgment" has the meaning set forth in Section 3.1(n).

"Key Persons" has the meaning set forth in the Restrictions on Sale Agreement.

"knowledge" means, with respect to any Person, the actual or constructive knowledge of such Person's executive officers (as defined in Rule 405 under the Securities Act) after due inquiry, including inquiry of other officers or employees of such Person.

"Law" means any federal, national, foreign, supranational, state, provincial or local statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law) enacted, issued, promulgated, enforced or entered by any Governmental Entity.

"Loss Threshold" has the meaning set forth in Section 7.2(c).

"Material Adverse Effect" means a material adverse effect on (a) the business, properties, assets, liabilities, operations, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, or (b) the authority or ability of the Company to enter into the Transaction Documents and to perform its obligations thereunder; provided, however, that for purposes of clause (a) above, in no event shall any of the following exceptions, alone or in combination with the other enumerated exceptions below, be deemed to constitute, nor shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: (i) any effect resulting from compliance with the terms and conditions of, or from the announcement of the transactions contemplated by the Transaction Documents, (ii) any effect that results from changes affecting any industry in which the Company or its Subsidiaries operate generally or the economy generally, (iii) any effect that results from changes affecting general worldwide economic or securities, credit or financial markets (including interest rates and exchange rates), so long as such changes in (ii) or (iii), as applicable, do not disproportionately affect the Company and its Subsidiaries taken as a whole in any material respect relative to other similarly situated industry participants, (iv) any pandemic, earthquake, typhoon, tornado or other natural disaster or similar force majeure event, or outbreak or escalation of hostilities or acts of war (whether or not declared) or terrorism, (v) any failure to meet any internal or public projections, forecasts, guidance or analysts' expectations (but the underlying causes that lead to such failure are not exceptions to a Material Adverse Effect unless otherwise indicated in other enumerated exceptions in this paragraph), (vi) any change in the Company's stock price or trading volume or in the Company's credit rating (but the underlying causes that lead to such change are not exceptions to a Material Adverse Effect unless otherwise indicated in other enumerated exceptions in this paragraph), or (vii) changes or developments in GAAP, other applicable accounting rules or applicable Law, or the enforcement or interpretation thereof, or changes or developments in political, regulatory or legislative conditions, in each case as proposed, adopted or enacted after the date hereof.

"Memorandum and Articles" means the Amended and Restated Memorandum and Articles of Association of the Company in effect from time to time.

"Money Laundering Laws" has the meaning set forth in Section 3.1(p).

"Nasdaq" means The Nasdaq Stock Market LLC (The Nasdaq Global Market).

"Net Purchase Price" means the Purchase Price minus the Upfront Fee.

"Notes" means one or more convertible senior notes issued by the Company to the Purchaser at Closing, the form of which is attached hereto as Exhibit A.

"Ordinary Shares" means the Class A Ordinary Shares and Class B Ordinary Shares, collectively.

"PAG Director" means such director of the Company as designated by the Purchaser pursuant to Section 4.2.

"Permits" has the meaning set forth in Section 3.1(o).

"Person" means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, organization, entity or Governmental Entity.

"PFIC" has the meaning set forth in Section 3.1(t).

"PRC" means the People's Republic of China.

"Proceedings" has the meaning set forth in Section 3.1(n).

"Public Documents" means all reports, schedules, forms, statements and other documents required to be filed or furnished by the Company with the SEC from time to time pursuant to the Securities Act or the Exchange Act, together with all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference thereto.

"Purchaser" has the meaning set forth in the Preamble.

"Purchase Price" has the meaning set forth in Section 2.1.

"Purchaser Termination Fee" has the meaning set forth in Section 6.3(a).

"Registered Intellectual Property" has the meaning set forth in Section 3.1(q).

"Registration Rights Agreement" means the Registration Rights Agreement dated as of the Closing Date between the Company and the Purchaser, substantially in the form attached hereto as Exhibit B.

"Restrictions on Sale Agreement" means the Restrictions on Sale Agreement dated as of the Closing Date among (i) Wenjie XIAO, the Chief Executive Officer of the Company and the Chairman of the Board as of the Closing Date, (ii) Yi WU, the President of the Company as of the Closing Date, and (iii) the Purchaser, substantially in the form attached hereto as Exhibit C.

"Sanctions Law and Regulations" means (i) any of the Trading With the Enemy Act, the International Emergency Economic Powers Act, the United Nations Participation Act, or the Syria Accountability and Lebanese Sovereignty Act, or regulations of the US Treasury Department Office of Foreign Assets Controls ("OFAC"), or any export control law or regulation applicable to US-origin goods, or any enabling legislation or executive order relating to any of the above, as collectively interpreted and applied by the US Government at the prevailing point in time, (ii) any U.S. sanctions related to or administered by the U.S. Department of State, or (iii) any sanctions measures or embargos imposed by the United Nations Security Council, Her Majesty's Treasury, the European Union or other relevant sanctions authority.

"Sanctions Target" means (i) any country or territory that is the subject of country-wide or territory-wide sanctions, including, as of the date of this Agreement, Iran, Cuba, Syria, Sudan and North Korea, (ii) a Person that is on the list of Specially Designated Nationals and Blocked Persons published by OFAC or any equivalent list of sanctioned persons issued by the U.S. Department of State, or (iii) a Person that is located in or organized under the laws of a country or territory that is identified as the subject of country-wide or territory-wide Sanctions Law and Regulations.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities" means any Ordinary Shares or any equity interest in, or shares of any class in the share capital (ordinary, preferred or otherwise) of, the Company, and any convertible securities, options, warrants and any other type of equity or equity-linked securities convertible, exercisable or exchangeable for any Ordinary Shares or such equity interest or shares of any class in the share capital of the Company.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Significant Subsidiaries" has the meaning set forth in Section 3.1(d).

"Subsidiary" means, with respect to any specified Person, any other Person that is Controlled by such specified Person and, for the avoidance of doubt, the Subsidiaries of any Person shall include any Variable Interest Entity over which such Person or any of its Subsidiaries effects Control pursuant to contractual arrangements and which is consolidated with such Person in accordance with the accounting standards applicable to such Person. For purposes of this Agreement and the other Transaction Documents, "Subsidiaries" of the Company include each of the Significant Subsidiaries.

"Transaction Documents" means this Agreement, the Notes, the Registration Rights Agreement, the Restrictions on Sale Agreement, and each of the other agreements and documents entered into or delivered thereunder or in connection with therewith.

"Upfront Fee" has the meaning set forth in Section 2.2.

"U.S." or "United States" means the United States of America.

"Variable Interest Entity" means any corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity the accounts of which would be required to be consolidated with those of the Company in the Company's consolidated financial statements if such financial statements were prepared in accordance with GAAP solely because of the application of Accounting Standards Codification Topic 810 (*Consolidation*).

"Voting Company Debt" has the meaning set forth in Section 3.1(d).

Section 1.2 Interpretation.

(a) The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

(b) In this Agreement, except as otherwise provided:

(i) the terms “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”;

(ii) where a reference is made herein to an Article, Section, Exhibit or Schedule, such reference is to an Article, Section, Exhibit or Schedule of this Agreement;

(iii) the words “hereof,” “herein” and “hereunder” and words of similar import refer to this Agreement as a whole;

(iv) any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders;

(iv) references to a Person are also to its successors and permitted assigns; and

(v) references to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued or related to such legislation.

ARTICLE II
PURCHASE AND SALE OF THE NOTES

Section 2.1 Sale and Issuance of the Notes. Subject to the terms and conditions of this Agreement, at the Closing, the Company shall issue and sell to the Purchaser the Notes with an aggregate principal value of US$300,000,000, and the Purchaser shall subscribe for and purchase the Notes from the Company for an aggregate price of US$300,000,000 (being 100% of the face value thereof) (the “Purchase Price”).

Section 2.2 Upfront Fee. The Company agrees that, at and subject to the Closing, it shall pay to the Purchaser an upfront fee in an amount equal to 1.2% of the Purchase Price (the “Upfront Fee”), which shall be netted against the Purchase Price payable by the Purchaser at the Closing.

Section 2.3 Closing.

(a) The closing of the transactions set forth in Section 2.1 (the “Closing”) shall take place remotely via the exchange of documents and signatures on September 16, 2019 or such other date as the parties hereto may mutually agree in writing (the “Closing Date”), so long as the conditions to the Closing set forth in Article V below (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) are satisfied or duly waived as of the Closing Date.

(b) At the Closing, the Purchaser shall (i) pay the Net Purchase Price in U.S. dollars by wire transfer of immediately available funds to a bank account designated in writing by the Company at least three (3) Business Days prior to the Closing Date, (ii) deliver to the Company the Director Indemnification Agreement, duly executed by the PAG Director, and (iii) deliver to the Company the Registration Rights Agreement and Restrictions on Sale Agreement, in each case duly executed by the Purchaser.

(c) At the Closing, the Company shall deliver to the Purchaser:

(i) the Notes, duly executed by the Company, with an aggregate principal value of US$300,000,000 dated as of the Closing Date and registered in the name of the Purchaser;

(ii) a certified copy of the resolutions of the Board approving the entry into and execution of the Transaction Documents and the consummation of all transactions contemplated therein, the issuance of the Notes, and the appointment of the PAG Director;

(iii) a certified copy of the register of directors of the Company reflecting the appointment of the PAG Director to the Board;

(iv) a certificate of good standing in respect of the Company issued by the Registrar of Companies in the Cayman Islands, dated a recent date before the Closing;

(v) the Director Indemnification Agreement, duly executed by the Company;

(vi) the Registration Rights Agreement, duly executed by the Company;

(vii) the Restrictions on Sale Agreement, duly executed by the Key Persons; and

(viii) an opinion of Maples and Calder (Hong Kong) LLP, Cayman Islands counsel to the Company, dated as of the Closing Date and substantially in the form attached hereto as Exhibit D.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representation and Warranties of the Company. The Company represents and warrants to the Purchaser as of the date hereof and as of the Closing Date that, except as set forth in the Public Documents filed prior to the date hereof (without giving effect to any amendment thereto filed on or after the date of this Agreement and excluding disclosures of non-specific risks faced by the Company included in any forward-looking statement, disclaimer, risk factor disclosure or other similarly non-specific statements that are predictive and general in nature):

(a) Organization and Qualification. The Company is an exempted company with limited liability duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands, and each Subsidiary of the Company is duly incorporated or organized, validly existing and in good standing (with respect to jurisdictions that recognize the concept of good standing) under the Laws of its jurisdiction of organization. Each of the Company and its Subsidiaries has the requisite power and authority to own, lease and operate its properties and to carry on its business as currently being conducted, and is duly qualified or licensed to do business in all material respects in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary.

(b) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder. The execution, delivery and performance by the Company of the Transaction Documents, including the issuance of the Notes and the Conversion Securities, have been duly authorized by all necessary corporate action on the part of the Company. Each Transaction Document has been or will be duly executed and delivered by the Company (or, in the case of the Restrictions on Sale Agreement, the Key Persons), and, assuming the due authorization, execution and delivery by the Purchaser or the PAG Director (as applicable), constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) Valid Issuance.

(i) The Notes have been duly authorized for issuance and sale to the Purchaser and, when issued and delivered by the Company against payment therefor by the Purchaser in accordance with the terms hereof, the Notes will be validly issued and constitute legally binding and valid obligations of the Company, enforceable against the Company in accordance with their terms, subject to the Bankruptcy and Equity Exception.

(ii) The Securities issuable upon the conversion of the Notes (the "Conversion Securities") have been duly authorized and validly reserved for issuance. When issued in compliance with the provisions of this Agreement, the Notes and the Memorandum and Articles, the Conversion Securities will be (A) validly issued, fully paid and non-assessable, (B) issued in compliance with applicable securities Laws, and (C) and free from any preemptive or similar rights or any Encumbrance (it being understood that the Conversion Securities may be subject to restrictions on transfer under the applicable securities Laws).

(d) Capitalization; Significant Subsidiaries.

(i) As of September 10, 2019, the authorized share capital of the Company consists of 5,000,000,000 shares with par value of US$0.0001 each, which is divided into 1,889,352,801 Class A Ordinary Shares, 110,647,199 Class B Ordinary Shares and 3,000,000,000 shares of such class or classes (however designated) as the Board may determine in accordance with the Memorandum and Articles, of which 253,289,542 Class A Ordinary Shares and 104,147,199 Class B Ordinary Shares are issued and outstanding. The Company has not issued any shares of capital stock between September 10, 2019 and the Closing Date, except pursuant to the outstanding restricted share units or options set forth in paragraph (ii) below, or otherwise under the Company's share incentive plans referred to in paragraph (ii) below. All issued and outstanding Ordinary Shares and ADSs have been duly authorized and validly issued and are fully paid and non-assessable, were issued in compliance with applicable U.S. and other applicable securities Laws and were not issued in violation of any preemptive right, resale right, right of first refusal, or similar right.

(ii) As of September 10, 2019, no restricted shares, 5,587,352 restricted share units, and options to purchase 13,707,422 Class A Ordinary Shares have been granted and outstanding under (A) the Company's Share Incentive Plan adopted in 2014, as amended, and (B) the Company's Share Incentive Plan adopted in 2017, as amended.

(iii) Except as contemplated under the Transaction Documents or as set forth in or pursuant to Section 3.1(d)(i) or 3.1(d)(ii), (A) no Securities were issued or outstanding; (B) there are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, Securities having the right to vote) on matters on which holders of the Ordinary Shares may vote generally ("Voting Company Debt"); (C) there are no Securities, stock-based performance units, share appreciation rights or other rights, Contracts or undertakings of any kind to which the Company or any of its Subsidiaries is a party or by which the Company is bound, that obligate the Company or any of its Subsidiaries to issue or sell any Securities or Voting Company Debt; and (D) there are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Securities, stock-based performance units or share appreciation rights.

(iv) Other than the Subsidiaries disclosed in Exhibit 8.1 to the Company's annual report on Form 20-F for the Company's most recently completed fiscal year (the "Significant Subsidiaries"), there are no Subsidiaries that meet the definition of a "significant subsidiary" in Rule 1-02(w) of Regulation S-X under the Exchange Act. All outstanding shares of capital stock or other securities of the Significant Subsidiaries are duly authorized, validly issued, fully paid and non-assessable, and all such shares or other securities are owned or controlled, directly or indirectly, by the Company free and clear of any Encumbrance.

(e) No Conflicts. The execution, delivery and performance by the Company of the Transaction Documents, including the issuance of the Notes and the Conversion Securities, will not (i) result in a violation of the Memorandum and Articles, (ii) conflict with, 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, any Contract to which the Company is a party, or (iii) result in a violation of any Law applicable to the Company or by which any property or asset thereof is bound, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(f) Consents. Subject to the accuracy of the representations and warranties of the Purchaser in Section 3.2, the execution, delivery and performance by the Company of the Transaction Documents, including the issuance of the Notes and the Conversion Securities, do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Entity or any other Person, except for filings that may be required to be made with the SEC (e.g., a Form 6-K).

(g) Offering. Subject to the accuracy of the representations and warranties of the Purchaser in Section 3.2, the offer, sale and issuance of the Notes are exempt from the registration requirements of the Securities Act. Without limiting the generality of the foregoing, neither the Company nor any Person acting on its behalf has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D promulgated under the Securities Act) in connection with the offer or sale of the Notes, and no "directed selling efforts" as defined in Rule 902 of Regulation S under the Securities Act have been made in the United States by the Company or any person acting on its behalf in connection with the Notes.

(h) Listing. The Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and the ADSs are listed on the Nasdaq, and the Company has taken no action to terminate the registration of the Ordinary Shares under the Exchange Act or delist the ADSs from the Nasdaq, nor has the Company received any notification that the SEC or the Nasdaq is currently contemplating terminating such registration or listing. The Company is not in violation of any listing requirements of the Nasdaq and has no knowledge of any facts that would reasonably be expected to lead to delisting or suspension of the ADSs from the Nasdaq in the foreseeable future.

(i) Public Documents. The Company has timely filed or furnished all Public Documents. As of their respective filing or furnishing dates, the Public Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act as applicable to the respective Public Documents, and, other than as corrected, clarified or otherwise modified in a subsequent Public Document, none of the Public Documents, at the time they were filed or furnished, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comment letters received from the SEC or its staff.

(j) Financial Statements. As of their respective dates, the financial statements of the Company (including any related notes thereto) included in the Public Documents (the "Financial Statements") (i) complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, (ii) fairly presented the consolidated financial position of the Company as of the dates indicated therein and the consolidated results of operations, cash flows and changes in shareholders' equity for the periods specified therein, except as corrected or clarified in a subsequent Public Document, and (iii) were prepared in accordance with GAAP applied on a consistent basis (except, in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed to summary statements), except as disclosed therein and as permitted under the Exchange Act.

(k) No Undisclosed Liabilities. The Company and its Subsidiaries do not have any liabilities or obligations other than those (i) reflected on, reserved against, or disclosed in the Financial Statements or in the notes thereto, (ii) incurred in the ordinary course of business, (iii) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or (iv) arising under the Transaction Documents. There are no unconsolidated Subsidiaries of the Company or any off-balance sheet arrangements of any type that have not been so described in the Public Documents or the Financial Statements nor any obligations to enter into any such arrangements.

(l) Internal Controls and Procedures. The Company has established and maintains disclosure controls and procedures as such terms are defined in, and required by, Rule 13a-15 or Rule 15d-15 under the Exchange Act. Such disclosure controls and procedures are designed to ensure that all material information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the management of the Company as appropriate to allow timely decisions regarding required disclosure. The Company maintains a system of internal controls over financial reporting sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP. The Company's management evaluated the effectiveness of the Company's internal controls over financial reporting as of December 31, 2018 in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002, and concluded that such controls were effective as of December 31, 2018. The Company's independent registered accountant concluded in its opinion on financial statements that the Company maintained in all material respects effective internal control over financial reporting as of December 31, 2018. Since December 31, 2018, there has been no change in the Company's internal control over financial reporting that has materially adversely affected, or is reasonably likely to materially adversely affect, the Company's internal control over financial reporting.

(m) Absence of Changes. Since December 31, 2018, the Company and its Subsidiaries have conducted their respective businesses in all material respects in the ordinary course of business, and there has not been any event, circumstance, development or change that, individually or in the aggregate, has or would reasonably be expected to have a Material Adverse Effect.

(n) Litigation. None of the Company, any of its Subsidiaries, or any of their respective directors or officers, is a party to any, and there are no pending or, to the Company's knowledge, threatened, legal, administrative, arbitral or other claims, suits, actions or proceedings or governmental or regulatory investigations of any nature ("Proceedings") against the Company or any of its Subsidiaries or their respective assets, except for any Proceedings which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no pending or, to the Company's knowledge, threatened Proceedings that seek to restrain or enjoin the consummation of the transactions contemplated by the Transaction Documents. There is no judgment, order, injunction or decree ("Judgment") outstanding against Company, any of its Subsidiaries, any of their equity interests, material properties or assets, or any of their directors and officers (in their capacity as directors and officers), except for any Judgment which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(o) Compliance with Applicable Laws; Permits. The Company and each of its Subsidiaries have conducted their businesses in compliance with all applicable PRC, U.S. and other national, federal, provincial, state and other Laws except for noncompliance, if any, which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and each of its Subsidiaries have all permits, licenses, authorizations, consents, orders and approvals (collectively, "Permits") of, and have made all filings, applications and registrations with, any Governmental Entity that are required in order to carry on their business as currently conducted, except where the failure to have such Permits or to make such filings, applications or registrations would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and all such Permits are in full force and effect and, to the knowledge of the Company, no suspension or cancellation of any of them is threatened, and all such filings, applications and registrations are current, except where such absence, suspension or cancellation would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) Anticorruption and Sanctions.

(i) No Company Representative has in the past five years violated any Anticorruption Laws, nor has the Company, any of its Subsidiaries or any Company Representative offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, to any Government Official or to any Person under circumstances where such Company Representative knew or ought reasonably to have known (after due and proper inquiry) that all or a portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to a Person: (i) for the purpose of influencing any act or decision of a Government Official in their official capacity, inducing a Government Official to do or omit to do any act in violation of their lawful duties, or securing any improper advantage; or (ii) in a manner which would constitute or have the purpose or effect of public or commercial bribery, acceptance of, or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

(ii) No Company Representative has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Entity or similar agency with respect to any alleged act or omission arising under or relating to any noncompliance with any Anticorruption Law. No Company Representative has received any notice, request, or citation for any actual or potential noncompliance with any of the foregoing in this Section 3.1(q).

(iii) The Company and each Subsidiary of the Company have maintained complete and accurate books and records, including records of payments to any agents, consultants, representatives, third parties, related parties, and Government Officials in accordance with GAAP.

(iv) The operations of the Company and its Subsidiaries have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, and all money laundering-related laws of other jurisdictions where the Company and its Subsidiaries conduct business or own assets, and any related or similar Law issued, administered or enforced by any Governmental Entity (collectively, the "Money Laundering Laws"). No proceeding by or before any Governmental Entity involving the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, is threatened.

(v) At no time during the past five years has the Company or any of its Subsidiaries violated applicable Sanctions Law and Regulations or knowingly engaged in any dealings or transactions with any Person, or in any country or territory, that is a Sanctions Target, nor is the Company or any of its Subsidiaries currently engaged in any such activities.

(q) Intellectual Property. The Company and its Subsidiaries own, or possess the right to use, all of the Intellectual Property, licenses, permits and other authorizations that are reasonably necessary for the operation of their respective businesses. All material registered Intellectual Property and applications for registration of material Intellectual Property anywhere in the world that are owned or filed by the Company or a Subsidiary of the Company (collectively, "Registered Intellectual Property") are owned by the Company or its Subsidiaries, free and clear of any Encumbrance. All Registered Intellectual Property is subsisting, valid and enforceable, currently in compliance with any and all legal requirements necessary to maintain the validity and enforceability thereof and not subject to any outstanding Judgment materially and adversely affecting the Company use thereof or rights thereto or that would materially impair the validity or enforceability thereof. The conduct of the business of the Company and its Subsidiaries as currently conducted does not infringe or otherwise violate any proprietary right or Intellectual Property of any third party, except for such infringements and violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. There are no infringements or other violations of any Intellectual Property owned by the Company or any of its Subsidiaries by any third party, except for such infringements and violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(r) Variable Interest Entities. Each of the entities set forth in Schedule I hereto is a Variable Interest Entity. The Company Controls the Variable Interest Entities through a series of contractual arrangements, and there is no enforceable agreement or understanding to rescind, amend or change the nature of such captive structure or any material terms of such contractual arrangements.

(s) Transactions With Directors and Officers. None of the directors and executive officers of the Company named in the Company's annual report on Form 20-F for the fiscal year ended December 31, 2018 (or in any subsequent Public Documents filed or furnished by the Company with the SEC on or prior to the Closing Date) is presently a party to any transaction with the Company or any of its Subsidiaries (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer or director or any entity in which any officer or director has a substantial interest or is an officer, director, trustee or partner, other than (i) for payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) for other employee benefits.

(t) Passive Foreign Investment Company. The Company does not expect to be a Passive Foreign Investment Company ("PFIC") within the meaning of Section 1297(a) of the United States Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder for the taxable year ending December 31, 2019 and future taxable years, and the Company has no plan or intention to conduct its business in a manner that would be reasonably expected to result in the Company becoming a PFIC in the future under current laws and regulations.

(u) Investment Company. The Company is not, and immediately after receipt of the proceeds from issuance of the Notes will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(v) Brokers and Finders. Neither the Company nor any Person authorized by the Company to act on its behalf is a party to any agreement, arrangement or understanding with any Person that would give rise to any valid right, interest or claim against or upon the Purchaser for any brokerage commission, finder's fee or other similar compensation, as a result of the transactions contemplated by the Transaction Documents.

(w) No Additional Representations. The Company makes no representations or warranties as to any matter whatsoever except as expressly set forth in the Transaction Documents or in any certificate delivered by the Company to the Purchaser in accordance with the terms thereof.

Section 3.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Company as of the date hereof and as of the Closing Date that:

(a) Organization. The Purchaser is duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands, and has the requisite power and authority to carry on its business as currently being conducted.

(b) Authorization; Enforcement; Validity. The Purchaser has the requisite corporate power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. The execution, delivery and performance by the Purchaser of the Transaction Documents to which it is a party have been duly authorized by all necessary corporate action on the part of the Purchaser. Each Transaction Document to which the Purchaser is a party has been or will be duly executed and delivered by the Purchaser (or, in the case of the Director Indemnification Agreement, the PAG Director), and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) No Conflicts. The execution, delivery and performance by the Purchaser of the Transaction Documents to which it is a party will not (i) result in a violation of the organizational or constitutional documents of the Purchaser, (ii) conflict with, 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, any Contract to which the Purchaser is a party, or (iii) result in a violation of any Law applicable to the Purchaser, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under the Transaction Documents to which it is a party. There are no pending or, to the Purchaser's knowledge, threatened Proceedings that seek to restrain or enjoin the consummation of the transactions contemplated by the Transaction Documents.

(d) Consents. Subject to the accuracy of the representations and warranties of the Company in Section 3.1, the execution, delivery and performance by the Purchaser of the Transaction Documents to which it is a party do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Entity or any other Person, except for filings that may be required to be made with the SEC.

(e) Status and Investment Intent.

(i) The Purchaser is either (A) an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act or (B) not a "U.S. person" within the meaning of Regulation S under the Securities Act.

(ii) The Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Notes, and is capable of bearing the economic risks of such investment.

(iii) The Purchaser is acquiring the Notes for its own account and not with a view to the distribution thereof in violation of the Securities Act.

(iv) The Purchaser was not identified or contacted through the marketing of the transactions contemplated by this Agreement. The Purchaser did not contact the Company as a result of any general solicitation or directed selling efforts.

(v) The Purchaser acknowledges that the Notes are "restricted securities" that have not been registered under the Securities Act or any applicable state securities Law, and may only be offered, sold or otherwise transferred except pursuant to an effective registration statement under the Securities Act or an exemption from registration under the Securities Act.

(f) Sufficient Funding. The Purchaser will have at its disposal sufficient funding on the Closing Date to pay the Net Purchase Price and consummate the transactions contemplated hereby.

(g) Restrictive Legend. The Purchaser understands that each share certificate representing any Class A Ordinary Shares received by the Purchaser upon conversion of the Notes will be endorsed, until no longer required, with the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (AS AMENDED, THE "SECURITIES ACT") OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTIONS. THESE SECURITIES MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (2) AN EXEMPTION OR QUALIFICATION UNDER APPLICABLE SECURITIES LAWS. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THESE SECURITIES IN VIOLATION OF THE FOREGOING RESTRICTIONS SHALL BE NULL AND VOID.

(h) Brokers and Finders. Neither the Purchaser nor any Person authorized by the Purchaser to act on its behalf is a party to any agreement, arrangement or understanding with any Person that would give rise to any valid right, interest or claim against or upon the Company for any brokerage commission, finder's fee or other similar compensation, as a result of the transactions contemplated by the Transaction Documents.

(i) No Additional Representations. The Purchaser makes no representations or warranties as to any matter whatsoever except as expressly set forth in the Transaction Documents or in any certificate delivered by the Purchaser to the Company in accordance with the terms thereof.

ARTICLE IV
COVENANTS

Section 4.1 Reservation of Shares. At any time when any portion of the Notes is outstanding, the Company shall maintain a reserve from its duly authorized but unissued shares, sufficient Class A Ordinary Shares to enable the Company to comply with its obligations to issue the Conversion Securities upon the conversion of the Notes in accordance with the terms and conditions of the Notes.

Section 4.2 Board Representation. The Company shall take all necessary or desirable actions as may be required under applicable Law and the Memorandum and Articles to (a) cause an individual designated by the Purchaser in consultation with the Company to be appointed as the initial PAG Director at the Closing, and (b) for so long as the Purchaser (collectively with its Affiliates) beneficially owns Notes and/or Conversion Securities that represent no less than 50% of the Notes and/or Conversion Securities owned by the Purchaser immediately after the Closing (in each case on an as-converted basis and as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Conversion Securities), cause the same individual or another individual designated by the Purchaser in consultation with the Company to be re-elected or appointed as the PAG Director from time to time after the Closing. In the event that the Purchaser (collectively with its Affiliates) ceases to meet the beneficial ownership threshold set forth in the preceding sentence, the Purchaser shall cause the PAG Director to promptly resign from the Board upon the Company's written request.

Section 4.3 Compliance and Other Actions Prior to Closing. Except as contemplated under the Transaction Documents, from the date hereof until the Closing Date, the Company shall, and shall cause each of its Subsidiaries to (a) conduct its business and affairs in the ordinary course of business, and (b) not take any action, or omit to take any action, that would reasonably be expected to make (i) any of its representations and warranties in the Transaction Documents untrue as of the Closing Date, or (ii) any of the conditions precedent set forth in Sections 5.1 and 5.2 not to be satisfied on the Closing Date.

Section 4.4 Information Rights. For so long as the Purchaser (collectively with its Affiliates) beneficially owns Notes and/or Conversion Securities that represent no less than 50% of the Notes and/or Conversion Securities owned by the Purchaser immediately after the Closing (in each case on an as-converted basis and as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Conversion Securities), the Company shall permit, and shall cause each of its Significant Subsidiaries to permit, the Purchaser or its representatives, during normal business hours following reasonable notice by the Purchaser to the Company and to the extent not materially interfering with the business of the Company or that Significant Subsidiary, to (i) visit and inspect any of the properties of the Company or any of its Significant Subsidiaries, (ii) examine the books of account and records of the Company or any of its Significant Subsidiaries, and (iii) discuss the affairs, finances and accounts of the Company or any of its Significant Subsidiaries with the directors, officers, and management employees of the Company or any of its Significant Subsidiaries.

Section 4.5 Directors and Officers Insurance. The Company shall as from the Closing maintain or procure the maintenance of reasonable director and officer indemnity insurance policies with one or more reputable insurance companies in respect of all directors of the Company. In all such insurance policies, the PAG Director shall be named as an insured in such a manner as to provide such PAG Director the same rights and benefits as are accorded to the most favorably insured of the Company's directors.

Section 4.6 Lockup. The Purchaser shall not, without the prior written consent of the Company, transfer, resell, pledge or otherwise encumber the Note or any portion thereof during the period starting on the Closing Date and ending on the ninetieth (90th) day after the Closing Date.

Section 4.7 Further Assurances. Each party hereto agrees to use its reasonable best efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated by this Agreement on a timely basis. The parties shall cooperate with each other and, generally, do such other reasonable acts and things in good faith as may be necessary to effectuate the intents and purposes of the Transaction Documents, subject to the terms and conditions thereof and compliance with applicable Law.

ARTICLE V
CONDITIONS PRECEDENT

Section 5.1 Conditions to Each Party's Obligations. The obligations of the parties to consummate the transactions contemplated under this Agreement are subject to the satisfaction, on the Closing Date, of the following condition:

(a) No Law or Judgment entered by or with any Governmental Entity with competent jurisdiction shall be enacted, enforced or issued and in effect that enjoins or prohibits or fundamentally alters the terms of the transactions contemplated by the Transaction Documents.

Section 5.2 Conditions to the Purchaser's Obligations. The obligations of the Purchaser to consummate the transactions contemplated under this Agreement are subject to the satisfaction, on the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(a) The representations and warranties of the Company contained in Section 3.1 hereof shall be true and correct as of the date hereof and as of the Closing Date in all material respects (except for those representations and warranties that are qualified by materiality or Material Adverse Effect, which shall be true and correct to such extent).

(b) The Company shall have performed and complied with, in all material respects, the covenants, obligations and agreements required under the Transaction Documents to be performed or complied with by the Company on or prior to the Closing Date, including providing all deliverables set forth in Section 2.3(c) hereof.

(c) There shall not exist or have occurred any event, circumstance, development or change that, individually or in the aggregate, has or would reasonably be expected to have a Material Adverse Effect.

(d) The Company shall have delivered to the Purchaser a certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company, certifying to the satisfaction of the conditions specified in Sections 5.2(a), (b) and (c) above.

Section 5.3 Conditions to the Company's Obligations. The obligations of the Company to consummate the transactions contemplated under this Agreement are subject to the satisfaction, on the Closing Date, of the following conditions, any of which may be waived in writing by the Company in its sole discretion:

(a) The representations and warranties of the Purchaser contained in Section 3.2 hereof shall be true and correct as of the date hereof and as of the Closing Date in all material respects (except for those representations and warranties that are qualified by materiality or material adverse effect, which shall be true and correct to such extent).

(b) The Purchaser shall have performed and complied with, in all material respects, the covenants, obligations and agreements required under the Transaction Documents to be performed or complied with by the Purchaser on or prior to the Closing Date, including providing all deliverables set forth in Section 2.3(b) hereof.

(c) The Purchaser shall have delivered to the Company a certificate, dated as of the Closing Date, executed by a duly authorized officer of the Purchaser, certifying to the satisfaction of the conditions specified in Sections 5.3(a) and (b) above.

ARTICLE VI
TERMINATION

Section 6.1 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement abandoned at any time prior to the Closing:

(a) by mutual written agreement of the parties hereto;

(b) by either party hereto if any Law or final, non-appealable injunction or order shall have been enacted or issued which has the effect of prohibiting the transactions contemplated hereunder; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(b) shall not be available to a party if the issuance of such Law, injunction or order was initiated by, or primarily due to a breach by, such party of this Agreement;

(c) by either party hereto if the Closing shall not have occurred within 180 days of the date hereof; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(c) shall not be available to any party if the failure of the Closing to occur on or prior to such date was primarily due to a breach by such party of this Agreement;

(d) by the Purchaser if there is a material breach by the Company of any of its representations, warranties, covenants, obligations or agreement hereunder that would give rise to failure of the conditions set forth in Section 5.2 to be satisfied, which breach is not cured within 20 Business Days following the Purchaser's delivery of a written notice thereof to the Company;

(e) by the Company if there is a material breach by the Purchaser of any of its representations, warranties, covenants, obligations or agreement hereunder that would give rise to failure of the conditions set forth in Section 5.3 to be satisfied, which breach is not cured within 20 Business Days following the Company's delivery of a written notice thereof to the Purchaser;

(f) by the Company if (i) all of the conditions set forth in Section 5.1 and Section 5.2 have been satisfied or, in the case of any condition set forth in Section 5.2, waived by the Purchaser (other than delivery of items to be delivered at the Closing and other than satisfaction of those conditions that by their nature are to be satisfied by actions taken at the Closing), (ii) the Company has notified the Purchaser in writing that all conditions set forth in Section 5.3 have been satisfied or that the Company is willing to irrevocably waive any unsatisfied conditions in Section 5.3, and the Company is ready, willing and able to consummate the transactions contemplated by this Agreement (it being agreed that such notice shall not be given earlier than the Closing Date), and (iii) the Purchaser fails to consummate the transactions contemplated by this Agreement within three (3) Business Days following the Company's delivery of such notice (and such failure is not primarily caused by the Company); or

(g) by the Purchaser if (i) all of the conditions set forth in Section 5.1 and Section 5.3 have been satisfied or, in the case of any condition set forth in Section 5.3, waived by the Company (other than delivery of items to be delivered at the Closing and other than satisfaction of those conditions that by their nature are to be satisfied by actions taken at the Closing), (ii) the Purchaser has notified the Company in writing that all conditions set forth in Section 5.2 have been satisfied or that the Purchaser is willing to irrevocably waive any unsatisfied conditions in Section 5.2, and the Purchaser is ready, willing and able to consummate the transactions contemplated by this Agreement (it being agreed that such notice shall not be given earlier than the Closing Date), and (iii) the Company fails to consummate the transactions contemplated by this Agreement within three (3) Business Days following the Purchaser's delivery of such notice (and such failure is not primarily caused by the Purchaser).

Section 6.2 Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, it shall become null and void and of no further force and effect, except that the provisions of this Section 6.2, Section 6.3 and Article VII shall remain in full force and effect; provided that nothing herein shall relieve any party hereto from liability for any breach of this Agreement that occurred prior to such termination.

Section 6.3 Purchaser Termination Fee; Company Termination Fee.

(a) In the event this Agreement is terminated pursuant to Section 6.1(f), the parties hereto agree that the Company shall have suffered a loss of value of an incalculable nature and amount, unrecoverable in Law, and the Purchaser shall pay to the Company a fee of US$60,000,000 (the "Purchaser Termination Fee"), it being understood that in no event shall the Purchaser be required to pay the Purchaser Termination Fee on more than one occasion. The Purchaser Termination Fee shall be payable in immediately available funds by wire transfer no later than five (5) Business Days after such termination.

(b) In the event this Agreement is terminated pursuant to Section 6.1(g), the parties hereto agree that the Purchaser shall have suffered a loss of value of an incalculable nature and amount, unrecoverable in Law, and the Company shall pay to the Purchaser a fee of US$60,000,000 (the "Company Termination Fee"), it being understood that in no event shall the Company be required to pay the Company Termination Fee on more than one occasion. The Company Termination Fee shall be payable in immediately available funds by wire transfer no later than five (5) Business Days after such termination.

(c) The parties hereto acknowledge and agree that (i) the agreements contained in this Section 6.3 are an integral part of the transactions contemplated by this Agreement, (ii) the damages resulting from termination of this Agreement under circumstances where the Purchaser Termination Fee or the Company Termination Fee is payable are uncertain and incapable of accurate calculation and therefore, the Purchaser Termination Fee or the Company Termination Fee, as applicable, is not a penalty but rather constitutes liquidated damages in a reasonable amount that will compensate the Company or the Purchaser, as applicable, for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, and (iii) without these agreements, the parties hereto would not enter into this Agreement. Accordingly, if the Purchaser or the Company fails to timely pay the amount due pursuant to this Section 6.3, and, in order to obtain such payment, the Company or the Purchaser, as applicable, commences a suit, action or other proceeding that results in a judgment in its favor, the Purchaser or the Company, as applicable, shall pay to the Company or the Purchaser, as applicable, its reasonable and documented out-of-pocket costs and expenses (including attorneys' fees and expenses) in connection with such suit, action or other proceeding, together with interest on the amount of such payment from the date such payment was required to be made until the date of payment at a rate per annum equal to the prime interest rate published in The Wall Street Journal on the date such interest begins accruing.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Survival. Other than the Fundamental Representations, which shall survive the Closing indefinitely, the representations and warranties of the parties set forth in Article III shall survive the Closing until the date that is 18 months after the Closing. All of the covenants, obligations and agreements of the parties contained in this Agreement shall survive the Closing until fully performed in accordance with their terms.

Section 7.2 Indemnification.

(a) From and after the Closing, each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party, its Affiliates and their respective officers, directors, employees and agents (collectively, the "Indemnitees") from and against any and all suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith, including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of or arising out of the breach by the Indemnitor of any representation, warranty, covenant, obligation or agreement contained in the Transaction Documents.

(b) No Indemnitor shall be liable for any Indemnified Liabilities in respect of punitive damages. No Indemnitee shall be entitled to recover from the Indemnitor more than once in respect of the same Indemnified Liabilities suffered.

(c) No Indemnitor shall be entitled to recover any Indemnified Liabilities, other than with respect to breaches of Fundamental Representations, until such time as the aggregate amount of all such Indemnified Liabilities that have been suffered or incurred by any one or more Indemnitees exceeds US$3,000,000 (the "Loss Threshold"), provided, however, that (i) once the aggregate amount of all such Indemnified Liabilities exceeds the Loss Threshold, the Indemnitor shall be liable for all such Indemnified Liabilities (including the Loss Threshold), and (ii) only for the purpose of determining the amount of Indemnified Liabilities under this Section 7.2(c) (and not for determining whether any misrepresentation or breach of representations or warranties have occurred), the representations and warranties herein shall be deemed to have been made without being qualified by "materiality" or "Material Adverse Effect" or similar qualifiers, except that this item (ii) shall not apply to the extent that (x) any such representation or warranty relates to whether a Material Adverse Effect has occurred, or (y) any such qualifier is used to limit or restrict an exception from any such representation or warranty.

(d) The maximum aggregate amount of Indemnified Liabilities that the Indemnitees will be entitled to recover, other than with respect to breaches of any Fundamental Representations, shall be limited to US$150,000,000. The maximum aggregate amount of Indemnified Liabilities that the Indemnitees will be entitled to recover for breaches of Fundamental Representations (inclusive and not in duplication of the amounts referred to in the preceding sentence) shall be limited to US$300,000,000.

(e) The amount of any Indemnified Liabilities for which indemnification is provided under this Section 7.2 shall be reduced by (i) any amounts that have been actually and irrevocably recovered by any Indemnitee from any third party, and (ii) any insurance proceeds or other cash receipts or source of reimbursement that have been actually and irrevocably received by any Indemnitee, in each case with respect to such Indemnified Liabilities and net of any costs of recovery. If any amount to be reduced under this Section 7.2(e) from any payment required under this Section 7.2 is determined after the date on which the Indemnitor has paid such indemnification claim, the Indemnitee shall reasonably promptly reimburse the Indemnitor any amount that the Indemnitor would not have had to pay had such determination been made at the time of such indemnification payment by the Indemnitor.

(f) Notwithstanding any other provision contained herein and except in the case of fraud or willful misconduct, the remedies contained in this Section 7.2 shall be the sole and exclusive monetary remedy of the Indemnitees for any claim arising out of or resulting from this Agreement and the other Transaction Documents; provided that the foregoing shall not limit a party's right to seek specific performance or other equitable remedies in any court of competent jurisdiction.

(g) Notwithstanding any other provision contained herein, no limitation or exceptions with respect to the obligations or liabilities on either party provided hereunder shall apply to Indemnified Liabilities incurred by any Indemnitee arising due to the fraud or willful misconduct of an Indemnitor.

Section 7.3 Costs and Expenses. Each party shall bear and pay its own costs, fees and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby.

Section 7.4 Confidentiality. Except as required by applicable Law, the existence, status and provisions of the Transaction Documents, the status and content of any discussion between the Company and the Purchaser, and any information exchanged between the parties and their respective Affiliates and representatives in connection with the Transaction Documents and the transactions contemplated thereby, will be kept confidential by the parties and will not be disclosed by any of them to any third party without the prior written consent of the other party, unless such information is or becomes known to the recipient from a source other than the parties, or is or becomes publicly known; provided that any party may disclose such information to (a) its Affiliates, partners, financing providers and any officer, director, employee, adviser, accountant or representative of such party or its Affiliates, partners or financing providers, on a need-to-know and confidential basis, and (b) to any Governmental Entity having jurisdiction over such party or its Affiliates.

Section 7.5 Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws thereunder.

(b) Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong.

(c) It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

Section 7.6 Notices. All notices and other communications given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) upon receipt, when delivered personally; (b) one Business Day after deposit with an internationally recognized overnight courier service; or (c) when sent by confirmed electronic mail if sent during normal business hours of the recipient, or if not, then on the next Business Day, in each case properly addressed to the party to receive the same. The addresses of the parties for such communications are:

If to the Company:

LexinFintech Holdings Ltd. (□□□□□□□□)
Address: 27/F CES Tower
No. 3099 Keyuan South Road
Nanshan District, Shenzhen 518052
The People's Republic of China
Email: [Email address]
Attention: Jay Wenjie Xiao

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

Skadden, Arps, Slate, Meagher & Flom LLP
Address: c/o 42/F Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Email: [Email address]
Attention: Z. Julie Gao

If to the Purchaser:

PAGAC Lemongrass Holding I Limited
Address: 15F, AIA Central
1 Connaught Road Central, Hong Kong
Email: [Email address]
Attention: Jon Lewis

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

Fenwick & West LLP
Address: Unit 908, 9th Floor, Kerry Parkside Office
No. 1155 Fang Dian Road
Pudong New Area, Shanghai 201204
The People's Republic of China
Email: [Email address]
Attention: Niping Wu

A party may change or supplement the addresses given above by giving the other party written notice thereof in the manner set forth above.

Section 7.7 Successors and Assigns; No Third Party Beneficiaries.

(a) Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party; provided, however, that the Purchaser may assign any of its rights, interests or obligations hereunder to any of its Affiliates without the consent of the Company.

(b) This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided in this Agreement, nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

Section 7.8 Specific Performance. The parties hereto acknowledge and agree that irreparable harm would occur for which money damages would not be an adequate remedy if any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that, in addition to any other remedies at law or in equity, each party hereto shall be entitled to injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement without posting any bond or other undertaking.

Section 7.9 Amendment; Waiver.

(a) This Agreement may be amended, modified or supplemented only by a written instrument duly executed by all the parties hereto.

(b) The observance of any provision in this Agreement may be waived only by the written consent of the party against whom such waiver is to be effective. No failure or delay on the part of any party to exercise any right hereunder shall operate as waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

Section 7.10 Entire Agreement. This Agreement and the other Transaction Documents, together with all the schedules and exhibits hereto and thereto and the certificates and other written instruments delivered in connection therewith from time to time on and following the date hereof, constitute and contain the entire agreement of the parties with respect to the subject matters hereof and thereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties with respect to such subject matters.

Section 7.11 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use commercially reasonable efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement, which most nearly effects the parties' intent in entering into this Agreement.

Section 7.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

LEXINFINTECH HOLDINGS LTD.
(□□□□□□□□)

By: /s/ Wenjie Xiao
Name: Wenjie Xiao
Title: Chairman and Chief executive officer

[Signature Page to Convertible Note Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

PAGAC LEMONGRASS HOLDING I LIMITED

By: /s/ David Jaemin Kim
Name: David Jaemin Kim
Title: Authorized Signatory

[Signature Page to Convertible Note Purchase Agreement]

LIST OF SCHEDULES AND EXHIBITS

Schedule I	List of Variable Interest Entities
Exhibit A	Form of Convertible Note
Exhibit B	Form of Registration Rights Agreement
Exhibit C	Form of Restrictions on Sale Agreement
Exhibit D	Form of Cayman Legal Opinion

Schedule I

List of Variable Interest Entities

Consolidated Affiliated Entities:

Shenzhen Xinjie Investment Co., Ltd., a PRC company

Beijing Lejiaxin Network Technology Co., Ltd., a PRC company

Shenzhen Qianhai Dingsheng Asset Management Co., Ltd., a PRC company

Shenzhen Mengtian Technology Co., Ltd., a PRC company

Shenzhen Fenqile Network Technology Co., Ltd., a PRC company

Subsidiaries of Consolidated Affiliated Entities:

Ji’an Fenqile Network Microcredit Co., Ltd., a PRC company

Shenzhen Fenqile Trading Co., Ltd., a PRC company

Shenzhen Lexin Financing Guarantee Co., Ltd., a PRC company

Shenzhen Qianhai Juzi Information Technology Co., Ltd., a PRC company

Shenzhen Tiqianle Network Technology Co., Ltd., a PRC company

Shenzhen Dingsheng Computer Technology Co., Ltd., a PRC company

Exhibit A

Form of Convertible Note

Exhibit B

Form of Registration Rights Agreement

Exhibit C

Form of Restrictions on Sale Agreement

Exhibit D

Form of Cayman Legal Opinion

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER SECURITIES LAWS. THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

CONVERTIBLE SENIOR NOTE

US$300,000,000 **September 16, 2019**

Subject to the terms and conditions of this Convertible Senior Note (the "Note"), for good and valuable consideration received, LexinFintech Holdings Ltd. (□□□□□□□□), an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), promises to pay to the order of PAGAC Lemongrass Holding I Limited, a Cayman Islands exempted company (such party and any other permitted transferee, the "Holder"), the principal amount of US$300,000,000, plus accrued and unpaid interest thereon at the rate provided below, on September 16, 2026 (the "Maturity Date"), or such earlier date as may be otherwise provided herein, unless the outstanding principal, together with accrued interest, is settled in accordance with Article 3 of the Note.

The Note is issued pursuant to, and in accordance with, the Convertible Note Purchase Agreement, dated September 11, 2019 (the "Note Purchase Agreement"), between the Company and the Holder, and is subject to the provisions thereof.

The following is a statement of the rights of the Holder of the Note and the terms and conditions to which the Note is subject, and to which the Holder hereof, by the acceptance of the Note, agrees:

ARTICLE 1
DEFINITIONS

"Additional ADSs" shall have the meaning ascribed to such term in Section 4.1(a).

"ADS" means an American depositary share, representing two Class A Shares of the Company as of the date of this Note.

"ADS Depositary" means the depositary for the ADSs, being The Bank of New York Mellon as of the date of this Note.

"ADS Price" shall have the meaning ascribed to such term in Section 4.1(c).

"Board of Directors" means the board of directors of the Company or a committee of such board duly authorized to act for it hereunder.

"Business Day" means any day that is not a Saturday, a Sunday or another day on which banks are required or authorized by Law to be closed in the People's Republic of China, Hong Kong or New York City.

"Capital Stock" means for any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that Person.

"Class A Shares" means Class A ordinary shares in the share capital of the Company, par value US$0.0001 per share as of the date of this Note, subject to Section 4.4.

"Clause A Distribution" shall have the meaning ascribed to such term in Section 4.2(c).

"Clause B Distribution" shall have the meaning ascribed to such term in Section 4.2(c).

"Clause C Distribution" shall have the meaning ascribed to such term in Section 4.2(c).

"close of business" means 5:00 p.m. (New York City time).

"Common Equity" of any Person means ordinary share capital or Capital Stock of such Person that is generally entitled (a) to vote in the election of directors of such Person or (b) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"Company" shall have the meaning ascribed to such term in the Preamble.

"Company Notice" shall have the meaning ascribed to such term in Section 5.1(a).

"Control" (including the terms "Controlled by" and "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, provided, that such power shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of fifty percent (50%) of the outstanding voting securities of such Person or the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Conversion Date" shall have the meaning ascribed to such term in Section 3.3(a).

"Conversion Notice" shall have the meaning ascribed to such term in Section 3.3(a).

"Conversion Period" means the period commencing on the date that falls six (6) months after the Issue Date, and ending on the third Business Day immediately preceding the Maturity Date (both dates inclusive).

"Conversion Rate" shall have the meaning ascribed to such term in Section 3.2.

"Default" means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

"Defaulted Amounts" means any amounts on this Note (including principal, interest, the Repurchase Price and the Fundamental Change Repurchase Price) that are payable but are not punctually paid or duly provided for.

"Distributed Property" shall have the meaning ascribed to such term in Section 4.2(c).

"Effective Date" shall have the meaning ascribed to such term in Section 4.1(c).

"Event of Default" shall have the meaning ascribed to such term in Section 2.4.

"Ex-Dividend Date" means the first date on which the Class A Shares, ADSs representing Class A Shares (or other applicable securities) trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Company, the ADS Depositary, or, if applicable, from the seller of the Class A Shares, ADSs representing Class A Shares (or other applicable securities) on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Expiring Rights" means any rights, options or warrants to purchase Class A Shares or ADSs that expire on or prior to the Maturity Date.

"Fundamental Change" shall be deemed to have occurred at the time after the Note is originally issued if any of the following occurs:

(a) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Company, its Subsidiaries, the employee benefit plans of the Company and its Subsidiaries and any of the Permitted Holders, files any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Company's Common Equity (including Common Equity held in the form of ADSs) representing more than 50% of the voting power of the Company's Common Equity;

(b) the consummation of (i) any recapitalization, reclassification or change of the Class A Shares or the ADSs (other than changes resulting from a subdivision or combination) as a result of which the Class A Shares or the ADSs would be converted into, or exchanged for, stock, other securities, other property or assets; (ii) any share exchange, consolidation, merger, amalgamation or scheme of arrangement of the Company pursuant to which the Class A Shares or the ADSs will be converted into cash, securities or other property; or (iii) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one of the Company's Subsidiaries; provided, however, that a transaction described in clause (ii) in which the holders of all classes of the Company's Common Equity immediately prior to such transaction own, directly or indirectly, more than 50% of the voting power of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions vis-a-vis each other as such ownership immediately prior to such transaction shall not be a Fundamental Change pursuant to this clause (b);

(c) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; or

(d) the ADSs (or other common equity or ADSs in respect of common equity underlying the Note) cease to be listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors);

provided, however, that a transaction or transactions described in clause (a) or (b) above shall not constitute a Fundamental Change if at least 90% of the consideration received or to be received by holders of the ADSs, excluding cash payments for any fractional ADS and cash payments made in connection with dissenters' appraisal rights, in connection with such transaction or transactions consists of shares of Common Equity or American depositary shares in respect of Common Equity that are listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions, and, as a result of such transaction or transactions, the Note becomes convertible into such consideration, excluding cash payments for any Fractional ADS and cash payments made in connection with dissenters' appraisal rights.

"Fundamental Change Company Notice" shall have the meaning ascribed to such term in Section5.2(c) .

"Fundamental Change Repurchase Date" shall have the meaning ascribed to such term in Section 5.2(a) .

"Fundamental Change Repurchase Notice" shall have the meaning ascribed to such term in Section 5.2(b)(i).

"Fundamental Change Repurchase Price" shall have the meaning ascribed to such term in Section 5.2(a) .

"Governmental Authority" means any federal, national, foreign, supranational, state, provincial, local, municipal or other political subdivision or other government, governmental, regulatory or administrative authority, agency, board, bureau, department, instrumentality or commission, any court, tribunal, judicial or arbitral body of competent jurisdiction, any self-regulatory organization or any stock exchange.

"HKIAC" shall have the meaning ascribed to such term in Section 11.7(a).

"Holder" shall have the meaning ascribed to such term in the Preamble.

"Interest Payment Date" means March 31 and September 30 of each year, beginning on March 31, 2020.

"Issue Date" means September 16, 2019.

"Last Reported Sale Price" of any securities on any date means the closing sale price per security (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the NASDAQ Global Market (or the principal U.S. national or regional securities exchange on which such securities are traded). If such securities are not listed for trading on a U.S. national or regional securities exchange on the relevant date, the "Last Reported Sale Price" shall be the last quoted bid price for such securities in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If such securities are not so quoted, the "Last Reported Sale Price" shall be the average of the midpoint of the last bid and ask prices for such securities on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Company for this purpose. If there is no bid price or no ask price for such securities on the relevant date, then the "Last Reported Sale Price" shall be the value per security of such securities as of the close of business on the relevant date as determined by a nationally recognized independent investment banking firm retained by the Company for such purpose as most accurately reflecting the per security price that a fully informed buyer, acting on his own accord, would pay to a fully informed seller, acting on his own accord in an arms-length transaction, for one such security. For so long as the Class A Shares are represented by ADSs, the "Last Reported Sale Price" of the Class A Shares on any date shall be the Last Reported Sale Price of the ADSs on that date, *divided by* the number of Class A Shares then represented by one ADS.

"Law" means any federal, national, foreign, supranational, state, provincial or local statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law) enacted, issued, promulgated, enforced or entered by any Governmental Authority.

"Make-Whole Fundamental Change" means any transaction or event described in clause (a), (b) or (d) of the definition of Fundamental Change (determined after giving effect to any exceptions to or exclusions from such definition, including in the proviso immediately succeeding clause (d) of the definition thereof, but without regard to the proviso in clause (b) of the definition thereof).

"Maturity Date" shall have the meaning ascribed to such term in the Preamble.

"Merger Event" shall have the meaning ascribed to such term in Section 4.4(a).

"Note" shall have the meaning ascribed to such term in the Preamble.

"Note Purchase Agreement" shall have the meaning ascribed to such term in the Preamble.

"Officer" means, with respect to the Company, the Chairman of the Board of Directors, President, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the Secretary, any Executive or any Vice President (whether or not designated by a number or numbers or word or words added before or after the title "Vice President").

"Officer's Certificate," when used with respect to the Company, means a certificate that is delivered to the Holder and that is signed by the principal executive, financial or accounting officer of the Company. Each such certificate shall include (a) a statement that the person making such certificate is familiar with the requested action and the Note; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statement contained in such certificate is based; (c) a statement that, in the judgment of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed judgment as to whether or not such action is permitted by the Note; and (d) a statement as to whether or not, in the judgment of such person, such action is permitted by the Note, if and to the extent required by the provisions of the Note.

"open of business" means 9:00 a.m. (New York City time).

"Permitted Holders" means Mr. Wenjie Xiao, together with any other respective "person" or "group" subject to aggregation of ordinary share capital of the Company (including ordinary share capital held in the form of ADSs) with Mr. Wenjie Xiao under Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder.

"Person" means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, organization, entity or Governmental Authority.

"PFIC" shall have the meaning ascribed to such term in Section 6.11.

"Record Date" means, with respect to any dividend, distribution or other transaction or event in which the holders of the Class A Shares (directly or in the form of ADSs) (or other applicable security) have the right to receive any cash, securities or other property or in which the Class A Shares (directly or in the form of ADSs) (or such other security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of security holders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors, statute, contract or otherwise).

"Reference Property" and "unit of Reference Property" have the meanings ascribed thereto in Section 4.4.

"Regular Record Date" means, with respect to any Interest Payment Date, March 15 or September 15 (whether or not such day is a Business Day) immediately preceding the applicable March 31 or September 30 Interest Payment Date, respectively.

"Repurchase Date" shall have the meaning ascribed to such term in Section 5.1(a).

"Repurchase Expiration Time" shall have the meaning ascribed to such term in Section 5.1(a).

"Repurchase Notice" shall have the meaning ascribed to such term in Section 5.2(b).

"Repurchase Price" shall have the meaning ascribed to such term in Section 5.1(a).

"Restrictions on Sale Agreement" shall have the meaning ascribed to such term in the Note Purchase Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Significant Subsidiary" means a Subsidiary of the Company that meets the definition of "significant subsidiary" in Article 1, Rule 1-02 of Regulation S-X under the Exchange Act.

"Spin-Off" shall have the meaning ascribed to such term in Section 4.2(c).

"Subsidiary" means, with respect to any specified Person, any other Person that is Controlled by such specified Person and, for the avoidance of doubt, the Subsidiaries of any Person shall include any Variable Interest Entity over which such Person or any of its Subsidiaries effects Control pursuant to contractual arrangements and which is consolidated with such Person in accordance with the accounting standards applicable to such Person.

"Successor Company" shall have the meaning ascribed to such term in Section 7.1(a) .

"Trading Day" means a day on which (i) trading in the ADSs (or other security for which a closing sale price must be determined) generally occurs on The NASDAQ Global Market or, if the ADSs (or such other security) are not then listed on The NASDAQ Global Market, on another principal U.S. national or regional securities exchange on which the ADSs (or such other security) are then listed or, if the ADSs (or such other security) are not then listed on a U.S. national or regional securities exchange, on another principal market on which the ADSs (or such other security) are then traded and (ii) a Last Reported Sale Price of the ADSs (or closing sale price for such other security) is available on such securities exchange or market; provided that if the ADSs (or such other security) are not so listed or traded, "Trading Day" means a Business Day.

"Transaction Documents" shall have the meaning ascribed to such term in the Note Purchase Agreement.

"Trigger Event" shall have the meaning ascribed to such term in Section 4.2(c).

"U.S." means the United States of America.

"US$" or "$" means the United States dollar, the lawful currency of the United States of America.

"Valuation Period" shall have the meaning ascribed to such term in Section 4.2(c).

"Variable Interest Entity" shall have the meaning ascribed to such term in the Note Purchase Agreement.

ARTICLE 2
INTEREST; PAYMENTS; DEFAULTS

2.1 Interest Rate. The principal amount outstanding under the Note shall bear interest at a rate of 2.0% per annum until the Maturity Date or such earlier time as the principal becomes due and payable hereunder, whether through redemption upon an Event of Default or otherwise. Interest on the Note shall accrue from the Issue Date or from the most recent date on which interest then accrued has been fully paid for or duly provided for. Interest shall be payable semi-annually in arrears on each Interest Payment Date. Accrued interest on the Note shall be computed on the basis of a 360-day year composed of twelve 30-day months and, for partial months, on the basis of actual days elapsed over a 30-day month.

2.2 Payment. All amounts payable on or in respect of the Note or the indebtedness evidenced hereby shall be paid to the Holder in U.S. dollars, in immediately available funds on the date that any principal or interest payment is due and payable hereunder. The Company shall make such principal or interest payments to the Holder by wire transfer of immediately available funds for the account of the Holder as the Holder may designate from time to time; provided that any such designation (or change of designation) shall have been notified in writing to the Company at least three (3) Business Days prior to the relevant payment date. If any such payment date or the Maturity Date falls on a day that is not a Business Day, the required payment will be made on the next succeeding Business Day and no interest on such payment will accrue in respect of the delay.

2.3 Seniority. The Note ranks senior in right of payment to any of the Company's future indebtedness that is expressly subordinated in right of payment to the Note, equal in right of payment to any of the Company's future indebtedness and other liabilities of the Company that are not so subordinated, junior in right of payment to any of the Company's secured indebtedness to the extent of the value of the assets securing such indebtedness and structurally junior to all future indebtedness incurred by the Company's Subsidiaries and their other liabilities.

2.4 Events of Default. For purposes of the Note, an "Event of Default" shall be deemed to have occurred if any of the following events occurs, whatever the reason or cause for such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority or otherwise:

(a) Failure to Pay Principal. The Company defaults in the payment of principal of the Note when due and payable on the Maturity Date or upon declaration of acceleration, or the Company defaults in the payment of Repurchase Price or Fundamental Change Repurchase Price upon any required repurchase, in each case in accordance with the terms hereof;

(b) Failure to Pay Interest. The Company defaults in the payment of interest when any such interest payment becomes due and payable and the default continues for a period of thirty (30) days;

(c) Breach of Conversion Obligation. The Company fails to comply with its obligation to convert all or a portion of the Note in accordance with Article 3 upon Holder's exercise of its conversion rights and such failure continues for a period of five (5) Business Days;

(d) Failure to Provide Notice. The Company fails to provide a notice of a Make-Whole Fundamental Change in accordance with Section 4.1(a), or a Fundamental Change Company Notice in accordance with Section 5.2(c), in each case when due, and such failure continues for a period of ten (10) Business Days;

(e) Breach of Article 7. The Company fails to comply with its obligations under Article 7;

(f) Breach of Other Obligations. The Company fails for sixty (60) days after written notice from the Holder has been received by the Company to comply with any of its other agreements contained in the Note;

(g) Cross Default. Any default by the Company or any Significant Subsidiary with respect to any mortgage, agreement or other instrument under which there may be outstanding, or by which there may be secured or evidenced, any indebtedness for money borrowed in excess of US$30 million (or the foreign currency equivalent thereof) in the aggregate of the Company and/or any such Significant Subsidiary, whether such indebtedness now exists or shall hereafter be created (A) resulting in such indebtedness becoming or being declared due and payable or (B) constituting a failure to pay the principal or interest of any such debt when due and payable at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise and such declaration of acceleration shall not have been rescinded or annulled or such failure to pay shall not have been cured or waived or such indebtedness shall not have been repaid, as the case may be, within thirty (30) days after written notice from the Holder;

(h) Adverse Judgment. A final judgment for the payment of US$30 million (or the foreign currency equivalent thereof) or more (excluding any amounts covered by insurance) is rendered against the Company or any Significant Subsidiary, which judgment is not paid, bonded or otherwise discharged or stayed within sixty (60) days after the earlier of (i) the date on which the right to appeal thereof has expired if no such appeal has commenced and (ii) the date on which all rights to appeal have been extinguished;

(i) Bankruptcy. The Company or any Significant Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, winding-up, reorganization or other relief with respect to the Company or any such Significant Subsidiary or its debts under any bankruptcy, liquidation, insolvency or other similar Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or any such Significant Subsidiary or all or substantially all of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due; or

(j) Involuntary Proceedings. An involuntary case or other proceeding shall be commenced against the Company or any Significant Subsidiary seeking liquidation, winding-up, reorganization or other relief with respect to the Company or such Significant Subsidiary or its debts under any bankruptcy, liquidation, insolvency or other similar Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or such Significant Subsidiary or all or substantially all of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of thirty (30) consecutive days.

2.5 Consequences of Event of Default.

(a) The Company shall promptly deliver a written notice to the Holder upon the occurrence of an Event of Default. If one or more Events of Default shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority), then, and in each and every such case (other than an Event of Default specified in Section 2.4(i) or Section 2.4(j)), unless the principal of the Note shall have already become due and payable, the Holder may by notice in writing to the Company, declare 100% of the outstanding principal of, and accrued and unpaid interest on, the Note to be due and payable immediately, and upon any such declaration the same shall become and shall automatically be immediately due and payable. If an Event of Default specified in Section 2.4(i) or Section 2.4(j) occurs and is continuing, 100% of the outstanding principal of, and accrued and unpaid interest on, the Note shall become and shall automatically be immediately due and payable without any action on the part of the Holder.

(b) Subsection (a), however, is subject to the conditions that if, at any time after the outstanding principal of the Note shall have been so declared due and payable, and before any judgment, decree or arbitral award for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Holder a sum sufficient to pay installments of accrued and unpaid interest upon the Note and the outstanding principal of the Note that shall have become due otherwise than by acceleration (with interest on overdue installments of accrued and unpaid interest to the extent that payment of such interest is enforceable under applicable Law, and on such principal at the rate per annum borne by the Note *plus* two percent), and if (1) rescission would not conflict with any applicable judgment, decree or arbitral award and (2) any and all existing Events of Default under the Note, other than the nonpayment of the principal of and accrued and unpaid interest on the Note that shall have become due solely by such acceleration, shall have been cured or waived, then and in every such case the Holder, by written notice to the Company, may waive all Default or Events of Default with respect to the Note and rescind and annul such declaration and its consequences and such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of the Note; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon.

2.6 Defaulted Amounts. Any Defaulted Amounts shall accrue interest at the rate per annum borne by the Note *plus* two percent, subject to the enforceability thereof under applicable Law, from, and including, such relevant payment date, and such Defaulted Amounts together with such interest thereon shall be paid by the Company to the Holder by wire transfer of immediately available funds pursuant to the procedures set forth in Section 2.2.

ARTICLE 3
CONVERSION

3.1 Conversion by Holder. Subject to and upon compliance with the provisions of this Article 3, the Holder shall have the right from time to time, at the Holder's option, to convert all or any portion (if the portion to be converted is (i) an integral of US$1,000 and (ii) at least US$500,000 or constitutes the entire principal amount of the Note then held by the Holder) of the Note to the Company's fully paid ADSs (or, at the Holder's option, fully paid Class A Shares) at the applicable Conversion Rate at any time during the Conversion Period. Where the Holder opts to convert the Note into Class A Shares, all references in this Note to the ADSs shall be deemed to have been replaced by a reference to the number of Class A Shares represented by the ADSs (taking into account the number of Class A Shares each ADS represents), *mutatis mutandis*.

3.2 Conversion Price; Conversion Rate. Subject to adjustments as provided in Article 4, the initial conversion price shall be equal to US$14.00 per ADS, representing an initial conversion rate of 71.4286 ADSs (the "Conversion Rate") per US$1,000 principal amount of the Note.

3.3 Conversion Procedure; Settlement Upon Conversion.

(a) Subject to Section 3.3(b), this Note shall be deemed to have been converted immediately prior to the close of business on the date (the "Conversion Date") that the Holder has delivered a duly completed irrevocable written notice (the "Conversion Notice") and the Note for cancellation to the Company. Within five (5) Business Days after the delivery of the Note and the Conversion Notice to the Company pursuant to Section 3.1 above, the Company shall (i) take all actions and execute all documents necessary to effect the issuance of the full number of ADSs to which the Holder shall be entitled in satisfaction of any conversion pursuant to Section 3.1, (ii) deliver to the Holder certificate(s) or other evidence of title representing the number of ADSs delivered upon each such conversion, (iii) in the case that the Holder opts to convert the Note into Class A Shares, deliver to the Holder a certified copy of the register of members of the Company, reflecting the Holder's ownership of the Class A Shares delivered upon such conversion, and (iv) subject to Section 3.3(b), cancel the Note. No Conversion Notice may be delivered and the Note may not be surrendered by a Holder for conversion thereof if the Holder has also delivered a Fundamental Change Repurchase Notice to the Company in respect of the Note and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with Article 5.

(b) In the event the Holder surrenders this Note pursuant to Section 3.3(a) for partial conversion, the Company shall, in addition to cancelling the Note upon such surrender, execute and deliver to the Holder a new note denominated in U.S. dollars and in an aggregate principal amount equal to the unconverted portion of the surrendered Note, without payment of any service charge by the Holder.

(c) If the Holder submits the Note for conversion, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the delivery of the ADSs or the issuance and delivery of the Class A Shares upon such conversion of the Note, unless the tax is due because the Holder requests such ADSs to be issued in a name other than the Holder's name, in which case the Holder shall pay that tax. The Company shall not be responsible for the relevant depositary's fees for the issuance of the ADSs, or, in the case of issuance of Class A Shares, for any future conversion of such issued Class A Shares into the ADSs.

(d) Except as provided in Section 4.2, no adjustment shall be made for dividends on any ADSs delivered upon any conversion of this Note as provided in this Article 3.

(e) Upon any conversion, the Holder shall not receive any separate cash payment for accrued and unpaid interest, if any, except as set forth below. The Company's settlement of each conversion pursuant to this Article 3 shall be deemed to satisfy in full its obligation to pay the principal amount of the Note converted and accrued and unpaid interest thereon, if any. As a result, such accrued and unpaid interest, if any shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the foregoing, if this Note is converted after the close of business on a Regular Record Date, the Holder will receive the full amount of interest payable on the Note on the corresponding Interest Payment Date notwithstanding the pending conversion for so long as it remains a holder of the Note and there remains outstanding principal. Any issuance of ADSs upon conversion of the Note during the period from the close of business on any Regular Record Date to the open of business on the immediately following Interest Payment Date must be accompanied by funds equal to the amount of interest payable on the Note; provided that no such payment shall be required (1) for conversions following the Regular Record Date immediately preceding the Maturity Date, (2) if the Company has specified a Fundamental Change Repurchase Date that is after a Regular Record Date and on or prior to the corresponding Interest Payment Date or (3) to the extent of any Defaulted Amounts, if any Defaulted Amounts exist at the time of conversion with respect to the Note.

(f) The Company shall not issue any fractional ADS upon conversion of the Note and shall instead pay cash in lieu of any fractional ADS deliverable upon conversion based on the Last Reported Sale Price of the ADSs on the relevant Conversion Date.

ARTICLE 4
ADJUSTMENTS

4.1 Increased Conversion Rate Applicable in Connection with Make-Whole Fundamental Change.

(a) If a Make-Whole Fundamental Change occurs prior to the Maturity Date and the Holder elects to convert this Note in connection with such Make-Whole Fundamental Change, the Company shall, under the circumstances described below, increase the Conversion Rate by a number of additional ADSs (the "Additional ADSs") as described below. A conversion of this Note shall be deemed for these purposes to be "in connection with" such Make-Whole Fundamental Change if the relevant Conversion Notice is received by the Company from, and including, the Effective Date of the Make-Whole Fundamental Change up to, and including, the second Business Day immediately prior to the related Fundamental Change Repurchase Date (or, in the case of a Make-Whole Fundamental Change that would have been a Fundamental Change but for the proviso in clause (b) of the definition thereof, the 35th Trading Day immediately following the Effective Date of such Make-Whole Fundamental Change). The Company shall provide written notice to the Holder of the Effective Date of any Make-Whole Fundamental Change as promptly as practicable and in any event within ten (10) Business Days following such Effective Date.

(b) Upon surrender of this Note for conversion in connection with a Make-Whole Fundamental Change, the Company shall cause to be delivered ADSs, including the Additional ADSs, in accordance with Section 3.3; provided, however, that if, at the effective time of a Make-Whole Fundamental Change described in clause (b) of the definition of Fundamental Change, the Reference Property following such Make-Whole Fundamental Change is composed entirely of cash, for any conversion of the Note following the Effective Date of such Make-Whole Fundamental Change, such conversion shall be calculated based solely on the ADS Price for the transaction and shall be deemed to be an amount of cash per US$1,000 principal amount of the converted Note equal to the Conversion Rate (including any adjustment for Additional ADSs), *multiplied by* such ADS Price.

(c) The number of Additional ADSs, if any, by which the Conversion Rate shall be increased shall be determined by reference to the table below, based on the date on which the Make-Whole Fundamental Change occurs or becomes effective (the "Effective Date") and the price (the "ADS Price") paid per ADS in the Make-Whole Fundamental Change. If the holders of ADSs receive in exchange for their ADSs only cash in a Make-Whole Fundamental Change described in clause (b) of the definition of Fundamental Change, the ADS Price shall be the cash amount paid (or deemed to be paid) per ADS. Otherwise, the ADS Price shall be the average of the Last Reported Sale Prices of the ADSs over the five (5) Trading Day period ending on, and including, the Trading Day immediately preceding the Effective Date of the Make-Whole Fundamental Change.

(d) The ADS Prices set forth in the column headings of the table below shall be adjusted as of any date on which the Conversion Rate of the Note is otherwise adjusted. The adjusted ADS Prices shall equal the ADS Prices applicable immediately prior to such adjustment, *multiplied by* a fraction, the numerator of which is the Conversion Rate immediately prior to such adjustment giving rise to the ADS Price adjustment and the denominator of which is the Conversion Rate as so adjusted. The number of Additional ADSs set forth in the table below shall be adjusted in the same manner and at the same time as the Conversion Rate as set forth in Section 4.2.

(e) The following table sets forth the number of Additional ADSs to be received per US$1,000 principal amount of the Note pursuant to this Section 4.1 for each ADS Price and Effective Date set forth below:

	ADS Price									
Effective date	**$11.27**	**$12.00**	**$14.00**	**$17.00**	**$20.00**	**$25.00**	**$30.00**	**$40.00**	**$50.00**	**$60.00**
Sep 19, 2019	17.3025	18.2764	13.5848	9.2025	6.5090	3.9531	2.5174	1.0526	0.4487	0.2580
Sep 16, 2020	17.3025	18.2833	13.5355	8.9828	6.2390	3.7058	2.3175	0.9414	0.3996	0.2286
Sep 16, 2021	17.3025	18.3031	13.3940	8.6482	5.8635	3.3837	2.0683	0.8107	0.3394	0.1906
Sep 16, 2022	17.3025	18.3617	12.9747	8.0596	5.2841	2.9351	1.7415	0.6532	0.2683	0.1468
Sep 16, 2023	17.3025	18.0727	11.9991	7.0519	4.4196	2.3382	1.3367	0.4750	0.1897	0.0996
Sep 16, 2024	17.3025	15.6081	10.0439	5.5668	3.2765	1.6109	0.8733	0.2930	0.1124	0.0554
Sep 16, 2025	17.3025	14.1915	7.8882	3.5496	1.7554	0.7562	0.3866	0.1297	0.0475	0.0215
Sep 16, 2026	17.3025	11.9055	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact ADS Prices and Effective Dates may not be set forth in the table above, in which case:

(i) if the ADS Price is between two ADS Prices in the table above or the Effective Date is between two Effective Dates in the table, the number of Additional ADSs shall be determined by a straight-line interpolation between the number of Additional ADSs set forth for the higher and lower ADS Prices and the earlier and later Effective Dates, as applicable, based on a 365-day year;

(ii) if the ADS Price is greater than US$60.00 per ADS (subject to adjustment in the same manner as the ADS Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional ADSs shall be added to the Conversion Rate; and

(iii) if the ADS Price is less than US$11.27 per ADS (subject to adjustment in the same manner as the ADS Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional ADSs shall be added to the Conversion Rate.

Notwithstanding the foregoing, in no event shall the Conversion Rate per US$1,000 principal amount of Note exceed 89.7903 ADSs, subject to adjustment in the same manner as the Conversion Rate pursuant to Section 4.2.

(f) Nothing in this Section 4.1 shall prevent an adjustment to the Conversion Rate pursuant to Section 4.2.

4.2 Adjustment of Conversion Rate.

If the number of Class A Shares represented by the ADSs is changed, after the date of this Note, for any reason other than one or more of the events described in this Section 4.2, the Company shall make an appropriate adjustment to the Conversion Rate such that the number of Class A Shares represented by the ADSs upon which any conversion of this Note is based remains the same.

Notwithstanding the adjustment provisions described in this Section 4.2, if the Company distributes to holders of the Class A Shares any cash, rights, options, warrants, shares of Capital Stock or similar equity interest, evidences of indebtedness or other assets or property of the Company (but excluding Expiring Rights) and a corresponding distribution is not made to holders of the ADSs, but, instead, the ADSs shall represent, in addition to Class A Shares, such cash, rights, options, warrants, shares of Capital Stock or similar equity interest, evidences of indebtedness or other assets or property of the Company, then an adjustment to the Conversion Rate described in this Section 4.2 shall not be made until and unless a corresponding distribution (if any) is made to holders of the ADSs, and such adjustment to the Conversion Rate shall be based on the distribution made to the holders of the ADSs and not on the distribution made to the holders of the Class A Shares. However, in the event that the Company issues or distributes to all holders of the Class A Shares any Expiring Rights, notwithstanding the immediately preceding sentence, the Company shall adjust the Conversion Rate pursuant to Section 4.2(b) (in the case of Expiring Rights entitling holders of the Class A Shares for a period of not more than 45 calendar days after the announcement date of such issuance to subscribe for or purchase Class A Shares or ADSs) or Section 4.2(c) (in the case of all other Expiring Rights).

For the avoidance of doubt, if any event described in this Section 4.2 results in a change to the number of Class A Shares represented by the ADSs, then such a change shall be deemed to satisfy the Company's obligation to effect the relevant adjustment to the Conversion Rate on account of such an event to the extent to which such change reflects what a corresponding change to the Conversion Rate would have been on account of such an event.

The Conversion Rate shall be adjusted from time to time by the Company if any of the following events occurs, except that the Company shall not make any adjustments to the Conversion Rate if the Holder participates (other than in the case of a share split or share combination), at the same time and upon the same terms as holders of the Class A Shares (directly or in the form of ADSs) and solely as a result of holding the Note, in any of the transactions described in this Section 4.2, without having to convert the Note, as if it held a number of Class A Shares equal to the number of Class A Shares to which the principal amount of the Note then held by the Holder is convertible (without regard to any limitation on conversion period hereunder).

(a) If the Company exclusively issues Class A Shares (directly or in the form of ADSs) as a dividend or distribution on the Class A Shares (directly or in the form of ADSs), or if the Company effects a share split or share combination, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_0	=	the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution, or immediately prior to the close of business on the effective date of such share split or share combination, as applicable;
CR_1	=	the Conversion Rate in effect immediately after the close of business on such Record Date or immediately after the close of business on such effective date, as applicable;
OS_0	=	the number of Class A Shares outstanding immediately prior to the close of business on such Record Date or immediately prior to the close of business on such effective date, as applicable; and
OS_1	=	the number of Class A Shares outstanding immediately after giving effect to such dividend, distribution, share split or share combination.

Any adjustment made under this Section 4.2(a) shall become effective immediately after the close of business on the Record Date for such dividend or distribution, or immediately after the open of business on the effective date for such share split or share combination, as applicable. If any dividend or distribution of the type described in this Section 4.2(a) is declared but not so paid or made, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(b) If the Company issues to all or substantially all holders of the Class A Shares (directly or in the form of ADSs) any rights, options or warrants entitling them, for a period of not more than 45 calendar days after the announcement date of such issuance, to subscribe for or purchase Class A Shares (directly or in the form of ADSs) at a price per Class A Share that is less than the average of the Last Reported Sale Prices of the Class A Shares, for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such issuance;

CR_1 = the Conversion Rate in effect immediately after the close of business on such Record Date;

OS_0 = the number of Class A Shares outstanding immediately prior to the close of business on such Record Date;

X = the total number of Class A Shares (directly or in the form of ADSs) deliverable pursuant to such rights, options or warrants; and

Y = the number of Class A Shares equal to (i) the aggregate price payable to exercise such rights, options or warrants, *divided by* (ii) the average of the Last Reported Sale Prices of the Class A Shares over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of the issuance of such rights, options or warrants.

Any increase made under this Section 4.2(b) shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the close of business on the Record Date for the Class A Shares (directly or in the form of ADSs), as applicable, for such issuance. To the extent that Class A Shares or ADSs are not delivered after the expiration of such rights, options or warrants, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of Class A Shares actually delivered (directly or in the form of ADSs). If such rights, options or warrants are not so issued, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect if the Record Date for such issuance had not occurred.

For purposes of this Section 4.2(b), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase Class A Shares (directly or in the form of ADSs) at a price per Class A Share that is less than such average of the Last Reported Sale Prices of the Class A Shares, for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such issuance, and in determining the aggregate offering price of such Class A Shares (directly or in the form of ADSs), there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) If the Company distributes shares of its Capital Stock, evidences of its indebtedness, other assets or property of the Company or rights, options or warrants to acquire its Capital Stock or other securities (any of such shares of Capital Stock, evidences of indebtedness, other assets or property or rights, options or warrants to acquire Capital Stock or other securities of the Company, the "Distributed Property") to all or substantially all holders of the Class A Shares (directly or in the form of ADSs), excluding (i) dividends, distributions or issuances as to which an adjustment was effected pursuant to Section 4.2(a)
or Section 4.2(b), (ii) dividends or distributions paid exclusively in cash as to which an adjustment was effected pursuant to Section 4.2(d), and (iii) Spin-Offs as to which the provisions set forth below in this Section 4.2(c) shall apply, then the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such distribution;

CR_1 = the Conversion Rate in effect immediately after the close of business on such Record Date;

SP_0 = the average of the Last Reported Sale Prices of the Class A Shares over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the fair market value (as determined by the Board of Directors) of the Distributed Property with respect to each outstanding Class A Share (directly or in the form of ADSs) on the Record Date for such distribution.

Any increase made under the portion of this Section 4.2(c) above shall become effective immediately after the close of business on the Record Date for such distribution. If such distribution is not so paid or made, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect if such distribution had not been declared. Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than "SP_0" (as defined above), in lieu of the foregoing increase, the Holder shall receive, in respect of each US$1,000 principal amount thereof, at the same time and upon the same terms as holders of the ADSs receive the Distributed Property, the amount and kind of Distributed Property the Holder would have received if the Holder owned a number of ADSs equal to the Conversion Rate in effect on the Record Date for the distribution.

With respect to an adjustment pursuant to this Section 4.2(c) where there has been a payment of a dividend or other distribution on the Class A Shares (directly or in the form of ADSs) of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company, that are, or, when issued, will be, listed or admitted for trading on a U.S. national securities exchange (a "Spin-Off"), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the end of the Valuation Period;

CR_1 = the Conversion Rate in effect immediately after the end of the Valuation Period;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Class A Shares (directly or in the form of ADSs) applicable to one Class A Share over the first 10 consecutive Trading Day period after, and including, the Ex-Dividend Date of the Spin-Off (the "Valuation Period"); and

MP_0 = the average of the Last Reported Sale Prices of the Class A Shares over the Valuation Period.

The adjustment to the Conversion Rate under the preceding paragraph shall occur on the last Trading Day of the Valuation Period; provided that in respect of any conversion during the Valuation Period, references in the portion of this Section 4.2(c) related to Spin-Offs to 10 Trading Days shall be deemed to be replaced with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date of such Spin-Off to, and including, the Conversion Date in determining the Conversion Rate.

For purposes of this Section 4.2(c) (and subject in all respects to Section 4.2(f)), rights, options or warrants distributed by the Company to all holders of the Class A Shares (directly or in the form of ADSs) entitling them to subscribe for or purchase shares of the Company's Capital Stock, including Class A Shares (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("Trigger Event"): (i) are deemed to be transferred with such Class A Shares (directly or in the form of ADSs); (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Class A Shares (directly or in the form of ADSs), shall be deemed not to have been distributed for purposes of this Section 4.2(c) (and no adjustment to the Conversion Rate under this Section 4.2(c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 4.2(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Note, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 4.2(c) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (x) the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued and (y) the Conversion Rate shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per Class A Share redemption or purchase price received by a holder or holders of Class A Shares (directly or in the form of ADSs) with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Class A Shares (directly or in the form of ADSs) as of the date of such redemption or purchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of Section 4.2(a), Section 4.2(b) and this Section 4.2(c), if any dividend or distribution to which this Section 4.2(c) is applicable also includes one or both of:

(A) a dividend or distribution of Class A Shares (directly or in the form of ADSs) to which Section 4.2(a) is applicable (the "Clause A Distribution"); or

(B) a dividend or distribution of rights, options or warrants to which Section 4.2(b) is applicable (the "Clause B Distribution"),

then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 4.2(c) is applicable (the "Clause C Distribution") and any Conversion Rate adjustment required by this Section 4.2(c) with respect to such Clause C Distribution shall then be made, and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Rate adjustment required by Section 4.2(a) and Section 4.2(b) with respect thereto shall then be made, except that, if determined by the Company (I) the "Record Date" of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Record Date of the Clause C Distribution and (II) any Class A Shares (directly or in the form of ADSs) included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to the close of business on such Record Date or immediately after the open of business on such effective date, as applicable" within the meaning of Section 4.2(a) or "outstanding immediately prior to the close of business on such Record Date" within the meaning of Section 4.2(b).

(d) If any cash dividend or distribution is made to all or substantially all holders of the Class A Shares (directly or in the form of ADSs), the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution;

CR_1 = the Conversion Rate in effect immediately after the close of business on such Record Date;

SP_0 = the Last Reported Sale Price of the Class A Shares on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and

C = the amount in cash per Class A Share the Company distributes to all or substantially all holders of the Class A Shares (directly or in the form of ADSs).

Any increase pursuant to this Section 4.2(d) shall become effective immediately after the close of business on the Record Date for such dividend or distribution. If such dividend or distribution is not so paid, the Conversion Rate shall be decreased, effective as of the date the Board of Directors determines not to make or pay such dividend or distribution, to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. Notwithstanding the foregoing, if "C" (as defined above) is equal to or greater than "SP_0" (as defined above), in lieu of the foregoing increase, the Holder shall receive, for each US$1,000 principal amount of the Note, at the same time and upon the same terms as holders of the ADSs, the amount of cash that the Holder would have received if the Holder owned a number of ADSs equal to the Conversion Rate on the Record Date for such cash dividend or distribution.

(e) If the Company or any of its Subsidiaries make a payment in respect of a tender or exchange offer for all or any portion of the Class A Shares (directly or in the form of ADSs), to the extent that the cash and value of any other consideration included in the payment per Class A Share exceeds the average of the Last Reported Sale Prices of the Class A Shares over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;

CR_1 = the Conversion Rate in effect immediately after the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for Class A Shares (directly or in the form of ADSs) purchased in such tender or exchange offer;

OS_0 = the number of Class A Shares outstanding immediately prior to the date such tender or exchange offer expires (prior to giving effect to the purchase of all Class A Shares (directly or in the form of ADSs) accepted for purchase or exchange in such tender or exchange offer);

OS_1 = the number of Class A Shares outstanding immediately after the date such tender or exchange offer expires (after giving effect to the purchase of all Class A Shares (directly or in the form of ADSs) accepted for purchase or exchange in such tender or exchange offer); and

SP_1 = the average of the Last Reported Sale Prices of the Class A Shares over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires.

The adjustment to the Conversion Rate under this Section 4.2(e) shall occur at the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires; provided that in respect of any conversion within the 10 Trading Days immediately following, and including, the Trading Day next succeeding the expiration date of any tender or exchange offer, references in this Section 4.2(e) with respect to 10 Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the expiration date of such tender or exchange offer to, and including, the Conversion Date in determining the Conversion Rate. No adjustment to the Conversion Rate under this Section 4.2(e) shall be made if such adjustment would result in a decrease in the Conversion Rate. In the event that the Company or one of the Company's Subsidiaries is obligated to purchase Class A Shares (directly or in the form of ADSs) pursuant to any such tender offer or exchange offer, but the Company or such Subsidiary is permanently prevented by applicable law from effecting any such purchases, or all such purchases are rescinded, then the Conversion Rate shall be readjusted to be the Conversion Rate that would then be in effect if such tender offer or exchange offer had not been made.

(f) To the extent that the Company has a shareholder rights plan in effect upon any conversion of the Note, each ADS delivered upon such conversion shall be entitled to receive (either directly or in respect of the Class A Shares underlying such ADSs) the appropriate number of rights, if any, and the certificates representing the ADSs delivered upon such conversion shall bear such legends, if any, in each case as may be provided by the terms of any such shareholder rights plan, as the same may be amended from time to time. However, if, prior to any conversion, the rights have separated from the Class A Shares underlying the ADSs in accordance with the provisions of the applicable shareholder rights plan, the Conversion Rate shall be adjusted at the time of separation as if the Company distributed to all or substantially all holders of the Class A Shares Distributed Property as provided in Section 4.2(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

(g) Except as stated herein, the Company shall not adjust the Conversion Rate for the issuance of Class A Shares or ADSs or any securities convertible into or exchangeable for Class A Shares or ADSs or the right to purchase Class A Shares or ADSs or such convertible or exchangeable securities.

(h) In addition to those adjustments required by subsections (a), (b), (c), (d) and (e) of this Section 4.2, and to the extent permitted by applicable Law and subject to the applicable rules of The NASDAQ Global Market and any other securities exchange on which any of the Company's securities are then listed, the Company from time to time may increase the Conversion Rate by any amount for a period of at least 20 Business Days if the Board of Directors determines that such increase would be in the Company's best interest, and the Company may (but is not required to) increase the Conversion Rate to avoid or diminish any income tax to holders of the Class A Shares or the ADSs or rights to purchase Class A Shares or ADSs in connection with a dividend or distribution of Class A Shares or ADSs (or rights to acquire Class A Shares or ADSs) or similar event.

(i) Notwithstanding anything to the contrary in this Section 4.2, the Conversion Rate shall not be adjusted:

(i) upon the issuance of any Class A Shares or ADSs pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in Class A Shares or ADSs under any plan;

(ii) upon the issuance of any Class A Shares or ADSs or options or rights to purchase those Class A Shares or ADSs pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of the Company's Subsidiaries;

(iii) upon the issuance of any Class A Shares or ADSs pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of the date this Note was first issued;

(iv) solely for a change in the par value of the Class A Shares or ADSs; or

(v) for accrued and unpaid interest, if any.

(j) All calculations and other determinations under this Section 4.2 shall be made by the Company and shall be made to the nearest one-ten thousandth (1/10,000) of an ADS.

(k) Whenever the Conversion Rate is adjusted as herein provided, the Company shall promptly prepare a notice of such adjustment of the Conversion Rate setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate to the Holder.

(l) For purposes of this Article 4, the number of Class A Shares at any time outstanding shall not include Class A Shares held in the treasury of the Company (directly or in the form of ADSs) so long as the Company does not pay any dividend or make any distribution on Class A Shares held in the treasury of the Company (directly or in the form of ADSs), but shall include Class A Shares issuable in respect of scrip certificates issued in lieu of fractions of Class A Shares.

(m) For purposes of this Section 4.2, the "effective date" means the first date on which the ADSs trade on the applicable exchange or in the applicable market, regular way, reflecting the relevant share split or share combination, as applicable.

4.3 Adjustments of Prices. Whenever any provision of this Note requires the Company to calculate the Last Reported Sale Prices or the ADS Price for purposes of a Make-Whole Fundamental Change over a span of multiple days, the Board of Directors shall make appropriate adjustments to each to account for any adjustment to the Conversion Rate that becomes effective pursuant to Section 4.2, or any event requiring an adjustment to the Conversion Rate pursuant to Section 4.2 where the Record Date, effective date or expiration date, as the case may be, of the event occurs, at any time during the period when such Last Reported Sale Prices or ADS Price are to be calculated.

4.4 Effect of Recapitalizations, Reclassifications and Changes of the Class A Shares.

(a) In the case of:

(i) any recapitalization, reclassification or change of the Class A Shares (other than changes resulting from a subdivision or combination),

(ii) any consolidation, merger, combination or similar transaction involving the Company,

(iii) any sale, lease or other transfer to a third party of all or substantially all of the consolidated assets of the Company and the Company's Subsidiaries, taken as a whole; or

(iv) any statutory share exchange,

in each case, as a result of which the ADSs would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (any such event, a "Merger Event"), then, prior to or at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute an amendment to this Note providing that, at and after the effective time of such Merger Event, the right to convert the Note shall be changed into a right to convert the Note into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of ADSs equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the "Reference Property", with each "unit of Reference Property" meaning the kind and amount of Reference Property that a holder of one ADS is entitled to receive) upon such Merger Event; provided, however, that at and after the effective time of the Merger Event the number of ADSs otherwise deliverable upon any conversion of the Note in accordance with Article 3 shall instead be deliverable in the amount and type of Reference Property that a holder of that number of ADSs would have been entitled to receive in such Merger Event.

If the Merger Event causes the ADSs to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of holder election), then (i) the Reference Property into which the Note will be convertible shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of ADSs that affirmatively make such an election (or, in the event that no holder of ADSs affirmatively makes such an election, the weighted average of the types and amounts of consideration actually received by the holders of ADSs), and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one ADS. The Company shall provide written notice to the Holder of such weighted average as soon as practicable after such determination is made.

Such amendment described in the second immediately preceding paragraph shall provide for anti-dilution and other adjustments that shall be as nearly equivalent as is practicable to the adjustments provided for in this Article 4 (it being understood that no such adjustments shall be required with respect to any portion of the Reference Property that does not consist of shares of Common Equity (however evidenced) or depositary receipts in respect thereof). If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets (including cash or any combination thereof) of a Person other than the Company or the successor or purchasing Person, as the case may be, in such Merger Event, then such other Person shall also execute such amendment, and such amendment shall contain such additional provisions to protect the interests of the Holder, including the rights of the Holder to require the Company to repurchase this Note upon a Fundamental Change pursuant to Section 5.2 as the Board of Directors shall reasonably consider necessary by reason of the foregoing.

(b) The Company shall not enter into any agreement to become a party to any Merger Event unless the terms of the transaction underlying such Merger Event are consistent with this Section 4.4. None of the foregoing provisions shall affect the right of the Holder to convert this Note into ADSs (or Class A Shares) as set forth in Article 3 prior to the effective date of such Merger Event.

(c) The above provisions of this Section 4.4 shall similarly apply to successive Merger Events.

4.5 No Adjustment. Notwithstanding anything herein to the contrary, no adjustment under this Article 4 shall be required to be made to the Conversion Rate if the Company receives written notice from the Holder that no such adjustment is required.

4.6 Certain Covenants.

(a) The Company covenants that all ADSs delivered upon any conversion of this Note, and all Class A Shares represented thereby, will be fully paid and non-assessable by the Company and free from all taxes, liens and charges with respect to the issue thereof.

(b) The Company covenants that if any ADSs to be provided for the purpose of any conversion of this Note, or any Class A Shares represented thereby, require registration with or approval of any Governmental Authority under any Law before such ADSs may be validly issued upon conversion, the Company will, to the extent then permitted by applicable Law, secure such registration or approval, as the case may be.

(c) The Company further covenants that for so long as the ADSs are listed on any national securities exchange or automated quotation system, the Company will list and keep listed, so long as the ADSs shall be so listed on such exchange or automated quotation system, any ADSs deliverable upon conversion of this Note.

(d) The Company further covenants to take all actions and obtain all approvals and registrations required with respect to any conversion of this Note into ADSs and the issuance, and deposit into ADS facility, of the Class A Shares represented by such ADSs. The Company also undertakes to maintain, so long as this Note remains outstanding, the effectiveness of a registration statement on Form F-6 relating to the ADSs and an adequate number of ADSs available for issuance thereunder, and shall reserve for issuance an adequate number of ADSs, such that ADSs can be delivered in accordance with the terms of this Note upon any conversion hereunder. In addition, the Company further covenants to provide the Holder with a reasonably detailed description of the mechanics for the delivery of ADSs upon any conversion of this Note upon request and to reserve, free from preemptive rights, out of its authorized but unissued Class A Shares, a number of Class A Shares that is greater than or equal to the number of Class A Shares corresponding to the number of ADSs due upon full conversion of the Note from time to time.

4.7 Notice for Certain Actions. In case of any (a) action by the Company or one of its Subsidiaries that would require an adjustment in the Conversion Rate pursuant to Section 4.2, (b) Merger Event or (c) voluntary or involuntary dissolution, liquidation or winding-up of the Company or any of its Subsidiaries, then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Note), the Company shall deliver a written notice to the Holder, as promptly as possible but in any event at least 20 days prior to the applicable date hereinafter specified, stating (i) the date on which a record is to be taken for the purpose of such action by the Company or one of its Subsidiaries or, if a record is not to be taken, the date as of which the holders of Class A Shares or ADSs, as the case may be, of record are to be determined for the purposes of such action by the Company or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that the holders of Class A Shares or ADSs, as the case may be, of record shall be entitled to exchange their Class A Shares or ADSs for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Company or one of its Subsidiaries, dissolution, liquidation or winding-up unless otherwise provided for pursuant to any applicable Laws, the constitutional documents of the Company or any such Subsidiaries or any agreement or document to which the Company or any such Subsidiaries is a party; provided that nothing herein shall adversely affect any right, claim or other remedies, at law or contract, of the Holder arising as a result of or in connection with such failure or defect.

4.8 Termination of Depositary Receipt Program. If the Class A Shares cease to be represented by ADSs issued under a depositary receipt program sponsored by the Company, all references in this Note to the ADSs shall be deemed to have been replaced by a reference to the number of Class A Shares (and other property, if any) represented by the ADSs on the last day on which the ADSs represented the Class A Shares and as if the Class A Shares and the other property had been distributed to holders of the ADSs on that day. In addition, all references to the Last Reported Sale Price of the ADSs will be deemed to refer to the Last Reported Sale Price of the Class A Shares, and other appropriate adjustments, including adjustments to the Conversion Rate, will be made to reflect such change. In making such adjustments, where currency translations between U.S. dollars and any other currency are required, the exchange rate in effect on the date of determination will apply.

ARTICLE 5
REPURCHASE AT OPTION OF THE HOLDER

5.1 Option of the Holder.

(a) The Holder shall have the right, at the Holder's option, to require the Company to repurchase for cash on September 16, 2023 (the "Repurchase Date"), all or any portion (if the portion to be repurchased is an integral of US$1,000) of the Note at a repurchase price (the "Repurchase Price") that is equal to 100% of the principal amount of the Note to be repurchased, plus accrued and unpaid interest to, but excluding, the Repurchase Date; provided that any such accrued and unpaid interest shall be paid not to the Holder submitting the Note for repurchase on the Repurchase Date but instead to the Holder of such Note at the close of business on the Regular Record Date immediately preceding the Repurchase Date. Not later than 20 Business Days prior to the Repurchase Date, the Company shall provide to the Holder a written notice (the "Company Notice"), which shall include a form of Repurchase Notice to be completed by the Holder and shall state:

(i) the last date on which the Holder may exercise its repurchase right pursuant to this Section 5.1 (the "Repurchase Expiration Time");

(ii) the Repurchase Price;

(iii) the Repurchase Date; and

(iv) that the Holder must follow procedures set forth in this Section 5.1 to exercise its repurchase rights under this Section 5.1.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Holder's repurchase rights or affect the validity of the proceedings for the repurchase of the Note pursuant to this Section 5.1.

(b) Delivery of Notice and the Note by the Holder.

(i) Repurchases of the Note under this Section 5.1 shall be made, at the option of the Holder, upon: (A) delivery to the Company by the Holder of a duly completed notice (the "Repurchase Notice") in the form attached hereto as Exhibit A during the period beginning at any time from the open of business on the date that is twenty (20) Business Days prior to the Repurchase Date until the close of business on the second (2nd) Business Day immediately preceding the Repurchase Date; and (B) delivery of the Note to the Company at any time after delivery of the Repurchase Notice (together with all necessary endorsements), such delivery being a condition to receipt by the Holder of the Repurchase Price therefor.

(ii) Each Repurchase Notice shall state that this Note or portion of this Note is to be repurchased by the Company pursuant to the applicable provisions of this Note.

(iii) Notwithstanding anything herein to the contrary, the Holder shall have the right to withdraw such Repurchase Notice at any time prior to the close of business on the second (2nd) Business Day immediately preceding the Repurchase Date by delivery of a duly completed written notice of withdrawal to the Company in accordance with Section 5.3.

(c) No Repurchase Notice with respect to the Note may be delivered and this Note may not be surrendered for repurchase pursuant to this Section 5.1 by the Holder to the extent that the Holder has also delivered a Fundamental Change Repurchase Notice with respect to such Note in accordance with Section 5.2 and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with Section 5.3.

(d) Notwithstanding the foregoing, the Note may not be repurchased by the Company at the option of the Holder on the Repurchase Date if the principal amount of the Note has been accelerated, and such acceleration has not been rescinded, on or prior to the Repurchase Date (except in the case of an acceleration resulting from a default by the Company in the payment of the Repurchase Price with respect to the Note).

5.2 Option of the Holder upon a Fundamental Change.

(a) If a Fundamental Change occurs at any time, the Holder shall have the right, at its option, to require the Company to repurchase for cash all or any portion (if the portion to be repurchased is an integral of US$1,000) of the Note on the date (the "Fundamental Change Repurchase Date") notified in writing by the Company as set forth in Section 5.2(c) that is not less than twenty (20) Business Days or more than thirty-five (35) Business Days following the date of the Fundamental Change Company Notice at a repurchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "Fundamental Change Repurchase Price"), unless the Fundamental Change Repurchase Date falls after a Regular Record Date but on or prior to the Interest Payment Date to which such Regular Record Date relates, in which case the Company shall instead pay the full amount of accrued and unpaid interest to the Holder as of such Regular Record Date, and the Fundamental Change Repurchase Price shall be equal to 100% of the principal amount of the Note to be repurchased pursuant to this Section 5.2.

(b) Delivery of Notice and the Note by the Holder.

(i) Repurchases of the Note under this Section 5.2 shall be made, at the option of the Holder thereof, upon: (A) delivery by the Holder to the Company of a duly completed notice (the "Fundamental Change Repurchase Notice"), in the form attached hereto as Exhibit B, on or before the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date; and (B) delivery of the Note to the Company at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements for transfer), such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor.

(ii) Each Fundamental Change Repurchase Notice delivered pursuant to Section 5.2(b)(i) shall state (a) the portion of the principal amount of this Note to be repurchased and (ii) that this Note is to be repurchased by the Company pursuant to the applicable provisions of this Note.

(iii) Notwithstanding anything herein to the contrary, the Holder shall have the right to withdraw, in whole or in part, such Fundamental Change Repurchase Notice at any time prior to the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date by delivery of a written notice of withdrawal to the Company in accordance with Section 5.3.

(c) On or before the twentieth (20th) calendar day after the occurrence of the effective date of a Fundamental Change, the Company shall provide to the Holder a written notice (the "Fundamental Change Company Notice") by first class mail of the occurrence of the effective date of the Fundamental Change and of the repurchase right at the option of the Holder arising as a result thereof. Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) the last date on which the Holder may exercise the repurchase right pursuant to this Section 5.2;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) if applicable, the Conversion Rate and any adjustments to the Conversion Rate; and

(vii) that the Holder must follow the procedures set forth in this Section 5.2 to exercise its repurchase right under this Section 5.2.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Holder's repurchase rights or affect the validity of the proceedings for the repurchase of the Note pursuant to this Section 5.2.

(d) Notwithstanding the foregoing, the Note may not be repurchased by the Company on any date at the option of the Holder upon a Fundamental Change if the principal amount of the Note has been accelerated, and such acceleration has not been rescinded, on or prior to such date (except in the case of an acceleration resulting from a default by the Company in the payment of the Fundamental Change Repurchase Price with respect to the Note).

5.3 Withdrawal of Repurchase Notice or Fundamental Change Repurchase Notice. A Repurchase Notice or Fundamental Change Repurchase Notice may be withdrawn (in whole or in part) by means of a duly completed written notice of withdrawal delivered to the Company in accordance with this Section 5.3 at any time prior to the close of business on the second Business Day immediately preceding the Repurchase Date or Fundamental Change Repurchase Date, as applicable, specifying (a) the principal amount of the Note with respect to which such notice of withdrawal is being submitted and (b) the principal amount, if any, of the Note that remains subject to the original Repurchase Notice or Fundamental Change Repurchase Notice.

5.4 Payment of Repurchase Price or Fundamental Change Repurchase Price.

(a) On or prior to 10:00 a.m., Hong Kong time, on the Repurchase Date or Fundamental Change Repurchase Date, as applicable, the Company shall set aside, segregate and hold in trust for the benefit of the Holder an amount of money sufficient to repurchase the applicable portion of the Note to be repurchased at the appropriate Repurchase Price or Fundamental Change Repurchase Price, as applicable. Payment for the applicable portion of the Note surrendered for repurchase (and not withdrawn in accordance with Section 5.3) will be made on the later of (i) the Repurchase Date or Fundamental Change Repurchase Date, as applicable and (ii) the time of delivery of the applicable portion of the Note by the Holder to the Company in the manner required by Section 5.1(b) or Section 5.2(b), as applicable, by mailing checks or wire transfer for the amount payable to the Holder.

(b) If by 10:00 a.m., Hong Kong time, on the Repurchase Date or Fundamental Change Repurchase Date, as applicable, the Company holds money sufficient to make payment on the applicable portion of the Note to be repurchased on such Repurchase Date or Fundamental Change Repurchase Date, as applicable, then, with respect to the applicable portion of the Note that has been properly surrendered for repurchase and not validly withdrawn, on such Repurchase Date or Fundamental Change Repurchase Date, as applicable, (i) such portion of the Note will cease to be outstanding, (ii) interest will cease to accrue on such portion of the Note and (iii) in the event the entire outstanding amount of the Note is surrendered by the Holder to be repurchased, all other rights of the Holder will terminate (other than the right to receive the Repurchase Price or the Fundamental Change Repurchase Price, as applicable).

(c) Upon the surrender of the Note that is to be repurchased in part pursuant to this Article 5, the Company shall execute and deliver to the Holder a new Note in an authorized denomination equal in principal amount to the unrepurchased portion of the Note.

5.5 Covenant to Comply with Applicable Laws Upon Repurchase of the Note. In connection with any repurchase offer, the Company will, if required, comply with all federal and state securities Laws in connection with any offer by the Company to repurchase the Note so as to permit the rights and obligations under this Article 5 to be exercised in the time and in the manner specified in this Article 5.

ARTICLE 6
COVENANTS

6.1 Payment of Principal and Interest. The Company covenants and agrees that it will pay or cause to be paid the principal (including, if applicable, the Repurchase Price and the Fundamental Change Repurchase Price) of, and accrued and unpaid interest on, the Note at the respective times and in the manner provided herein.

6.2 Existence. Subject to Article 7, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

6.3 No Withholding. All payments and deliveries made by, or on behalf of, the Company or any successor to the Company under or with respect to this Note, including, but not limited to, payments of principal (including, if applicable, the Repurchase Price and the Fundamental Change Repurchase Price), payments of interest and deliveries of Class A Shares (together with payments of cash for any fractional Class A Share) upon any conversion of the Note, shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within any jurisdiction in which the Company or any successor to the Company is, for tax purposes, organized or resident or doing business or through which payment is made or deemed made (or any political subdivision or taxing authority thereof or therein), unless such withholding or deduction is required by Law or by regulation or governmental policy having the force of law.

6.4 Stay, Extension and Usury Laws. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other Law that would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of the Note; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not, by resort to any such Law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such power as though no such Law had been enacted.

6.5 Compliance Certificates; Statements as to Defaults. The Company shall deliver to the Holder within 120 days after the end of each fiscal year of the Company (beginning with the fiscal year ending on December 31, 2019) and within 30 days of a written request made by the Holder a certificate executed by an executive officer of the Company stating that a review has been conducted of the Company's activities under this Note and whether the Company has fulfilled its obligations hereunder, and whether such officer thereof has knowledge of any Default by the Company that occurred during the previous year that is then continuing and, if so, specifying each such Default and the nature thereof. The Company shall deliver to the Holder, as soon as possible, and in any event within 30 Days after the Company becomes aware of the occurrence of any Default if such Default is then continuing, an Officer's Certificate setting forth the details of such Default, its status and the action that the Company is taking or proposing to take in respect thereof.

6.6 Resale of Underlying Securities. The Company shall use its commercially reasonable efforts to assist the Holder in the sale or disposition of, and to enable the Holder to sell under Rule 144 under the Securities Act the Class A Shares (directly or in the form of ADSs) underlying the Note, including using its commercially reasonable efforts to, upon reasonable request of the Holder, (a) promptly deliver applicable instruction letters to the Company's transfer agent to remove restrictive legends, (b) cause the prompt delivery of appropriate legal opinions from the Company's counsel, and (c) with respect to ADSs listed or traded on any exchange or inter-dealer quotation system, promptly deliver instruction letters to the Company's share registrar and depositary agent to convert the Class A Shares into depositary receipts or similar instruments to be deposited in the Holder's brokerage account(s).

6.7 Further Instruments and Acts. Upon request of the Holder, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out the purposes of this Note.

6.8 New Note Instruments. Upon request of the Holder for the Note to be broken down into a number of note instruments of smaller principal amounts, the Company shall issue additional note instruments of such smaller principal amounts within five (5) Business Days; provided that the existing note instrument of this Note shall be returned by the Holder to the Company for cancellation.

6.9 Replacement of Note. Upon the loss, theft, destruction or mutilation of this Note (and in the case of loss, theft or destruction, of indemnity from the Holder reasonably acceptable to the Company, or in the case of mutilation, upon surrender and cancellation thereof), the Company shall at the Holder's expense within five (5) Business Days execute and deliver to the Holder, in lieu thereof, a new Note, dated and bearing interest from the date hereof.

6.10 Certain Issuances. The Company covenants and agrees that it shall not, without the prior written consent of the Holder, issue and sell any convertible notes that are convertible into equity interest in the Company, or any preferred shares, if those convertible notes or preferred shares, as applicable, have a maturity date (or a redemption or repurchase date on which the holder thereof is entitled to demand redemption or repurchase by the Company of the convertible notes or preferred shares, as applicable) earlier than the Repurchase Date.

6.11 PFIC Disclosure. The Company shall use its reasonable efforts to avoid the Company or any of its Subsidiaries being classified as a "passive foreign investment company" (a "PFIC") within the meaning of Section 1297 of the U.S. Internal Revenue Code of 1986, as amended, for the current and any future taxable year. Within seventy-five (75) days from the end of each taxable year of the Company, the Company shall determine whether the Company or any of its Subsidiaries was a PFIC in such taxable year. If the Company determines that the Company or, if applicable, any of its Subsidiaries was a PFIC in a taxable year (or if the U.S. Internal Revenue Service or the Holder informs the Company that it has so determined), the Company shall, within one hundred and five (105) days from the end of such taxable year, inform the Holder of such determination and shall provide or cause to be provided to the Holder upon request a complete and accurate "PFIC Annual Information Statement" as described in Section 1.1295-1(g)(1) of the U.S. Treasury Regulations for the Company or the applicable Subsidiary of the Company.

ARTICLE 7
CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

7.1 Company May Consolidate, Etc. on Certain Terms. Subject to the provisions of Section 7.2, the Company shall not consolidate with, merge with or into, or sell, convey, transfer or lease all or substantially all of its properties and assets to another Person unless:

(a) the resulting, surviving or transferee Person (the "Successor Company"), if not the Company, shall be a corporation, organized and existing under the laws of the United States of America, any State thereof, the District of Columbia, the Cayman Islands, the British Virgin Islands, Bermuda or Hong Kong and the Successor Company (if not the Company) shall expressly assume all of the obligations of the Company under the Transaction Documents; and

(b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under this Note.

For purposes of this Section 7.1, the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of one or more Subsidiaries of the Company to another Person, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, shall be deemed to be the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of the Company to another Person.

7.2 Successor Corporation to Be Substituted. In case of any such consolidation, merger, sale, conveyance, transfer or lease and upon the assumption by the Successor Company of the due and punctual payment of the principal of and accrued and unpaid interest on the Note, the due and punctual delivery or payment, as the case may be, of any consideration due upon conversion of the Note and the due and punctual performance of all of the covenants and conditions of the Note to be performed by the Company, such Successor Company (if not the Company) shall succeed to and, except in the case of a lease of all or substantially all of the Company's properties and assets, shall be substituted for the Company, with the same effect as if it had been named herein as the party of the first part. In the event of any such consolidation, merger, sale, conveyance or transfer (but not in the case of a lease), upon compliance with this Article 7 the Person named as the "Company" in the first paragraph of the Note (or any successor that shall thereafter have become such in the manner prescribed in this Article 7) may be dissolved, wound up and liquidated at any time thereafter and, except in the case of a lease, such Person shall be released from its liabilities as obligor and maker of the Note and from its obligations under the Note.

7.3 Compliance. No consolidation, merger, sale, conveyance, transfer or lease shall be effective unless the Holder shall receive an Officer's Certificate that any such consolidation, merger, sale, conveyance, transfer or lease and any such assumption complies with the provisions of this Article 7.

ARTICLE 8
NO RIGHTS AS SHAREHOLDER PRIOR TO CONVERSION

For the avoidance of doubt, the Holder hereby acknowledges and agrees that it has not been conferred with any of the rights of a shareholder of the Company, including the right to vote as such, by any of the provisions hereof or any right (a) to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, (b) to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of shares, reclassification of shares, change of par value, or change of shares to no par value, consolidation, merger, scheme of arrangement, conveyance, or otherwise), or (c) to receive notice of meetings or to receive in-kind dividends or subscription rights or otherwise, until the Note shall have been converted and ADSs or Class A Shares issuable upon the conversion hereof shall have been issued, as provided for in the Note.

ARTICLE 9
CANCELLATION

After all amounts at any time owing on the Note have been paid in full or upon the conversion of the Note in full pursuant to Article 3, the Note shall be surrendered to the Company for cancellation and shall not be reissued.

ARTICLE 10
NO REDEMPTION OR PREPAYMENT

This Note shall not be redeemable or prepaid by the Company prior to the Maturity Date, and no sinking fund is provided for this Note.

ARTICLE 11
MISCELLANEOUS

11.1 Termination of Rights. All rights under this Note shall terminate when (a) all amounts at any time owing on the Note have been paid in full or (ii) the Note is converted in full pursuant to the terms set forth in Article 3.

11.2 Provisions Binding on Company's Successors. All the covenants, stipulations, promises and agreements of the Company contained in the Note shall bind its successors and assigns whether so expressed or not.

11.3 Official Acts by Successor Company. Any act or proceeding by any provision of the Note authorized or required to be done or performed by any board, committee or Officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or other entity that shall at the time be the lawful sole successor of the Company.

11.4 Amendment; Waiver. The amendment, modification or supplement to any term of the Note shall be effected by a written instrument executed by the Holder and the Company. The observance of any provision in the Note may be waived only by the written consent of the party against whom such waiver is to be effective. No failure or delay on the part of any party to exercise any right hereunder shall operate as waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

11.5 Transferability.

(a) The Holder covenants that the Note and/or the Class A Shares or ADSs issuable upon conversion of the Note will only be disposed of pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act, and in compliance with any applicable state securities laws.

(b) The Holder agrees to the imprinting, until no longer required by this Section 11.5, of the following legend on any certificate evidencing the Note or the Class A Shares issuable upon conversion of the Note:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (AS AMENDED, THE "SECURITIES ACT") OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTIONS. THESE SECURITIES MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (2) AN EXEMPTION OR QUALIFICATION UNDER APPLICABLE SECURITIES LAWS. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THESE SECURITIES IN VIOLATION OF THE FOREGOING RESTRICTIONS SHALL BE NULL AND VOID.
>
> The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of the Note or the Class A Shares issuable upon conversion of the Note if, unless otherwise required by state securities laws, (i) such securities are registered for resale under the Securities Act and are transferred to a Holder pursuant to a registration statement that is effective at the time of such transfer, (ii) in connection with a sale, assignment or other transfer, such Holder provides the Company with an opinion of counsel, the form and substance of which opinion shall be reasonably acceptable to the Company with respect to transactions of a similar nature, that the sale, assignment or transfer of the securities may be made without registration under the applicable requirements of the Securities Act or (iii) such Holder provides the Company with reasonable assurance that the securities can be sold, assigned or transferred pursuant to Rule 144 or have been sold under Rule 144.

(c) Transfers of this Note not in contravention of applicable Law and the Transaction Documents shall be registered upon registration books maintained for such purpose by or on behalf of the Company. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever.

11.6 Governing Law. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREUNDER.

11.7 Dispute Resolution.

(a) Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong.

(b) It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

11.8 Notices. All notices and other communications given under this Note shall be in writing and shall be deemed to have been duly given: (a) upon receipt, when delivered personally; (b) one Business Day after deposit with an internationally recognized overnight courier service; or (c) when sent by confirmed electronic mail if sent during normal business hours of the recipient, or if not, then on the next Business Day, in each case properly addressed to the party to receive the same. The addresses of the parties for such communications are:

If to the Company:

LexinFintech Holdings Ltd.
Address: 27/F CES Tower
No. 3099 Keyuan South Road
Nanshan District, Shenzhen 518052
The People's Republic of China
Email: [Email address]
Attention: Jay Wenjie Xiao

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

Skadden, Arps, Slate, Meagher & Flom LLP
Address: c/o 42/F Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Email: [Email address]
Attention: Z. Julie Gao

If to the Holder:

PAGAC Lemongrass Holding I Limited
Address: 15/F, AIA Central
1 Connaught Road Central, Hong Kong
Email: [Email address]
Attention: Jon Lewis

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

Fenwick & West LLP
Address: Unit 908, 9th Floor, Kerry Parkside Office
No. 1155 Fang Dian Road
Pudong, Shanghai 201204
The People's Republic of China
Email: [Email address]
Attention: Niping Wu

A party may change or supplement the addresses given above by giving the other party written notice thereof in the manner set forth above.

11.9 Calculations. Except as otherwise provided herein, the Company shall be responsible for making all calculations called for under the Note and shall provide a schedule of its calculations to the Holder upon request. These calculations include, but are not limited to, determinations of the Last Reported Sale Prices, accrued interest payable on the Note, the number of Additional Class A Shares to be added to the Conversion Rate upon a Make-Whole Fundamental Change, if any, and the Conversion Rate. The Company shall make all these calculations in good faith and, absent manifest error, the Company's calculations shall be final and binding on the Holder.

11.10 Delays or Omissions. No delay or failure by any party to insist on the strict performance of any provision of the Note, or to exercise any power, right or remedy, will be deemed a waiver or impairment of such performance, power, right or remedy or of any other provision of the Note, nor shall it be construed to be a waiver of any breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring.

11.11 Interpretation. If any claim is made by a party relating to any conflict, omission or ambiguity in the provisions of the Note, no presumption or burden of proof or persuasion will be implied because the Note was prepared by or at the request of any party or its counsel.

11.12 Rules of Construction. The headings contained in this Note are for reference purposes only and do not affect in any way the meaning or interpretation of this Note. In this Note, except as otherwise provided, (i) the terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation; (ii) where a reference is made herein to an Article, Section, Exhibit or Schedule, such reference is to an Article, Section, Exhibit or Schedule of this Note; (iii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Note as a whole; (iv) any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders; (v) references to a Person are also to its successors and permitted assigns; and (vi) references to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued or related to such legislation.

[The remainder of this page has been deliberately left blank]

IN WITNESS WHEREOF, the Company has caused the Note to be issued on the date first above written.

COMPANY:

LexinFintech Holdings Ltd.
(□□□□□□□□)

By: /s/ Wenjie Xiao
(Signature)

Name: Wenjie Xiao
Title: Chairman and Chief executive officer

[Signature Page to Convertible Senior Note]

Exhibit A

FORM OF REPURCHASE NOTICE

To: LEXINFINTECH HOLDINGS LTD. (□□□□□□□□)

Reference is made to that certain US$_____ convertible senior note (the "Note") dated _____ issued by LexinFintech Holdings Ltd. (□□□□□□□□) (the "Company") to the undersigned Holder. Capitalized terms used and not defined herein shall have the meaning set forth in the Note.

The undersigned Holder of the Note hereby acknowledges receipt of a notice from the Company as to the right of the Holder to require the Company to repurchase all or a portion of the Note on the Repurchase Date, and requests and instructs the Company to pay to the Holder in accordance with Section 5.2 of the Note (1) [the entire principal amount of this Note] / [the portion of the principal amount of this Note below designated], and (2) if such Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest thereon to, but excluding, such Repurchase Date.

[Principal amount to be repaid (if less than all): US$_____]

Dated: _____

[NAME OF HOLDER]

By: _____
Name:
Title:

Exhibit B

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: LEXINFINTECH HOLDINGS LTD. (□□□□□□□□)

Reference is made to that certain US$_____ convertible senior note (the "Note") dated _____ issued by LexinFintech Holdings Ltd. (□□□□□□□□) (the "Company") to the undersigned Holder. Capitalized terms used and not defined herein shall have the meaning set forth in the Note.

The undersigned Holder of the Note hereby acknowledges receipt of a notice from the Company as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to pay to the Holder in accordance with Section 5.2 of this Note (1) [the entire principal amount of this Note] / [the portion of the principal amount of this Note below designated], and (2) if such Fundamental Change Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest thereon to, but excluding, such Fundamental Change Repurchase Date.

[Principal amount to be repaid (if less than all): US$_____]

Dated: _____

[NAME OF HOLDER]

By: _____
Name:
Title:

Exhibit 99.4

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made on September 11, 2019 ("Effective Date") by and between:

(1) LexinFintech Holdings Ltd. (□□□□□□□□), an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"); and

(2) each of the parties set forth in Schedule I hereto (each, an "Investor", and collectively, the "Investors").

The Investors and the Company are herein referred to each as a "Party," and collectively as the "Parties."

RECITALS

A. On September 11, 2019, the Company and the Investors entered into a Convertible Note Purchase Agreement (the "Note Purchase Agreement").

B. In connection with the Note Purchase Agreement and in order to induce the Investors to consummate the transactions contemplated under the Note Purchase Agreement, the Company and the Investors have agreed to enter into this Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions. The following terms shall have the meanings ascribed to them below:

"2017 Registrable Securities" means the "registrable securities" defined under the 2017 Shareholders Agreement.

"2017 Shareholders Agreement" means that certain fourth amended and restated shareholders agreement, dated October 21, 2017, by and among the Company and other parties thereto, as amended.

"ADS" means an American depositary share of the Company, representing two Ordinary Shares as of the date hereof.

"Affiliate" means, with respect to any Person, (i) in the case of a Person other than a natural person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with such first Person, and (ii) in the case of a natural person, any other Person that is directly or indirectly Controlled by such first Person or is a Relative of such first Person; provided that the Company and its Subsidiaries shall be deemed not to be Affiliates of any Investor.

"Agreement" shall have the meaning ascribed to such term in the Preamble.

"Alternative Transaction" shall have the meaning ascribed to such term in Section 2.2(b).

"Applicable Law" means with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

"Board" means the board of directors of the Company.

"Business Day" means any day that is not a Saturday, a Sunday or another day on which banks are required or authorized by law to be closed in the PRC, Hong Kong or New York City.

"Company" shall have the meaning ascribed to such term in the Preamble.

"Company Securities" means (i) Ordinary Shares, (ii) securities convertible into or exchangeable for Ordinary Shares, (iii) any options, warrants or other rights to acquire Ordinary Shares and (iv) any depository receipts or similar instruments issued in respect of Ordinary Shares.

"Control" (including the terms "Controlled by" and "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, provided, that such power shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of fifty percent (50%) of the outstanding voting securities of such Person or the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Effective Date" shall have the meaning ascribed to such term in the Preamble.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Form F-3" means Form F-3 (or Form S-3 if the Company is no longer a "foreign private issuer" within the meaning of Rule 405 under the Securities Act) promulgated by the SEC under the Securities Act or any successor form or substantially similar form then in effect, which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

"Form F-3 Request Notice" shall have the meaning ascribed to such term in Section 2.2(a).

"Governmental Authority" any federal, national, foreign, supranational, state, provincial, local, municipal or other political subdivision or other government, governmental, regulatory or administrative authority, agency, board, bureau, department, instrumentality or commission, any court, tribunal, judicial or arbitral body of competent jurisdiction, any self-regulatory organization or any stock exchange.

"HKIAC" shall have the meaning ascribed to such term in Section 6.2.

"Holder" means any Person who holds Registrable Securities or any assignee of record of such Registrable Securities to whom rights under this Agreement have been duly assigned in accordance with this Agreement.

"Initiating Holders" shall have the meaning ascribed to such term in Section 2.1(b).

"Investor" or "Investors" shall have the meaning ascribed to such term in the Preamble.

"Notes" means the convertible note(s) issued under the Note Purchase Agreement and held by any Investor, including any note(s) issued in replacement thereof or in exchange therefor.

"Note Purchase Agreement" shall have the meaning ascribed to such term in the Recital.

"Ordinary Shares" means Class A ordinary shares of the Company, with par value being US$0.0001 per share, and any other security into which such Ordinary Shares may hereafter be converted or changed.

"Party" or "Parties" shall have the meaning ascribed to such term in the Preamble.

"Person" means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, organization, entity or Governmental Authority.

"PRC" means the People's Republic of China, but, for the purposes of this Agreement, shall not include Hong Kong, the Macau Special Administrative Region or Taiwan.

"Registrable Securities" means (i) the ADSs or Ordinary Shares issuable upon conversion of the Notes, (ii) any ADSs or Ordinary Shares issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, in exchange for or in replacement of, the Ordinary Shares described in clause (i), and (iii) any ADSs issued in respect of any Ordinary Shares described in clauses (i) or (ii); provided, however, that ADSs or Ordinary Shares that are Registrable Securities shall cease to be Registrable Securities: (A) to the extent that such ADSs or Ordinary Shares have been sold pursuant to a registration statement that has become effective under the Securities Act or pursuant to Rule 144 under the Securities Act, (B) to the extent an Investor has otherwise transferred such ADSs or Ordinary Shares to a third party transferee without assigning or transferring any of its registration rights hereunder to such transferee, or (C) with respect to a Holder, when such Holder is eligible to sell, transfer or otherwise convey all of such Holder's Registrable Securities without volume limitation pursuant to Rule 144 under the Securities Act.

"registration" means a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement; and the terms "register" and "registered" have meanings concomitant with the foregoing.

"Request Notice" shall have the meaning ascribed to such term in Section 2.1(a).

"Resale Shelf" shall have the meaning ascribed to such term in Section 2.2(b).

"SEC" means the U.S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"U.S." means the United States of America.

"Violation" shall have the meaning ascribed to such term in Section 3.1.

1.2 Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. For all purposes of this Agreement, except as otherwise expressly provided, (i) the terms defined in this Section 1 shall have the meanings assigned to them in this Section 1 and include the plural as well as the singular, (ii) all references in this Agreement to designated "Sections" and other subsections are to the designated Sections and other subsections of the body of this Agreement, (iii) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (iv) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subsection, (v) all references in this Agreement to designated schedules, exhibits and annexes are to the schedules, exhibits and annexes attached to this Agreement unless explicitly stated otherwise, (vi) "or" is not exclusive, (vii) the term "including" will be deemed to be followed by ", but not limited to," (viii) the terms "shall," "will," and "agrees" are mandatory, and the term "may" is permissive, and (ix) the term "day" means "calendar day."

2. REGISTRATION RIGHTS

2.1 Demand Registration

(a) Request by Holders. If the Company shall at any time after the Effective Date receive a written request from the Holders of at least thirty percent (30%) of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act covering the registration of Registrable Securities pursuant to this Section 2.1, then the Company shall, within ten (10) Business Days of the receipt of such written request, give written notice of such request ("Request Notice") to all Holders, and shall use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all Registrable Securities that the Holders request to be registered and included in such registration by written notice given by such Holders to the Company within ten (10) Business Days after receipt of the Request Notice, subject only to the limitations of this Section 2.1; provided that the Company shall not be obligated to effect any such registration if (i) the Company has, within the six (6) month period preceding the date of such request, already effected a registration under the Securities Act pursuant to this Section 2.1 or Section 2.2, or in which the Holders had an opportunity to participate pursuant to the provisions of Section 2.3, other than a registration from which the Registrable Securities of Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration), or (ii) the aggregate market value of the Registrable Securities initially requested to be included in such registration (not including any Registrable Securities subsequently requested to be included in response to the Request Notice), calculated based upon the average closing price of the Registrable Securities for the ten (10) consecutive trading days immediately prior to the date of the Holders' written request for such registration pursuant to this Section 2.1(a), is less than US$50,000,000.

(b) Underwriting. If the Holders initiating the registration request under this Section 2.1 ("Initiating Holders") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 2.1 and the Company shall include such information in the Request Notice referred to in Section 2.1(a). In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditional upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 2.1, if the underwriter(s) advise(s) the Company in good faith in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the initiating Holders); provided, however, that (i) the number of Registrable Securities included in any such registration shall not be reduced to a number below thirty percent (30%) of the aggregate number of Registrable Securities for which inclusion has been requested and (ii) the number of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s) delivered at least ten (10) days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded or withdrawn (as applicable) from the registration.

(c) Maximum Number of Demand Registrations. The Company shall have no obligation to effect more than three (3) registrations pursuant to this Section 2.1.

(d) Deferral. Notwithstanding the foregoing, if the Company shall furnish to Holders requesting the filing of a registration statement pursuant to this Section 2.1, a certificate signed by the chief executive officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period; provided, further, that during such ninety (90) day period, the Company shall not file any registration statement pertaining to the public offering of any securities of the Company.

(e) Demand Withdrawal. A Holder that has requested its Registrable Securities be included in a registration pursuant to Section 2.1(a) may withdraw all or any portion of its Registrable Securities from such registration by written notice to the Company delivered at least ten (10) days prior to the effectiveness of the applicable registration statement; provided that the Company will not be obligated to proceed with the registration if the aggregate market value of the remaining and unwithdrawn Registrable Securities requested to be included in such registration (calculated based upon the average closing price of the Registrable Securities for the ten (10) consecutive trading days immediately prior to the date of the Holders' written request for such registration pursuant to Section 2.1(a)) is less than US$50,000,000. A duly withdrawn registration shall not count as a demand registration for purposes of Section 2.1(c).

(f) Expenses. All expenses incurred in connection with any registration pursuant to this Section 2.1, including without limitation all U.S. federal, "blue sky" and all foreign registration, filing and qualification fees, printer's and accounting fees, fees and disbursements of counsel for the Company and outside counsel for any Holder, and any fees charged by any depositary bank, transfer agent or share registrar, but excluding underwriters' discounts and commissions, shall be borne by the Company. Each Holder participating in a registration pursuant to this Section 2.1 shall bear such Holder's proportionate share (based on the number of Registrable Securities sold for the account of such Holder in such registration) of all discounts, commissions or other similar amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders. Notwithstanding the foregoing, the Company shall not be required to pay any expense of any registration proceeding begun pursuant to this Section 2.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered, unless the Holders of a majority of the Registrable Securities then outstanding agree that such registration constitutes the use by the Holders of one (1) demand registration pursuant to this Section 2.1 (in which case such registration shall also constitute the use by all Holders of Registrable Securities of one (1) such demand registration); provided, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change, or if the registration proceeding is terminated for any reason not specifically covered by this Section 2.1(f), then the Company shall be required to pay all of such expenses and such registration shall not constitute the use of a demand registration pursuant to this Section 2.1.

2.2 Form F-3 Registration

(a) Notice and Registration. The Company shall use its best efforts to qualify for registration on Form F-3. If the Company shall receive a written request or requests from any Holder or Holders of at least thirty percent (30%) of the Registrable Securities then outstanding that the Company effect a registration on Form F-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will promptly give written notice ("Form F-3 Request Notice") of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of Registrable Securities. As soon as practicable, the Company shall effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within ten (10) Business Days after the Company provides the foregoing notice; provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.2:

(i) if Form F-3 is not available for such offering by the Holders;

(ii) if the Company shall furnish to the Holders a certificate signed by the chief executive officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such Form F-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 registration statement no more than once during any twelve (12) month period for a period of not more than ninety (90) days after receipt of the request of the Holder or Holders under this Section 2.2; provided that during such ninety (90) day period, the Company shall not file any registration statement pertaining to the public offering of any securities of the Company;

(iii) if the Company has, within the six (6) month period preceding the date of such request, already effected a registration under the Securities Act pursuant to Section 2.1, or in which the Holders had an opportunity to participate pursuant to the provisions of Section 2.3, other than a registration from which the Registrable Securities of Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration); or

(iv) if the aggregate market value of the Registrable Securities initially requested to be included in such registration (not including any Registrable Securities subsequently requested to be included in response to the Form F-3 Request Notice), calculated based upon the average closing price of the Registrable Securities for the ten (10) consecutive trading days immediately prior to the date of the Holders' written request for such registration pursuant to this Section 2.2(a), is less than US$50,000,000.

(b) Resale Shelf; Alternative Transactions. At any time when the Company is eligible to file a registration statement on Form F-3 for a secondary offering of equity securities pursuant to Rule 415 under the Securities Act (a "Resale Shelf"), any registration statement requested pursuant to this Agreement shall be made as a Resale Shelf. The Company shall use its reasonable best efforts to keep such Resale Shelf continuously effective under the Securities Act in order to permit the prospectus forming a part thereof to be usable by Holders until the earlier of (i) the date as of which all Registrable Securities have been sold pursuant to the Resale Shelf or another registration statement filed under the Securities Act or otherwise cease to be Registrable Securities and (ii) eighteen (18) months after the Resale Shelf becomes effective under the Securities Act. The Company shall not be required to file more than two (2) Resale Shelf registration statements pursuant to this Section 2.2(b) in any twelve- (12-) month period. During the period of effectiveness of a Resale Shelf, any resale of shares of Registrable Securities pursuant to this Agreement shall be in the form of a "takedown" from such Resale Shelf rather than a separate registration statement. The Company shall use its commercially reasonable efforts to cooperate in a timely manner with any request of the Holders in respect of any block trade, hedging transaction or other transaction that is registered pursuant to a Resale Shelf that is not a firm commitment underwritten offering (each, an "Alternative Transaction"), including entering into customary agreements with respect to such Alternative Transactions (and providing customary representations, warranties, covenants and indemnities in such agreements) as well as providing other reasonable assistance in respect of such Alternative Transactions of the type applicable to a public offering, to the extent customary for such transactions.

(c) Underwriting. If the Holders initiating the registration request under this Section 2.2 intend to distribute the Registrable Securities covered by their request by means of an underwriting, then the provisions of Section 2.1(b) shall apply.

(d) Expenses. All expenses incurred in connection with any registration pursuant to this Section 2.2, including without limitation all U.S. federal, "blue sky" and all foreign registration, filing and qualification fees, printer's and accounting fees, fees and disbursements of counsel for the Company and outside counsel for any Holder, and any fees charged by any depositary bank, transfer agent or share registrar, but excluding underwriters' discounts and commissions, shall be borne by the Company. Each Holder participating in a registration pursuant to this Section 2.2 shall bear such Holder's proportionate share (based on the number of Registrable Securities sold for the account of such Holder in such registration) of all discounts, commissions or other similar amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders.

(e) Not Demand Registration. Registrations and takedowns pursuant to this Section 2.2 shall not be deemed to be demand registrations as described in Section 2.1 above. There shall be no limit on the number of times the Holders may request registration or takedown of Registrable Securities under this Section 2.2.

2.3 Piggyback Registrations

(a) Piggyback Registrations. The Company shall notify all Holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any registration under Section 2.1 or Section 2.2 or to any employee benefit plan or a corporate reorganization) and will afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by such Holder shall within ten (10) Business Days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(b) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.3 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. Each Holder shall have the right to withdraw all or part of its Registrable Securities from any registration under this Section 2.3 by written notice delivered at least ten (10) days prior to the effectiveness of the relevant registration statement. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.3(d).

(c) Underwriting. If a registration statement under which the Company gives notice under this Section 2.3 is for an underwritten offering, then the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 2.3 shall be conditional upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected by the Company for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude the Registrable Securities from the registration and the underwriting on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting participation in such registration; provided, however, that the right of the underwriter(s) to exclude Registrable Securities from the registration and underwriting as described above shall be restricted so that (i) the number of Registrable Securities included in any such registration is not reduced to a number below thirty percent (30%) of the aggregate number of Registrable Securities for which inclusion has been requested; and (ii) all shares that are not Registrable Securities (other than the 2017 Registrable Securities in the event that the holders thereof exercise their demand registration rights under the 2017 Shareholders Agreement) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s) delivered at least ten (10) days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(d) Expenses. All expenses incurred in connection with any registration pursuant to this Section 2.3, including without limitation all U.S. federal, "blue sky" and all foreign registration, filing and qualification fees, printer's and accounting fees, fees and disbursements of counsel for the Company and outside counsel for any Holder, and any fees charged by any depositary bank, transfer agent or share registrar, but excluding underwriters' discounts and commissions, shall be borne by the Company. Each Holder participating in a registration pursuant to this Section 2.3 shall bear such Holder's proportionate share (based on the number of Registrable Securities sold for the account of such Holder in such registration) of all discounts, commissions or other similar amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders.

(e) Not Demand Registration. Registration pursuant to this Section 2.3 shall not be deemed to be a demand registration as described in Section 2.1 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 2.3.

2.4 Obligations of the Company

Whenever required to effect the registration of any Registrable Securities under this Agreement, the Company shall, as expeditiously as reasonably practicable:

(a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective as soon as practicable and remain effective until the earlier of (i) the one hundred twentieth (120th) day (or, in the case of a Resale Shelf, eighteen (18) months) after the date of effectiveness and (ii) such shorter period which will terminate when all Registrable Securities covered by such registration statement have been sold, provided, however, that (x) before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall provide counsel for Holders of registration rights relating to securities of the Company with an adequate and appropriate opportunity to review and comment on such registration statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the SEC, it being understood that such documents shall be under the Company's control, and (y) the Company shall notify the counsel and each selling Holder of Registrable Securities of any stop order issued or threatened by the SEC and take all action required to prevent the entry of such stop order or to remove it if entered.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such registration statement.

(c) Prospectuses. Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service of process in such jurisdiction and except as may be required by the Securities Act.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement, provided that (i) no Holder will be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements specifically regarding such Holder, its rights, title and interest in the Registrable Securities and its intended method of distribution and any other representations customarily required or required by law and (ii) no Holder will be required to provide an indemnity in such underwriting agreement that is broader than the provisions in Section 3.2.

(f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and the Company shall promptly prepare a supplement or amendment to such prospectus (and, if necessary, a post-effective amendment to the registration statement) and furnish to the selling Holder of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a "comfort" letter dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities.

(h) Exchange Listing. Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed.

(i) SEC Compliance; Earnings Statements. Comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the registration statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the registration statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

2.5 Furnish Information.

It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of the selling Holders that such selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be reasonably required to timely effect the Registration of their Registrable Securities.

2.6 Provisions Relating to Notes

The Parties agree that, for so long as any Note remains outstanding:

(a) Whenever the provisions of this Agreement require determination of the number of Registrable Securities outstanding, such number shall include the number of Registrable Securities issuable upon conversion of all outstanding Notes held by the Investors; and

(b) An Investor that holds all or any portion of the outstanding Notes shall be deemed a Holder of such number of Registrable Securities that are issuable upon full conversion of the outstanding Notes held by such Investor for all purposes of this Agreement.

3. INDEMNIFICATION

Notwithstanding any other provision under this Agreement, in the event any Registrable Securities are included in a registration statement under this Agreement:

3.1 Indemnification by the Company. To the extent permitted by law, the Company shall indemnify and hold harmless each Holder, and each of their respective partners, officers, directors, employees, advisors, agents, any underwriter (as defined in the Securities Act) for such Holder, and each Person, if any, who Controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against all losses, claims, damages and liabilities (joint or several; or actions, proceedings or settlements in respect thereof) to which such Holder, partner, officer, director, employee, advisor, agent, underwriter or Controlling Person may become subject under applicable laws which relate to action or inaction required of the Company in connection with any registration, qualification or compliance, insofar as such losses, claims, damages or liabilities (or actions, proceedings or settlements in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"):

(a) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(b) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading; or

(c) any violation or alleged violation by the Company of any applicable securities laws, or any rule or regulation promulgated thereunder in connection with the offering covered by such registration statement;

and the Company shall reimburse such Holder, partner, officer, director, employee, advisor, agent, underwriter and Controlling Person for any legal or other expenses reasonably incurred by them, as such expenses are incurred, in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; provided, however, that the indemnity agreement contained in this Section 3.1 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability, action or proceeding to the extent that it arises out of or is based upon (A) a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by a Holder or any of their respective partners, officers, directors, employees, advisors, agents, underwriters or Controlling Persons or (B) delivery of a prospectus by a Holder who has received notice from the Company that the registration statement relating thereto contains an untrue statement of a material fact or an omission of a material fact.

3.2 Indemnification by the Holders. To the extent permitted by law, each Holder shall, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualifications or compliance is being effected pursuant to Section 2.1, Section 2.2 or Section 2.3, indemnify and hold harmless the Company, each of its employees, advisors, agents and directors, each of its officers who has signed the registration statement, each Person, if any, who Controls the Company within the meaning of the Securities Act and any underwriter, against any losses, claims, damages or liabilities (joint or several; or actions, proceedings or settlements in respect thereof) to which the Company or any such director, officer, legal counsel, Controlling Person underwriter may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions, proceedings or settlements in respect thereof) arise out of or are based upon any of the following statements, omissions or Violation, in each case to the extent (and only to the extent) that such statement, omission or Violation occurs in the Company's reasonable reliance upon and in conformity with written information furnished by such Holder, or their respective partners, officers, directors, employees, advisors, agents, underwriters or Controlling Persons expressly for use in connection with such registration:

(a) untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; or

(b) omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading,

and such Holder shall reimburse any legal or other expenses reasonably incurred by the Company or any such employee, advisor, agent, director, officer, controlling Person or underwriter in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; provided, however, that the indemnity agreement contained in this Section 3.2 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of such Holder, which consent shall not be unreasonably withheld; and provided, further, that except for liability for fraud or willful misrepresentation, in no event shall any indemnity under this Section 3.2 exceed the net proceeds received by such Holder in such registration. For the avoidance of doubt, the obligations of the Holders under this Section 3.2 are several but not joint.

3.3 Conduct of Indemnification Proceedings. Any Person entitled to indemnification or contribution hereunder (the "Indemnified Party") agrees to give prompt written notice to the indemnifying party (the "Indemnifying Party") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party is materially prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. Each Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the reasonable and documented out of pocket fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and such parties have been advised by such counsel that either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the reasonable and documented out of pocket fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties and all such reasonable and documented out of pocket fees and expenses shall be reimbursed as incurred. No Indemnifying Party shall be liable for any settlement entered into without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

3.4 Contribution. If the indemnification provided for in this Section 3 from the Indemnifying Party is unavailable to an Indemnified Party hereunder or insufficient to hold harmless an Indemnified Party in respect of any losses, claims, damages and liabilities (or actions, proceedings or settlements in respect thereof) referred to herein, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages and liabilities (or actions, proceedings or settlements in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions which resulted in such losses, claims, damages and liabilities (or actions, proceedings or settlements in respect thereof), as well as any other relevant equitable considerations. The relative faults of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damages and liabilities (or actions, proceedings or settlements in respect thereof) referred to above shall be deemed to include, subject to the limitations set forth herein, any reasonable and documented out of pocket legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; provided, that the total amount to be contributed by any Holder shall be limited to the net proceeds received by such Holder in the offering. The Parties agree that it would not be just and equitable if contribution pursuant to this Section 3.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding sentence. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

3.5 Survival. The obligations of the Company and Holders under this Section 3 shall survive for a period of six (6) years after the completion of any offering of Registrable Securities in a registration statement under this Agreement.

4. 2017 SHAREHOLDERS AGREEMENT

Each Holder hereby acknowledges and agrees that the registration rights granted hereunder shall be subordinate to the registration rights to which the "Holders" (as defined in the 2017 Shareholders Agreement) are entitled pursuant to the 2017 Shareholders Agreement.

5. ASSIGNMENT

The registration rights granted to the Investor under this Agreement shall not be transferred or assigned in whole or in part by the Investor without the prior written consent of the Company; provided that the Investor may transfer or assign the registration rights granted to it under this Agreement without the prior written consent of the Company to any Person to whom the Investor transfers all or any portion of the Notes or Registrable Securities in compliance with the terms of the Transaction Documents (as defined in the Note Purchase Agreement). Such transferee shall execute a counterpart to this Agreement and become a party hereto, and shall be deemed an "Investor" and be bound by the terms and conditions of this Agreement.

6. MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws thereunder.

6.2 Dispute Resolution. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

6.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

6.4 Registration Rights to Third Parties. For so long as the Investor (collectively with its Affiliates) beneficially owns Registrable Securities that represent no less than 50% of the Registrable Securities owned by the Investor immediately after the Closing (as defined in the Note Purchase Agreement) (as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Registrable Securities), without the prior consent of the Holders of seventy-five percent (75%) of the Registrable Securities then outstanding, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any Person any registration rights of any kind (whether similar to the demand, Form F-3 or "piggyback" registration rights described in this Agreement, or otherwise) relating to any Securities of the Company, other than (a) rights that are subordinate in right to the Holders or (b) the registration rights already granted under the 2017 Shareholders Agreement.

6.5 Notices. All notices and other communications given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) upon receipt, when delivered personally; (b) one Business Day after deposit with an internationally recognized overnight courier service; or (c) when sent by confirmed electronic mail if sent during normal business hours of the recipient, or if not, then on the next Business Day, in each case properly addressed to the Party to receive the same. The addresses of the Parties for such communications are set forth on Schedule II. A Party may change or supplement the addresses given above by giving the other Party written notice thereof in the manner set forth above.

6.6 Entire Agreement. This Agreement, together with all the schedules and exhibits hereto and the certificates and other written instruments delivered in connection therewith from time to time on and following the date hereof, constitute and contain the entire agreement of the Parties with respect to the subject matters hereof and thereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to such subject matters.

6.7 Amendment; Waiver.

(a) The provisions of this Agreement may be amended or modified only upon the prior written consent of the Company and the Holders of seventy-five percent (75%) of the Registrable Securities then outstanding.

(b) The observance of any provision in this Agreement may be waived only by the written consent of the Party against whom such waiver is to be effective. No failure or delay on the part of any Party to exercise any right hereunder shall operate as waiver thereof, nor shall any single or partial exercise by any Party of any right preclude any other or future exercise thereof or the exercise of any other right.

6.8 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the Parties. In such event, the Parties shall use commercially reasonable efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement, which most nearly effects the Parties' intent in entering into this Agreement.

6.9 Termination. This Agreement shall terminate as to an Investor or Holder on the date on which that Investor or Holder ceases to own any Registrable Securities, or upon the mutual written consent of the Company and that Investor or Holder. No termination under this Agreement shall relieve any Person of liability for breach prior to termination.

6.10 Further Assurances. The Parties agree to cooperate with each other and do such other reasonable acts and things in good faith as may be necessary to effectuate the intents and purposes of this Agreement, subject to the terms and conditions hereof and compliance with Applicable Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

COMPANY

LEXINFINTECH HOLDINGS LTD.
(□□□□□□□□)

By: /s/ Wenjie Xiao
Name: Wenjie Xiao
Title: Chairman and Chief executive officer

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

INVESTORS

PAGAC LEMONGRASS HOLDING I LIMITED

By: /s/ David Jaemin Kim
Name: David Jaemin Kim
Title: Authorized Signatory

[Signature Page to Registration Rights Agreement]

SCHEDULE I

List of Investors

PAGAC Lemongrass Holding I Limited

SCHEDULE II

Notice

If to the Company, to:

LexinFintech Holdings Ltd. (□□□□□□□□)
Address: 27/F CES Tower
No. 3099 Keyuan South Road
Nanshan District, Shenzhen 518052
The People's Republic of China
Email: [Email address]
Attention: Jay Wenjie Xiao

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

Skadden, Arps, Slate, Meagher & Flom LLP
Address: c/o 42/F Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Email: [Email address]
Attention: Z. Julie Gao

If to Investors, to:

PAGAC Lemongrass Holding I Limited
Address: 15F, AIA Central, 1 Connaught Road Central, Hong Kong
Email: [Email address]
Attention: Jon Lewis

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

Fenwick & West LLP
Address: Unit 908, 9th Floor, Kerry Parkside Office
No. 1155 Fang Dian Road
Pudong New Area, Shanghai 201204
The People's Republic of China
Email: [Email address]
Attention: Niping Wu

Exhibit 99.5

RESTRICTIONS ON SALE AGREEMENT

This RESTRICTIONS ON SALE AGREEMENT (this "Agreement") is made and entered into on September 16, 2019, by and between:

(1) (a) Wenjie XIAO, an individual holding the PRC identity card numbered [ID number], who is the Chief Executive Officer of LexinFintech Holdings Ltd. (□□□□□□□□) (the "Company") and the Chairman of the Company's board of directors on the date hereof, and (b) Yi WU, an individual holding the PRC identity card numbered [ID number], who is the President of the Company on the date hereof (each a "Key Person" and together the "Key Persons"); and

(2) PAGAC Lemongrass Holding I Limited, a Cayman Islands exempted company (the "Purchaser").

Reference is made to the Convertible Note Purchase Agreement dated September 11, 2019 between the Company and the Purchaser (the "NPA") and one or more Convertible Senior Notes issued pursuant to the NPA (the "Notes"). Capitalized terms used but not defined herein have the meanings given in the NPA or the Notes.

To induce the Purchaser to enter into the NPA and in consideration of the Purchaser's subscription for the Notes on and subject to the terms and conditions of the NPA, the parties hereto, intending to be legally bound, agree as follows:

Section 1 Restrictions on Sale. The Key Persons hereby agree and undertake, jointly and severally, that for so long as the Purchaser (collectively with its Affiliates) beneficially owns Notes and/or Conversion Securities that represent no less than 20% of the Notes and/or Conversion Securities owned by the Purchaser immediately after the Closing (in each case on an as-converted basis and as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Conversion Securities):

(a) at any time during the period of 18 months immediately after the Closing Date, the Key Persons shall not (A) directly or indirectly, offer, sell, contract to sell, pledge, encumber, assign, gift, lend, grant or purchase any option, right or warrant for the sale of, or otherwise transfer or dispose of, or enter into any swap or any other agreement or transaction that transfers the economic consequence of ownership of (each a "Transfer") any Securities beneficially owned by them, if such Transfer would result in the aggregate number of Securities beneficially owned by them (together with all transferees in all Exempted Transfers) on an as-converted basis being less than 85,000,000 Ordinary Shares (as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Ordinary Shares), or (B) publicly announce the intention of any Key Person to enter into or effect any Transfer referred to in item (A) above, in each case except with the prior written consent of the Purchaser;

(b) at any time during the period of 48 months immediately after the Closing Date, the Key Persons shall not (A) directly or indirectly, Transfer any Securities beneficially owned by them, if such Transfer would result in the aggregate number of Securities beneficially owned by them (together with all transferees in all Exempted Transfers) on an as-converted basis being less than 53,000,000 Ordinary Shares (as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Ordinary Shares), or (B) publicly announce the intention of any Key Person to enter into or effect any Transfer referred to in item (A) above, in each case except with the prior written consent of the Purchaser; and

(c) for a period of 48 months immediately after the Closing Date, the Key Persons shall not, except with the prior written consent of the Purchaser, Transfer more than an aggregate of 21,000,000 Ordinary Shares (as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Ordinary Shares) for consideration per Ordinary Share that is lower than US$7.00; provided that (i) nothing in this paragraph shall restrict any Exempted Transfer, and (ii) any further Transfer of Securities by the transferee in any such Exempted Transfer shall be deemed as a Transfer by the Key Persons subject to this paragraph (c) including the foregoing proviso.

As used herein, "Exempted Transfer" means any Transfer of Securities (A) for any Key Person's bona fide estate planning purposes (e.g., transfer to a trust), or through will or intestacy, or (B) to any Person beneficially owned and controlled by any Key Person. For the avoidance of doubt, nothing in this Agreement shall restrict any Transfer between the Key Persons or their controlled entities so long as such Transfer does not reduce the aggregate number of Securities beneficially owned by the Key Persons.

Section 2 Remedies. Each Key Person hereby further agrees and undertakes that in the event that (i) such Key Person is in violation of any of its agreements or undertakings set forth in Section 1, (ii) the Purchaser has delivered a written notice to such Key Person, which notice specifies the violation and demands cessation of such violation, and (iii) if such violation is capable of being cured, such Key Person fails to cure the violation within thirty (30) days, then such Key Person shall, upon the request of the Purchaser and without prejudice to any rights, claims, actions, causes of action or remedies of the Purchaser against such Key Person, purchase or cause to be purchased 100% of the Notes and the Conversion Securities owned by the Purchaser at the time of such breach, at an aggregate price (the "Tag Price") equal to (i) the average consideration per Security received by the relevant Key Person in the transaction or series of transactions resulting in such breach, multiplied by (ii) the aggregate number of Conversion Securities owned by the Purchaser or convertible from the Notes owned by the Purchaser; provided that the Tag Price shall in no event be lower than (1) US$14.00 multiplied by (2) the aggregate number of Conversion Securities owned by the Purchaser or convertible from the Notes owned by the Purchaser, as if a Make-Whole Fundamental Change (with the Effective Date being the date of such breach and the ADS Price being US$14.00) had occurred and such conversion had been effected in connection with such Make-Whole Fundamental Change.

Section 3 Termination. This Agreement shall lapse and automatically be terminated on the earlier of (i) the fourth anniversary of the date hereof and (ii) the date on which the Purchaser (collectively with its Affiliates) ceases to beneficially own Notes and/or Conversion Securities that represent no less than 20% of the Notes and/or Conversion Securities owned by the Purchaser immediately after the Closing (in each case on an as-converted basis and as appropriately adjusted to reflect any share split, share dividend, consolidation, reclassification, recapitalization or similar event affecting the Conversion Securities), except that the provisions of this Section 3 and Section 4 shall remain in full force and effect; provided that nothing herein shall relieve any party hereto from liability for any breach of this Agreement that occurred prior to the termination of this Agreement.

Section 4 Other Provisions. The parties hereto agree that Sections 7.4, 7.5, 7.6, 7.8, 7.9, 7.11 and 7.12 of the NPA shall apply *mutatis mutandis* with respect to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

/s/ Wenjie Xiao
Name: Wenjie XIAO

/s/ Yi Wu
Name: Yi WU

PAGAC Lemongrass Holding I Limited

By: /s/ David Jaemin Kim
Name: David Jaemin Kim
Title: Authorized Signatory

[Signature Page to Restrictions on Sale Agreement]