

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
Amendment No. 1*

Qunar Cayman Islands Limited

(Name of Issuer)

Class B Ordinary Shares, par value \$0.001 per share

(Title of Class of Securities)

74906P1049**

(CUSIP Number)

**Ctrip.com International, Ltd.
c/o 99 Fu Quan Road, Shanghai 200335
The People's Republic of China
Attention: Xiaofan Wang, Chief Financial Officer
+86 (21) 34064880**

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

with a copy to:

**Z. Julie Gao, Esq.
Haiping Li, Esq.
Skadden, Arps, Slate, Meagher & Flom
42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
+852 3910 4850**

October 19, 2016

(Date of Event Which Requires Filing of this Statement)

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

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

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

** There is no CUSIP number assigned to the Class B ordinary shares. CUSIP number 74906P1049 has been assigned to the American Depositary Shares (the "ADSs") of the Issuer, which are quoted on The NASDAQ Global Select Market under the symbol "QUNR." Each ADS represents three Class B 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 ("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 Person Ctrip.com International, Ltd.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 190,152,519 ¹
	8	Shared Voting Power 0
	9	Sole Dispositive Power 190,152,519 ¹
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 190,152,519	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 43.4% ²	
14	Type of Reporting Person (See Instructions) CO	

¹ Consists of 190,152,519 Class B ordinary shares of the Company held by Ctrip.com International, Ltd.

² The percentages of ownership set forth in row 13 above is based on 438,436,628 ordinary shares of the Company (including 6 Class A ordinary shares of the Company and 438,436,622 Class B ordinary shares) outstanding as of October 19, 2016, as disclosed by the Issuer in the Merger Agreement (as defined below).

Item 1. Security and Issuer.

This Amendment No. 1 to Schedule 13D (this “Amendment No. 1”) amends and supplements the Schedule 13D filed on November 5, 2015 (the “Original Schedule 13D”). Unless specifically amended hereby, the disclosures set forth in the Original Schedule 13D shall remain unchanged. All capitalized terms used in this Amendment No. 1 but not defined herein shall have the meanings ascribed thereto in the Original Schedule 13D, as applicable.

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

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

The filing of Amendment No.1 is not being made as a result of any particular acquisitions or dispositions of Ordinary Shares by the Reporting Person.

Pursuant to the Merger Agreement (as defined below), Merger Sub (as defined below) will be merged with and into the Company, with the Company continuing as the surviving entity and a wholly-owned subsidiary of Parent (as defined below) as a result of the Merger (as defined below). The descriptions of the Merger and of the Merger Agreement set forth in Item 4 below are incorporated by reference in their entirety into this Item 3. The information disclosed in this paragraph is qualified in its entirety by reference to the Merger Agreement, which is presented herein as Exhibit B and is incorporated herein by reference in its entirety.

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

Item 4. Purpose of Transaction.

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

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

On June 22, 2016, Ocean Management Limited (“Ocean Management”) submitted a non-binding proposal (the “Proposal”) to the Company’s board of directors related to the proposed acquisition other than ordinary shares owned by the significant shareholders accounting for a majority in voting power of the Company, which include the Reporting Person.

On October 19, 2016, the Reporting Person entered into a consortium agreement (the “Consortium Agreement”) with Ocean Management (together with the Reporting Person, the “Consortium Members”), pursuant to which the Consortium Members will cooperate in good faith in connection with an acquisition transaction (the “Transaction”) with respect to the Issuer, as contemplated by the Proposal.

The Consortium Agreement provides, among other things, for the cooperation and participation in the: (a) evaluation of the Issuer, including conducting due diligence of the Issuer and its business; (b) discussions regarding the Transaction and the Issuer; (c) negotiations of the terms of definitive documentation in connection with the Transaction; and (d) engagement of advisors. During the period beginning on the date of the Consortium Agreement and ending on the earlier of (i) twelve (12) months following the termination of the Consortium Agreement as a result of the Consortium Members and/or the Issuer being unable to reach agreement on the terms of the Transaction, or (ii) the termination of the Consortium Agreement on the occurrence of other termination events, the Consortium Members have agreed to deal exclusively with each other with respect to the Transaction.

References to the Consortium Agreement in this Statement are qualified in their entirety by reference to the Consortium Agreement, a copy of which is attached hereto as Exhibit C, and incorporated herein by reference in their entirety.

On the same date, the Issuer entered into an agreement and plan of merger (the "Merger Agreement") with Ocean Management, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent") and Ocean Management Merger Sub Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"). Pursuant to the terms of the Merger Agreement, at the effective time of the merger, each ordinary share of the Company issued and outstanding immediately prior to the effective time of the merger (each a "Share") will be cancelled and cease to exist in exchange for the right to receive \$10.13 in cash without interest, and each ADS of the Company, representing three Shares, will be cancelled in exchange for the right to receive \$30.39 in cash without interest, except for (a) (i) Shares (including Shares represented by ADSs) ("Rollover Shares") beneficially owned by each of the Reporting Person, M Strat Holdings, L.P., Momentum Strategic Holdings, L.P., Earthly Paradise Investment Fund L.P., Seavour Investment Limited, Shuofeng Holdings Limited, Richbright Investment Limited, Eagle Limited (collectively, the "Rollover Shareholders"), (ii) Shares (including Shares represented by ADSs) held by Parent, the Company or any of their subsidiaries, and (iii) Shares (including Shares represented by ADSs) held by the Depositary and reserved for the issuance and allocation pursuant to the Company's 2007 and 2015 share incentive plans, each of which will be cancelled and cease to exist without any conversion thereof or consideration paid therefor, and (b) Shares held by shareholders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the merger pursuant to Section 238 of the Companies Law of the Cayman Islands (the "Dissenting Shares"), which will be cancelled and cease to exist in exchange for the right to receive the payment of appraised fair value of the Dissenting Shares in accordance with Section 238 of the Companies Law of the Cayman Islands. The closing of the transactions contemplated by the Merger Agreement is subject to a number of customary conditions, including a vote of shareholders representing at least two-thirds of the voting power of the Shares present and vote in person or by proxy as a single class at the Company's shareholders' meeting. The information disclosed in this paragraph is qualified in its entirety by reference to the Merger Agreement, which is presented herein as Exhibit B and is incorporated herein by reference in its entirety.

Upon consummation of the Merger, the ADSs will be delisted from the NASDAQ Global Select Market, and the Issuer's obligations to file periodic reports under the Exchange Act will be terminated. After the Merger, the Issuer will be privately held by the Rollover Shareholders and Ocean Management.

In addition, Ocean Management will provide equity financing to Parent to consummate the Merger.

Concurrently with the execution of the Merger Agreement, the Rollover Shareholders entered into a support agreement dated as of October 19, 2016 (the "Support Agreement") with Parent, pursuant to which they have agreed with Parent, among other things, that (a) the Rollover Shareholders will vote all Shares (including Shares represented by ADSs) owned directly or indirectly by them in favor of the authorization and approval of the Merger Agreement and the transaction contemplated by the Merger Agreement, (b) the Rollover Shares will, in connection with and at the effective time of the Merger, be cancelled for no consideration and (c) the Rollover Shareholders, in consideration for the cancellation of the Rollover Shares, will subscribe for newly issued shares of Parent. The information in this paragraph is qualified in its entirety by reference to the Support Agreement, a copy of which is filed as Exhibit D, and which is incorporated herein by reference in its entirety.

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

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby replaced with the following:

(a) – (b) With respect to the Reporting Person, the responses to Rows (7) through (13) of the cover pages of this Statement are hereby incorporated by reference in this Item 5.

As of the date of this Statement, the Reporting Person beneficially owns 190,152,519 Class B ordinary shares of the Company. The percentages of ownership set forth in row 13 of the cover page for the Reporting Person is based on 438,436,628 ordinary shares (including 6 Class A ordinary shares and 438,436,622 Class B ordinary shares) outstanding as of October 19, 2016, as disclosed in the Merger Agreement.

Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting rights. Each Class A ordinary share is entitled to three votes, and each Class B ordinary share is entitled to one vote.

(c) To the knowledge of the Reporting Person, no transaction in any of the Shares have been effected by the Reporting Person during the past sixty days preceding the filing of this Amendment No. 1.

(d) Not applicable.

(e) Not applicable.

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

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

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

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
A*	Share Exchange Agreement dated October 24, 2015 between Ctrip, Baidu, Inc. and Baidu Holdings Limited.
B	Agreement and Plan of Merger, by and among Qunar Cayman Islands Limited, Ocean Management Holdings Limited and Ocean Management Merger Sub Limited, dated as of 19, 2016 (incorporated by reference to Exhibit 99.1 to Qunar Cayman Islands Limited 's Report of Foreign Private Issuer filed on Form 6-K on October 7, 2016).
C**	Consortium Agreement dated October 19, 2016 by and between Ctrip.com International, Ltd. and Ocean Management Limited.
D**	Support Agreement by and among Ocean Management Holdings Limited, Ctrip.com International, Ltd., Momentum Strategic Holdings, L.P., M Strat Holdings, L.P., Earthly Paradise Investment Fund L.P., Seavour Investment Limited, Shuofeng Holdings Limited, Richbright Investment Limited and Eagle Limited, dated as of October 19, 2016.
E**	Limited Guarantee, by Ctrip.com International, Ltd. in favor of Qunar Cayman Islands Limited, dated as of October 19, 2016.

*Filed with the Original Schedule 13D.

** Filed herewith.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 21, 2016

Ctrip.com International, Ltd.

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

CONSORTIUM AGREEMENT

This **CONSORTIUM AGREEMENT** (this "**Agreement**") is made as of October 19, 2016 by and between Ocean Management Limited, an exempted limited partnership registered under the laws of the Cayman Islands ("**Ocean Management**") and Ctrip.com International, Ltd., a Cayman Islands company ("**Ctrip**"). Each of Ctrip and Ocean Management and the Sponsors (as defined below), if any, is referred to herein as a "**Party**," and collectively, as the "**Parties**." Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in Section 10.1 hereof.

WHEREAS, the Parties propose to form a consortium (the "**Consortium**") to undertake an acquisition transaction (the "**Transaction**") to acquire Qunar Cayman Islands Limited (the "**Target**"), an exempted company with limited liability incorporated under the laws of the Cayman Islands and listed on the Nasdaq Stock Market ("**NASDAQ**"), pursuant to which the Target would be delisted from NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**");

WHEREAS, on June 23, 2016, Ocean Management submitted a non-binding proposal (the "**Proposal**") to the board of directors of the Target (the "**Target Board**") in connection with the Transaction;

WHEREAS, (a) in connection with the Transaction, the Parties propose to form a new company ("**Parent**") under the laws of the Cayman Islands, and to cause Parent to form a direct, wholly-owned subsidiary ("**Merger Sub**") under the laws of the Cayman Islands, and (b) at the closing of the Transaction (the "**Closing**"), the Parties intend that Merger Sub will be merged with and into the Target, with the Target being the surviving company and becoming a direct, wholly-owned subsidiary of Parent (the "**Surviving Company**"); and

WHEREAS, in accordance with the terms of this Agreement, the Parties will cooperate and participate in the (a) evaluation of the Target, including conducting due diligence of the Target and its business, (b) discussions regarding the Transaction with the Target, and (c) negotiations of the terms of definitive documentation in connection with the Transaction, including an agreement and plan of merger among Parent, Merger Sub and the Target (the "**Merger Agreement**"), which shall be subject to the approval of the shareholders of the Target.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
ACQUISITION VEHICLE; ADMISSION OF SPONSORS**

Section 1.1 Prior to the execution of the Merger Agreement, Ocean Management shall incorporate Parent and cause Parent to incorporate Merger Sub. Ocean Management and Ctrip shall be the initial shareholders of Parent. Ocean Management and Ctrip shall negotiate in good faith and agree upon the terms of the memorandum and articles of association of each of Parent and Merger Sub. The Parties agree that the memorandum and articles of association of Merger Sub shall become the memorandum and articles of association of the Surviving Company at the Closing.

Section 1.2 Ocean Management and Ctrip may jointly admit one or more additional parties to this Agreement to provide additional equity capital for the consummation of the Transaction. Any party admitted to this Agreement pursuant to this Section 1.2 shall execute an adherence agreement to this Agreement substantially in the form attached hereto as Exhibit A (the "Adherence Agreement") and upon its execution of the Adherence Agreement, such party shall become a "Sponsor" for purposes of this Agreement.

ARTICLE II TRANSACTION PROCESS

Section 2.1 Negotiation with Target. The Parties shall cooperate and proceed in good faith to negotiate and consummate the Transaction (including the terms and conditions of the definitive documentation in respect of the Transaction) with a special committee of the board of directors of the Target comprised of independent directors of the Target (the "Special Committee"). In order to facilitate the foregoing, the Parties agree that Ocean Management shall be the lead negotiator with the Special Committee with respect to the Transaction and, subject to the following sentence, shall cause Parent to enter into the Merger Agreement in a form satisfactory to each of Ocean Management and Ctrip. Ocean Management and Ctrip shall keep each of the other Parties updated on the progress of the negotiation with the Special Committee and shall obtain the consent from each of the other Parties on any change to the per share purchase price to be set forth in the Merger Agreement.

Section 2.2 Negotiation of Sponsor Agreements. During the term of this Agreement, each Party (as applicable) shall negotiate in good faith customary definitive documentation in connection with the Transaction, including, without limitation, (i) a customary support agreement, pursuant to which, each Party that is the beneficial owner (as defined under Rule 13d-3 of the Exchange Act) of the Target Shares, will agree, among other things, to vote such Party's Target Shares in support of the transaction, (ii) documentation providing for each Party's cash and/or rollover equity investment in Parent, (iii) documentation governing the actions of the Parties in connection with the Transaction following the execution of the Merger Agreement and prior to the Closing, and (iv) documentation governing the economic and governing terms of each Party's investment in Parent following the Closing which, in the case of this subclause (iv), shall include customary terms for transactions of a similar nature, and such documentation shall take effect immediately upon the Closing.

Section 2.3 Appointment of Advisors.

(a) Ocean Management and Ctrip shall agree to the scope and engagement terms of Advisors on behalf of Parent. Without limiting the foregoing, the Ocean Management and Ctrip have jointly selected the following Advisors to represent the Consortium in connection with the Transaction: (1) Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates as international counsel, (2) East & Concord Partners as PRC counsel, and (3) Walkers as Cayman Islands counsel.

(b) Except as otherwise provided in Section 2.3(a), if a Party requires separate representation in connection with specific issues arising out of the Proposal or the Transaction, such Party may retain other Advisors to advise it; provided that such Party shall (i) provide prior notice to the other Parties of such retention and (ii) subject to Section 3.1 below, be solely responsible for the fees and expenses of such separate Advisors unless otherwise agreed to in advance by the Parties in writing.

Section 2.4 Exchange Act Reporting. During the term of this Agreement, each Party shall coordinate with respect to acquisitions or dispositions of beneficial ownership of securities in the Target in order to facilitate each Party's compliance with Schedule 13D under the Exchange Act.

ARTICLE III TRANSACTION COSTS

Section 3.1 Expenses and Fee Sharing.

(a) Upon consummation of the Transaction, Parent shall or shall cause the Surviving Company to reimburse the Parties for, or pay on behalf of the Parties, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Transaction ("**Consortium Transaction Expenses**"), including the reasonable fees, expenses and disbursements of Advisors retained by the Parties and reasonable fees, expenses and disbursements payable to any separate Advisors retained by Ocean Management and Ctrip pursuant to Section 2.3(b).

(b) If (i) Parent has not entered into the Merger Agreement prior to the termination of this Agreement or (ii) the Merger Agreement is terminated prior to the Closing (and Section 3.1(c) below does not apply), the Parties agree to share (allocated among the Parties in proportion to the number of Parent shares each would hold if the Closing had occurred) the Consortium Transaction Expenses incurred in connection with the Transaction.

(c) If the failure to enter into the Merger Agreement as described in Section 3.1(b), or the failure of the Transaction to be consummated prior to termination of the Merger Agreement, results primarily from the unilateral breach of this Agreement by one or more Parties, then the breaching Party or Parties shall be responsible to pay the full amount of the Consortium Transaction Expenses and reimburse any non-breaching Party for all of its out-of-pocket costs and expenses incurred in connection with this Transaction, including the reasonable fees, expenses and disbursements of Advisors retained by the Parties pursuant to Section 2.3(b), without prejudice to any rights and remedies otherwise available to such non-breaching Party.

(d) Each Party shall be entitled to receive any termination, break-up or other fees or amounts payable to Parent by the Target pursuant to the Merger Agreement, to be allocated pro rata among the Parties in proportion to the number of Parent Shares each would hold if the Closing had occurred, net of all costs and expenses incurred in connection with the Transaction, including, without limitation, the Consortium Transaction Expenses.

Section 3.2 Limitation of Liability. The obligations of each Party under this Agreement are several (and not joint or joint and several) and, except as set forth in Section 3.1(a) and Section 3.1(c), each Party's obligation for fees and costs pursuant to Article III is capped at such Party's relative proportion to the number of Parent shares each would hold if the Closing had occurred. If a claim as arisen as a result of fraud, willful misconduct or breach of the Agreement by a Party, then liability for such claim will rest solely with such Party.

ARTICLE IV EXCLUSIVITY AND VOTING

Section 4.1 Exclusivity Period. During the period beginning on the date hereof and ending on the earlier of (i) twelve (12) months following the termination of this Agreement pursuant to Section 5.1 or (ii) termination of this Agreement pursuant to Section 5.2 (only for the Party with respect to which this Agreement terminates pursuant to Section 5.2) or Section 5.3 (the "**Exclusivity Period**"), each Party shall:

(a) work exclusively with the other Parties to implement the Transaction, including to (i) evaluate the Target and its business, (ii) prepare, negotiate and finalize the definitive documentation in connection with the Transaction, and (iii) vote, or cause to be voted, at every shareholder meeting (whether by written consent or otherwise) all Securities against any Competing Proposal or matter that would facilitate a Competing Proposal and in favor of the Transaction;

(b) not, directly or indirectly, either alone or with or through any Affiliate or Representative authorized to act on such Party's behalf, (i) make a Competing Proposal, or seek, initiate, solicit, knowingly encourage, induce, knowingly facilitate or join with any other person in the making of, any Competing Proposal, (ii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue a Competing Proposal, (iii) finance or offer to finance any Competing Proposal, including by offering any equity or debt finance, or contribution of Securities or provision of a voting agreement, in support of any Competing Proposal, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding any Competing Proposal, (v) dispose of any Securities, including (A) sell, offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, an interest in any Securities ("**Transfer**") or permit the Transfer by any of its Affiliates of an interest in any Securities, in each case, except as expressly contemplated under this Agreement and the definitive documentation for the Transaction, (B) enter into any contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any of the Securities, or any right, title or interest thereto or therein, or (C) deposit any Securities into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Securities; (vi) take any action that would reasonably be expected to have the effect of preventing, disabling or delaying such Party from performing its obligations under this Agreement, or (vii) seek, initiate, solicit, knowingly encourage, induce or knowingly facilitate any offer, inquiry or proposal from, or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with, any other person for the purpose of effecting any action prohibited by Section 4.1(b)(i) through Section 4.1(b)(vi);

(c) immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications with all persons conducted heretofore with respect to a Competing Proposal; and

(d) promptly notify the other Parties if it or, to its knowledge, any of its Affiliates or Representatives receives any approach or communication with respect to any Competing Proposal, including in such notice the identity of the other persons involved and the nature and content of the approach or communication, and provide the other Parties with copies of any written communication.

Notwithstanding the foregoing, the provisions of this Section 4.1 shall not restrict the activities of any officer or employee of any Party who is a director of Target acting in such capacity or the exercise of any such individual of such person's fiduciary duties to Target. In no event shall this paragraph be used as a means to circumvent the exclusivity provisions under this Section 4.1.

For the avoidance of doubt, the Exclusivity Period shall not be deemed terminated if any Party terminates its participation in this Agreement pursuant to Section 5.1 or Section 5.2 and the terminating Party shall not otherwise enter into any acquisition arrangements with respect to the Target other than in compliance with this Article IV.

ARTICLE V TERMINATION

Section 5.1 Failure to Agree to the Transaction. Prior to the execution of the Merger Agreement, if Ocean Management and Ctrip jointly determine that the Consortium, after good faith endeavors to pursue the Transaction in compliance with the other sections of this Agreement, is unable to agree with the Special Committee on the material terms of the Transaction which the Special Committee agrees to recommend to the public shareholders of the Target, then (i) any Party may cease its participation in the Transaction upon prior written notice to the other Parties, and (ii) this Agreement shall terminate with respect to such withdrawing Party thereafter, following which the provisions of Section 5.4 will apply.

Section 5.2 Other Termination Events. This Agreement shall terminate with respect to one or more Parties upon a written agreement among the Parties who are then parties to this Agreement stating the same.

Section 5.3 After Execution of Documentation. After the execution of the Merger Agreement, this Agreement shall terminate without any further action on the part of any Party, upon the earlier of (a) the date the Transaction is consummated, or (b) the date that the Merger Agreement is validly terminated in accordance with its terms.

Section 5.4 Effect of Termination. Upon termination of this Agreement pursuant to Section 5.1, Section 5.2 or Section 5.3 with respect to a Party, (i) Section 3.1, Article VI (Announcements and Confidentiality), Article VII (Notices), Article IX (Miscellaneous) and Article X (Definitions and Interpretations) shall continue to bind such Party unless the Parties agree otherwise in writing, (ii) the provisions of Section 4.1 shall remain in effect for the duration of the Exclusivity Period (other than **Error! Reference source not found.**, (v) and (vi), each of which shall terminate) and (iii) any expense reimbursement rights or obligations arising prior to such termination shall survive until satisfied.

ARTICLE VI
ANNOUNCEMENTS AND CONFIDENTIALITY

Section 6.1 Announcements. No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of Ocean Management and Ctrip, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after (i) the form and terms of such disclosure have been provided to the other Parties for its review and comment, and (ii) notice has been provided to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.

Section 6.2 Confidentiality.

(a) Except as permitted under Section 6.3, each Party shall not, and shall direct its Affiliates and Representatives not to, without the prior written consent of the other Parties, disclose any Confidential Information received by it (the "**Recipient**") from any other Party (the "**Discloser**"). Each Party shall not and shall direct its Affiliates and Representatives not to, use any Confidential Information for any purpose other than for the purposes of giving effect to and performing its obligations under this Agreement or evaluating, negotiating and implementing the Transaction.

(b) Subject to Section 6.2(c), the Recipient shall return or destroy (in the Recipient's sole discretion), upon written request of the Discloser, any Confidential Information which falls within clause (a) of the definition of Confidential Information; provided that with respect to any electronic data that constitutes Confidential Information, the foregoing obligation shall not apply to any electronic data stored on the back-up tapes of the Recipient's hardware.

(c) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 6.2 shall continue to apply for a period of twelve (12) months following termination of this Agreement pursuant to Article VI, unless a shorter period is otherwise agreed in writing by the Discloser of such Confidential Information.

Section 6.3 Permitted Disclosures. A Party may disclose Confidential Information (i) to those of its Affiliates and Representatives as such Party reasonably deems necessary to give effect to, perform its obligations under or enforce this Agreement or evaluate, negotiate and implement the Transaction, but only on a confidential basis; or (ii) if required by law or a court of competent jurisdiction, the United States Securities and Exchange Commission or any other regulatory body or international stock exchange having jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only as far as practicable and lawful after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable; or (c) if the information is publicly available other than through a breach of this Agreement by such Party or its Representatives.

**ARTICLE VII
NOTICES**

Section 7.1 Notices. Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile or electronic mail address provided under the other Party's signature page hereto, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

**ARTICLE VIII
REPRESENTATIONS AND WARRANTIES**

Section 8.1 Representations and Warranties. Each Party hereby represents and warrants, on behalf of such Party only, to the other Parties that (i) it has the requisite power and authority to execute, deliver and perform this Agreement; (ii) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party and no additional proceedings are necessary to approve this Agreement; (iii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of such Party enforceable against it in accordance with the terms hereof; (iv) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (A) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which such Party is a party or by which such Party is bound, or any office such Party holds, (B) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party or any of its properties and assets, or (C) result in the creation of, or impose any obligation on such Party to create, any lien, charge or other encumbrance of any nature whatsoever upon such Party's properties or assets; and (v) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of such Party.

Section 8.2 Ownership. As of the date of this Agreement, (i) such Party holds (A) the number and class of outstanding Target Shares set forth under the heading "Shares Held" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs) and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, (ii) such Party has the sole right to control the voting and disposition of such Target Shares (if any) and any other Securities (if any) held by it, and (iii) none of the such Party and its Affiliates owns, directly or indirectly, any Target Shares or other Securities, other than as set forth on Schedule A hereto.

**ARTICLE IX
MISCELLANEOUS**

Section 9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.

Section 9.2 Further Assurances. Each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

Section 9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

Section 9.4 Amendments; Waivers. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.5 Assignment; No Third Party Beneficiaries. Other than as provided herein, the rights and obligations of each Party shall not be assigned without the prior consent of the other Parties; provided that each Party may assign its rights and obligations under this Agreement, in whole or in part, to an Affiliate of such Party. Each Party agrees that it will remain bound and liable under this Agreement after such assignment to its Affiliates. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Section 9.6 No Partnership or Agency. The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee, partner or joint venturer of the other Party.

Section 9.7 Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. This Agreement shall not be effective until each Party has executed at least one counterpart. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

Section 9.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

Section 9.9 Dispute Resolution.

(a) Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“**HKIAC**”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 9.9 (the “**Rules**”). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an “**Arbitrator**”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 9.9, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the laws of the State of New York.

**ARTICLE X
DEFINITIONS AND INTERPRETATIONS**

Section 10.1 Definitions. In this Agreement, unless the context requires otherwise:

“**ADSs**” means the Target’s American Depositary Shares, each representing three Target Class B Shares, of the Target.

“**Advisors**” means any advisors or consultants of Parent and the Parties, in each case appointed in connection with the Transaction.

“**Affiliate**” means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person and “**Affiliates**” shall be construed accordingly.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks generally are open in the People’s Republic of China, Hong Kong and New York, New York for the transaction of normal banking business.

“**Consortium**” means the consortium formed by the Parties hereto to undertake the Transaction.

“**Competing Proposal**” means a proposal, offer or invitation to the Target or a Sponsor or any of their respective Affiliates, that involves the direct or indirect acquisition of 10% or more of the Target Shares, a sale, transfer or lease of all or any significant amount of the assets of the Target or any of its Subsidiaries that are used or have been used by the Target or any of its Subsidiaries in the conduct of their respective businesses, a merger, business combination, consolidation, restructuring or recapitalization involving the Target or any of its Subsidiaries, a change of control of the Target or any of its Subsidiaries or any other transaction that could adversely affect, prevent or materially reduce the likelihood of the consummation of the Transaction with the Parties.

“**Confidential Information**” includes (a) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transaction, unless such information (i) is already known to such Party or to others not known by such Party to be bound by a duty of confidentiality, (ii) is or becomes publicly available other than through a breach of this Agreement by such Party or its Representatives, or (iii) is independently developed by such Party or its Representatives without the use of Confidential Information, and (b) the existence or terms of, and any negotiations or discussions relating to, this Agreement and any definitive documentation, including the Merger Agreement.

“**Control**” means the possession, directly or indirectly, of the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“**Representative**” of a Party means that Party’s employees, directors, officers, partners, members, nominees, agents, advisors (including, but not limited to legal counsel, accountants, consultants and financial advisors), potential sources of equity or debt financing, and any representatives of the foregoing. The Representatives shall include the Advisors.

“**Securities**” means shares, warrants, options and any other securities which are convertible into or exercisable for shares or other equity of the Target including the Target Shares and the ADSs.

“**Target Class A Shares**” means the Class A ordinary shares, par value US\$0.001 per share, of the Target.

“**Target Class B Shares**” means the Class B ordinary shares, par value US\$0.001 per share, of the Target.

“**Target Shares**” means the issued and outstanding Target Class A Shares and Target Class B Shares represented by ADSs.

Section 10.2 Headings. Section and paragraph headings are inserted for ease of reference only and shall not affect construction.

[signature page follows]

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

OCEAN MANAGEMENT LIMITED

By: /s/ Tony Tianyi Jiang
Name: Tony Tianyi Jiang
Title: Director

Notice details:

Address: Level 2
133 Yuan Ming Yuan Ave
Shanghai, China

Attention: Tony Tianyi Jiang
Facsimile: +86 21 5321 1699

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

Address: Skadden, Arps, Slate, Meagher & Flom
c/o: 42/F Edinburgh Tower, The Landmark,
15 Queen's road Central, Hong Kong

Attention: Z. Julie Gao / Haiping Li
Facsimile: +852 3910 4850 / +852 3910 4835

[Signature Page to Consortium Agreement]

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

CTrip.COM INTERNATIONAL, LTD.

By: /s/ Xiaofan Wang _____
Name: Xiaofan Wang
Title: CFO

Notice details:

Address: 99 Fu Quan Road, Shanghai 200335,
People's Republic of China

Attention: Chief Financial Officer
Facsimile: +86 21 5251 0000

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

Address: Skadden, Arps, Slate, Meagher & Flom
c/o: 42/F Edinburgh Tower, The Landmark,
15 Queen's road Central, Hong Kong

Attention: Z. Julie Gao / Haiping Li
Facsimile: +852 3910 4850 / +852 3910 4835

[Signature Page to Consortium Agreement]

SCHEDULE A

Securities Held by Party

Party	Shares Held	Other Securities
Ctrip.com International, Ltd.	190,152,519 Target Class B Shares	Nil

EXHIBIT A

FORM OF ADHERENCE AGREEMENT

This **ADHERENCE AGREEMENT** (this "**Agreement**") is entered into on [•] BY:

[New Sponsor], a [•] organized and existing under the laws of [•] with its registered address at [•] (the "**Sponsor**").

WHEREAS, on [•], 2016, the parties listed on Schedule I (the "**Existing Parties**") entered into a consortium agreement (the "**Consortium Agreement**") and proposed to undertake an acquisition transaction (the "**Transaction**") with respect to Qunar Cayman Islands Limited. (the "**Target**"), a company incorporated under the laws of the Cayman Islands and listed on the Nasdaq Stock Market ("**NASDAQ**"), pursuant to which the Target would be delisted from NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended;

WHEREAS, additional parties may be admitted to the Consortium as "Sponsors" pursuant to Section 1.2 of the Consortium Agreement;
and

WHEREAS, the Sponsor now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Sponsor and a Party thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINED TERMS AND CONSTRUCTION**

Section 1.1 Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

Section 1.2 This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

**ARTICLE II
UNDERTAKINGS**

Section 2.1 Assumption of Obligations. The Sponsor undertakes, to each other party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Sponsor as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Parties agree that where there is a reference to a "Sponsor" or "Party" there it shall be deemed to include a reference to the Sponsor and with effect from the date hereof, all the rights of a Sponsor provided under the Consortium Agreement will be accorded to the Sponsor as if the Sponsor had been a Sponsor and a Party under the Consortium Agreement at the date of execution thereof.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.1 The Sponsor represents and warrants to each of the other Parties as follows:

- (a) Status. It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in the preamble of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.
- (b) Due Authorization. It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the Sponsor has been duly authorized by all necessary action on behalf of the Sponsor.
- (c) Legal, Valid and Binding Obligation. This Agreement has been duly executed and delivered by the Sponsor and constitutes the legal, valid and binding obligation of the Sponsor, enforceable against it in accordance with the terms hereof.
- (d) Ownership. As of the date of this Agreement, (i) the Sponsor holds (A) the number and class of outstanding Target Shares set forth under the heading "Shares Held" next to its name on Schedule II hereto (specifying the number held as ordinary shares and in the form of ADSS), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule II hereto, in each case free and clear of any encumbrances or restrictions, (ii) the Sponsor has the sole right to control the voting and disposition of such Target Shares (if any) and any other Securities (if any) held by it, and (iii) none of the Sponsor and its Affiliates owns, directly or indirectly, any Target Shares or other Securities, other than as set forth on Schedule II hereto] [if applicable]
- (e) Reliance. Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in this Article III and have been induced by them to enter into this Agreement.

**ARTICLE IV
NOTICE**

Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile number or electronic mail address provided under the other Party's signature page to the Consortium Agreement, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

**ARTICLE V
GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

**ARTICLE VI
DISPUTE RESOLUTION**

Section 6.1 Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“**HKIAC**”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6.1 (the “**Rules**”). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an “**Arbitrator**”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum

Section 6.2 Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the laws of the State of New York.

ARTICLE VII
SPECIFIC PERFORMANCE

Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the New Sponsor has caused this Agreement to be duly executed by its respective authorized officers as of the day and year first above written.

[New Sponsor's Name]

By: _____
Name:
Title:

Notice details:

Address:
Attention:
Facsimile:

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

[_____]
Address:
Attention:
Facsimile:

[Signature Page to Adherence Agreement]

SCHEDULE I

Existing Parties

Ocean Management Limited

Ctrip.com International, Ltd.

SCHEDULE II
[Securities Held by Sponsor]

B-1

SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this "Agreement") is entered into as of October 19, 2016 by and among (1) Ocean Management Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands ("Parent"), (2) certain shareholders (each, a "Shareholder" and collectively, the "Shareholders") of Qunar Cayman Islands Limited, an exempted company incorporated under the laws of the Cayman Islands (the "Company"), and (3) the Company. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, Ocean Management Merger Sub Limited, an exempted company incorporated under the laws of the Cayman Islands and a direct wholly-owned subsidiary of Parent ("Merger Sub"), and the Company have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company (the "Merger"), with the Company continuing as the surviving company and becoming a wholly-owned subsidiary of Parent, upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Shareholder is the beneficial owner (as defined under Rule 13d-3 of the Exchange Act) of certain number of Class B ordinary shares, par value US\$0.001 of the Company ("Shares") (including Shares represented by American Depositary Shares of the Company, each representing three Shares (the "ADSs")) as set forth in the column titled "Rollover Shares" opposite such Shareholder's name on Schedule A hereto (such Shares, together with any other Shares and securities of the Company acquired (whether beneficially or of record) by such Shareholder after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Shareholder's obligations under this Agreement, including, without limitation, any Shares or securities of the Company acquired by means of purchase, dividend or distribution, or issued upon the exercise or settlement of any or warrants or the conversion of any convertible securities or otherwise, being collectively referred to herein as the "Rollover Shares");

WHEREAS, in connection with the consummation of the Merger, each Shareholder agrees to (a) have all of the Rollover Shares cancelled for no Merger Consideration, (b) subscribe for newly issued ordinary shares of Parent immediately prior to the Closing, and (c) vote the Rollover Shares at the Shareholders' Meeting in favor of the Transactions, in each case upon the terms and conditions set forth herein;

WHEREAS, in order to induce Parent, Merger Sub and the Company to enter into the Merger Agreement and consummate the transactions contemplated thereby, including the Merger, the Shareholders are entering into this Agreement; and

WHEREAS, the Shareholders acknowledge that Parent, Merger Sub and the Company are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of the Shareholders set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
Voting

Section 1.1 Voting. From and after the date hereof until the earlier of (x) the Effective Time, and (y) the termination of the Merger Agreement pursuant to and in compliance with the terms therein (such earlier time, the "**Expiration Time**"), each of the Shareholders hereby irrevocably and unconditionally agrees that at the Shareholders' Meeting or any other annual or extraordinary general meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) — (f) hereof is to be considered (and any adjournment thereof), or in connection with any written resolution of the Company's shareholders which considers the same matters, each of the Shareholders shall (i) in case of a meeting, appear or cause its or his representative(s) to appear at such meeting or otherwise cause its or his Rollover Shares to be counted as present thereat for purposes of determining whether a quorum is present, and (ii) vote or cause to be voted (including by proxy or written resolution, if applicable) all of its or his Rollover Shares:

- (a) for the authorization and approval of the Merger Agreement, the Plan of Merger and the Transactions, including the Merger,
- (b) against any Competing Transaction or any other transaction, proposal, agreement or action made in opposition to authorization and approval of the Merger Agreement or in competition or inconsistent with the Transactions, including the Merger,
- (c) against any other action, agreement or transaction that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect any of the Transactions, including the Merger, or this Agreement or the performance by such Shareholder of its obligations under this Agreement, including without limitation, (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consolidation or other business combination involving the Company or any of its Subsidiaries (other than the Merger); (ii) a sale, lease or transfer of a material amount of assets of the Company or any of its Subsidiaries or a reorganization, recapitalization or liquidation of the Company or any of its Subsidiaries; (iii) any material change in the present capitalization or dividend policy of the Company or any amendment or other change to the Company's memorandum or articles of association, except if approved in writing by Parent; or (iv) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent,
- (d) against any action, proposal, transaction or agreement that could reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of any Shareholder contained in this Agreement or otherwise reasonably requested by Parent or the Company in order to consummate the Transactions, including the Merger,

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

(f) in favor of any adjournment of the Shareholders' Meeting or other annual or extraordinary general meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) — (e) in this Section 1.1 is to be considered (and any adjournment or postponement thereof) as may be reasonably requested by Parent.

ARTICLE II Cancellation and Parent Issuance

Section 2.1 Cancellation. Subject to the terms and conditions set forth herein, each Shareholder agrees that, at the Effective Time, all of the Rollover Shares held by it or him shall be cancelled for no consideration in connection with the Merger. Each Shareholder will take all actions necessary to cause its or his Rollover Shares to be treated as set forth herein.

Section 2.2 Issuance of Parent Shares. Immediately prior to the Closing, in consideration for (a) the cancellation of the Rollover Shares held by the Shareholders in accordance with Section 2.1, Parent shall issue to each Shareholder (or, if designated by such Shareholder in writing, an Affiliate of such Shareholder), the number of newly issued ordinary shares of Parent, par value US\$0.0001 per share ("**Parent Shares**"), as set forth opposite such Shareholder's name on Schedule B hereto, at a consideration per share equal to its par value. Each Shareholder hereby acknowledges and agrees that (i) delivery of the Parent Shares that such Shareholder subscribed under this Section 2.2 (the "**Subscription Shares**") shall constitute complete satisfaction of all obligations towards or sums due to such Shareholder by Parent and Merger Sub in respect of the Rollover Shares held by such Shareholder and cancelled at the Effective Time as contemplated by Section 2.1 above, and (ii) such Shareholder shall have no right to any Merger Consideration in respect of its or his Rollover Shares.

Section 2.3 Closing. Subject to the satisfaction (or waiver, if permissible) in full of all of the conditions set forth in Sections 7.01, 7.02 and 7.03 of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing (the "**Rollover Closing**") of the subscription and issuance of Subscription Shares contemplated hereby shall take place immediately prior to the Closing.

Section 2.4 Deposit of Rollover Shares. No later than three (3) Business Days prior to the Closing, the Shareholders shall deliver or cause to be delivered to Parent all certificates representing such Rollover Shares (if applicable) in such Persons' possession, for cancellation in accordance with the terms of this Agreement; such certificates and documents shall be held by Parent or any agent authorized by Parent until the Closing.

ARTICLE III
Representations, Warranties and Covenants of the Shareholders

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

(a) Each Shareholder has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform its or his obligations hereunder and to consummate the transactions contemplated hereby;

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

(c) assuming due authorization, execution and delivery by Parent and the Company, this Agreement constitutes a legal, valid and binding agreement of such Shareholder, enforceable against such Shareholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) (i) such Shareholder (A) is and, immediately prior to the Closing, will be the legal and beneficial owner of, and will have good and valid title to, its or his Rollover Shares, free and clear of Liens other than as created by this Agreement, and (B) has and, as of the Closing will have, sole or shared (together with Affiliates controlled by such Shareholder) voting power, power of disposition, and power to control dissenter's rights, in each case with respect to all of its or his Rollover Shares, with no limitations, qualifications, or restrictions on such rights, subject to applicable United States federal securities laws, laws of the Cayman Islands, laws of the People's Republic of China and the terms of this Agreement; (ii) except as contemplated hereby, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which such Shareholder is a party relating to the transfer, pledge, other disposition or voting of any of its or his Rollover Shares and the Rollover Shares held by such Shareholder are not subject to any voting trust agreement or other Contract to which such Shareholder is a party restricting or otherwise relating to the voting, transfer, pledge or other disposition of such Rollover Shares other than this Agreement; (iii) such Shareholder has not transferred, pledged or otherwise disposed of, directly or indirectly, any Rollover Shares, or any interest in any of any Rollover Shares pursuant to any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Rollover Shares and (A) has, or would reasonably be expected to have, the effect of reducing or limiting such Shareholder's economic interest in such Rollover Shares and/or (B) grants a third party the right to vote, dispose of or direct the voting or disposition of such Rollover Shares (any such transaction, a "**Derivative Transaction**"); (iv) as of the date hereof, other than its or his Rollover Shares, such Shareholder does not own, beneficially or of record, any Shares, securities of the Company, or any direct or indirect interest in any such securities (including by way of derivative securities or Derivative Transactions); (v) except with the prior written consent of Parent and the Company Board or contemplated under this Agreement, such Shareholder has not, directly or indirectly, offered or agreed to sell, transfer, assign, tender in any tender or exchange offer or similar transactions, pledge or otherwise dispose of, either voluntarily or involuntarily, or knowingly enter into any Contract with respect to the transfer, pledge or other disposition of Rollover Shares or any interest therein, nor does such Shareholder possess any intention to effect any of the aforementioned actions under this subsection (v) prior to the Closing; and (vi) such Shareholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of its or his Rollover Shares;

(e) except for the applicable requirements of the Exchange Act, neither the execution, delivery or performance of this Agreement by such Shareholder, nor the consummation by such Shareholder of the transactions contemplated hereby, nor compliance by such Shareholder with any of the provisions hereof shall (i) conflict with or violate any provision of the organizational documents of such Shareholder, (ii) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Shareholder pursuant to any Contract to which such Shareholder is a party or by which such Shareholder or any property or asset of such Shareholder is bound or affected, in each case which have, or could have, the effect of preventing, impeding or interfering with or adversely affecting the performance by such Shareholder of its or his obligations under this Agreement, or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such Shareholder or any of such Shareholder's properties or assets;

(f) there is no Action pending or threatened against such Shareholder or any of its or his Affiliates that would reasonably be expected, individually or in the aggregate, to restrict or prohibit the performance by such Shareholder of its obligations under this Agreement or to prevent or materially impair the consummation of the Transactions, including the Merger. None of such Shareholder or any of its or his Affiliates is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority that would reasonably be expected, individually or in the aggregate, to restrict or prohibit the performance by such Shareholder of its obligations under this Agreement or to prevent or materially impair the consummation of the Transactions, including the Merger;

(g) such Shareholder understands and acknowledges that Parent, Merger Sub and the Company are entering into the Merger Agreement and the other agreements contemplated thereby in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

Section 3.2 Covenants. Each Shareholder hereby:

(a) agrees, prior to the Expiration Time, not to knowingly take any action that would make any representation or warranty of such Shareholder contained herein untrue or incorrect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Shareholder of its obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Shareholder may have with respect to such Shareholder's Rollover Shares (including, without limitation, any rights under Section 238 of the CICA) prior to the Expiration Time;

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

(d) agrees and covenants that such Shareholder shall promptly notify Parent and the Company of any new Shares with respect to which beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) is acquired by such Shareholder, including, without limitation, by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities of the Company after the date hereof, or through any derivative security or Derivative Transaction; and

(e) agrees further that, upon request of Parent or the Company, such Shareholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be deemed by Parent or the Company, as applicable, to be necessary or desirable to carry out the provisions of this Agreement.

ARTICLE IV
Representations and Warranties of Parent

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

(a) Parent is an exempted company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands and has all requisite corporate or similar power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent and the execution, delivery and performance of this Agreement by Parent and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and no other corporate actions or proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Shareholders and the Company, this Agreement constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) Except for the applicable requirements of the Exchange Act and laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of Parent for the execution, delivery and performance of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of Parent, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Parent pursuant to, any Contract to which Parent is a party or by which Parent or any of property Parent or asset is bound or affected, or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent or any of Parents properties or assets.

(c) At and immediately after the Closing and the Rollover Closing, (A) the authorized share capital of Parent shall consist of 500,000,000 Parent Shares, (B) each Shareholder shall own beneficially and of record such number of Parent Shares as set forth opposite its or his name on Schedule B hereto, and (C) other than as set forth on Schedule B hereto, no other Parent Shares shall be issued or outstanding. At and immediately after the Closing, there shall be (i) no options, warrants, or other rights to acquire share capital of Parent, (ii) no outstanding securities exchangeable or exercisable for or convertible into share capital of Parent, and (iii) no outstanding rights to acquire or obligations to issue any such share capital, options, warrants, rights or securities. The Parent Shares will be duly authorized, validly issued, fully paid and non-assessable, and free and clear of all Liens, preemptive rights, rights of first refusal, subscription and similar rights (other than those arising under any agreements entered into at the Closing by all of the Shareholders) when issued.

ARTICLE V

Termination

Section 5.1 This Agreement, and the obligations of the Shareholders hereunder, shall terminate and be of no further force or effect immediately upon the earlier to occur of (a) the Closing, and (b) the date of termination of the Merger Agreement in accordance with its terms; provided, that this Article V and Article VI shall survive any termination of this Agreement. Nothing in this Article V shall relieve or otherwise limit any party's liability for any breach of this Agreement prior to the termination of this Agreement.

ARTICLE VI

Miscellaneous

Section 6.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile or by international overnight courier to the respective parties at the address set forth on the signature pages hereto under each party's name (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.1).

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

Section 6.3 Entire Agreement. This Agreement, the Merger Agreement and the agreements contemplated thereby, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 6.4 Specific Performance. The Shareholders acknowledge and agree that monetary damages would not be an adequate remedy for the Company in the event that any covenant or agreement of the Shareholders in this Agreement is not performed in accordance with its terms, and therefore agree that, in addition to and without limiting any other remedy or right available to Company (including the right to simultaneously seek monetary damages), Company will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. The Shareholders agree not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy. All rights, powers, and remedies of the Company provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any such right, power or remedy by the Company shall not preclude the simultaneous or later exercise of any other such right, power or remedy by the Company.

Section 6.5 Amendments; Waivers. At any time prior to the Expiration Time, any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by the Shareholders; Parent and the Company, or in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by a party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 6.6 Governing Law. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof, except that the following matters arising out of or relating to this Agreement shall be interpreted, construed and governed by and in accordance with the laws of the Cayman Islands in respect of which the parties hereto hereby irrevocably submit to the nonexclusive jurisdiction of the courts of the Cayman Islands: the Merger the vesting of the undertaking, property and liabilities of Merger Sub in the Surviving Company, the contribution and cancellation of the Shares (including Shares represented by ADSs), the rights provided for in Section 238 of the CICA with respect to any Dissenting Shares, the fiduciary or other duties of the Company Board and the directors of Merger Sub and the internal corporate affairs of the Company and Merger Sub.

Section 6.7 Dispute Resolution.

(a) Subject to the exception for jurisdiction of the courts of the Cayman Islands in Section 6.6, any disputes, actions and proceedings against any party arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6.7 (the “Rules”). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding anything to the contrary contained herein, the parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6.7, the Company may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York or the Cayman Islands, as applicable, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6.7(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 6.7(a) hereof in any way.

Section 6.8 No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities, except as specifically set forth in this Agreement.

Section 6.9 Assignment: Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign this Agreement (in whole but not in part) in connection with a permitted assignment of the Merger Agreement by Parent, as applicable; provided, that no assignment by any party shall relieve the assigning party of any of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6.10 No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it or he has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 6.11 Counterparts. This Agreement may be executed in two or more consecutive counterparts (including by facsimile or email pdf format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, email pdf format or otherwise) to the other parties; provided, however, that if any of the Shareholders fails for any reason to execute, or perform its or his obligations under this Agreement, this Agreement shall remain effective as to all parties executing this Agreement.

[Signature Pages to follow]

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

PARENT

Ocean Management Holdings Limited

By: /s/ Tony Tianyi Jiang

Name: Tony Tianyi Jiang

Title: Director

Notice details:

Address: Level 2
133 Yuan Ming Yuan Ave
Shanghai, China

Attention: Tony Tianyi Jiang
Facsimile: +86 21 5321 1699

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

Address: Skadden, Arps, Slate, Meagher & Flom
c/o: 42/F Edinburgh Tower, The Landmark,
15 Queen's Road Central, Hong Kong

Attention: Z. Julie Gao / Haiping Li
Facsimile: +852 3910 4850 / +852 3910 4835

[Signature Page to Support Agreement]

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

SHAREHOLDERS

CTRIIP.COM INTERNATIONAL, LTD.

By: /s/ Xiaofan Wang

Name: Xiaofan Wang

Title: CFO

Notice details:

Address: 99 Fu Quan Road, Shanghai 200335,
People's Republic of China

Attention: Chief Financial Officer

Facsimile: +86 21 5251 0000

[Signature Page to Support Agreement]

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

SHAREHOLDERS

MOMENTUM STRATEGIC HOLDINGS, L.P.

By: /s/ Amber Ramsey
Name: Amber Ramsey
Title: Director of Momentum Strategic GP, Ltd.
Acting as general partner of Momentum
Strategic Holdings, L.P.

Notice details:

Address: c/o Walkers Corporate Limited,
Cayman Corporate Centre,
27 Hospital Road, George Town,
Grand Cayman, KY1-9008,
Cayman Island
Attention: Momentum Strategic GP, Ltd.
Facsimile:

[Signature Page to Support Agreement]

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

SHAREHOLDERS

M STRAT HOLDINGS, L.P.

By: /s/ David Bree
Name: David Bree
Title: Director of M Strat Holdings GP, Ltd.
Acting as the general partner of M Strat
Holdings, L.P.

Notice details:

Address: c/o Walkers Corporate Limited,
Cayman Corporate Centre,
27 Hospital Road, George Town,
Grand Cayman, KY1-9008,
Cayman Islands
Attention: M. Strat Holdings GP, Ltd.
Facsimile:

[Signature Page to Support Agreement]

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

SHAREHOLDERS

EARTHLY PARADISE INVESTMENT FUND L.P.

By: Earthly Paradise Investment Fund GP, Ltd., its
General Partner acting for and on behalf of Earthly
Paradise Investment Fund L.P.

By: /s/ Authorised Signatory _____

Name: Authorised Signatory

Title: Director

Notice details:

Address: P. O. Box 309, Ugland House, Grand Cayman,
KY1-1104, Cayman Islands

Attention: Earthly Paradise Investment Fund GP, Ltd.

Facsimile:

[Signature Page to Support Agreement]

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

SHAREHOLDERS

SEAVOUR INVESTMENT LIMITED

By: /s/ Authorised Signatory

Name: Authorised Signatory

Title: Director

Notice details:

Address: P. O. Box 1239, Offshore Incorporations Centre,
Victoria, Mahe, Republic of Seychelles

Attention: Authorised Signatory

Facsimile:

[Signature Page to Support Agreement]

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

SHAREHOLDERS

SHUOFENG HOLDINGS LIMITED

By: /s/ Authorised Signatory

Name: Authorised Signatory

Title: Director

Notice details:

Address: P. O. Box 957, Offshore Incorporations Centre,
Road Town, Tortola, British Virgin Islands

Attention: Authorised Signatory

Facsimile:

[Signature Page to Support Agreement]

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

SHAREHOLDERS

RICHBRIGHT INVESTMENT LIMITED

By: /s/ Authorised Signatory

Name: Authorised Signatory

Title: Director

Notice details:

Address: P. O. Box 3152, Road Town, Tortola,
British Virgin Islands

Attention: Authorised Signatory

Facsimile:

[Signature Page to Support Agreement]

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

SHAREHOLDERS

EAGLE LIMITED

By: /s/ Authorised Signatory

Name: Authorised Signatory

Title: Director

Notice details:

Address: P. O. Box 957, Offshore Incorporations Centre,
Road Town, Tortola, British Virgin Islands

Attention: Authorised Signatory

Facsimile:

[Signature Page to Support Agreement]

COMPANY

Qunar Cayman Islands Limited

By: /s/ Jimmy Lai

Name: Jimmy Lai

Title: Chairman of the Special Committee

Notice details:

Address: Qunar Cayman Islands Limited
17th Floor, Viva Plaza, Building 18
Yard 29, Suzhou Street, Haidian District
Beijing 100080, PRC

Attention: Xiaolu Zhu

Facsimile: +86-010-57603545

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

Kirkland & Ellis International LLP

Address: c/o 26/F Gloucester Tower
The Landmark
15 Queen's Road Central
Central, Hong Kong

Attention: David Zhang

Jesse Sheley

Facsimile: +852-3761-3301

[Signature Page to Support Agreement]

Schedule A

Rollover Shares

Shareholders	Rollover Shares
Ctrip.com International, Ltd.	190,152,519
Momentum Strategic Holdings, L.P.	34,974,767
M Strat Holdings, L.P.	85,748,724
Earthly Paradise Investment Fund L.P.	19,073,046
Seavour Investment Limited	20,768,196
Shuofeng Holdings Limited	20,996,538
Richbright Investment Limited	21,294,216
Eagle Limited	20,596,914

Sch A-1

Schedule B

Parent Shares At and Immediately After the Closing

Shareholders	Parent Shares
Ctrip.com International, Ltd.	190,152,519
Momentum Strategic Holdings, L.P.	34,974,767
M Strat Holdings, L.P.	85,748,724
Earthly Paradise Investment Fund L.P.	19,073,046
Seavour Investment Limited	20,768,196
Shuofeng Holdings Limited	20,996,538
Richbright Investment Limited	21,294,216
Eagle Limited	20,596,914
Ocean Management Limited	24,831,708

Sch B-1

LIMITED GUARANTEE

This Limited Guarantee (this "Limited Guarantee"), dated as of October 19, 2016, is made by Ctrip.com International, Ltd. (the "Guarantor"), a company incorporated under the laws of the Cayman Islands, in favor of Qunar Cayman Islands Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Guaranteed Party"). Each capitalized term used and not defined herein shall have the meaning ascribed to it in the Merger Agreement (as defined below), except as otherwise provided herein.

1. Limited Guarantee.

(a) To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement") among Ocean Management Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Parent"), Ocean Management Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party, pursuant to which Merger Sub will merge with and into the Guaranteed Party (the "Merger"), the Guarantor, intending to be legally bound, hereby absolutely, irrevocably and unconditionally guarantees to the Guaranteed Party, as a primary obligor and not merely as a surety, subject to the terms and conditions hereof, the due and punctual performance and discharge of all of Parent's obligation (the "Guaranteed Obligations") (a) to pay the Guaranteed Party the Parent Termination Fee if and as required pursuant to Section 8.06(b) of the Merger Agreement and (b) to pay any amounts pursuant to Section 8.06(c) of the Merger Agreement; provided that the maximum aggregate liability of the Guarantor hereunder shall not exceed US\$34,696,465.92 plus any amount required to be paid under Section 1(c) hereof (the "Maximum Amount"), and the Guaranteed Party hereby agrees that (A) the Guarantor shall in no event be required to pay more than the Maximum Amount under or in respect of this Limited Guarantee and (B) the Guarantor shall not have any obligation or liability to any Person (including, without limitation, to the Guaranteed Party's equityholders, Affiliates and Subsidiaries) relating to, arising out of or in connection with this Limited Guarantee other than as expressly set forth herein. This Limited Guarantee may be enforced for the payment of money only. All payments hereunder shall be made in United States dollars in immediately available funds. Concurrently with the delivery of this Limited Guarantee, each of the parties set forth on Schedule A (each an "Other Guarantor") is also entering into a limited guarantee substantially identical to this Limited Guarantee (each, an "Other Guarantee") with the Guaranteed Party.

(b) Subject to the terms and conditions of this Limited Guarantee, if Parent fails to pay the Guaranteed Obligations when due, then all of the Guarantor's liabilities to the Guaranteed Party hereunder in respect of such Guaranteed Obligations shall become immediately due and payable and the Guaranteed Party may, at the Guaranteed Party's option, take any and all actions available hereunder or under applicable Law to collect such Guaranteed Obligations from the Guarantor (subject to the Maximum Amount). The Guarantor promises and undertakes to make all payments hereunder free and clear of any deduction, offset, defense, claim or counterclaim of any kind. The Guarantor acknowledges that the Guaranteed Party entered into the transactions contemplated by the Merger Agreement in reliance on this Limited Guarantee.

(c) The Guarantor agrees to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable attorneys' fees) incurred by the Guaranteed Party in connection with the enforcement of its rights hereunder against the Guarantor, which amounts, if paid, will be in addition to the Guaranteed Obligations, if (i) the Guarantor asserts in any arbitration, litigation or other proceeding that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the Guaranteed Party prevails in such arbitration, litigation or other proceeding or (ii) the Guarantor fails or refuses to make any payment to the Guaranteed Party hereunder when due and payable and it is determined judicially or by arbitration that the Guarantor is required to make such payment hereunder.

(d) The parties hereto acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Limited Guarantee were not performed in accordance with its specific terms or were otherwise breached and further agree that the Guaranteed Party shall be entitled to an Order, injunction, specific performance and other equitable relief against the Guarantor from a court or authority of competent jurisdiction to prevent breaches of this Limited Guarantee and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which it is entitled at law or in equity, and shall not be required to provide any bond or other security in connection with any such Order or injunction. The Guarantor further agrees not to oppose the granting of any such Order, injunction, specific performance and other equitable relief on the basis that (i) the Guaranteed Party has an adequate remedy at law or (ii) an award of an Order, injunction, specific performance or other equitable relief is not an appropriate remedy for any reason at law or in equity (collectively, the "Prohibited Defenses").

2. Nature of Guarantee.

(a) This Limited Guarantee is an unconditional and continuing guarantee of payment, not of collection, and a separate Action or Actions may be brought and prosecuted against the Guarantor to enforce this Limited Guarantee, irrespective of whether any action is brought against Parent, Merger Sub, any Other Guarantor or any other Person or whether Parent, Merger Sub, any Other Guarantor or any other Person is joined in any such Action or Actions. Notwithstanding anything to the contrary contained in this Limited Guarantee or any other document, the obligations of the Guarantor under this Limited Guarantee and of the Other Guarantors under the Other Guarantees, shall be several and not joint.

(b) The liability of the Guarantor under this Limited Guarantee shall, to the fullest extent permitted under applicable Law, be absolute, irrevocable, unconditional and continuing, irrespective of (and shall in no way be released, discharged, impaired or affected by reason of):

(i) any change in the corporate existence, structure or ownership of Parent or Merger Sub or any other Person now or hereafter interested in the Transactions, or any of their respective assets, or any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting Parent or Merger Sub, or any other Person now or hereafter interested in the Transactions, or any of their respective assets;

(ii) any rescission, waiver, compromise, consolidation, amendment, modification or other consent to departure of or from the Merger Agreement or any other agreement or instrument evidencing, securing or otherwise executed by Parent, Merger Sub, any Other Guarantor or any other Person in connection with any of the Guaranteed Obligations, or any change in the manner, place or terms of payment or performance of, any change or extension of the time, place or manner of payment or performance of, or any renewal or alteration of, any Guaranteed Obligation, any escrow arrangement or other security therefor, or any liability incurred directly or indirectly in respect thereof;

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

(iv) the failure of the Guaranteed Party to assert any claim or demand or enforce any right or remedy against Parent, Merger Sub, Guarantor, any Other Guarantor or any other Person primarily or secondarily liable with respect to any Guaranteed Obligation;

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

(vi) any other act or omission that may in any manner or to any extent vary the risk of the Guarantor or otherwise operate as an addition, substitution, discharge or release of Parent, Merger Sub, the Guarantor, any Other Guarantor or any other Person as a matter of law or equity (other than as a result of payment of the Guaranteed Obligations in accordance with their terms); or

(vii) the value, genuineness, validity, illegality or enforceability of the Merger Agreement, the Other Guarantees, the equity commitment letter entered into between the Sponsor and Parent, dated as of the date hereof (the "Equity Commitment Letter"), or any other agreement or instrument referred to herein or therein.

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

(d) To the fullest extent permitted by Law, the Guarantor irrevocably waives promptness, diligence, grace, acceptance hereof, presentment, demand, notice of non-performance, default, dishonor and protest and any other notice not provided for herein, all defenses which may be available by virtue of any valuation, stay, moratorium Law or other similar Law now or hereafter in effect, any right to require the marshaling of assets of any Person interested in Transactions, and all suretyship defenses generally.

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

3. Sole Remedy; No Recourse. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges that, subject to the second sentence of this Section 3, no Person other than the Guarantor (and any successors and permitted assignees thereof) has any obligations hereunder and that, notwithstanding that the Guarantor may be a partnership, limited liability company or corporation, the Guaranteed Party has no right of recovery under this Limited Guarantee or, except for the Retained Claims (as defined below), any document or instrument delivered in connection herewith, and no personal liability shall attach under this Limited Guarantee to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, advisors, representatives, members, managers, Affiliates, or general or limited partners of the Guarantor, or any former, current or future equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate, agent, advisor, or representative of any of the foregoing (each a "Non-Recourse Party"), through Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Parent or Merger Sub against any Non-Recourse Party, except against the Sponsor solely with respect to its Equity Commitment Letter in accordance with the terms thereof, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise. Each of the Guaranteed Party and the Guarantor further covenants, agrees and acknowledges that the only rights of recovery and claims against the Guarantor or any Non-Recourse Party that the Guaranteed Party, any of its Affiliates, any of the direct or indirect shareholder of the Guaranteed Party or any of its Subsidiaries, or any of the Affiliates, equity holders, controlling persons, directors, officers, employees, members, managers, general or limited partners, representatives, advisors or agents of the foregoing (collectively, the "Guaranteed Party Group") has in respect of the Merger Agreement or the Transactions are its rights (including through exercise of third party beneficiary rights) to recover from, and assert claims against, (a) Parent and Merger Sub and their respective successors and assigns under and to the extent expressly provided in the Merger Agreement, (b) the Guarantor (but not any Non-Recourse Party) and its successors and assigns under and to the extent expressly provided in this Limited Guarantee and the Other Guarantees and their respective successors and assigns pursuant to the Other Guarantees, (c) the Sponsor (but not any other Non-Recourse Party) and its successors and assigns through the Company's exercise of third party beneficiary rights under and to the extent provided in the Equity Commitment Letter, and (d) the Rollover Shareholders (but not any other Non-Recourse Party) and their respective successors and assigns under and to the extent expressly provided in the Support Agreement, in each case pursuant to and in accordance with the terms thereof (the rights and claims described under (a), (b), (c) and (d) collectively, the "Retained Claims"). The Guaranteed Party acknowledges and agrees that Parent and Merger Sub have no assets other than certain contract rights and cash in a *de minimis* amount and that no additional funds are expected to be contributed to Parent or Merger Sub other than as contemplated by the Equity Commitment Letter, the Support Agreement, this Limited Guarantee and the Other Guarantees. Nothing set forth in this Limited Guarantee shall confer or give or shall be construed to confer or give to any Person other than the Guaranteed Party (including any person acting in a Representative capacity) any rights or remedies against any Person including the Guarantor, except as expressly set forth herein. For the avoidance of doubt, none of the Guarantor, Parent, Merger Sub, the Other Guarantors with respect to Other Guarantees, the Sponsor with respect to the rights and claims described under clause (c) of this Section 3, the Rollover Shareholders with respect to the rights and claims described under clause (d) of this Section 3, or their respective successors and assigns under the Merger Agreement, the Equity Commitment Letter, this Limited Guarantee or the Other Guarantees, or the Support Agreement shall be Non-Recourse Parties

4. No Subrogation. The Guarantor hereby unconditionally and irrevocably agreed that it will not exercise against Parent or Merger Sub any rights (including without limitation rights of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party), whether arising by contract or operation of law (including, without limitation, any such right arising under bankruptcy or insolvency Laws) or otherwise, by reason of any payment by it pursuant to the provisions of Section 1 hereof or with respect to any of the Guaranteed Obligations, including without limitation the right to take or receive from Parent or Merger Sub, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until the Guaranteed Obligations have been paid in full.

5. Termination. This Limited Guarantee shall terminate (and the Guarantor shall have no further obligations hereunder) upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Guaranteed Obligations and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance of which Parent and Merger Sub would not be obligated to pay the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement. In addition, the obligations of the Guarantor hereunder shall expire automatically six months following the valid termination of the Merger Agreement in a manner giving rise to an obligation of Parent to pay the Parent Termination Fee (the "Fee Claim Period"), unless a claim for payment of the Guaranteed Obligations is made in accordance with this Limited Guarantee prior to the end of such Fee Claim Period, in which case the Guarantor's obligations hereunder shall expire upon the date that such claim is finally satisfied or otherwise resolved by agreement of the parties hereto or pursuant to Section 13 hereof. If any payment or payments made by Parent, Merger Sub, the Guarantor or any Other Guarantor or any part thereof, are subsequently invalidated, declared to be fraudulent or preferential, set aside or are required to be repaid to a trustee, receiver or any other Person under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or payments, the Guaranteed Obligations or part thereof hereunder shall be revived and continued in full force and effect as if said payment or payments had not been made. In the event that the Guaranteed Party or any of its controlled Affiliates or Subsidiaries expressly asserts in any litigation or other legal proceeding relating to this Limited Guarantee (i) that the provisions hereof (including, without limitation, Section 1 hereof limiting the Guarantor's aggregate liability to the Maximum Amount or in Section 3 hereof relating to the sole and exclusive remedies of the Guaranteed Party and the Guaranteed Party Group against the Guarantor or any Non-Recourse Party) are illegal, invalid or unenforceable, in whole or in part, or (ii) any theory of liability under this Limited Guarantee, the Merger Agreement, the Equity Commitment Letter or the Support Agreement against the Guarantor or any Non-Recourse Party other than any Retained Claim, then (x) the obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party and (z) neither the Guarantor nor any Non-Recourse Party shall have any liability to the Guaranteed Party or any of its equityholders, affiliates or subsidiaries with respect to this Limited Guarantee.

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

7. Entire Agreement. This Limited Guarantee, the Other Guarantees, the Merger Agreement, the Equity Commitment, the Support Agreement and the Confidentiality Agreement and other documents and instruments and other agreements among the parties hereto or thereto as contemplated hereby or thereby or referred to herein or therein constitute the entire agreement with respect to the subject matter hereof, and supersede all other prior agreements and understandings, both written and oral, among Parent, Merger Sub and/or the Guarantor or any of their respective Affiliates, on the one hand, and the Guaranteed Party or any of its Affiliates, on the other hand.

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

9. Acknowledgement. The Guarantor acknowledges that it will receive substantial indirect benefits from the Transactions and that the waivers, covenants and agreements set forth in this Limited Guarantee are knowingly made in contemplation of such benefits. The Guarantor hereby covenants and agrees that it shall not institute, and shall cause its respective Affiliates not to institute, directly or indirectly, any proceeding or other Action asserting (i) any Prohibited Defenses or (ii) that any provision of this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms.

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

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

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

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

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

(e) the Guarantor is solvent and shall not be rendered insolvent as a result of its execution and delivery of this Limited Guarantee or the performance of its obligations hereunder, the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee, and all funds necessary for the Guarantor to fulfill its obligations under this Limited Guarantee shall be available to the Guarantor for so long as this Limited Guarantee shall remain in effect in accordance with Section 6 hereof.

11. No Assignment. Neither the Guarantor nor the Guaranteed Party may assign or delegate its rights, interests or obligations hereunder to any other Person, in whole or in part, (except by operation of Law) without the prior written consent of the Guaranteed Party (in the case of an assignment or delegation by the Guarantor) or the Guarantor (in the case of an assignment or delegation by the Guaranteed Party); provided, that no assignment by either party shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment in violation of this Section 11 shall be null and void.

12. Notices. All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in Section 9.02 of the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to the Guarantor:

Ctrip.com International, Ltd.
Building 16, Sky SOHO
968 Jinzhong Road, Shanghai 200335
Tel: (+86) 21 3406 4880
Attention: Chief Financial Officer
Facsimile: +86 (21) 5251 4588 Ext. 12202
Email: xfwang@ctrip.com

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

Skadden, Arps, Slate, Meagher & Flom
c/o 42/F Edinburgh Tower, The Landmark,
15 Queen's Road Central, Hong Kong
Attention: Z. Julie Gao / Haiping Li
Facsimile: +852 3910 4850 / +852 3910 4835

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

13. Governing Law: Dispute Resolution.

(a) Subject to Sections 1(d) and 13(b), this Limited Guarantee and all disputes or controversies arising out of or relating to this Limited Guarantee or the transactions contemplated hereby shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflict of Law principles thereof that would subject such matter to the Laws of another jurisdiction. Any Actions against any party or arising out of or in any way relating to this Limited Guarantee shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC (the "Rules") in force at the relevant time and as may be amended by this Section 13. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 13, any party may, to the extent permitted under the Laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Limited Guarantee is governed by the Laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural Law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 13(b) is only applicable to the seeking of interim injunctions and does not otherwise restrict the application of Section 13(a) in any way.

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

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

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

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

18. Miscellaneous.

(a) No amendment, supplementation, modification or waiver of this Limited Guarantee or any provision hereof shall be enforceable unless approved by the Guaranteed Party and the Guarantor in writing. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder or under the Merger Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. No waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time subject to the terms and provisions hereof, provided that upon the full payment of the Guaranteed Obligations by the Guarantor in accordance with the Merger Agreement, the remedy of specific performance shall not be available against the Guarantor or Non-Recourse Parties. The Guaranteed Party and its Affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guarantor or any Non-Recourse Party in connection with this Limited Guarantee except as expressly set forth herein by the Guarantor. The Guarantor and its affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guaranteed Party in connection with this Limited Guarantee except as expressly set forth herein by the Guaranteed Party.

(b) Any term or provision of this Limited Guarantee that is invalid or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective solely to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision other any other provision in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced in violation of the limitation of the amount payable by the Guarantor hereunder to the Maximum Amount provided in Section 1 hereof and to the provisions of Sections 3 and 5 hereof. Each party hereto covenants and agrees that it shall not assert, and shall cause its respective Subsidiaries not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable in accordance with its terms. Upon a determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Limited Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

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

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

[Remainder of page intentionally left blank]

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

CTIP.COM INTERNATIONAL, LTD.

By: /s/ Xiaofan Wang

Name: Xiaofan Wang

Title: CFO

[Signature Page to Limited Guarantee]

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

QUNAR CAYMAN ISLANDS LIMITED

By: /s/ Jimmy Lai
Name: Jimmy Lai
Title: Chairman of the Special Committee

[Signature Page to Limited Guarantee]

SCHEDULE A

Other Guarantors

1. Ocean Management Limited
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