
United States
Securities and Exchange Commission
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

Under the Securities Exchange Act of 1934

36Kr Holdings Inc.
(Name of Issuer)

Ordinary Shares, par value US\$0.0001 per share
(Title of Class of Securities)

G8828K 101
(CUSIP Number)

Tel: +86 10 5825-4188
5-6/F, Tower A1, Junhao Central Park Plaza
No. 10 South Chaoyang Park Avenue
Chaoyang District, Beijing, People's Republic of China, 100026
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 10, 2022
(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.

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*).

CUSIP No. G8828K 101	13D	
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1	Names of Reporting Persons Dagang Feng	
2	Check the Appropriate Box if a Member of a Group Not Applicable	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC Use Only	
4	Source of Funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 255,907,912 ⁽¹⁾
	8	Shared Voting Power 58,749,000 ⁽²⁾
	9	Sole Dispositive Power 255,907,912 ⁽¹⁾
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 314,656,912	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 30.6% ⁽³⁾	
14	Type of Reporting Person IN	

(1) Represents (i) 23,553,600 Class A ordinary shares held by Palopo Holding Limited, a limited liability company incorporated under the laws of the British Virgin Islands wholly owned by Lording Global Limited and ultimately controlled by The Lording Trust. The Lording Trust is a trust established under the laws of the Cayman Islands and managed by TMF (Cayman) Ltd. as the trustee. Dagang Feng is the settlor of the trust, and Dagang Feng and his family members are the trust's beneficiaries; (ii) 54,958,400 Class B ordinary shares held by Palopo Holding Limited; (iii) 25,623,912 Class A ordinary shares underlying share options held by Dagang Feng that are exercisable within 60 days after December 31, 2021, and (iv) 6,070,880 ADSs representing 151,772,000 Class A ordinary shares held by Qianren LP, a limited partnership registered under the laws of the British Virgin Islands in which Palopo Holding Limited is the sole general partner. Each Class B ordinary share is entitled to 25 votes and each Class A ordinary share is entitled to one vote.

(2) Represents (i) 17,624,700 Class A ordinary shares held by 36Kr Heros Holding Limited, a limited liability company incorporated under the laws of the British Virgin Islands wholly owned by Chengcheng Liu; and (ii) 41,124,300 Class B ordinary shares held by 36Kr Heros Holding Limited.

Palopo Holding Limited entered into an acting-in-concert agreement with 36Kr Heros Holding Limited in September 2019, pursuant to which the parties agreed to vote on the matters that require action in concert, with respect to all shares held by the parties, and if the parties thereof are unable to reach a unanimous consensus in relation to the matters requiring action in concert, a decision made by Palopo Holding Limited will be deemed a decision unanimously passed by the parties and will be binding on the parties.

(3) Based on 1,029,053,357 issued and outstanding ordinary shares of the Issuer as a single class, being the sum of (i) 907,346,745 Class A ordinary shares outstanding as of December 31, 2021, (ii) 96,082,700 Class B ordinary shares outstanding as of December 31, 2021, and (iii) 25,623,912 Class A ordinary shares underlying share options held by Dagang Feng that are exercisable within 60 days after December 31, 2021.

CUSIP No. G8828K 101	13D	
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1	Names of Reporting Persons Palopo Holding Limited	
2	Check the Appropriate Box if a Member of a Group Not Applicable	(a) <input type="checkbox"/>
		(b) <input type="checkbox"/>
3	SEC Use Only	
4	Source of Funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 230,284,000 ⁽¹⁾
	8	Shared Voting Power 58,749,000 ⁽²⁾
	9	Sole Dispositive Power 230,284,000 ⁽¹⁾
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 289,033,000	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 28.8% ⁽³⁾	
14	Type of Reporting Person CO	

(1) Represents (i) 23,553,600 Class A ordinary shares held by Palopo Holding Limited, a limited liability company incorporated under the laws of the British Virgin Islands; (ii) 54,958,400 Class B ordinary shares held by Palopo Holding Limited, and (iii) 6,070,880 ADSs representing 151,772,000 Class A ordinary shares held by Qianren LP, a limited partnership registered under the laws of the British Virgin Islands in which Palopo Holding Limited is the sole general partner. Each Class B ordinary share is entitled to 25 votes and each Class A ordinary share is entitled to one vote.

(2) Represents (i) 17,624,700 Class A ordinary shares held by 36Kr Heros Holding Limited, a limited liability company incorporated under the laws of the British Virgin Islands wholly owned by Chengcheng Liu; and (ii) 41,124,300 Class B ordinary shares held by 36Kr Heros Holding Limited.

Palopo Holding Limited entered into an acting-in-concert agreement with 36Kr Heros Holding Limited in September 2019, pursuant to which the parties agreed to vote on the matters that require action in concert, with respect to all shares held by the parties, and if the parties thereof are unable to reach a unanimous consensus in relation to the matters requiring action in concert, a decision made by Palopo Holding Limited will be deemed a decision unanimously passed by the parties and will be binding on the parties.

(3) Based on 1,003,429,445 issued and outstanding ordinary shares of the Issuer as a single class, being the sum of (i) 907,346,745 Class A ordinary shares outstanding as of December 31, 2021 and (ii) 96,082,700 Class B ordinary shares outstanding as of December 31, 2021.

1	Names of Reporting Persons Qianren LP		
2	Check the Appropriate Box if a Member of a Group Not Applicable		(a) <input type="checkbox"/>
			(b) <input type="checkbox"/>
3	SEC Use Only		
4	Source of Funds (See Instructions) WC		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6	Citizenship or Place of Organization British Virgin Islands		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 151,772,000 ⁽¹⁾	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 151,772,000 ⁽¹⁾	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 151,772,000		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>		
13	Percent of Class Represented by Amount in Row (11) 15.1% ⁽²⁾		
14	Type of Reporting Person PN		

(1) Represents 151,772,000 Class A ordinary shares held by Qianren LP, a limited partnership registered under the laws of the British Virgin Islands in which Palopo Holding Limited is the sole general partner. Each Class A ordinary share is entitled to one vote.

(2) Based on 1,003,429,445 issued and outstanding ordinary shares of the Issuer as a single class, being the sum of (i) 907,346,745 Class A ordinary shares outstanding as of December 31, 2021 and (ii) 96,082,700 Class B ordinary shares outstanding as of December 31, 2021.

Item 1. Security and Issuer.

This statement on Schedule 13D (this “**Statement**”) relates to the Class A ordinary shares of the Issuer, par value US\$0.0001 per share. (the “**Class A ordinary shares**”) of 36Kr Holdings Inc. (the “**Issuer**”), whose principal executive offices are located at 5-6/F, Tower A1, Junhao Central Park Plaza, No. 10 South Chaoyang Park Avenue Chaoyang District, Beijing, the People’s Republic of China.

The Class A ordinary shares are also represented by American Depositary Shares (“**ADS**”) evidenced by American Depositary Receipts. Each ADS represents 25 Class A ordinary shares.

Item 2. Identity and Background.

(a) This Statement is being filed by:

- (i) Feng Dagang, a citizen of the People’s Republic of China;
 - (ii) Palopo Holding Limited, a limited liability company incorporated under the laws of the British Virgin Islands;
 - (iii) Qianren LP, a limited partnership registered under the laws of the British Virgin Islands,
- together, the “**Reporting Persons**”.

(b) Address of principal business office or, if none, residence of the Reporting Persons:

- (i) Feng Dagang
No. 19 Shangdi Xinxu Road
Haidian District, Beijing
People’s Republic of China
- (ii) Palopo Holding Limited
Craigmuir Chambers
Road Town, Tortola
VG 1110
British Virgin Islands
- (iii) Qianren LP
Ritter House, Wickhams Cay II
Road Town, Tortola
VG1110
British Virgin Islands

(c) Present principal occupation or employment, principal business, address and citizenship of the Reporting Persons and their related persons:

- (i) Feng Dagang is (i) the chief executive officer, co-chairman of the board of directors of the Issuer; and (ii) the sole director of Palopo Holding Limited.
- (ii) The principal business of Palopo Holding Limited is the management of Qianren LP and investment holding. Its sole director is Feng Dagang and its sole shareholder is Lording Global Limited, which is ultimately controlled by The Lording Trust.

Lording Global Limited is an investment holding company incorporated under the laws of the British Virgin Islands whose registered address is at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands. The sole director of Lording Global Limited is S.B. Vanwall Ltd, a company incorporated under the laws of the British Virgin Islands whose registered address at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands, and whose principal business is provision of corporate services. The sole shareholder of Lording Global Limited is TMF (Cayman) Ltd., a company incorporated under the laws of the Cayman Islands whose registered address is at 2/F, The Grand Pavilion Commercial Centre, 802 West Bay Road, KY1-1003, Grand Cayman, Cayman Island, and whose principal business is provision of corporate services.

The Lording Trust is a trust established under the laws of the Cayman Islands and managed by TMF (Cayman) Ltd. as the trustee. Dagang Feng is the settlor of the trust, and Dagang Feng and his family members are the trust's beneficiaries.

(iii) The principal business of Qianren LP is investment holding. The sole general partner of Qianren LP is Palopo Holding Limited.

- (d) None of the Reporting Persons and the persons referred to in paragraph (c) above has, during the last five years, been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) None of the Reporting Persons and the persons referred to in paragraph (c) above has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

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

The consideration for the Purchased Securities (as defined below) was funded from the capital contributions from the limited partners of Qianren LP.

Item 4. Purpose of Transaction.

On March 10, 2022, Qianren LP (the "**Purchaser**") entered into a stock purchase agreement (the "**Share Purchase Agreement**") with API (Hong Kong) Investment Limited (the "**Seller**"), pursuant to which, the Seller agreed to sell and the Purchaser agreed to purchase an aggregate of 6,070,880 ADSs representing 151,772,000 Class A ordinary shares of the Issuer (the "**Purchased Securities**"). Under the terms of the Share Purchase Agreement, the closing of the purchase and sale of the Purchased Securities contemplated thereunder shall take place within three (3) business days of the date on which the Seller has been advised by the Issuer's stock transfer agent, to the extent needed for execution of the transactions contemplated herein, that the certificates representing the Purchased Securities are available for delivery to the Purchaser, unless another date is agreed to by the Purchaser and the Seller. The closing of the purchase and sale of the Purchased Securities contemplated thereunder took place on March 10, 2022.

The Reporting Person acquired the Purchased Securities for investment purposes and it will review their investments in the Issuer on a continuing basis. Any actions the Reporting Person might undertake will be dependent upon the Reporting Person's review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other current and future developments. The Reporting Persons may, at any time and from time to time, acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In connection with such considerations or activity, the Reporting Person may use third-party advisers, consultants or agents (each an "**Adviser**") to assist it and may engage, directly or indirectly, in discussions or negotiations, or pursue agreements with other parties regarding the securities then held and such other matters as it considers relevant to making its determinations. In addition, the Reporting Person, its designees to the Issuer's board or directors or its Advisers may engage in discussions with management, the board of directors, other shareholders of the Issuer and other relevant parties or encourage such persons to consider or explore extraordinary corporate transactions, such as: a merger; sales or acquisitions of securities, assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D.

References to the Share Purchase Agreement in this Statement are qualified in their entirety by reference to the Share Purchase Agreement, a copy of which is attached hereto as Exhibit 2 hereto and incorporated herein by reference in its entirety.

Item 5. Interest in Securities of the Issuer.

(a) – (b)

The following information with respect to the ownership of the Class A ordinary shares by each of the Reporting Persons is provided as of March 10, 2022:

Reporting Person	Amount beneficially owned:	Percent of class:	Sole power to vote or direct the vote:	Shared power to vote or to direct the vote:	Sole power to dispose or to direct the disposition of:	Shared power to dispose or to direct the disposition of:	Percent of aggregate voting power:
Dagang Feng	314,656,912	30.6% ⁽¹⁾	255,907,912	58,749,000	255,907,912	0	78.6% ⁽³⁾
Palopo Holding Limited	289,033,000	28.8% ⁽²⁾	230,284,000	58,749,000	230,284,000	0	78.4% ⁽⁴⁾
Qianren LP	151,772,000	15.1% ⁽²⁾	151,772,000	0	151,772,000	0	4.6% ⁽⁵⁾

(1) Based on 1,029,053,357 issued and outstanding ordinary shares of the Issuer as a single class, being the sum of (i) 907,346,745 Class A ordinary shares outstanding as of December 31, 2021, (ii) 96,082,700 Class B ordinary shares outstanding as of December 31, 2021, and (iii) 25,623,912 Class A ordinary shares underlying share options held by Dagang Feng that are exercisable within 60 days after December 31, 2021.

(2) Based on 1,003,429,445 issued and outstanding ordinary shares of the Issuer as a single class, being the sum of (i) 907,346,745 Class A ordinary shares outstanding as of December 31, 2021 and (ii) 96,082,700 Class B ordinary shares outstanding as of December 31, 2021.

(3) Represents (i) 23,553,600 Class A ordinary shares held by Palopo Holding Limited; (ii) 54,958,400 Class B ordinary shares held by Palopo Holding Limited; (iii) 17,624,700 Class A ordinary shares held by 36Kr Heros Holding Limited; (iv) 41,124,300 Class B ordinary shares held by 36Kr Heros Holding Limited; (v) 6,070,880 ADSs representing 151,772,000 Class A ordinary shares held by Qianren LP and (vi) 25,623,912 Class A ordinary shares underlying share options held by Dagang Feng that are exercisable within 60 days after December 31, 2021. Each Class A ordinary share is entitled to one vote; and each Class B ordinary share is entitled to 25 votes and is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances.

(4) Represents (i) 23,553,600 Class A ordinary shares held by Palopo Holding Limited; (ii) 54,958,400 Class B ordinary shares held by Palopo Holding Limited; (iii) 17,624,700 Class A ordinary shares held by 36Kr Heros Holding Limited; and (iv) 41,124,300 Class B ordinary shares held by 36Kr Heros Holding Limited, and (v) 6,070,880 ADSs representing 151,772,000 Class A ordinary shares held by Qianren LP. Each Class A ordinary share is entitled to one vote; and each Class B ordinary share is entitled to 25 votes and is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances.

(5) Represents 6,070,880 ADSs representing 151,772,000 Class A ordinary shares held by Qianren LP. Each Class A ordinary share is entitled to one vote. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances.

(c) Except as described in Item 4, during the past 60 days neither the Reporting Person nor any of the Related Persons has effected any transactions in the Class A ordinary shares.

(d) To the best knowledge of the Reporting Persons, no person (other than the Reporting Persons and its shareholders or partners) has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Purchased Securities.

(e) Not applicable.

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

The information set forth in or incorporated by reference in Items 3, 4 and 5 of this Statement is incorporated by reference into this Item 6.

Except as set forth in the Statement, neither the Reporting Person nor the persons named in Item 2 has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements puts or calls guarantees of profits division of profits or losses or the giving or withholding of proxies arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

Exhibit Number	Description
<u>1</u>	<u>Joint Filing Agreement, dated as of March 11, 2022, by and between Dagang Feng, Palopo Holding Limited and Qianren LP.</u>
<u>2</u>	<u>Share Purchase Agreement, dated as of March 10, 2022, by and between API (Hong Kong) Investment Limited and Qianren LP.</u>

SIGNATURES

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.

Date: March 11, 2022

Dagang Feng

By: /s/ Dagang Feng

Name: Dagang Feng

Palopo Holding Limited

By: /s/ Dagang Feng

Name: Dagang Feng

Title: Director

Qianren LP

By: **Palopo Holding Limited**, as its general partner

By: /s/ Dagang Feng

Name: Dagang Feng

Title: Director

Joint Filing Agreement

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with the other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including any and all amendments thereto) with respect to the Class A ordinary shares, par value US\$0.0001 per share, of 36Kr Holdings Inc., a Cayman Islands company, and further agree that this Joint Filing Agreement shall be included as an exhibit to such joint filing. This Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same instrument.

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

Signature Page

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of March 11, 2022.

Dagang Feng

By: /s/ Dagang Feng

Name: Dagang Feng

Palopo Holding Limited

By: /s/ Dagang Feng

Name: Dagang Feng

Title: Director

Qianren LP

By: **Palopo Holding Limited**, as its general partner

By: /s/ Dagang Feng

Name: Dagang Feng

Title: Director

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is entered into as of March 10, 2022, by and between API (Hong Kong) Investment Limited, a limited liability company incorporated under the laws of Hong Kong with its offices at 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong SAR (the "Seller"), and Qianren LP (the "Purchaser").

WHEREAS, Purchaser agrees to purchase from the Seller, and the Seller agrees to sell to the Purchaser, 6,070,880 American depositary shares (collectively, the "Purchased Shares"), representing 151,772,000 Class A ordinary shares, par value \$0.0001 per share (the "Shares"), of 36Kr Holdings Inc., a company registered in the Cayman Islands (the "Company"), such sale and purchase to be consummated in accordance with the terms and subject to the conditions set forth herein;

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

ARTICLE I

PURCHASE AND SALE OF PURCHASED SHARES

1.1 Purchase and Sale of Purchased Shares. The closing of the purchase and sale of the Purchased Shares contemplated herein (the "Closing") shall take place within three (3) business days of the date on which the Seller has been advised by the Company's stock transfer agent, to the extent needed for execution of the transactions contemplated herein, that the certificates representing the Purchased Shares are available for delivery to the Purchaser (the "Closing Date"), unless another date is agreed to by the Purchaser and the Seller, in which case such other mutually agreed date shall be the Closing Date hereunder. The Closing shall take place in New York, at the offices of Ropes & Gray LLP or at such other place (including by email, facsimile or PDF) as the Purchaser and the Seller shall agree in writing at such time as the parties to this Agreement shall mutually agree. At the Closing, in accordance with the terms and subject to the conditions hereinafter set forth, the Seller shall sell, transfer and deliver to the Purchaser, and the Purchaser shall purchase from the Seller, all of the Seller's rights, title and interest in and to the Purchased Shares.

1.2 Purchase Price. The purchase price for the Purchased Shares shall be One Dollar and 12 Cents (\$1.12) per American depositary share, for an aggregate purchase price of Six Million Seven Hundred Ninety Nine Thousand Three Hundred Eighty Five Dollars and Sixty Cents (\$6,799,385.60) (the "Purchase Price").

1.3 Closing Payment and Delivery of Purchased Shares. Upon a mutually agreed date, the Purchaser shall remit, or cause to be remitted, to the Seller the Purchase Price in immediately available funds in accordance with wire instructions provided by the Seller to the Purchaser in writing. Within three (3) business days of the Seller's receipt of the entirety of the Purchase Price, the Seller shall deliver, or cause to be delivered, to the Purchaser certificates or other electronic records for the Purchased Shares for complete transfer of the Purchased Shares to Purchaser.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE SELLER

The Seller, as to itself, hereby represents and warrants to, and agrees with, the Purchaser, as of the date hereof and as of the Closing Date, as follows:

2.1 The Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has the power to carry on its business as it is now being conducted and to enter into this Agreement and consummate the transactions contemplated by this Agreement.

2.2 The execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby are within the power and authority of the Seller and have been duly authorized by all necessary action on the part of the Seller. The execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby require no approval of, filing with, or other action by the Seller, by or in respect of, any governmental body, agency or official or any other person, other than any filings by the Seller or its affiliates required to be made after the Closing Date under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

2.3 This Agreement has been (a) duly executed and delivered by the Seller and (b) assuming the due authorization, execution and delivery of this Agreement by the Purchaser, constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as the enforceability hereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally or (ii) general principles of equity, whether considered in a proceeding at law or in equity.

2.4 Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate in a material respect any statute, regulation, rule, judgment, order or other restriction of any government, governmental agency or court to which Seller is subject; (b) result in a material breach of, or constitute a default under, any agreement, contract, lease, license or instrument to which the Seller is a party or by which the Seller is bound; or (c) conflict with or result in any breach of any provision of the limited partnership agreement of the Seller.

2.5 The Seller (a) is the sole record and beneficial owner of each of the Purchased Shares set forth opposite its name on Schedule I attached hereto, (b) has good and marketable title to each of the Purchased Shares and (c) has the full legal right, power and authority to sell, transfer and deliver the Purchased Shares in accordance with the terms of this Agreement. The delivery by the Seller to the Purchaser of the Purchased Shares pursuant to the terms of this Agreement will transfer to the Purchaser good, valid and legal title to the Purchased Shares, free and clear of any and all liens, claims, pledges, charges, security interests or encumbrances. None of the Purchased Shares are subject to any shareholders agreement, voting agreement, voting trust, proxy or any other contractual obligation relating to the transferability or the voting of the Purchased Shares.

2.6 No investment bank, financial advisor, broker or finder has acted for the Seller in connection with this Agreement or the transactions contemplated hereby, and no investment bank, financial advisor, broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of the Seller.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE PURCHASER

The Purchaser, as to itself, hereby represents and warrants to, and agrees with, the Seller, as of date hereof and as of the Closing Date, as follows:

3.1 The Purchaser is a limited partnership, duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has the power to carry on its business as it is now being conducted and to enter into this Agreement and consummate the transactions contemplated by this Agreement.

3.2 The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby are within the power and authority of the Purchaser and have been duly authorized by all necessary action on the part of the Purchaser. The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby require no approval of, filing with, or other action by the Purchaser, by or in respect of, any governmental body, agency or official or any other person, other than any filings by the Purchaser or its affiliates required to be made after the Closing Date under the Exchange Act.

3.3 This Agreement has been (a) duly executed and delivered by the Purchaser and (b) assuming the due authorization, execution and delivery of this Agreement by the Seller, constitutes a legal, valid, and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as the enforceability hereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally or (ii) general principles of equity, whether considered in a proceeding at law or in equity.

3.4 Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate in a material respect any statute, regulation, rule, judgment, order or other restriction of any government, governmental agency or court to which the Purchaser is subject; (b) result in a material breach of, or constitute a default under, any agreement, contract, lease, license or instrument to which the Purchaser is a party or by which the Purchaser is bound; or (c) conflict with or result in any breach of any provision of the constitutive documents of the Purchaser.

3.5 No investment bank, financial advisor, broker or finder has acted for the Purchaser in connection with this Agreement or the transactions contemplated hereby, and no investment bank, financial advisor, broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of the Purchaser.

3.6 The Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Purchased Shares and the other transactions contemplated hereby, and is entering into such transactions with a full understanding of all of the terms, conditions and risks thereof and knowingly and willingly assumes such terms, conditions and risks. The Purchaser acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning, the Company and its business and operations, and has had, and has, full access to such information about the Company and its business and operations as the Purchaser requires. THE PURCHASER UNDERSTANDS THAT SELLER MAY POSSESS MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY AND THE SHARES. THE PURCHASER REPRESENTS, WARRANTS AND AGREES THAT IT HAS NOT REQUESTED FROM THE SELLER (OR ANY OF THE SELLER'S AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES) AND HAS NOT RECEIVED FROM THE SELLER (OR ANY OF THE SELLER'S AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES) ANY INFORMATION ABOUT THE COMPANY AND ITS BUSINESS AND OPERATIONS AND UNDERSTANDS AND APPRECIATES THE SIGNIFICANCE OF THERE BEING UNDISCLOSED INFORMATION, POSSIBLY INCLUDING MATERIAL INFORMATION, WITH RESPECT THERETO AND WITH RESPECT TO THE ORDINARY SHARES. THE PURCHASER REPRESENTS, WARRANTS AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE SELLER AS EXPRESSLY SET FORTH IN ARTICLE II HEREOF, NONE OF THE SELLER, THE SELLER'S AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES MAKES OR HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, TO THE PURCHASER OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER (ORAL OR WRITTEN, EXPRESS OR IMPLIED), AND NO PERSON HAS BEEN AUTHORIZED BY THE SELLER TO MAKE ANY REPRESENTATION OR WARRANTY RELATING TO THE COMPANY OR ITS BUSINESS OR OPERATIONS OR OTHERWISE IN CONNECTION WITH THE PURCHASE AND SALE OF THE PURCHASED SHARES AND THE OTHER TRANSACTIONS CONTEMPLATED HEREBY, AND REPRESENTS, WARRANTS AND AGREES THAT IN DETERMINING TO ENTER INTO AND PERFORM THIS AGREEMENT, THE PURCHASER HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT (ORAL OR WRITTEN, EXPRESS OR IMPLIED), RELATING TO THE COMPANY OR ITS BUSINESS OR OPERATIONS OR OTHERWISE IN CONNECTION WITH THE PURCHASE AND SALE OF THE PURCHASED SHARES AND THE OTHER TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN THE RESPECTIVE REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

3.7 The Purchaser acknowledges that the Purchased Shares have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or applicable state laws, and that the Purchaser shall, in offering and selling the Purchased Shares, comply with applicable securities laws and regulations.

3.8 The Purchaser is acquiring the Purchased Shares for its own account for investment only and shall not resell, transfer or otherwise dispose of, directly or indirectly, the Purchased Shares in violation of the Securities Act and applicable state laws.

3.9 Neither of the Purchaser nor any of its subsidiaries nor, to the knowledge of the Purchaser, any affiliate, director, officer, employee, agent or other person associated with or acting on behalf of the Purchaser, any of its subsidiaries or their affiliates, is, or is owned or controlled by, a person that is currently the subject or the target of any sanctions administered or enforced by the PRC, U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the designation as a “specially designated national” or “blocked person”), the European Union, Her Majesty’s Treasury, the United Nations Security Council, or other relevant sanctions authority.

3.10 The Purchaser has conducted itself in all matters relating to purchase of the Purchased Shares in compliance with all applicable federal, provincial, state and local governmental laws, rules, regulations and ordinances.

3.11 The Purchaser has funds readily and unconditionally available sufficient to fund the purchase of the Purchased Shares contemplated hereunder.

ARTICLE IV
CONDITIONS TO THE PARTIES’ OBLIGATIONS

4.1 Conditions to the Obligations of the Purchaser. The Purchaser’s obligations to effect the transactions set forth in Article I shall be subject to the fulfillment (or waiver by the Purchaser) at the Closing of the following conditions:

4.1.1 Representations and Warranties. The representations and warranties made by the Seller in Article II hereof shall be true and correct in all material respects as of, and as if made on, the Closing Date.

4.1.2 Performance. The Seller shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement to be so performed or complied with by the Seller at or before the Closing.

4.1.3 No Injunctions or Regulatory Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court or regulatory authority of competent jurisdiction prohibiting the consummation of the transaction contemplated by this Agreement shall be in effect; nor shall there be any action taken, or any law, regulation or order enacted, that would prohibit the consummation of the transaction contemplated by this Agreement.

4.2 Conditions to the Obligations of the Seller. The Seller’s obligations to effect the transaction set forth in Article I shall be subject to the fulfillment (or waiver by the Seller) at the Closing of the following conditions:

4.2.1 Representations and Warranties. The representations and warranties made by the Purchaser in Article III hereof shall be true and correct in all material respects as of, and as if made on, the Closing Date.

4.2.2 Performance. The Purchaser shall have performed and complied with in all material respects each agreement, covenant and obligation required by this Agreement to be so performed or complied with by the Purchaser at or before the Closing.

4.2.3 No Injunctions or Regulatory Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court or regulatory authority of competent jurisdiction prohibiting the consummation of the transaction contemplated by this Agreement shall be in effect; nor shall there be any action taken, or any law, regulation or order enacted, that would prohibit the consummation of the transaction contemplated by this Agreement.

ARTICLE V
TERMINATION

5.1 Termination. This Agreement may be terminated and the transaction contemplated hereby abandoned at any time prior to the Closing:

5.1.1 By the Purchaser or the Seller if: (a) there shall be in effect a final non-appealable order of any court or regulatory authority of competent jurisdiction preventing consummation of the transaction contemplated hereby, or (b) there shall be any statute, rule, regulation or order enacted by any court or regulatory authority of competent jurisdiction that would make consummation of the transactions contemplated hereby illegal.

5.1.2 By the Purchaser if there has been a breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of the Seller such that the conditions set forth in Section 4.1.1 or 4.1.2, as the case may be, would not be satisfied as of such time.

5.1.3 By the Seller if there has been a breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of the Purchaser such that the conditions set forth in Section 4.2.1 or 4.2.2, as the case may be, would not be satisfied as of such time.

5.2 Effect of Termination. In the event of a valid termination of this Agreement as provided in Section 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the Purchaser or the Seller, or their respective officers, directors or shareholders or affiliates or associates; *provided, however*, that each party hereto shall each remain liable for any willful breaches by such party of the representations, warranties, covenants or agreements of such party set forth in this Agreement occurring prior to its termination; and *provided further* that the provisions of Article VI (other than Section 6.6) shall remain in full force and effect and survive any termination of this Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 Survival of Representations, Warranties and Agreements. The covenants, representations and warranties of each party contained herein shall survive the Closing. The representations and warranties of a party (the "Representing Party") shall not be affected or deemed waived by reason of any investigation made (or not made) by or on behalf of the party benefiting from such representation or warranty (the "Benefiting Party"), including any investigations made (or not made) by any of the Benefiting Party's advisors, agents, consultants or representatives, or by reason of the fact that the Benefiting Party or any of such advisors, agents, consultants or representatives knew or should have known that any such representation or warranty is or might be inaccurate or untrue.

6.2 Notices. All notices and other communications by the Purchaser or the Seller hereunder shall be in writing to the other party or parties, as the case may be, and shall be deemed to have been duly given when delivered in person or by an internationally recognized courier service, or sent via telecopy or facsimile transmission and verification received, at the address set forth below or to such other addresses as a party may from time to time designate to the other party or parties, as the case may be, by written notice thereof, effective only upon actual receipt.

if to the Seller: c/o

API (Hong Kong) Investment Limited
26/F, Tower One, Times Square, 1 Matheson St,
Causeway Bay, Hong Kong SAR
Attention: Kenny Man, Investment Team/Richard Lin Investment Legal Team

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

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704
Attention: Rachel D. Phillips
Email: rachel.phillips@ropesgray.com

if to the Purchaser:

Qianren LP
6/F, Tower A, Junhao Central Park, 10 Chaoyang Park South Road,
Chaoyang, Beijing, China
Attention: Dagang Feng

6.3 No Assignment; No Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations of any party hereunder shall be assigned, delegated or otherwise transferred by any of the parties hereto without the prior written consent of the other party or parties, as the case may be, and any purported assignment, delegation or transfer without such consent shall be null and void. Subject to the preceding sentence, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or the respective successors and permitted assigns, heirs, executors and administrators of the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided by this Agreement, and except as thus expressly provided no person other than the parties hereto or the respective successors and permitted assigns, heirs, executors and administrators of the parties hereto shall have any standing as a third-party beneficiary with respect to this Agreement or the transaction contemplated hereby.

6.4 Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other competent authority to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; *provided, however*, that the economic or legal substance of the transactions contemplated hereby not thereby be affected in any manner materially adverse to any party hereto. Upon such a determination, the parties shall (subject to the proviso in the preceding sentence) negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

6.5 Cooperation; Further Assurances. The Purchaser, on the one hand, and the Seller, on the other hand, at the request of the other such party, shall execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby. Each party agrees to use commercially reasonable efforts to cause the conditions set forth in Article IV to be satisfied, where the satisfaction of such conditions is within the control of, or depends on action or forbearance from action by such party. From and after the Closing Date, upon the request of either the Purchaser, on the one hand, or either the Seller, on the other hand, such other party, as applicable, shall execute and deliver such instruments, documents or other writings as may be reasonably necessary to confirm and carry out, and to effectuate fully the intent and purposes of, this Agreement.

6.6 Entire Agreement. This Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

6.7 Amendments and Waivers. This Agreement may be amended, modified, superseded or canceled, and any of the terms, representations, warranties or covenants hereof may be waived, only by written instrument executed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance.

6.8 Counterparts, Execution, Headings. This Agreement may be executed and delivered (including by facsimile transmission or by electronic mail with a PDF scanned attachment) in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The article and section headings contained in this Agreement are solely for the purpose of reference, and are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

6.9 Construction. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement; (v) the term “including” means “including without limitation”; (vi) the term “foreign” is used with respect to the United States; and (vii) “dollars” and “\$” refer to United States Dollars. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified, and the term “business day” shall mean a day on which banks in the United States, Hong Kong and China are open for business, but excluding Saturdays and Sundays.

6.10 Governing Law. This Agreement, and any claims arising out of or relating to this Agreement, the subject matter hereof or the transactions contemplated hereby (whether at law or in equity, whether sounding in contract, tort, statute or otherwise), shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to, or otherwise giving effect to, any law, body of law or other rule that would cause or otherwise require the application of the laws of any other jurisdiction.

6.11 Venue; Jurisdiction. Any action or proceeding against either the Purchaser or the Seller arising out of or relating to this Agreement, the subject matter hereof or the transactions contemplated hereby (whether at law or in equity, whether sounding in contract, tort, statute or otherwise), shall be brought exclusively in the City of New York, and the Purchaser and the Seller irrevocably submit to the exclusive jurisdiction and venue of such courts in respect of any such action or proceeding, agree that such courts are convenient forums for such purpose, agree not to transfer or remove any such action or proceeding to any other court, and agree that service of process in any such action or proceeding may be effected in any manner (other than via telecopy or facsimile transmission) by which notices may be delivered pursuant to, and at the address specified in, Section 6.3 hereof, in addition to any other method of service permitted by applicable law. Any actions or proceedings to enforce an order or judgment issued by such courts may be brought in any jurisdiction.

6.12 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER AT LAW OR IN EQUITY, WHETHER SOUNDING IN CONTRACT, TORT, STATUTE OR OTHERWISE). EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY OR PARTIES, AS THE CASE MAY BE, THAT THIS SECTION 6.13 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH IT IS RELYING, AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. ANY OF THE SELLER OR THE PURCHASER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6.13 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

6.13 No Strict Construction. The parties have participated jointly in the negotiation and drafting of this Agreement with counsel sophisticated in transactions of this type. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

6.14 Publicity. The Purchaser and the Seller shall consult with each other before issuing any press release with respect to the transactions contemplated hereby and shall not issue any such press release or make any such public statement without the prior consent of the other party; *provided, however*, a party may, without the prior consent of the other party (but after prior consultation, to the extent practicable in the circumstances), issue such press release or make such public statement upon the advice of outside counsel to such party, as may be required by law. Notwithstanding the foregoing, for clarification only, any filings by the Seller or its affiliates required to be made after the Closing Date under the Exchange Act, including amendments to Schedule 13g filed by the Seller and affiliates, shall not be subject to restrictions under this Section 6.15.

6.15 Expenses. The Seller and the Purchaser shall each bear their own expenses and legal fees incurred on their behalf with respect to this Agreement and the transactions contemplated hereby.

6.16 Specific Performance. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage could occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the parties hereto shall be entitled (without necessity of posting bond or other security) to seek injunctive relief to prevent breaches of, and to specific performance of, the provisions hereof, in addition to any other remedy at law or in equity. The rights and remedies of the parties hereto shall be cumulative (and not alternative).

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Purchaser and the Seller have caused this Agreement to be duly executed as of the date hereof.

PURCHASER:

QIANREN LP

By: /s/ FENG Dagang

Name: FENG Dagang

Title: GP's director

IN WITNESS WHEREOF, the Purchaser and the Seller have caused this Agreement to be duly executed as of the date hereof.

SELLER:

API (HONG KONG) INVESTMENT LIMITED

By: /s/ Leiming Chen

Name: Leiming Chen

Title: Director
