

CHINA LODGING GROUP, LTD

FORM 20-F

(Annual and Transition Report (foreign private issuer))

Filed 04/20/16 for the Period Ending 12/31/15

Telephone	(86) 21 6195-2011
CIK	0001483994
Symbol	HTHT
SIC Code	7011 - Hotels and Motels
Industry	Hotels & Motels
Sector	Services
Fiscal Year	12/31

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

FORM 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

Commission file number: 001-34656

China Lodging Group, Limited

(Exact name of Registrant as specified in its charter)

Not Applicable

(Translation of Registrant's name into English)

CAYMAN ISLANDS

(Jurisdiction of incorporation or organization)

No. 2266 Hongqiao Road

Changning District

Shanghai 200336

People's Republic of China

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People's Republic of China

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
American Depositary Shares, each representing four ordinary shares, par value US\$0.0001 per share	NASDAQ Global Select Market

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report. 250,881,559 Ordinary Shares.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer Accelerated Filer Non-accelerated Filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

- U.S. GAAP
- International Financial Reporting Standards as issued by the International Accounting Standards Board
- Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes No

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CERTAIN CONVENTIONS

Unless otherwise indicated, all translations from U.S. dollars to RMB in this annual report were made at a rate of US\$1.00 to RMB6.4778, the exchange rate as set forth in the H.10 statistical release of the U.S. Federal Reserve Board on December 31, 2015. No representation is made that the RMB amounts referred to herein could have been or could be converted into U.S. dollars at any particular rate or at all. On April 15, 2016, the exchange rate was US\$1.00 to RMB 6.4730. Any discrepancies in any table between totals and sums of the amounts listed are due to rounding.

Unless otherwise indicated, in this annual report,

- “*ADRs*” are to the American depositary receipts that may evidence our ADSs;
 - “*ADSs*” are to our American depositary shares, each representing four ordinary shares;
 - “*China*” or the “*PRC*” are to the People’s Republic of China, excluding, for purposes of this annual report, Hong Kong, Macau and Taiwan;
 - “*leased hotels*” are to leased-and- operated hotels;
 - “*manachised hotels*” are to franchised-and-managed hotels;
 - “*Ordinary shares*” are to our ordinary shares, par value US\$0.0001 per share;
 - “*RMB*” and “*Renminbi*” are to the legal currency of China;
 - “*US\$*” and “*U.S. dollars*” are to the legal currency of the United States; and
 - “*We*,” “*us*,” “*our company*,” “*our*,” and “*China Lodging*” are to China Lodging Group, Limited, a Cayman Islands company, and its predecessor entities and subsidiaries.
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PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

3.A. Selected Financial Data

The selected consolidated statements of comprehensive income data and selected consolidated cash flow data for the years ended December 31, 2013, 2014 and 2015 and the selected consolidated balance sheet data as of December 31, 2014 and 2015 are derived from our audited consolidated financial statements included herein, which were prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. The selected consolidated statements of comprehensive income data and selected consolidated cash flow data for the years ended December 31, 2011 and 2012 and the selected consolidated balance sheet data as of December 31, 2011, 2012 and 2013 are derived from our audited consolidated financial statements that have not been included herein and were prepared in accordance with U.S. GAAP. The selected financial data set forth below should be read in conjunction with “Item 5. Operating and Financial Review and Prospects” and the consolidated financial statements and the notes to those statements included herein. The historical results presented below are not necessarily indicative of financial results to be achieved in future periods.

	Year Ended December 31,					
	2011	2012	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(RMB)	(RMB)	(US\$)
(In thousands, except per share and per ADS data)						
Selected Consolidated Statement of Comprehensive Income Data:						
Net revenues	2,249,597	3,224,527	4,168,629	4,964,728	5,774,624	891,448
Operating costs and expenses ⁽¹⁾	2,150,031	3,011,517	3,815,835	4,593,915	5,204,734	803,473
Income from operations	107,146	219,733	380,544	389,364	601,154	92,802
Income before income taxes	142,954	233,673	388,515	415,496	635,909	98,167
Net income	118,138	179,504	283,695	302,391	439,380	67,828
Less: net income (loss) attributable to noncontrolling interest	3,306	4,617	3,837	(4,957)	2,780	429
Net income attributable to China Lodging Group, Limited	114,832	174,887	279,858	307,348	436,600	67,399
Earnings per share:						
Basic	0.47	0.72	1.14	1.23	1.74	0.27
Diluted	0.47	0.71	1.12	1.21	1.70	0.26
Earnings per ADS ⁽²⁾:						
Basic	1.90	2.88	4.57	4.94	6.97	1.08
Diluted	1.87	2.83	4.49	4.86	6.82	1.05
Weighted average number of shares used in computation:						
Basic	241,928	243,284	245,187	248,958	250,533	250,533
Diluted	246,181	246,981	249,486	253,004	256,104	256,104

Note: (1) Includes share-based compensation expenses as follows:

	Year Ended December 31,					
	2011	2012	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(RMB)	(RMB)	(US\$)
Share-based compensation expenses	15,483	20,837	30,468	31,937	52,535	8,110

(2) Each ADS represents four ordinary shares.

The following table presents a summary of our selected consolidated balance sheet data as of December 31, 2011, 2012, 2013, 2014 and 2015:

	As of December 31,					
	2011	2012	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(RMB)	(RMB)	(US\$)
	(In thousands)					
Selected Consolidated Balance Sheet Data:						
Cash and cash equivalents	781,601	449,844	397,435	808,865	1,237,838	191,089
Restricted cash	1,500	1,790	3,317	—	360,500	55,652
Prepaid rent	228,087	321,305	363,581	385,158	429,588	66,317
Property and equipment, net	2,095,794	2,951,509	3,634,039	3,907,343	3,805,886	587,527
Total assets	3,524,950	4,330,187	5,185,052	6,182,906	7,693,521	1,187,675
Accounts payable	417,605	624,824	677,305	640,691	585,347	90,362
Deferred rent – long-term	329,774	470,438	653,831	830,414	945,192	145,912
Deferred revenue	209,846	300,315	416,102	669,663	886,468	136,847
Total liabilities	1,269,066	1,839,622	2,357,261	2,964,193	4,252,773	656,515
Total equity	2,255,884	2,490,565	2,827,791	3,218,713	3,440,748	531,160

The following table presents a summary of our selected consolidated statements of cash flow data for the years ended December 31, 2011, 2012, 2013, 2014 and 2015:

	Year Ended December 31,					
	2011	2012	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(RMB)	(RMB)	(US\$)
	(In thousands)					
Selected Consolidated Statement of Cash Flow Data:						
Net cash provided by operating activities	458,740	715,720	1,070,169	1,454,015	1,749,673	270,101
Net cash used in investing activities	(734,577)	(1,068,130)	(1,152,248)	(1,063,186)	(1,550,357)	(239,333)
Net cash provided by financing activities	13,834	19,895	30,646	21,683	232,281	35,859

Exchange Rate Information

This annual report contains translations of RMB amounts into U.S. dollars at specific rates solely for the convenience of the reader. The exchange rate refers to the exchange rate as set forth in the H.10 statistical release of the Federal Reserve Board. Unless otherwise indicated, conversions of RMB into U.S. dollars in this annual report are based on the exchange rate on December 31, 2015. We make no representation that any RMB or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or RMB, as the case may be, at any particular rate, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of RMB into foreign exchange and through restrictions on foreign trade. On April 15, 2016, the daily exchange rate reported by the Federal Reserve Board was US\$1.00 to RMB 6.4730.

The following table sets forth information concerning exchange rates between the RMB and the U.S. dollar for the periods indicated. These rates are provided solely for your convenience and are not necessarily the exchange rates that we used in this annual report or will use in the preparation of our periodic reports or any other information to be provided to you.

Period	Noon Buying Rate			
	Period End	Average ⁽¹⁾	Low	High
	(RMB per US\$1.00)			
2011	6.2939	6.4475	6.6364	6.2939
2012	6.2301	6.2990	6.3879	6.2221
2013	6.0537	6.1412	6.2438	6.0537
2014	6.2046	6.1704	6.2591	6.0402
2015	6.4778	6.2869	6.4896	6.1870
October	6.3180	6.3505	6.3591	6.3180
November	6.3883	6.3640	6.3945	6.3180
December	6.4778	6.4491	6.4896	6.3883
2016				
January	6.5752	6.5726	6.5932	6.5219
February	6.5525	6.5501	6.5795	6.5154
March	6.4480	6.5027	6.5500	6.4480
April (through April 15 , 2016)	6.4730	6.4713	6.4810	6.4580

(1) Averages for a period are calculated by using the average of the exchange rates at the end of each month during the period. Monthly averages are calculated by using the average of the daily rates during the relevant period.

3.B. Capitalization and Indebtedness

Not applicable.

3.C. Reason for the Offer and Use of Proceeds

Not applicable.

3.D. Risk Factors

Risks Related to Our Business

Our operating results are subject to conditions affecting the lodging industry in general.

Our operating results are subject to conditions typically affecting the lodging industry, which include:

- changes and volatility in national, regional and local economic conditions in China;
- competition from other hotels, the attractiveness of our hotels to customers, and our ability to maintain and increase sales to existing customers and attract new customers;
- adverse weather conditions, natural disasters or travelers' fears of exposure to contagious diseases and social unrest;
- changes in travel patterns or in the desirability of particular locations;
- increases in operating costs and expenses due to inflation and other factors;
- local market conditions such as an oversupply of, or a reduction in demand for, hotel rooms;
- the quality and performance of managers and other employees of our hotels;
- the availability and cost of capital to fund construction and renovation of, and make other investments in, our hotels;

- seasonality of the lodging business and national or regional special events;
- the possibility that leased properties may be subject to challenges as to their compliance with the relevant government regulations; and
- maintenance and infringement of our intellectual property.

Changes in any of these conditions could adversely affect our occupancy rates, average daily rates and revenues generated per available room, or RevPAR, or otherwise adversely affect our results of operations and financial condition.

Our business is sensitive to Chinese and global economic conditions. A severe or prolonged downturn in the Chinese or global economy could materially and adversely affect our revenues and results of operations.

Our business and operations are primarily based in China and we depend on domestic business and leisure traveler customers for a significant majority of our revenues. Accordingly, our financial results have been, and we expect will continue to be, affected by developments in the Chinese economy and travel industry. As the travel industry is highly sensitive to business and personal discretionary spending levels, it tends to decline during general economic downturns. In 2008, China was affected by the disruptions to financial markets described below, and, although the Chinese economy recovered in 2010 and remained relatively stable in 2011, the growth rate of China's GDP has decreased since 2012, and it is uncertain whether this economic slowdown will continue into 2016 and beyond. A prolonged slowdown in the Chinese economy could erode consumer confidence which could result in changes to consumer spending patterns for travel and lodging-related products and services.

There is a possibility that China's economic growth rate may materially decline in the near future, which may have adverse effects on our financial condition and results of operations. Risk of a material slowdown in China's economic growth rate is based on several current or emerging factors including: (i) overinvestment by the government and businesses and excessive credit offered by banks; (ii) a rudimentary monetary policy; (iii) excessive privileges to state-owned enterprises at the expense of private enterprises; (iv) the dwindling supply of surplus labor; (v) a decrease in exports due to weaker overseas demand; and (vi) failure to boost domestic consumption.

The global financial markets experienced significant disruptions in 2008 and the United States, Europe and other economies went into recession. The recovery from the lows of 2008 and 2009 was uneven and it is facing new challenges, including the escalation of the European sovereign debt crisis since 2011, sanctions against Russia over the Ukraine crisis since 2014 and shadows of international terrorism spread by Islamic State of Iraq and al-Sham, which has been particularly intensified since the Paris terror attacks in November 2015. It is unclear whether such challenges will be contained or resolved and what effects they may have. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies that have been adopted by the central banks and financial authorities of some of the world's leading economies, including China's. There have also been concerns over unrest in the Middle East and Africa, which have resulted in significant market volatility, and over the possibility of a war involving Iran or North Korea. In addition, there have been concerns about the economic effect of the earthquake, tsunami and nuclear crisis in Japan and the tensions between Japan and its neighbouring countries. Economic conditions in China are sensitive to global economic conditions.

Any prolonged slowdown in the Chinese or global economy may have a negative impact on our business, results of operations and financial condition, and continued turbulence in the international markets may adversely affect our ability to access the capital markets to meet liquidity needs.

The lodging industry in China is competitive, and if we are unable to compete successfully, our financial condition and results of operations may be harmed.

The lodging industry in China is highly fragmented. As a multi-brand hotel group we believe that we compete primarily based on location, room rates, brand recognition, quality of accommodations, geographic coverage, service quality, range of services, guest amenities and convenience of the central reservation system. We primarily compete with other hotel groups as well as various stand-alone lodging facilities in each of the markets in which we operate. Our HanTing Hotels mainly compete with Home Inns, Jinjiang Inn, 7 Days Inn, various regional hotel groups and stand-alone hotels, and certain international brands such as Super 8. HanTing Hotels also compete with two- and three-star hotels, as they offer rooms with amenities comparable to many of those hotels. Our JI Hotels and Starway Hotels face competition from existing three-star and certain four-star hotels, boutique hotels whose price could be comparable and a few hotel chains such as Vienna Hotels and Holiday Inn Express. Our Hi Inns compete mainly with stand-alone guest houses, low-price hotels and budget hotel chains such as Pod Inns, 99 Inns and 100 Inns. Our Joya Hotels and Manxin Hotels & Resorts compete with existing four-star and five-star hotels. Our Manxin Hotels & Resorts also competes with boutique resort hotels. Our Elan Hotels compete with existing economy hotel chains such as 7 Days Inn, Home Inn or GreenTree Inn. New and existing competitors may offer more competitive rates, greater convenience, services or amenities or superior facilities, which could attract customers away from our hotels and result in a decrease in occupancy and average daily rates for our hotels. Competitors may also outbid us for new leased hotel conversion sites, negotiate better terms for potential manachised or franchised hotels or offer better terms to our existing manachised or franchised hotel owners, thereby slowing our anticipated pace of expansion. Furthermore, our typical guests may change their travel, spending and consumption patterns and choose to stay in other kinds of hotels, especially given the increase in our hotel room rates to keep pace with inflation. Any of these factors may have an adverse effect on our competitive position, results of operations and financial condition.

Our financial and operating performance may be adversely affected by epidemics, adverse weather conditions, natural disasters and other catastrophes.

Our financial and operating performance may be adversely affected by epidemics, adverse weather conditions, natural disasters and other catastrophes, particularly in locations where we operate a large number of hotels.

Our business could be materially and adversely affected by the outbreak of swine influenza, avian influenza, severe acute respiratory syndrome or other epidemics. In 2011, 2013 and 2014, there were reports on the occurrences of avian influenza in various parts of China, including dozens of confirmed human cases and deaths. Any prolonged recurrence of such contagious disease or other adverse public health developments in China may have a material and adverse effect on our business operations. For example, if any of our employees or customers is suspected of having contracted any contagious disease while he or she has worked or stayed in our hotels, we may under certain circumstances be required to quarantine our employees that are affected and the affected areas of our premises.

Losses caused by epidemics, adverse weather conditions, natural disasters and other catastrophes, including earthquakes or typhoons, are either uninsurable or too expensive to justify insuring against in China. In the event an uninsured loss or a loss in excess of insured limits occurs, we could lose all or a portion of the capital we have invested in a hotel, as well as the anticipated future revenues from the hotel. In that event, we might nevertheless remain obligated for any financial commitments related to the hotel.

Similarly, war (including the potential of war), terrorist activity (including threats of terrorist activity), social unrest and heightened travel security measures instituted in response, travel-related accidents, as well as geopolitical uncertainty and international conflict, will affect travel and may in turn have a material adverse effect on our business and results of operations. In addition, we may not be adequately prepared in contingency planning or recovery capability in relation to a major incident or crisis, and as a result, our operational continuity may be adversely and materially affected and our reputation may be harmed.

Seasonality of our business and national or regional special events may cause fluctuations in our revenues, cause our ADS price to decline, and adversely affect our profitability

The lodging industry is subject to fluctuations in revenues due to seasonality and national or regional special events. The seasonality of our business may cause fluctuations in our quarterly operating results. Generally, the first quarter, in which both the New Year and Spring Festival holidays fall, accounts for a lower percentage of our annual revenues than other quarters of the year. We typically have a lower RevPAR in the fourth quarter, as compared to the second and third quarters, due to reduced travel activities in the winter. In addition, national or regional special events that attract large numbers of people to travel may also cause fluctuations in our operating results in particular for the hotel locations where those events are held. For example, Expo 2010 Shanghai China, or the Shanghai Expo, drove strong demand and led to increased occupancy rates and average daily rates for our hotels in Shanghai from May 1 to October 31, 2010 and contributed to our revenue increase from 2009 to 2010. However, after the Shanghai Expo's closing on October 31, 2010, the demand for our hotels in Shanghai for the period from November 2010 to February 2011 was lower than the comparable periods of prior years. Therefore, you should not rely on our operating or financial results for prior periods as an indication of our results in any future period. As our revenues may vary from quarter to quarter, our business is difficult to predict and our quarterly results could fall below investor expectations, which could cause our ADS price to decline. Furthermore, the ramp-up process of our new hotels can be delayed during the low season, which may negatively affect our revenues and profitability.

Our relatively limited operating history makes it difficult to evaluate our future prospects and results of operations.

Our operations commenced, through Powerhill Holdings Limited, or Powerhill, with mid-scale limited service hotels and commercial property development and management in 2005, and we began migrating to our current business of operating and managing a multi-brand hotel group in 2007. See “Item 4. Information on the Company — A. History and Development of the Company.” Accordingly, you should consider our future prospects in light of the risks and challenges encountered by a company with a relatively limited operating history. These risks and challenges include:

- continuing our growth while trying to achieve and maintain our profitability;
- preserving and enhancing our competitive position in the lodging industry in China;
- offering innovative products to attract recurring and new customers;
- implementing our strategy and modifying it from time to time to respond effectively to competition and changes in customer preferences and needs;
- increasing awareness of our brands and products and continuing to develop customer loyalty;
- attracting, training, retaining and motivating qualified personnel; and
- renewing leases for our leased hotels on commercially viable terms after the initial lease terms expire.

If we are unsuccessful in addressing any of these risks or challenges, our business may be materially and adversely affected.

Our new leased hotels typically incur significant pre-opening expenses during their development stages and generate relatively low revenues during their ramp-up stages, which may have a significant negative impact on our financial performance.

The operation of each of our leased hotel goes through three stages: development, ramp-up and mature operations. During the development stage, leased hotels generally incur pre-opening expenses ranging from approximately RMB0.5 to RMB10.0 million per hotel. During the ramp-up stage, when the occupancy rate is relatively low, revenues generated by these hotels may be insufficient to cover their operating costs, which are relatively fixed in nature. As a result, these newly opened leased hotels may not achieve profitability during the ramp-up stage. As we continue to expand our leased hotel portfolio, the significant pre-opening expenses incurred during the development stage and the relatively low revenues during the ramp-up stage of our newly opened leased hotels may have a significant negative impact on our financial performance.

A significant portion of our costs and expenses may remain constant or increase even if our revenues decline, which would adversely affect our net margins and results of operations.

A significant portion of our operating costs, including rent and depreciation and amortization, is fixed. Accordingly, a decrease in revenues could result in a disproportionately higher decrease in our earnings because our operating costs and expenses are unlikely to decrease proportionately. For example, the New Year and Spring Festival holiday periods generally account for a lower portion of our annual revenues than other periods, but our expenses do not vary as significantly with changes in occupancy and revenues as we need to continue to pay rent and salary and to make regular repairs, maintenance and renovations and invest in other capital improvements throughout the year to maintain the attractiveness of our hotels. Our property development and renovation costs may increase as a result of increasing costs of materials. However, we have a limited ability to pass increased costs to customers through room rate increases. Therefore, our costs and expenses may remain constant or increase even if our revenues decline, which would adversely affect our net margins and results of operations.

We may not be able to manage our planned growth, which could adversely affect our operating results.

Our hotel group has been growing rapidly since we began migrating to our current business of operating and managing a multi-brand hotel group. In 2007, we launched our economy hotel product, HanTing Express Hotel, which was subsequently rebranded as HanTing Hotel, and our mid-scale limited service hotel product, HanTing Hotel, which was subsequently rebranded first as HanTing Seasons Hotel and then as JI Hotel. In May 2012, we completed the acquisition of a 51% equity interest in Starway Hotels (Hong Kong) Limited, or Starway HK, and in December 2013, we acquired the remaining 49% equity interest of Starway HK from C-Travel. We have retained the Starway brand. In addition, we launched Manxin Hotels & Resorts in October 2013, Joya Hotel, a new hotel brand targeting the upscale market, in December 2013 and Elan Hotel, a new economy hotel brand targeting business travelers, young customers and urban tourists, in September 2014. Through this organic and acquired growth, we increased the number of our hotels in operation in China from 26 hotels as of January 1, 2007 to 2,763 hotels as of December 31, 2015, and we intend to continue to develop and operate additional hotels in different geographic locations in China. In January 2016, we completed strategic alliance transactions with Accor S.A. (“Accor”) to join forces in the Pan-China region to develop Accor brands and to form an extensive and long-term alliance with Accor. Such expansions have placed, and will continue to place, substantial demands on our managerial, operational, technological and other resources. Our planned expansion will also require us to maintain the consistency of our products and the quality of our services to ensure that our business does not suffer as a result of any deviations, whether actual or perceived, in our quality standards. In order to manage and support our growth, we must continue to improve our existing operational, administrative and technological systems and our financial and management controls, and recruit, train and retain qualified hotel management personnel as well as other administrative and sales and marketing personnel, particularly as we expand into new markets. We cannot assure you that we will be able to effectively and efficiently manage the growth of our operations, recruit and retain qualified personnel and integrate new hotels into our operations. Any failure to effectively and efficiently manage our expansion may materially and adversely affect our ability to capitalize on new business opportunities, which in turn may have a material adverse effect on our results of operations.

Expansion into new geographic markets and addition of new hotel products for which we have limited operating experience and brand recognition may present operating and marketing challenges that are different from those we currently encounter in our existing markets. Our expansion within existing markets may cannibalize our existing hotels in those markets and, as a result, negatively affect our overall results of operations. Our inability to anticipate the changing demands that expanding operations will impose on our management and information and operational systems, or our failure to quickly adapt our systems and procedures to the new markets, could result in declines of revenues and increases in expenses or otherwise harm our results of operations and financial condition. Expansion through the introduction of new hotel products or brands may also present operating and marketing challenges. There can be no assurance that any new hotel products or brands we introduce will be well received by our customers and become profitable, and if it becomes profitable, it will be achieved in a timely fashion. If a new product or brand is not well received by our customers, we may not be able to generate sufficient revenue to offset related costs and expenses, and our overall financial performance and condition may be adversely affected.

Our multi-brand business strategy exposes us to potential risks and its execution may divert management attention and resources from our established brand, and if any of the new hotel brands are not well received by the market, we may not be able to generate sufficient revenue to offset related costs and expenses, and our overall financial performance and condition may be adversely affected.

We rebranded our *HanTing Express Hotel* as *HanTing Hotel*, our *HanTing Seasons Hotel* as *JI Hotel* and our *HanTing Hi Inn* as *Hi Inn* in 2012. In the same year we also acquired the Starway Hotel brand. In addition, we launched Manxin Hotels & Resorts in October 2013, Joya Hotel, a new hotel brand targeting the upscale market, in December 2013 and Elan Hotel, a new economy hotel brand targeting business travelers, young customers and urban tourists, in September 2014. We completed the strategic alliance transactions with Accor in January 2016, and are developing Accor’s certain hotel brands in China. We are still in the process of developing the Elan Hotel, Joya Hotel, Manxin Hotels & Resorts, JI Hotel, Starway Hotel and Hi Inn brands on top of our established brand of HanTing Hotel.

- Elan Hotel is our economy hotel brand concept targeting business travelers, young customers and urban tourists. Elan Hotel is committed to provide an unique business and leisure life experience for the hotel guests. The hotels’ modern and nature design elements create a fresh and refreshing atmosphere for the hotel guests. Elan Hotel brand conveys the concept of enjoyment of life and nature. We plan to further expand the Elan Hotel network primarily through manachise and franchise models. The introduction of the Elan Hotel brand exposes us to potential risks, including risks in developing the brand network.

- Joya Hotel is our upscale brand concept targeting affluent travelers and corporate events. Joya hotels are typically located in central business districts. Since we have limited operating experience in developing and operating hotels in the upscale market, the introduction of the Joya Hotel brand exposes us to potential risks, including risks associated with high capital expenditure level and with entering a highly competitive new market.
- Manxin Hotels & Resorts is our mid-to-upscale brand concept targeting leisure travelers, families and small-scale corporate events. Manxin Hotels & Resorts targets popular vacation destinations. Since we have limited operating experience in developing and operating hotels in the midscale and upscale market, the introduction of the Manxin Hotels & Resorts brand exposes us to potential risks, including risks associated with high capital expenditure level and with entering a highly competitive new market.
- JI Hotel is our organically developed mid-scale brand. As of December 31, 2015, we had 186 JI Hotels in operation and an additional 94 JI Hotels under development. We plan to further expand the JI Hotel network through both the lease model and the manachise model. However, we may not be able to successfully identify, secure and develop in a timely fashion additional JI Hotels under the lease model or to successfully compete for franchise agreements for additional JI Hotels. The accelerated development of JI Hotels exposes us to potential risks, including risks associated with high capital expenditures and uncertain financial outcome.
- Before our acquisition, Starway operated under the franchise model, without direct management involvement in the franchised hotels. After the acquisition of Starway, we introduced the lease and manachise models to the Starway Hotels brand and gradually converted the franchised hotels Starway had before our acquisition to manachised or leased hotels where appropriate. We also selectively terminated the franchise arrangements with certain Starway Hotels that did not meet the new Starway brand standards or did not accept certain changes we made to the franchise agreements. We integrated most of Starway Hotels' support functions into our existing corporate platform and significantly reduced the personnel and other operating costs for Starway. The acquisition of Starway exposes us to potential risks, including risks associated with unsuccessful transformation of business models and failure in growing the brand network.
- Hi Inns target practical and price-conscious travelers. We plan to strengthen the cost control over our Hi Inns to remain competitive in their target market and improve the RevPAR of Hi Inns through effective site selection. However, we may not be able to successfully execute our growth strategy and achieve the desired profitability level for Hi Inns.
- Accor is a worldwide leading hotel operator and we have formed a strategic alliance with Accor since January 2016. Regarding the economy and midscale hotel brands of Accor, we obtained the exclusive franchise rights in respect of "Mercure", "Ibis" and "Ibis Styles" in the PRC, Taiwan and Mongolia and the non-exclusive franchise rights in respect of "Grand Mercure" and "Novotel" in the PRC, Taiwan and Mongolia. We also take a non-controlling stake in Accor's operating platform for its luxury and upscale hotel brands in China, which will develop and operate brands including "Sofitel", "Pullman" and "MGallery by Sofitel".

In addition, we cannot guarantee the size and profitability of the various market segments that each new brand is targeting. The business models of these new brands are not proven and we cannot guarantee that they can generate return comparable to the established HanTing Hotel brand. The process of developing new brands may divert management attention and resources from our established HanTing Hotel brand. We may not be able to find competent management staff to lead and manage the execution of the multi-brand business strategy. If we are unable to successfully execute our multi-brand strategy to target various market segments, we may be unable to generate revenues from these market segments in the amounts and by the times we anticipate, or at all, and our business, competitive position, financial condition and prospects may be adversely affected.

We may not be able to successfully identify, secure and develop in a timely fashion additional hotel properties under the lease model.

We plan to open more hotels to further grow our business. Under our lease model, we may not be successful in identifying and leasing additional hotel properties at desirable locations and on commercially reasonable terms or at all. Even if we are able to successfully identify and acquire new hotel properties, new hotels may not generate the returns we expect. We may also incur costs in connection with evaluating hotel properties and negotiating with property owners, including properties that we are subsequently unable to lease. In addition, we may not be able to develop additional hotel properties in a timely fashion due to construction or regulatory delays. If we fail to successfully identify, secure or develop in a timely fashion additional hotel properties, our ability to execute our growth strategy could be impaired and our business and prospects may be materially and adversely affected.

We may not be able to successfully compete for franchise agreements and, as a result, we may not be able to achieve our planned growth.

Our growth strategy includes expanding through manachising and franchising, both through entering into franchise agreements with our franchisees. We believe that our ability to compete for franchise agreements primarily depends on our brand recognition and reputation, the results of our overall operations in general and the success of the hotels that we currently manachise and franchise. Other competitive factors for franchise agreements include marketing support, capacity of the central reservation channel and the ability to operate hotels cost-effectively. The terms of any new franchise agreements that we obtain also depend on the terms that our competitors offer for those agreements. In addition, if the availability of suitable locations for new properties decreases, or governmental planning or other local regulations change, the supply of suitable properties for our manachise and franchise models could be diminished. If the hotels that we manachise or franchise perform less successfully than those of our competitors or if we are unable to offer terms as favorable as those offered by our competitors, we may not be able to compete effectively for new franchise agreements. As a result, we may not be able to achieve our planned growth and our business and results of operations may be materially and adversely affected.

Acquisitions, financial investment or strategic investment may have an adverse effect on our ability to manage our business and harm our results of operations and financial condition.

If we are presented with appropriate opportunities, we may acquire or invest in businesses or assets. For example, we invested in UBOX International Holdings Co Limited in 2012, in China Quanjude (Group) Co., Ltd. ("Quanjude") and Beijing GOOAGOO Technology Service Co., Ltd. ("GOOAGOO") in 2014, and in Homeinns Hotel Group ("HMIN"), Shanghai Founder Service Co., Ltd. ("Founder Service") and Beijing Qingpu Tourism Culture Development Co., Ltd. ("Qingpu") in 2015. The existing and future acquisitions or investments may expose us to potential risks, including risks associated with unforeseen or hidden liabilities, risks that acquired or invested companies will not achieve anticipated performance levels, diversion of management attention and resources from our existing business, difficulty in integrating the acquired businesses with our existing operational infrastructure, and inability to generate sufficient revenues to offset the costs and expenses of acquisitions or investments. In addition, following completion of an acquisition or investment, our management and resources may be diverted from their core business activities due to the integration process, which diversion may harm the effective management of our business. Furthermore, it may not be possible to achieve the expected level of benefits after integration and the actual cost of delivering such benefits may exceed the anticipated cost. Any difficulties encountered in the acquisition or investment and integration process may have an adverse effect on our ability to manage our business and harm our results of operations and financial condition. If a financial or strategic investment is unsuccessful, then in addition to the diversion of management attention and resources from our existing business we may lose the value of our investment, which could have a material adverse effect on our financial condition and results of operations.

Our legal right to lease certain properties could be challenged by property owners or other third parties or subject to government regulation.

A substantial part of our business model relies on leases with third parties who either own or lease the properties from the ultimate property owners. We also grant franchises to hotel operators who may or may not own their hotel properties. We cannot assure you that the land use rights and other property rights with respect to properties we currently lease, manachise or franchise for our existing hotels will not be challenged. For example, as of December 31, 2015, our lessors failed to provide the property ownership certificates and/or the land use rights certificates for 64 properties that we lease for our hotel operations. While we have performed our due diligence to verify the rights of our lessors to lease such properties, including inspecting documentation issued by competent government authorities evidencing these lessors' land use rights and other property rights with respect to these properties that these lessors provided us with, we cannot assure you that our rights under those leases will not be challenged by other parties including government authorities.

Under PRC law, all lease agreements are required to be registered with the local housing bureau. While the majority of our standard lease agreements require the lessors to make such registration, some of our leases have not been registered as required, which may expose both our lessors and us to potential monetary fines. Some of our rights under the unregistered leases may also be subordinated to the rights of other interested third parties. In addition, in several instances where our immediate lessors are not the ultimate owners of hotel properties, no consents or permits were obtained from the owners, the primary lease holders or competent government authorities, as applicable, for the subleases of the hotel properties to us, which could potentially invalidate our leases or result in the renegotiation of such leases that leads to terms less favorable to us. Some of the properties we lease from third parties were also subject to mortgages at the time the leases were signed. Where consent to the lease was not obtained from the mortgage holder in such circumstances, the lease may not be binding on the transferee of the property if the mortgage holder forecloses on the mortgage and transfers the property. Moreover, we cannot assure you that the property ownership or leasehold in connection with our manachised and franchised hotels will not be subject to similar third-party challenges.

Any challenge to our legal rights to the properties used for our hotel operations, if successful, could impair the development or operations of our hotels in such properties. We are also subject to the risk of potential disputes with property owners or third parties who otherwise have rights to or interests in our hotel properties. Such disputes, whether resolved in our favor or not, may divert management's attention, harm our reputation or otherwise disrupt our business.

Any failure to comply with land- and property-related PRC laws and regulations may negatively affect our ability to operate our hotels and we may suffer significant losses as a result.

Our lessors are required to comply with various land- and property-related laws and regulations to enable them to lease effective titles of their properties for our hotel use. For example, properties used for hotel operations and the underlying land should be approved for commercial use purposes by competent government authorities. In addition, before any properties located on state-owned land with allocated or leased land use rights or on land owned by collective organizations may be leased to third parties, lessors should obtain appropriate approvals from the competent government authorities. As of December 31, 2015, the lessors of approximately a quarter of our executed lease agreements subject to this approval requirement did not obtain the required governmental approvals. Such failure may subject the lessors or us to monetary fines or other penalties and may lead to the invalidation or termination of our leases by competent government authorities, and therefore may adversely affect our ability to operate our leased hotels. While many of our lessors have agreed to indemnify us against our losses resulting from their failure to obtain the required approvals, we cannot assure you that we will be able to successfully enforce such indemnification obligations against our lessors. As a result, we may suffer significant losses resulting from our lessors' failure to obtain required approvals to the extent that we could not be fully indemnified by our lessors.

Our success could be adversely affected by the performance of our manachised and franchised hotels and defaults or wrongdoings of our franchisees may affect our reputation, which would adversely affect the results of our operations.

Our success could be adversely affected by the performance of our manachised and franchised hotels, over which we have less control compared to our leased hotels. As of December 31, 2015, we manachised and franchised approximately 77.7% of our hotels, and we plan to further increase the number of manachised and franchised hotels to increase our national presence in China. Our franchisees for both our manachised and franchised hotels may not be able to develop hotel properties on a timely basis, which could adversely affect our growth strategy and may impact our ability to collect fees from them on a timely basis. Furthermore, given that our franchisees are typically responsible for the costs of developing and operating the hotels, including renovating the hotels to our standards, and all of the operating expenses, the quality of our manachised and franchised hotel operations may be diminished by factors beyond our control and our franchisees may not successfully operate hotels in a manner consistent with our standards and requirements. Our manachised and franchised hotels are also operated under our brand names. If our brands are misused by any of our franchisees, there may be an adverse impact on our business reputation and brand image. In addition, like any operators in service-oriented industries, we are subject to customer complaints and we may face complaints from unsatisfied customers who are unhappy with the standard of service offered by our franchisees. Any complaints, regardless of their nature and validity, may affect our reputation, thereby adversely affecting the results of our operations. We may also have to incur additional costs in placating any customers or salvaging our reputation. If any of our franchisees defaults or commits wrongdoings, there could be situations where the franchisee is not in a position to sufficiently compensate us for losses which we may have suffered as a result of such defaults or wrongdoings. While we ultimately can take action to terminate our franchisees that do not comply with the terms of our franchise agreements or commit wrongdoings, we may not be able to identify problems and make timely responses and, as a result, our image and reputation may suffer, which may have a material adverse effect on our results of operations.

If we are unable to access funds to maintain our hotels' condition and appearance, or if our franchisees fail to make investments necessary to maintain or improve their properties, the attractiveness of our hotels and our reputation could suffer and our hotel occupancy rates may decline.

In order to maintain our hotels' condition and appearance, ongoing renovations and other leasehold improvements, including periodic replacement of furniture, fixtures and equipment, are required. In particular, we manage and franchise properties leased or owned by franchisees under the terms of franchise agreements, substantially all of which require our franchisees to comply with standards that are essential to maintaining the relevant product integrity and our reputation. We depend on our franchisees to comply with these requirements by maintaining and improving properties through investments, including investments in furniture, fixtures, amenities and personnel.

Such investments and expenditures require ongoing funding and, to the extent we or our franchisees cannot fund these expenditures from existing cash or cash flow generated from operations, we or our franchisees must borrow or raise capital through financing. We or our franchisees may not be able to access capital and our franchisees may be unwilling to spend available capital when necessary, even if required by the terms of our franchise agreements. If we or our franchisees fail to make investments necessary to maintain or improve the properties, our hotel's attractiveness and reputation could suffer, we could lose market share to our competitors and our hotel occupancy rates and RevPAR may decline.

We have incurred losses in the past and may incur losses in the future.

We incurred net losses attributable to our company of RMB111.6 million and RMB136.2 million in 2007 and 2008, respectively. Although we have had net income attributable since 2009, as we expect our costs to increase as we continue to expand our business and operations, we may incur losses in the future. We cannot assure you that we will achieve or sustain profitability in the future.

Our leases could be terminated early, we may not be able to renew our existing leases on commercially reasonable terms and our rents could increase substantially in the future, which could materially and adversely affect our operations.

The lease agreements between our lessors and us typically provide, among other things, that the leases could be terminated under certain legal or factual conditions. If our leases were terminated early, our operation of such properties may be interrupted or discontinued and we may incur costs in relocating our operations to other locations. Furthermore, we may have to pay losses and damages and incur other liabilities to our customers and other vendors due to our default under our contracts. As a result, our business, results of operations and financial condition could be materially and adversely affected.

We plan to retain the operation of our leased hotels upon lease expiration through (i) renewal of existing lease or (ii) execution of a franchise agreement with the lessor. We cannot assure you, however, that we will be able to retain our hotel operation on satisfactory terms, or at all. In particular, we may experience an increase in our rent payments and cost of revenues in connection with renegotiating our leases. If we fail to retain our hotel operation on satisfactory terms upon lease expiration, our costs may increase and our profit generated from the hotel operation may decrease in the future. If we are unable to pass the increased costs on to our customers through room rate increases, our operating margins and earnings could decrease and our results of operations could be materially and adversely affected.

Interruption or failure of our information systems could impair our ability to effectively provide our services, which could damage our reputation.

Our ability to provide consistent and high-quality services and to monitor our operations on a real-time basis throughout our hotel group depends on the continued operation of our information technology systems, including our web property management, central reservation and customer relationship management systems. Certain damage to or failure of our systems could interrupt our inventory management, affect the manner of our services in terms of efficiency, consistency and quality, and reduce our customer satisfaction.

Our technology platform plays a central role in our management of inventory, revenues, loyalty program and franchisees. We also rely on our website, call center and mobile application to facilitate customer reservations. Our systems remain vulnerable to damage or interruption as a result of power loss, telecommunications failures, computer viruses, fires, floods, earthquakes, interruptions in access to our toll-free numbers, hacking or other attempts to harm our systems, and other similar events. Our servers, which are maintained in Shanghai, may also be vulnerable to break-ins, sabotage and vandalism. Some of our systems are not fully redundant, and our disaster recovery planning does not account for all possible scenarios. Furthermore, our systems and technologies, including our website and database, could contain undetected errors or “bugs” that could adversely affect their performance, or could become outdated and we may not be able to replace or introduce upgraded systems as quickly as our competitors or within budgeted costs for such upgrades. If we experience frequent, prolonged or persistent system failures, our quality of services, customer satisfaction, and operational efficiency could be severely harmed, which could also adversely affect our reputation. Steps we take to increase the reliability and redundancy of our systems may be costly, which could reduce our operating margin, and there can be no assurance that whatever increased reliability may be achievable in practice or would justify the costs incurred.

Failure to maintain the integrity of internal or customer data could result in harm to our reputation or subject us to costs, liabilities, fines or lawsuits.

Our business involves collecting and retaining large volumes of internal and customer data, including credit card numbers and other personal information as our various information technology systems enter, process, summarize and report such data. We also maintain information about various aspects of our business operations as well as our employees. The integrity and protection of our customer, employee and company data is critical to our business. Our customers and employees expect that we will adequately protect their personal information. We are required by applicable laws to keep strictly confidential of the personal information that we collect, and to take adequate security measures to safeguard such information. Our current security measures and those of our third-party service providers may not be adequate for the protection of our customer, employee or company data. For instance, we were involved in a law suit where a customer alleged that we disclosed his personal information, although the court ruled in our favor eventually. We may face similar litigations in the future. In addition, computer hackers, foreign governments or cyber terrorists may attempt to penetrate our network security and our website. Unauthorized access to our proprietary internal and customer data may be obtained through break-ins, sabotage, breach of our secure network by an unauthorized party, computer viruses, computer denial-of-service attacks, employee theft or misuse, breach of the security of the networks of our third-party service providers, or other misconduct. Because the techniques used by computer programmers who may attempt to penetrate and sabotage our proprietary internal and customer data change frequently and may not be recognized until launched against a target, we may be unable to anticipate these techniques. It is also possible that unauthorized access to our proprietary internal and customer data may be obtained through inadequate use of security controls. The laws and regulations applicable to security and privacy are becoming increasingly important in China. Any theft, loss, fraudulent, unlawful use or disclosure of customer, employee or company data could harm our reputation or result in remedial and other costs, liabilities, fines or lawsuits.

If the value of our brand or image diminishes, it could have a material and adverse effect on our business and results of operations.

We offer multiple hotel products that are designed to target distinct segments of customers. Our continued success in maintaining and enhancing our brands and image depends, to a large extent, on our ability to satisfy customer needs by further developing and maintaining our innovative and distinctive products and maintaining consistent quality of services across our hotel group, as well as our ability to respond to competitive pressures. If we are unable to do so, our occupancy rates may decline, which could in turn adversely affect our results of operations. Our business may also be adversely affected if our public image or reputation were to be diminished by the operations of any of our hotels, whether due to unsatisfactory service, accidents or otherwise. If the value of our products or image is diminished or if our products do not continue to be attractive to customers, our business and results of operations may be materially and adversely affected.

Failure to protect our trademarks and other intellectual property rights could have a negative impact on our brands and adversely affect our business.

The success of our business depends in part upon our continued ability to use our brands, trade names and trademarks to increase brand awareness and to further develop our products. The unauthorized reproduction of our trademarks could diminish the value of our brands and their market acceptance, competitive advantages or goodwill. In addition, we consider our proprietary information systems and operational system to be key components of our competitive advantage and our growth strategy. We have received copyright registration certificates for 19 of our major proprietary information systems and for our operational system. However, none of our other proprietary information system have been patented, copyrighted or otherwise registered as our intellectual property.

Monitoring and preventing the unauthorized use of our intellectual property is difficult. The measures we take to protect our brands, trade names, trademarks and other intellectual property rights may not be adequate to prevent their unauthorized use by third parties. Furthermore, the application of laws governing intellectual property rights in China and abroad is evolving and could involve substantial risks to us. In particular, the laws and enforcement procedures in the PRC are uncertain and do not protect intellectual property rights to the same extent as do the laws and enforcement procedures in the United States and other developed countries. If we are unable to adequately protect our brands, trade names, trademarks and other intellectual property rights, we may lose these rights and our business may suffer materially.

We may also be subject to claims for infringement, invalidity, or indemnification relating to third parties' intellectual property rights. Such claims may be time-consuming and costly to defend, divert management attention and resources, or require us to enter into licensing agreements, which may not be available on commercially reasonable terms, or at all.

If we are not able to retain, hire and train qualified managerial and other employees, our business may be materially and adversely affected.

Our managerial and other employees manage our hotels and interact with our customers on a daily basis. They are critical to maintaining the quality and consistency of our services as well as our established brands and reputation. In general, employee turnover, especially those in lower-level positions, is relatively high in the lodging industry. As a result, it is important for us to retain as well as attract qualified managerial and other employees who are experienced in lodging or other consumer-service industries. There is a limited supply of such qualified individuals in some of the cities in China where we have operations and other cities into which we intend to expand. In addition, we need to hire qualified managerial and other employees on a timely basis to keep pace with our rapid growth while maintaining consistent quality of services across our hotels in various geographic locations. We must also provide continuous training to our managerial and other employees so that they have up-to-date knowledge of various aspects of our hotel operations and can meet our demand for high-quality services. If we fail to do so, the quality of our services may decrease, which in turn, may have a material and adverse effect on our business.

Our current employment practices may be adversely impacted under the labor contract law of the PRC.

The PRC National People's Congress promulgated the labor contract law in 2008, and amended it on December 28, 2012. The labor contract law imposes requirements concerning, among others, the execution of written contracts between employers and employees, the time limits for probationary periods, and the length of fixed-term employment contracts. Considering the PRC governmental authorities have continued to introduce various new labor-related regulations since the effectiveness of the labor contract law, and the interpretation and implementation of these regulations are still evolving, we cannot assure you that our employment practices do not, or will not, violate the labor contract law and related regulations or that we will not be subject to related penalties, fines or legal fees. If we are subject to severe penalties or incur significant legal fees in connection with labor law disputes or investigations, our business, financial condition and results of operations may be adversely affected. In addition, a significant number of our employees are dispatched from third-party human resources companies, which are responsible for managing, among others, payrolls, social insurance contributions and local residency permits of these employees. According to a new regulation on labor dispatch, which was promulgated in December 2013 to implement the provisions of the labor contract law in this regard, a company is permitted to use dispatched employees for only up to 10% of its labor force after February 29, 2016. To comply with the labor dispatch regulation, we have reduced the percentage of dispatched employees since December 2013 by using service outsourcing arrangement. Under the service outsourcing arrangement, we have entered into service outsourcing agreements with a service outsourcing firm and relevant employees are deemed as employees of this service outsourcing firm. However, since the current labor dispatch regulation does not clearly define the distinction of labor dispatch and service outsourcing, we cannot rule out the possibility that our service outsourcing arrangement may be considered as labor dispatch by the relevant PRC government.

In addition, according to the Labor Contract Law and its implementing rules, if we intend to enforce the non-compete provision with our employees in the employment contracts or confidentiality agreements, we have to compensate our employees on a monthly basis during the term of the restriction period after the termination or ending of the employment contract, which may cause extra expenses to us.

Failure to retain our management team could harm our business.

We place substantial reliance on the experience and the institutional knowledge of members of our current management team. Mr. Qi Ji, our founder and executive chairman, Ms. Min (Jenny) Zhang, our chief executive officer, and other members of the management team are particularly important to our future success due to their substantial experiences in lodging and other consumer-service industries. Finding suitable replacements for Mr. Qi Ji, Ms. Min (Jenny) Zhang and other members of our management team could be difficult, and competition for such personnel of similar experience is intense. The loss of the services of one or more members of our management team due to their departures or otherwise could hinder our ability to effectively manage our business and implement our growth strategies.

We are subject to various franchise, hotel industry, construction, hygiene, health and safety and environmental laws and regulations that may subject us to liability.

Our business is subject to various compliance and operational requirements under PRC laws. For example, we are required to obtain the approval from, and file initial and annual reports with, the PRC Ministry of Commerce, or the MOC, to engage in the hotel franchising business. In addition, each of our hotels is required to obtain a special industry license and a fire control approval issued by the local public security bureau, to have hotel operations included in the business scope of its business license, to obtain hygiene permits and environmental impact assessment approvals, and to comply with license requirements and laws and regulations with respect to construction permit, zoning, fire prevention, public area hygiene, food safety, public safety and environmental protection. See “Item 4. Information on the Company — B. Business Overview — Regulation — Regulations on Hotel Operation.” If we fail to comply with any applicable construction, hygiene, health and safety, and environmental laws and regulations related to our business, we may be subject to potentially significant monetary damages and fines or the suspension of our operations or development activities. Furthermore, new regulations could also require us to retrofit or modify our hotels or incur other significant expenses. It is also possible that new zoning plans or regulations applicable to a specific location may cause us to relocate our hotel(s) in that location, or require additional approvals and licenses that may not be granted to us promptly or at all, which may adversely affect our operating results. Any failure by us to control the use of, or to adequately restrict the discharge of, hazardous substances in our development activities, or to otherwise operate in compliance with environmental laws could also subject us to potentially significant monetary damages and fines or the suspension of our hotel development activities or hotel operations, which could materially adversely affect our financial condition and results of operations. Some of our hotels are not in full compliance with all of the applicable requirements. Such failure to comply with applicable construction permit, environmental, health and safety laws and regulations related to our business and hotel operation may subject us to potentially significant monetary damages and fines or the suspension of operations and development activities of our company or related hotels. We cannot guarantee that we will not be subject to any challenges or other actions with respect to such noncompliance.

Owners of our manachised and franchised hotels are subject to these same permit and safety requirements. Although our franchise agreements require these owners to obtain and maintain all required permits or licenses, we have limited control over these owners. Any failure to obtain and maintain the required permits or licenses by any owner of a manachised or franchised hotel may require us to delay opening of the manachised or franchised hotel or to forgo or terminate our franchise agreement, which could harm our brand, result in lost revenues and subject us to potential indirect liability.

Our limited insurance coverage may expose us to losses, which may have a material adverse effect on our reputation, business, financial condition and results of operations.

We carry all mandatory and certain optional commercial insurance, including property, business interruption, construction, third-party liability, public liability, product's liability and employer's liability insurance for our leased hotel operations. We also require our lessors and franchisees to purchase customary insurance policies. Although we are able to require our franchisees to obtain the requisite insurance coverage through our franchisees management, we cannot guarantee that our lessors will adhere to such requirements. In particular, there are inherent risks of accidents or injuries in hotels. One or more accidents or injuries at any of our hotels could adversely affect our safety reputation among customers and potential customers, decrease our overall occupancy rates and increase our costs by requiring us to take additional measures to make our safety precautions even more visible and effective. In the future, we may be unable to renew our insurance policies or obtain new insurance policies without increases in cost or decreases in coverage levels. We may also encounter disputes with insurance providers regarding payments of claims that we believe are covered under our policies. Furthermore, if we are held liable for amounts and claims exceeding the limits of our insurance coverage or outside the scope of our insurance coverage, our reputation, business, financial condition and results of operations may be materially and adversely affected.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud.

We are subject to reporting obligations under the U.S. securities laws. The Securities and Exchange Commission, or the SEC, as required by Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, adopted rules requiring every public company to include in its annual report a management report on such company's internal control over financial reporting containing management's assessment of the effectiveness of its internal control over financial reporting. In addition, an independent registered public accounting firm must attest to and report on the effectiveness of such company's internal control over financial reporting except where the company is a non-accelerated filer. We currently are an accelerated filer.

Our management has concluded that our internal control over financial reporting was effective as of December 31, 2015. See "Item 15. Controls and Procedures." Our independent registered public accounting firm has issued an attestation report as of December 31, 2015. See "Item 15. Controls and Procedures—Attestation Report of the Registered Public Accounting Firm." However, if we fail to maintain effective internal control over financial reporting in the future, our management and our independent registered public accounting firm may not be able to conclude that we have effective internal control over financial reporting. This could in turn result in the loss of investor confidence in the reliability of our financial statements and negatively impact the trading price of our ADSs. Furthermore, we have incurred and anticipate that we will continue to incur considerable costs, management time and other resources in an effort to continue to comply with Section 404 and other requirements of the Sarbanes-Oxley Act.

We may not be able to develop hotel properties on a timely or cost-efficient basis, which may adversely affect our growth strategy and business.

We develop all of our leased hotels directly. Our involvement in the development of properties presents a number of risks, including construction delays or cost overruns, which may result in increased project costs or forgone revenue. We may be unable to recover development costs we incur for projects that do not reach completion. Properties that we develop could become less attractive due to market saturation or oversupply, and as a result we may not be able to recover development costs at the expected rate, or at all. Furthermore, we may not have available cash to complete projects that we have commenced, or we may be unable to obtain financing for the development of future properties on favorable terms, or at all. If we are unable to successfully manage our hotel development to minimize these risks, our growth strategy and business prospects may be adversely affected.

We, our directors, management and employees may be subject to certain risks related to legal proceedings filed by or against us, and adverse results may harm our business.

We cannot predict with certainty the cost of defense, the cost of prosecution or the ultimate outcome of litigation and other proceedings filed by or against us, our directors, management or employees, including remedies or damage awards, and adverse results in such litigation and other proceedings may harm our business or reputation. Such litigation and other proceedings may include, but are not limited to, actions relating to intellectual property, commercial arrangements, employment, non-competition and labor law, fiduciary duties, personal injury, death, property damage or other harm resulting from acts or omissions by individuals or entities outside of our control, including franchisees and third-party property owners. In the case of intellectual property litigation and proceedings, adverse outcomes could include the cancellation, invalidation or other loss of material intellectual property rights used in our business and injunctions prohibiting our use of business processes or technology that is subject to third-party patents or other third-party intellectual property rights.

We generally are not liable for the willful actions of our franchisees and property owners; however, there is no assurance that we would be insulated from liability in all cases.

Risks Related to Doing Business in China

Adverse changes in economic and political policies of the PRC government could have a material adverse effect on the overall economic growth of China, which could adversely affect our business.

We conduct substantially all of our business operations in China. As the lodging industry is highly sensitive to business and personal discretionary spending levels, it tends to decline during general economic downturns. Accordingly, our results of operations, financial condition and prospects are subject to a significant degree to economic developments in China. China's economy differs from the economies of most developed countries in many respects, including with respect to the amount and degree of government involvement and influence on the level of development, growth rate, control of foreign exchange and allocation of resources. While the PRC economy has experienced significant growth in the past over 30 years, growth has been uneven across different regions and among various economic sectors of China. The PRC government has implemented various measures to encourage economic development and guide the allocation of resources. While some of these measures benefit the overall PRC economy, they may also have a negative effect on us. For example, our results of operations and financial condition may be adversely affected by government control over capital investments or changes in environmental, health, labor or tax regulations that are applicable to us.

As the PRC economy is increasingly intricately linked to the global economy, it is affected in various respects by downturns and recessions of major economies around the world, such as the global financial crisis and sovereign debt crisis in Europe. Stimulus measures designed to help China weather the global financial crisis may contribute to higher inflation, which could adversely affect our results of operations and financial condition. For example, certain operating costs and expenses, such as employee compensation and hotel operating expenses, may increase as a result of higher inflation. Measures to control the pace of economic growth may cause a decrease in the level of economic activity in China, which in turn could adversely affect our results of operations and financial condition. The PRC economy has been transitioning from a planned economy to a more market-oriented economy. Although the PRC government has implemented measures since the late 1970s emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the PRC government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies.

The PRC government also exercises significant control over China's economic growth through the allocation of resources, controlling payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. Certain measures adopted by the PRC government, such as changes of the People's Bank of China's statutory deposit reserve ratio and lending guideline imposed on commercial banks, may restrict loans to certain industries. These actions, as well as future actions and policies of the PRC government, could materially affect our liquidity and access to capital and our ability to operate our business.

Inflation in China may disrupt our business and have an adverse effect on our financial condition and results of operations.

The Chinese economy has experienced rapid expansion together with rising rates of inflation and increasing salary. The salary increase could potentially increase discretionary spending on travel, but general inflation may also erode disposable incomes and consumer spending. Furthermore, certain components of our operating costs, including personnel, food, laundry, consumables and property development and renovation costs, may increase as a result of an increase in the cost of materials and labor resulting from general inflation. However, we cannot guarantee that we can pass increased costs to customers through room rate increases. This could adversely impact our business, financial condition and results of operations.

Uncertainties with respect to the Chinese legal system could limit the legal protections available to us and our investors and have a material adverse effect on our business and results of operations.

The PRC legal system is a civil law system based on written statutes. Unlike in common law systems, prior court decisions may be cited for reference but have limited precedential value. Since the PRC legal system continues to rapidly evolve, the interpretations of many laws, regulations and rules are not always uniform and enforcement of these laws, regulations and rules involves uncertainties, which may limit legal protections available to us. For example, we may have to resort to administrative and court proceedings to enforce the legal protection that we enjoy either by law or contract. However, since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult than in more developed legal systems to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. These uncertainties may impede our ability to enforce the contracts we have entered into. In addition, such uncertainties, including the inability to enforce our contracts, could materially and adversely affect our business and operations. Accordingly, we cannot predict the effect of future developments in the PRC legal system, including the promulgation of new laws, changes to existing laws or the interpretation or enforcement thereof, or the preemption of local regulations by national laws. These uncertainties could limit the legal protections available to us and other foreign investors, including you. In addition, any litigation in China may be protracted and result in substantial costs and diversion of our resources and management attention.

Rapid urbanization and changes in zoning and urban planning in China may cause our leased hotels to be demolished, removed or otherwise affected and our franchise agreements to terminate.

China is undergoing a rapid urbanization process, and zoning requirements and other governmental mandates with respect to urban planning of a particular area may change from time to time. When there is a change in zoning requirements or other governmental mandates with respect to the areas where our hotels are located, the affected hotels may need to be demolished or removed. We have experienced such demolition and relocation in the past and we may encounter additional demolition and relocation cases in the future. For example, in 2015, we were obligated to demolish one leased hotel due to local government zoning requirements. As a result, we wrote off property and equipment of RMB2.3 million associated with this hotel and recognized a gain of RMB5.5 million, which is net of RMB5.7 million cash received and RMB2.1 million has been recorded as a receivable in other current assets as of December 31, 2015. In addition, as of December 31, 2015, we were notified by local government authorities that we may have to demolish two additional leased hotels due to local zoning requirements. Our franchise agreements typically provide that if the manachised or franchised hotels are demolished, the franchise agreements will terminate. In 2015, we were obligated to demolish three manachised hotels due to local government zoning requirements. We cannot assure you that similar demolitions, termination of franchise agreements or interruptions of our hotel operations due to zoning or other local regulations will not occur in the future. Any such further demolition and relocation could cause us to lose primary locations for our hotels and we may not be able to achieve comparable operation results following the relocations. While we may be reimbursed for such demolition and relocation, we cannot assure you that the reimbursement, as determined by the relevant government authorities, will be sufficient to cover our direct and indirect losses. Accordingly, our business, results of operations and financial condition could be adversely affected.

Governmental control of currency conversion may limit our ability to pay dividends in foreign currencies to our shareholders and therefore adversely affect the value of your investment.

The PRC government imposes controls on the convertibility of RMB into foreign currencies and, in certain cases, the remittance of currency out of China. See “Item 4. Information on the Company — B. Business Overview — Regulation — Regulations on Foreign Currency Exchange” for discussions of the principal regulations and rules governing foreign currency exchange in China. We receive substantially all of our revenues in RMB. For most capital account items, approval from appropriate government authorities is required where RMB is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of bank loans denominated in foreign currencies. The PRC government may also at its discretion restrict access in the future to foreign currencies for current account transactions. If the foreign exchange control system prevents us from obtaining sufficient foreign currency to satisfy our currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs, which would adversely affect the value of your investment.

Fluctuation in the value of the Renminbi may have a material adverse effect on your investment.

The value of the Renminbi against the U.S. dollar, Euro and other currencies is affected by, among other things, changes in China's political and economic conditions and China's foreign exchange policies.

Our revenues and costs are mostly denominated in the Renminbi, and a significant portion of our financial assets are also denominated in the Renminbi. We rely substantially on dividends paid to us by our operating subsidiaries in China. Any significant depreciation of the Renminbi against the U.S. dollar may have a material adverse effect on our revenues, and the value of, and any dividends payable on, our ADSs and ordinary shares. If we decide to convert our Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or for other business purposes, depreciation of the Renminbi against the U.S. dollar would reduce the U.S. dollar amount available to us. On the other hand, to the extent that we need to convert U.S. dollars into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we receive from the conversion. See "Item 11. Quantitative and Qualitative Disclosures about Market Risk — Foreign Exchange Risk" for discussions of our exposure to foreign currency risks. In summary, fluctuation in the value of the Renminbi in either direction could have a material adverse effect on the value of our company and the value of your investment.

Our failure to obtain the prior approval of the China Securities Regulatory Commission, or the CSRC, for our initial public offering and the listing and trading of our ADSs of the NASDAQ Global Select Market could have a material adverse effect on our business, operating results, reputation and trading price of our ADSs; recent regulations also establish more complex procedures for acquisitions conducted by foreign investors which could make it more difficult to pursue growth through acquisitions.

On August 8, 2006, six PRC regulatory agencies jointly adopted the *Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors*, or the New M&A Rule, which became effective on September 8, 2006 and amended on June 22, 2009. See "Item 4. Information on the Company — B. Business Overview — Regulation — Regulations on Overseas Listing." While the application of the New M&A Rule remains unclear, we believe, based on the advice of our PRC counsel, that CSRC approval is not required in the context of our initial public offering because we established our PRC subsidiaries by means of direct investment other than by merger or acquisition of domestic companies, and we started to operate our business in the PRC through foreign invested enterprises before September 8, 2006, the effective date of the New M&A Rule. However, we cannot assure you that the relevant PRC government agency, including the CSRC, would reach the same conclusion as our PRC counsel. If the CSRC or other PRC regulatory body subsequently determines that CSRC's approval was required for our initial public offering, we may face sanctions by the CSRC or other PRC regulatory agencies, which could have a material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs.

Certain recently enacted PRC laws and regulations, such as the New M&A Rule and the *Rules of Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors*, or the MOC Security Review Rule, which was promulgated by the MOC in August 2011 and became effective on September 1, 2011, also established additional procedures and requirements that could make mergers and acquisitions by foreign investors more time-consuming and complex.

The New M&A Rule requires, among other things, that the MOC be notified prior to any change-of-control transaction in which a foreign investor acquires control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the *Provisions on Thresholds for Prior Notification of Concentrations of Undertakings*, issued by the State Council on August 3, 2008, were triggered. The MOC Security Review Rule requires, among other things, that any acquisition by foreign investors of PRC companies engaging in military related or certain other industries that are crucial to national security be subject to security review before consummation of such acquisition.

In the future, we may grow our business in part by acquiring complementary businesses. Complying with the requirements of these regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval from the MOC, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident shareholders to personal liability and limit our ability to inject capital into our PRC subsidiaries, limit our PRC subsidiaries' ability to distribute profits to us, or otherwise adversely affect us.

On July 4, 2014, the State Administration of Foreign Exchange, or the SAFE, issued the *Notice on Issues Relating to the Administration of Foreign Exchange for Overseas Investment and Financing and Reverse Investment by Domestic Residents via Special Purpose Vehicles*, or Circular 37, which replaced the *Notice on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Corporate Financing and Roundtrip Investment Through Offshore Special Purpose Vehicles* issued by SAFE in October 2005, or Circular 75. Pursuant to Circular 37, any PRC residents, including both PRC institutions and individual residents, are required to register with the local SAFE branch before making contribution to a company set up or controlled by the PRC residents outside of the PRC for the purpose of overseas investment or financing with their legally owned domestic or offshore assets or interests, referred to in this circular as a "special purpose vehicle." See "Item 4. Information on the Company — B. Business Overview — Regulation — Regulations on Offshore Financing" for discussions of the registration requirements and the relevant penalties.

We attempt to comply, and attempt to ensure that our shareholders and beneficial owners of our shares who are subject to these rules comply, with the relevant requirements. We cannot provide any assurance that our shareholders and beneficial owners of our shares who are PRC residents have complied or will comply with the requirements imposed by Circular 37 or other related rules either. Any failure by any of our shareholders and beneficial owners of our shares who are PRC residents to comply with relevant requirements under this regulation could subject such shareholders, beneficial owners and us to fines or sanctions imposed by the PRC government, including limitations on our relevant subsidiary's ability to pay dividends or make distributions to us and our ability to increase our investment in China, or other penalties that may adversely affect our business operations.

We rely principally on dividends and other distributions on equity paid by our subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our subsidiaries to make payments to us could have a material adverse effect on our ability to conduct our business.

We are a holding company, and we rely principally on dividends from our subsidiaries in China for our cash requirements, including any debt we may incur. Current PRC regulations permit our subsidiaries to pay dividends to us only out of their accumulated profits, if any, determined in accordance with PRC accounting standards and regulations. In addition, each of our subsidiaries in China are required to set aside a certain amount of its after-tax profits each year, if any, to fund certain statutory reserves. These reserves are not distributable as cash dividends. As of December 31, 2015, a total of RMB209.8 million (US\$32.4 million) was not distributable in the form of dividends to us due to these PRC regulations. Furthermore, if our subsidiaries in China incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other payments to us. The inability of our subsidiaries to distribute dividends or other payments to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our businesses, pay dividends, or otherwise fund and conduct our business.

We may be subject to fines and legal sanctions imposed by SAFE or other Chinese government authorities and our ability to further grant shares or share options to, and to adopt additional share incentive plans for, our directors and employees may be restricted if we or the participants of our share incentive plans fail to comply with PRC regulations relating to employee shares or share options granted by offshore special purpose companies or offshore listed companies to PRC participants.

In February 2012, the SAFE issued the *Notice on Relevant Issues Concerning Foreign Exchange Control on Domestic Individuals Participating in the Stock Incentive Plan of An Overseas Listed Company*, or Circular 7, which requires PRC individual participants of stock incentive plans to register with the SAFE and to comply with a series of other requirements. See "Item 4. Information on the Company — B. Business Overview — Regulation — Regulations on Foreign Currency Exchange." We are an offshore listed company and as a result we and the participants of our share incentive plans who are PRC citizens or foreigners having lived within the territory of the PRC successively for at least one year, or, collectively, the PRC participants, are subject to Circular 7. While we completed the foreign exchange registration procedures and complied with other requirements according to Circular 7 in June 2012, we cannot provide any assurance that we or the PRC individual participants of our share incentive plans have complied or will comply with the requirements imposed by Circular 7. If we or the PRC participants of our share incentive plans fail to comply with Circular 7, we or the PRC participants of our share incentive plans may be subject to fines or other legal sanctions imposed by SAFE or other PRC government authorities and our ability to further grant shares or share options under our share incentive plans to, and to adopt additional share incentive plans for, our directors and employees may be restricted. Such events could adversely affect our business operations.

It is unclear whether we will be considered as a PRC “resident enterprise” under the EIT law, and depending on the determination of our PRC “resident enterprise” status, dividends paid to us by our PRC subsidiaries may be subject to PRC withholding tax, we may be subject to 25% PRC income tax on our worldwide income, and holders of our ADSs or ordinary shares may be subject to PRC withholding tax on dividends paid by us and gains realized on their transfer of our ADSs or ordinary shares.

In 2007, the PRC National People’s Congress passed the *Enterprise Income Tax Law*, and the PRC State Council subsequently issued the *Implementation Regulations of the Enterprise Income Tax Law*. The Enterprise Income Tax Law and its Implementation Regulations, or the EIT Law, provides that enterprises established outside of China whose “*de facto* management bodies” are located in China are considered “resident enterprises.” Currently, there are no detailed rules or precedents governing the procedures and specific criteria for determining “*de facto* management body” and it is still unclear if the PRC tax authorities would determine that we should be classified as a PRC “resident enterprise.”

Under the EIT Law, dividends paid to us by our subsidiaries in China may be subject to a 10% withholding tax if we are considered a “non-resident enterprise.” If we are treated as a PRC “resident enterprise,” we will be subject to PRC income tax on our worldwide income at the 25% uniform tax rate, which could have an impact on our effective tax rate and an adverse effect on our net income and results of operations, although dividends distributed from our PRC subsidiaries to us could be exempt from the PRC dividend withholding tax, since such income is exempted under the EIT Law to a PRC resident recipient. If we are required under the EIT Law to pay income tax on any dividends we receive from our subsidiaries, our income tax expenses will increase and the amount of dividends, if any, we may pay to our shareholders and ADS holders may be materially and adversely affected. In addition, dividends we pay with respect to our ADSs or ordinary shares and the gains realized from the transfer of our ADSs or ordinary shares may be considered as income derived from sources within the PRC and be subject to PRC withholding tax. See “Item 10. Additional Information — E. Taxation — PRC Taxation.”

We face uncertainty from the PRC value-added tax reform, which may result in unfavorable tax consequences to us.

On March 23, 2016, the Ministry of Finance of China and the State Administration of Taxation of China jointly issued *the Circular on the Nationwide Implementation of Pilot Program for the Collection of Value Added-Tax Instead of Business Tax*, or Circular 36, which will become effective on May 1, 2016. Subsequent to the effectiveness of Circular 36, most of our business will be subject to value-added tax, or VAT, at a rate of 6% and we would be permitted to offset input VAT by providing valid VAT invoices received from vendors against our VAT liability. As the interpretation and implementation of Circular 36 are still evolving, there remains substantial uncertainty as to its potential impact on our business and results of operations.

The audit report included in this annual report was prepared by auditors who are not inspected by the Public Company Accounting Oversight Board and, as such, you are deprived of the benefits of such inspection.

Our independent registered public accounting firm that issues the audit reports included in our annual reports filed with the SEC, as auditors of companies that are traded publicly in the United States and a firm registered with the United States Public Company Accounting Oversight Board, or the PCAOB, is required by the laws of the United States to undergo regular inspections by the PCAOB to assess its compliance with the laws and professional standards of the United States. Because our auditors are located in the PRC, a jurisdiction where the PCAOB is currently unable to conduct inspections without the approval of the Chinese authorities, our auditors are not currently inspected by the PCAOB.

Inspections of other firms that the PCAOB has conducted outside China have identified deficiencies in those firms’ audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. The lack of PCAOB inspections in China prevents the PCAOB from regularly evaluating our auditor’s audits and its quality control procedures. As a result, investors may be deprived of the benefits of PCAOB inspections.

The inability of the PCAOB to conduct inspections of auditors in China makes it more difficult to evaluate the effectiveness of our auditor's audit procedures and quality control procedures as compared to auditors outside of China that are subject to PCAOB inspections. As a result, investors may lose confidence in our reported financial information and procedures and the quality of our financial statements.

If additional remedial measures are imposed on the Big Four PRC-based accounting firms, including our independent registered public accounting firm, in administrative proceedings brought by the SEC alleging the firms' failure to meet specific criteria set by the SEC, with respect to requests for the production of documents, we could be unable to timely file future financial statements in compliance with the requirements of the Securities Exchange Act of 1934.

Starting in 2011, the Chinese affiliates of the "big four" accounting firms, (including our independent registered public accounting firm) were affected by a conflict between US law and Chinese law. Specifically, for certain US listed companies operating and audited in mainland China, the SEC and the PCAOB sought to obtain from the Chinese firms access to their audit work papers and related documents. The firms were, however, advised and directed that under Chinese law they could not respond directly to the US regulators on those requests, and that requests by foreign regulators for access to such papers in China had to be channeled through the CSRC.

In late 2012 this impasse led the SEC to commence administrative proceedings under Rule 102(e) of its Rules of Practice and also under the Sarbanes-Oxley Act of 2002 against the Chinese accounting firms, (including our independent registered public accounting firm). A first instance trial of the proceedings in July 2013 in the SEC's internal administrative court resulted in an adverse judgment against the firms. The administrative law judge proposed penalties on the firms including a temporary suspension of their right to practice before the SEC, although that proposed penalty did not take effect pending review by the Commissioners of the SEC. On February 6, 2015, before a review by the Commissioner had taken place, the firms reached a settlement with the SEC. Under the settlement, the SEC accepts that future requests by the SEC for the production of documents will normally be made to the CSRC. The firms will receive matching Section 106 requests, and are required to abide by a detailed set of procedures with respect to such requests, which in substance require them to facilitate production via the CSRC. If they fail to meet specified criteria, the SEC retains authority to impose a variety of additional remedial measures on the firms depending on the nature of the failure. Remedies for any future noncompliance could include, as appropriate, an automatic six-month bar on a single firm's performance of certain audit work, commencement of a new proceeding against a firm, or in extreme cases the resumption of the current proceeding against all four firms.

In the event that the SEC restarts the administrative proceedings, depending upon the final outcome, listed companies in the United States with major PRC operations may find it difficult or impossible to retain auditors in respect of their operations in the PRC, which could result in financial statements being determined to not be in compliance with the requirements of the Exchange Act, including possible delisting. Moreover, any negative news about any such future proceedings against these audit firms may cause investor uncertainty regarding China-based, United States-listed companies and the market price of our ADSs may be adversely affected.

If our independent registered public accounting firm were denied, even temporarily, the ability to practice before the SEC and we were unable to timely find another registered public accounting firm to audit and issue an opinion on our financial statements, our financial statements could be determined not to be in compliance with the requirements of the Securities Exchange Act of 1934, as amended. Such a determination could ultimately lead to the delisting of our ordinary shares from the Nasdaq Global Market or deregistration from the SEC, or both, which would substantially reduce or effectively terminate the trading of our ADSs in the United States.

Risks Relating to Our ADSs and Our Trading Market

The market price for our ADSs has been and may continue to be volatile.

The market price for our ADSs has been volatile and has ranged from a low of US\$15.35 to a high of US\$33.00 on the NASDAQ Global Select Market in 2015. The market price is subject to wide fluctuations in response to various factors, including the following:

- actual or anticipated fluctuations in our quarterly operating results;
- changes in financial estimates by securities research analysts;
- conditions in the travel and lodging industries;
- changes in the economic performance or market valuations of other lodging companies;
- announcements by us or our competitors of new products, acquisitions, strategic partnerships, joint ventures or capital commitments;
- addition or departure of key personnel;
- fluctuations of exchange rates between the RMB and U.S. dollar or other foreign currencies;
- potential litigation or administrative investigations;
- release of lock-up or other transfer restrictions on our outstanding ADSs or ordinary shares or sales of additional ADSs; and
- general economic or political conditions in China.

In addition, the market prices for companies with operations in China in particular have experienced volatility that might have been unrelated to the operating performance of such companies. The securities of some China-based companies that have listed their securities in the United States have experienced significant volatility since their initial public offerings, including, in some cases, substantial declines in the market prices of their securities. The performance of the securities of these China-based companies after their offerings may affect the attitudes of investors toward Chinese companies listed in the United States, which consequently may impact the performance of our ADSs, regardless of our actual operating performance. In addition, any negative news or perceptions about inadequate corporate governance practices or fraudulent accounting, corporate structure or other matters of other China-based companies may also negatively affect the attitudes of investors towards China-based companies in general, including us, regardless of whether we have engaged in any inappropriate activities.

The global financial crisis and the ensuing economic recessions in many countries have contributed and may continue to contribute to extreme volatility in the global stock markets, such as the large declines in share prices in the United States, China and other jurisdictions at various times since 2008. These broad market and industry fluctuations may adversely affect the price of our ADSs, regardless of our operating performance.

We may need additional capital, and the sale of additional ADSs or other equity securities could result in additional dilution to our shareholders and the incurrence of additional indebtedness could increase our debt service obligations.

We believe that our current cash and cash equivalents, anticipated cash flow from operations and the proceeds from our past capital markets fundraising activities, and from undrawn bank credit facilities available to us will be sufficient to meet our anticipated cash needs for at least the next 12 months. We may, however, require additional cash resources due to changed business conditions, strategic acquisitions or other future developments, including expansion through leased hotels and any investments or acquisitions we may decide to pursue. If these resources are insufficient to satisfy our cash requirements, we may seek to sell additional equity or debt securities or obtain a credit facility. The sale of additional equity and equity-linked securities could result in additional dilution to our shareholders. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

Future sales or issuances, or perceived future sales or issuances, of substantial amounts of our ordinary shares or ADSs could adversely affect the price of our ADSs.

If our existing shareholders sell, or are perceived as intending to sell, substantial amounts of our ordinary shares or ADSs, including those issued upon the exercise of our outstanding stock options, the market price of our ADSs could fall. Such sales, or perceived potential sales, by our existing shareholders might make it more difficult for us to issue new equity or equity-related securities in the future at a time and place we deem appropriate. Shares held by our existing shareholders may be sold in the public market in the future subject to the restrictions contained in Rule 144 and Rule 701 under the Securities Act and the applicable lock-up agreements. If any existing shareholder or shareholders sell a substantial amount of ordinary shares after the expiration of the lock-up period, the prevailing market price for our ADSs could be adversely affected.

In addition, certain of our shareholders or their transferees and assignees will have the right to cause us to register the sale of their shares under the Securities Act upon the occurrence of certain circumstances. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the public market could cause the price of our ADSs to decline.

As our founder and co-founders collectively hold a controlling interest in us, they have significant influence over our management and their interests may not be aligned with our interests or the interests of our other shareholders.

As of March 31, 2016, our founder, Mr. Qi Ji, who is also our executive chairman, and our co-founders, Ms. Tong Tong Zhao and Mr. John Jiong Wu, in total beneficially own approximately 40.8% of our outstanding ordinary shares on an as-converted basis. See “Item 7. Major Shareholders.” The interests of these shareholders may conflict with the interests of our other shareholders. Our founder and co-founders have significant influence over us, including on matters relating to mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. This concentration of ownership may discourage, delay or prevent a change in control of us, which could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of us or of our assets and might reduce the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders, including holders of our ADSs.

ADS holders may not have the same voting rights as the holders of our ordinary shares and may not receive voting materials in time to be able to exercise their right to vote.

Except as described in the deposit agreement, holders of our ADSs may not be able to exercise voting rights attaching to the shares evidenced by our ADSs on an individual basis. Holders of our ADSs appoint the depository or its nominee as their representative to exercise the voting rights attaching to the shares represented by the ADSs. ADS holders may not receive voting materials in time to instruct the depository to vote, and it is possible that they may not have the opportunity to exercise a right to vote.

ADS holders may not be able to participate in rights offerings and may experience dilution of his, her or its holdings as a result.

We may from time to time distribute rights to our shareholders, including rights to acquire our securities. Under the deposit agreement for the ADSs, the depository will not offer those rights to ADS holders unless both the rights and the underlying securities to be distributed to ADS holders are either registered under the Securities Act, or exempt from registration under the Securities Act with respect to all holders of ADSs. We are under no obligation to file a registration statement with respect to any such rights or underlying securities or to endeavor to cause such a registration statement to be declared effective. In addition, we may not be able to take advantage of any exemptions from registration under the Securities Act. Accordingly, holders of our ADSs may be unable to participate in our rights offerings and may experience dilution in their holdings as a result.

ADS holders may be subject to limitations on transfer of their ADSs.

Our ADSs are transferable on the books of the depository. However, the depository may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depository may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depository are closed, or at any time if we or the depository deem it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

As a foreign private issuer, we are permitted to, and we will, rely on exemptions from certain NASDAQ corporate governance standards applicable to U.S. issuers, including the requirement regarding the implementation of a nominations committee. This may afford less protection to holders of our ordinary shares and ADSs.

The NASDAQ Marketplace Rules in general require listed companies to have, among other things, a nominations committee consisting solely of independent directors. As a foreign private issuer, we are permitted to, and we will, follow home country corporate governance practices instead of certain requirements of the NASDAQ Marketplace Rules, including, among others, the implementation of a nominations committee. The corporate governance practice in our home country, the Cayman Islands, does not require the implementation of a nominations committee. We currently intend to rely upon the relevant home country exemption in lieu of the nominations committee. As a result, the level of independent oversight over management of our company may afford less protection to holders of our ordinary shares and ADSs.

Our articles of association contain anti-takeover provisions that could have a material adverse effect on the rights of holders of our ordinary shares and ADSs.

Our amended and restated articles of association contain provisions limiting the ability of others to acquire control of our company or cause us to enter into change-of-control transactions. These provisions could have the effect of depriving our shareholders of opportunities to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction.

For example, our board of directors has the authority, without further action by our shareholders, to issue preferred shares in one or more series and to fix their designations, powers, preferences, privileges, and relative participating, optional or special rights and the qualifications, limitations or restrictions, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our ordinary shares, in the form of ADSs or otherwise. Preferred shares could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. If our board of directors decides to issue preferred shares, the price of our ADSs may decline and the voting and other rights of the holders of our ordinary shares and ADSs may be materially and adversely affected.

You may face difficulties in protecting your interests, and your ability to protect your rights through the U.S. federal courts may be limited, because we are incorporated under Cayman Islands law, conduct substantially all of our operations in China and the majority of our officers reside outside the United States.

We are incorporated in the Cayman Islands, and conduct substantially all of our operations in China through our subsidiaries in China. Most of our officers reside outside the United States and some or all of the assets of those persons are located outside of the United States. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the Cayman Islands or in China in the event that you believe that your rights have been infringed under the securities laws or otherwise. Even if you are successful in bringing an action of this kind outside the Cayman Islands or China, the laws of the Cayman Islands and of China may render you unable to effect service of process upon, or to enforce a judgment against our assets or the assets of our directors and officers. There is no statutory recognition in the Cayman Islands of judgments obtained in the United States, although the courts of the Cayman Islands will generally recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits. A judgment of a court of another jurisdiction may be reciprocally recognized or enforced if the jurisdiction has a treaty with China or if judgments of the PRC courts have been recognized before in that jurisdiction, subject to the satisfaction of other requirements. However, China does not have treaties providing for the reciprocal enforcement of judgments of courts with Japan, the United Kingdom, the United States and most other Western countries.

Our corporate affairs are governed by our memorandum and articles of association and by the Companies Law (2013 Revision) and the common law of the Cayman Islands. The rights of shareholders to take legal action against our directors and us, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the Cayman Islands has a less developed body of securities laws as compared to the United States, and provides significantly less protection to investors. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action before the federal courts of the United States.

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests through actions against our management, directors or major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States.

ITEM 4. INFORMATION ON THE COMPANY

4.A. History and Development of the Company

Powerhill was incorporated in accordance with the laws of the British Virgin Islands in December 2003, and commenced operation with mid-scale limited service hotels and commercial property development and management in 2005. Limited service hotels do not contain restaurants and all amenities are provided by the staff at the front desk or housekeeping. Powerhill conducted its operations through three wholly owned subsidiaries in the PRC, namely Shanghai HanTing Hotel Management Group, Ltd., or Shanghai HanTing, HanTing Xingkong (Shanghai) Hotel Management Co., Ltd., or HanTing Xingkong, and Lishan Property (Suzhou) Co., Ltd., or Suzhou Property. In August 2006, Suzhou Property transferred its equity interests in three leased hotels to Shanghai HanTing in exchange for Shanghai HanTing's equity interest in Shanghai Shuyu Co., Ltd., which was primarily engaged in the business of sub-leasing and managing real estate properties in technology parks.

China Lodging Group, Limited, or China Lodging, was incorporated in the Cayman Islands in January 2007. In February 2007, Powerhill transferred all of its ownership interests in HanTing Xingkong and Shanghai HanTing to China Lodging in exchange for preferred shares of China Lodging. After such exchange, each of HanTing Xingkong and Shanghai HanTing became a wholly owned subsidiary of China Lodging. In addition, in February 2007, Powerhill and its subsidiary, Suzhou Property, were spun off in the form of a dividend distribution to the shareholders.

In 2007, China Lodging began our current business of operating and managing a multi-brand hotel group. In 2007, we first launched our economy hotel product, *HanTing Express Hotel*, which was subsequently rebranded as *HanTing Hotel*, targeting knowledge workers and value- and quality-conscious travelers. In the same year, we introduced our mid-scale limited service hotel product, *HanTing Hotel*, which was subsequently rebranded first as *HanTing Seasons Hotel* and then as *Ji Hotel*. In 2008, we launched our budget hotel product, *HanTing Hi Inn*, which was subsequently rebranded as *Hi Inn*. In April 2007, China Lodging acquired Yiju (Shanghai) Hotel Management Co., Ltd. from Crystal Water Investment Holdings Limited, a British Virgin Islands company wholly owned by Mr. John Jiong Wu, a co-founder of our company. In January 2008, China Lodging incorporated HanTing (Tianjin) Investment Consulting Co., Ltd. in China and in October 2008, established China Lodging Holdings (HK) Limited, or China Lodging HK, in Hong Kong, under which HanTing Technology (Suzhou) Co., Ltd. was subsequently established in China in December 2008.

In March 2010, we completed our initial public offering. We issued and sold 10,350,000 ADSs, representing 41,400,000 of our ordinary shares at a public offering price of US\$12.25 per ADS. Our ADSs have been listed on the NASDAQ Global Select Market since March 26, 2010. Our ordinary shares are not listed or publicly traded on any trading markets.

In May 2012, we acquired a 51% equity interest in Starway HK, a mid-scale hotel chain and increased our hotel brands to four brands. In December 2013, we acquired the remaining 49% equity interest of Starway HK from C-Travel. In addition, we launched Manxin Hotels & Resorts in October 2013, Joya Hotel, a new hotel brand targeting the upscale market, in December 2013, and Elan Hotel, a new economy hotel brand targeting business travelers, young customers and urban tourists, in September 2014. In November 2012, we changed the Chinese trade name of our Company from “HanTing Hotel Group” to “HuaZhu Hotel Group”.

In late 2014, we established Chengjia Hotel Management Co., Ltd. (“Chengjia”) in Shanghai, which started operation in the second quarter of 2015. Since then, it has maintained a professional apartment service management team and provided apartment rental service that covers leases for a term from one month up to twelve months.

In December 2014, we entered into agreements with Accor to join forces in the Pan-China region to develop Accor brand hotels and to form an extensive and long-term alliance with Accor. The transactions with Accor were substantially completed in January 2016. Pursuant to the amended and restated master purchase agreement with Accor, we acquired from Accor (i) all of the issued and outstanding shares of certain wholly-owned subsidiaries of Accor engaged in the business of owning, leasing, franchising, operating and managing hotels under Accor brands in the midscale and economy market in the PRC, Taiwan and Mongolia, and (ii) 29.3% (subject to agreed adjustments) of the issued and outstanding shares of AAPC Hotel Management Limited, a Hong Kong subsidiary of Accor that engages in the business of owning, leasing, franchising, operating and managing hotels under Accor brands (x) in the luxury and upscale market in Hong Kong, Macau, Taiwan, the PRC and Mongolia, and (y) in the midscale and economy market in Hong Kong and Macau and, pursuant to certain arrangements for specified brands, the PRC, Mongolia and Taiwan. Pursuant to the amended and restated securities purchase agreement, we issued 24,895,543 ordinary shares to Accor, which represented 9.0% of our ordinary shares outstanding after issuance, and granted to Accor a right to nominate one director to our board of directors.

In connection with the amended and restated master purchase agreement and the amended and restated securities purchase agreement, we and Accor also entered into a number of additional agreements, including, among others: (i) a master brand agreement and brand franchise agreements, pursuant to which Accor granted to us exclusive franchise rights in respect of “Mercure”, “Ibis” and “Ibis Styles” in the PRC, Taiwan and Mongolia, and non-exclusive franchise rights in respect of “Grand Mercure” and “Novotel” in the PRC, Taiwan and Mongolia (AAPC Hotel Management Limited being the only other entity with non-exclusive franchise rights in respect of “Grand Mercure” and “Novotel” in the same territories); all hotels under these brands will continue to be managed under Accor’s brand standards and have all benefits of Accor’s international distribution and loyalty platforms, and will also participate in our loyalty and distribution platforms and benefit from our on-the-ground support; (ii) a shareholders’ agreement in relation to the governance of AAPC Hotel Management Limited and our rights and obligations as shareholder of the company; (iii) a registration rights agreement in favor of Accor in respect of our ordinary shares that it acquired under the amended and restated securities purchase agreement; (iv) an amended and restated non-competition agreement that sets out certain business restrictions on us and Accor, and imposes certain lockup and standstill restrictions on Accor with respect to our equity securities; and (v) a deed of voting and ROFR, pursuant to which, among other things, (x) Accor has a right of first refusal in respect of transfers of our securities by Qi Ji or his affiliates, and (y) we and Qi Ji agreed to procure the appointment of a nominee of Accor to our board of directors (for so long as Accor and its affiliates own our ordinary shares or ADSs representing at least 8% of a pro forma number of our outstanding share capital, and subject to certain termination events described in the deed of voting and ROFR); and our articles of association were also amended and restated effective as of January 25, 2016 to give effect to Accor’s rights as described in the foregoing.

In the second half of 2015, we made strategic investment in Shanghai Yuchuang Investment Management Co., Ltd. (“LiYEAH Commune”), whose business model is to provide shared workspace, community and services for entrepreneurs, freelancers, startups and small businesses. LiYEAH Commune started operation in December 2015 and is currently providing flexible office rental services to end users through the platform operated by LiYEAH Commune.

Our principal executive offices are located at No. 2266 Hongqiao Road, Changning District, Shanghai 200336, People’s Republic of China. Our telephone number at this address is +86 (21) 6195-2011. Our registered office in the Cayman Islands is located at the offices of Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands. Our agent for service of process in the United States is CT Corporation System, located at 111 Eighth Avenue, 13th Floor, New York, New York 10011.

Investors should contact us for any inquiries through the address and telephone number of our principal executive offices. Our website is <http://www.huazhu.com>. The information contained on our website is not a part of this annual report.

4.B. Business Overview

We are a leading and fast-growing multi-brand hotel group in China with leased, manachised and franchised models. Under the lease model, we directly operate hotels typically located on leased properties. Under the manachise model, we manage manachised hotels through the on-site hotel managers we appoint and collect fees from franchisees. Under the franchise model, we provide training, reservation and support services to the franchised hotels and collect fees from franchisees but do not appoint on-site hotel managers. We apply a consistent standard and platform across all of our hotels. As of December 31, 2015, we had 616 leased hotels, 2,067 manachised hotels and 80 franchised hotels in operation and 21 leased hotels and 656 manachised and franchised hotels under development.

As of the date of this annual report, we offer seven hotel brands that are designed to target distinct segments of customers:

- *Joya Hotel* , our upscale brand concept targeting affluent travelers and corporate events. Joya hotels are typically located in central business districts;
- *Manxin Hotels & Resorts*, our mid-to-upscale brand concept targeting leisure travelers, families and small-scale corporate events. Manxin Hotels & Resorts targets popular vacation destinations;
- *JI Hotel* , our standardized mid-scale limited service hotel product which targets mature and experienced travelers who seek a quality experience in hotel stays, previously marketed first under the name of HanTing Hotel and then HanTing Seasons Hotel;
- *Starway Hotel* , our mid-scale limited service hotel product with variety in design and consistency in quality which targets middle class travelers who seek a spacious room, reasonable price and guaranteed quality;
- *Elan Hotel*, our economy hotel product which targets business travelers, young customers and urban tourists. Elan Hotel is committed to provide a unique business and travel life experience for its guests;
- *HanTing Hotel* , our economy hotel product which targets knowledge workers and value- and quality-conscious travelers, originally marketed under the name of HanTing Express Hotel; and
- *Hi Inn* , our budget hotel product which targets practical and price-conscious travelers, originally marketed under the name of HanTing Hi Inn.

In addition to the seven hotel brands owned by us, we entered into brand franchise agreements with Accor and enjoyed exclusive franchise rights in respect of “Mercure”, “Ibis” and “Ibis Styles” in the PRC, Taiwan and Mongolia and non-exclusive franchise rights in respect of “Grand Mercure” and “Novotel” in the PRC, Taiwan and Mongolia. As a result of our customer-oriented approach, we believe that we have developed strong brand recognition and a loyal customer base. In 2015, more than 80% of our room nights were sold to individual and corporate members of HuaZhu Club, our loyalty program.

Our operations commenced with mid-scale limited service hotels and commercial property development and management in 2005. We began our current business of operating and managing a multi-brand hotel group in 2007. Our total revenues grew from RMB4,420.8 million in 2013 to RMB6,110.9 million (US\$943.4 million) in 2015. We had net income attributable to our company of RMB279.9 million, RMB307.3 million and RMB436.6 million (US\$67.4 million) in 2013, 2014 and 2015, respectively. We had net cash provided by operating activities of RMB1,070.2 million, RMB1,454.0 million and RMB1,749.7 million (US\$270.1 million) in 2013, 2014 and 2015, respectively.

We have received many awards for our business performance, including the “Best Hotel Management Groups of China” award at the 2015 Asia Hotel Forum Annual Meeting and the tenth China Hotel Starlight Awards in 2015, the “2015 China’s Best Local Emerging Hotel Brand” award for our Joya Hotel and the “2015 The Most Popular Newly-opened Business Hotel in Northeast China” award for our Joya Hotel Dalian at the Twelfth Goldent-Pillow Award of China Hotels in 2015, the “Top 100 Employers” certified by 61HR.COM in 2015, the “2015 Best Practice of Public Interest Award” at the Fifth China Charity Festival in 2015, the “Top 60 China’s Hotel Group in 2013” award from *China Tourist Hotels Association* in 2014, the “Industry’s Most Influential Brand” award from the Third China Finance Summit in 2014, the “China’s Outstanding Mid-Scale Hotel brand of 2013” award for our JI Hotel from *Hotel Modernization* magazine in 2013, the “Chinese Hotel Industry’s Influential Brand” award from China Brand Leaders Alliance, the “Hotel Chain Brand with the Most Value of Investment and Development in 2013” and the “Hotel Chain Brand with the Highest Consumer Satisfaction in 2013” awards from *the Global Times* , the “Top One Enterprise in the Sixth High Growth Enterprises Selection” organized by *the Entrepreneur* Magazine in 2013, the “Brand with the Most Space to Grow” award from Shanghai Morning Post in 2012, the “Best Budget Hotel” award from China Tourism Gold List by Traveler magazine in 2011, the “Best Economy Hotel Brand of China” award at the sixth China Hotel Starlight Awards in 2011, and the “Most Competitive Franchisor Brand in China in 2011 Award” from the Twelfth China Commercial Real Estate Investment Promotion Conference in 2011.

Our Hotel Network

As of December 31, 2015, we operated 2,763 hotels in China. We have adopted a disciplined return-driven development model aimed at achieving high growth and profitability. As of December 31, 2015, our hotel network covers 352 cities in 31 provinces and municipalities across China. As of December 31, 2015, we had an additional 677 leased, manachised and franchised hotels under development.

The following table sets forth a summary of all of our hotels as of December 31, 2015.

	Leased Hotels	Manachised Hotels	Franchised Hotels	Leased Hotels Under Development ⁽¹⁾	Manachised and Franchised Hotels Under Development ⁽¹⁾
Shanghai, Beijing, Guangzhou, Shenzhen and Hangzhou	185	554	24	4	168
Other cities	431	1,513	56	17	488
Total	616	2,067	80	21	656

(1) Include hotels for which we have entered into binding leases or franchise agreements but that have not yet commenced operations. The inactive projects are excluded from this list according to management judgment.

The following table sets forth the status of our hotels under development as of December 31, 2015.

	Pre-conversion Period ⁽¹⁾	Conversion Period ⁽²⁾	Total
Leased hotels	4	17	21
Manachised and Franchised hotels	316	340	656
Total	320	357	677

(1) Includes hotels for which we have entered into binding leases or franchise agreements but of which the property has not been delivered by the respective lessors or property owners, as the case may be. The inactive projects are excluded from this list according to management judgment.

(2) Includes hotels for which we have commenced conversion activities but that have not yet commenced operations. The inactive projects are excluded from this list according to management judgment.

Among 21 leased hotels under development as of December 31, 2015, we had 4 leased hotels during pre-conversion period, for which we have entered into binding leases but of which the property has not been delivered by the respective lessors, and had 17 leased hotels during conversion period, for which we have commenced conversion activities but that have not yet commenced operations. The anticipated completion dates for these leased hotels during conversion period range from February of 2016 to July of 2016. Total budgeted development costs for these leased hotels during conversion period, which primarily include construction costs for leasehold improvement and the furniture and equipment for hotel operation, were RMB70.2 million (US\$10.8 million), of which RMB32.7 million (US\$5.0 million) was incurred as of December 31, 2015. The average development costs per square meter for completed leased hotels in 2015 were RMB1,828 (US\$282). The franchisees are responsible for development costs for our manachised hotels and franchised hotels.

Leased hotels

As of December 31, 2015, we had 616 leased hotels, accounting for approximately 22.3% of our hotels in operation. We manage and operate each aspect of these hotels and bear all of the accompanying expenses. We are responsible for recruiting, training and supervising the hotel managers and employees, paying for leases and costs associated with construction and renovation of these hotels, and purchasing all supplies and other required equipment.

Our leased hotels are located on leased properties. The terms of our leases typically range from ten to 20 years. We generally enjoy an initial two- to six-month rent-free period. We generally pay fixed rent on a quarterly or biannual basis for the first three to five years of the lease term, after which we are generally subject to a 3% to 5% increase every three to five years. Our leases usually allow for extensions by mutual agreement. In addition, our lessors are typically required to notify us in advance if they intend to sell or dispose of their properties, in which case we have a right of first refusal to purchase the properties on equivalent terms and conditions. 16 of our leases expired in 2015 and six were renewed prior to their expiration and ten hotel closed. As of December 31, 2015, 14 of our leases were expected to expire in 2016. Three of these 14 leases have terminated and the rest of these 14 leases are subject to negotiation as of the date of this annual report.

The following table sets forth the number of our leases for hotels in operation and under development due to expire in the periods indicated as of December 31, 2015.

	Number of Leases
2016	14
2017	23
2018	22
2019	29
2020	45
2021-2023	173
2024-2026	164
2027 and onward	167
Total	637

Manachised hotels

As of December 31, 2015, we had 2,067 manachised hotels, accounting for approximately 74.8% of our hotels in operation. The franchisees of our manachised hotels either lease or own their hotel properties and are required to invest in the renovation of their properties according to our product standards. We manage our manachised hotels and impose the same standards on all manachised hotels to ensure product quality and consistency across our hotel network. We appoint and train hotel managers who are responsible for hiring hotel staff and managing daily operation. We also provide our franchisees with services such as central reservation, sales and marketing support, quality assurance inspections and other operational support and information. Our franchisees are responsible for the costs of developing and operating the hotels, including renovating the hotels to our standards, and all of the operating expenses. We believe the manachise model has enabled us to quickly and effectively expand our geographical coverage and market share in a less capital-intensive manner through leveraging the local knowledge and relationships of our franchisees.

We collect fees from the franchisees of our manachised hotels and do not bear any loss or share any profit incurred or realized by our franchisees. They are also responsible for all costs and expenses related to hotel construction and refurbishing. Our franchise and management agreements for our manachised hotels typically run for an initial term of eight to ten years.

Our franchisees are generally required to pay us a one-time franchise fee typically ranging between RMB80,000 and RMB300,000. In general, we charge a monthly franchise fee of approximately 5% of the gross revenues generated by each manachised hotel. We also collect from franchisees a reservation fee for using our central reservation system and a membership registration fee to service customers who join our HuaZhu Club loyalty program at the manachised hotels. Furthermore, we employ, appoint and train hotel managers for our manachised hotels and charge the franchisees a monthly fee for services we provide.

Franchised hotels

As of December 31, 2015, we had 80 franchised hotels, accounting for approximately 2.9% of our hotels in operation. We collect fees from the franchisees of our franchised hotels and do not bear any loss or share any profit incurred or realized by our franchisees. Services we provide to our franchised hotels generally include training, central reservation, sales and marketing support, quality assurance inspections and other operational support and information. We do not appoint hotel managers for our franchised hotels.

Our hotel chain has grown rapidly since we began migrating to our current business of operating and managing a multi-brand hotel group in 2007. The following table sets forth the number of hotels we operated as of the dates indicated.

	As of December 31,									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Leased hotels	24	62	145	173	243	344	465	565	611	616
Manachised hotels	2	5	22	63	195	295	516	835	1,376	2,067
Franchised hotels	—	—	—	—	—	—	54	25	8	80
Total	<u>26</u>	<u>67</u>	<u>167</u>	<u>236</u>	<u>438</u>	<u>639</u>	<u>1,035</u>	<u>1,425</u>	<u>1,995</u>	<u>2,763</u>

Our Products

We began our current business of operating and managing a multi-brand hotel group in 2007. As of the date of this annual report, we offer seven hotel brands that are designed to target distinct segments of customers:

- *Joya Hotel*, our upscale brand concept targeting affluent travelers and corporate events. Joya hotels are typically located in central business districts;
- *Manxin Hotels & Resorts*, our mid-to-upscale brand concept targeting leisure travelers, families and small-scale corporate events. Manxin Hotels & Resorts targets popular vacation destinations;
- *JI Hotel*, our standardized mid-scale limited service hotel product which targets mature and experienced travelers who seek a quality experience in hotel stays, previously marketed first under the name of HanTing Hotel and then HanTing Seasons Hotel;
- *Starway Hotel*, our mid-scale limited service hotel product with variety in design and consistency in quality which targets middle class travelers who seek a spacious room, reasonable price and guaranteed quality;
- *Elan Hotel*, our economy hotel product which targets business travelers, young customers and urban tourists. Elan Hotel is committed to provide a unique business and travel life experience for its guests;
- *HanTing Hotel*, our economy hotel product which targets knowledge workers and value- and quality-conscious travelers, originally marketed under the name of HanTing Express Hotel; and
- *Hi Inn*, our budget hotel product which targets practical and price-conscious travelers, originally marketed under the name of HanTing Hi Inn.

In addition to the seven hotel brands owned by us, we entered into brand franchise agreements with Accor and enjoyed exclusive franchise rights in respect of “Mercure”, “Ibis” and “Ibis Styles” in the PRC, Taiwan and Mongolia and non-exclusive franchise rights in respect of “Grand Mercure” and “Novotel” in the PRC, Taiwan and Mongolia. We believe that our multi-brand strategy provides us with a competitive advantage by (i) enabling us to open a larger number of hotels in attractive markets, (ii) capturing a greater share of the spending of customers whose lodging needs may change from occasion to occasion or evolve over time, and (iii) providing us a greater benefit of economy of scale through shared platforms.

Joya Hotel

In December 2013, we launched *Joya Hotel*. These hotels are typically located in areas close to major business and commercial districts in first and second tier cities, and typically have a rack price between RMB400 and RMB1,000 per room night. The Joya Hotel targets affluent travelers and corporate events. Joya Hotel is designed for guests to enjoy an all-inclusive service, including complimentary breakfast, afternoon tea, healthy snack, mini bar free drinks, gym, automatic massage cabins and other premium services. The rooms are equipped with high-speed fiber access, full wireless coverage and Bluetooth speakers. As of December 31, 2015, we had three *Joya Hotel* in operation and an additional one *Joya Hotel* under development.

Manxin Hotels & Resorts

In October 2013, we launched *Manxin Hotels & Resorts*. These hotels are typically located in holiday resort areas, and typically have a rack price between RMB400 and RMB1,000 per room night. The *Manxin Hotels & Resorts* is our mid-to-upscale brand concept targeting leisure travelers, families and small-scale corporate events. *Manxin Hotels & Resorts* targets popular vacation destinations. *Manxin Hotels & Resorts* offers high quality rooms, rich breakfast buffet, lunch, afternoon tea, dinner and Chinese style housekeeping services. As of December 31, 2015, we had two *Manxin Hotels & Resorts* in operation and additional four *Manxin Hotels & Resorts* under development.

Ji Hotel

Ji Hotel, which was previously marketed first under the name of *HanTing Hotel* and then *HanTing Seasons Hotels*, is typically located in city centers or central business districts. Typically priced between RMB300 and RMB500 per room night, these hotels target travelers who seek a quality experience in hotel stays. *Ji Hotels* offer rooms with a quality comparable to three- to four-star hotels, but are priced at competitive rates. In addition, these hotels offer complimentary wireless Internet access throughout the premises, spacious lobbies with laser printers, computers, free drinks, and a cafe serving breakfast and simple meals. As of December 31, 2015, we had 186 *Ji Hotels* in operation and an additional 94 *Ji Hotels* under development.

Starway Hotel

Typically priced between RMB250 and RMB500 per room night, *Starway Hotels* vary in their designs and target middle class travelers who seek a spacious room, reasonable price and guaranteed quality. *Starway Hotels* offer rooms with a quality comparable to three- to four-star hotels, but are priced at competitive rates. In addition, these hotels typically offer complimentary Internet access throughout the premises, spacious lobbies and meeting areas with complimentary tea and coffee. As of December 31, 2015, we had 118 *Starway Hotels* in operation and an additional 74 *Starway Hotels* under development.

Elan Hotel

In September 2014, we launched *Elan Hotels*. *Elan Hotel* is our economy hotel product which targets business travelers, young customers and urban tourists, and is committed to provide a unique business and leisure life experience for the hotel guests. The hotels' modern and nature design elements create a fresh and refreshing atmosphere for the hotel guests. *Elan Hotel* brand conveys the concept of enjoyment of life and nature. These hotels are typically priced between RMB 150 and RMB300 per room night. As of December 31, 2015, we had 148 *Elan Hotels* in operation and additional 74 *Elan Hotels* under development.

HanTing Hotel

Launched in 2007 and originally marketed under the name of *HanTing Express Hotel*, *HanTing Hotel* is our economy hotel product with the value proposition of "Quality, Convenience and Value." These hotels are typically located in areas close to major business and commercial districts, and are priced between RMB200 and RMB350 per room night. The *HanTing Hotel* targets knowledge workers and value- and quality-conscious travelers. These hotels have lobbies with complimentary wireless Internet access and laser printers, and a cafe serving breakfast and simple meals. Rooms are equipped with a comfortable mattress, plush buckwheat and cotton pillows, shower facilities, an outlet for free broadband Internet access, a working desk and chair, and universal and uninterruptable power sockets. As of December 31, 2015, we had 2,003 *HanTing Hotels* in operation and an additional 286 *HanTing Hotels* under development.

Hi Inn

Launched in late 2008 and originally marketed under the name of *HanTing Hi Inn*, *Hi Inns* are typically priced between RMB100 and RMB200 per room night and target rational and price-conscious travelers. These hotels offer compact rooms with comfortable beds and shower facilities and complimentary wireless Internet access throughout the premises. These hotels provide basic and clean accommodations. As of December 31, 2015, we had 302 *Hi Inns* in operation and an additional 139 *Hi Inns* under development.

Hotel Development

We mainly use the manachise and franchise models to expand our network in a less capital-intensive manner. We also lease the properties of the hotels we operate. We typically do not acquire properties ourselves, as owning properties is generally much more capital intensive. We have adopted a systematic process with respect to the planning and execution of new development projects. Our development department analyzes economic data by city, field visit reports and market intelligence information to identify target locations in each city and develop a three-year development plan for new hotels on a regular basis. The plan is subsequently reviewed and approved by our investment committee. Once a property is identified in the targeted location, staff in our development department analyzes the business terms and formulates a proposal for the project. In the case of a lease opportunity, the investment committee evaluates each proposed project based on several factors, including the length of the investment payback period, the rate of return on the investment, the amount of net cash flow projected during the operating period and the impact on our existing hotels in the vicinity. When evaluating potential manachising and franchising opportunities, the investment committee considers the attractiveness of the location as well as additional factors such as quality of the prospective franchisee and product consistency with our standards. Our investment committee weighs each investment proposal carefully to ensure that we can effectively expand our coverage while concurrently improving our profitability.

The following is a description of our hotel development process.

Manachised and franchised hotels

We open manachised and franchised hotels to expand our geographical coverage or to deepen penetration of existing markets. Manachised and franchised hotels provide us valuable operating information in assessing the attractiveness of new markets, and supplement our coverage in areas where the potential franchisees can have access to attractive locations by leveraging their own assets and local network. As is the case with leased hotels, we generally look to establish manachised and franchised hotels near popular commercial and office districts that tend to generate stronger demand for hotel accommodations. Manachised and franchised hotels must also meet certain specified criteria in connection with the infrastructure of the building, such as adequate water, electricity and sewage systems.

We typically source potential franchisees through word-of-mouth referrals, applications submitted via our website and industry conferences. Some of our franchisees operate several of our manachised and franchised hotels. In general, we seek franchisees who share our values and management philosophies.

We typically supervise the franchisees in designing and renovating their properties pursuant to the same standards required for our leased hotels, and provide assistance as required. We also provide technical expertise and require the franchisees to follow a pre-selected list of qualified suppliers. In addition, we appoint or train hotel managers and help train other hotel staff for our manachised hotels to ensure that high quality and consistent service is provided throughout all our hotels.

Leased hotels

We seek properties that are in central or highly accessible locations in economically more developed cities in order to maximize the room rates that we can charge. In addition, we typically seek properties that will accommodate hotels of 80 to 180 rooms.

After identifying a proposed site, we conduct thorough due diligence and typically negotiate leases concurrently with the lessors. All leases and development plans are subject to the final approval of our investment committee. Once a lease agreement has been executed, we then engage independent design firms and construction companies to begin work on leasehold improvement. Our construction management team works closely with these firms on planning and architectural design. Our contracts with construction companies typically contain warranties for quality and requirements for timely completion of construction. Contractors or suppliers are typically required to compensate us in the event of delays or poor work quality. A majority of the construction materials and supplies used in the construction of our new hotels are purchased by us through a centralized procurement system.

Hotel Management

Our management team has accumulated significant experience with respect to the operation of hotels. Building on this experience, our management team has developed a robust operational platform for our nationwide operations, implemented a rigorous budgeting process, and utilized our information systems to monitor our hotel performance. We believe the system is critical in maximizing our revenues and profitability. The following are some of the key components of our hotel management system:

Budgeting . Our budget and analysis team prepares a detailed annual cost and revenue budget for each of our leased hotels, and an annual revenue budget for each of our manachised and franchised hotels. The hotel budget is prepared based on, among other things, the historical operating performance of each hotel, the performance of comparable hotels and local market conditions. We may adjust the budget upon the occurrence of unexpected events that significantly affect a specific hotel's operating performance. In addition, our compensation scheme for managers in each hotel is directly linked to its performance against the annual budget.

Pricing . Our room rates are determined using a centralized system and are based on the historical operating performance of each of our leased and manachised hotels, our competitors' room rates and local market conditions. We adjust room rates regularly based on seasonality and market demand. We also adjust room rates for certain events, such as the China Import and Export Fair held twice a year in Guangzhou and the World Expo in Shanghai in 2010. We believe our centralized pricing system enhances our ability to adjust room rates in a timely fashion with a goal of optimizing average daily rates and occupancy levels across our network. Room rates for our franchised hotels are determined by the franchisees based on local market condition.

Monitoring . Through the use of our web-based property management system, we are able to monitor each hotel's occupancy status, average daily rates, RevPAR and other operating data on a real-time basis. Real-time hotel operating information allows us to adjust our sales efforts and other resources to rapidly capitalize on changes in the market and to maximize operating efficiency.

Centralized cash management . Our leased hotels deposit cash into our central account several times a week. We also generally centralize all payments for expenditures. Our manachised and franchised hotels manage their cash separately.

Centralized procurement system . Our centralized procurement system has enabled us to efficiently manage our operating costs, especially with respect to supplies used in large quantities. Given the scale of our hotel network and our centralized procurement system, we have the purchasing power to secure favorable terms from suppliers for all of our hotels.

Quality assurance . We have developed an operating manual to which our staff closely adhere to ensure the consistency and quality of our customer experience. We conduct periodic internal quality checks of our hotels to ensure that our operating policies and procedures are followed. We also engage "mystery guests" from time to time to ensure that we are providing consistent quality services. Furthermore, we actively solicit customer feedbacks by conducting outbound e-mail surveys and monitor customer messages left in hotel guestbooks as well as comments posted on our website and third-party websites.

Training . We view the quality and skill sets of our employees as essential to our business and thus have made employee training one of our top priorities. Our HuaZhu University, previously known as HanTing College, together with our regional management teams, offers structured training programs for our hotel managers, other hotel-based staff and corporate staff. Our hotel managers are required to attend a three-week intensive training program, covering topics such as our corporate culture, team management, sales and marketing, customer service, hotel operation standards and financial and human resource management. Approximately 80% of our hotel managers have received training completion certificates. Our HuaZhu University also rolled out a new-hire training package in October 2009 to standardize the training for hotel-based staff across our hotel group. In addition, we provide our corporate staff with various training programs, such as managerial skills, office software skills and corporate culture. In 2015, our hotel-based staff and corporate staff on average have received approximately 60 and 40 hours of training, respectively.

Hotel Information Platform and Operational Systems

We have successfully developed and implemented an advanced operating platform capable of supporting our nationwide operations. This operating platform enables us to increase the efficiency of our operations and make timely decisions. The following is a description of our key information and management systems.

Web property management system (Web-PMS) . Our Web-PMS is a web-based, centralized application that integrates all the critical operational information in our hotel network. This system enables us to manage our room inventory, reservations and pricing for all of our hotels on a real-time basis. The system is designed to enable us to enhance our profitability and compete more effectively by integrating with our central reservation system and customer relationship management system. We believe our Web-PMS enables our management to more effectively assess the performance of our hotels on a timely basis and to efficiently allocate resources and effectively identify specific market and sales targets.

Central reservation system . We have a real-time central reservation system available 24 hours a day, seven days a week. Our central reservation system allows reservations through multiple channels including our website, mobile apps, call center, third-party travel agents and online reservation partners. The real-time inventory management capability of the system improves the efficiency of reservations, enhances customer satisfaction and maximizes our profitability.

Customer relationship management (CRM) system . Our integrated CRM system maintains information of our HuaZhu Club members, including reservation and consumption history and pattern, points accumulated and redeemed, and prepayment and balance. By closely tracking and monitoring member information and behavior, we are able to better serve the members of our loyalty program and offer targeted promotions to enhance customer loyalty. The CRM system also allows us to monitor the performance of our corporate client sales representatives.

Internet service system . Our Internet service system consists of our website (www.huazhu.com), our mobile website (m.huazhu.com) and our mobile apps for smart phones running iOS, Android or other systems. The system provides our HuaZhu Club members and the general public with convenient, friendly and updated services, including information and search services for our hotels, such as location, amenities and pricing, reservation services, online payment and online room selection functions, membership registration and management and member community services. Our members can reload their individual account balance through the system as well. Our mobile apps also provide location-based services, including search services for our nearby hotels.

Multi-functional Huazhu Club Membership Card . The HuaZhu Club membership card is a multi-functional card that is available to our Huazhu Club members. The Huazhu Club membership cards represent the membership identity and offer a variety of functions for our Huazhu Club members to utilize hotel facilities. For example, our Huazhu Club members can use it as a pre-paid card for in-hotel purchases and are entitled to free beverage and Internet access when using it in the business areas. It also enables elevator and room access, easy check-in and express check-out. We also roll out HuaZhu Club membership cards in innovative formats, such as the co-branded card with Voice of China, a popular televised singing competition in China, so that our Huazhu Club members can enjoy benefits offered by third parties, and cards in the form of cell phone covers which combine membership cards and cell phone covers in one.

Sales and Marketing

Our marketing strategy is designed to enhance our brand recognition and customer loyalty. Building and differentiating the brand image of each of our hotel products is critical to increasing our brand recognition. We focus on targeting the distinct guest segments that each of our hotel products serves and adopting effective marketing measures based on thorough analysis and application of data and analytics. In 2015, 90% of our room nights were sold through our own sales platforms and the remaining 10% of our room nights through intermediaries.

We use our Web-PMS system to conduct pricing management for all of our hotels except for our franchised hotels. We review our hotel pricing regularly and adjust room rates as needed based on local market conditions and the specific location of each hotel, focusing mainly on three factors: (i) optimum occupancy rate of the hotel and our other hotels nearby, (ii) seasonal demand for the hotel and (iii) event-driven demand for the hotel.

A key component of our marketing efforts is the HuaZhu Club, our loyalty program, which covers all of our brands. We believe the HuaZhu Club loyalty program allow us to build customer loyalty and conduct lower-cost, targeted marketing campaigns. A majority of individual members of the HuaZhu Club pay to enroll in the program. As of December 31, 2015, our HuaZhu Club had more than 49 million members. In 2015, more than 80% of our room nights were sold to our HuaZhu Club members. Members of the HuaZhu Club are provided with discounts on room rates, free breakfasts (for gold and platinum members), more convenient check-out procedures and other benefits. HuaZhu Club members can also accumulate points through stays in our hotels or by purchasing products and services provided at our hotels. These points can be redeemed for gifts or offset the room charges in our hotels. We also have joint promotional programs with leading financial institutions and airlines to recruit new members of our loyalty program. The HuaZhu Club includes four levels of membership: star, silver, gold and platinum. Star membership is the entry level and can be obtained from online registration for free. We charge RMB39 as the one-time membership fee for the silver membership. The one-time membership fee for the gold membership is RMB198 or RMB159, if purchased as an existing silver member. Memberships can be upgraded to the next level upon the satisfaction of certain conditions. HuaZhu Club was previously known as HanTing Club. We renamed HanTing Club as HuaZhu Club in 2013.

Our marketing activities also include Internet advertising, press and sponsored activities held jointly with our corporate partners and advertisements on travel and business magazines.

Competition

The lodging industry in China is highly fragmented. A significant majority of the room supply has come from stand-alone hotels, guest houses and other lodging facilities. In recent years hotel groups emerged and began to consolidate the market by converting standalone hotels into members of their hotel groups. As a multi-brand hotel group we believe that we compete primarily based on location, room rates, brand recognition, quality of accommodations, geographic coverage, service quality, range of services, guest amenities and convenience of the central reservation system. We primarily compete with other hotel groups as well as various stand-alone lodging facilities in each of the markets in which we operate. Our HanTing Hotels mainly compete with Home Inns, Jinjiang Inn, 7 Days Inn, various regional hotel groups and stand-alone hotels, and certain international brands such as Super 8. We also compete with two- and three-star hotels, as we offer rooms with amenities comparable to many of those hotels. Our Ji Hotels and Starway Hotels face competition from existing three-star and certain four-star hotels, boutique hotels whose price could be comparable and a few hotel chains such as Vienna Hotels and Holiday Inn Express. Our Hi Inns compete mainly with stand-alone guest houses, low-price hotels and budget hotel chains such as Pod Inns, 99 Inns and 100 Inns. Our Joya Hotels and Manxin Hotels & Resorts compete with existing four-star and five-star hotels. Our Manxin Hotels & Resorts also competes with boutique resort hotels. Our Elan Hotels compete with existing economy hotel chains such as 7 Days Inn, Home Inns and GreenTree Inn.

Intellectual Property

We regard our trademarks, copyrights, domain names, trade secrets and other intellectual property rights as critical to our business. We rely on a combination of copyright and trademark law, trade secret protection and confidentiality agreements with our employees, lecturers, business partners and others, to protect our intellectual property rights.

As of December 31, 2015, we have registered 304 trademarks and logos with the China Trademark Office. The trademarks and logos used in our current hotels are under protection of the registered trademarks and logos. An additional 97 trademark applications are under review by the authority. We have also registered one trademark in each of Singapore, Macau and Hong Kong, six trademarks in Korean, Taiwan and Malaysia and four trademarks in Japan. We have filed three trademark applications in Thailand, New Zealand and Australia, which are under review by the authorities. As of December 31, 2015, we have received four patents; another 13 patents were applied and are under review in the PRC. We have also received copyright registration certificates for 19 software programs developed by us as of December 31, 2015. In addition, we have registered 119 national and international top-level domain names, including www.htinns.com, www.hantinghotels.com and www.huazhu.com as of December 31, 2015.

Our intellectual property is subject to risks of theft and other unauthorized use, and our ability to protect our intellectual property from unauthorized use is limited. In addition, we may be subject to claims that we have infringed the intellectual property rights of others. See “Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — Failure to protect our trademarks and other intellectual property rights could have a negative impact on our brand and adversely affect our business.”

Insurance

We believe that our hotels are covered by adequate property and liability insurance policies with coverage features and insured limits that we believe are customary for similar companies in China. We also require our franchisees to carry adequate property and liability insurance policies. We carry property insurance that covers the assets that we own at our hotels. Although we require our franchisees to purchase customary insurance policies, we cannot guarantee that they will adhere to such requirements. If we were held liable for amounts and claims exceeding the limits of our insurance coverage or outside the scope of our insurance coverage, our business, results of operations and financial condition may be materially and adversely affected. See “Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — Our limited insurance coverage may expose us to losses, which may have a material adverse effect on our reputation, business, financial condition and results of operations.”

Legal and Administrative Proceedings

In the ordinary course of our business, we, our directors, management and employees are subject to periodic legal or administrative proceedings. Although we cannot predict with certainty the ultimate resolution of lawsuits, investigations and claims asserted against us, our directors, management and employees, we do not believe that any currently pending legal or administrative proceeding to which we, our directors, management and employees are a party will have a material adverse effect on our business or reputation. See “Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — We, our directors, management and employees may be subject to certain risks related to legal proceedings filed by or against us, and adverse results may harm our business.”

Regulation

The hotel industry in China is subject to a number of laws and regulations, including laws and regulations relating specifically to hotel operation and management and commercial franchising, as well as those relating to environmental and consumer protection. The principal regulation governing foreign ownership of hotel businesses in the PRC is the *Foreign Investment Industrial Guidance Catalogue* issued by the National Development and Reform Commission and the PRC Ministry of Commerce, or the MOC, which was most recently updated on March 10, 2015. Pursuant to this regulation, there are no restrictions on foreign investment in limited service hotel businesses in China aside from business licenses and other permits that every hotel must obtain. Relative to other industries in China, regulations governing the hotel industry in China are still developing and evolving. As a result, most legislative actions have consisted of general measures such as industry standards, rules or circulars issued by different ministries rather than detailed legislations. This section summarizes the principal PRC regulations currently relevant to our business and operations.

Regulations on Hotel Operation

The Ministry of Public Security issued the *Measures for the Control of Security in the Hotel Industry* in November 1987 and amended it in 2011, and the State Council promulgated the *Decision of the State Council on Establishing Administrative License for the Administrative Examination and Approval Items Really Necessary To Be Retained* in June 2004 and amended it in January 2009. Under these two regulations, anyone who applies to operate a hotel is subject to examination and approval by the local public security authority and must obtain a special industry license. The Measures for the Control of Security in the Hotel Industry impose certain security control obligations on the operators. For example, the hotel must examine the identification card of any guest to whom accommodation is provided and make an accurate registration. The hotel must also report to the local public security authority if it discovers anyone violating the law or behaving suspiciously or an offender wanted by the public security authority. Pursuant to the *Measures for the Control of Security in the Hotel Industry*, hotels failing to obtain the special industry license may be subject to warnings or fines of up to RMB200. In addition, pursuant to various local regulations, hotels failing to obtain the special industry license may be subject to warnings, orders to suspend or cease continuing business operations, confiscations of illegal gains or fines.

The State Council promulgated the *Public Area Hygiene Administration Regulation* in April 1987 and amended it in February 2016, according to which, a hotel must obtain a public area hygiene license before opening for business. Pursuant to this regulation, hotels failing to obtain a public area hygiene license may be subject to the following administrative penalties depending on the seriousness of their respective activities: (i) warnings; (ii) fines; or (iii) orders to suspend or cease continuing business operations. In March 2011, the Ministry of Health promulgated the *Implementation Rules of the Public Area Hygiene Administration Regulation*, according to which, starting from May 1, 2011, hotel operators shall establish hygiene administration system and keep records of hygiene administration. In February 2009, the Standing Committee of the National People’s Congress, or the SCNPC enacted the *PRC Law on Food Safety* in February 2009 and amended it in April 2015, according to which any hotel that provides food must obtain a food service license; any food hygiene license which had been obtained prior to June 1, 2009 will be replaced by the food service license once the food hygiene license expires. To simplify licensing procedures, some cities such as Nanjing, Chengdu and Xi’an have combined the public area hygiene license and the food service license (or formerly food hygiene license) into one unified hygiene license. Pursuant to this law, hotels failing to obtain a food service license (or formerly food hygiene license) may be subject to: (i) confiscation of illegal gains, food illegally produced for sale and tools, facilities and raw materials used for illegal production; or (ii) fines between RMB50,000 and RMB100,000 if the value of food illegally produced is less than RMB10,000 or fines equal to 1000% to 2000% of the value of food if such value is equal to or more than RMB10,000.

The Fire Prevention Law, as amended by the SCNPC in October 2008, and the *Provisions on Supervision and Inspection on Fire Prevention and Control*, promulgated by the Ministry of Public Security and effective as of May 1, 2009 and was amended on November 1, 2012, require that public gathering places such as hotels submit a fire prevention design plan to apply for the completion acceptance of fire prevention facilities for their construction projects and to pass a fire prevention safety inspection by the local public security fire department, which is a prerequisite for opening business. Pursuant to these regulations, hotels failing to obtain approval of fire prevention design plans or failing fire prevention safety inspections may be subject to: (i) orders to suspend the construction of projects, use or operation of business; and (ii) fines between RMB30,000 and RMB300,000.

In January 2006, the State Council promulgated the *Regulations for Administration of Entertainment Places*. The Ministry of Culture issued the *Circular on Carrying Out the Regulations for Administration of Entertainment Places* in March 2006 and the *Administrative Measures for Entertainment Places* in February 2013. Under these regulations, hotels that provide entertainment facilities, such as discos or ballrooms, are required to obtain a license for entertainment business operations.

On October 18, 2010, the General Administration of Quality Supervision, Inspection and Quarantine and Standardization Administration approved and issued *Classification and Accreditation for Star-rated Tourist Hotels* (GB/T14308-2010), which became effective on January 1, 2011. On November 19, 2010, the National Tourist Administration promulgated the *Implementation Measures of Classification and Accreditation for Star-rated Tourist Hotels*, which became effective on January 1, 2011. Under these regulations, all hotels with operations of over one year are eligible to apply for a star rating assessment. There are five ratings from one star to five stars for tourist hotels, assessed based on the level of facilities, management standards and quality of service. A star rating, once granted, is valid for three years.

On September 21, 2012, the Ministry of Commerce promulgated the *Provisional Administrative Measures for Single-purpose Commercial Prepaid Cards*, according to which, if an enterprise engaged in retail, accommodation and catering, or residential services issues any single-purpose commercial prepaid card to its customers, it shall undergo a record-filing procedure. For a hotel primarily engaged in the business of accommodation, the aggregate balance of the advance payment under the single-purpose commercial prepaid cards it issued shall not exceed 40% of its income from its primary business in the previous financial year.

On April 25, 2013, the Standing Committee of the National People's Congress issued the *Tourism Law of the People's Republic of China*, which became effective on October 1, 2013. According to this law, the accommodation operators shall fulfill their obligations under the agreements with consumers. If the accommodation operators subcontract part of their services to any third party or involve any third party to provide services to customers, the accommodation operators shall assume the joint and several liabilities with the third parties for any damage caused to the customers.

Regulations on Leasing

Under the *Law on Urban Real Estate Administration* promulgated by the SCNPC, which took effect as of January 1995 and was amended in August 2007 and the *Administrative Measures for Commodity House Leasing* promulgated by the Ministry of Housing and Urban-rural Construction, which took effect as of February 1, 2011, when leasing premises, the lessor and lessee are required to enter into a written lease contract, prescribing such provisions as the leasing term, use of the premises, rental and repair liabilities, and other rights and obligations of both parties. Both lessor and lessee are also required to go through registration procedures to record the lease with the real estate administration department. Pursuant to these laws and regulations and various local regulations, if the lessor and lessee fail to go through the registration procedures, both lessor and lessee may be subject to fines, and the leasing interest will be subordinated to an interested third party acting in good faith.

In March 1999, the National People's Congress, the China legislature, passed the *PRC Contract Law*, of which Chapter 13 governs lease agreements. According to the *PRC Contract Law*, subject to consent of the lessor, the lessee may sublease the leased item to a third party. Where the lessee subleases the lease item, the leasing contract between the lessee and the lessor remains valid. The lessor is entitled to terminate the contract if the lessee subleases the lease item without the consent of the lessor.

In March 16, 2007, the National People's Congress passed the *PRC Property Law*, pursuant to which where a mortgagor leases the mortgaged property before the mortgage contract is concluded, the previously established leasing relation shall not be affected; and where a mortgagor leases the mortgaged property after the creation of the mortgage interest, the leasing interest will be subordinated to the registered mortgage interest.

Regulations on Consumer Protection

In October 1993, the SCNPC promulgated the *Law on the Protection of the Rights and Interests of Consumers*, or the Consumer Protection Law, which became effective on January 1, 1994 and was amended on March 15, 2014. Under the Consumer Protection Law, a business operator providing a commodity or service to a consumer is subject to a number of requirements, including the following:

- to ensure that commodities and services meet with certain safety requirements;
- to protect the safety of consumers;
- to disclose serious defects of a commodity or a service and to adopt preventive measures against damage occurrence;
- to provide consumers with accurate information and to refrain from conducting false advertising;
- to obtain consents of consumers and to disclose the rules for the collection and/or use of information when collecting data or information from consumers; to take technical measures and other necessary measures to protect the personal information collected from consumers; not to divulge, sell, or illegally provide consumers' information to others; not to send commercial information to consumers without the consent or request of consumers or with a clear refusal from consumers;
- not to set unreasonable or unfair terms for consumers or alleviate or release itself from civil liability for harming the legal rights and interests of consumers by means of standard contracts, circulars, announcements, shop notices or other means;
- to remind consumers in a conspicuous manner to pay attention to the quality, quantity and prices or fees of commodities or services, duration and manner of performance, safety precautions and risk warnings, after-sales service, civil liability and other terms and conditions vital to the interests of consumers under a standard form of agreement prepared by the business operators, and to provide explanations as required by consumers; and
- not to insult or slander consumers or to search the person of, or articles carried by, a consumer or to infringe upon the personal freedom of a consumer.

Business operators may be subject to civil liabilities for failing to fulfill the obligations discussed above. These liabilities include restoring the consumer's reputation, eliminating the adverse effects suffered by the consumer, and offering an apology and compensation for any losses incurred. The following penalties may also be imposed upon business operators for the infraction of these obligations: issuance of a warning, confiscation of any illegal income, imposition of a fine, an order to cease business operation, revocation of its business license or imposition of criminal liabilities under circumstances that are specified in laws and statutory regulations.

In December 2003, the Supreme People's Court in China enacted the *Interpretation of Some Issues Concerning the Application of Law for the Trial of Cases on Compensation for Personal Injury*, which further increases the liabilities of business operators engaged in the operation of hotels, restaurants, or entertainment facilities and subjects such operators to compensatory liabilities for failing to fulfill their statutory obligations to a reasonable extent or to guarantee the personal safety of others.

Regulations on Environmental Protection

In February 2012, the SCNPC issued the newly amended *Law on Promoting Clean Production*, which regulates service enterprises such as restaurants, entertainment establishments and hotels and requires them to use technologies and equipment that conserve energy and water, serve other environmental protection purposes, and reduce or stop the use of consumer goods that waste resources or pollute the environment.

According to the *Environmental Protection Law of the People's Republic of China* and the *Environmental Impact Assessment Law of the People's Republic of China* promulgated and newly amended by the SCNPC on October 28, 2002 and April 24, 2014, respectively, the *Regulations Governing Environmental Protection in Construction Projects* promulgated by the State Council on November 29, 1998, and the *Regulations Governing Completion Acceptance of Environmental Protection in Construction Projects* promulgated by the Ministry of Environmental Protection on December 27, 2001, hotels shall submit a Report on Environmental Impact Assessment and an Application Letter for Acceptance of Environmental Protection Facilities in Construction Projects to competent environmental protection authorities for approvals before commencing the operation. Pursuant to the *Environmental Impact Assessment Law of the People's Republic of China*, any hotel failing to obtain the approval of an Environmental Impact Assessment may be ordered to cease construction and apply for the approval within a specified time limit. If the hotel still fails to obtain approval within the specified time limit, it may be subject to fines between RMB50,000 and RMB200,000, and the person directly responsible for the project may be subject to certain administrative penalties. Pursuant to the *Regulations Governing Completion Acceptance of Environmental Protection in Construction Projects*, any hotel failing to obtain an Acceptance of Environmental Protection Facilities in Construction Projects may be subject to fines and an order to obtain approval within a specified time limit.

Regulations on Commercial Franchising

Franchise operations are subject to the supervision and administration of the MOC, and its regional counterparts. Such activities are currently regulated by the *Regulations for Administration of Commercial Franchising*, which was promulgated by the State Council on February 6, 2007 and became effective on May 1, 2007. The *Regulations for Administration of Commercial Franchising* were subsequently supplemented by the *Administrative Measures for Archival Filing of Commercial Franchises*, which was newly amended and promulgated by the MOC on December 12, 2011 and became effective on February 1, 2012, and the newly amended *Administrative Measures for Information Disclosure of Commercial Franchises*, which was promulgated by the MOC on February 23, 2012 and became effective on April 1, 2012.

Under the above applicable regulations, a franchisor must have certain prerequisites including a mature business model, the capability to provide long-term business guidance and training services to franchisees and ownership of at least two self-operated storefronts that have been in operation for at least one year within China. Franchisors engaged in franchising activities without satisfying the above requirements may be subject to penalties such as forfeit of illegal income and imposition of fines between RMB100,000 and RMB500,000 and may be bulletined by the MOC or its local counterparts. Franchise contracts shall include certain required provisions, such as terms, termination rights and payments.

Franchisors are generally required to file franchise contracts with the MOC or its local counterparts. Failure to report franchising activities may result in penalties such as fines up to RMB100,000. Such noncompliance may also be bulletined. In the first quarter of every year, franchisors are required to report to the MOC or its local counterparts any franchise contracts they executed, canceled, renewed or amended in the previous year.

The term of a franchise contract shall be no less than three years unless otherwise agreed by franchisees. The franchisee is entitled to terminate the franchise contract in his sole discretion within a set period of time upon signing of the franchise contract.

Pursuant to the *Administrative Measures for Information Disclosure of Commercial Franchises*, 30 days prior to the execution of franchise contracts, franchisors are required to provide franchisees with copies of the franchise contracts, as well as written true and accurate basic information on matters including:

- the name, domiciles, legal representative, registered capital, scope of business and basic information relating to its commercial franchising;

- basic information relating to the registered trademark, logo, patent, know-how and business model;
- the type, amount and method of payment of franchise fees (including payment of deposit and the conditions and method of refund of deposit);
- the price and conditions for the franchisor to provide goods, service and equipment to the franchisee;
- the detailed plan, provision and implementation plan of consistent services including operational guidance, technical support and business training provided to the franchisee;
- detailed measures for guiding and supervising the operation of the franchisor;
- investment budget for all franchised hotels of the franchisee;
- the current numbers, territory and operation evaluation of the franchisees within China;
- a summary of accounting statements audited by an accounting firm and a summary of audit reports for the previous two years;
- information on any lawsuit in which the franchisor has been involved in the previous five years;
- basic information regarding whether the franchisor and its legal representative have any record of material violation; and
- other information required to be disclosed by the MOC.

In the event of failure to disclose or misrepresentation, the franchisee may terminate the franchise contract and the franchisor may be fined up to RMB100,000. In addition, such noncompliance may be bulletined.

According to the 2008 *Handbook of Market Access of Foreign Investment* promulgated by the MOC in December 2008, if an existing foreign-invested company wishes to operate a franchise in China, it must apply to its original examination and approval authority to expand its business scope to include “engaging in commercial activities by way of franchise.”

Regulations on Trademarks

Both the *PRC Trademark Law* adopted by the SCNPC on August 23, 1982 and revised on August 30, 2013 and the *Implementation Regulation of the PRC Trademark Law* adopted by the State Council on August 3, 2002 and revised on April 29, 2014 give protection to the holders of registered trademarks and trade names. The Trademark Office under the State Administration for Industry and Commerce, or the SAIC, handles trademark registrations and grants a term of ten years to registered trademarks. Trademark license agreements must be filed with the Trademark Office.

Regulations on Foreign Currency Exchange

The principal regulations governing foreign currency exchange in China are the *Foreign Exchange Administration Regulations* promulgated by the State Council, as amended on August 5, 2008, or the Foreign Exchange Regulations. Under the Foreign Exchange Regulations, the RMB is freely convertible for current account items, including the distribution of dividends, interest payments, trade and service-related foreign exchange transactions, but not for capital account items, such as direct investments, loans, repatriation of investments and investments in securities outside of China, unless the prior approval of the State Administration of Foreign Exchange, or the SAFE, is obtained and prior registration with the SAFE is made.

On August 29, 2008, the SAFE promulgated the *Notice on Perfecting Practices Concerning Foreign Exchange Settlement Regarding the Capital Contribution by Foreign-invested Enterprises*, or Circular 142, regulating the conversion by a foreign-invested company of foreign currency into RMB by restricting how the converted RMB may be used. Circular 142 requires that the registered capital of a foreign-invested enterprise settled in RMB converted from foreign currencies may only be used for purposes within the business scope approved by the applicable governmental authority and may not be used for equity investments within the PRC. In addition, the SAFE strengthened its oversight of the flow and use of the registered capital of foreign-invested enterprises settled in RMB converted from foreign currencies. The use of such RMB capital may not be changed without the SAFE’s approval, and may not in any case be used to repay RMB loans if the proceeds of such loans have not been used. Violations of Circular 142 will result in severe penalties, such as heavy fines.

On March 30, 2015, SAFE issued the *Notice of the State Administration of Foreign Exchange on Reforming the Administrative Approach Regarding the Settlement of the Foreign Exchange Capitals of Foreign-invested Enterprises*, or Circular 19. Circular 19 has superseded Circular 142 by restating certain restrictions on use of registered capital in foreign currency by a foreign-invested company. Nevertheless, Circular 19 specifies that the registered capital of a foreign-invested company in foreign currency can be converted into RMB voluntarily and be allowed to use for equity investment in PRC subject to certain reinvestment registration with local SAFE. However, the interpretation and enforcement of Circular 19 by local SAFE remain significant uncertainties in practice.

On December 25, 2006, the People's Bank of China issued the *Administration Measures on Individual Foreign Exchange Control* and its Implementation Rules were issued by the SAFE on January 5, 2007, both of which became effective on February 1, 2007. Under these regulations, all foreign exchange matters involved in the employee stock ownership plan, stock option plan and other similar plans, participated by onshore individuals shall be transacted upon approval from the SAFE or its authorized branch. On February 25, 2012, the SAFE promulgated the *Notice on Relevant Issues Concerning Foreign Exchange Control on Domestic Individuals Participating in the Stock Incentive Plan of An Overseas Listed Company*, or Circular 7, to replace the *Operating Procedures for Administration of Domestic Individuals Participating in the Employee Stock Option Plan or Stock Option Plan of An Overseas Listed Company*. Under Circular 7, the board members, supervisors, officers or other employees, including PRC citizens and foreigners having lived within the territory of the PRC successively for at least one year of a PRC entity, who participate in stock incentive plans or equity compensation plans by an overseas publicly listed company, or the PRC participants, are required, through a PRC agent or PRC subsidiaries of such overseas publicly-listed company, to complete certain foreign exchange registration procedures with respect to the plans upon the examination by, and approval of, the SAFE. We and our PRC participants who have been granted stock options are subject to Circular 7. If our PRC participants who hold such options or our PRC subsidiary fail to comply with these regulations, such participants and their PRC employer may be subject to fines and legal sanctions.

Regulations on Share Capital

In October 2005, the SCNPC issued the newly amended *Company Law of the People's Republic of China*, which became effective on January 1, 2006. In April 2006, the SAIC, the MOC, the General Administration of Customs and the SAFE jointly issued the *Implementation Opinions on Several Issues regarding the Laws Applicable to the Administration of Approval and Registration of Foreign-invested Companies*. Pursuant to the above regulations, shareholders of a foreign-invested company are obligated to make full and timely contribution to the registered capital of the foreign-invested company. On June 17, 2014, the MOC issued the *Notice of the Ministry of Commerce on Improving the Administration of Foreign Investment Review*. Pursuant to which, restrictions or requirements on the percentage of initial capital contribution, the percentage of cash contribution and the period of contribution imposed on foreign-invested companies (including companies invested by investors from Taiwan, Hong Kong and Macao regions) are abolished. A company which proposes to reduce its registered capital shall prepare a balance sheet and a list of assets. The company shall notify its creditors within ten days from the date of resolution on reduction of registered capital and publish an announcement on the newspapers within 30 days. The creditors may, within 30 days from receipt of the notice or within 45 days from the announcement date, require the company to settle the debts or provide corresponding guarantee

Regulations on Dividend Distribution

The principal regulations governing distribution of dividends of foreign-invested enterprises include the *Foreign-invested Enterprise Law* promulgated by the SCNPC, as amended on October 31, 2000, and the *Implementation Rules of the Foreign-invested Enterprise Law* issued by the State Council, as amended on March 1, 2014.

Under these laws and regulations, foreign-invested enterprises in China may pay dividends only out of their accumulated profits, if any, determined in accordance with PRC accounting standards and regulations. In addition, foreign-invested enterprises in China are required to allocate at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds unless these reserves have reached 50% of the registered capital of the enterprises. These reserves are not distributable as cash dividends.

Regulations on Offshore Financing

On October 21, 2005, the SAFE issued *Notice on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Corporate Financing and Roundtrip Investment Through Offshore Special Purpose Vehicles*, or Circular 75, which became effective as of November 1, 2005. Under Circular 75, if PRC residents use assets or equity interests in their PRC entities as capital contributions to establish offshore companies or inject assets or equity interests of their PRC entities into offshore companies to raise capital overseas, they are required to register with local SAFE branches with respect to their overseas investments in offshore companies. PRC residents are also required to file amendments to their registrations if their offshore companies experience material events involving capital variation, such as changes in share capital, share transfers, mergers and acquisitions, spin-off transactions, long-term equity or debt investments or uses of assets in China to guarantee offshore obligations.

Moreover, Circular 75 applies retroactively. As a result, PRC residents who have established or acquired control of offshore companies that have made onshore investments in the PRC in the past were required to complete the relevant registration procedures with the local SAFE branch by March 31, 2006. Under the relevant rules, failure to comply with the registration procedures set forth in Circular 75 may result in restrictions being imposed on the foreign exchange activities of the relevant onshore company, including the increase of its registered capital, the payment of dividends and other distributions to its offshore parent or affiliate and the capital inflow from the offshore entity, and may also subject relevant PRC residents to penalties under PRC foreign exchange administration regulations. PRC residents who control our company are required to register periodically with the SAFE in connection with their investments in us.

The SAFE issued a series of guidelines to its local branches with respect to the operational process for SAFE registration, including the *Notice of the State Administration of Foreign Exchange on Further Improving and Adjusting Foreign Exchange Administration Policies for Direct Investment*, or Circular 59, which came into effect as of December 17, 2012. The guidelines standardized more specific and stringent supervision on the registration required by Circular 75. For example, the guidelines impose obligations on onshore subsidiaries of an offshore entity to make true and accurate statements to the local SAFE authorities in case any shareholder or beneficial owner of the offshore entity is a PRC citizen or resident. Untrue statements by the onshore subsidiaries will lead to potential liability for the subsidiaries, and in some instances, for their legal representatives and other individuals.

On July 4, 2014, the SAFE issued the *Notice on Issues Relating to the Administration of Foreign Exchange for Overseas Investment and Financing and Reverse Investment by Domestic Residents via Special Purpose Vehicles*, or Circular 37, which became effective and suspended Circular 75 on the same date, and Circular 37 shall prevail over any other inconsistency between itself and relevant regulations promulgated earlier. Pursuant to Circular 37, any PRC residents, including both PRC institutions and individual residents, are required to register with the local SAFE branch before making contribution to a company set up or controlled by the PRC residents outside of the PRC for the purpose of overseas investment or financing with their legally owned domestic or offshore assets or interests, referred to in this circular as a "special purpose vehicle". Under Circular 37, the term "PRC institutions" refers to entities with legal person status or other economic organizations established within the territory of the PRC. The term "PRC individual residents" includes all PRC citizens (also including PRC citizens abroad) and foreigners who habitually reside in the PRC for economic benefit. A registered special purpose vehicle is required to amend its SAFE registration or file with respect to such vehicle in connection with any change of basic information including PRC individual resident shareholder, name, term of operation, or PRC individual resident's increase or decrease of capital, transfer or exchange of shares, merger, division or other material changes. In addition, if a non-listed special purpose vehicle grants any equity incentives to directors, supervisors or employees of domestic companies under its direct or indirect control, the relevant PRC individual residents could register with the local SAFE branch before exercising such options. The SAFE simultaneously issued a series of guidance to its local branches with respect to the implementation of Circular 37. Under Circular 37, failure to comply with the foreign exchange registration procedures may result in restrictions being imposed on the foreign exchange activities of the relevant onshore company, including restrictions on the payment of dividends and other distributions to its offshore parent company and the capital inflow from the offshore entity, and may also subject the relevant PRC residents and onshore company to penalties under the PRC foreign exchange administration regulations. See "Risk Factors—Risks related to our business—PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident shareholders to personal liability and limit our ability to inject capital into our PRC subsidiaries, limit our PRC subsidiaries' ability to distribute profits to us, or otherwise adversely affect us."

Regulations on Merger and Acquisition and Overseas Listing

On August 8, 2006, six PRC regulatory agencies, namely the MOC, the State Assets Supervision and Administration Commission, the State Administration of Taxation, the SAIC, the China Securities Regulatory Commission, or the CSRC, and the SAFE, jointly adopted the Regulations on *Mergers and Acquisitions of Domestic Enterprises by Foreign Investors*, or the New M&A Rule, which became effective on September 8, 2006. This New M&A Rule, as amended on June 22, 2009, purports, among other things, to require offshore special purpose vehicles, or SPVs, formed for overseas listing purposes through acquisitions of PRC domestic companies and controlled by PRC companies or individuals, to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange. On September 21, 2006, the CSRC published a notice on its official website specifying documents and materials required to be submitted to it by SPVs seeking the CSRC approval of their overseas listings.

While the application of this new regulation remains unclear, we believe, based on the advice of our PRC counsel, that CSRC approval is not required in the context of our initial public offering because we established our PRC subsidiaries by means of direct investment other than by merger or acquisition of domestic companies, and we started to operate our business in the PRC through foreign invested enterprises before September 8, 2006, the effective date of the New M&A Rule. However, we cannot assure you that the relevant PRC government agency, including the CSRC, would reach the same conclusion as our PRC counsel. If the CSRC or other PRC regulatory body subsequently determines that CSRC's approval was required for our initial public offering, we may face sanctions by the CSRC or other PRC regulatory agencies, which could have a material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs.

The New M&A Rule also established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex, including requirements in some instances that the MOC be notified in advance of any change of control transaction in which a foreign investor takes control of a PRC domestic enterprise.

Regulation on Security Review

In August 2011, the MOC promulgated the *Rules of Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors*, or the MOC Security Review Rule, which came into effect on September 1, 2011, to implement the *Notice of the General Office of the State Council on Establishing the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors* promulgated on February 3, 2011. Under these regulations, a security review is required for foreign investors' mergers and acquisitions having "national defense and security" implications and mergers and acquisitions by which foreign investors may acquire "de facto control" of domestic enterprises having "national security" implications. In addition, when deciding whether a specific merger or acquisition of a domestic enterprise by foreign investors is subject to a security review, the MOC will look into the substance and actual impact of the transaction. The MOC Security Review Rule further prohibits foreign investors from bypassing the security review requirement by structuring transactions through proxies, trusts, indirect investments, leases, loans, control through contractual arrangements or offshore transactions.

Regulations on Labor Contracts

The labor contract law that became effective on January 1, 2008, as amended on December 28, 2012, seeks to clarify the responsibilities of both employers and employees and codifies certain basic rights and protections of employees. Among others, the labor contract law provides that after completing two fixed-term employment contracts, an employee that desires to continue working for an employer is entitled to require a non-fixed-term employment contract. In addition, employees who have been employed for more than ten years by the same employer are entitled to require a non-fixed-term contract. The labor contract law also requires that the employees dispatched from human resources outsourcing firms or labor agencies be limited to temporary, auxiliary or substitute positions. Furthermore, an employer may be held jointly liable for any damages to its dispatched employees caused by its human resources outsourcing firm or labor agency if it hired such employees through these entities. According to the *Interim Provisions on Labor Dispatch*, which was promulgated in December 2013 to implement the provisions of the labor contract law regarding labor dispatch, a company is permitted to use dispatched employees for up to 10% of its labor force and the companies currently using dispatched employees are given a two-year grace period after March 1, 2014 to comply with this limit.

Considering the PRC governmental authorities have continued to introduce various new labor-related regulations since the effectiveness of the labor contract law, and the interpretation and implementation of these regulations are still evolving, we cannot assure you that our employment practice will at all times be deemed in compliance with the new regulations. If we are subject to severe penalties or incur significant liabilities in connection with labor disputes or investigations, our business and results of operations may be adversely affected. See “Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — Our current employment practices may be adversely impacted under the labor contract law of the PRC.”

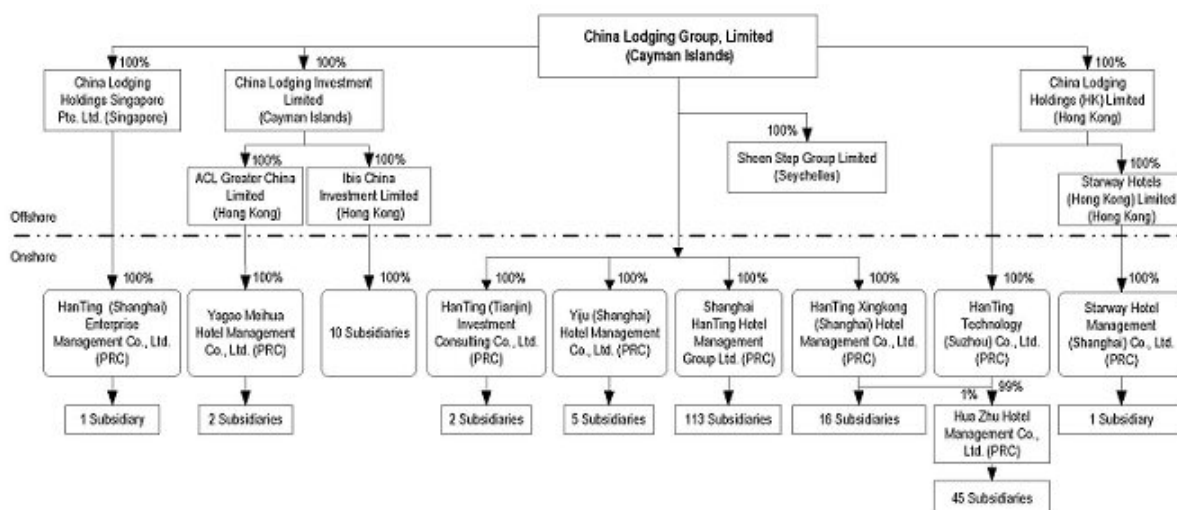
Regulation on Information Protection on Networks

On December 28, 2012, the Standing Committee of the National People’s Congress issued *Decision of the Standing Committee of the National People’s Congress on Strengthening Information Protection on Networks*, pursuant to which network service providers and other enterprises and institutions shall, when gathering and using electronic personal information of citizens in business activities, publish their collection and use rules and adhere to the principles of legality, rationality and necessarily, explicitly state the purposes, manners and scopes of collecting and using information, and obtain the consent of those from whom information is collected, and shall not collect and use information in violation of laws and regulations and the agreement between both sides; and the network service providers and other enterprises and institutions and their personnel must strictly keep such information confidential and may not divulge, alter, damage, sell, or illegally provide others with such information.

On July 16, 2013, the Ministry of Industry and Information Technology, or the MIIT, issued the *Order for the Protection of Telecommunication and Internet User Personal Information*. The requirements under this order are stricter and wider compared to the above decision issued by the National People’s Congress. According to this order, if a network service provider wishes to collect or use personal information, it may do so only if such collection is necessary for the services it provides. Furthermore, it must disclose to its users the purpose, method and scope of any such collection or usage, and must obtain consent from the users whose information is being collected or used. Network service providers are also required to establish and publish their protocols relating to personal information collection or usage, keep any collected information strictly confidential and take technological and other measures to maintain the security of such information. Network service providers are required to cease any collection or usage of the relevant personal information, and de-register the relevant user account, when a user stops using the relevant Internet service. Network service providers are further prohibited from divulging, distorting or destroying any such personal information, or selling or providing such personal information unlawfully to other parties. In addition, if a network service provider appoints an agent to undertake any marketing or technical services that involve the collection or usage of personal information, the network service provider is required to supervise and manage the protection of the information. The order states, in broad terms, that violators may face warnings, fines, public exposure and, in the most severe cases, criminal liability.

4.C. Organizational Structure

The following diagram illustrates our corporate and ownership structure, the place of formation and the ownership interests of our subsidiaries as of March 31, 2016.



The following table sets forth summary information for our significant subsidiaries as of March 31, 2016.

Major Subsidiaries	Percentage of Ownership	Date of or Incorporation/Acquisition	Place of Incorporation
China Lodging Holdings (HK) Limited	100%	October 22, 2008	Hong Kong
China Lodging Holdings Singapore Pte. Ltd.	100%	April 14, 2010	Singapore
Shanghai HanTing Hotel Management Group, Ltd.	100%	November 17, 2004	PRC
HanTing Xingkong (Shanghai) Hotel Management Co., Ltd.	100%	March 3, 2006	PRC
HanTing (Tianjin) Investment Consulting Co., Ltd.	100%	January 16, 2008	PRC
Yiju (Shanghai) Hotel Management Co., Ltd.	100%	April 12, 2007	PRC
HanTing Technology (Suzhou) Co., Ltd.	100%	December 3, 2008	PRC
HanTing (Shanghai) Enterprise Management Co., Ltd.	100%	December 14, 2010	PRC
Starway Hotels (Hong Kong) Limited	100%	May 1, 2012	Hong Kong
Starway Hotel Management (Shanghai) Co., Ltd.	100%	May 1, 2012	PRC
HuaZhu Hotel Management Co., Ltd.	100%	August 16, 2012	PRC
Mengguang Information Technology (Shanghai) Co., Ltd.	100%	February 26, 2014	PRC
Jiangsu Mengguang Information Technology Co., Ltd.	100%	November 7, 2013	PRC
ACL Greater China Limited	100%	December 8, 2015	Hong Kong
Ibis China Investment Limited	100%	August 13, 2007	Hong Kong
Yagao Meihua Hotel Management Co., Ltd.	100%	February 16, 2015	PRC

4.D. Property, Plants and Equipment

Our headquarters are located in Shanghai, China and occupy nearly 8,300 square meters of office space, about 1,500 square meters of which is owned by us and the rest is leased. As of December 31, 2015, we leased 616 out of our 2,763 hotel facilities with an aggregate size of approximately 3.1 million square meters, including approximately 60,000 square meters subleased to third parties. For detailed information about the locations of our hotels, see “Item 4. Information on the Company — B. Business Overview — Our Hotel Network.”

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

5.A. Operating Results

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and the related notes included elsewhere in this annual report on Form 20-F. This discussion may contain forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under “Item 3. Key Information — D. Risk Factors” or in other parts of this annual report on Form 20-F.

Overview

We are a leading and fast-growing multi-brand hotel group in China with leased, manachised and franchised models. Under the lease model, we directly operate hotels typically located on leased properties. Under the manachise model, we manage manachised hotels through the on-site hotel managers we appoint and collect fees from franchisees. Under the franchise model, we provide training, reservation and support services to the franchised hotels and collect fees from franchisees but do not appoint on-site hotel managers. We apply a consistent standard and platform across all of our hotels. As of December 31, 2015, we had 616 leased, 2,067 manachised and 80 franchised hotels in operation and 21 leased hotels and 656 manachised and franchised hotels under development.

As of the date of this annual report, we offer seven hotel brands that are designed to target distinct segments of customers:

- *Joya Hotel*, our upscale brand concept targeting affluent travelers and corporate events. Joya hotels are typically located in central business districts;
- *Manxin Hotels & Resorts*, our mid-to-upscale brand concept targeting leisure travelers, families and small-scale corporate events. Manxin Hotels & Resorts targets popular vacation destinations;
- *Ji Hotel*, our standardized mid-scale limited service hotel product which targets mature and experienced travelers who seek a quality experience in hotel stays, previously marketed first under the name of HanTing Hotel and then HanTing Seasons Hotel;
- *Starway Hotel*, our mid-scale limited service hotel product with variety in design and consistency in quality which targets middle class travelers who seek a spacious room, reasonable price and guaranteed quality;
- *Elan Hotel*, our economy hotel product which targets business travelers, young customers and urban tourists. Elan Hotel is committed to provide a unique business and travel life experience for its guests;
- *HanTing Hotel*, our economy hotel product which targets knowledge workers and value- and quality-conscious travelers, originally marketed under the name of HanTing Express Hotel; and
- *Hi Inn*, our budget hotel product which targets practical and price-conscious travelers, originally marketed under the name of HanTing Hi Inn.

In addition to the seven hotel brands owned by us, we entered into brand franchise agreements with Accor and enjoyed exclusive franchise rights in respect of “Mercure”, “Ibis” and “Ibis Styles” in the PRC, Taiwan and Mongolia and non-exclusive franchise rights in respect of “Grand Mercure” and “Novotel” in the PRC, Taiwan and Mongolia. As a result of our customer-oriented approach, we have developed strong brand recognition and a loyal customer base. In 2015, more than 80% of our room nights were sold to members of HuaZhu Club, our loyalty program.

Our operations commenced with mid-scale limited service hotels and commercial property development and management in 2005. We began our current business of operating and managing a multi-brand hotel group in 2007. Our total revenues grew from RMB4,420.8 million in 2013 to RMB6,110.9 million (US\$943.4 million) in 2015. We had net income attributable to our company of RMB279.9 million, RMB307.3 million and RMB436.6 million (US\$67.4 million) in 2013, 2014 and 2015, respectively. We had net cash provided by operating activities of RMB1,070.2 million, RMB1,454.0 million and RMB1,749.7 million (US\$270.1 million) in 2013, 2014 and 2015, respectively.

Specific factors affecting our results of operations

While our business is affected by factors relating to general economic conditions and the lodging industry in China (see “Item 3. Key Information — D. Risk Factors — Risks Related to Our Business — Our operating results are subject to conditions affecting the lodging industry in general.”), we believe that our results of operations are also affected by company-specific factors, including, among others:

- *The total number of hotels and hotel rooms in our hotel network* . Our revenues largely depend on the size of our hotel network. Furthermore, we believe the expanded geographic coverage of our hotel network will enhance our brand recognition. Whether we can successfully increase the number of hotels and hotel rooms in our hotel group is largely affected by our ability to effectively identify and lease, manachise or franchise additional hotel properties at desirable locations on commercially favorable terms and the availability of funding to make necessary capital investments to open these new hotels.
- *The fixed-cost nature of our business* . A significant portion of our operating costs and expenses, including rent and depreciation and amortization, is relatively fixed. As a result, an increase in our revenues achieved through higher RevPAR generally will result in higher profitability. Vice versa, a decrease in our revenues could result in a disproportionately larger decrease in our earnings because our operating costs and expenses are unlikely to decrease proportionately.
- *The number of new leased hotels under development* . Generally, the operation of each leased hotel goes through three stages: development, ramp-up and mature operations. During the development stage, leased hotels generally incur pre-opening expenses ranging from approximately RMB0.5 to RMB10.0 million per hotel and generate no revenue. During periods when a large number of new leased hotels are under development, the pre-opening expenses incurred may have a significant negative impact on our financial performance.
- *The mix of mature leased hotels, new leased hotels ,manachised hotels and franchised hotels* . When a new hotel starts operation and goes through the ramp-up stage, the occupancy rate is relatively low and the room rate may be subject to discount. Revenues generated by these hotels are lower than those generated by mature hotels and may be insufficient to cover their operating costs, which are relatively fixed in nature and are similar to those of mature hotels. The lower profitability during the ramp-up stage for leased hotels may have a significant negative impact on our financial performance. The length of ramp-up stage may be affected by factors such as hotel size, seasonality and location. New hotels opened in lower-tier cities generally have longer ramp-up period. On average, it takes our hotels approximately six months to ramp up. We define mature leased hotels as those that have been in operation for more than six months. Our mature leased hotels have been and will continue to be the main contributor to our revenues and profit.

Under the manachise and franchise models, we generate revenues from fees we charge to each manachised and franchised hotel while the franchisee bears substantially all the capital expenditures, pre-opening and operational expenses. The hotel operating costs relating to manachised hotels are mainly costs for hotel managers as we hire and send them to manachised hotels.

Key Performance Indicators

We utilize a set of non-financial and financial key performance indicators which our senior management reviews frequently. The review of these indicators facilitates timely evaluation of the performance of our business and effective communication of results and key decisions, allowing our business to react promptly to changing customer demands and market conditions.

Non-financial Key Performance Indicators

Our non-financial key performance indicators consist of (i) change in the total number of hotels and hotel rooms in our hotel group, (ii) RevPAR, especially RevPAR achieved by our leased hotels and (iii) same-hotel RevPAR change.

Change in the total number of hotels and hotel rooms . We track the change in the total number of hotels and hotel rooms in operation to monitor our business expansion. Our total hotels in operation increased from 1,425 in 2013 to 2,763 in 2015 and our total hotel room-nights available for sale increased from 48.1 million in 2013 to 88.4 million in 2015. The following table sets forth various measures of changes in the total number of hotels and hotel rooms as of and for the dates and periods indicated.

	As of December 31,		
	2013	2014	2015
Total hotels in operation	1,425	1,995	2,763
Leased hotels	565	611	616
Manachised hotels	835	1,376	2,067
Franchised hotels	25	8	80
Total hotel rooms in operation	152,879	209,955	278,843
Leased hotels	65,836	72,335	75,436
Manachised hotels	84,437	136,689	196,737
Franchised hotels	2,606	931	6,670
Total hotel room-nights available for sale	48,092,877	65,321,955	88,384,653
Leased hotels	21,731,349	25,286,195	27,093,439
Manachised hotels	25,293,118	39,542,356	60,244,011
Franchised hotels	1,068,410	493,404	1,047,203
Number of cities	249	300	352

RevPAR . RevPAR is a commonly used operating measure in the lodging industry and is defined as the product of average occupancy rates and average daily rates achieved. Occupancy rates of our hotels mainly depend on the locations of our hotels, product and service offering, the effectiveness of our sales and brand promotion efforts, our ability to effectively manage hotel reservations, the performance of managerial and other employees of our hotels, as well as our ability to respond to competitive pressure. From year to year, occupancy of our portfolio may fluctuate as a result of change in the mix of mature and ramp-up hotels, as well as special event such as the Shanghai Expo in 2010. We set the room rates of our hotels primarily based on the location of a hotel, room rates charged by our competitors within the same locality, and our relative brand and product strength in the city or city cluster. From year to year, average daily rate of our portfolio may change due to our yield management practice, city mix change and special events such as Shanghai Expo in 2010. The following table sets forth our RevPAR, average daily room rate and occupancy rate for our leased and manachised hotels for the periods indicated. We did not track the RevPAR, average daily room rate or occupancy rate for our franchised hotels before 2015.

	Year Ended December 31,		
	2013	2014	2015
RevPAR (in RMB)			
Leased hotels	168	169	172
Manachised hotels	159	153	145
Franchised hotels	N/A	N/A	124
Total hotels in operation	163	159	153
Average daily room rate (in RMB)			
Leased hotels	187	190	198
Manachised hotels	174	172	170
Franchised hotels	N/A	N/A	177
Total hotels in operation	180	179	179

	Year Ended December 31,		
	2013	2014	2015
Occupancy rate (as a percentage)			
Leased hotels	90	89	87
Manachised hotels	92	89	85
Franchised hotels	N/A	N/A	70
Total hotels in operation	91	89	85
Weight of hotel room-nights available for sale contributed by leased hotels less than 6 months (as a percentage)	12	7	3

RevPAR may change from period to period due to (i) the change in the mix of our leased hotels in the ramp-up and mature phases, (ii) the change in the mix of our hotels in different cities and locations, (iii) the change in the mix of our hotels of different brands, and (iv) the change in same-hotel RevPAR. The total hotel RevPAR in 2015 is lower than that in 2014, mainly as a result of the relatively soft overall market and the city mix shifting toward lower-tier cities. The total hotel RevPAR in 2014 is lower than that in 2013, mainly as a result of the relatively soft overall market and the city mix shifting toward lower-tier cities, in particular a higher percentage of newly-opened hotels in lower-tier cities as a result of our accelerated growth in manachise business nationwide.

The seasonality of our business may cause fluctuations in our quarterly RevPAR. We typically have the lowest RevPAR in the first quarter due to reduced travel activities in the winter and during the Spring Festival holidays, and the highest RevPAR in the third quarter due to increased travel during the summer. National and regional special events that attract large numbers of people to travel may also cause fluctuations in our RevPAR.

	For the Three Months Ended							
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015
RevPAR (in RMB):								
Leased hotels	151	174	184	166	150	176	188	172
Manachised hotels	143	158	166	145	131	146	159	141
Franchised hotels	N/A	N/A	N/A	N/A	115	126	137	116
Total hotels in operation	146	164	173	153	137	156	167	149

Same-hotel RevPAR change. Our overall RevPAR trend does not reflect the trend of a stable and mature portfolio, because it may fluctuate when city mix and mix of mature and ramp-up hotels change. We track same-hotel year-over-year RevPAR change for hotels in operation for at least 18 months to monitor RevPAR trend for our mature hotels on a comparable basis. The following table sets forth our same-hotel RevPAR for hotels in operation for at least 18 months for the periods indicated.

	For the Three Months Ended							
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015
Number of hotels in operation for at least 18 months	841	959	1,049	1,178	1,280	1,380	1,493	1,612
RevPAR (RMB)	157	176	183	161	145	164	173	154
Same-hotel RevPAR change (as a percentage)	-1	0	0	-3	-5	-4	-3	-3

Financial Key Performance Indicators

Our financial key performance indicators consist of (i) revenues, (ii) operating costs and expenses, (iii) EBITDA and adjusted EBITDA, (iv) hotel income and (v) net cash provided by operating activities.

Revenues . We primarily derive our revenues from operations of our leased hotels and franchise and service fees from our manachised and franchised hotels. Our revenues are subject to a business tax of 5% and other related taxes. The following table sets forth the revenues generated by our leased and manachised and franchised hotels, both in absolute amount and as a percentage of total revenues for the periods indicated.

	Year Ended December 31,					
	2013		2014		2015	
	(RMB)	%	(RMB)	%	(RMB)	(US\$)
	(In thousands except percentages)					
Revenues:						
Leased hotels	3,870,887	87.6	4,522,431	85.9	4,986,872	769,840
Manachised and franchised hotels	549,958	12.4	742,797	14.1	1,123,979	173,512
Total revenues	4,420,845	100.0	5,265,228	100.0	6,110,851	943,352
Less: Business tax and related taxes	252,216	5.7	300,500	5.7	336,227	51,904
Net revenues	4,168,629	94.3	4,964,728	94.3	5,774,624	891,448

- *Leased Hotels* . In 2013, we generated revenues of RMB3,870.9 million from our leased hotels, which accounted for 87.6% of our total revenues for the year. In 2014, we generated revenue of RMB4,522.4 million from our leased hotels, which accounted for 85.9% of our total revenues for the year. In 2015, we generated revenue of RMB4,986.9 million (US\$769.8 million) from our leased hotels, which accounted for 81.6% of our total revenues for the year. We expect that revenues from our leased hotels will continue to constitute a substantial majority of our total revenues in the foreseeable future. As of December 31, 2015, we had 21 leased hotels under development.

For our leased hotels, we lease properties from real estate owners or lessors and we are responsible for hotel development and customization to conform to our standards, as well as for repairs and maintenance and operating costs and expenses of properties over the term of the lease. We are also responsible for all aspects of hotel operations and management, including hiring, training and supervising the hotel managers and employees required to operate our hotels and purchasing supplies. Our typical lease term ranges from ten to 20 years . We typically enjoy an initial two- to six-month rent-free period. We generally pay fixed rent on a quarterly or biannual basis for the first three to five years of the lease term, after which we are generally subject to a 3% to 5% increase every three to five years.

Our revenues generated from leased hotels are significantly affected by the following two operating measures:

- *The total number of room nights available from the leased hotels in our hotel group* . The future growth of revenues generated from our leased hotels will depend significantly upon our ability to expand our hotel group into new locations in China and maintain and further increase our RevPAR at existing hotels. As of December 31, 2015, we had entered into binding contracts with lessors of 21 properties for our leased hotels, which are currently under development.
- *RevPAR achieved by our leased hotels, which represents the product of average daily rates and occupancy rates* . To understand factors impacting our RevPAR, please see “– Non-financial Key Performance Indicators – RevPAR.”
- *Manachised and Franchised Hotels* . In 2013, we generated revenues of RMB550.0 million from our manachised and franchised hotels, which accounted for 12.4% of our total revenues for the year. In 2014, we generated revenues of RMB742.8 million from our manachised and franchised hotels, which accounted for 14.1% of our total revenues for the year. In 2015, we generated revenues of RMB1,124.0 million (US\$173.5 million) from our manachised and franchised hotels, which accounted for 18.4% of our total revenues for the year. We expect that revenues from our manachised and franchised hotels will increase in the foreseeable future as we add more manachised and franchised hotels in our hotel group. We also expect the number of our manachised and franchised hotels as a percentage of the total number of hotels in our network to increase. As of December 31, 2015, we had 656 manachised and franchised hotels under development.

- *Manachised Hotels* . Our franchisees either lease or own their hotel properties and also invest in the renovation of their properties according to our product standards. Our franchisees are typically responsible for the costs of developing and operating the hotels, including renovating the hotels according to our standards, and all of the operating expenses. We directly manage our manachised hotels and impose the same standards for all manachised hotels to ensure product quality and consistency across our hotel network. Management services we provide to our franchisees for our manachised hotels generally include hiring, appointing and training hotel managers, managing reservations, providing sales and marketing support, conducting quality assurance inspections and providing other operational support and information. We believe our manachise model has enabled us to quickly and effectively expand our geographical coverage and market share in a less capital-intensive manner through leveraging the local knowledge and relationships of our franchisees.

We collect fees from our franchisees and do not bear the loss, if any, incurred by our franchisees. They are also responsible for all costs and expenses related to hotel construction and refurbishing. Our franchise and management agreements for manachised hotels typically run for an initial term of eight to ten years. Our franchisees are generally required to pay us a one-time franchise fee ranging between RMB80,000 and RMB300,000. In general, we charge a monthly franchise fee of approximately 5% of the total revenues generated by each manachised hotel. We also collect from franchisees a reservation fee for using our central reservation system and a membership registration fee to service customers who join our HuaZhu Club loyalty program at the manachised hotels. Furthermore, we employ and appoint hotel managers for the manachised hotels and charge the franchisees a monthly fee for such service.

- *Franchised Hotels* . Under our typical franchise agreements, we provide our franchisees with training, central reservation, sales and marketing support, quality assurance inspections and other operational support and information services. We do not appoint hotel managers for our franchised hotels. We collect fees from the franchisees of our franchised hotels and do not bear any loss or share any profit incurred or realized by our franchisees.

Operating Costs and Expenses . Our operating costs and expenses consist of costs for hotel operation, selling and marketing expenses, general and administrative expenses and pre-opening expenses. The following table sets forth the components of our operating costs and expenses, both in absolute amount and as a percentage of net revenues for the periods indicated.

	Year Ended December 31,						
	2013		2014		2015		
	(RMB)	%	(RMB)	%	(RMB)	(US\$)	
	(In thousands except percentages)						
Net revenues	4,168,629	100.0	4,964,728	100.0	5,774,624	891,448	100.0
Operating costs and expenses							
Hotel operating costs:							
Rents	1,255,663	30.1	1,543,651	31.1	1,804,532	278,572	31.2
Utilities	273,314	6.5	323,837	6.5	341,620	52,737	5.9
Personnel costs	638,511	15.3	788,973	15.9	919,555	141,955	15.9
Depreciation and amortization	453,062	10.9	558,833	11.3	645,058	99,580	11.2
Consumables, food and beverage	391,715	9.4	454,795	9.2	485,099	74,886	8.4
Others	169,401	4.1	207,938	4.1	316,283	48,826	5.5
Total hotel operating costs	3,181,666	76.3	3,878,027	78.1	4,512,147	696,556	78.1
Selling and marketing expenses	138,129	3.3	187,435	3.8	179,568	27,720	3.1
General and administrative expenses	284,756	6.8	342,128	6.9	403,008	62,214	7.0
Pre-opening expenses	211,284	5.1	186,325	3.8	110,011	16,983	1.9
Total operating costs and expenses	3,815,835	91.5	4,593,915	92.6	5,204,734	803,473	90.1

- *Hotel Operating Costs* . Our hotel operating costs consist primarily of costs and expenses directly attributable to the operation of our leased and manachised hotels. Leased hotel operating costs primarily include rental payments and utility costs for hotel properties, compensation and benefits for our hotel-based employees, costs of hotel room consumable products and depreciation and amortization of leasehold improvements. Manachised hotel operating costs primarily include compensation and benefits for manachised hotel managers and other limited number of employees directly hired by us, which are recouped by us in the form of monthly service fees. We anticipate that our hotel operating costs in absolute amount will increase as we continue to open new hotels. Our hotel operating costs as a percentage of our total revenue may change from period to period mainly driven by three factors, namely, (i) the hotel operating costs as a percentage of revenues from our leased hotels, (ii) the operating costs, mainly personnel costs, as a percentage of revenues from the manachised and franchised business and (iii) the weight of manachised and franchised hotels in our revenue mix.
- *Selling and Marketing Expenses* . Our selling and marketing expenses consist primarily of commissions to travel intermediaries, expenses for marketing programs and materials, bank fees for processing bank card payments, and compensation and benefits for our sales and marketing personnel, including personnel at our centralized reservation center. We expect that our selling and marketing expenses will increase as our sales increase and as we further expand into new geographic locations and promote our brands.
- *General and Administrative Expenses* . Our general and administrative expenses consist primarily of compensation and benefits for our corporate and regional office employees and other employees who are not sales and marketing or hotel-based employees, travel and communication expenses of our general and administrative staff, costs of third-party professional services, and office expenses for corporate and regional office. We expect that our general and administrative expenses will increase in the near term as we hire additional personnel and incur additional costs in connection with the expansion of our business.
- *Pre-opening Expenses* . Our pre-opening expenses consist primarily of rents, personnel cost, and other miscellaneous expenses incurred prior to the opening of a new leased hotel.

Our pre-opening expenses are largely determined by the number of pre-opening hotels in the pipeline and the rental fees incurred during the development stage. Landlords typically offer a two- to six-month rent-free period at the beginning of the lease. Nevertheless, rental is booked during this period on a straight-line basis. Therefore, a portion of pre-opening expenses is non-cash rental expenses. The following table sets forth the components of our pre-opening expenses for the periods indicated.

	Year Ended December 31,			
	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(US\$)
	(In thousands)			
Rents	186,656	163,155	95,977	14,817
Personnel cost	8,700	7,217	5,903	911
Others	15,928	15,953	8,131	1,255
Total pre-opening expenses	<u>211,284</u>	<u>186,325</u>	<u>110,011</u>	<u>16,983</u>

Our hotel operating costs, selling and marketing expenses and general and administrative expenses include share-based compensation expenses. The following table sets forth the allocation of our share-based compensation expenses, both in absolute amount and as a percentage of total share-based compensation expenses, among the cost and expense items set forth below.

	Year Ended December 31,					
	2013		2014		2015	
	(RMB)	%	(RMB)	%	(RMB)	(US\$)
	(In thousands except percentages)					
Hotel operating costs	4,948	16.2	6,830	21.4	8,835	1,364
Selling and marketing expenses	973	3.2	939	2.9	907	140
General and administrative expenses	24,547	80.6	24,168	75.7	42,793	6,606
Total share-based compensation expenses	30,468	100.0	31,937	100.0	52,535	8,110

We adopted our 2007 Global Share Plan and 2008 Global Share Plan in February and June 2007, respectively, expanded the 2008 Global Share Plan in October 2008, adopted the 2009 Share Incentive Plan in September 2009, and expanded the 2009 Share Incentive Plan in October 2009, August 2010 and March 2015. We have granted options to purchase nil, 319,480 and 118,348 of our ordinary shares in 2013, 2014 and 2015, respectively. We granted 979,950, 1,167,100 and 13,931,961 shares of restricted stock in 2013, 2014 and 2015, respectively. We recognized share-based compensation as compensation expenses in the statement of comprehensive income based on the fair value of equity awards on the date of the grant, with the compensation expenses recognized over the period in which the recipient is required to provide service to us in exchange for the equity award. Share-based compensation expenses have been categorized as hotel operating costs, general and administrative expenses, or selling and marketing expenses, depending on the job functions of the grantees.

EBITDA and Adjusted EBITDA. We use earnings before interest income, interest expense, tax expense (benefit) and depreciation and amortization, or EBITDA, a non-GAAP financial measure, to assess our results of operations before the impact of investing and financing transactions and income taxes. Given the significant investments that we have made in leasehold improvements, depreciation and amortization expense comprises a significant portion of our cost structure. We believe that EBITDA is widely used by other companies in the lodging industry and may be used by investors as a measure of our financial performance. We also use Adjusted EBITDA, another non-GAAP measure, which is defined as EBITDA before share-based compensation expenses. We present Adjusted EBITDA because it is used by our management to evaluate our operating performance. We also believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our consolidated results of operations in the same manner as our management and in comparing financial results across accounting periods and to those of our peer companies.

The following tables present certain unaudited financial data and selected operating data as of and for the years ended December 31, 2013, 2014 and 2015:

Non-GAAP Financial Data	Year Ended December 31,			
	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(US\$)
	(In thousands)			
EBITDA ⁽¹⁾	841,781	969,546	1,271,675	196,312
Adjusted EBITDA ⁽¹⁾	872,249	1,001,483	1,324,210	204,422

(1) We believe that EBITDA is a useful financial metric to assess our operating and financial performance before the impact of investing and financing transactions and income taxes. Given the significant investments that we have made in leasehold improvements, depreciation and amortization expense comprises a significant portion of our cost structure. In addition, we believe that EBITDA is widely used by other companies in the lodging industry and may be used by investors as a measure of our financial performance. We believe that EBITDA will provide investors with a useful tool for comparability between periods because it eliminates depreciation and amortization expense attributable to capital expenditures. We also use Adjusted EBITDA, which is defined as EBITDA before share-based compensation expenses. We present Adjusted EBITDA because it is used by our management to evaluate our operating performance. We also believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our consolidated results of operations in the same manner as our management and in comparing financial results across accounting periods and to those of our peer companies. Our calculation of EBITDA and Adjusted EBITDA does not deduct foreign exchange gain, which was RMB0.02 million in 2013, or foreign exchange loss, which was RMB0.2 million in 2014, or foreign exchange gain, which was RMB7.8 million (US\$1.2 million) in 2015. The presentation of EBITDA and Adjusted EBITDA should not be construed as an indication that our future results will be unaffected by other charges and gains we consider to be outside the ordinary course of our business.

The use of EBITDA and Adjusted EBITDA has certain limitations. Depreciation and amortization expense for various long-term assets, income tax, interest income and interest expense have been and will be incurred and are not reflected in the presentation of EBITDA. Share-based compensation expenses have been and will be incurred and are not reflected in the presentation of Adjusted EBITDA. Each of these items should also be considered in the overall evaluation of our results. Additionally, EBITDA or Adjusted EBITDA does not consider capital expenditures and other investing activities and should not be considered as a measure of our liquidity. We compensate for these limitations by providing the relevant disclosure of our depreciation and amortization, interest income, interest expense, income tax expense, share-based compensation expenses, capital expenditures and other relevant items both in our reconciliations to the U.S. GAAP financial measures and in our consolidated financial statements, all of which should be considered when evaluating our performance.

The terms EBITDA and Adjusted EBITDA are not defined under U.S. GAAP, and neither EBITDA nor Adjusted EBITDA is a measure of net income, operating income, operating performance or liquidity presented in accordance with U.S. GAAP. When assessing our operating and financial performance, you should not consider this data in isolation or as a substitute for our net income, operating income or any other operating performance measure that is calculated in accordance with U.S. GAAP. In addition, our EBITDA or Adjusted EBITDA may not be comparable to EBITDA or Adjusted EBITDA or similarly titled measures utilized by other companies since such other companies may not calculate EBITDA or Adjusted EBITDA in the same manner as we do.

A reconciliation of EBITDA and Adjusted EBITDA to net income, which is the most directly comparable U.S. GAAP measure, is provided below:

	For the Year Ended December 31,			
	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(US\$)
	(in thousands)			
Net income attributable to our company	279,858	307,348	436,600	67,399
Interest income	(6,856)	(23,162)	(26,712)	(4,124)
Interest expense	813	1,533	3,854	595
Tax expense	104,820	113,105	196,529	30,339
Depreciation and amortization	463,146	570,722	661,404	102,103
EBITDA (Non-GAAP)	841,781	969,546	1,271,675	196,312
Share-based compensation expenses	30,468	31,937	52,535	8,110
Adjusted EBITDA (Non-GAAP)	872,249	1,001,483	1,324,210	204,422

Hotel Income. Hotel income is the difference between net revenues and hotel operating costs. Hotel income was RMB1,262.5 million (US\$194.9 million) for 2015, compared with RMB1,086.7 million for 2014. The year-over-year increase was mainly due to higher hotel income generated from our expanded network of manachised and franchised hotels and mature leased hotels.

We track Hotel Income separately for our leased hotels, as well as for manachised and franchised hotels. The hotel income from the leased hotels was RMB456.0 million (US\$70.4 million) for the full year of 2015. The hotel income from the manachised and franchised hotels was RMB806.5 million (US\$124.5 million) during the full year of 2015, or accounting for approximately 63.9% of total hotel income.

Net Cash Provided by Operating Activities . Our net cash provided by operating activities is primarily attributable to our net income, add-backs from share-based compensation expenses, depreciation and amortization and deferred rent and changes in deferred revenue and prepaid rent. We use net cash provided by operating activities to assess the cash generation capability and return profile of our business. Compared with EBITDA, net cash provided by operating activities neutralizes the impact of straight-line based rental accounting and timing difference in certain areas of revenue recognition when assessing the return profile and profitability of our business. We had net cash provided by operating activities of RMB1,070.2 million, RMB1,454.0 million and RMB1,749.7 million (US\$270.1 million) in 2013, 2014 and 2015, respectively. The year-over-year increase was mainly due to the expansion of our hotel network. We expect that our net cash provided by operating activities will continue to increase as we further expand our hotel network.

Taxation

We are incorporated in the Cayman Islands. Under the current law of the Cayman Islands, we are not subject to income or capital gains tax. In addition, dividend payments we make are not subject to withholding tax in the Cayman Islands.

China Lodging HK and Starway HK are subject to a profit tax at the rate of 16.5% on assessable profit determined under relevant Hong Kong tax regulations. To date, neither China Lodging HK nor Starway HK has been required to pay profit tax as it had no assessable profit.

China Lodging Singapore is subject to Singapore corporate income tax at a rate of 17% in 2015. No Singapore profit tax has been provided as we have not had assessable profit that was earned in or derived from Singapore during the years presented.

On March 16, 2007, the National People's Congress passed the Enterprise Income Tax Law, and on December 6, 2007, the PRC State Council issued the *Implementation Regulations of the Enterprise Income Tax Law*, both of which became effective on January 1, 2008. The Enterprise Income Tax Law and its Implementation Regulations, or the EIT Law, applies a uniform 25% enterprise income tax rate to both foreign-invested enterprises and domestic enterprises.

The EIT Law imposes a withholding tax of 10% on dividends distributed by a PRC foreign-invested enterprise to its immediate holding company outside of China, if such immediate holding company is considered a "non-resident enterprise" without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Holding companies in Hong Kong, for example, are subject to a 5% withholding tax rate. The Cayman Islands, where we are incorporated, does not have such a tax treaty with China. Thus, dividends paid to us by our subsidiaries in China may be subject to the 10% withholding tax if we are considered a "non-resident enterprise" under the EIT Law. See "Item 3. Key Information — D. Risk Factors — Risks Related to Doing Business in China — It is unclear whether we will be considered as a PRC 'resident enterprise' under the EIT Law, and depending on the determination of our PRC 'resident enterprise' status, dividends paid to us by our PRC subsidiaries may be subject to PRC withholding tax, we may be subject to 25% PRC income tax on our worldwide income, and holders of our ADSs or ordinary shares may be subject to PRC withholding tax on dividends paid by us and gains realized on their transfer of our ADSs or ordinary shares."

Critical Accounting Policies

We prepare financial statements in accordance with U.S. GAAP, which requires us to make judgments, estimates and assumptions that affect the reported amounts of our assets and liabilities and the disclosure of our contingent assets and liabilities at the end of each fiscal period and the reported amounts of revenues and expenses during each fiscal period. We continue to evaluate these judgments and estimates based on our own historical experience, knowledge and assessment of current business and other conditions, our expectations regarding the future based on available information and assumptions that we believe to be reasonable, which together form our basis for making judgments about matters that are not readily apparent from other sources. Since the use of estimates is an integral component of the financial reporting process, our actual results could differ from those estimates. Some of our accounting policies require a higher degree of judgment than others in their application.

The selection of critical accounting policies, the judgments and other uncertainties affecting application of those policies and the sensitivity of reported results to changes in conditions and assumptions are factors that should be considered when reviewing our financial statements. We believe the following accounting policies involve the most significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition

Our revenues from leased hotels are derived from operations of leased hotels, including the rental of rooms, food and beverage sales and souvenir sales. Revenues are recognized when rooms are occupied and food and beverages and souvenirs are sold.

Our revenues from manachised and franchised hotels are derived from franchise agreements where the franchisees are required to pay (i) an initial one-time franchise fee and (ii) an ongoing franchise fee, the major part of which is charged at approximately 5.0% of the revenues of the manachised and franchised hotels. Aside from the revenue-based fee, we also charge a central reservation system usage fee and a monthly system maintenance and support fee which are recognized when services are provided. The one-time franchise fee, which is non-refundable, is recognized when the manachised and franchised hotel opens for business, and we have fulfilled all our commitments and obligations, including assistance to the franchisees in property design, leasehold improvement construction project management, systems installation, personnel recruiting and training. Ongoing franchise fees are recognized when the underlying service revenues are recognized by the franchisees' operations. The system maintenance, support fee and central reservation system usage fee is recognized when services are provided.

We account for hotel manager fees related to the hotels under the manachise program as revenues. Pursuant to the franchise agreements under the manachise program, we charge the franchisees fixed hotel manager fees to cover the manachised hotel managers' salaries, social welfare benefits and certain other out-of-pocket expenses that we incur on behalf of the manachised hotels. The hotel manager fee is recognized as revenue monthly. During the years ended December 31, 2013, 2014 and 2015, the hotel manager fees that were recognized as revenue were RMB116.9 million, RMB166.6 million and RMB261.7 million (US\$40.4 million), respectively.

Revenues derived from selling membership cards at leased, manachised and franchised hotels are earned on a straight-line basis over the estimated membership life which is estimated to be approximately two to five years dependent upon membership level. Membership life is estimated at the time the membership card is sold based on management's industry experience and data accumulated by our company, including usage frequency and actual attrition. These estimates are updated regularly to reflect actual membership retention.

Long-Lived Assets

We evaluate the carrying value of our long-lived assets for impairment by comparing the expected undiscounted future cash flows of the assets to the net book value of the assets if certain trigger events occur, such as receiving government zoning notification. Inherent in reviewing the carrying amounts of the long-lived assets is the use of various estimates. First, our management must determine the usage of the asset. Impairment of an asset is more likely to be recognized where and to the extent our management decides that such asset may be disposed of or sold. Assets must be tested at the lowest level, generally the individual hotel, for which identifiable cash flows exist. If the expected undiscounted future cash flows are less than the net book value of the assets, the excess of the net book value over the estimated fair value is charged to current earnings. Fair value is based upon discounted cash flows of the assets at a rate deemed reasonable for the type of asset and prevailing market conditions, appraisals and, if appropriate, current estimated net sales proceeds from pending offers. Future cash flow estimates are, by their nature, subjective and actual results may differ materially from our estimates. If our ongoing estimates of future cash flows are not met, we may have to record additional impairment charges in future accounting periods. Our estimates of cash flow are based on the current regulatory, social and economic climates where we conduct our operations as well as recent operating information and budgets for our business. These estimates could be negatively impacted by changes in laws and regulations, economic downturns, or other events affecting various forms of travel and access to our hotels.

Goodwill Impairment

Goodwill is required to be tested for impairment at least annually or more frequently if events or changes in circumstances indicate that these assets might be impaired. If we determine that the carrying value of our goodwill has been impaired, the carrying value will be written down.

We complete a two-step goodwill impairment test. The first step compares the fair values of each reporting unit to its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill is not considered to be impaired and the second step will not be required. If the carrying value of a reporting unit exceeds its fair value, we would perform the second step in our assessment process and record an impairment loss to earnings to the extent the carrying amount of the reporting unit's goodwill exceeds its implied fair value. We estimate the fair value of each reporting unit through internal analysis and external valuations, which utilize income and market valuation approaches through the application of capitalized earnings and discounted cash flow. These valuation techniques are based on a number of estimates and assumptions, including the projected future operating results of the reporting unit, appropriate discount rates and long-term growth rates. The significant assumptions regarding our future operating performance are revenue growth rates, discount rates and terminal values. If any of these assumptions changes, the estimated fair value of our reporting unit will change, which could affect the amount of goodwill impairment charges, if any. We perform the annual goodwill impairment test on November 30.

Customer Loyalty Program

HuaZhu Club is our customer loyalty program. Our members can earn points based on spending at our leased, manachised and franchised hotels and participating in certain marketing programs. These points can be redeemed for gifts or offset the room charges in our hotels within two years after the points are earned. Management determines the fair value of the future redemption obligation based on certain formulas which project the future point redemption behavior based on historical experience, including an estimate of points that will never be redeemed, and an estimate of the points that will eventually be redeemed as well as the cost to be incurred in conjunction with the point redemption. The actual expenditure may differ from the estimated liability recorded.

Income Taxes

The provision for income taxes has been determined using the asset and liability approach of accounting for income taxes. Under this approach, we recognize deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and tax basis of assets and liabilities. A valuation allowance is required to reduce the carrying amounts of deferred tax assets if, based on the available evidence, it is more likely than not that such assets will not be realized. Accordingly, the need to establish valuation allowances for deferred tax assets is assessed periodically based on a more-likely-than-not realization threshold. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the duration of statutory carryforward periods, our experience with operating loss in the China's limited service hotel industry, tax planning strategy implemented and other tax planning alternatives. Prior to 2009, we had significant operating losses attributable to rapid expansion and related pre-opening costs incurred. As of December 31, 2013, 2014 and 2015, we had deferred tax assets generated from net loss carryforward after valuation allowance of RMB39.4 million, RMB50.5 million and RMB66.4 million (US\$10.2 million), respectively. We expect many of our hotels that were put in operation since 2010 will become mature and generate sufficient taxable profit to utilize the substantial portion of the net loss carryforward. If our operating results are less than currently projected and there is no objectively verifiable evidence to support the realization of our deferred tax asset, additional valuation allowance may be required to further reduce our deferred tax asset. The reduction of the deferred tax asset could increase our income tax expenses and have an adverse effect on our results of operations and tangible net worth in the period in which the allowance is recorded.

The provision for income taxes represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Our tax rate is based on expected income, statutory tax rates and tax planning opportunities available in the various jurisdictions in which we operate. For interim financial reporting, we estimate the annual tax rate based on projected taxable income for the full year and record a quarterly income tax provision in accordance with the anticipated annual rate. As the year progresses, we refine the estimates of the year's taxable income as new information becomes available, including year-to-date financial results. This continual estimation process often results in a change to our expected effective tax rate for the year. When this occurs, we adjust the income tax provision during the quarter in which the change in estimate occurs so that the year-to-date provision reflects the expected annual tax rate. Significant judgment is required in determining our effective tax rate and in evaluating its tax positions.

We recognize a tax benefit associated with an uncertain tax position when, in our judgment, it is more likely than not that the position will be sustained upon examination by a taxing authority. For a tax position that meets the more-likely-than-not recognition threshold, we initially and subsequently measure the tax benefit as the largest amount that we judge to have a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority. Our liability associated with unrecognized tax benefits is adjusted periodically due to changing circumstances, such as the progress of tax audits, case law developments and new or emerging legislation. Such adjustments are recognized entirely in the period in which they are identified. Our effective tax rate includes the net impact of changes in the liability for unrecognized tax benefits and subsequent adjustments as considered appropriate by management. We classify interests and penalties recognized on the liability for unrecognized tax benefits as income tax expense.

Share-Based Compensation

The costs of share based payments are recognized in our consolidated financial statements based on their grant-date fair value over the vesting. We determine fair value of our share options as of the grant date using binomial option pricing model and the fair value of our nonvested restricted stocks as of the grant date based on the fair market value of the underlying ordinary shares. Under the binomial option pricing model, we make a number of assumptions regarding fair value including the expected price multiple at which employee are likely to exercise stock options, the expected volatility of our future ordinary share price, the risk free interest rate and the expected dividend yield. In July 2012, we granted (i) nonvested restricted stocks with market conditions, the fair value of which was determined using a Monte Carlo simulation, and (ii) options and nonvested restricted stocks with performance conditions. Determining the value of our share-based compensation expense in future periods also requires the input of subjective assumptions around estimated forfeitures of the underlying shares and likely future performance. The compensation expenses for the awards with performance conditions based upon our judgment of likely future performance and may be adjusted in future periods depending on actual performance. The compensation expenses for the awards with market conditions are recognized during the requisite service period, even if the market condition is never satisfied. We estimate our forfeitures based on past employee retention rates, our expectations of future retention rates, and we will prospectively revise our forfeiture rates based on actual history. We estimate our future performance based on our historical results. Our compensation charges may change based on changes to our assumptions.

Results of Operations

The following table sets forth a summary of our consolidated results of operations, both in absolute amount and as a percentage of net revenues for the periods indicated. This information should be read together with our consolidated financial statements and related notes included elsewhere in this annual report.

We have grown rapidly since we began our current business of operating and managing a multi-brand hotel group in 2007. Our relatively limited operating history makes it difficult to predict our future operating results. We believe that the year-to-year comparison of operating results should not be relied upon as being indicative of future performance.

	For the Year Ended December 31,					
	2013		2014		2015	
	RMB	%	RMB	%	(RMB)	(US\$)
(In thousands except percentages)						
Consolidated Statement of Comprehensive Income Data:						
Revenues:						
Leased hotels	3,870,887	92.9	4,522,431	91.1	4,986,872	769,840
Manachised and franchised hotels	549,958	13.2	742,797	15.0	1,123,979	173,512
Total revenues	4,420,845	106.1	5,265,228	106.1	6,110,851	943,352
Less: Business tax and related taxes	252,216	6.1	300,500	6.1	336,227	51,904
Net revenues	4,168,629	100.0	4,964,728	100.0	5,774,624	891,448
Operating costs and expenses(1):						
Hotel operating costs	3,181,666	76.3	3,878,027	78.1	4,512,147	696,556
Selling and marketing expenses	138,129	3.3	187,435	3.8	179,568	27,720
General and administrative expenses	284,756	6.8	342,128	6.9	403,008	62,214
Pre-opening expenses	211,284	5.1	186,325	3.8	110,011	16,983
Total operating costs and expenses	3,815,835	91.5	4,593,915	92.6	5,204,734	803,473
Other operating income	27,750	0.6	18,551	0.5	31,264	4,827
Income from operations	380,544	9.1	389,364	7.9	601,154	92,802
Interest income	6,856	0.2	23,162	0.5	26,712	4,124
Interest expenses	813	0.0	1,533	0.0	3,854	595
Other income	1,907	0.0	4,749	0.1	4,083	630
Foreign exchange gain (loss)	21	0.0	(246)	0.0	7,814	1,206
Income before income taxes	388,515	9.3	415,496	8.5	635,909	98,167
Income tax expense	104,820	2.5	113,105	2.3	196,529	30,339
Net income	283,695	6.8	302,391	6.2	439,380	67,828
Less: net income (loss) attributable to noncontrolling interest	3,837	0.1	(4,957)	(0.1)	2,780	429
Net income attributable to China Lodging Group, Limited	279,858	6.7	307,348	6.3	436,600	67,399

Note: (1) Includes share-based compensation expenses as follows:

	Year Ended December 31,			
	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(US\$)
(In thousands)				
Share-based compensation expenses	30,468	31,937	52,535	8,110

Year Ended December 31, 2015 Compared to Year Ended December 31, 2014

Revenues . Our net revenues increased by 16.3% from RMB4,964.7 million in 2014 to RMB5,774.6 million (US\$891.4 million) in 2015.

- *Leased Hotels* . Revenues from our leased hotels increased by 10.3% from RMB4,522.4 million in 2014 to RMB4,986.9 million (US\$769.8 million) in 2015. This increase was primarily due to our continued expansion of leased hotels from 611 hotels and 72,335 hotel rooms as of December 31, 2014 to 616 hotels and 75,436 hotel rooms as of December 31, 2015. The slight increase of RevPAR for our leased hotels from RMB169 in 2014 to RMB172 (US\$26.6) in 2015 was also attributable to the increase.
- *Manachised and Franchised Hotels* . Revenues from our manachised and franchised hotels increased by 51.3% from RMB742.8 million in 2014 to RMB1,124.0 million (US\$173.5 million) in 2015. This increase was primarily due to our continued expansion of manachised hotels from 1,376 hotels and 136,689 hotel rooms as of December 31, 2014 to 2,067 hotels and 196,737 hotel rooms as of December 31, 2015, partially offset by a decrease in RevPAR. RevPAR for our manachised hotels decreased from RMB153 in 2014 to RMB145 (US\$22.4) in 2015, primarily due to the relatively soft overall market and the city mix shifting toward lower-tier cities, in particular a higher percentage of newly-opened hotels in lower-tier cities as a result of our accelerated growth in manachise business nationwide.

Operating Costs and Expenses . Our total operating costs and expenses increased by 13.3% from RMB4,593.9 million in 2014 to RMB5,204.7 million (US\$803.5 million) in 2015.

- *Hotel Operating Costs* . Our hotel operating costs increased by 16.4% from RMB3,878.0 million in 2014 to RMB4,512.1 million (US\$696.6 million) in 2015. This increase was primarily due to our expansion of leased hotels from 611 hotels as of December 31, 2014 to 616 hotels as of December 31, 2015. The increase in personnel costs, part of hotel operating costs, was also attributable to our expansion of manachised hotels from 1,376 hotels as of December 31, 2014 to 2,067 hotels as of December 31, 2015. Our hotel operating costs as a percentage of net revenues in 2015 remained the same as 78.1% in 2014.
- *Selling and Marketing Expenses* . Our selling and marketing expenses decreased by 4.2% from RMB187.4 million in 2014 to RMB179.6 million (US\$27.7 million) in 2015. Our selling and marketing expenses as a percentage of net revenues decreased from 3.8% in 2014 to 3.1% in 2015. The decrease was mainly attribute to lower marketing spending as a result of our well-established brand and reputation.
- *General and Administrative Expenses* . Our general and administrative expenses increased from RMB342.1 million in 2014 to RMB403.0 million (US\$62.2 million) in 2015, primarily as a result of our business expansion. Our general and administrative expenses as a percentage of net revenues remained relatively stable in 2014 and 2015.
- *Pre-opening Expenses* . Our pre-opening expenses decreased from RMB186.3 million in 2014 to RMB110.0 million (US\$17.0 million) in 2015. Our pre-opening expenses as a percentage of net revenues decreased from 3.8% in 2014 to 1.9% in 2015. These decreases were primarily due to fewer leased hotels opened and in the pipeline in 2015.

Other Operating Income. Our other operating income was RMB18.6 million and RMB31.3 million (US\$4.8 million) in 2014 and 2015, respectively, which mainly includes government grants and gain or loss arising from the write-off of property and equipment associated with the leased hotels demolished.

Income from Operations . As a result of the foregoing, we had income from operations of RMB601.2 million (US\$92.8 million) in 2015, compared to income from operations of RMB389.4 million in 2014.

Interest Income (Expense), Net . Our net interest income was RMB22.8 million (US\$3.5 million) in 2015. Our interest income was RMB26.7 million (US\$4.1 million) in 2015, and our interest expense was RMB3.9 million (US\$0.6 million). Our net interest income was RMB21.7 million in 2014. Our interest income was RMB23.2 million in 2014, and our interest expense was RMB1.5 million. The increase in interest income from 2014 to 2015 was primarily due to the increase in our cash and cash equivalents and loans to franchisees.

Other Income (Expense) . Our other income was RMB4.7 million and RMB4.1 million (US\$0.6 million) in 2014 and 2015, respectively, primarily attributable to reimbursement from the depositary of our ADSs for certain expenses incurred by us in respect of the ADR program established pursuant to the deposit agreement and profit sharing in our joint ventures.

Foreign Exchange Loss or Gain . We had foreign exchange gain of RMB7.8 million (US\$1.2 million) in 2015, compared to foreign exchange loss of RMB0.2 million in 2014. Our foreign exchange gain in 2015 was primarily attributable to the depreciation of the Renminbi against the U.S. dollar in 2015.

Income Tax Expense . Our tax expenses increased from RMB113.1 million in 2014 to RMB196.5 million (US\$30.3 million) in 2015, primarily due to the increase in our income before income taxes from RMB415.5 million in 2014 to RMB635.9 million (US\$98.2 million) in 2015. Our effective tax rate in 2015 was 30.9%, which increased from 27.2% in 2014, primarily due to the effect of accrued withholding tax on cash dividends.

Net Income Attributable to Noncontrolling Interest . Net income attributable to noncontrolling interest represents joint venture partners' share of our net income based on their equity interest in the leased hotels owned by the joint ventures. Net income attributable to noncontrolling interest was RMB2.8 million (US\$0.4 million) in 2015, compared to the net loss attributable to noncontrolling interest of RMB5.0 million in 2014, primarily due to decreased losses of some joint ventures.

Net Income Attributable to China Lodging Group, Limited . As a result of the foregoing, we had net income attributable to China Lodging Group, Limited of RMB436.6 million (US\$67.4 million) in 2015 compared to net income attributable to China Lodging Group, Limited of RMB307.3 million in 2014.

EBITDA and Adjusted EBITDA . EBITDA (non-GAAP) was RMB1,271.7 million (US\$196.3 million) in 2015, compared with EBITDA of RMB969.5 million in 2014. Adjusted EBITDA (non-GAAP) increased from RMB1,001.5 million in 2014 to RMB1,324.2 million (US\$204.4 million) in 2015. This change was primarily due to the expansion of our hotel network.

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

Revenues . Our net revenues increased by 19.1% from RMB4,168.6 million in 2013 to RMB4,964.7 million in 2014.

- *Leased Hotels* . Revenues from our leased hotels increased by 16.8% from RMB3,870.9 million in 2013 to RMB4,522.4 million in 2014. This increase was primarily due to our continued expansion of leased hotels from 565 hotels and 65,836 hotel rooms as of December 31, 2013 to 611 hotels and 72,335 hotel rooms as of December 31, 2014. The slight increase of RevPAR for our leased hotels from RMB168 in 2013 to RMB169 in 2014 was also attributable to the increase.
- *Manachised and Franchised Hotels* . Revenues from our manachised and franchised hotels increased by 35.1% from RMB550.0 million in 2013 to RMB742.8 million in 2014. This increase was primarily due to our continued expansion of manachised hotels from 835 hotels and 84,437 hotel rooms as of December 31, 2013 to 1,376 hotels and 136,689 hotel rooms as of December 31, 2014, partially offset by a decrease in RevPAR. RevPAR for our manachised hotels decreased from RMB159 in 2013 to RMB153 in 2014, primarily due to the relatively soft overall market and the city mix shifting toward lower-tier cities, in particular a higher percentage of newly-opened hotels in lower-tier cities as a result of our accelerated growth in manachise business nationwide.

Operating Costs and Expenses . Our total operating costs and expenses increased by 20.4% from RMB3,815.8 million in 2013 to RMB4,593.9 million in 2014.

- *Hotel Operating Costs* . Our hotel operating costs increased by 21.9% from RMB3,181.7 million in 2013 to RMB3,878.0 million in 2014. This increase was primarily due to our expansion of leased hotels from 565 hotels as of December 31, 2013 to 611 hotels as of December 31, 2014. The increase in personnel costs, part of hotel operating costs, was also attributable to our expansion of manachised hotels from 835 hotels as of December 31, 2013 to 1,376 hotels as of December 31, 2014. Our hotel operating costs as a percentage of net revenues increased from 76.3% in 2013 to 78.1% in 2014. The year-over-year increase in the percentage was mainly attributed to the decreased RevPAR and the increased number of midscale leased hotels in the ramping-up stage.

- *Selling and Marketing Expenses* . Our selling and marketing expenses increased by 35.7% from RMB138.1 million in 2013 to RMB187.4 million in 2014. Our selling and marketing expenses as a percentage of net revenues increased from 3.3% in 2013 to 3.8% in 2014. The increase was mainly due to various promotional activities to attract new Huazhu Club members in 2014. The members of our HuaZhu Club increased from more than 15 million to more than 31 million. The increase was also attributable to the increased reservations for new brands through third-party agencies in 2014.
- *General and Administrative Expenses* . Our general and administrative expenses increased from RMB284.8 million in 2013 to RMB342.1 million in 2014, primarily as a result of our business expansion, IT development and brand portfolio growth. Our general and administrative expenses as a percentage of net revenues remained relatively stable in 2013 and 2014.
- *Pre-opening Expenses* . Our pre-opening expenses decreased from RMB211.3 million in 2013 to RMB186.3 million in 2014. Our pre-opening expenses as a percentage of net revenues decreased from 5.1% in 2013 to 3.8% in 2014. These decreases were primarily due to fewer leased hotels opened and in the pipeline in 2014 and enlarged revenue base.

Other Operating Income . Our other operating income was RMB27.8 million and RMB18.6 million in 2013 and 2014, respectively, which mainly includes government grants and gain or loss arising from the write-off of property and equipment associated with the leased hotels demolished due to government zoning.

Income from Operations . As a result of the foregoing, we had income from operations of RMB389.4 million in 2014, compared to income from operations of RMB380.5 million in 2013.

Interest Income (Expense), Net . Our net interest income was RMB21.7 million in 2014. Our interest income was RMB23.2 million in 2014, and our interest expense was RMB1.5 million. Our net interest income was RMB6.0 million in 2013. Our interest income was RMB6.9 million in 2013, and our interest expense was RMB0.9 million. The increase in interest income from 2013 to 2014 was primarily due to the significant increase in our cash and cash equivalents.

Other Income (Expense) . Our other income was RMB1.9 million and RMB4.7 million in 2013 and 2014, respectively, primarily attributable to reimbursement from the depositary of our ADSs for certain expenses incurred by us in respect of the ADR program established pursuant to the deposit agreement and profit sharing in our joint ventures.

Foreign Exchange Loss or Gain . We had foreign exchange loss of RMB0.2 million in 2014, compared to foreign exchange gain of RMB0.02 million in 2013. Our foreign exchange loss in 2014 was primarily attributable to the depreciation of the Renminbi against the U.S. dollar in 2014.

Income Tax Expense . Our tax expenses increased from RMB104.8 million in 2013 to RMB113.1 million in 2014, primarily due to the increase in our income before income taxes from RMB388.5 million in 2013 to RMB415.5 million in 2014. Our effective tax rate in 2014 was 27.2%, which remained relatively stable compared to 27.0% in 2013.

Net Income Attributable to Noncontrolling Interest . Net income attributable to noncontrolling interest represents joint venture partners' share of our net income based on their equity interest in the leased hotels owned by the joint ventures. Net income attributable to noncontrolling interest was RMB3.8 million in 2013. Net loss attributable to noncontrolling interest was RMB5.0 million in 2014, primarily due to losses of some joint ventures.

Net Income Attributable to China Lodging Group, Limited . As a result of the foregoing, we had net income attributable to China Lodging Group, Limited of RMB307.3 million in 2014 compared to net income attributable to China Lodging Group, Limited of RMB279.9 million in 2013.

EBITDA and Adjusted EBITDA . EBITDA (non-GAAP) was RMB969.5 million in 2014, compared with EBITDA of RMB841.8 million in 2013. Adjusted EBITDA (non-GAAP) increased from RMB872.2 million in 2013 to RMB1,001.5 million in 2014. This change was primarily due to the expansion of our hotel network.

Outstanding Indebtedness

In March 2012, we entered into a credit facility with the Industrial and Commercial Bank of China under which we can draw down up to RMB500.0 million, subject to adjustment, by May 21, 2015 with the final tranche of repayment due in March 2017. The interest rate for each draw down is established on the draw-down date and is adjusted annually, based on the loan interest rate stipulated by the People's bank of China for the corresponding period. As of December 31, 2012, we had drawn down this credit facility of RMB1.0 million and repaid RMB1.0 million and RMB100.0 million of this credit facility expired. As of December, 31, 2013, we had drawn down nil and had available credit facility of RMB399.0 million for future borrowing. As of December, 31, 2014, we had drawn down nil and had available credit facility of RMB399.0 million for future borrowing. This facility expired on May 21, 2015. The weighted average interest rate for borrowings drawn under such credit was 6.9% for the year ended December 31, 2012.

In September 2012, we entered into a three-year revolving credit facility with China Merchants Bank under which we can borrow up to RMB300.0 million by October 9, 2015. As of December 31, 2012, 2013 and 2014, we had drawn down this credit facility of nil, RMB104.5 million and nil and repaid nil, RMB104.5 million and nil, respectively. In December 2013, we renewed the bank credit facility under which we can borrow up to RMB500.0 million by December 11, 2016. As of December 31, 2015, we had drawn down RMB100.0 million and repaid RMB100.0 million. The interest rate under this credit facility was 6.0% and 5.61% for the year ended December 31, 2013 and 2015. A letter of guarantee of RMB0.7 million was issued under this credit facility in 2013, and RMB499.3 million was available for future borrowing as of December 31, 2015.

In December 2012, we entered into a thirty-month credit facility with Luso International Banking Ltd. under which we can borrow up to US\$10.0 million by April 5, 2013. The interest rate for each draw-down is established on the draw-down date and is based on the twelve-month London Interbank Offered Rate on the draw-down date plus a margin of 2.7%. Each draw-down will be guaranteed by a letter of guarantee or a stand-by letter of credit. As of December 31, 2013, we had drawn down US\$0.2 million and repaid US\$0.2 million and the credit facility had expired. The weighted average interest rate for borrowings drawn under such credit facility was 3.54% for the year ended December 31, 2013.

In December 2013, we entered into a one-year entrusted loan agreement with a subsidiary of Ctrip.com International, Ltd., or Ctrip, and the China Construction Bank Corporation, Shanghai Minhang Subbranch, pursuant to which we can borrow up to RMB300.0 million for a period from January 6, 2014 to January 5, 2015. The interest rate of this loan is 5.4%. According to a guarantee letter between Ctrip and us, if the loan is in default, we shall settle the unpaid principal and interest with a number of our ordinary shares at market price. As of December 31, 2014, we had drawn down RMB300.0 million and repaid RMB300.0 million, and thus had nil balance under such entrusted loan agreement.

In July 2015, we entered into a one-year bank loan agreement with Industrial and Commercial Bank of China, under which we can borrow up to US\$30.0 million for the period ended May 30, 2016, and we had a RMB220.0 million deposit pledged accordingly. The interest rate is based on the three-month London Interbank Offered Rate ("Libor") on draw-down date plus 1.2%. As of December 31, 2015, we had drawn down US\$30.0 million under this agreement and repaid US\$30.0 million. The weighted average interest rate of borrowings drawn under this agreement was 1.49% for the year ended December 31, 2015.

In July 2015, we entered into a one-year bank loan agreement with Industrial and Commercial Bank of China, under which we can borrow up to US\$50 million for the period ended June 30, 2016, and we had a RMB360.0 million deposit pledged accordingly. The interest rate is based on the three-month Libor on draw-down date plus 1.2%. As of December 2015, we had drawn down US\$50.0 million under this agreement. The weighted average interest rate of borrowings drawn under this agreement was 1.50% for the year ended December 31, 2015.

5.B. Liquidity and Capital Resources

Our principal sources of liquidity have been cash generated from operating activities, our sale of preferred shares, ordinary shares and convertible notes through private placements, our initial public offering and borrowings from PRC commercial banks. Our cash and cash equivalents consist of cash on hand and liquid investments which have maturities of three months or less when acquired and are unrestricted as to withdrawal or use. As of December 31, 2015, we had entered into binding contracts with lessors of 21 properties for our leased hotels under development. As of December 31, 2015, we expected to incur approximately RMB609.1 million of capital expenditures in connection with certain recently completed leasehold improvements and to fund the leasehold improvements of these 21 leased hotels. We intend to fund this planned expansion with our operating cash flow, our cash balance and our credit facilities.

We have been able to meet our working capital needs, and we believe that we will be able to meet our working capital needs for at least the next 12 months with our operating cash flow, existing cash balance and our credit facilities.

The following table sets forth a summary of our cash flows for the periods indicated:

	For the Year Ended December 31,			
	2013	2014	2015	
	(RMB)	(RMB)	(RMB)	(US\$)
	(in thousands)			
Net cash provided by operating activities	1,070,169	1,454,015	1,749,673	270,101
Net cash used in investing activities	(1,152,248)	(1,063,186)	(1,550,357)	(239,333)
Net cash provided by financing activities	30,646	21,683	232,281	35,859
Effect of exchange rate changes on cash and cash equivalents	(976)	(1,082)	(2,624)	(405)
Net increase (decrease) in cash and cash equivalents	(52,409)	411,430	428,973	66,222
Cash and cash equivalents at the beginning of the year	449,844	397,435	808,865	124,867
Cash and cash equivalents at the end of the year	397,435	808,865	1,237,838	191,089

Operating Activities

In 2013, 2014 and 2015, we financed our operating activities primarily through cash generated from operations. We currently anticipate that we will be able to meet our needs to fund operations in the next 12 months with operating cash flow.

Net cash provided by operating activities amounted to RMB1,749.7 million (US\$270.1 million) in 2015, primarily attributable to (i) our net income of RMB439.4 million (US\$67.8 million) in 2015, (ii) an add-back of RMB661.4 million (US\$102.1 million) in depreciation and amortization in 2015, (iii) our deferred revenue of RMB216.8 million (US\$33.5 million) primarily attributable to one-time membership fees in connection with our HuaZhu Club loyalty program as well as advances received from customers and franchisees, (iv) an add-back of RMB130.3 million (US\$20.1 million) in deferred rent because rental accrued on a straight-line basis exceeded rental paid out of our contractual liabilities and (v) an increase of RMB121.5 million (US\$18.8 million) in accrued expenses and other current liabilities, partially offset by an increase of RMB44.4 million (US\$6.9 million) in prepaid rent.

Net cash provided by operating activities amounted to RMB1,454.0 million in 2014, primarily attributable to (i) our net income of RMB302.4 million in 2014, (ii) an add-back of RMB570.7 million in depreciation and amortization in 2014, (iii) an add-back of RMB182.6 million in deferred rent because rental accrued on a straight-line basis exceeded rental paid out of our contractual liabilities, and (iv) an increase of RMB253.6 in deferred revenue primarily attributable to one-time membership fees in connection with our HuaZhu Club loyalty program as well as advances received from customers and franchisees, partially offset by an increase of other current assets of RMB42.4 million and an increase of RMB21.6 million in prepaid rent.

Net cash provided by operating activities amounted to RMB1,070.2 million in 2013, primarily attributable to (i) our net income of RMB283.7 million in 2013, (ii) an add-back of RMB463.1 million in depreciation and amortization in 2013, (iii) an add-back of RMB187.2 million in deferred rent because rental accrued on a straight-line basis exceeded rental paid out of our contractual liabilities, and (iv) an increase of RMB115.8 in deferred revenue primarily attributable to one-time membership fees in connection with our HuaZhu Club loyalty program as well as advances received from customers and franchisees, partially offset by an increase of other assets of RMB50.2 million and an increase of RMB42.3 million in prepaid rent.

Net cash provided by operating activities increased from RMB1,454.0 million in 2014 to RMB1,749.7 million (US\$270.1 million) in 2015, primarily due to (i) an increase in the add back of our depreciation and amortization from RMB570.7 million in 2014 to RMB661.4 million (US\$102.1 million) in 2015, (ii) an increase in our net income from RMB302.4 million to RMB439.4 million (US\$67.8 million) in 2015 and (iii) an increase in accrued expenses and other current liabilities from RMB59.0 million to RMB121.5 million (US\$18.8 million).

Net cash provided by operating activities increased from RMB1,070.2 million in 2013 to RMB1,454.0 million in 2014, primarily due to (i) an increase in the add back of our depreciation and amortization from RMB463.1 million in 2013 to RMB570.7 million in 2014, (ii) an increase in deferred revenue from RMB115.8 million in 2013 to RMB253.6 million in 2014 and (iii) an increase in our net income from RMB283.7 million in 2013 to RMB302.4 million in 2014.

Investing Activities

Our cash used in investing activities in 2015 is primarily related to our leasehold improvements, purchase of equipment, fixtures and software used in leased hotels, purchase of the ADSs of HMIN from the open market, increase in restricted cash as deposit pledged, and other investments, such as our investments in GOOAGOO.

Net cash used in investing activities increased from RMB1,063.2 million in 2014 to RMB1,550.4 million (US\$239.3 million) in 2015, primarily due to (i) an increase in our purchase of short-term investments from RMB75.2 million in 2014 to RMB455.8 million (US\$70.4 million) in 2015, and (ii) an increase in our restricted cash from a decrease of RMB3.3 million in 2014 to an increase of RMB360.5 million (US\$55.7 million) in 2015, partially offset by a decrease in purchases of property and equipment from RMB930.9 million in 2014 to RMB 640.2 (US\$98.8 million) in 2015.

Net cash used in investing activities decreased from RMB1,152.2 million in 2013 to RMB1,063.2 million in 2014, primarily due to a decrease in our purchases of property and equipment from RMB1,072.6 million in 2013 to RMB930.9 million in 2014.

Financing Activities

Our major financing activities since 2012 consist of loans with PRC commercial banks, entrusted loans from related parties and repurchase of shares. Net cash provided by financing activities increased from RMB21.7 million in 2014 to RMB232.3 million (US\$35.9 million) in 2015. Net cash provided by financing activities in 2015 primarily consisted of (i) proceeds of RMB589.4 million (US\$91.0 million) from short-term debt, (ii) proceeds of RMB22.6 million (US\$3.5 million) from issuance of ordinary shares upon exercise of options, (iii) excess tax benefit from share-based compensation in the amount of RMB12.8 million (US\$2.0 million), partially offset by (i) repayment of RMB283.5 million (US\$43.8 million) from short-term debt, (ii) payment for share repurchase of RMB107.3 million (US\$16.6 million), (iii) dividend paid to noncontrolling interest holders in the amount of RMB4.6 million (US\$0.7 million), and (iv) acquisition of noncontrolling interest in the amount of RMB4.1 million (US\$0.6 million).

Net cash provided by financing activities decreased from RMB30.6 million in 2013 to RMB21.7 million in 2014. Net cash provided by financing activities in 2014 primarily consisted of (i) proceeds of RMB300.0 million from short-term debt, (ii) proceeds of RMB21.0 million from issuance of ordinary shares upon exercise of options, (iii) excess tax benefit from share-based compensation in the amount of RMB11.7 million, partially offset by (i) repayment of RMB300.0 million from short-term debt, (ii) dividend paid to noncontrolling interest holders in the amount of RMB5.4 million, (iii) acquisition of noncontrolling interest in the amount of RMB4.1 million and (iv) repayment of funds advanced from noncontrolling shareholders in the amount of RMB1.6 million.

Restrictions on Cash Transfers to Us

We are a holding company with no material operations of our own. We conduct our operations primarily through our subsidiaries in China. As a result, our ability to pay dividends and to finance any debt we may incur depends upon dividends paid to us by our subsidiaries. If our subsidiaries or any newly formed subsidiaries incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our subsidiaries are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Pursuant to laws applicable to entities incorporated in the PRC, our subsidiaries in the PRC must make appropriations from after-tax profit to non-distributable reserve funds. These reserve funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires an annual appropriation of 10% of after-tax profit (as determined under accounting principles generally accepted in the PRC at each year-end); the other fund appropriations are at the subsidiaries' discretion. These reserve funds can only be used for the specific purposes of enterprise expansion, staff bonus and welfare, and are not distributable as cash dividends. In addition, due to restrictions on the distribution of share capital from our PRC subsidiaries, the share capital of our PRC subsidiaries is considered restricted. As a result of the PRC laws and regulations, as of December 31, 2015, approximately RMB2,285.8 million (US\$352.9 million) was not available for distribution to us by our PRC subsidiaries in the form of dividends, loans, or advances.

Furthermore, under regulations of the SAFE, the Renminbi is not convertible into foreign currencies for capital account items, such as loans, repatriation of investments and investments outside of China, unless the prior approval of the SAFE is obtained and prior registration with the SAFE is made.

The EIT Law provides that enterprises established outside of China whose “de facto management bodies” are located in China are considered “resident enterprises.” Currently, there are no detailed rules or precedents governing the procedures and specific criteria for determining “de facto management body.” See “Item 10. Additional Information — E. Taxation — PRC Taxation.”

The EIT Law imposes a withholding tax of 10% on dividends distributed by a foreign-invested enterprise to its immediate holding company outside of China, if such immediate holding company is considered a “non-resident enterprise” without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Holding companies in Hong Kong, for example, are subject to a 5% withholding tax rate. The Cayman Islands, where we are incorporated, does not have such a tax treaty with China. Thus, dividends paid to us by our subsidiaries in China may be subject to the 10% withholding tax if we are considered a “non-resident enterprise” under the EIT Law.

The EIT Law provides that PRC “resident enterprises” are generally subject to the uniform 25% enterprise income tax rate on their worldwide income. Therefore, if we are treated as a PRC “resident enterprise,” we will be subject to PRC income tax on our worldwide income at the 25% uniform tax rate, which could have an impact on our effective tax rate and an adverse effect on our net income and results of operations, although dividends distributed from our PRC subsidiaries to us would be exempt from the PRC dividend withholding tax, since such income is exempted under the EIT Law to a PRC resident recipient.

We do not expect any of such restrictions or taxes to have a material impact on our ability to meet our cash obligations.

Capital Expenditures

Our capital expenditures were incurred primarily in connection with leasehold improvements, investments in furniture, fixtures and equipment and technology, information and operational software. Our capital expenditures totaled RMB1,097.9 million, RMB928.8 million and RMB655.4 million (US\$101.2 million) in 2013, 2014 and 2015, respectively. Our capital expenditures in 2015 consist of RMB646.3 million (US\$99.8 million) in property and equipment and RMB9.1 million (US\$1.4 million) in software. We will continue to make capital expenditures to meet the expected growth of our operations and expect our cash balance, cash generated from our operating activities and credit facilities will meet our capital expenditure needs in the foreseeable future.

5.C. Research and Development, Patents and Licenses, etc.

See “Item 4. Information on the Company — B. Business Overview — Hotel Information Platform and Operational Systems” and “— Intellectual Property”.

5.D. Trend Information

Two of our wholly owned subsidiaries, Hanting Technology (Suzhou) Co., Ltd. (“Hanting Suzhou”) and Mengguang Information and Technology (Shanghai) Co., Ltd, as recognized software development entities located in Suzhou and Shanghai of PRC, are entitled to a two-year exemption and three-year 50% reduction starting from the first profit making year after absorbing all prior years’ tax losses. Hanting Suzhou has entered into the first tax profitable year for the year ended December 31, 2011. Therefore, the five-year period for favorable tax treatment is from January 1, 2011 to December 31, 2015. Starting from 2016, Hanting Suzhou has been subject to statutory income tax rate of 25%. Mengguang Information and Technology (Shanghai) Co., Ltd. has entered into the first tax profitable year for the year ended December 31, 2014. Therefore, the five-year period for favorable tax treatment is from January 1, 2014 to December 31, 2018. The aggregate amount and per share effect of tax holidays were as follows:

	Year Ended December 31,		
	2013	2014	2015
	(RMB)	(RMB)	(RMB)
	(in thousands, except per share data)		
Aggregate amount	12,721	9,131	41,288
Per share effect—basic	0.05	0.04	0.16
Per share effect—diluted	0.05	0.04	0.16

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the current fiscal year that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

5.E. Off-Balance Sheet Arrangements

Other than operating lease and purchase obligations set forth in the table under “Item 5. Operating and Financial Review and Prospects — F. Tabular Disclosure of Contractual Obligations,” we have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. We have not entered into any derivative contracts that are indexed to our shares and classified as shareholder’s equity, or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or research and development services with us.

5.F. Tabular Disclosure of Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2015:

	Payment Due in the year ending December 31,						Payment Due Thereafter
	Total	2016	2017	2018	2019	2020	
	(In RMB millions)						
Operating Lease Obligations	19,785	1,873	1,882	1,862	1,826	1,756	10,586
Purchase Obligations	12	12	-	-	-	-	-
Total	19,797	1,885	1,882	1,862	1,826	1,756	10,586

Our operating lease obligations related to our obligations under lease agreements with lessors of our leased hotels. Our purchase obligations primarily consisted of contractual commitments in connection with leasehold improvements and installation of equipment for our leased hotels.

As of December 31, 2015, we recorded uncertain tax benefits of approximately RMB14.8 million (US\$2.3 million) associated with the interests on intercompany loans.

5.G. Safe Harbor

This annual report on Form 20-F contains forward-looking statements that are based on our management’s beliefs and assumptions and on information currently available to us. These statements relate to future events or to our future financial performance and involve known and unknown risks, uncertainties, and other factors that may cause our or our industry’s actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Forward-looking statements include, but are not limited to, statements about:

- our anticipated growth strategies, including developing new hotels at desirable locations in a timely and cost-effective manner and launching a new hotel brand;
- our future business development, results of operations and financial condition;
- expected changes in our revenues and certain cost or expense items;
- our ability to attract customers and leverage our brand; and
- trends and competition in the lodging industry.

In some cases, you can identify forward-looking statements by terms such as “may,” “could,” “will,” “should,” “would,” “expect,” “plan,” “intend,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” “future,” “is/are likely to,” “project” or “continue” or the negative of these terms or other comparable terminology. These statements are only predictions. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which are, in some cases, beyond our control and which could materially affect results. Factors that may cause actual results to differ materially from current expectations include, among other things, those listed under “Item 3. Key Information — D. Risk Factors” and elsewhere in this annual report. If one or more of these risks or uncertainties occur, or if our underlying assumptions prove to be incorrect, actual events or results may vary significantly from those implied or projected by the forward-looking statements. No forward-looking statement is a guarantee of future performance.

The forward-looking statements made in this annual report relate only to events or information as of the date on which the statements are made in this annual report. We undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date on which the statements are made or to reflect the occurrence of unanticipated events.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

6.A. Directors and Senior Management

The following table sets forth the name, age and position of each of our directors and executive officers as of the date of this annual report. The business address of all of our directors and executive officers is No. 2266 Hongqiao Road, Changning District, Shanghai 200336, People’s Republic of China.

Directors and Executive Officers	Age	Position/Title
Qi Ji	49	Founder, Executive Chairman of the Board of Directors
John Jiong Wu	48	Co-founder, Independent Director
Tong Tong Zhao	49	Co-founder, Independent Director
Min Fan	50	Director
Qionger Jiang	39	Director
Jian Shang	48	Independent Director
Sébastien Bazin	54	Director
Gaurav Bhushan	45	Alternate Director to Sébastien Bazin
Min (Jenny) Zhang	42	Chief Executive Officer
Teo Nee Chuan	45	Chief Financial Officer
Hui Jin	38	Executive Vice President

Qi Ji is our founder and has also served as the executive chairman of our board since February 2007. He also served as our chief executive officer from January 2012 to May 2015 and from 2007 to August 2009. He co-founded Home Inns & Hotels Management Inc., or Home Inns, and served as its chief executive officer from January 2001 to January 2005. He also co-founded Ctrip, one of the largest online travel services providers in China, in 1999, acted as its chief executive officer and president until December 2001, and currently serves on Ctrip’s board as an independent director. Prior to founding Ctrip, Mr. Ji was the chief executive officer of Shanghai Sunflower High-Tech Group, which he founded in 1997. He headed the East China Division of Beijing Zhonghua Yinghua Intelligence System Co., Ltd. from 1995 to 1997. Mr. Ji received both his Master’s and Bachelor’s degrees from Shanghai Jiao Tong University.

John Jiong Wu, a co-founder of our company, has served as our director since January 2007. He is the founder and Managing Partner of F&H Fund Management Pte. Ltd. He served as the Venture Partner of Northern Light Venture Capital from 2008 to 2010 and was an angel investor and the Chief Technology Officer of Alibaba Group from 2000 to 2007. Prior to joining Alibaba Group, he worked as an engineer or manager in several companies in the Silicon Valley, including Oracle and Yahoo! Inc. Mr. Wu received his Bachelor of Science in Computer Science degree from the University of Michigan.

Tong Tong Zhao, a co-founder of our company, has served as our director since February 2007. She also serves as a member of the board of directors of China Education & Technology Group Limited. She was the General Manager of Shanghai Asia-Tang Health Technology Development Co., Ltd. from 2004 to 2006, the General Manager of Shanghai Hong Ying Hi-Tech Co., Ltd. from 1999 to 2001, and the Deputy General Manager of Shanghai Xie Cheng Science and Technology Co., Ltd. from 1997 to 1998. Ms. Zhao received her Master of Science degree from Shanghai Jiao Tong University and obtained her Master of Business Administration degree from McGill University.

Min Fan has served as our director since March 2010. He is one of the co-founders of Ctrip and has served as the vice chairman of its board of directors since March 2013, as a member of its board of director since October 2006 and as its president since February 2009. Previously, Mr. Fan served as Ctrip's chief executive officer from January 2006 to February 2013, as its chief operating officer from November 2004 to January 2006 and as its executive vice president from 2000 to November 2004. From 1997 to 2000, Mr. Fan was the chief executive officer of Shanghai Travel Service Company, a leading domestic travel agency in China. From 1990 to 1997, he served as the deputy general manager and in a number of other senior positions at Shanghai New Asia Hotel Management Company, which was one of the leading hotel management companies in China. In addition to his positions at Ctrip, Mr. Fan currently serves on the boards and compensation committees of PerfectEnergy International, Ltd., ChinaEdu Corporation and 99 Joyu Tourism Operating Group. Mr. Fan received his Master's and Bachelor's degrees from Shanghai Jiao Tong University. He also studied at the Lausanne Hotel Management School of Switzerland in 1995.

Qionger Jiang has served as our director since October 2014. Jiang has been acting as the chief executive officer and artistic director of SHANG XIA since 2008 and she is an international renowned designer. SHANG XIA is the first international famous Chinese luxury brand, in partnership with Hermes. Ms. Jiang received a Bachelor of Arts degree at designing school of Shanghai Tongji University, and continued her studies of furniture and interior design at the École nationale supérieure des Arts Décoratifs in Paris. In 2013, she also received "chevalier des arts et lettres" decoration from French president.

Jian Shang has served as our independent director since May 2014. He has over 15 years of experience in corporate management and financial innovation. He served as Managing Director of UBS Global Asset Management and as chief executive officer of UBS SDIC Fund Management Company from 2006 to 2012. Prior to that, he served as chief executive officer of Yin Hua Fund Management Company, deputy chief executive officer of Hua An Fund Management Company, and head of strategic planning of Shanghai Stock Exchange respectively from 2001 to 2006. Previously, he was a deputy Division Director of China Securities Regulatory Commission from 1997 to 2000. Mr. Shang obtained his PhD in Finance and MA in Economics from University of Connecticut, and his Bachelor's degree in engineering from Shanghai Jiao Tong University.

Sébastien Bazin has served as our director since January 2016. He is acting as the Chairman and Chief Executive Officer of Accor S.A. since 2013, where he has served as a director since January 9, 2006. Prior to that, he served as a member of the Supervisory Board of Accor S.A. since May 3, 2005. He is also the Vice-Chairman of the Supervisory Board of Gustave Roussy Foundation. Previously, Mr. Bazin was with Colony Capital, a private-equity firm, from 1997 to 2012, during which time he managed and participated in a large number of investments in the hospitality industry. Mr. Bazin has earned his Masters in Business Management from Paris-Sorbonne University in 1985.

Gaurav Bhushan has been an alternate director to Sébastien Bazin since March 2016. He is the Global Chief Development Officer of AccorHotels, responsible for overseeing the group's hotel development strategy worldwide. Mr. Bhushan began his career with Accor in 1995 in Australia, where he held various posts in operations and finance. From 2006 he headed the Asia Pacific development teams. He was promoted to Global Chief Development Officer role in July 2015. He has an Master of Business Administration degree from the Royal Melbourne Institute of Technology (RMIT University) and a Postgraduate Diploma in Applied Finance & Investments from the Securities Institute of Australia.

Min (Jenny) Zhang has served as our president since January 2015 and our chief executive officer since May 2015. She also served as our chief financial officer from March 2008 to May 2015 and our chief strategic officer from November 2013 to January 2015. Prior to joining us, she served as the Finance Director of Eli Lilly (Asia) Inc., Thailand Branch and the Chief Financial Officer of ASIMCO Casting (Beijing) Company, Ltd. She also worked previously with McKinsey & Company, Inc. as a consultant. Ms. Zhang has served on the board as a director for Synutra International, Inc. since February 2011. She obtained her Master of Business Administration degree from Harvard Business School and received both Master's and Bachelor's degrees from the University of International Business and Economics.

Teo Nee Chuan joined us in November 2015 as Deputy Chief Financial Officer and has served as our Chief Financial Officer since March 2016. He has more than 20 years of experience in financial areas in multinational corporations. Prior to joining us, he was Chief Financial Officer of Rnomic International Group, the largest Volvo construction equipment distributor in China. He also served as Chief Financial Officer and Director of Operation in DDB Greater China Group and Financial Controller in Focus Media Group. Prior to that, Mr. Teo worked at Ernst & Young as Associate Director of Transaction Advisory Services in Kuala Lumpur, Toronto and Shanghai. Mr. Teo received his Bachelor of Science in Accounting and Financial Analysis from Warwick University, the United Kingdom. He is a Chartered Certified Accountant in the United Kingdom and a Certified Public Accountant in the United States and Hong Kong.

Hui Jin joined us in 2005 and has served as director of our Development Department and Vice President of our Group, respectively. Mr. Jin is currently our Executive Vice President mainly responsible for overseeing the work of hotel development and construction, and franchise business. Prior to joining us, Mr. Jin worked with Home Inns & Hotels Management Inc. Mr. Jin received his Executive Master's degree from China Europe International Business School and a Bachelor of Science degree in Psychology from the East China Normal University.

Employment Agreements

We have entered into an employment agreement with each of our named executive officers. Each of our named executive officers is employed for a specified time period, which will be automatically extended unless either we or the named executive officer gives prior notice to terminate such employment. We may terminate the employment for cause, at any time, without notice or remuneration, for certain acts, including but not limited to the conviction of a criminal offence and negligent or dishonest acts to our detriment. A named executive officer may terminate his or her employment at any time with a one-month prior written notice.

Each named executive officer has agreed to hold, both during and after the termination or expiry of his or her employment agreement, in strict confidence, and not to use, except as required in the performance of his or her duties in connection with the employment, any of our confidential information or trade secrets or the confidential or proprietary information of any third party received by us and for which we have confidential obligations. In addition, each named executive officer has agreed to be bound by non-competition restrictions. Specifically, each named executive officer has agreed not to, during his or her employment with us and for a period of two years following his or her termination with our company, be engaged as employee or in another capacity to participant directly or indirectly in any business that is in competition with ours. Each named executive officer also agrees to comply with all material applicable laws and regulations related to his or her responsibilities at our company as well as all material written corporate and business policies and procedures of our company.

6.B. Compensation

For the fiscal year ended December 31, 2015, the aggregate cash compensation and benefits that we paid to our directors and executive officers were approximately RMB6.2 million (US\$1.0 million). No pension, retirement or similar benefits have been set aside or accrued for our executive officers or directors. We have no service contracts with any of our directors providing for benefits upon termination of employment.

Share Incentive Plans

In February 2007, our board of directors and our shareholders adopted our 2007 Global Share Plan to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentives to selected employees, directors, and consultants and to promote the success of our business. Our 2007 Global Share Plan was subsequently amended in December 2007. Ten million ordinary shares may be issued under our amended and restated 2007 Global Share Plan, or the Amended and Restated 2007 Plan.

In June 2007, our board of directors and our shareholders adopted our 2008 Global Share Plan with the same purpose as our 2007 Global Share Plan. Our 2008 Global Share Plan was subsequently amended in October 2008. Seven million ordinary shares may be issued under our amended and restated 2008 Global Share Plan, or the Amended and Restated 2008 Plan.

In September 2009, our board of directors and our shareholders adopted our 2009 Share Incentive Plan with purposes similar to our 2007 Global Share Plan and 2008 Global Share Plan. Our 2009 Share Incentive Plan was subsequently amended in October 2009, August 2010 and March 2015. 43 million ordinary shares may be issued under our amended 2009 Share Incentive Plan, or the Amended 2009 Plan.

Plan Administration . The compensation committee appointed by our board administers all of our share incentive plans. Mr. Qi Ji has been delegated the authority to grant, in his sole discretion, option and restricted stock to be issued under our share incentive plans to any of our employees and consultants except for our directors and executive officers. The aggregate number of shares covered by any single grant he makes shall not exceed 500,000 ordinary shares.

Types of Awards . The following briefly describes the principal features of the various awards that may be granted under our Amended and Restated 2007 and 2008 Plans.

- *Options* . Each option agreement must specify the exercise price. The exercise price of an option must not be less than 100% of the fair market value of the underlying shares on the option grant date, and a higher percentage may be required. The term of an option granted under the Amended and Restated 2007 and 2008 Plans must not exceed ten years from the date the option is granted, and a shorter term may be required.
- *Share Purchase Rights* . A share purchase right is a right to purchase restricted stock. Each share purchase right under the Amended and Restated 2007 and 2008 Plans must be evidenced by a restricted stock purchase agreement between the purchaser and us. The purchase price will be determined by the administrator. The share purchase rights will automatically expire if not exercised by the purchaser within 30 days after the grant date.

The following briefly describes the principal features of the various awards that may be granted under our Amended 2009 Plan:

- *Options* . The purchase price per share under an option will be determined by a committee appointed by our board and set forth in the award agreement. The term of an option granted under the Amended 2009 Plan must not exceed ten years from the grant date, and a shorter term may be required.
- *Restricted Stock and Restricted Stock Units* . An award of restricted stock is a grant of our ordinary shares subject to restrictions the committee appointed by our board may impose. A restricted stock unit is a contractual right that is denominated in our ordinary shares, each of which represents a right to receive the value of a share or a specified percentage of such value upon the terms and conditions set forth in the Amended 2009 Plan and the applicable award agreement.
- *Other Stock-based Awards* . The committee is authorized to grant other stock-based awards that are denominated or payable in or otherwise related to our ordinary shares such as stock appreciation rights and rights to dividends and dividend equivalents. Terms and conditions of such awards will be determined by the committee appointed by our board. Unless the awards are granted in substitution for outstanding awards previously granted by an entity that we acquired or combined, the value of the consideration for the ordinary shares to be purchased upon the exercise of such awards shall not be less than the fair market value of the underlying ordinary shares on the grant date.

Vesting Schedule . As of the date of this annual report, we have entered into option agreements and restricted stock award agreements respectively under our Amended and Restated 2007 and 2008 Plans and our Amended 2009 Plan. Pursuant to our typical option agreement, 50% of the options granted shall vest on the second anniversary of the vesting commencement date specified in the corresponding option agreement, and 1/48 of the options shall vest each month thereafter over the next two years on the first day of each month, subject to the optionee's continuing to provide services to us. Pursuant to our typical restricted stock award agreement, 50% of the restricted stock granted shall vest on the second anniversary of the vesting commencement date specified in the corresponding restricted stock award agreement, and 1/8 of the restricted stock shall vest each six-month period thereafter over the next two years on the last day of each six-month period, subject to the grantee's continuing to provide services to us. For certain grants, we may also apply different vesting schedules set forth in the relevant agreements between the grantees and us. For example, certain restricted stocks granted shall vest over a period of ten years in equal yearly installments.

Termination of the Amended and Restated 2007 and 2008 Plans and the Amended 2009 Plan . Our Amended and Restated 2007 and 2008 Plans and our Amended 2009 Plan will terminate in 2017, 2018 and 2019, respectively. Our board of directors may amend, suspend, or terminate our Amended and Restated 2007 and 2008 Plans and our Amended 2009 Plan at any time. No amendment, alteration, suspension, or termination of these plans shall materially and adversely impair the rights of any participant with respect to an outstanding award, unless mutually agreed otherwise between the participant and the administrator.

The following tables summarize options and restricted stocks that we have granted to our directors and executive officers and to other individuals as a group under our share incentive plans as of December 31, 2015.

Name	Ordinary Shares Underlying Options Awarded	Exercise Price (US\$/Share)	Date of Grant	Date of Expiration
Qi Ji	400,000	1.53	October 1, 2009	October 1, 2019
	436,348	2.7525	July 17, 2012	July 17, 2018
Tong Tong Zhao	100,000	1.53	October 1, 2009	October 1, 2019
John Jiong Wu	100,000	1.53	October 1, 2009	October 1, 2019
Min (Jenny) Zhang	1,470,000	1.40	October 1, 2007	October 1, 2017
	300,000	1.53	November 20, 2009	November 20, 2019
	207,784	2.7525	July 17, 2012	July 17, 2018
Yunhang Xie**	*	2.7525	July 17, 2012	July 17, 2018
Hui Jin	*	0.50	February 4, 2007	February 4, 2017
	*	4.265	March 31, 2011	March 31, 2017
	*	5.415	May 13, 2014	May 13, 2020
	*	4.925	March 31, 2015	March 31, 2021
Other individuals as a group	15,679,095	0.50-5.415	February 4, 2007 – April 1, 2015	February 4, 2017 – April 1, 2021

Name	Ordinary Shares Underlying Restricted Stocks Awarded	Date of Grant
Qi Ji	200,000	August 6, 2011
	897,880	July 17, 2012
	1,697,187	March 17, 2015
	1,098,224	March 26, 2015
Min (Jenny) Zhang	313,944	July 17, 2012
	73,188	March 16, 2015
	1,697,187	March 17, 2015
	1,098,224	March 26, 2015
Yunhang Xie**	*	July 17, 2012
Joseph Chow***	*	August 8, 2013
Hui Jin	*	March 31, 2011
	*	July 2, 2012
	*	July 1, 2013
	*	July 17, 2014
	*	March 26, 2015
	*	May 5, 2014
Jian Shang	*	October 30, 2014
Qionger Jiang	*	February 7, 2011 – July 27, 2015
Other individuals as a group	9,540,266	

* Upon exercise of all options granted and vesting restricted stock granted, would beneficially own less than 1% of our outstanding ordinary shares.

** Resigned as Chief Strategy Officer in April 2015.

*** Resigned as director in March 2016.

6.C. Board Practices

General

Our board of directors currently consists of seven directors. Under our amended and restated memorandum and articles of association, which came into effect upon our initial public offering, our board of directors shall consist of at least two directors. Our directors shall be elected by the holders of ordinary shares. There is no shareholding requirement for qualification to serve as a member of our board of directors.

Our board of directors may exercise all the powers of the company to borrow money, mortgage or charge its undertaking, property and uncalled capital, and issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the company or of any third party.

We believe that each of Ms. Tong Tong Zhao, Mr. John Jiong Wu and Mr. Jian Shang is an “independent director” as that term is used in NASDAQ corporate governance rules.

Duties of Directors

Under Cayman Islands law, our directors have a duty of loyalty to act honestly in good faith with a view to our best interests. Our directors also have a duty to exercise the skill they actually possess and such care and diligence that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association.

Terms of Directors and Executive Officers

Each of our directors holds office until a successor has been duly elected and qualified. All of our executive officers are appointed by and serve at the discretion of our board of directors.

Board Committees

We have established two committees under the board of directors — the audit committee and the compensation committee. We have adopted a charter for each of the board committees. Each committee’s members and functions are described below. We currently do not plan to establish a nominations committee. As a foreign private issuer, we are permitted to follow home country corporate governance practices under Rule 5615(a)(3) of the NASDAQ Marketplace Rules. This home country practice of ours differs from Rule 5605(e) of the NASDAQ Marketplace Rules regarding implementation of a nominations committee, because there are no specific requirements under Cayman Islands law on the establishment of a nominations committee.

Audit Committee

Our audit committee consists of two directors, namely Mr. John Jiong Wu and Mr. Jian Shang. Both directors satisfy the “independence” requirements of the NASDAQ Global Select Market and the SEC regulations. In addition, our board of directors has determined that Mr. Jian Shang is qualified as an audit committee financial expert within the meaning of the SEC regulations. The audit committee oversees our accounting and financial reporting processes and the audits of the

financial statements of our company. The audit committee is responsible for, among other things:

- selecting the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- setting clear hiring policies for employees or former employees of the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- reviewing and approving all proposed related-party transactions;
- discussing the annual audited financial statements with management and the independent auditors;
- discussing with management and the independent auditors major issues regarding accounting principles and financial statement presentations;
- reviewing reports prepared by management or the independent auditors relating to significant financial reporting issues and judgments;
- reviewing with management and the independent auditors related-party transactions and off-balance sheet transactions and structures;
- reviewing with management and the independent auditors the effect of regulatory and accounting initiatives and actions;
- reviewing policies with respect to risk assessment and risk management;
- reviewing our disclosure controls and procedures and internal control over financial reporting;
- timely reviewing reports from the independent auditors regarding all critical accounting policies and practices to be used by our company, all alternative treatments of financial information within GAAP that have been discussed with management and all other material written communications between the independent auditors and management;
- establishing procedures for the receipt, retention and treatment of complaints received from our employees regarding accounting, internal accounting controls or auditing matters and the confidential, anonymous submission by our employees of concerns regarding questionable accounting or auditing matters;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- such other matters that are specifically delegated to our audit committee by our board of directors from time to time; and
- meeting separately, periodically, with management, the internal auditors and the independent auditors.

Compensation Committee

Our compensation committee consists of Mr. John Jiong Wu and Mr. Jian Shang. Both directors satisfy the "independence" requirements of NASDAQ Marketplace Rules and the SEC regulations. Our compensation committee assists the board in reviewing and approving the compensation structure of our directors and executive officers, including all forms of compensation to be provided to our directors and executive officers. The compensation committee is responsible for, among other things:

- reviewing and approving the compensation for our senior executives;
- reviewing and evaluating our executive compensation and benefits policies generally;
- reporting to our board of directors periodically;

- evaluating its own performance and reporting to our board of directors on such evaluation;
- periodically reviewing and assessing the adequacy of the compensation committee charter and recommending any proposed changes to our board of directors; and
- such other matters that are specifically delegated to the compensation committee by our board of directors from time to time.

6.D. Employees

We had 14,102, 15,551 and 10,282 employees as of December 31, 2013, 2014 and 2015, respectively. We recruit and directly train and manage all of our employees. We believe that we maintain a good working relationship with our employees and we have not experienced any significant labor disputes. Our employees have not entered into any collective bargaining agreements.

6.E. Share Ownership

The following table sets forth information with respect to the beneficial ownership, within the meaning of Rule 13d-3 under the Exchange Act, of our ordinary shares, as of March 31, 2016 by:

- each of our directors and executive officers; and
- each person known to us to own beneficially more than 5% of our ordinary shares.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and includes voting or investment power with respect to the ordinary shares. Except as indicated below, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all ordinary shares shown as beneficially owned by them.

	Ordinary Shares Beneficially Owned ⁽¹⁾	
	Number	%
Directors and Executive Officers:		
Qi Ji	102,384,133(2)	37.0
Tong Tong Zhao	28,896,852(3)	10.5
John Jiong Wu	9,733,333	3.5
Min Fan	22,049,446(4)	8.0
Qionger Jiang	*	*
Jian Shang	*	*
Sébastien Bazin	-	-
Gaurav Bhushan	-	-
Min (Jenny) Zhang	*	*
Hui Jin	*	*
Teo Nee Chuan	*	*
All Directors and Executive Officers as a Group	136,651,782(5)	49.4
Principal Shareholders:		
Winner Crown Holdings Limited	72,569,173(6)	26.3
East Leader International Limited	28,796,852(7)	10.4
Accor	29,875,543(8)	10.8
Ctrip.com International, Ltd.	22,049,446(9)	8.0

* Less than 1%.

(1) The number of ordinary shares outstanding in calculating the percentages for each listed person or group includes the ordinary shares underlying options held by such person or group exercisable within 60 days after March 31, 2016. Percentage of beneficial ownership of each listed person or group is based on (i) 276,397,062 ordinary shares outstanding as of March 31, 2016 and (ii) the ordinary shares underlying share options exercisable by such person within 60 days after March 31, 2016.

- (2) Includes (i) 72,569,173 ordinary shares held by Winner Crown Holdings Limited, or Winner Crown, a British Virgin Islands company wholly owned by Sherman Holdings Limited, a Bahamas company, which is in turn wholly owned by Credit Suisse Trust Limited, or CS Trustee. CS Trustee acts as trustee of the Ji Family Trust, of which Mr. Qi Ji and his family members are the beneficiaries, (ii) 818,108 ordinary shares issuable upon exercise of options held by Mr. Qi Ji that are exercisable within 60 days after March 31, 2016, (iii) 200,000 shares of restricted stock held by Mr. Ji, and (iv) 4,000,000 Restricted ADSs representing 16,000,000 ordinary shares, 550 ADSs representing 2,200 ordinary shares and 12,794,652 ordinary shares held by East Leader, over which Mr. Ji has voting power pursuant to a power of attorney dated November 27, 2014. East Leader is wholly owned by Perfect Will Holdings Limited, or Perfect Will, a British Virgin Islands company, which is in turn wholly owned by Asia Square Holdings Ltd., or Asia Square, as nominee for J. Safra Sarasin Trust Company (Singapore) Ltd., or Sarasin Trust. Sarasin Trust acts as trustee of the Tanya Trust, of which Ms. Tong Tong Zhao and her family members are the beneficiaries.
- (3) Includes (i) 100,000 ordinary shares issuable upon exercise of options held by Ms. Tong Tong Zhao that are exercisable within 60 days after March 31, 2016, and (ii) 4,000,000 Restricted ADSs representing 16,000,000 ordinary shares, 550 ADSs representing 2,200 ordinary shares and 12,794,652 ordinary shares held by East Leader, a British Virgin Islands company wholly owned by Perfect Will, a British Virgin Islands company, which is in turn wholly owned by Asia Square, as nominee for Sarasin Trust. Sarasin Trust acts as trustee of the Tanya Trust, of which Ms. Tong Tong Zhao and her family members are the beneficiaries. Ms. Zhao is the sole director of East Leader.
- (4) Includes (i) 7,202,482 ordinary shares that Ctrip purchased from us, (ii) an aggregate of 11,646,964 of our ordinary shares that Ctrip purchased from the Chengwei Funds, CDH Courtyard Limited, the IDG Funds, the Northern Light Funds and Pinpoint Capital 2006 A Limited, and (iii) 800,000 ADSs representing 3,200,000 ordinary shares that Ctrip subscribed in our initial public offering. By virtue of being the vice chairman of the board of directors and president of Ctrip, Mr. Fan may be deemed to beneficially own an aggregate of 22,049,446 ordinary shares. Mr. Fan disclaims beneficial ownership of the shares beneficially owned by Ctrip except to the extent of his pecuniary interests therein. Mr. Fan's business address is 99 Fu Quan Road, Shanghai 200335, People's Republic of China.
- (5) Includes ordinary shares and ordinary shares issuable upon exercise of all of the options that are exercisable within 60 days after March 31, 2016 held by all of our directors and executive officers as a group.
- (6) Winner Crown is a British Virgin Islands company wholly owned by Sherman Holdings Limited, a Bahamas company, which is in turn wholly owned by Credit Suisse Trust Limited, or CS Trustee. CS Trustee acts as trustee of the Ji Family Trust, of which Mr. Qi Ji, our founder and executive chairman, and his family members, are the beneficiaries. Mr. Ji is the sole director of Winner Crown. The address of Winner Crown is Akara Bldg., 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands.
- (7) East Leader is a British Virgin Islands company wholly owned by Perfect Will Holdings Limited, a British Virgin Islands company, which is in turn wholly owned by Bank Sarasin Nominees (CI) Limited, as nominee for Sarasin Trust Company Guernsey Limited, or Sarasin Trust. Sarasin Trust acts as trustee of the Tanya Trust, of which Ms. Tong Tong Zhao and her family members, are the beneficiaries. Ms. Zhao is the sole director of East Leader. The address of East Leader is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.
- (8) Includes (i) 24,895,543 ordinary shares issued to AAPC Hong Kong Limited, an indirect wholly owned subsidiary of Accor ("AAPC"), as reported in a Schedule 13D filed by Accor and AAPC on January 25, 2016, and (ii) 1,245,000 ADSs representing 4,980,000 ordinary shares that Accor acquired in the open market between December 14, 2014 and May 7, 2015 and transferred to AAPC on May 7, 2015. Accor is a company incorporated under the laws of France and its registered office is Immeuble Odyssey, 110, Avenue de France, 75210 Paris cedex 13. AAPC is a company incorporated in Hong Kong and its registered office is Room 803, 8th Floor, AXA Centre, 151, Gloucester Road, Wan Chai, Hong Kong.
- (9) Includes (i) 7,202,482 ordinary shares that Ctrip purchased from us, (ii) an aggregate of 11,646,964 of our ordinary shares that Ctrip purchased from the Chengwei Funds, CDH Courtyard Limited, the IDG Funds, the Northern Light Funds and Pinpoint Capital 2006 A Limited, and (iii) 800,000 ADSs representing 3,200,000 ordinary shares that Ctrip subscribed in our initial public offering. Ctrip is a Cayman Islands company and its address is 99 Fu Quan Road, Shanghai 200335, People's Republic of China.

As of March 31, 2016, we had 276,397,062 ordinary shares issued and outstanding. To our knowledge, we had only two record shareholders in the United States, including Citibank, N.A., which is the depository of our ADS program and held approximately 45.1% of our total outstanding ordinary shares under our ADS program and the depository of our restricted ADS program and held approximately 5.8% of our total outstanding ordinary shares under our restricted ADS program. The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States.

None of our existing shareholders has different voting rights from other shareholders since the closing of our initial public offering. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

7.A. Major Shareholders

Please refer to “Item 6. Directors, Senior Management and Employees — E. Share Ownership.”

7.B. Related Party Transactions

Transactions with Ctrip

We conduct transactions in the ordinary course of our business with Ctrip.com International, Ltd., or Ctrip, an entity in which Mr. Qi Ji, our founder, is a co-founder and independent director. Ctrip rendered reservation services to us to facilitate our customers in making reservations at our hotels from Ctrip’s hotel booking system. In 2013, 2014 and 2015, the aggregate commission fees of our leased hotels paid to Ctrip.com for its reservation services amounted to RMB17.1 million, RMB19.2 million and RMB17.7 million (US\$2.7 million), respectively.

In a private placement before our initial public offering in 2010, Ctrip purchased 7,202,482 ordinary shares from us and an aggregate of 11,646,964 of our ordinary shares from the Chengwei Funds, CDH Courtyard Limited, the IDG Funds, the Northern Light Funds and Pinpoint Capital 2006 A Limited at a price equal to the initial public offering price per share. The investments by Ctrip were made pursuant to transactions exempt from registration under the Securities Act. In connection with these transactions, Ctrip was granted registration rights substantially similar to those granted to certain holders of our registrable securities under our amended and restated shareholders agreement. In addition, we have granted Ctrip the right to nominate one person to serve on our board as long as Ctrip and its affiliates continuously maintain (i) at least 5% of our total outstanding ordinary shares in the three years following the closing of our initial public offering and (ii) at least 8% of our total outstanding ordinary shares thereafter. In addition, Ctrip subscribed a total of 800,000 ADSs in our initial public offering at the initial public offering price. The ADSs issued and sold to Ctrip are on the same terms as the other ADSs being offered in our initial public offering.

On April 15, 2012, we entered into a definitive agreement to acquire a 51% equity interest of Starway HK from C-Travel International Limited, or C-Travel, a wholly owned subsidiary of Ctrip. The base acquisition price was RMB17.3 million in cash, which was funded with cash on hand. The acquisition of the 51% equity interest in Starway HK became effective in May 2012. In addition, in December 2013, we acquired the remaining 49% equity interest of Starway HK from C-Travel. The acquisition price was RMB16.5 million, RMB4.2 million paid in cash in December 2013, RMB4.1 million paid in cash in 2014 and RMB4.1 million paid in cash in 2015 and RMB4.1 million included in payables as of December 31, 2015.

In December 2013, we entered into a one-year entrusted loan agreement with a subsidiary of Ctrip, and the China Construction Bank Corporation, Shanghai Minhang Subbranch, pursuant to which we can borrow up to RMB300.0 million for a period from January 6, 2014 to January 5, 2015. The interest rate of this loan is 5.4%. As of December 31, 2014, we had drawn down RMB300.0 million and repaid RMB300.0 million, and thus had nil balance under such entrusted loan agreement.

Transaction with Yibang

In May 2013, we acquired 30% equity interest in Lijiang Yibang Changchunteng Hotel Co., Limited (“Yibang”) and consider Yibang as a joint venture. In April 2014, we acquired additional 20% equity interest in Yibang. As of December 31, 2015, we held 50% of its equity interest. We provided reservation, system maintenance and other support service to Yibang and charged service fee of RMB0.2 million, RMB0.5 million and RMB0.6 million (US\$0.09 million) for the year ended December 31, 2013, 2014 and 2015, respectively.

Transaction with Sheen Star

In November 2013, We entered into an investment agreement to acquire 50% equity interest in Suzhou Kangdu Property Co., Limited, or Kangdu, a real estate company, for RMB100 million. Concurrently we entered into a property transfer agreement with Kangdu to acquire the property developed by Kangdu for a purchase price of RMB175 million. We injected RMB50 million in November 2013 and RMB30 million in January 2014 to Kangdu for the equity interest in Kangdu. In April 2014, we set up Sheen Star Group Limited, or Sheen Star, together with Mr. Qi Ji and an independent third party. We own 19.99% of the equity interest in Sheen Star and Mr. Qi Ji owns 50.01%. We then transferred our investment in Kangdu to Sheen Star for a consideration of RMB82.8 million, together with all of our rights and obligations under the property purchase agreement in April 2014. We had not paid any consideration to Kangdu for the property before the transfer to Sheen Star.

Transaction with Qianya

In July 2015, we set up Shanghai Qianya Hotel Management Co., Ltd. (“Qianya”) together with a third party, we had 25% equity interest in Qianya and consider Qianya as a joint venture. Qianya provided hotel management and other related service to certain of our hotels and charged service fee of RMB0.4 million (US\$0.06 million) in 2015.

Employment Agreements

See “Item 6. Directors, Senior Management and Employees — A. Directors and Senior Management — Employment Agreements” for a description of the employment agreements we have entered into with our senior executive officers.

Share Incentives

See “Item 6. Directors, Senior Management and Employees — B. Compensation of Directors and Executive Officers — Share Incentive Plans” for a description of share options we have granted to our directors, officers and other individuals as a group.

7.C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

8.A. Consolidated Statements and Other Financial Information

8.A.1. See “Item 18. Financial Statements” for our audited consolidated financial statements.

8.A.2. See “Item 18. Financial Statements” for our audited consolidated financial statements, which cover the last three financial years.

8.A.3. See page F-2 for the report of our independent registered public accounting firm.

8.A.4. Not applicable.

8.A.5. Not applicable.

8.A.6. Not applicable.

8.A.7. See “Item 4. Information on the Company — B. Business Overview — Legal and Administrative Proceedings.”

8.A.8. Dividend Policy

On December 21, 2015, we declared a special one-time cash dividend of US\$0.17 per ordinary share, or US\$0.68 per ADS, each representing four ordinary shares. Our ADS holders are entitled to such dividends to the same extent as holders of our ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. Cash dividends on our ordinary shares are paid in U.S. dollars, and the total amount of cash distributed for the special dividend was US\$42.5 million, which was paid in full by March 31, 2016. We had never declared or paid dividends prior to December 21, 2015.

We are a holding company with no material operations of our own. We conduct our operations primarily through our subsidiaries in China. As a result, our ability to pay dividends and to finance any debt we may incur depends upon dividends paid to us by our subsidiaries. If our subsidiaries or any newly formed subsidiaries incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our subsidiaries are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Pursuant to laws applicable to entities incorporated in the PRC, our subsidiaries in the PRC must make appropriations from after-tax profit to non-distributable reserve funds. These reserve funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires an annual appropriation of 10% of after-tax profit (as determined under accounting principles generally accepted in the PRC at each year-end); the other fund appropriations are at the subsidiaries' discretion. These reserve funds can only be used for specific purposes of enterprise expansion, staff bonus and welfare, and are not distributable as cash dividends. Our board of directors has complete discretion in deciding whether to distribute dividends. We intends to indefinitely reinvest the undistributed earnings of our PRC subsidiaries to operate and expand our business, and do not have any plan to declare or pay any dividends in the foreseeable future.

8.B. Significant Changes

Except as disclosed elsewhere in this annual report, we have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

ITEM 9. THE OFFER AND LISTING

9.A. Offering and Listing Details

Our ADSs have been listed on the NASDAQ Global Select Market under the symbol "HTHT" since March 26, 2010. The table below sets forth, for the periods indicated, the high and low market prices on the NASDAQ Global Select Market for our ADSs.

	High	Low
2010 (from March 26)	US\$ 27.50	US\$ 13.49
2011	24.47	12.00
2012	17.55	10.51
2013	32.29	14.75
2014	31.25	19.99
First quarter	31.25	22.16
Second quarter	25.99	19.99
Third quarter	28.50	23.98
Fourth quarter	28.38	22.57
2015	33.00	15.35
First quarter	26.50	15.35
Second quarter	30.98	19.45
Third quarter	27.95	20.50
Fourth quarter	33.00	24.19
October	30.00	24.19
November	31.06	27.00
December	33.00	28.11
2016		
First quarter	38.49	25.42
January	31.19	25.42
February	28.96	25.55
March	38.49	27.82
April (through April 19, 2016)	38.44	35.84

9.B. Plan of Distribution

Not applicable.

9.C. Markets

The principal trading market for our shares is the NASDAQ Global Select Market, on which our shares are traded in the form of ADSs.

9.D. Selling Shareholders

Not applicable.

9.E. Dilution

Not applicable.

9.F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION**10.A. Share Capital**

Not applicable.

10.B. Memorandum and Articles of Association

We incorporate by reference into this annual report the description of our amended and restated memorandum and articles of association contained in our registration statement on Form F-1 (File No. 333-165247) originally filed with the Securities and Exchange Commission on March 5, 2010, as amended. Our shareholders adopted our amended and restated memorandum and articles of association by a special resolution on March 12, 2010 and further amended our amended and restated memorandum and articles of association by special resolutions on November 21, 2012 and December 16, 2015, respectively.

10.C. Material Contracts

We have not entered into any material contracts other than in the ordinary course of business and other than those described in Item 4, “Information on the Company” and in Item 7, “Major Shareholders and Related Party Transactions” or elsewhere in this annual report.

10.D. Exchange Controls

See “Item 4. Information on the Company — B. Business Overview — Regulation — Regulations on Foreign Currency Exchange.”

10.E. Taxation

The following summary of the material Cayman Islands, People’s Republic of China and United States federal income tax consequences of an investment in our ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this annual report, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ADSs or ordinary shares, such as the tax consequences under state, local and other tax laws.

Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, brought to, or produced before a court of the Cayman Islands. The Cayman Islands is not party to any double tax treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

PRC Taxation

PRC taxation on us

On March 16, 2007, the National People's Congress, the Chinese legislature, passed the *Enterprise Income Tax Law*, and on December 6, 2007, the PRC State Council issued the *Implementation Regulations of the Enterprise Income Tax Law*, both of which became effective on January 1, 2008. The Enterprise Income Tax Law and its Implementation Regulations, or the EIT Law, applies a uniform 25% enterprise income tax rate to both foreign-invested enterprises and domestic enterprises. There is a transition period for enterprises, whether foreign-invested or domestic, which currently receive preferential tax treatments granted by relevant tax authorities. Enterprises that are subject to an enterprise income tax rate lower than 25% may continue to enjoy the lower rate and gradually transfer to the new tax rate within five years after the effective date of the EIT Law. Enterprises that are currently entitled to exemptions or reductions from the standard income tax rate for a fixed term may continue to enjoy such treatment until the fixed term expires. Preferential tax treatments will continue to be granted to industries and projects that are strongly supported and encouraged by the state, and enterprises classified as "high and new technology enterprises strongly supported by the state" are entitled to a 15% enterprise income tax rate.

The EIT Law provides that enterprises established outside of China whose "de facto management bodies" are located in China are considered "resident enterprises." The "de facto management body" is defined as the organizational body that effectively exercises overall management and control over production and business operations, personnel, finance and accounting, and properties of the enterprise. Currently, there are no detailed rules or precedents governing the procedures and specific criteria for determining "de facto management body." The State Administration of Taxation, or the SAT, issued the *Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies*, or Circular 82, on April 22, 2009. Circular 82 provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled offshore incorporated enterprise is located in China, which include: (a) the location where senior management members responsible for an enterprise's daily operations discharge their duties; (b) the location where financial and human resource decisions are made or approved by organizations or persons; (c) the location where the major assets and corporate documents are kept; and (d) the location where more than half (inclusive) of all directors with voting rights or senior management have their habitual residence. In addition, the SAT issued the *Administrative Measures on Income Taxes of Chinese-controlled Offshore Incorporated Resident Enterprises (Trial Implementation)*, or Tax Trial Measures, on July 27, 2011, effective September 1, 2011, providing more guidance on the implementation of Circular 82. The Tax Trial Measures clarify matters including resident status determination, post-determination administration and competent tax authorities. Both Circular 82 and the Tax Trial Measures apply only to offshore enterprises controlled by PRC enterprises or PRC enterprise groups and not applicable to our case. But the determining criteria set forth in Circular 82 and the Tax Trial Measures may reflect the SAT's general position on how the "de facto management body" test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises or PRC enterprise groups or by PRC or foreign individuals. As such, it is still unclear if the PRC tax authorities would determine that, notwithstanding our status as the Cayman Islands holding company of our operating business in China, we should be classified as a PRC "resident enterprise."

The EIT Law imposes a withholding tax of 10% on dividends distributed by a foreign-invested enterprise to its immediate holding company outside of China, if such immediate holding company is considered a "non-resident enterprise" without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Holding companies in Hong Kong, for example, are subject to a 5% withholding tax rate if the holding companies are the beneficial owners of the dividends. The Cayman Islands, where we are incorporated, does not have such a tax treaty with China. Thus, dividends paid to us by our subsidiaries in China may be subject to the 10% withholding tax if we are considered a "non-resident enterprise" under the EIT Law.

The EIT Law provides that PRC “resident enterprises” are generally subject to the uniform 25% enterprise income tax rate on their worldwide income. Therefore, if we are treated as a PRC “resident enterprise,” we will be subject to PRC income tax on our worldwide income at the 25% uniform tax rate, which could have an impact on our effective tax rate and an adverse effect on our net income and results of operations, although dividends distributed from our PRC subsidiaries to us would be exempt from the PRC dividend withholding tax, since such income is exempted under the EIT Law to a PRC resident recipient. However, if we are required under the EIT Law to pay income tax on any dividends we receive from our subsidiaries, our income tax expenses will increase and the amount of dividends, if any, we may pay to our shareholders and ADS holders may be materially and adversely affected.

PRC taxation of our overseas shareholders

Under the EIT Law, PRC withholding tax at the rate of 10% is applicable to dividends payable to investors that are “non-resident enterprises,” which do not have an establishment or place of business in the PRC, or which have such establishment or place of business but the relevant income is not effectively connected with the establishment or place of business, to the extent such dividends have their sources within the PRC. Similarly, any gain realized on the transfer of ADSs or ordinary shares by such investors is also subject to 10% PRC withholding tax if such gain is regarded as income derived from sources within the PRC. Therefore, if we are considered a PRC “resident enterprise,” dividends we pay to non-resident enterprise investors with respect to our ADSs or ordinary shares and the gains realized from the transfer of our ADSs or ordinary shares may be considered as income derived from sources within the PRC and be subject to PRC withholding tax at a rate of 10% or lower, subject to the provisions of any applicable bilateral tax treaty. The double taxation treaty between the PRC and the United States, or the Treaty, does not reduce the 10% tax rate.

Moreover, non-resident individual investors are required to pay PRC individual income tax on dividends payable to the investors or any capital gains realized from the transfer of ADSs or ordinary shares if such gains are deemed income derived from sources within the PRC. Under the PRC Individual Income Tax Law, or IITL, non-resident individual refers to an individual who has no domicile in China and does not stay in the territory of China or who has no domicile in China and has stayed in the territory of China for less than one year. Pursuant to the IITL and its implementation rules, for purposes of the PRC capital gains tax, the taxable income will be the balance of the total income realized from the transfer of the ADSs or ordinary shares minus all the costs and expenses that are permitted under PRC tax laws to be deducted from the income. Therefore, if we are considered as a PRC “resident enterprise” and dividends we pay with respect to our ADSs or ordinary shares and the gains realized from the transfer of our ADSs or ordinary shares are considered income derived from sources within the PRC by relevant competent PRC tax authorities, such dividends and gains earned by non-resident individuals may also be subject to PRC withholding tax.

U.S. Federal Income Tax Considerations

The following is a description of the material U.S. federal income tax consequences to the U.S. Holders described below of owning and disposing of ordinary shares or ADSs, but it does not purport to be a comprehensive description of all tax considerations that may be relevant to a particular person’s decision to own such ordinary shares or ADSs. This discussion applies only to a U.S. Holder that holds ordinary shares or ADSs as capital assets for tax purposes. In addition, it does not describe all of the tax consequences that may be relevant in light of the U.S. Holder’s particular circumstances, including alternative minimum tax consequences, the potential application of the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), known as the Medicare contribution tax and tax consequences applicable to U.S. Holders subject to special rules, such as:

- certain financial institutions;
- dealers or traders in securities who use a mark-to-market method of tax accounting;
- persons holding ordinary shares or ADSs as part of a straddle, wash sale, conversion transaction or integrated transaction or persons entering into a constructive sale with respect to the ordinary shares or ADSs;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- entities classified as partnerships for U.S. federal income tax purposes;

- tax-exempt entities, including “individual retirement accounts” or “Roth IRAs”;
- persons that own or are deemed to own ten percent or more of our voting stock;
- persons who acquired our ordinary shares or ADSs pursuant to the exercise of an employee stock option or otherwise as compensation; or
- persons holding shares in connection with a trade or business conducted outside of the United States.

If an entity that is classified as a partnership for U.S. federal income tax purposes owns ordinary shares or ADSs, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships owning ordinary shares or ADSs and partners in such partnerships should consult their tax advisers as to the particular U.S. federal income tax consequences of owning and disposing of the ordinary shares or ADSs.

This discussion is based on the Code, administrative pronouncements, judicial decisions, final, temporary and proposed Treasury regulations, all as of the date hereof, any of which is subject to change, possibly with retroactive effect. It is also based in part on representations by the depositary and assumes that each obligation under the deposit agreement and any related agreement will be performed in accordance with its terms.

A “U.S. Holder” is a holder who, for U.S. federal income tax purposes, is a beneficial owner of ordinary shares or ADSs and is:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

In general, a U.S. Holder who owns ADSs will be treated as the owner of the underlying shares represented by those ADSs for U.S. federal income tax purposes. Accordingly, no gain or loss will be recognized if a U.S. Holder exchanges ADSs for the underlying shares represented by those ADSs.

The U.S. Treasury has expressed concern that parties to whom American depositary shares are released before shares are delivered to the depositary, also referred to as pre-release, or intermediaries in the chain of ownership between holders and the issuer of the security underlying the American depositary shares, may be taking actions that are inconsistent with the claiming of foreign tax credits by holders of American depositary shares. These actions would also be inconsistent with the claiming of the favorable tax rates, described below, applicable to dividends received by certain non-corporate holders and thus may affect the availability of these rates to such holders.

U.S. Holders should consult their tax advisers concerning the U.S. federal, state, local and foreign tax consequences of owning and disposing of ordinary shares or ADSs in their particular circumstances.

This discussion assumes that we are not, and will not become, a passive foreign investment company, as described below.

Taxation of Distributions

Distributions paid on ordinary shares or ADSs, other than certain *pro rata* distributions of ordinary shares, will be treated as dividends to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Because we do not maintain calculations of our earnings and profits under U.S. federal income tax principles, it is expected that distributions generally will be reported to U.S. Holders as dividends. Subject to applicable limitations and the discussion above regarding concerns expressed by the U.S. Treasury, dividends paid to certain non-corporate U.S. Holders may be taxable at rates applicable to long-term capital gain. U.S. Holders should consult their tax advisers regarding the availability of these favorable rates on dividends. The amount of the dividend will be treated as foreign-source dividend income to U.S. Holders and will not be eligible for the dividends-received deduction generally available to U.S. corporations under the Code. As discussed above, under “Item. 10. Additional Information—E. Taxation—PRC Taxation”, dividends we pay may be subject to PRC withholding tax. For U.S. federal income tax purposes, the amount of any dividend will include amounts withheld in respect of such PRC withholding tax. Subject to applicable limitations, some of which may vary depending upon a U.S. Holder’s circumstances, and subject to the discussion above regarding concerns expressed by the U.S. Treasury, PRC income taxes withheld from dividends on ordinary shares or ADSs at a rate not exceeding the rate applicable under the Treaty will be creditable against the U.S. Holder’s U.S. federal income tax liability. PRC taxes withheld in excess of the rate applicable under the Treaty will not be eligible for credit against a U.S. Holder’s federal income tax liability. The rules governing foreign tax credits are complex, and U.S. Holders should consult their tax advisers regarding the creditability of foreign taxes in their particular circumstances. Dividends will be included in a U.S. Holder’s income on the date of the U.S. Holder’s, or in the case of ADSs, the depository’s, receipt of the dividend. The amount of any dividend income paid in RMB will be the U.S. dollar amount calculated by reference to the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars. If the dividend is converted into U.S. dollars on the date of receipt, a U.S. Holder should not be required to recognize foreign currency gain or loss in respect of the dividend income. A U.S. Holder may have foreign currency gain or loss if the dividend is converted into U.S. dollars after the date of receipt.

Sale or Other Disposition of Ordinary Shares or ADSs

For U.S. federal income tax purposes, gain or loss realized on the sale or other disposition of ordinary shares or ADSs will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder held the ordinary shares or ADSs for more than one year. The amount of the gain or loss will equal the difference between the U.S. Holder’s tax basis in the ordinary shares or ADSs disposed of and the amount realized on the disposition, in each case as determined in U.S. dollars. The deductibility of capital losses is subject to limitations.

As described in “Taxation — PRC Taxation — PRC taxation on us,” if we were deemed to be a tax resident enterprise under PRC tax law, gains from dispositions of our ordinary shares or ADSs may be subject to PRC withholding tax. In that case, a U.S. Holder’s amount realized would include the gross amount of the proceeds of the sale or disposition before deduction of the PRC tax. Although any such gain of a U.S. Holder would generally be characterized as U.S.-source income, a U.S. Holder that is eligible for the benefits of the Treaty may be entitled to elect to treat the gain as foreign-source income for foreign tax credit purposes. U.S. Holders should consult their tax advisers regarding their eligibility for benefits under the Treaty and the creditability of any PRC tax on dispositions in their particular circumstances.

Passive Foreign Investment Company Rules

We do not believe we were a passive foreign investment company, or PFIC, for U.S. federal income tax purposes for our 2015 taxable year. However, because PFIC status depends on the composition of a company’s income and assets and the market value of its assets from time to time, there can be no assurance that we will not be a PFIC for any taxable year. In general, a non-U.S. corporation will be considered a PFIC for any taxable year in which (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the average quarterly value of its assets consists of assets that produce, or are held for the production of, passive income. For purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, rents, royalties and capital gains.

If we were a PFIC for any taxable year during which a U.S. Holder held ordinary shares or ADSs, gain recognized by a U.S. Holder on a sale or other disposition (including certain pledges) of the ordinary shares or ADSs would be allocated ratably over the U.S. Holder’s holding period for the ordinary shares or ADSs. The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed on the amount allocated to that taxable year. Further, to the extent that any distribution received by a U.S. Holder on its ordinary shares or ADSs exceeds 125% of the average of the annual distributions on the ordinary shares or ADSs received during the preceding three years or the U.S. Holder’s holding period, whichever is shorter, that distribution would be subject to taxation in the same manner as gain, described immediately above.

Alternatively, if we were a PFIC, a U.S. Holder could, if certain conditions are met, make a mark-to-market election that would result in tax treatment different from the general tax treatment for PFICs described above. If a U.S. Holder were to make such an election, the holder generally would recognize as ordinary income any excess of the fair market value of the ADSs at the end of each taxable year over its adjusted tax basis, and would recognize an ordinary loss in respect of any excess of the adjusted tax basis of the ADSs over their fair market value at the end of the taxable year (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). If we were a PFIC, it is unclear whether our ordinary shares would be treated as “marketable stock” eligible for the mark-to-market election. If a U.S. Holder makes the election, the holder’s tax basis in the ADSs will be adjusted to reflect these income or loss amounts. Any gain recognized on the sale or other disposition of ADSs in a year when we are a PFIC would be treated as ordinary income and any loss would be treated as an ordinary loss (but only to the extent of the net amount of income previously included as a result of the mark-to-market election).

A timely election to treat us as a qualified electing fund under Section 1295 of the Code would also result in alternative treatment from the general treatment for PFICs described above (which alternative treatment could, in certain circumstances, mitigate the adverse tax consequences of holding shares in a PFIC). U.S. Holders should be aware, however, that we do not intend to satisfy record-keeping and other requirements that would permit U.S. Holders to make qualified electing fund elections if we were a PFIC.

In addition, if we were a PFIC, the favorable rates discussed above with respect to dividends paid to certain non-corporate U.S. Holders would not apply. Furthermore, if we were a PFIC for any taxable year during which a U.S. Holder held ordinary shares or ADSs, such U.S. Holder may be required to file a report containing such information as the U.S. Treasury may require. U.S. Holders should consult their tax advisers regarding whether we are or were a PFIC and the potential application of the PFIC rules.

Information Reporting and Backup Withholding

Dividend payments with respect to ADSs or ordinary shares and proceeds from the sale or exchange of ADSs or ordinary shares may be subject to information reporting to the Internal Revenue Service and possible U.S. backup withholding. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes any other required certification or who is otherwise exempt from backup withholding. U.S. Holders who are required to establish their exempt status generally must provide such certification on Internal Revenue Service Form W-9. U.S. Holders should consult their tax advisers regarding the application of the U.S. information reporting and backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your U.S. federal income tax liability, and you may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the Internal Revenue Service and furnishing any required information.

10.F. Dividends and Paying Agents

Not applicable.

10.G. Statement by Experts

Not applicable.

10.H. Documents on Display

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F no later than four months after the close of each fiscal year, which is December 31. Copies of reports and other information, when so filed, may be inspected without charge and may be obtained at prescribed rates at the public reference facilities maintained by the Securities and Exchange Commission at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. The public may obtain information regarding the Washington, D.C. Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

We will furnish Citibank, N.A., the depository of our ADSs, with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depository will make such notices, reports and communications available to holders of ADSs and, upon our request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depository from us.

10.I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Our exposure to interest rate risk primarily relates to the interest rates for our outstanding debt and the interest income generated by excess cash invested in liquid investments with original maturities of three months or less. We have not used any derivative financial instruments to manage our interest risk exposure. Interest-earning instruments carry a degree of interest rate risk.

We have not been exposed to material risks due to changes in interest rates. However, our future interest income and interest expense may be different from expected due to changes in market interest rates.

Foreign Exchange Risk

Substantially all of our revenues and most of our expenses are denominated in RMB. Our exposure to foreign exchange risk primarily relates to cash and cash equivalents denominated in U.S. dollars as a result of our past issuances of preferred shares through a private placement and proceeds from our initial public offering. We do not believe that we currently have any significant direct foreign exchange risk and have not hedged exposures denominated in foreign currencies or any other derivative financial instruments. Although in general, our exposure to foreign exchange risks should be limited, the value of your investment in our ADSs will be affected by the foreign exchange rate between U.S. dollars and RMB because the value of our business is effectively denominated in RMB, while the ADSs will be traded in U.S. dollars.

The value of the RMB against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in China's political and economic conditions. The conversion of RMB into foreign currencies, including U.S. dollars, has been based on rates set by the People's Bank of China. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the RMB to the U.S. dollar. Under the new policy, the RMB is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. This change in policy caused the Renminbi to appreciate by more than 20% against the U.S. dollar between July 2005 and July 2008. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, the PRC government has allowed the Renminbi to appreciate slowly against the U.S. dollar again. There remains significant international pressure on the PRC government to adopt an even more flexible currency policy, which could result in a further and more significant appreciation of the RMB against the U.S. dollar. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the Renminbi and the U.S. dollar in the future. To the extent that we need to convert U.S. dollars we received from our initial public offering into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert our RMB denominated cash amounts into U.S. dollars amounts for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us. By way of example, assuming we had converted a U.S. dollar denominated cash balance of US\$1.0 million as of December 31, 2015 into Renminbi at the exchange rate of US\$1.00 for RMB6.4778, such cash balance would have been approximately RMB6.5 million (US\$1.0 million). Assuming a further 1.0% appreciation of the Renminbi against the U.S. dollar, such cash balance would have decreased to RMB6.4 million (US\$1.0 million) as of December 31, 2015. We have not used any forward contracts or currency borrowings to hedge our exposure to foreign currency exchange risk.

Inflation

Since our inception, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, consumer price index in China increased by 2.6%, 2.0% and 1.4% in 2013, 2014 and 2015, respectively. Although we have not been materially affected by inflation in the past, we may be affected if China experiences higher rates of inflation in the future.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

12.A. Debt Securities

Not applicable.

12.B. Warrants and Rights

Not applicable.

12.C. Other Securities

Not applicable.

12.D. American Depositary Shares

Fees and Charges Our ADS holders May Have to Pay

An ADS holder will be required to pay the following service fees to the depositary, Citibank, N.A.:

Service	Fees
• Issuance of ADSs	Up to U.S. 5¢ per ADS issued
• Cancellation of ADSs	Up to U.S. 5¢ per ADS canceled
• Distribution of cash dividends or other cash distributions	Up to U.S. 5¢ per ADS held
• Distribution of ADSs pursuant to stock dividends, free stock distributions or exercise of rights	Up to U.S. 5¢ per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to U.S. 5¢ per ADS held
• Depositary Services	Up to U.S. 5¢ per ADS held on the applicable record date(s) established by the Depositary (U.S. 2¢ per ADS for the year of 2015)

An ADS holder will also be responsible to pay certain fees and expenses incurred by the depositary and certain taxes and governmental charges such as:

- Fees for the transfer and registration of ordinary shares charged by the registrar and transfer agent for the ordinary shares in the Cayman Islands (i.e., upon deposit and withdrawal of ordinary shares).
- Expenses incurred for converting foreign currency into U.S. dollars.
- Expenses for cable, telex and fax transmissions and for delivery of securities.

- Taxes and duties upon the transfer of securities (i.e., when ordinary shares are deposited or withdrawn from deposit).
- Fees and expenses incurred in connection with the delivery or servicing of ordinary shares on deposit.

Depository fees payable upon the issuance and cancellation of ADSs are typically paid to the depository banks by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depository banks and by the brokers (on behalf of their clients) delivering the ADSs to the depository banks for cancellation. The brokers in turn charge these fees to their clients. Depository fees payable in connection with distributions of cash or securities to ADS holders and the depository services fee are charged by the depository banks to the holders of record of ADSs as of the applicable ADS record date.

The depository fees payable for cash distributions are generally deducted from the cash being distributed. In the case of distributions other than cash (i.e., stock dividend, rights), the depository banks charge the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depository banks send invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via The Depository Trust Company (“DTC”)), the depository banks generally collect its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients’ ADSs in DTC accounts in turn charge their clients’ accounts the amount of the fees paid to the depository banks.

In the event of refusal to pay the depository fees, the depository may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depository fees from any distribution to be made to the ADS holder.

The fees and charges an ADS holder may be required to pay may vary over time and may be changed by us and by the depository. An ADS holder will receive prior notice of such changes.

Fees and Other Payments Made by the Depository to Us

The depository may reimburse us for certain expenses incurred by us in respect of the ADR program established pursuant to the deposit agreement, by making available a portion of the depository fees charged in respect of the ADR program or otherwise, upon such terms and conditions as we and the depository may agree from time to time. For the year ended December 31, 2015, we have received a total of RMB2.6 million (US\$0.4 million) from the depository as reimbursement for our expenses incurred in connection with investor relationship programs related to the ADS program.

PART II

ITEM 13. **DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None of these events occurred in any of the years ended December 31, 2013, 2014 and 2015.

ITEM 14. **MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS**

There have been no material modifications to the rights of securities holders or the use of proceeds.

ITEM 15. **CONTROLS AND PROCEDURES**

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures within the meaning of Rules 13a-15(e) and 15d-15(e) of the Exchange Act as of the end of the period covered by this annual report. Based on such evaluation, our management has concluded that, as of the end of the period covered by this annual report, our disclosure controls and procedures were effective.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, for our company. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements in accordance with generally accepted accounting principles and includes those policies and procedures that (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of a company's assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles and that a company's receipts and expenditures are being made only in accordance with authorizations of a company's management and directors and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of a company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance with respect to consolidated financial statement preparation and presentation and may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act and related rules as promulgated by the SEC, our management assessed the effectiveness of the internal control over financial reporting as of December 31, 2015 using criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2015.

Attestation Report of the Registered Public Accounting Firm

The effectiveness of our internal control over financial reporting as of December 31, 2015 has been audited by Deloitte Touche Tohmatsu Certified Public Accountants LLP, an independent registered public accounting firm. The attestation report issued by Deloitte Touche Tohmatsu Certified Public Accountants LLP can be found on page F-3 of this annual report on Form 20-F.

Changes in Internal Control over Financial Reporting

There were no significant changes that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting during 2015.

ITEM 16A. *AUDIT COMMITTEE FINANCIAL EXPERT*

Our board of directors has determined that Mr. Jian Shang is an audit committee financial expert, as that term is defined in Item 16A(b) of Form 20-F, and is independent for the purposes of Rule 5605(a)(2) of the NASDAQ Marketplace Rules, or the NASDAQ Rules, and Rule 10A-3 under the Exchange Act.

ITEM 16B. *CODE OF ETHICS*

Our board of directors adopted a code of business conduct and ethics on January 27, 2010 that applies to our directors, officers, employees and agents, including certain provisions that specifically apply to our executive officers and any other persons who perform similar functions for us. We have filed our code of business conduct and ethics as an exhibit to our registration statement on Form F-1 (File No. 333-165247) originally filed with the Securities and Exchange Commission on March 5, 2010, as amended. Our code of business conduct and ethics is publicly available on our website at <http://ir.huazhu.com/>.

ITEM 16C. *PRINCIPAL ACCOUNTANT FEES AND SERVICES*

Deloitte Touche Tohmatsu Certified Public Accountants LLP, or Deloitte, our independent registered public accounting firm, began serving as our auditor in August 2009.

Our audit committee is responsible for the oversight of Deloitte's work. The policy of our audit committee is to pre-approve all audit and non-audit services provided by Deloitte, including audit services, audit-related services, tax services and other services, other than those for *de minimis* services which are approved by the audit committee prior to the completion of the audit.

We paid the following fees for professional services to Deloitte for the years ended December 31, 2014 and 2015.

	Year Ended December 31,	
	2014	2015
	US\$	US\$
	(in thousands)	
Audit Fees ⁽¹⁾	1,023	1,130
Audit-Related Fees	—	—
Tax Fees	—	—
All Other Fees	—	—
Total	<u>1,023</u>	<u>1,130</u>

Note: (1) Audit Fees. This category includes the aggregate fees billed for the professional services rendered by our principal auditors for assurance and related services. Our 2014 and 2015 audit fees mainly include the audit of our annual financial statements, the services provided in connection with our compliance with the Sarbanes-Oxley Act, or services that are normally provided by the accountant in connection with statutory and regulatory filings.

ITEM 16D. *EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES*

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Period	Total Number of ADSs Repurchased ⁽¹⁾	Average Price Paid per ADS ⁽²⁾ US\$	Total Number of ADSs Purchased as Part of Publicly Announced Program ⁽³⁾	Approximate Dollar Value of ADSs that May Yet Be Purchased Under the Program US\$
April 2015 (from April 20 to April 30, 2015)	-	N/A	-	40,000,000
May 2015 (from May 1 to May 31, 2015)	-	N/A	-	40,000,000
June 2015 (from June 1 to June 30, 2015)	-	N/A	-	40,000,000
July 2015 (from July 1 to July 31, 2015)	771,778	22.6335	771,778	22,531,994
August 2015 (from August 1 to August 31, 2015)	2,413	23.1635	2,413	22,476,100
September 2015 (from September 1 to September 30, 2015)	-	N/A	-	22,476,100
October 2015 (from October 1 to October 31, 2015)	-	N/A	-	22,476,100
November 2015 (from November 1 to November 30, 2015)	-	N/A	-	22,476,100
December 2015 (from December 1 to December 31, 2015)	-	N/A	-	22,476,100
January 2016 (from January 1 to January 31, 2016)	-	N/A	-	22,476,100
February 2016 (from February 1 to February 29, 2016)	-	N/A	-	22,476,100
March 2016 (from March 1 to March 31, 2016)	-	N/A	-	62,476,100
April 2016 (from April 1 to April 19, 2016)	-	N/A	-	62,476,100
Total	774,191	22.6351	774,191	62,476,100

Note: (1) We have not made repurchase of our issued and outstanding shares other than through a publicly announced program as described below.

(2) Each of our ADSs represents four ordinary shares. The average price per ADS is calculated using the execution price for each repurchase excluding commissions paid to brokers.

(3) We announced a share repurchase program approved by our board of directors on April 20, 2015, which was amended in March 2016. Under the terms of the approved program, we may repurchase up to \$80 million worth of our issued and outstanding ADSs. The repurchases have been, made from time to time on the open market at prevailing market prices and have been made subject to restrictions relating to volume, price and timing. This share repurchase plan is effective until April 20, 2017, and has been implemented in a manner consistent with market conditions, the interest of the shareholders, the trading price of the ADSs and in compliance with relevant rules under the Exchange Act. Our board of directors review the share repurchase program periodically, and may authorize adjustment of its terms and size accordingly. The share repurchase program may be suspended or discontinued at any time.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

We are a "foreign private issuer" (as such term is defined in Rule 3b-4 under the Exchange Act), and our ADSs are listed on the NASDAQ Global Select Market. The NASDAQ rules provide that foreign private issuers may follow home country practice in lieu of the corporate governance requirements of the NASDAQ Stock Market LLC, subject to certain exceptions and requirements and except to the extent that such exemptions would be contrary to U.S. federal securities laws and regulations. The significant differences between our corporate governance practices and those followed by domestic companies under the NASDAQ rules are summarized as follows:

- We follow home country practice that permits our board of directors not to have a majority of independent directors in lieu of complying with Rule 5605(b)(1) of the NASDAQ.

- We follow home country practice that permits our independent directors not to hold regularly scheduled meetings at which only independent directors are present in lieu of complying with Rule 5605(b)(2) of the NASDAQ.
- We follow home country practice that permits our board of directors not to implement a nominations committee, in lieu of complying with Rule 5605(e) of the NASDAQ Rules that requires the implementation of a nominations committee.
- We follow home country practice that permits our audit committee may comprise two directors rather than three required under Rule 5605(c)(2) of the NASDAQ.

Other than the above, we have followed and intend to continue to follow the applicable corporate governance standards under the NASDAQ rules.

In accordance with Rule 5250(d)(1) of the NASDAQ, we will post this annual report on Form 20-F on our company website at <http://ir.huazhu.com>. In addition, we will provide hard copies of our annual report free of charge to shareholders and ADS holders upon request.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have elected to provide financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

Our consolidated financial statements are included at the end of this annual report.

ITEM 19. EXHIBITS

Exhibit Number	Description of Document
1.1	Amended and Restated Memorandum and Articles of Association of the Registrant. (Incorporated by reference to Exhibits 3.2 from the Amendment No. 1 to our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 12, 2010.)
1.2	Amendment to the Amended and Restated Articles of Association of the Registrant, adopted by the shareholders of the Registrant on November 21, 2012. (Incorporated by reference to Exhibit 1.2 from our annual report on Form 20-F filed with the Securities and Exchange Commission on April 23, 2013.)
1.3*	Amendment to the Amended and Restated Articles of Association of the Registrant, adopted by the shareholders of the Registrant on December 16, 2015 and effective on January 25, 2016.
2.1	Registrant's Specimen American Depositary Receipt (included in Exhibit 2.3).
2.2	Registrant's Specimen Certificate for Ordinary Shares. (Incorporated by reference to Exhibit 4.2 from our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 5, 2010.)
2.3	Form of Deposit Agreement among the Registrant, the Depositary and all Holders and Beneficial Owners of the American Depositary Shares issued thereunder. (Incorporated by reference to Exhibits 4.3 from the Amendment No. 1 to our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 12, 2010.)

- 4.1 Amended and Restated 2007 Global Share Plan, amended and restated as of December 12, 2007. (Incorporated by reference to Exhibit 10.1 from our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 5, 2010.)
- 4.2 Amended and Restated 2008 Global Share Plan, amended and restated as of October 31, 2008. (Incorporated by reference to Exhibit 10.2 from our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 5, 2010.)
- 4.3 Amended and Restated 2009 Share Incentive Plan, amended and restated as of October 1, 2009. (Incorporated by reference to Exhibit 10.3 from our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 5, 2010.)
- 4.4 Amendment to the Amended and Restated 2009 Share Incentive Plan, amended as of August 26, 2010. (Incorporated by reference to Exhibit 99.2 from our report on Form 6-K (file no. 333-34656) filed with the Securities and Exchange Commission on July 15, 2010.)
- 4.5 Amendment to the Amended and Restated 2009 Share Incentive Plan, amended as of March 26, 2015. (Incorporated by reference to Exhibit 99.2 from our report on Form 6-K filed with the Securities and Exchange Commission on March 27, 2015.)
- 4.6 Form of Indemnification Agreement with the Registrant's Directors. (Incorporated by reference to Exhibit 10.4 from our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 5, 2010.)
- 4.7 English translation of the Form of Employment Agreement between the Registrant and Executive Officers of the Registrant. (Incorporated by reference to Exhibit 4.6 from our annual report on Form 20-F (File No. 001-34656) filed with the Securities and Exchange Commission on April 12, 2012.)
- 4.8 English translation of the Fixed Assets Loan Contract between the Industrial and Commercial Bank of China and HanTing Xingkong (Shanghai) Hotel Management Co., Ltd., dated March 2, 2012. (Incorporated by reference to Exhibit 4.10 from our annual report on Form 20-F (File No. 001-34656) filed with the Securities and Exchange Commission on April 12, 2012.)
- 4.9 English translation of the Facility Agreement between China Merchants Bank and HanTing Xingkong (Shanghai) Hotel Management Co., Ltd., dated September 25, 2012. (Incorporated by reference to Exhibit 4.8 from our annual report on Form 20-F filed with the Securities and Exchange Commission on April 23, 2013.)
- 4.10 Subscription Agreement between the Registrant and Ctrip.com International, Ltd., dated March 12, 2010. (Incorporated by reference to Exhibit 10.9 from the Amendment No. 1 to our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 12, 2010.)
- 4.11 Investor and Registration Rights Agreement between the Registrant and Ctrip.com International, Ltd., dated March 12, 2010. (Incorporated by reference to Exhibit 10.10 from the Amendment No. 1 to our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 12, 2010.)
- 4.12 Share Purchase Agreement by and between China Lodging Holdings (HK) Limited and C-Travel International Limited, dated April 15, 2012. (Incorporated by reference to Exhibit 4.11 from our annual report on Form 20-F filed with the Securities and Exchange Commission on April 23, 2013.)
- 4.13 English translation of Entrusted Loan agreement by and between HanTing Xingkong (Shanghai) Hotel Management Co., Ltd, Ctrip Computer Technology Co.,Ltd and China Construction Bank Corporation, Shanghai Minhang Subbranch, dated December 19, 2013 (Incorporated by reference to Exhibit 4.12 from our annual report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2014.)

- 4.14 English translation of Letter of Guarantee by and between Ctrip.com International, Ltd. and China Lodging Group, Limited, dated December 19, 2013 (Incorporated by reference to Exhibit 4.13 from our annual report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2014.)
- 4.15 Master Purchase Agreement among China Lodging Group, Limited, AAPC Singapore Pte. Ltd. and AAPC Hong Kong Limited dated December 14, 2014 (Incorporated by reference to Exhibit 4.11 from our annual report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015.)
- 4.16 Securities Purchase Agreement between China Lodging Group, Limited and AAPC Hong Kong Limited, dated December 14, 2014 (Incorporated by reference to Exhibit 4.11 from our annual report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015.)
- 4.17* Amended and Restated Master Purchase Agreement among China Lodging Group, Limited, AAPC Singapore Pte. Ltd. and AAPC Hong Kong Limited, dated as of December 14, 2014 and amended and restated as of January 25, 2016
- 4.18* Amended and Restated Securities Purchase Agreement between China Lodging Group, Limited and AAPC Hong Kong Limited, dated as of December 14, 2014 and amended and restated as of dated January 25, 2016.
- 4.19* Investor and Registration Rights Agreement between China Lodging Group, Limited and AAPC Hong Kong Limited, dated January 25, 2016.
- 4.20 Amended and Restated Non-Competition Agreement between Accor S.A., AAPC Hong Kong Limited, China Lodging Group, Limited and Qi Ji dated January 25, 2016 (Incorporated by reference to Exhibit 99.B to the Schedule 13D filed by Accor S.A. and AAPC Hong Kong Limited with the Securities and Exchange Commission on February 5, 2016)
- 8.1* Subsidiaries of the Registrant.
- 11.1 Code of Business Conduct and Ethics of the Registrant (Incorporated by reference to Exhibit 99.1 from our Registration Statement on Form F-1 (file no. 333-165247) filed with the Securities and Exchange Commission on March 5, 2010.)
- 12.1* Certification of Min (Jenny) Zhang, Chief Executive Officer of the Registrant, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 12.2* Certification of Teo Nee Chuan, Chief Financial Officer of the Registrant, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 13.1** Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 23.1* Consent of Deloitte Touche Tohmatsu Certified Public Accountants LLP, Independent Registered Public Accounting Firm.
- 101.INS* XBRL Instance Document
- 101.SCH* XBRL Taxonomy Extension Schema Document
- 101.CAL* XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF* XBRL Taxonomy Extension Definition Linkbase Document

101.LAB* XBRL Taxonomy Extension Label Linkbase Document

101.PRE* XBRL Taxonomy Extension Presentation Linkbase Document

* Filed with this Annual Report on Form 20-F.

** Furnished with this Annual Report on Form 20-F.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

CHINA LODGING GROUP, LIMITED

By: /s/ Min (Jenny) Zhang
Name: Min (Jenny) Zhang
Title: Chief Executive Officer

Date: April 20, 2016

CHINA LODGING GROUP, LIMITED

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DECEMBER 31, 2013, 2014 AND 2015**

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

TO THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
CHINA LODGING GROUP, LIMITED

We have audited the accompanying consolidated balance sheets of China Lodging Group, Limited and its subsidiaries (the "Group") as of December 31, 2014 and 2015, and the related consolidated statements of comprehensive income, changes in equity, and cash flows for each of the three years in the period ended December 31, 2015 and the related financial statement schedules. These financial statements and financial statement schedules are the responsibility of the Group's management. Our responsibility is to express an opinion on these financial statements and financial statement schedules based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of China Lodging Group, Limited and its subsidiaries as of December 31, 2014 and 2015 and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedules, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly in all material respects, the information set forth therein.

Our audits also comprehended the translation of Renminbi amounts into United States dollar amounts and, in our opinion, such translation has been made in conformity with the basis stated in Note 2. Such United States dollar amounts are presented solely for the convenience of readers in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Group's internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated April 20, 2016 expressed an unqualified opinion on the Group's internal control over financial reporting.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP

Shanghai, China
April 20, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

TO THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
CHINA LODGING GROUP, LIMITED

We have audited the internal control over financial reporting of China Lodging Group, Limited and its subsidiaries (the "Group") as of December 31, 2015 based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Group's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Group's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Group maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedules as of and for the year ended December 31, 2015 of the Group and our report dated April 20, 2016 expressed an unqualified opinion on those financial statements and financial statement schedules and included an explanatory paragraph regarding the translation of Renminbi amounts into United States dollar amounts for the convenience of readers in the United States of America.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP
Shanghai, China
April 20, 2016

CHINA LODGING GROUP, LIMITED

CONSOLIDATED BALANCE SHEETS

(Renminbi in thousands, except share and per share data, unless otherwise stated)

	As of December 31,		
	2014	2015	2015 US\$'000 (Note 2)
ASSETS			
Current assets:			
Cash and cash equivalents	808,865	1,237,838	191,089
Restricted cash	—	360,500	55,652
Short-term investments, including marketable securities measured at fair value of nil and RMB 506,407 as of December 31, 2014 and 2015, respectively	26,615	533,215	82,314
Accounts receivable, net of allowance of RMB5,977 and RMB5,559 as of December 31, 2014 and 2015, respectively	89,243	93,956	14,504
Amounts due from a related party	16,293	16,157	2,494
Prepaid rent	385,158	429,588	66,317
Inventories	29,882	24,529	3,787
Other current assets	160,582	167,995	25,934
Deferred tax assets	80,026	98,200	15,160
Total current assets	1,596,664	2,961,978	457,251
Property and equipment, net	3,907,343	3,805,886	587,527
Intangible assets, net	104,537	144,812	22,355
Long-term investments, including marketable securities measured at fair value of RMB137,943 and RMB166,546 as of December 31, 2014 and 2015, respectively	229,005	356,578	55,046
Goodwill	64,654	108,344	16,726
Other assets	197,233	195,446	30,172
Deferred tax assets	83,470	120,477	18,598
Total assets	6,182,906	7,693,521	1,187,675
LIABILITIES AND EQUITY			
Current liabilities:			
Short-term debt	—	324,680	50,122
Accounts payable	640,691	585,347	90,362
Amounts due to related parties	6,403	7,653	1,181
Salary and welfare payables	186,051	210,955	32,566
Deferred revenue	514,268	705,607	108,927
Accrued expenses and other current liabilities	313,017	576,160	88,944
Dividends payable	—	276,261	42,647
Income tax payable	59,630	102,810	15,871
Deferred tax liabilities	701	1,465	226
Total current liabilities	1,720,761	2,790,938	430,846
Deferred rent	830,414	945,192	145,912
Deferred revenue	155,395	180,861	27,920
Amounts due to related parties	4,083	—	—
Other long-term liabilities	215,762	275,954	42,600
Deferred tax liabilities	37,778	59,828	9,237
Total liabilities	2,964,193	4,252,773	656,515
Commitments and contingencies (Note 20)			
Equity:			
Ordinary shares (US\$0.0001 par value per share; 8,000,000,000 shares authorized; 250,747,255 and 253,978,323 shares issued as of December 31, 2014 and 2015, and 250,747,255 and 250,881,559 shares outstanding as of December 31, 2014 and 2015, respectively)	184	186	29
Treasury shares (nil and 3,096,764 shares as of December 31 2014 and 2015, respectively)	—	(107,331)	(16,569)
Additional paid-in capital	2,381,568	2,470,099	381,318
Retained earnings	847,220	1,007,559	155,540
Accumulated other comprehensive income (loss)	(12,008)	59,596	9,200
Total China Lodging Group, Limited shareholders' equity	3,216,964	3,430,109	529,518
Noncontrolling interest	1,749	10,639	1,642
Total equity	3,218,713	3,440,748	531,160
Total liabilities and equity	6,182,906	7,693,521	1,187,675

The accompanying notes are an integral part of these consolidated financial statements.

CHINA LODGING GROUP, LIMITED

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Renminbi in thousands, except share and per share data, unless otherwise stated)

	Year Ended December 31,			
	2013	2014	2015	2015 US\$'000 (Note 2)
Revenues:				
Leased hotels	3,870,887	4,522,431	4,986,872	769,840
Manachised and franchised hotels	549,958	742,797	1,123,979	173,512
Total revenues	4,420,845	5,265,228	6,110,851	943,352
Less: Business tax and related taxes	252,216	300,500	336,227	51,904
Net revenues	4,168,629	4,964,728	5,774,624	891,448
Operating costs and expenses:				
Hotel operating costs	3,181,666	3,878,027	4,512,147	696,556
Selling and marketing expenses	138,129	187,435	179,568	27,720
General and administrative expenses	284,756	342,128	403,008	62,214
Pre-opening expenses	211,284	186,325	110,011	16,983
Total operating costs and expenses	3,815,835	4,593,915	5,204,734	803,473
Other operating income, net	27,750	18,551	31,264	4,827
Income from operations	380,544	389,364	601,154	92,802
Interest income	6,856	23,162	26,712	4,124
Interest expense	813	1,533	3,854	595
Other income, net	1,907	4,749	4,083	630
Foreign exchange gain (loss)	21	(246)	7,814	1,206
Income before income taxes	388,515	415,496	635,909	98,167
Income tax expense	104,820	113,105	196,529	30,339
Net income	283,695	302,391	439,380	67,828
Less: net income (loss) attributable to noncontrolling interest	3,837	(4,957)	2,780	429
Net income attributable to China Lodging Group, Limited	279,858	307,348	436,600	67,399
Other comprehensive income				
Unrealized securities holding gains , net of tax of nil, 9,485 and 7,151 for 2013, 2014 and 2015	—	28,458	68,069	10,508
Foreign currency translation adjustments, net of tax of nil for 2013, 2014 and 2015	(976)	(1,082)	3,535	546
Comprehensive income	282,719	329,767	510,984	78,882
Comprehensive income (loss) attributable to the noncontrolling interest	3,837	(4,957)	2,780	429
Comprehensive income attributable to China Lodging Group, Limited	278,882	334,724	508,204	78,453
Earnings per share:				
Basic	1.14	1.23	1.74	0.27
Diluted	1.12	1.21	1.70	0.26
Weighted average number of shares used in computation:				
Basic	245,187,348	248,957,645	250,533,204	250,533,204
Diluted	249,486,284	253,004,204	256,104,167	256,104,167

The accompanying notes are an integral part of these consolidated financial statements.

CHINA LODGING GROUP, LIMITED

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(Renminbi in thousands, except share data, unless otherwise stated)

	Ordinary Shares		Treasury Shares		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Equity
	Share	Amount	Share	Amount					
Balance at January 1, 2013	244,494,095	180	—	—	2,243,403	260,014	(38,408)	25,376	2,490,565
Issuance of ordinary shares upon exercise of options and vesting of restricted stocks	3,057,904	2	—	—	29,144	—	—	—	29,146
Share-based compensation	—	—	—	—	30,468	—	—	—	30,468
Excess tax benefit from share-based compensation	—	—	—	—	14,582	—	—	—	14,582
Acquisitions of noncontrolling interest	—	—	—	—	(2,514)	—	—	(13,946)	(16,460)
Net income	—	—	—	—	—	279,858	—	3,837	283,695
Dividend paid to noncontrolling interest holders	—	—	—	—	—	—	—	(3,229)	(3,229)
Foreign currency translation adjustments	—	—	—	—	—	—	(976)	—	(976)
Balance at December 31, 2013	247,551,999	182	—	—	2,315,083	539,872	(39,384)	12,038	2,827,791
Issuance of ordinary shares upon exercise of options and vesting of restricted stocks	3,144,224	2	—	—	20,851	—	—	—	20,853
Issuance of ordinary shares in exchange of service	51,032	—	—	—	2,000	—	—	—	2,000
Share-based compensation	—	—	—	—	31,937	—	—	—	31,937
Excess tax benefit from share-based compensation	—	—	—	—	11,697	—	—	—	11,697
Noncontrolling interest recognized in connection with acquisitions	—	—	—	—	—	—	—	25	25
Net income	—	—	—	—	—	307,348	—	(4,957)	302,391
Unrealized securities holding gains, net of tax	—	—	—	—	—	—	28,458	—	28,458
Dividend paid to noncontrolling interest holders	—	—	—	—	—	—	—	(5,357)	(5,357)
Foreign currency translation adjustments	—	—	—	—	—	—	(1,082)	—	(1,082)
Balance at December 31, 2014	250,747,255	184	—	—	2,381,568	847,220	(12,008)	1,749	3,218,713
Issuance of ordinary shares upon exercise of options and vesting of restricted stocks	3,231,068	2	—	—	23,158	—	—	—	23,160
Share-based compensation	—	—	—	—	52,535	—	—	—	52,535
Excess tax benefit from share-based compensation	—	—	—	—	12,838	—	—	—	12,838
Noncontrolling interest recognized in connection with acquisitions	—	—	—	—	—	—	—	8,264	8,264
Net income	—	—	—	—	—	436,600	—	2,780	439,380
Unrealized securities holding gains, net of tax	—	—	—	—	—	—	68,069	—	68,069
Dividend paid to noncontrolling interest holders	—	—	—	—	—	—	—	(4,604)	(4,604)
Capital contribution from noncontrolling interest holders	—	—	—	—	—	—	—	2,450	2,450
Repurchase of shares	—	—	(3,096,764)	(107,331)	—	—	—	—	(107,331)
Cash dividends declared	—	—	—	—	—	(276,261)	—	—	(276,261)
Foreign currency translation adjustments	—	—	—	—	—	—	3,535	—	3,535
Balance at December 31, 2015	253,978,323	186	(3,096,764)	(107,331)	2,470,099	1,007,559	59,596	10,639	3,440,748

The accompanying notes are an integral part of these consolidated financial statements.

CHINA LODGING GROUP, LIMITED

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Renminbi in thousands, unless otherwise stated)

	Year Ended December 31,			
	2013	2014	2015	2015 US\$'000 (Note 2)
Operating activities:				
Net income	283,695	302,391	439,380	67,828
Adjustments to reconcile net income to net cash provided by operating activities:				
Share-based compensation	30,468	31,937	52,535	8,110
Depreciation and amortization	463,146	570,722	661,404	102,103
Deferred taxes	(22,619)	(42,391)	(50,149)	(7,742)
Bad debt expenses	4,573	4,770	1,997	308
Deferred rent	187,214	182,580	130,301	20,115
Loss (gain) from disposal of property and equipment	(10,734)	803	(5,519)	(852)
Impairment loss	7,965	27,391	95,608	14,759
Investment loss (income)	430	(4,902)	129	20
Excess tax benefit from share-based compensation	(14,582)	(11,697)	(12,838)	(1,982)
Changes in operating assets and liabilities, net of effect of acquisitions:				
Accounts receivable	(28,270)	(18,773)	(5,749)	(888)
Prepaid rent	(42,276)	(21,577)	(44,430)	(6,859)
Inventories	4,043	4,130	5,952	919
Amounts due from related parties	(658)	256	-	-
Other current assets	(26,400)	(42,369)	(15,518)	(2,395)
Other assets	(50,228)	(13,220)	1,787	276
Accounts payable	3,605	18,016	14,194	2,191
Amounts due to related parties	708	810	1,250	193
Salary and welfare payables	28,768	38,813	24,532	3,787
Deferred revenue	115,787	253,562	216,805	33,469
Accrued expenses and other current liabilities	62,545	58,995	121,502	18,757
Income tax payable	17,493	45,274	56,019	8,647
Other long-term liabilities	55,496	68,494	60,481	9,337
Net cash provided by operating activities	1,070,169	1,454,015	1,749,673	270,101
Investing activities:				
Purchases of property and equipment for hotels in operation and headquarters	(170,481)	(282,467)	(315,117)	(48,646)
Purchases of property and equipment for hotels under development	(902,166)	(648,455)	(325,105)	(50,187)
Purchases of intangibles	(4,290)	(10,423)	(8,818)	(1,361)
Amount received as a result of government zoning	15,030	10,557	6,721	1,038
Acquisitions, net of cash received	(34,070)	(16,050)	(19,153)	(2,957)
Proceeds from disposal of subsidiary and branch	—	18,484	5,000	772
Purchase of long-term investments	(54,744)	(191,064)	(137,707)	(21,258)
Proceeds from maturity/sale of long-term investments	—	88,266	29,139	4,498
Payment for shareholder loan to joint venture	—	(15,640)	(1,386)	(214)
Collection of shareholder loan from joint venture	—	—	1,522	235
Purchases of short-term investments	—	(75,210)	(455,811)	(70,365)
Proceeds from maturity/sale of short-term investments	—	55,499	30,858	4,764
Decrease (increase) in restricted cash	(1,527)	3,317	(360,500)	(55,652)
Net cash used in investing activities	(1,152,248)	(1,063,186)	(1,550,357)	(239,333)
Financing activities:				
Net proceeds from issuance of ordinary shares upon exercise of options	28,122	20,985	22,619	3,492
Payment of share repurchase	—	—	(107,331)	(16,569)
Proceeds from short-term debt	105,796	300,000	589,376	90,984
Repayment of short-term debt	(105,796)	(300,000)	(283,516)	(43,767)
Funds advanced from noncontrolling interest holders	1,945	—	5,432	839
Repayment of funds advanced from noncontrolling interest holders	(6,564)	(1,559)	(900)	(139)
Acquisitions of noncontrolling interest	(4,210)	(4,083)	(4,083)	(630)
Contribution from noncontrolling interest holders	—	—	2,450	378
Dividend paid to noncontrolling interest holders	(3,229)	(5,357)	(4,604)	(711)
Excess tax benefit from share-based compensation	14,582	11,697	12,838	1,982
Net cash provided by financing activities	30,646	21,683	232,281	35,859
Effect of exchange rate changes on cash and cash equivalents	(976)	(1,082)	(2,624)	(405)

Net increase (decrease) in cash and cash equivalents	(52,409)	411,430	428,973	66,222
Cash and cash equivalents at the beginning of the year	449,844	397,435	808,865	124,867
Cash and cash equivalents at the end of the year	397,435	808,865	1,237,838	191,089
Supplemental disclosure of cash flow information:				
Interest paid, net of amounts capitalized	813	1,533	3,854	595
Income taxes paid	99,065	110,222	190,660	29,433
Supplemental schedule of non-cash investing and financing activities:				
Purchases of property and equipment included in payables	639,749	585,119	513,168	79,219
Consideration payable for business acquisition	8,939	7,560	113,458	17,515
Purchase of intangible assets included in payables	9,660	8,682	7,646	1,180
Reimbursement of government zoning included in receivables	6,042	1,000	2,099	324
Proceeds from disposal of subsidiary and branch included in receivables	—	5,000	—	—
Proceeds from issuance of ordinary shares upon exercise of options included in receivables	1,318	1,185	1,727	267
Acquisition of noncontrolling interest included in payables	12,250	8,167	4,083	630

The accompanying notes are an integral part of these consolidated financial statements.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES

China Lodging Group, Limited (the “Company”) was incorporated in the Cayman Islands under the laws of the Cayman Islands on January 4, 2007. The principal business activities of the Company and its subsidiaries (the “Group”) are to develop leased, manachised and franchised hotels under the “Joya Hotel”, “Manxin Hotels & Resorts”, “JI Hotel”, “Starway Hotel”, “HanTing Hotel”, “Elan Hotel” and “Hi Inn” brands in the People’s Republic of China (“PRC”). As of December 31, 2015, the Group does not own any hotel properties.

Leased hotels

The Group leases hotel properties from property owners and is responsible for all aspects of hotel operations and management, including hiring, training and supervising the managers and employees required to operate the hotels. In addition, the Group is responsible for hotel development and customization to conform to the standards of the Group brands at the beginning of the lease, as well as repairs and maintenance, operating expenses and management of properties over the term of the lease.

Under the lease arrangements, the Group typically receives rental holidays of two to six months and pays rent on a quarterly or biannual basis. Rent is typically subject to the fixed escalations of three to five percent every three to five years. The Group recognizes rental expense on a straight-line basis over the lease term.

As of December 31, 2014 and 2015, the Group had 611 and 616 leased hotels in operation, respectively.

Manachised and franchised hotels

Typically the Group enters into certain franchise and management arrangements with franchisees for which the Group is responsible for providing branding, quality assurance, training, reservation, hiring and appointing of the hotel general manager and various other support services relating to the hotel renovation and operation. Those hotels are classified as manachised hotels. Under typical franchise and management agreements, the franchisee is required to pay an initial franchise fee and ongoing franchise and management service fees, the majority of which are equal to a certain percentage of the revenues of the hotel. The franchisee is responsible for the costs of hotel development, renovation and the costs of its operations. The term of the franchise and management agreements are typically eight to ten years and are renewable upon mutual agreement between the Group and the franchisee. The Group also has a small number of franchised hotels in which cases the Group does not provide a hotel general manager. As of December 31, 2014 and 2015, the Group had 1,376 and 2,067 manachised hotels in operation and 8 and 80 franchised hotels in operation, respectively.

2. SUMMARY OF PRINCIPAL ACCOUNTING POLICIES

Basis of presentation

The consolidated financial statements of the Group have been prepared in accordance with the accounting principles generally accepted in the United States of America (“US GAAP”).

Basis of consolidation

The consolidated financial statements include the financial statements of the Company and its majority-owned subsidiaries. All significant intercompany transactions and balances are eliminated on consolidation.

The Group evaluates the need to consolidate certain variable interest entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support.

The Group is deemed as the primary beneficiary of and consolidates variable interest entities when the Group has the power to direct the activities that most significantly impact the economic success of the entities and effectively assumes the obligation to absorb losses and has the rights to receive benefits that are potentially significant to the entities.

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The Group evaluates its business activities and arrangements with the entities that operate the manachised and franchised hotels to identify potential variable interest entities. Generally, these entities qualify for the business scope exception, therefore consolidation is not appropriate under the variable interest entity consolidation guidance.

Use of estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets, long lived assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates. The Group bases its estimates on historical experience and various other factors believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Significant accounting estimates reflected in the Group's consolidated financial statements include the useful lives and impairment of property and equipment and intangible assets, valuation allowance of deferred tax assets, impairment of goodwill, share-based compensation and costs related to its customer loyalty program.

Cash and cash equivalents

Cash and cash equivalents consist of cash on hand and demand deposits, which are unrestricted as to withdrawal and use, and which have original maturities of three months or less when purchased.

Restricted cash

Restricted cash mainly represents deposits used as security against borrowings.

Investments

Investments represent available-for-sale securities, cost-method investments, equity-method investments and loan receivables.

Investments in equity securities that have readily determinable fair values are classified as available-for-sale securities and reported at fair value, with unrealized gains and losses recorded as a component of other comprehensive income or loss. Realized gains or losses are recognized in the consolidated statements of comprehensive income during the period in which the gains or losses are realized. If the Group determines that a decline in the fair value of the individual available-for-sale security is other-than-temporary, the cost basis of the security is written down to the fair value as a new cost basis and the amount of the write-down is accounted for as a realized loss. The new cost basis will not be changed for subsequent recoveries in fair value. The Group reviews several factors to determine whether a loss is other-than-temporary. These factors include, but are not limited to: (1) the nature of the investment; (2) the cause and duration of the impairment; (3) the extent to which fair value is less than cost; (4) financial conditions and near term prospects of the issuers; and (5) the Group's ability to hold the security for a period of time sufficient to allow for any anticipated recovery of its amortized cost or fair value. Available-for-sale securities not expected to be realized in cash or sold in the next normal operating cycle of the business are classified as long-term investments.

The Group accounts for the investment in a private entity of which the Group owns less than 20% of the voting securities and does not have the ability to exercise significant influence over operating and financial policies of the entity as cost-method investment. The Group's cost-method investment is carried at historical cost in its consolidated financial statements and measured at fair value on a nonrecurring basis when there are events or changes in circumstances that may have a significant adverse effect. An impairment loss is recognized in the consolidated statements of comprehensive income equal to the excess of the investment's cost over its fair value when the impairment is deemed other-than-temporary.

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The Group accounts for the investment in entities with significant influence under equity-method accounting. Under this method, the Group's pro rata share of income (loss) from investment is recognized in the consolidated statements of comprehensive income. Dividends received reduce the carrying amount of the investment. Equity-method investment is reviewed for impairment by assessing if the decline in market value of the investment below the carrying value is other-than-temporary. In making this determination, factors are evaluated in determining whether a loss in value should be recognized. These include consideration of the intent and ability of the Group to hold investment and the ability of the investee to sustain an earnings capacity, justifying the carrying amount of the investment. Impairment losses are recognized in other expense when a decline in value is deemed to be other-than-temporary.

No event had occurred that indicated that an other-than-temporary impairment existed and therefore the Group did not record any impairment charges for these investments during 2013, 2014 or 2015.

Loan receivables are measured at amortized cost with interest accrued based on the contract rate. The Group classified loan receivables as long-term or short-term investments according to their contractual maturity or expected holding time. The Group evaluates the credit risk associated with the loans, and estimates the cash flow expected to be collected over the life of loans. A valuation allowance will be established for the loans unable to collect. No valuation allowance has been recorded in 2013, 2014 or 2015 based on the result of the assessment.

Accounts receivable, net of allowance

Trade receivables mainly consist of franchise fee receivables, amounts due from corporate customers, travel agents, hotel guests and credit card receivables, which are recognized and carried at the original invoice amount less an allowance for doubtful accounts. The Group establishes an allowance for doubtful accounts primarily based on the age of the receivables and factors surrounding the credit risk of specific customers.

Inventories

Inventories mainly consist of small appliances, bedding and daily consumables. Small appliances and bedding for new hotels opened are stated at cost, less accumulated amortization, and are amortized over their estimated useful lives, generally one year, from the time they are put into use. Daily consumables and beddings replacement are expensed when used.

Property and equipment, net

Property and equipment, net are stated at cost less accumulated depreciation and amortization. The renovations, betterments and interest cost incurred during construction are capitalized. Depreciation and amortization of property and equipment is provided using the straight line method over their expected useful lives. The expected useful lives are as follows:

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Leasehold improvements	Shorter of the lease term or their estimated useful lives
Buildings	40 years
Furniture, fixtures and equipment	3-5 years
Motor vehicles	5 years

Construction in progress represents leasehold improvements under construction or being installed and is stated at cost. Cost comprises original cost of property and equipment, installation, construction and other direct costs. Construction in progress is transferred to leasehold improvements and depreciation commences when the asset is ready for its intended use.

Expenditures for repairs and maintenance are expensed as incurred. Gain or loss on disposal of property and equipment, if any, is recognized in the consolidated statements of comprehensive income as the difference between the net sales proceeds and the carrying amount of the underlying asset.

Intangible assets, net and unfavorable lease

Intangible assets consist primarily of brand name, non-compete agreements, franchise agreements and favorable leases acquired in business combinations and purchased software. Intangible assets acquired through business combinations are recognized as assets separate from goodwill if they satisfy either the “contractual-legal” or “separability” criterion. Intangible assets, including brand name, non-compete agreements, franchise agreements and favorable lease agreements acquired from business combination are recognized and measured at fair value upon acquisition. Non-compete agreements, franchise agreements and favorable lease agreements are amortized over the expected useful life, remaining franchise contract terms and remaining operating lease terms. Unfavorable lease agreements from business combination transactions are recognized as other long-term liabilities and are amortized over the remaining operating lease terms. Purchased software is stated at cost less accumulated amortization.

Brand name is considered to have an indefinite life. The Group evaluates the brand name each reporting period to determine whether events and circumstances continue to support an indefinite useful life. Impairment is tested annually or more frequently if events or changes in circumstances indicate that it might be impaired. The Group measures the impairment by comparing the fair value of brand name with its carrying amount. If the carrying amount of brand name exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess. The Group measured the fair value of the brand name under the relief-from-royalty method. Management performs its annual brand name impairment test on November 30.

Impairment of long-lived assets

The Group evaluates its long-lived assets and finite lived intangibles for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. When these events occur, the Group measures impairment by comparing the carrying amount of the assets to future undiscounted net cash flows expected to result from the use of the assets and their eventual disposition. If the sum of the expected undiscounted cash flows is less than the carrying amount of the assets, the Group recognizes an impairment loss equal to the difference between the carrying amount and fair value of these assets.

The Group performed a recoverability test of its long-lived assets associated with certain hotels due to the continued underperformance relative to the projected operating results, of which the carrying amount of the property and equipment exceed the future undiscounted net cash flows, and recognized an impairment loss of RMB7,965, RMB27,203 and RMB93,163 during the year ended December 31, 2013, 2014 and 2015, respectively.

Fair value of the property and equipment was determined by the Group based on the income approach using the discounted cash flow associated with the underlying assets, which incorporated certain assumptions including projected hotels' revenue, growth rates and projected operating costs based on current economic condition, expectation of management and projected trends of current operating results.

Goodwill

Goodwill represents the excess of the cost of an acquisition over the fair value of the identifiable assets less liabilities acquired.

Goodwill is tested for impairment annually or more frequently if events or changes in circumstances indicate that it might be impaired. The Group completes a two-step goodwill impairment test. The first step compares the fair values of each reporting unit to its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill is not considered to be impaired and the second step will not be required. If the carrying amount of a reporting unit exceeds its fair value, the second step compares the implied fair value of goodwill to the carrying value of a reporting unit's goodwill. The implied fair value of goodwill is determined in a manner similar to accounting for a business combination with the allocation of the assessed fair value determined in the first step to the assets and liabilities of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. This allocation process is only performed for purposes of evaluating goodwill impairment and does not result in an entry to adjust the value of any assets or liabilities. An impairment loss is recognized in general and administrative expenses for any excess in the carrying value of goodwill over the implied fair value of goodwill. Management performs its annual goodwill impairment test on November 30.

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The Group recognized goodwill impairment of nil, RMB188 and RMB2,445 for years ended December 31, 2013, 2014 and 2015, respectively.

Accruals for customer loyalty program

The Group invites its customers to participate in a customer loyalty program. The membership has an unlimited life. Members enjoy favorable treatment such as more convenient check-out procedures and late check-out, discounts on room rates and accumulate membership points for their paid stays, which can be redeemed for gifts or offset the room charges within two years after the points are earned. The estimated incremental costs to provide room night awards and other gifts are accrued and recorded as accruals for customer loyalty program as members accumulate points and are recognized as cost and expense in the accompanying consolidated statements of comprehensive income. As members redeem awards or their entitlements expire, the provision is reduced correspondingly. As of December 31, 2014 and 2015, the accruals for estimated liabilities under the customer loyalty program amounted to RMB71,475 and RMB113,749, respectively.

Deferred revenue

Deferred revenue generally consists of non-refundable advances received from customers for rental of rooms, cash received for membership fees and initial franchise fees received prior to the Group fulfilling its commitments to the franchisees.

Revenue recognition

Revenue from leased hotels is derived from hotel operations, mainly including the rental of rooms, food and beverage sales and souvenir sales. Revenue is recognized when rooms are occupied and food and beverages and souvenirs are sold.

Revenues from manachised and franchised hotels are derived from franchise agreements where the franchisees are primarily required to pay (i) an initial one-time franchise fee, and (ii) continuing franchise fees, which mainly consist of (a) on-going management and service fees mainly based on a certain percentage of the room revenues of the franchised hotels, and (b) system maintenance, support fees and central reservation system usage fees. The one-time franchise fee is recognized when the manachised and franchised hotel opens for business, the fee becomes non-refundable, and the Group has fulfilled all its commitments and obligations, including the assistance to the franchisees in property design, leasehold improvement construction project management, systems installation and personnel recruiting and training. The ongoing management and service fees are recognized when the underlying service revenue is recognized by the franchisees' operations. The system maintenance, support fee and central reservation system usage fee is recognized over the period when services are provided.

In addition, the Group accounts for hotel manager fees related to the manachised hotels under the franchise program as revenues. Pursuant to the franchise agreements, the Group charges the franchisees fixed hotel manager fees to cover the manachised hotel managers' payroll, social welfare benefits and certain other out-of-pocket expenses that the Group incurs on behalf of the manachised hotels. The hotel manager fee is recognized as revenue monthly. During the years ended December 31, 2013, 2014 and 2015, the hotel manager fees that were recognized as revenue were RMB116,885, RMB166,572 and RMB261,743, respectively.

Membership fees from the Group's customer loyalty program are earned and recognized on a straight-line basis over the expected membership duration of the different membership levels. Such duration is estimated based on the Group's and management's experience and is adjusted on a periodic basis to reflect changes in membership retention. The membership duration is estimated to be two to five years which reflects the expected membership retention. Revenues recognized from the customer loyalty program were RMB74,715, RMB107,737 and RMB130,644 for the years ended December 31, 2013, 2014 and 2015, respectively.

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Business tax and related taxes

The Group is subject to business tax, education surtax and urban maintenance and construction tax, on the services provided in the PRC. Such taxes are primarily levied based on revenue at applicable rates and are recorded as a reduction of revenues.

On 24 March 2016, the Ministry of Finance (MOF) and the State Administration of Taxation (SAT) jointly published Caishui [2016] No. 36 (Circular 36), which provides the detailed implementation guidance on the further rollout of the Value-Added Tax (VAT) reform to sectors such as construction, real estate, financial services and lifestyle services. Circular 36 takes effect from 1 May 2016. Lifestyle services have a broad coverage to include a variety of services which are to meet the daily needs of the residents, and accommodation and associated services are included in such category with the applicable tax rate of 6%. As such, starting from May 2016, the accommodation services of the Group are subject to 6% of VAT.

Advertising and promotional expenses

Advertising related expenses, including promotion expenses and production costs of marketing materials, are charged to the consolidated statements of comprehensive income as incurred, and amounted to RMB43,807, RMB79,806 and RMB47,971 for the years ended December 31, 2013, 2014 and 2015, respectively.

Government grants

Government grants represent cash received by the Group in the PRC from local governments as incentives for investing in certain local districts, and are typically granted based on the amount of investments the Group made as well as income generated by the Group in such districts. Such subsidies allow the Group full discretion to utilize the funds and are used by the Group for general corporate purposes. The local governments have final discretion as to whether the Group has met all criteria to be entitled to the subsidies. Normally, the Group does not receive written confirmation from local governments indicating the approval of the cash subsidy before cash is received, and therefore cash subsidies are recognized when received and when all the conditions for their receipts have been satisfied. Government grants recognized were RMB17,016, RMB19,657 and RMB28,188 for the years ended December 31, 2013, 2014 and 2015, respectively, which were recorded as other operating income.

Leases

A lease of which substantially all the benefits and risks incidental to ownership remain with the lessor is classified as an operating lease. All leases of the Group are currently classified as operating leases. When a lease contains rent holidays or requires fixed escalations of the minimum lease payments, the Group records the total rental expense on a straight-line basis over the initial lease term and the difference between the straight-line rental expense and cash payment under the lease is recorded as deferred rent. As of December 31, 2014 and 2015, deferred rent of RMB21,701 and RMB37,224 were recorded as other current liabilities and RMB830,414 and RMB945,192 were recorded as long-term liabilities, respectively.

Capitalization of interest

Interest cost incurred on funds used to construct leasehold improvements during the active construction period is capitalized. The interest capitalized is determined by applying the borrowing interest rate to the average amount of accumulated capital expenditures for the assets under construction during the period. The interest expense incurred for the years ended December 31, 2013, 2014 and 2015 were RMB1,084, RMB14,733 and RMB5,383, of which RMB271, RMB13,200 and RMB1,529 were capitalized as additions to assets under construction, respectively.

Income taxes

Current income taxes are provided for in accordance with the relevant statutory tax laws and regulations.

Deferred income taxes are recognized for temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. Net operating losses are carried forward and credited by applying enacted statutory tax rates applicable to future years. Deferred tax assets are reduced by a valuation allowance when, in the opinion of the Group, it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on the characteristics of the underlying assets and liabilities, or the expected timing of their use when they do not relate to a specific asset or liability.

Foreign currency translation

The reporting currency of the Group is the Renminbi ("RMB"). The functional currency of the Company is the United States dollar ("US dollar"). Monetary assets and liabilities denominated in currencies other than the US dollar are translated into US dollar at the rates of exchange ruling at the balance sheet date. Transactions in currencies other than the US dollar during the year are converted into the US dollar at the applicable rates of exchange prevailing on the day transactions occurred. Transaction gains and losses are recognized in the statements of comprehensive income. Assets and liabilities are translated into RMB at the exchange rates at the balance sheet date, equity accounts are translated at historical exchange rates and revenues, expenses, gains and losses are translated using the average rate for the year. Translation adjustments are reported as cumulative translation adjustments and are shown as a separate component of other comprehensive loss in the consolidated statements of comprehensive income.

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The financial records of the Group's subsidiaries are maintained in local currencies, which are the functional currencies.

Comprehensive income

Comprehensive income includes all changes in equity except for those resulting from investments by owners and distributions to owners and is comprised of net income, foreign-currency translation adjustments and unrealized securities holding gains (losses).

Concentration of credit risk

Financial instruments that potentially expose the Group to concentration of credit risk consist primarily of cash and cash equivalents, restricted cash, short-term and long-term investments and accounts receivable.

All of the Group's cash and cash equivalents and restricted cash are held with financial institutions that Group management believes to be high credit quality. In addition, the Group's investment policy limits its exposure to concentrations of credit risk and the Group's short-term and long-term investments consist of loan receivables and equity investments in listing and private companies. The Group conducts credit evaluations on its group and agency customers and generally does not require collateral or other security from such customers. The Group periodically evaluates the creditworthiness of the existing customers in determining an allowance for doubtful accounts primarily based upon the age of the receivables and factors surrounding the credit risk of specific customers.

Fair value

The Group defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

The established fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels of inputs may be used to measure fair value include:

Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3 applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

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The estimated fair value of the Group's financial instruments that are not reported at fair value, including cash, restricted cash, loans to franchisees and cost method equity investment, receivables, payables and accruals, approximates their carrying value due to their short-term nature.

When available, the Group uses quoted market prices to determine the fair value of an asset or liability. If quoted market prices are not available, the Group measures fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates.

As of December 31, 2015, information about inputs into the fair value measurements of the Group's assets and liabilities that are measured at fair value on a recurring basis in periods subsequent to their initial recognition is as follows:

Description	As of December 31, 2015	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term available-for-sale securities	506,407	506,407	—	—
Long-term available-for-sale securities	166,546	166,546	—	—
Total	672,953	672,953	—	—

The following table presents the Group's assets measured at fair value on a non-recurring basis for the years ended December 31, 2013, 2014 and 2015:

Year Ended December 31,	Description	Fair Value for Year ended December 31	Fair Value Measurements at Reporting Date Using			Total Loss for the Year
			Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
2013	Property and equipment	5,382	—	—	5,382	7,965
2014	Property and equipment	13,561	—	—	13,561	27,203
2014	Goodwill	—	—	—	—	188
2015	Property and equipment	21,879	—	—	21,879	93,163
2015	Goodwill	—	—	—	—	2,445

As a result of reduced expectations of future cash flows from certain leased hotels, the Group determined that the hotels property and equipment with a carrying amount of RMB13,347, RMB40,764 and RMB115,042 was not fully recoverable and consequently recorded an impairment charge of RMB7,965, RMB27,203 and RMB93,163 for the years ended December 31, 2013, 2014 and 2015, respectively. The Company also determined that the goodwill amount with a carrying amount of RMB188 and RMB2,445 was impaired as a result of the impairment assessment for the years ended December 31, 2014 and 2015, respectively.

Fair value of the property and equipment as well as the reporting units was determined by the Group based on the income approach using the discounted cash flow associated with the underlying assets, which incorporated certain assumptions including projected hotels' revenue, growth rates and projected operating costs based on current economic condition, expectation of management and projected trends of current operating results. As a result, the Group has determined that the majority of the inputs used to value its long-lived assets held and used and its reporting units are unobservable inputs that fall within Level 3 of the fair value hierarchy. The revenue growth rate and the discount rate were the significant unobservable input used in the fair value measurement, which are 4% and 20%, respectively, for the years ended December 31, 2013, 2014 and 2015.

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Share-based compensation

The Group recognizes share-based compensation in the consolidated statements of comprehensive income based on the fair value of equity awards on the date of the grant, with compensation expenses recognized over the period in which the grantee is required to provide service to the Group in exchange for the equity award. Vesting of certain equity awards are based on the performance conditions for a period of time following the grant date. Share-based compensation expense is recognized according to the Group's judgement of likely future performance and will be adjusted in future periods based on the actual performance. Compensation expenses for the awards with market conditions are recognized during the requisite service period, even if the market condition is never satisfied. The share-based compensation expenses have been categorized as either hotel operating costs, general and administrative expenses or selling and marketing expenses, depending on the job functions of the grantees. For the years ended December 31, 2013, 2014 and 2015, the Group recognized share-based compensation expenses of RMB30,468, RMB31,937 and RMB52,535, respectively, which was classified as follows:

	Year Ended December 31,		
	2013	2014	2015
Hotel operating costs	4,948	6,830	8,835
Selling and marketing expenses	973	939	907
General and administrative expenses	24,547	24,168	42,793
Total	<u>30,468</u>	<u>31,937</u>	<u>52,535</u>

Earnings per share

Basic earnings per share is computed by dividing income attributable to holders of ordinary shares by the weighted average number of ordinary shares outstanding during the year. Diluted earnings per share reflects the potential dilution that could occur if securities or other contracts to issue ordinary shares were exercised or converted into ordinary shares and is calculated using the treasury stock method for stock options and nonvested restricted stocks.

Segment reporting

The Group operates and manages its business as a single segment. The Group primarily generates its revenues from customers in the PRC. Substantially all of the Group's long-lived assets are located in the PRC.

Treasury shares

Treasury shares represent shares repurchased by the Company that are no longer outstanding and are held by the Company. Treasury shares are accounted for under the cost method. As of December 31, 2015, under the repurchase plan, the Company had repurchased an aggregate of 3,096,764 ordinary shares on the open market for total cash consideration of RMB107,331. The repurchased shares were presented as "treasury shares" in shareholders' equity on the Group's consolidated balance sheets.

Recently issued accounting pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which superseded the revenue recognition requirement in Topic 605, Revenue Recognition, including most industry-specific revenue recognition guidance throughout the Industry Topics of the Codification. In addition, it also superseded the cost guidance in Subtopic 605-35, *Revenue Recognition—Construction-Type and Production-Type Contracts*, and created new Subtopic 340-40, *Other Assets and Deferred Costs—Contracts with Customers*. ASU 2014-09 requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services, which will be effective for annual reporting period beginning after December 15, 2016 for public entities. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, which defers the effective date of ASU 2014-09 for all entities by one year. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. The Group is still in the process of assessing the impact of the ASUs on the Group's consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of financial statements—going concern (Subtopic 205-40)*, which provided guidance on management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures so as to reduce the diversity in the timing and content of footnote disclosures. ASU 2014-15 will be effective for annual periods ending after December 15, 2016. The Group does not expect the adoption will have a material impact on the Group's consolidated financial statements.

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In September, 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*, to eliminate the requirement to retrospectively account for those adjustments. Under this ASU, an acquirer must recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. The ASU also requires acquirers to present separately on the face of the income statement, or disclose in the notes, the portion of the amount recorded in current-period earnings by line item that would have been recorded in previous reporting periods if the adjustment to the provisional amounts had been recognized as of the acquisition date. For public business entities, the ASU is effective for fiscal years beginning after December 15, 2015, including interim periods within those fiscal years. The ASU must be applied prospectively to adjustments to provisional amounts that occur after the effective date. Early adoption is permitted for financial statements that have not been issued. The Group does not expect the adoption will have a material impact on the Group's consolidated financial statements.

In November, 2015, the FASB issued ASU No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*, which changes how deferred taxes are classified on organizations' balance sheets. The ASU eliminates the current requirement for organizations to present deferred tax liabilities and assets as current and noncurrent in a classified balance sheet. Instead, organizations will be required to classify all deferred tax assets and liabilities as noncurrent. The amendments apply to all organizations that present a classified balance sheet. For public companies, the amendments are effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within those annual periods. Earlier application is permitted for all entities as of the beginning of an interim or annual reporting period. The Group did not early adopt this ASU and expects this will impact the classification of deferred tax assets and liabilities on the consolidated balance sheets while will not impact the consolidated statements of comprehensive income.

In January, 2016, the FASB issued ASU No. 2016-01, to improve the recognition and measurement of financial instruments. The new guidance requires equity investments (except those accounted for under the equity method of accounting, or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income and separate presentation of financial assets and financial liabilities by measurement category and form of financial asset (i.e., securities or loans and receivables) on the balance sheet or the accompanying notes to the financial statements. The guidance also eliminates the requirement to disclose the fair value of financial instruments measured at amortized cost for organizations that are not public business entities and the requirement for public business entities to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet. The new guidance is effective for public companies for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The new guidance permits early adoption of the own credit provision. The Group is still in the process of assessing the impact of this ASU on the Group's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. This ASU will be effective for fiscal years beginning after December 15, 2018 for public entities, and it will be effective for fiscal years beginning after December 15, 2019. Early adoption is permitted. The Group is still in the process of assessing the impact of this ASU on the Group's consolidated financial statements.

In March 2016, the FASB issued ASU 2016-07, which eliminates the requirement to retroactively adopt the equity method of accounting. The amendments require that the equity method investor add the cost of acquiring the additional interest in the investee to the current basis of the investor's previously held interest and adopt the equity method of accounting as of the date the investment becomes qualified for equity method accounting. The amendments in this ASU are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016. The amendments should be applied prospectively upon their effective date to increases in the level of ownership interest or degree of influence that result in the adoption of the equity method. Earlier application is permitted. The Group is in the process of evaluating the impact of this ASU on the consolidated financial statements.

In March 2016, the FASB issued ASU 2016-08, which amends the principal-versus-agent implementation guidance and illustrations in the Board's new revenue standard (ASC 606). The amendments in this update clarify the implementation guidance on principal versus agent considerations. When another party, along with the reporting entity, is involved in providing goods or services to a customer, an entity is required to determine whether the nature of its promise is to provide that good or service to the customer (as a principal) or to arrange for the good or service to be provided to the customer by the other party (as an agent). The guidance is effective for interim and annual periods beginning after December 15, 2017. The Group is in the process of evaluating the impact of this ASU on the consolidated financial statements.

In March 2016, the FASB issued ASU 2016-09, which simplifies several aspects of the accounting for employee share-based payment transactions for both public and nonpublic entities, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification in the statement of cash flows. For public entities, the ASU is effective for annual reporting periods beginning after December 15, 2016, including interim periods within those annual reporting periods. Early adoption will be permitted in any interim or annual period for which financial statements have not yet been issued or have not been made available for issuance. The Group is in the process of evaluating the impact of this ASU on the consolidated financial statements.

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Translation into United States Dollars

The financial statements of the Group are stated in RMB. Translations of amounts from RMB into United States dollars are solely for the convenience of the reader and were calculated at the rate of US\$1.00 = RMB6.4778, on December 31, 2015, as set forth in H.10 statistical release of the Federal Reserve Board. The translation is not intended to imply that the RMB amounts could have been, or could be, converted, realized or settled into United States dollars at that rate on December 31, 2015, or at any other rate.

3. ACQUISITIONS

(i) During the years ended December 31, 2013, 2014 and 2015, the Group acquired nine individual hotels, one individual hotel, and one hotel chain and two individual hotels for total cash consideration of RMB33,423, RMB12,975 and RMB127,226, respectively. The individual hotels were in the form of leased hotel and the hotel chain acquired contained 13 leased hotels and several manachised and franchised hotels. The business acquisitions were accounted for under purchase accounting.

The following is a summary of the fair values of the assets acquired and liabilities assumed:

	2013	2014	2015	Amortization Period
Current assets	5,552	25	3,382	
Property and equipment	29,805	10,477	74,222	5-10 years
Favorable leases	6,422	3,330	41,283	remaining lease terms
Deferred tax assets	6,628	—	515	
Franchise agreements	—	—	3,300	remaining contracts terms
Goodwill	662	—	46,135	
Other noncurrent assets	—	—	663	
Current liabilities	(2,501)	—	(22,864)	
Deferred tax liabilities	(13,145)	(832)	(11,146)	
Noncontrolling interest	—	(25)	(8,264)	
Total	33,423	12,975	127,226	

(ii) After the Group's acquisition of 51% equity interest of Starway Hotels (Hong Kong) Limited ("Starway"), a franchised hotel chain from C-Travel International Limited ("C-Travel"), a wholly owned subsidiary of Ctrip.com International, Ltd. in 2012, the Group acquired the remaining 49% equity interest of Starway in 2013 for cash consideration of RMB16,460, of which RMB4,210, RMB 4,083 and RMB4,083 has been paid in 2013, 2014 and 2015, respectively, with the remaining amount of RMB4,084 to be paid in the following year. The purchase of the remaining 49% noncontrolling interest is treated as an equity transaction. The difference between the purchase consideration and the related carrying value of the noncontrolling interests of RMB2,514 was recorded as a reduction of additional paid-in capital during the year ended December 31, 2013.

4. SHORT-TERM INVESTMENTS

The short-term investments as of December 31, 2014 and 2015 were as follows:

	As of December 31,	
	2014	2015
Loan receivables from franchisees	6,904	16,955
Loan receivables from other entities	19,711	9,853
HMIN	—	506,407
Total	26,615	533,215

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Since April 2014, the Group entered into entrusted loan agreements with certain franchisees with the typical terms to be two to three years and annual interest rates ranging from 8.0% to 8.5%, among which with due date within 12 months were classified as short-term investments. The Group recognized RMB184 and RMB1,124 interest income for the short-term parts of the loans in 2014 and 2015, respectively.

Loan receivables from other entities represents the loans the Company lent to other unrelated private entities with the annual interest rates ranging from 0%~12% with the due date within 12 months. The Group recognized RMB91 and RMB2,273 interest income for the loans in 2014 and 2015, respectively.

In 2015, the Group purchased 2,282,951 ADS of HOMEINNS HOTEL GROUP ("HMIN"), a hotel chain listed in NASDAQ in the USA, from open market for consideration of RMB434,811. As of December 2015, the Group holds approximately 4.7% of HMIN's total outstanding shares. Given the level of investment, the Group accounts for its investment in HMIN as "available-for-sale" and measured the fair value at every period end. The unrealized holding gains and losses for available-for-sale securities are reported in other comprehensive income until realized. As of December 31, 2015, the Group recorded the investment in HMIN at the fair value of RMB506,407, with the fair value increase of RMB46,617 recorded to other comprehensive income.

5. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consist of the following:

	As of December 31,	
	2014	2015
Cost:		
Buildings	12,115	12,115
Leasehold improvements	4,916,270	5,354,550
Furniture, fixtures and equipment	742,682	838,380
Motor vehicles	820	820
	5,671,887	6,205,865
Less: Accumulated depreciation	(2,008,882)	(2,582,184)
	3,663,005	3,623,681
Construction in progress	244,338	182,205
Property and equipment, net	3,907,343	3,805,886

Depreciation expense was RMB453,637, RMB559,918 and RMB648,277 for the years ended December 31, 2013, 2014 and 2015, respectively.

The Group occasionally demolishes certain leased hotels due to local government zoning requirements, which typically results in receiving compensation from the government.

In 2013, the Group demolished three leased hotels due to local government zoning requirements. As a result, the Group wrote off property and equipment of RMB7,296 associated with these hotels and recognized a gain of RMB10,734 as other operating income, which is net of RMB15,030 cash received and RMB3,000 receivable recorded in other current assets as of December 31, 2013. In March 2014, RMB2,000 has been received. In January 2015, the remaining RMB1,000 has been received.

In 2014, the Group demolished one leased hotel due to local government zoning requirements. As a result, the Group wrote off property and equipment of RMB3,971 associated with this hotel and recognized a gain of RMB33 as other operating income with RMB4,004 cash received.

In 2015, the Group demolished one leased hotel due to local government zoning requirements. As a result, the Group wrote off property and equipment of RMB2,301 associated with this hotel and recognized a gain of RMB5,519 as other operating income with RMB5,721 cash received and RMB2,099 receivable recorded in other current assets as of December 31, 2015.

As of December 31, 2015, the Group has been formally notified by local government authorities that two additional leased hotels of the Group will likely be demolished due to local government zoning requirements. The aggregate carrying amount of property and equipment at the associated hotels was RMB12,987 as of December 31, 2015. Neither of the associated hotels has recorded intangible assets or goodwill. The Group has not recognized any impairment as expected cash flows from the hotels' operations prior to demolition and expected amounts to be received as a result of the demolition will likely exceed the carrying value of such assets. The Group estimated amounts to be received based on the relevant PRC laws and regulations, terms of the lease agreements, and the prevailing market practice.

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6. INTANGIBLE ASSETS, NET AND UNFAVORABLE LEASE

Intangible assets, net consist of the following:

	As of December 31,	
	2014	2015
Brand name	28,600	28,600
Franchise agreements	7,700	11,000
Non-compete agreement	400	400
Favorable lease agreements	79,378	120,661
Purchased software	35,298	44,405
Total	151,376	205,066
Less: Accumulated amortization	(46,839)	(60,254)
Total	104,537	144,812

Unfavorable lease

	As of December 31,	
	2014	2015
Unfavorable lease agreements	3,924	3,924
Less: Accumulated amortization	(2,604)	(2,893)
Unfavorable lease agreements, net	1,320	1,031

The values of favorable lease agreements were determined based on the estimated present value of the amount the Group has avoided paying as a result of entering into the lease agreements. Unfavorable lease agreements were determined based on the estimated present value of the acquired lease that exceeded market prices and are recognized as other long-term liabilities. The value of favorable and unfavorable lease agreements is amortized using the straight-line method over the remaining lease term.

Amortization expense of intangible assets for the years ended December 31, 2013, 2014 and 2015 amounted to RMB9,846, RMB11,101 and RMB13,415, respectively.

The annual estimated amortization expense for the above intangible assets and unfavorable lease for the following years is as follows:

	Amortization for Intangible Assets	Amortization for Unfavorable Lease	Net Amortization
2016	14,683	(209)	14,474
2017	14,326	(130)	14,196
2018	13,222	(130)	13,092
2019	12,702	(130)	12,572
2020	12,322	(130)	12,192
Thereafter	48,957	(302)	48,655
	116,212	(1,031)	115,181

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7. LONG-TERM INVESTMENTS

The long-term investments as of December 31, 2014 and 2015 were as follows:

	As of December 31,	
	2014	2015
<i>Available-for-sale securities:</i>		
Quanjude	137,943	166,546
<i>Cost-method investments:</i>		
UBOX/BJ UBOX	40,517	48,220
BJ GOOAGOO/GOOAGOO	10,289	59,939
Founder Service	—	20,000
Qingpu	—	17,143
<i>Equity-method investments:</i>		
Sheen Star	20,990	20,862
Yibang	2,482	770
Campsort	11,644	—
Other investments	—	10,762
<i>Loan receivables from franchisees</i>	5,140	12,336
Total	229,005	356,578

Available-for-sale securities:

In June 2014, the Group purchased 7,241,131 ordinary shares of China Quanjude (Group) Co., Ltd. ("Quanjude"), a top restaurant brand listed in Shenzhen Stock Exchange in China, through a private placement. The purchase price was set at RMB13.81 per ordinary share and the total purchase cost was RMB100 million. Upon the closing of the transaction described above, the Group holds approximately 2.35% of Quanjude's total outstanding shares. Given the level of investment, the Group accounts for its investment in Quanjude as "available-for-sale" and measured the fair value at every period end. The unrealized holding gains and losses for available-for-sale securities are reported in other comprehensive income until realized. As of December 31, 2014 and 2015, the Group recorded the investment in Quanjude at the fair value of RMB 137,943 and RMB166,546, respectively, with RMB 28,458 and RMB21,451 increase in fair value of the investment, net of tax, credited to other comprehensive income.

Cost-method investments:

From 2012 to 2013, the Company invested in preferred shares and convertible promissory notes of UBOX International Holdings Co., Limited ("UBOX"), a privately-held company, with the total consideration of RMB40,517. The convertible notes were subsequently converted to ordinary shares of UBOX in 2013 and 2014. UBOX went through group restructuring in 2015, and the Group's investment in UBOX has been transferred to the investment of ordinary shares of Beijing UBOX On-line Technology Co., Ltd. ("BJ UBOX"), which shared most of the investors in common with UBOX. The Group has additionally injected RMB7,703 to BJ UBOX in 2015. As of December 31, 2015, the Group had approximately 3.6% equity interest of BJ UBOX. The investments were accounted for using the cost method since the Group does not have the ability to exert significant influence over the operating and financing activities of UBOX or BJ UBOX. As of December 31, 2015, there had been no identified events or changes in circumstances that had a significant adverse effect on the investments or other indicates of impairment.

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In November 2014, the Group purchased 8% equity interest in Beijing GOOAGOO Technology Service Co., Ltd. (“BJ GOOAGOO”), a high-tech service provider for Offline-To-Online data processing and platform operation, for the consideration of RMB10,289. BJ GOOAGOO started restructuring process in 2015. In September 2015, the Group purchased 45,000,000 series A preferred shares for the consideration of RMB45,000 and RMB4,650 convertible notes in Gooagoo Group Holdings Limited (“GOOAGOO”). Each series A preferred share and convertible note shall be convertible at the option of the holder at any time to ordinary shares. BJ GOOAGOO shared most of the investors in common with GOOAGOO. After the transaction, the Group had approximately 12.5% equity interest of GOOAGOO. The Group accounted for the investment under cost method since the Group does not have the ability to exert significant influence over those companies.

In September 2015, the Group purchased 10% equity interest in Shanghai Founder Service Co., Ltd. (“Founder Service”), a serviced office space provider for newly founded companies, for the consideration of RMB20,000. The Group accounted for the investment under cost method since the Group does not have the ability to exert significant influence over Founder Service.

In December 2015, the Group purchased 10% equity interest in Beijing Qingpu Tourism Culture Development Co., Ltd. (“Qingpu”), a cultural activities organizer and tourism service provider, for the consideration of RMB17,143. The Group accounted the investment under cost method since the Group does not have the ability to exert significant influence over Qingpu.

Equity-method investments:

In April 2014, the Group set up Sheen Star together with Mr. Qi Ji, the founder, executive chairman of the Group and a third party. Sheen Star is a real estate investment company which the Group contributed RMB20,990 and owned equity interest of 19.99%, and Mr. Qi Ji owned 50.01%. The Group accounted for the investment in Sheen Star under equity-method as the Group has the ability to exert significant influence. The Group recognized investment loss of nil and RMB153 in other income in 2014 and 2015, respectively.

In May 2013, the Group acquired 30% equity interest in Lijiang Yibang Changchunteng Hotel Co., Limited (“Yibang”) for consideration of RMB430. In April 2014, The Group acquired additional 20% equity interest in Yibang for consideration of RMB285. The Group accounted for the investment under equity-method because the Group has the ability to exert significant influence but does not have the control over Yibang. The Group recognized investment loss of RMB430, investment income of RMB2,197 and investment loss of RMB1,712 in 2013, 2014 and 2015, respectively, which was recorded in other income.

In July 2014, the Group acquired 30% equity interest in Shanghai Campsort Travel Development Co., Ltd. (“Campsort”), a new resort hotel chain in China, for consideration of RMB15,000. In November 2014, the Group transferred 6% equity interest to Shanghai Homeinn Hotel Management Co., Ltd. for consideration of RMB3,000. As of December 31, 2014, the Group held 24% equity interest of Campsort and accounted for the investment under equity-method because the Group has the ability to exert significant influence over Campsort. The Group recognized investment loss of RMB356 in 2014. In November 2015, the Group disposed of the 24% equity interest of Campsort for consideration of RMB14,410, and recognized gain of RMB2,766 upon disposition in other income in 2015.

Other investments included several insignificant equity investments in certain privately-held companies.

Loan receivables from franchisees:

Since April 2014, the Group entered into entrusted loan agreements with certain franchisees with the typical terms of two to three years and the annual interest rates from 8% to 8.5%. The Company classified those with due date over 12 months to be long-term investments. The Group recognized RMB266 and RMB986 interest income for the long-term loans in 2014 and 2015, respectively.

8. GOODWILL

The changes in the carrying amount of goodwill for the years ended December 31, 2013, 2014 and 2015 were as follows:

	Gross Amount	Accumulated Impairment Loss	Net Amount
Balance at January 1, 2013	65,988	(1,808)	64,180
Increase in goodwill related to acquisitions	662	—	662
Balance at December 31, 2013	66,650	(1,808)	64,842
Impairment losses recognized	—	(188)	(188)
Balance at December 31, 2014	66,650	(1,996)	64,654
Increase in goodwill related to acquisitions	46,135	—	46,135
Impairment losses recognized	—	(2,445)	(2,445)
Balance at December 31, 2015	112,785	(4,441)	108,344

9. DEBT

In March 2012, the Group entered into a five-year bank credit facility under which the Group can borrow up to RMB500,000 by May 21, 2015, which is

subject to bank's reevaluation from time to time. The credit facility is restricted to certain hotels' renovation and the credit facility is not collateralized. The credit facility has a specified expiration schedule for draw down. The interest rate for each draw down is established on the draw-down date and is adjusted annually, based on the loan interest rate stipulated by the People's Bank of China for the corresponding period. RMB100,000 of the credit facility expired as of December 31, 2012. In 2013, 2014 and 2015, the Group did not have any additional draw-down and credit facility had expired on May 21, 2015.

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In September 2012, the Group entered into a three-year revolving bank credit facility under which the Group can draw-down up to RMB300,000 by October 9, 2015. In December 2013, the Group renewed the bank credit facility under which the Group can borrow up to RMB500,000 by December 11, 2016. The interest rate for this credit facility was determined on the draw-down date and the credit facility was not collateralized. In 2013, 2014 and 2015, the Group has drawn down the credit facility of RMB104,540, nil and RMB100,000 and repaid RMB104,540, nil and RMB100,000, respectively. The weighted average interest rate for borrowings drawn under such credit facility was 6.0% and 5.61% for the year ended December 31, 2013 and 2015, respectively. As of December 31, 2015, a letter of guarantee of RMB700 was issued under this credit facility, and RMB499,300 was available for future borrowing.

In December 2012, the Group entered into a thirty-month bank credit facility under which the Group can draw down up to US\$10 million by April 5, 2013. The interest rate for each draw down is based on the twelve-month London Interbank Offered Rate (“Libor”) on draw-down date plus 2.7%. Each draw down will be guaranteed by letter of guarantee or stand-by letter of credit. In 2013, the Group has drawn down US\$200 thousand and repaid US\$200 thousand and the facility has expired. The weighted average interest rate for borrowings drawn under such credit facility was 3.54% for the year ended December 31, 2013.

In December 2013, the Group signed a one-year entrusted loan contract with a subsidiary of Ctrip.com International, Ltd. under which the Group can borrow up to RMB300,000 for the period from January 6, 2014 to January 5, 2015. The interest rate of this borrowing is 5.4%. According to the agreement, the Group shall settle the unpaid principal and interest with its ordinary shares if the loan is in default. In January 2014, the Group had drawn down RMB300,000 under this contract and fully repaid the amount in November 2014.

In July 2015, the Group entered into a one-year bank loan contract, under which the Group can borrow up to US\$30 million for the period ended May 30, 2016, and the Group had a RMB220,000 deposit pledged accordingly. The interest rate of this borrowing is based on the three-month London Interbank Offered Rate (“Libor”) on draw-down date plus 1.2%. In 2015, the Group had drawn down US\$30 million under this contract and fully repaid this amount. The weighted average interest rate for borrowings drawn under such credit facility was 1.49% for the year ended December 31, 2015.

In July 2015, the Group entered into a one-year bank loan contract, under which the Group can borrow up to US\$50 million for the period ended June 30, 2016, and the Group had a RMB360,000 deposit pledged accordingly. The interest rate of this borrowing is based on the three-month London Interbank Offered Rate (“Libor”) on draw-down date plus 1.2%. As of December 2015, the Group had drawn down US\$50 million under this contract. The weighted average interest rate for borrowings drawn under such credit facility was 1.50% for the year ended December 31, 2015. The Company was in compliance with the covenants as of December 31, 2015.

10. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

	As of December 31,	
	2014	2015
Payable for business acquisitions	5,745	111,696
Business taxes and other surcharge payables	58,887	69,158
Accrual for customer loyalty program	71,475	113,749
Payable to noncontrolling interest holders	5,552	23,938
Other payables	41,864	102,069
Accrued rental	44,125	48,623
Accrued utilities	37,320	43,690
Other accrued expenses	48,049	63,237
Total	313,017	576,160

From time to time, the Group receives cash advances from noncontrolling interest holders of hotels that are not wholly owned by the Group. Such advances are non-interest bearing and are payable within one year.

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11. OTHER LONG-TERM LIABILITIES

Other long-term liabilities consist of the following:

	As of December 31,	
	2014	2015
Deposits from franchisees	167,332	215,424
Others	48,430	60,530
Total	215,762	275,954

12. HOTEL OPERATING COSTS

Hotel operating costs include all direct costs incurred in the operation of the leased hotels, managed and franchised hotels and consist of the following:

	Year Ended December 31,		
	2013	2014	2015
Rents	1,255,663	1,543,651	1,804,532
Utilities	273,314	323,837	341,620
Personnel costs	638,511	788,973	919,555
Depreciation and amortization	453,062	558,833	645,058
Consumable, food and beverage	391,715	454,795	485,099
Others	169,401	207,938	316,283
Total	3,181,666	3,878,027	4,512,147

13. PRE-OPENING EXPENSES

The Group expenses all costs incurred in connection with start-up activities, including pre-operating costs associated with new hotel facilities and costs incurred with the formation of the subsidiaries, such as organization costs. Pre-opening expenses primarily include rental expenses and employee costs incurred during the hotel pre-opening period.

	Year Ended December 31,		
	2013	2014	2015
Rents	186,656	163,155	95,977
Personnel costs	8,700	7,217	5,903
Others	15,928	15,953	8,131
Total	211,284	186,325	110,011

14. SHARE-BASED COMPENSATION

In February 2007, the Group adopted the 2007 Global Share Plan which allows the Group to offer incentive awards to employees, officers, directors and consultants or advisors (the "Participants"). Under the 2007 Global Share Plan, the Group may issue incentive awards to the Participants to purchase not more than 10,000,000 ordinary shares. In June 2007, the Group adopted the 2008 Global Share Plan which allows the Group to offer incentive awards to Participants to purchase up to 3,000,000 ordinary shares. In October 2008, the Group increased the maximum number of incentive awards available under the 2008 Global Share Plan to 7,000,000. In September 2009, the Group adopted the 2009 Share Incentive Plan which allows the Group to offer incentive awards to Participants. Under the 2009 Share Incentive Plan, the Group may issue incentive awards to purchase up to 3,000,000 ordinary shares. In July 2010, the Group increased the maximum number of incentive awards available under the 2009 Share Incentive Plan to 15,000,000. In March 2015, the Group increased the maximum number of incentive awards available under the 2009 Share Incentive Plan to 43,000,000. The 2007 and 2008 Global Share Plans and 2009 Share Incentive Plan (collectively, the "Incentive Award Plans") contain the same terms and conditions. The incentive awards granted under the Incentive Award Plans typically have a maximum life of ten years and vest in typical ways as listed below:

- a.) Vest 50% on the second anniversary of the stated vesting commencement date with the remaining 50% vesting ratably over the following two years;
- b.) Vest over a period of ten years in equal yearly installments;

As of December 31, 2015, the Group had granted 24,574,737 options and 19,545,699 nonvested restricted stocks.

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Share options

In July 2012, the Group granted 1,475,366 options to executive officers that will vest 50% on the second anniversary of the stated vesting commencement date with the remaining 50% vesting ratably over the following two years and will become exercisable if the Group satisfies certain performance conditions, such as number of hotel rooms added, revenue, profit etc., for the three-year period ending December 31, 2014. As of December 31, 2014, the Group has adjusted the number of options granted to 869,232 based on the actual performance.

In 2015, the Group granted 85,292 options with performance conditions to senior officers. The actual number of the options each grantee is entitled to is indexed to performance conditions of the grantees including various annual performance target, i.e. number of hotel rooms added, revenue etc., in the coming two years.

The weighted-average grant date fair value for options granted during the years ended December 31, 2014 and 2015 was RMB15.79 (US\$2.57) and RMB11.73 (US\$1.88), respectively, computed using the binomial option pricing model. The binomial model requires the input of subjective assumptions including the expected stock price volatility and the expected price multiple at which employees are likely to exercise stock options. The Group uses historical data to estimate forfeiture rate. Expected volatilities are based on the average volatility of the Group and comparable companies. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of grant.

The fair value of stock options was estimated using the following significant assumptions:

	2014	2015
Suboptimal exercise factor	4.40	4.16
Risk-free interest rate	1.89 to 1.99%	1.49 to 1.74%
Volatility	47.22 to 47.75%	38.88 to 39.25%
Dividend yield	—	—
Life of option	6 years	6 years

The following table summarized the Group's share option activity under the option plans:

	Number of Options	Weighted Average Exercise Price US\$	Weighted Average Remaining Contractual Life Years	Aggregate Intrinsic Value US\$'000
Share options outstanding at January 1, 2015	4,921,998	2.23		
Granted	118,348	4.76		
Forfeited	(48,704)	5.09		
Exercised	(1,528,104)	2.40		
Share options outstanding at December 31, 2015	<u>3,463,538</u>	2.21	3.11	19,430
Share options vested or expected to vest at December 31, 2015	<u>3,413,317</u>	2.16	3.09	19,308
Share options exercisable at December 31, 2015	<u>702,848</u>	3.22	2.88	3,229

As of December 31, 2015, there was RMB5,772 in total unrecognized compensation expense related to unvested share-based compensation arrangements, which is expected to be recognized over a weighted-average period of 1.84 years.

During the years ended December 31, 2013, 2014 and 2015, 2,802,488, 1,591,004 and 1,528,104 options were exercised having an aggregate intrinsic value of RMB74,321, RMB42,740 and RMB46,433, respectively.

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Nonvested restricted stocks

The fair value of nonvested restricted stock with service conditions or performance conditions is based on the fair market value of the underlying ordinary shares on the date of grant.

In July 2012, the Group granted 1,059,977 nonvested restricted stocks to executive officers which will become exercisable if the Group satisfies certain performance conditions, such as number of hotel rooms added, profit etc., for the three-year period ending December 31, 2014, and 213,209 nonvested restricted stocks to executive officers which will become exercisable if the Group satisfies certain market condition for the three-year period ending December 31, 2014. These awards vest 50% on the second anniversary of the stated vesting commencement date with the remaining 50% vesting ratably over the following two years. As of December 31, 2014, the Group adjusted the number of nonvested restricted stocks granted to executive officers in 2012 to 1,557,408 based on the three year performance.

In 2015, the Group granted 6,599,106 nonvested restricted stocks in ten batches with performance conditions to senior officers. The actual number of the stocks each grantee is entitled to is indexed to performance conditions of the grantees and/or the Group's performance conditions, such as number of hotel rooms added, revenue, profit, earnings per share etc. in the coming ten years. For each batch, 50% vests on the second anniversary of the vesting commencement date with the remaining 50% vesting ratably over the following two years.

The Group estimated the grant date fair value of the awards with market conditions using a Monte Carlo simulation. Compensation expenses for the awards with market conditions are recognized during the requisite service period, even if the market condition is never satisfied.

The following table summarized the Group's nonvested restricted stock activity in 2015.

	<u>Number of Restricted Stocks</u>	<u>Weighted Average Grant Date Fair Value</u> US\$
Nonvested restricted stocks outstanding at January 1, 2015	3,237,240	4.25
Granted	13,931,961	4.77
Forfeited	(807,413)	4.85
Vested	(1,702,964)	3.77
Nonvested restricted stocks outstanding at December 31, 2015	<u>14,658,824</u>	<u>4.77</u>

As of December 31, 2015, there was RMB391,421 in unrecognized compensation costs, net of estimated forfeitures, related to unvested restricted stocks, which is expected to be recognized over a weighted-average period of 5.44 years.

The total fair value of nonvested restricted stocks vested in 2013, 2014 and 2015 was RMB7,089, RMB59,475 and RMB69,130.

15. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share for the years indicated:

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	Year Ended December 31,		
	2013	2014	2015
Net income attributable to ordinary shareholders — basic	279,858	307,348	436,600
Net income attributable to ordinary shareholders — diluted	279,858	307,348	436,600
Weighted average ordinary shares outstanding — basic	245,187,348	248,957,645	250,533,204
Incremental weighted-average ordinary shares from assumed exercise of share options and nonvested restricted stocks using the treasury stock method	4,298,936	4,046,559	5,570,963
Weighted average ordinary shares outstanding — diluted	249,486,284	253,004,204	256,104,167
Basic earnings per share	1.14	1.23	1.74
Diluted earnings per share	1.12	1.21	1.70

For the years ended December 31, 2013, 2014 and 2015, the Group had securities which could potentially dilute basic earnings per share in the future, but which were excluded from the computation of diluted earnings per share as their effects would have been anti-dilutive. Such outstanding securities consist of the following:

	Year Ended December 31,		
	2013	2014	2015
Outstanding employee options and nonvested restricted stocks	—	293,512	—

16. INCOME TAXES

Cayman Islands

Under the current laws of the Cayman Islands, the Company is not subject to tax on income or capital gain.

Hong Kong

China Lodging Holdings (HK) Limited and Starway Hotels (HongKong) Limited are subject to Hong Kong profit tax at a rate of 16.5% in 2013, 2014 and 2015. No Hong Kong profit tax has been provided as the Group has not had assessable profit that was earned in or derived from Hong Kong during the years presented.

Singapore

China Lodging Holdings Singapore Pte. Ltd. is subject to Singapore corporate income tax at a rate of 17% in 2013, 2014 and 2015. No Singapore profit tax has been provided as the Group has not had assessable profit that was earned in or derived from Singapore during the years presented.

PRC

Under the Law of the People's Republic of China on Enterprise Income Tax ("EIT Law"), which was effective from January 1, 2008, domestically-owned enterprises and foreign-invested enterprises are subject to a uniform tax rate of 25%.

Hanting Technology (Suzhou) Co., Ltd, as a recognized software development entity located at Suzhou Industrial Park in Suzhou of PRC, is entitled to a two-year exemption and three-year 50% reduction starting from the first profit making year after absorbing all prior years' tax losses. Hanting Suzhou has entered into the first tax profitable year in 2011.

Mengguang Information and Technology (Shanghai) Co., Ltd, as a recognized software development entity located in Shanghai of PRC, is entitled to a two-year exemption and three-year 50% reduction starting from the first profit making year after absorbing all prior years' tax losses. Mengguang has entered into the first tax profitable year in 2014.

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Tax expense (benefit) is comprised of the following:

	As of December 31,		
	2013	2014	2015
Current Tax	127,439	155,496	246,678
Deferred Tax	(22,619)	(42,391)	(50,149)
Total	104,820	113,105	196,529

A reconciliation between the effective income tax rate and the PRC statutory income tax rate is as follows:

	Year Ended December 31,		
	2013	2014	2015
PRC statutory tax rate	25%	25%	25%
Tax effect of other expenses that are not deductible in determining taxable profit	3%	2%	3%
Effect of different tax rate of group entities operating in other jurisdictions	(1%)	—	—
Effect of change in valuation allowance	3%	3%	5%
Effect of tax holiday	(3%)	(3%)	(7%)
Effect of cash dividends	—	—	5%
Effective tax rate	27%	27%	31%

The aggregate amount and per share effect of the tax holidays are as follows:

	Year Ended December 31,		
	2013	2014	2015
Aggregate amount	12,721	9,131	41,288
Per share effect—basic	0.05	0.04	0.16
Per share effect—diluted	0.05	0.04	0.16

The principal components of the Group's deferred income tax assets and liabilities as of December 31, 2014 and 2015 are as follows:

	As of December 31,	
	2014	2015
Deferred tax assets:		
Net loss carryforward	113,333	158,910
Pre-opening expenses	306	785
Deferred revenue	62,977	72,914
Deferred rent	4,684	5,316
Long-term assets	8,460	27,341
Bad debt provision	1,494	1,390
Accrual for customer loyalty program	17,869	28,437
Accrued payroll	2,462	2,791
Other accrued expenses	4,457	850
Share-based compensation	9,745	10,857
Others	577	1,613
Valuation allowance	(62,868)	(92,527)
Total deferred tax assets	163,496	218,677
Deferred tax liabilities:		
Favorable lease	23,545	30,641
Capitalized interest	4,410	4,163
Unrealized gain for investment	9,485	16,636
Others	1,039	9,853
Total deferred tax liabilities	38,479	61,293
Deferred tax assets are analyzed as:		
Current	80,026	98,200
Non-Current	83,470	120,477
	163,496	218,677
Deferred tax liabilities are analyzed as:		
Current	701	1,465
Non-current	37,778	59,828

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For the years ended December 31, 2014 and 2015, valuation allowance of RMB 29,693 and RMB47,122 were provided, respectively, RMB18,421 and RMB15,508 were reversed, respectively, and nil and RMB1,955 were written off, respectively. The Group considers positive and negative evidence to determine whether some portion or all of the deferred tax assets will more likely than not be realized. This assessment considers, among other matters, the nature, frequency and severity of recent losses, forecasts of future profitability, the duration of statutory carryforward periods, the Group's experience with tax attributes expiring unused and tax planning alternatives. Valuation allowances have been established for deferred tax assets based on a more likely than not threshold. The Group's ability to realize deferred tax assets depends on its ability to generate sufficient taxable income within the carryforward periods provided for in the tax law.

As of December 31, 2015, the Group had tax loss carryforwards of RMB635,640 which will expire between 2016 and 2020 if not used.

The Group determines whether or not a tax position is "more-likely-than-not" of being sustained upon audit based solely on the technical merits of the position. At December 31, 2014 and 2015, the Group had recorded uncertain tax benefits of approximately RMB8,345 and RMB14,755 associated with the interests on intercompany loans, respectively. No interest or penalty expense was recorded for the years ended December 31, 2013, 2014 and 2015. The Group does not anticipate any significant changes to its liability for unrecognized tax benefits within the next 12 months.

The following table is a roll-forward of the unrecognized tax benefits:

	As of December 31,		
	2013	2014	2015
Balance at January 1	4,148	7,122	8,345
Addition for tax positions	2,974	1,223	6,410
Balance at December 31	<u>7,122</u>	<u>8,345</u>	<u>14,755</u>

In accordance with the EIT Law, dividends, which arise from profits of foreign invested enterprises ("FIEs") earned after January 1, 2008, are subject to a 10% withholding income tax. A lower withholding tax rate may be applied if there is a favorable tax treaty between mainland China and the jurisdiction of the foreign holding company. For example, holding companies in Hong Kong that are also tax residents in Hong Kong are eligible for a 5% withholding tax on dividends under the Tax Memorandum between China and the Hong Kong Special Administrative Region if the holding company is the beneficial owner of the dividends. Under applicable accounting principles, a deferred tax liability should be recorded for taxable temporary differences attributable to the excess of financial reporting basis over tax basis in a domestic subsidiary. The cumulated undistributed earnings of the Group's PRC subsidiaries were RMB1,223,689 as of December 31, 2015. In December 2015, with the Group's declaration of one-time cash dividends, PRC dividend withholding tax of RMB30,696 had been accrued accordingly for the distribution from the Group's PRC subsidiaries to the Company. The Group intends to indefinitely reinvest the remaining undistributed earnings of the Group's PRC subsidiaries, and therefore, no additional provision for PRC dividend withholding tax was accrued.

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According to the PRC Tax Administration and Collection Law, the statute of limitations is three years if the underpayment of income taxes is due to computational errors made by the taxpayer. The statute of limitations will be extended to five years under special circumstances, which are not clearly defined, but an underpayment of income tax liability exceeding RMB100 is specifically listed as a special circumstance. In the case of a transfer pricing related adjustment, the statute of limitations is ten years. There is no statute of limitations in the case of tax evasion. The Group's PRC subsidiaries are therefore subject to examination by the PRC tax authorities from 2011 through 2015 on non-transfer pricing matters, and from 2006 through 2015 on transfer pricing matters.

17. MAINLAND CHINA CONTRIBUTION PLAN

Full time employees of the Group in the PRC participate in a government-mandated defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. PRC labor regulations require the Group to accrue for these benefits based on a certain percentage of the employees' salaries. The total contribution for such employee benefits were RMB119,015, RMB143,419 and RMB182,321 for the years ended December 31, 2013, 2014 and 2015, respectively. The Group has no ongoing obligation to its employees subsequent to its contributions to the PRC plan.

18. RESTRICTED NET ASSETS

Pursuant to laws applicable to entities incorporated in the PRC, the subsidiaries of the Group in the PRC must make appropriations from after-tax profit to non-distributable reserve funds. These reserve funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires annual appropriation of 10% of after tax profit (as determined under accounting principles generally accepted in the PRC at each year-end) until the accumulative amount of such reserve fund reaches 50% of their registered capital; the other fund appropriations are at the subsidiaries' discretion. These reserve funds can only be used for specific purposes of offsetting future losses, enterprise expansion and staff bonus and welfare and are not distributable as cash dividends and amounted to RMB64,957, RMB105,604 and RMB209,782 as of December 31, 2013, 2014 and 2015, respectively. In addition, due to restrictions on the distribution of share capital from the Company's PRC subsidiaries, the PRC subsidiaries share capital of RMB2,075,975 at December 31, 2015 is considered restricted. As a result of these PRC laws and regulations, as of December 31, 2015, approximately RMB2,285,757 is not available for distribution to the Company by its PRC subsidiaries in the form of dividends, loans or advances.

19. RELATED PARTY TRANSACTIONS AND BALANCES

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operational decisions. Parties are also considered to be related if they are subject to common control or common significant influence. Related parties may be individuals or corporate entities.

The following entities are considered to be related parties to the Group. The related parties only act as service providers, service recipients and lessors to the Group and there is no other relationship wherein the Group has the ability to exercise significant influence over the operating and financial policies of these parties. The Group is not obligated to provide any type of financial support to these related parties.

Related Party	Nature of the Party	Relationship with the Group
Ctrip.com International, Ltd. ("Ctrip")	Online travel services provider	Mr. Qi Ji is a director
Lijiang Yibang Changchunteng Hotel Co Limited ("Yibang")	Hotel	Joint venture of the Group
Sheen Star Group Limited ("Sheen Star")	Investment holding company	Equity method investee of the Group, controlled by Mr. Qi Ji
Shanghai Qianya Hotel Management Co., Ltd ("Qianya")	Hotels management	Investee of the Group

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(a) Related party balances

Amounts due from a related party were shareholder loan to Yibang.

	As of December 31,	
	2014	2015
Yibang	16,293	16,157

Amounts due to related parties were comprised of commissions payable for reservation services and Starway acquisition payable to Ctrip, and service fee payable to Qianya. The commissions payable for reservation services and the service fee payable for hotels management services were interest free and payable upon demand, and the Starway acquisition payable was to be paid in the following year.

	As of December 31,	
	2014	2015
Ctrip		
-Payables for hotel reservation services	2,319	3,332
-Payables for Starway acquisition	8,167	4,084
Qianya		
-Payables for hotel management services	—	237
	10,486	7,653

(b) Related party transactions

During the years ended December 31, 2013, 2014 and 2015, related party transactions consisted of the following:

	Year Ended December 31,		
	2013	2014	2015
Commission expenses — Ctrip	17,128	19,235	17,740
Service fee — Yibang	199	527	593
Service fee — Qianya	—	—	417

In May 2012, the Group acquired a 51% equity interest of Starway Hotels (Hong Kong) Limited from C-Travel, a wholly-owned subsidiary of Ctrip. The acquisition price was RMB17,292 in cash. In December 2013, the Group acquired the remaining 49% equity interest at the consideration of RMB16,460.

The Group transferred its investment in Kangdu to Sheen Star for consideration of RMB82,785 in 2014, and its rights and obligations associated with the property purchase agreement was transferred to Sheen Star contemporaneously.

CHINA LODGING GROUP, LIMITED
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20. COMMITMENTS AND CONTINGENCIES

(a) Operating lease commitments

The Group has entered into lease agreements for certain hotels which it operates. Such leases are classified as operating leases.

Future minimum lease payments under non-cancellable operating lease agreements at December 31, 2015 were as follows:

Year Ending December 31,	
2016	1,872,773
2017	1,881,995
2018	1,861,825
2019	1,826,236
2020	1,756,499
Thereafter	10,585,970
Total	19,785,298

(b) Purchase Commitments

As of December 31, 2015, the Group's commitments related to leasehold improvements and installation of equipment for hotel operations was RMB12,062, which is expected to be incurred within one year.

(c) Contingencies

The Group is subject to periodic legal or administrative proceedings in the ordinary course of our business. The Group does not believe that any currently pending legal or administrative proceeding to which the Group is a party will have a material adverse effect on the financial statements.

21. SUBSEQUENT EVENT

In January 2016, the Group completed the transaction of strategic alliance with AccorHotels ("Accor"). Pursuant to the master purchase agreement, the Group acquired 100% equity interest of certain wholly-owned subsidiaries of Accor engaged in the business of owning, leasing franchising, operating and managing hotels under Accor brands in the midscale and economy market in the PRC, Taiwan and Mongolia, and the Group also takes a non-controlling stake of 29.3% and two board seats in a joint venture for Accor Luxury and Upscale hotel operating platform in Greater China. The Group issued 24,895,543 ordinary shares, or 9.0% of the Group's outstanding shares after issuance, and granted to Accor a right to nominate a member of the Group's Board of Directors.

ADDITIONAL FINANCIAL INFORMATION — FINANCIAL STATEMENTS SCHEDULE I
CHINA LODGING GROUP, LIMITED
FINANCIAL INFORMATION FOR PARENT COMPANY

BALANCE SHEETS

(Renminbi in thousands, except share data and per share data, unless otherwise stated)

	As of December 31,		
	2014	2015	2015
			US\$'000
Assets			
Current assets:			
Cash and cash equivalents	94,749	121,025	18,683
Short-term investments	—	324,780	50,137
Other current assets	4,185	2,573	397
Total current assets	98,934	448,378	69,217
Other assets	157	—	—
Investment in subsidiaries	3,131,189	3,833,404	591,776
Total assets	3,230,280	4,281,782	660,993
Liabilities and equity			
Current liabilities:			
Short-term bank borrowing	—	324,680	50,122
Salary and welfare payable	111	25	4
Deferred revenue	364	—	—
Dividends payable	—	276,261	42,647
Amount due to related parties	—	222,402	34,333
Accrued expenses and other current liabilities	12,841	28,305	4,369
Total current liabilities	13,316	851,673	131,475
Total liabilities	13,316	851,673	131,475
Equity:			
Ordinary shares (US\$0.0001 par value per share; 8,000,000,000 shares authorized; 250,747,255 and 253,978,323 shares issued as of December 31, 2014 and 2015, and 250,747,255 and 250,881,559 shares outstanding as of December 31, 2014 and 2015, respectively)	184	186	29
Treasury shares (nil and 3,096,764 shares as of December 31 2014 and 2015, respectively)	—	(107,331)	(16,569)
Additional paid-in capital	2,381,568	2,470,099	381,318
Retained earnings	847,220	1,007,559	155,540
Accumulated other comprehensive loss	(12,008)	59,596	9,200
Total equity	3,216,964	3,430,109	529,518
Total liabilities and equity	3,230,280	4,281,782	660,993

ADDITIONAL FINANCIAL INFORMATION — FINANCIAL STATEMENTS SCHEDULE I
CHINA LODGING GROUP, LIMITED
FINANCIAL INFORMATION FOR PARENT COMPANY

STATEMENTS OF COMPREHENSIVE INCOME
(Renminbi in thousands, unless otherwise stated)

	Year Ended December 31,			
	2013	2014	2015	2015
	US\$'000			
Operating costs and expenses:				
Selling and marketing expenses	157	157	157	24
General and administrative expenses	33,308	35,434	59,236	9,145
Total operating costs and expenses	33,465	35,591	59,393	9,169
Loss from operations	(33,465)	(35,591)	(59,393)	(9,169)
Interest income	6	75	30	5
Interest expense	—	—	3,198	494
Foreign exchange gain	—	—	7,477	1,154
Other income, net	2,438	2,419	2,488	384
Income in investment in subsidiaries	310,879	340,445	489,196	75,519
Net income attributable to China Lodging Group, Limited	279,858	307,348	436,600	67,399
Other comprehensive income				
Unrealized securities holding gains, net of tax of nil, 9,485 and 7,151 for 2013, 2014 and 2015	—	28,458	68,069	10,508
Foreign currency translation adjustments, net of tax of nil for 2013, 2014 and 2015	(976)	(1,082)	3,535	546
Comprehensive income	278,882	334,724	508,204	78,453

ADDITIONAL FINANCIAL INFORMATION — FINANCIAL STATEMENTS SCHEDULE I
CHINA LODGING GROUP, LIMITED
FINANCIAL INFORMATION FOR PARENT COMPANY

STATEMENTS OF CASH FLOWS
(Renminbi in thousands, unless otherwise stated)

	Year Ended December 31,			
	2013	2014	2015	2015
	US\$'000			
Operating activities:				
Net income	279,858	307,348	436,600	67,399
Adjustments to reconcile net income to net cash used in operating activities:				
Share-based compensation	30,468	31,937	52,535	8,110
Income in investment in subsidiaries	(310,879)	(340,445)	(489,196)	(75,519)
Changes in operating assets and liabilities:				
Deferred revenue	(1,552)	(1,450)	(364)	(56)
Other current assets	915	1,477	2,312	357
Salary and welfare payable	—	111	(86)	(13)
Accrued expenses and other current liabilities	7,058	4,943	15,463	2,387
Net cash provided by operating activities	<u>5,868</u>	<u>3,921</u>	<u>17,264</u>	<u>2,665</u>
Investing activities:				
Investment in subsidiaries	—	—	(168,709)	(26,044)
Receipt of investment in subsidiaries	12,320	8,876	—	—
Purchase of short-term investments	—	—	(271,630)	(41,932)
Net cash provided by (used in) investing activities	<u>12,320</u>	<u>8,876</u>	<u>(440,339)</u>	<u>(67,976)</u>
Financing activities:				
Net proceeds from issuance of ordinary shares upon exercise of option	28,122	20,985	22,619	3,492
Payment of share repurchase	—	—	(107,331)	(16,569)
Proceeds of advances from subsidiaries	—	—	222,403	34,333
Proceeds from short-term debt	—	—	489,376	75,547
Repayment of short-term debt	—	—	(183,516)	(28,330)
Net cash provided by financing activities	<u>28,122</u>	<u>20,985</u>	<u>443,551</u>	<u>68,473</u>
Effect of exchange rate changes on cash and cash equivalents	(8,081)	(215)	5,800	894
Net increase(decrease) in cash and cash equivalents	38,229	33,567	26,276	4,056
Cash and cash equivalents at the beginning of the year	22,953	61,182	94,749	14,627
Cash and cash equivalents at the end of the year	<u>61,182</u>	<u>94,749</u>	<u>121,025</u>	<u>18,683</u>
Supplemental schedule of non-cash investing and financing activities:				
Proceeds from issuance of ordinary shares upon exercise of option included in receivables	1,318	1,185	1,727	267

The accompanying notes are an integral part of these consolidated financial statements

ADDITIONAL FINANCIAL INFORMATION — FINANCIAL STATEMENTS SCHEDULE I
CHINA LODGING GROUP, LIMITED
FINANCIAL INFORMATION FOR PARENT COMPANY

Note to Schedule I

Schedule I has been provided pursuant to the requirements of Rule 12-04(a) and 5-04-(c) of Regulation S-X, which require condensed financial information as to the financial position, change in financial position and results of operations of a parent company as of the same dates and for the same periods for which audited consolidated financial statements have been presented when the restricted net assets of consolidated subsidiaries exceed 25 percent of consolidated net assets as of the end of the most recently completed fiscal year.

The condensed financial information has been prepared using the same accounting policies as set out in the accompanying consolidated financial statements except that the equity method has been used to account for investments in its subsidiaries. Such investments in subsidiaries are presented on the balance sheets as investment in subsidiaries and the profit of the subsidiaries is presented as income in investment in subsidiaries.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted. The footnote disclosures contain supplemental information relating to the operations of the Company and, as such, these statements should be read in conjunction with the notes to the accompanying consolidated financial statements.

As of December 31, 2015, there are no material contingencies, mandatory dividend, significant provision of long-term obligation or guarantee of the Company, except for those which have separately disclosed in the consolidated financial statements.

ADDITION INFORMATION — FINANCIAL STATEMENTS SCHEDULE II

CHINA LODGING GROUP, LIMITED

This financial information has been prepared in conformity with accounting principles generally accepted in the United States.

VALUATION AND QUALIFYING ACCOUNTS

	Balance at Beginning of Year	Charge to Costs and Expenses	Addition Due to Acquisition	Charge Taken Against Allowance	Write off	Balance at End of Year
	(Renminbi in thousands)					
Allowance for doubtful accounts of accounts receivables and other receivables:						
2013	3,183	4,573	—	—	—	7,756
2014	7,756	4,770	—	—	(6,049)	6,477
2015	6,477	1,997	—	—	(2,415)	6,059
Valuation allowance for deferred tax assets						
2013	36,283	22,158	3,139	(9,984)	—	51,596
2014	51,596	29,693	—	(18,421)	—	62,868
2015	62,868	47,122	—	(15,508)	(1,955)	92,527

Amendment to the Amended and Restated Articles of Association of China Lodging Group, Limited

The Article 86(1B) shall be amended in its entirety as follows:

“86(1B) (i) For so long as Winner Crown Holdings Limited (“Winner Crown”), together with its affiliates as defined in Rule 405 under the U.S. Securities Act of 1933, as amended, continues to hold at least 15% of the Company’s outstanding ordinary shares:

- (a) Winner Crown shall have the right to appoint two (2) Directors to the Board (each a “Winner Crown Director” and, collectively, the “Winner Crown Directors”);
- (b) The Winner Crown Directors may only be removed or replaced by Winner Crown; and
- (c) Notwithstanding the foregoing, any person nominated by Winner Crown to serve as the Winner Crown Director must be accepted by a majority of the Board, in their reasonable discretion, before such nomination becomes effective.

(ii) Any amendment or revocation of this Article 86(1B) shall require the prior written consent of Winner Crown as long as Winner Crown has the right to appoint any Winner Crown Director according to this Article 86(1B).”

By adding the following Article 86(1C) immediately after Article 86(1B):

“86(1C) For so long as AAPC Hong Kong Limited (“Accor”), together with its affiliates as defined in Rule 405 under the U.S. Securities Act of 1933, as amended, holds Ordinary Shares on an as converted basis that represent at least 8% of the Pro Forma Share Capital:

- (a) Accor shall have the right to designate one (1) Director to the Board and to any executive or management committee of the Board (the “Accor Director”);
 - (b) The Accor Director may only be removed or replaced by Accor, for cause or otherwise as provided in the Securities Purchase Agreement, dated as of 14 December, 2014, by and among the Company and Accor, as the same may be amended (“Securities Purchase Agreement”); and
 - (c) Notwithstanding the foregoing, any person designated by Accor to serve as the Accor Director shall be nominated and elected by the Board, provided that the Board shall only refrain from nominating and electing an Accor Director designee if it reasonably determines that such designee has a criminal record or would cause the Company to violate any anti-corruption rules or to lose any material licenses.
 - (d) In the event of a Founder Departure, the Company shall; (i) notify Accor within 10 days thereof; (ii) procure that a representative designated by Accor be appointed as a member of the nomination committee or other committee of the Board authorized to appoint the successor or any person assuming any of his material duties or responsibilities; and (iii) promptly (but no later than the time such information is provided to any other members of the Board or its nomination committee) share with the Accor Director all relevant information with respect to any potential candidates provided to any other members of the Board or its nomination committee).
 - (e) At Accor’s expense, the Accor Director shall have the right to be accompanied to any Board and, if applicable, committee meetings by a translator of his or her choice.
 - (f) Accor’s rights pursuant to this Article 86(1C) shall terminate upon the earliest to occur of any termination event as provided in clause 2 or clause 8 of the Voting and ROFR Agreement (the “Voting and ROFR Agreement”), by and among the Company, Accor and various other parties, to be executed in the form attached as Exhibit E (as the same may be amended) to the Master Purchase Agreement (the “Master Purchase Agreement”) among AAPC Singapore Pte., Ltd., Accor and the Company, dated as of December 14, 2014, as the same may be amended.
-

For the purposes of this provision, “Pro Forma Share Capital” shall mean the sum of: (i) 251,586,959 Ordinary Shares, (ii) the “Purchased Shares” and “Top-Up Shares” (as defined therein) purchased by Accor or its Affiliates pursuant to the Securities Purchase Agreement, and (iii) any Ordinary Shares or other Securities issued after the closing of the transactions contemplated by the Securities Purchase Agreement and Master Purchase Agreement as part of any issuances of securities by the Company in which Accor was entitled to participate on a pro-rata basis (each as adjusted for stock splits, dividends, recapitalizations and the like).

(g) Any amendment or revocation of this Article 86(1C) shall require the prior written consent of Accor as long as Accor’s rights pursuant to this Article 86(1C) have not terminated.

Unless otherwise defined herein all capitalized terms in this Article 86(1C) shall have the meaning ascribed to them in the Voting and ROFR Agreement.

AMENDED AND RESTATED
MASTER PURCHASE AGREEMENT

among

AAPC Singapore Pte. Ltd.,

AAPC Hong Kong Limited,

and

China Lodging Group, Limited

Dated as of December 14, 2014
and amended and restated as of January 25, 2016

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MASTER PURCHASE AGREEMENT, dated as of December 14, 2014 and amended and restated as of January 25, 2016, among AAPC Hong Kong Limited, a limited company organized under the laws of Hong Kong with its registered office at Room 803, 8th Floor, AXA Centre, 151 Gloucester Road, Wan Chai, Hong Kong (the “Seller”), AAPC Singapore Pte. Ltd., a company incorporated under the laws of Singapore with its registered office at 250 North Bridge Road, Level 31 Raffles City Tower, Singapore 179101 (“Accor Guarantor”), and China Lodging Group, Limited, a company incorporated under the laws of Cayman Islands and having its registered office at the office of Offshore Codan Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands (“Purchaser Parent”).

WHEREAS, the parties hereto (a) entered into a master purchase agreement dated as of December 14, 2014 (the “Original MPA”), and (b) have agreed to amend and restate the Original MPA on the terms set forth herein.

WHEREAS, the Seller and its Subsidiaries are engaged in the business of owning, leasing, franchising, operating and managing hotels and hotel chains under the Seller Brands in both (a) the Midscale and Economy Market and (b) the Luxury and Upscale Market, in the PRC, Mongolia, Hong Kong, Macau and Taiwan.

WHEREAS, the parties intend to effect the Pre-Closing Restructuring prior to the Closing;

WHEREAS, after giving effect to the Pre-Closing Restructuring and immediately prior to the Closing, (a) the Seller will own all of the issued and outstanding shares of each of Ibis China Investment, TAHM, NewCo1 and NewCo2 (each a “Company” and collectively, the “Companies”); (b) Ibis China Investment will, among other things, directly or indirectly through its Subsidiaries own all of, (i) the Company Owned Real Property; and (ii) the Excluded ICI Assets; (c) TAHM will, among other things, directly or indirectly through its Subsidiaries, (i) be party to the TAHM Subject Hotel Agreements (ii) be a lessee of the TAHM Leased Real Property; (iii) hold the Excluded TAHM Assets; and (iv) hold the Excluded TAHM PRC Assets; (d) NewCo1 will, among other things, directly or indirectly through its Subsidiaries, (i) be a lessee of the NewCo1 Leased Real Property, and (ii) hold all of the MEB Management Contracts and all of the MEB Franchise Agreements (other than the Retained Co-development Brand Hotel Contracts, the Managed Subject Hotel Agreements and the TAHM Subject Hotel Agreements); and (d) NewCo2 will, among other things, directly or indirectly through its Subsidiaries, (i) hold all of the LUB Management Contracts and all of the LUB License Agreements, (ii) hold all of the Retained Co-development Brand Hotel Contracts and all of the Managed Subject Hotel Agreements; and (iii) be a lessee of the NewCo2 Leased Real Property;

WHEREAS, immediately prior to the TAHM Closing, (a) the Seller will own all of the issued and outstanding shares of TAHM; (b) TAHM will (i) have disposed of some of the Excluded TAHM Assets, (ii) own all of the registered capital of TAHM PRC, and (iii) indirectly through TAHM PRC (x) be a party to all of the TAHM Subject Hotel Agreements that shall not have been assigned, novated or transferred to a NewCo1 Entity or a NewCo2 Entity, as the case may be, pursuant to Sections 5.01(c); and (y) be a lessee of the TAHM Leased Real Property;

WHEREAS, the Seller wishes to sell or procure the issue to the Purchaser or cause its Subsidiaries to issue to the Purchaser, and Purchaser Parent wishes to procure the purchase by the Purchaser from the Seller or any of its Subsidiaries, the Target Shares and the TAHM Shares upon the terms and subject to the conditions set forth herein;

WHEREAS, pursuant to the terms hereof, Accor Guarantor wishes to procure that the Seller comply with its obligations under, and guarantee the financial obligations of the Seller, under, this Agreement, and Purchaser Parent wishes to procure that the Purchaser comply with its obligations under, and guarantee the financial obligations of the Purchaser under, this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. For purposes of this Agreement:

“AAPC Shanghai” means 雅华酒店管理(上海)有限公司 (AAPC Shanghai Co., Ltd.), a company incorporated under the laws of the PRC with its registered address at Rooms 2101-2110, No. 555 Loushanquan Road, Changning District, Shanghai, PRC.

“Acquired Business” means (i) the MEB Business (except as it relates to the Retained Co-development Brand Hotel Contracts), and (ii) the ICI Business.

“Acquired Business Employee” means each of the employees of any member of the Target Group.

“Action” means any claim, complaint, litigation, hearing, audit, action, suit, arbitration, inquiry, proceeding (whether civil, criminal or administrative) or investigation by or before any Governmental Authority.

“Adjustment Date” means December 31, 2015.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

“Agreement” or “this Agreement” means this Master Purchase Agreement between the parties hereto (including the Exhibits and Schedules hereto and the Disclosure Schedule), as amended and restated.

“Amended NewCo2 Articles” means the amended and restated memorandum and articles of association of NewCo2, in the form set out in Exhibit D.

“Anti-Monopoly Law” means the *Anti-Monopoly Law* of the PRC (and such other applicable Laws of the PRC relating to competition control in mergers, acquisitions or business combinations) and the rules and regulations promulgated thereunder as in effect from time to time.

“Assets” means the MEB Assets and the LUB Assets.

“Balance Sheet Date” means December 31, 2014.

“Big Four Accounting Firm” means each of PricewaterhouseCoopers, Ernst & Young, Deloitte Touche Tohmatsu and KPMG.

“Brand Franchise Agreements” means collectively, the LUB Brand Franchise Agreement and the MEB Brand Franchise Agreements, and each a “Brand Franchise Agreement”.

“Business” means the LUB Business, the MEB Business and the ICI Business.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Hong Kong or Shanghai.

“Circular 698” means Circular 698 issued by the PRC State Administration of Taxation on December 10, 2009, titled “Notice on Strengthening the Administration of Enterprise Income Tax on Income Derived from Equity Transfer Made by Non-Resident Enterprise” (关于加强非居民企业股权转让所得企业所得税管理的通知), effective as of January 1, 2008, as modified and supplemented by Public Notice No. 7, and any PRC Laws in force from time to time that operate to restate, amend, supplement or repeal any of the aforesaid regulation or any part thereof.

“Claims” means any and all administrative, regulatory or judicial actions, suits, petitions, appeals, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations, proceedings, consent orders or consent agreements.

“Closing Date” means the date of the Closing.

“Closing Documents” means:

- (a) the Registration Rights Agreement;
- (b) the Voting and ROFR Agreement;
- (c) the MEB Master Brand Agreement;
- (d) the MEB Brand Franchise Agreements;
- (e) the LUB Brand Franchise Agreement;
- (f) the Amended NewCo2 Articles;

- (g) the NewCo2 Shareholders Agreement;
- (h) the NewCo2 Subscription Agreement;
- (i) each Retained Hotel Management Agreement;
- (j) the Distribution, Loyalty and E-commerce Agreements;
- (k) the Resource Sharing Agreement;
- (l) the Unwind Agreement;
- (m) the MEB Subject Hotel Management Agreement;
- (n) the Cooperation and Pipeline Hotel Agreement;
- (o) the Name Use Agreement;
- (p) the Domain Name License Agreement;
- (q) the Management Fee Agreement; and
- (r) the TAHM Share Purchase Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Co-development Brand Allocation Ratio” has the meaning ascribed to such term in Schedule 2 of the Cooperation and Pipeline Hotel Agreement.

“Co-development Brands” means the following hotel brands: “Grand Mercure” and “Novotel”.

“Co-development Brand Hotel Contracts” means the hotel franchise agreements, the hotel management contracts and other similar agreements entered into by the Seller or any of its Affiliates prior to the Closing, pursuant to which the Seller or any of its Affiliates operates, or grants a franchise to any Person in relation to the operation or management of, any hotels (including any pipeline hotels not currently opened for full operation or currently proposed to be opened) or hotel chain business under any Co-development Brand in the PRC, Taiwan and/or Mongolia.

“Collectco” means AAPC Hotel Services Limited a company incorporated and registered in Hong Kong with company number 2287474 whose registered office is at Room 803, 8th Floor, AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong.

“Company IP Agreement” means any agreement pursuant to which any Licensed Intellectual Property has been granted to the Seller or any of its Subsidiaries by any third party.

“Company Leased Real Property” means the real property, together with all buildings and other structures, facilities or improvements currently or hereafter located thereon, set forth in Part A of Schedule 2.

“Company Owned Real Property” means the real property, together with all buildings and other structures, facilities or improvements currently or hereafter located thereon, set forth in Part B of Schedule 2.

“Competition Clearance” means approvals and consents granted by the Ministry of Commerce of the PRC pursuant to the Anti-Monopoly Law, with respect to the transactions contemplated by this Agreement and the other Transaction Documents.

“control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Conveyance Taxes” means sales, use, value added, goods and services, stamp duty and similar taxes, government administration fees or charges (together with any interest, penalties or additions in respect thereof) imposed by any Governmental Authority of the PRC or Hong Kong in respect of the transaction contemplated under this Agreement.

“Cooperation and Pipeline Hotel Agreement” means the cooperation and pipeline hotel agreement dated on or about the date hereof between NewCo1, NewCo2 and the Purchaser.

“date of amendment and restatement of this Agreement” shall refer to the date on which this Agreement is amended and restated, which shall also be the Closing Date (January 25, 2016).

“date of the Original MPA” shall refer to the date this Agreement was originally signed (December 14, 2014).

“Deed of Undertaking” means the deed of undertaking dated on or about the date of the Original MPA between Purchaser Parent, the Purchaser Parties and the Seller.

“Disclosure Schedule” means the Disclosure Schedule, dated as of the Closing, delivered by the Seller to Purchaser Parent and the Purchaser in connection with this Agreement, the NewCo2 Subscription Agreement and the TAHM Share Purchase Agreement, and attached hereto as Schedule 6.

“Distribution, Loyalty and E-commerce Agreements” means the agreements listed in Exhibit B.

“Domain Name License Agreement” means the domain name license agreement dated on or about the date hereof between Seller Parent and Purchaser Parent.

“Eminent Domain” means an exercise of the right of a government or a competent Governmental Authority to expropriate, seize, compulsorily acquire or take private property, whether for public use or otherwise.

“Employer Entity” means any member of the Target Group, which serves as employer of any Acquired Business Employee.

“Encumbrance” means any security interest, pledge, hypothecation, mortgage, lien (including environmental and tax liens), violation, charge, lease, license, encumbrance, servient easement, adverse claim, reversion, reverter, preferential arrangement, restrictive covenant, condition or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

“Environmental Claims” means any Claims relating in any way to any Environmental Law or any related Permits.

“Environmental Laws” means all Laws, now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety, natural resources or hazardous materials.

“Excluded AAPC Shanghai Assets” means (i) Ibis Guangzhou GDD; and (ii) Ibis Ningbo Qianhu as set forth in Schedule 11 and all the assets held by them (if any), with such further details set forth in Schedule 11.

“Excluded Assets” means collectively, the Excluded AAPC Shanghai Assets, the Excluded ICI Assets, the Excluded TAHM Assets and the Excluded TAHM PRC Assets.

“Excluded Entities” means the following Subsidiaries and branches of Ibis China Investment, TAHM, TAHM PRC or AAPC Shanghai, as applicable:

- (a) Ibis Jiangmen Xiqu (江门宜必思酒店有限公司);
- (b) Ibis Baotou Aerding (包头宜必思酒店有限公司);
- (c) Ibis Chengdu Shunchengjie (成都顺城宜必思酒店有限公司);
- (d) Ibis Wuhan Hankou (武汉汉口宜必思酒店有限公司);
- (e) Ibis Dalian Sanba Square (大连宜必思酒店有限公司);
- (f) Ibis Qingdao Huangdao (青岛宜必思酒店有限公司);
- (g) Qingdao Donghai (天津雅高酒店管理有限公司青岛第二分公司);
- (h) Ibis Huadu (天津雅高酒店管理有限公司广州第二分公司);
- (i) Ibis Guangzhou Huangshi (天津雅高酒店管理有限公司广州第三分公司);
- (j) Ibis Zhongshan The Centre (天津雅高酒店管理有限公司中山第二分公司);
- (k) Ibis Beijing Wangjing (天津雅高酒店管理有限公司北京第一分公司);

- (l) Ibis Beijing Capitol Airport (天津雅高酒店管理有限公司北京第三分公司);
- (m) Ibis Shanghai Waigaoqiao (天津雅高酒店管理有限公司上海宜雅酒店分公司); and
- (n) Ibis Beijing BDZ (天津雅高酒店管理有限公司北京第二分公司).

“Excluded ICI Assets” means (i) Ibis Jiangmen Xiqu (江门宜必思酒店有限公司); (ii) Ibis Baotou Aerding (包头宜必思酒店有限公司); and (iii) Ibis Chengdu Shunchengjie (成都顺城宜必思酒店有限公司) and all the assets held by them (if any), with such further details set forth in Schedule 11.

“Excluded TAHM Assets” means (i) Ibis Wuhan Hankou (武汉汉口宜必思酒店有限公司); (ii) Ibis Dalian Sanba Square (大连宜必思酒店有限公司); and (iii) Ibis Qingdao Huangdao (青岛宜必思酒店有限公司) and all the assets held by them (if any), with such further details set forth in Schedule 11.

“Excluded TAHM PRC Assets” means (i) Qingdao Donghai (天津雅高酒店管理有限公司青岛第二分公司), (ii) Ibis Huadu (天津雅高酒店管理有限公司广州第二分公司), (iii) Ibis Guangzhou Huangshi (天津雅高酒店管理有限公司广州第三分公司), (iv) Ibis Zhongshan The Centre (天津雅高酒店管理有限公司中山第二分公司), (v) Ibis Beijing Wangjing (天津雅高酒店管理有限公司北京第一分公司), (vi) Ibis Beijing Capitol Airport (天津雅高酒店管理有限公司北京第三分公司), (vii) Ibis Shanghai Waigaoqiao (天津雅高酒店管理有限公司上海宜雅酒店分公司), (viii) Ibis Beijing BDZ (天津雅高酒店管理有限公司北京第二分公司); and all the assets held by them (if any), with such further details set forth in Schedule 11.

“Excluded Taxes” means (a) all Taxes imposed on or payable by any member of the Target Group (other than the TAHM Entities) for a Pre-Closing Period; (b) all Taxes imposed on any member of the Target Group (other than the TAHM Entities), or for which a member of the Target Group (other than the TAHM Entities) may be liable, as a result of having been a member of any consolidated, combined, affiliated or unitary group on or prior to the Closing Date with respect to any Pre-Closing Period; (c) all Taxes of any other Person for which a member of the Target Group (other than the TAHM Entities) is liable by operation of law, as a transferee or successor, or pursuant to any contractual agreement entered into on or before the Closing Date with respect to any Pre-Closing Period; (d) any income, capital gain or other Taxes of any Seller or its Affiliates, including, but not limited to, any capital gains, income or other taxes for which the Seller is responsible under applicable Law as a result of transfer of the Target Shares or otherwise in connection with (i) the Pre-Closing Restructuring and (ii) the transactions contemplated by this Agreement (including any Taxes imposed under Circular 698 or Public Notice No. 7 and any withholding taxes imposed on the Seller or any member of the Target Group (other than the TAHM Entities)); (e) all Taxes of the members of the Target Group (other than the TAHM Entities) arising from the failure of (i) any of the Seller’s warranties in Section 3.22 of the Original MPA made as of the date thereof to be true and correct as of the date thereof, or (ii) any of the Seller’s warranties in Section 3.22 of this Agreement made as of the date of amendment and restatement of this Agreement to be true and correct as of the date of amendment and restatement of this Agreement; (f) all Taxes (other than Conveyance Taxes, which shall be allocated between the Seller and the Purchaser pursuant to Section 7.07) arising in connection with the ownership, operation, management, disposal or transfer of any Excluded Assets; and (g) any Liabilities with respect to amounts described in clauses (a) – (f) above.

“Exclusive ME Brands” means the Seller ME Brands other than the Co-development Brands.

“Financial Cut-Off Date” means the later to occur of: (a) the date that is five Business Days following the date on which the Competition Clearance shall have been obtained, or the applicable waiting periods (and any extension thereof) under the Anti-Monopoly Law shall have expired or shall have been terminated and no investigation shall have been instituted thereunder, and (b) April 1, 2015.

“Founder” means Mr. Qi Ji, the Chairman of Purchaser Parent.

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

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, award, ruling, decision, verdict, subpoena, consent, injunction or other similar determination or finding entered by or with any Governmental Authority.

“Grace Period End Date” means April 1, 2016.

“Hong Kong GAAP” means Hong Kong Generally Accepted Accounting Principles.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Hotel Network” means each of the hotels opened for full operation or currently proposed to be opened, (a) which is owned or leased, as the case may be, and operated by the Seller or any of its Affiliates under a Seller LU Brand or Seller ME Brand, or (b) for which the Seller or any of its Affiliates has signed a binding agreement for the operation or management under a Seller LU Brand or Seller ME Brand by the Seller or its Affiliates, or for a license or franchise of a Seller LU Brand or Seller ME Brand with respect to such hotel, in the case of each of (a) and (b), in the Target Territories.

“Ibis Brand Franchise Agreement” means the brand franchise agreement dated on or about the date hereof between Collectco, Purchaser Parent and NewCo1.

“Ibis China Entities” means each of Ibis China Investment and each ICI Transferred Subsidiary.

“Ibis China Investment” means Ibis China Investment Ltd., a limited liability company organized under the laws of Hong Kong.

“ICI Business” means the business of owning the Company Owned Real Properties.

“ICI Transferred Subsidiary” means each of the Transferred Subsidiaries listed in the rows numbered 1 to 7 in the table of Transferred Subsidiaries set out in Schedule 3.

“Indebtedness” means, with respect to any Person, (a) all indebtedness of such Person, whether or not contingent, for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under leases that have been or should be, in accordance with Hong Kong GAAP or PRC GAAP, recorded as capital leases, (f) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities, (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any capital stock of such Person or any warrants, rights or options to acquire such capital stock, valued, in the case of redeemable preferred stock, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (h) all Indebtedness of others referred to in clauses (a) through (g) above guaranteed directly or indirectly in any manner by such Person, or guaranteed directly or indirectly by such Person through an agreement (I) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (II) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss, (III) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered), or (IV) otherwise to assure a creditor against loss, and (i) all Indebtedness referred to in clauses (a) through (h) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

“Indemnified Party” means a Purchaser Indemnified Party or a Seller Indemnified Party, as the case may be.

“Indemnifying Party” means the Seller pursuant to Section 9.02 or the Purchaser pursuant to Section 9.03, as the case may be.

“Intellectual Property” means (a) patents, patent applications and statutory invention registrations, (b) trademarks, service marks, domain names, trade dress, logos, trade names, corporate names and other identifiers of source or goodwill, including registrations and applications for registration thereof and including the goodwill of the business symbolized thereby or associated therewith, (c) mask works and copyrights, including copyrights in computer software, and registrations and applications for registration thereof, and (d) confidential and proprietary information, including trade secrets, know-how and invention rights.

“ Interim Management LUB Adjustment Amount ” means an amount determined as follows:

$$0.80 \times (A - B)$$

where:

A = an amount equal to the pro forma operating profit of the LUB Group Entities (excluding any MEB Business of AAPC Shanghai) taken as a whole (as if the Pre-Closing Restructuring has been completed as of the Financial Cut-Off Date) for the Interim Management Period, determined as of the Adjustment Date in accordance with Schedule 11, taking into account the transitional nature of the said period (to allow for the costs of the Shared Services and other transitional costs) in the manner agreed between the parties, applying consistent principles, practices, methodologies, assumptions and policies as set forth in Schedule 11 (it being understood and agreed that the expense items set forth therein shall not include any charges made or payable to the Seller or any Seller Affiliate, other than the specific cost allocations agreed to by the parties in Schedule 11); and

B = an amount equal to the depreciation and amortization attributable to the LUB Business for the Interim Management Period, determined as of the Adjustment Date, applying consistent principles, practices, methodologies, assumptions and policies as used in the preparation of the Financial Statements.

“ Interim Management MEB Adjustment Amount ” means an amount determined as follows:

$$0.80 \times (A - B)$$

where:

A = an amount equal to the aggregate pro forma operating profits of: (i) the MEB Group Entities and the TAHM Entities taken as a whole; and (ii) the MEB Business of AAPC Shanghai, (in each case, as if the Pre-Closing Restructuring has been completed as of the Financial Cut-Off Date) for the Interim Management Period, determined as of the Adjustment Date in accordance with Schedule 11, taking into account the transitional nature of the said period (to allow for the costs of the Shared Services and other transitional costs) in the manner agreed between the parties, applying consistent principles, practices, methodologies, assumptions and policies as set forth in Schedule 11 (it being understood and agreed that the expense items set forth therein shall not include any charges made or payable to the Seller or any Seller Affiliate, other than the specific cost allocations agreed to by the parties prior to the date of the Original MPA); and

B = an amount equal to the depreciation and amortization and interest payment (as applicable as per the loan schedule set forth in Exhibit C) attributable to the Acquired Business for the Interim Management Period, determined as of the Adjustment Date, applying consistent principles, practices, methodologies, assumptions and policies as used in the preparation of the Financial Statements.

“Interim Management Agreement” means the interim management agreement entered into between Purchaser Parent and the Seller on or about the date of the Original MPA.

“Interim Management Period” means the period commencing on the Financial Cut-Off Date and ending on the Adjustment Date.

“Key Personnel” means the current directors of the Seller, being Michael Issenberg, Kim Mooney, Paul Richardson, Chen Waichin and Raymond Tong.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law), official policy or interpretation of any Governmental Authority and including any Governmental Order.

“Liabilities” means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or un-matured or determined or determinable, including those arising under any Law, Action or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking.

“Licensed Intellectual Property” means any Intellectual Property owned by Seller Parent or its wholly owned Subsidiary currently licensed to the Seller or its Affiliates with respect to the MEB Business and the LUB Business, and upon Closing to be licensed to (i) Purchaser Parent or its Subsidiaries pursuant to the MEB Master Brand Agreement and the MEB Brand Franchise Agreements, and (ii) NewCo2 pursuant to the LUB Brand Franchise Agreement.

“LUB Brand Franchise Agreement” means the brand franchise agreement dated on or about the date hereof between Seller Parent, NewCo2 and Collectco.

“LUB Business” means the business of operating and managing, or licensing or franchising for operation and management, hotels (including pipeline hotels not currently opened for full operation or currently proposed to be opened) and hotel chains within the Hotel Network under the Seller LU Brands in the Target Territories and the Seller ME Brands in Hong Kong and Macau.

“LUB Closing Adjustment Amount” means an amount (expressed as a positive, if positive, or as a negative, if negative) equal to (a) the LUB Closing Current Assets, *minus* (b) the LUB Closing Liabilities, *minus* (c) the Interim Management LUB Adjustment Amount, in each case, as shown on the final Closing Statement.

“LUB Closing Current Assets” means cash and short-term deposits, trade and other receivables, inventories and prepayments (excluding any deposits made to landlords and other long-term deposits) of the LUB Group Entities, each as determined as of the Adjustment Date pursuant to Hong Kong GAAP, applying consistent principles, practices, methodologies, assumptions and policies as used in preparation of the Financial Statements.

“LUB Closing Liabilities” means all Liabilities of the LUB Group Entities, including without limitation trade payables, advances received, accounts payable, and other payables, accrued expenses and provisions, Tax payable, amounts outstanding or accrued in respect of inter-company activity owed by any LUB Group Entity to the Seller or any Seller Affiliate, financial indebtedness and other Liabilities for borrowed money (together with accrued interest), and all other amounts, whether current, short-term or long-term, owed by any LUB Group Entity, each as determined as of the Adjustment Date pursuant to Hong Kong GAAP, applying consistent principles, practices, methodologies, assumptions and policies as used in preparation of the Financial Statements.

“LUB License Agreements” means the hotel license agreements and other similar agreements entered into by the Seller or any of its Affiliates prior to the Closing, under or pursuant to which Seller or any of its Affiliates grants a license to any Person in relation to the operation or management of any hotels (including any pipeline hotels not currently opened for full operation or currently proposed to be opened) or any hotel chain business under (a) any Seller LU Brand in any of the Target Territories or (b) any Seller ME Brand in Hong Kong and/or Macau.

“LUB Group Entities” means NewCo2 and its Subsidiaries (assuming the consummation of, or after giving effect to, the Pre-Closing Restructuring).

“LUB Management Contracts” means the hotel management contracts and other similar agreements entered into by the Seller or any of its Affiliates prior to the Closing, under or pursuant to which the Seller or its Subsidiaries operates any hotels (including any pipeline hotels not currently opened for full operation or currently proposed to be opened) or any hotel chain business under (a) any Seller LU Brand in any of the Target Territories or (b) any Seller ME Brand in Hong Kong and/or Macau.

“Luxury and Upscale Market” means the market for hotels positioned by branded hotel companies in the market segments designated as the Luxury, Upper Upscale and/or Upscale segments in the then latest STR Global Chain Scales.

“Macau” means the Macau Special Administrative Region of the PRC.

“Managed Subject Hotel Agreements” means any MEB Franchise Agreements or MEB Management Contracts that shall not have been assigned, novated or transferred to NewCo1 and/or its Subsidiaries pursuant to Sections 5.01(a) and (b) prior to the Closing (other than any TAHM Subject Hotel Agreements).

“Management Fee Agreement” means the management fee agreement dated on or about the date hereof between NewCo2 and the Purchaser.

“Material Adverse Effect” means any event, occurrence, fact, condition, change or effect that is, or would reasonably be likely to be, individually or in the aggregate, together with all other events, occurrences, facts, conditions, changes or effects, materially adverse to (a) the business, financial condition, assets or results of operations of any MEB Group Entity, any LUB Group Entity, or the Business taken as a whole, or (b) the ability of Seller and its Affiliates to consummate the transactions contemplated hereby and by the Transaction Documents in accordance with the terms hereof and thereof on a timely basis; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition, change or effect, directly or indirectly arising out of or attributable to:

(i) general political or economic conditions, general financial and capital market conditions (including interest rates) or general conditions in any of the industries in which the Business is engaged, or, in each case, any changes in them (including as a result of (A) an outbreak or escalation of hostilities involving any country in the Target Territories or the declaration by any country in the Target Territories of a national emergency or war, or (B) the occurrence of any other calamity or crisis (including any act of terrorism) or natural disaster or any change in financial, political or economic conditions in any country in the Target Territories or elsewhere);

(ii) changes in Law, Hong Kong GAAP or PRC GAAP or any authoritative interpretations thereof;

(iii) any action required by this Agreement or any action taken (or omitted to be taken) with the explicit, or written consent of or at the explicit, or written request of, Purchaser Parent;

(iv) any failure to meet Seller’s or any of its Affiliates’ internal forecasts for the Business (provided that this clause (iv) shall not be construed as providing that the circumstances or events giving rise to any such failure do not constitute or contribute to a Material Adverse Effect and, provided, further, that this clause (iv) shall not be construed as implying that Seller or any of its Affiliates is making any representation or warranty under this Agreement with regard to any internal forecasts for the Business); or

(v) the announcement, disclosure or pendency of the sale of the Business, the execution of this Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby or by any other Transaction Documents.

“MEB Brand Franchise Agreements” means each brand franchise agreement dated on or about the date hereof between Collectco, Purchaser Parent and NewCo1 with respect to the Seller ME Brands in the PRC, Taiwan and/or Mongolia.

“MEB Business” means the business of operating and managing, or licensing or franchising for operation and management, hotels (including pipeline hotels not currently opened for full operation or currently proposed to be opened) and hotel chains within the Hotel Network under the Seller ME Brands in the PRC, Mongolia and Taiwan, including without limitation the operation and management of the hotels located at the Company Owned Real Property and the Company Leased Real Property, but specifically excluding the ownership or leasing of any real property.

“MEB Closing Adjustment Amount” means an amount (expressed as a positive, if positive, or as a negative, if negative) equal to (a) the MEB Closing Current Assets, *minus* (b) the MEB Closing Liabilities, *minus* (c) the Interim Management MEB Adjustment Amount, in each case, as shown on the final Closing Statement.

“MEB Closing Current Assets” means cash and short-term deposits, trade and other receivables, inventories and prepayments (excluding any deposits made to landlords and other long-term deposits) of the MEB Group Entities (other than the TAHM Entities), each as determined as of the Adjustment Date pursuant to Hong Kong GAAP, applying consistent principles, practices, methodologies, assumptions and policies as used in preparation of the Financial Statements.

“MEB Closing Liabilities” means all Liabilities of the MEB Group Entities (other than the TAHM Entities), including without limitation trade payables, advances received, accounts payable, and other payables, accrued expenses and provisions, Tax payable, amounts outstanding or accrued in respect of inter-company activity owed by any MEB Group Entity (other than the TAHM Entities) to the Seller or any Seller Affiliate, financial indebtedness and other Liabilities for borrowed money (together with accrued interest), and all other amounts, whether current, short-term or long-term, owed by any MEB Group Entity (other than the TAHM Entities), each as determined as of the Adjustment Date pursuant to Hong Kong GAAP, applying consistent principles, practices, methodologies, assumptions and policies as used in preparation of the Financial Statements.

“MEB Franchise Agreements” means the hotel franchise agreements and other similar agreements entered into by the Seller or any of its Affiliates prior to the Closing, pursuant to which the Seller or any of its Affiliates grants a franchise to any Person in relation to the operation or management of any hotels (including any pipeline hotels not currently opened for full operation or currently proposed to be opened) or any hotel chain business under any Seller ME Brand in the PRC, Taiwan and/or Mongolia.

“MEB Group Entities” means the NewCo1 Entities, the Ibis China Entities and the TAHM Entities.

“MEB Management Contracts” means the hotel management contracts and other similar agreements entered into by the Seller or any of its Affiliates prior to the Closing, pursuant to which the Seller and its Subsidiaries operate any hotels (including any pipeline hotels not currently opened for full operation or currently proposed to be opened) or any hotel chain business under any Seller ME Brand in the PRC, Taiwan and/or Mongolia.

“MEB Master Brand Agreement” means the master brand agreement dated on or about the date hereof between Seller Parent, Purchaser Parent, Collectco and NewCo1.

“MEB Subject Hotel Management Agreement” means the MEB subject hotel management agreement dated on or about the date hereof between Collectco, NewCo1, NewCo2, TAHM and Purchaser Parent.

“Midscale and Economy Market” means the market for hotels positioned by branded hotel companies in the market segments designated as the Upper Midscale, Midscale and/or Economy segments in the then latest STR Global Chain Scales.

“Name Use Agreement” means the name use agreement dated on or about the date hereof between the Seller, Purchaser Parent, NewCo1 and NewCo1 PRC.

“NewCo1” means ACL Greater China Limited, a limited liability company incorporated in Hong Kong with company number 2161347, and having its registered office at Room 803, 8/F AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong.

“NewCo1 Entities” means NewCo1 and each NewCo1 Transferred Subsidiary.

“NewCo1 Leased Real Property” means the real property, together with all buildings and other structures, facilities or improvements currently or hereafter located thereon, set forth in Part 2 in Part A of Schedule 2.

“NewCo1 PRC” means 雅高美华酒店管理有限公司 (Yagao Meihua Hotel Management Co., Ltd.), a limited company incorporated under the laws of PRC with its legal address at No. 8 Zhaofeng Road, Huaqiao Town, Kunshan, Jiangsu Province, PRC.

“NewCo1 Transferred Subsidiary” means each of the Transferred Subsidiaries listed in the rows numbered 8 and 9 in the table of Transferred Subsidiaries set out in Schedule 3.

“NewCo2” means AAPC Hotel Management Limited, incorporated and registered in Hong Kong with company number 2234018 whose registered office is at Room 803, 8th Floor, AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong.

“NewCo2 Entities” means NewCo2 and AAPC Shanghai.

“NewCo2 Leased Real Property” means the real property, together with all buildings and other structures, facilities or improvements currently or hereafter located thereon, set forth in Part 3 in Part A of Schedule 2.

“NewCo2 Shareholders Agreement” means the shareholders agreement dated on or about the date hereof between NewCo2, the Seller and the Purchaser.

“NewCo2 Subscription Agreement” means the share subscription agreement dated on or about the date hereof between the Purchaser, the Seller and NewCo2.

“Non-Competition Agreement” means the non-competition agreement dated December 14, 2014 and amended and restated on the date of amendment and restatement of this Agreement among Seller Parent, the Seller, Purchaser Parent and the Founder.

“Original Disclosure Schedule” means the disclosure schedule, dated as of the date of the Agreement, delivered by the Seller to Purchaser Parent in connection with the Original MPA and attached as Schedule 6 to the Original MPA.

“Original SPA” means the securities purchase agreement dated as of December 14, 2014 between Purchaser Parent and the Seller.

“Owned Intellectual Property” means any Intellectual Property owned by the members of the Target Group.

“Permitted Encumbrances” means such of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have been commenced and as to which neither the Seller nor any of its Subsidiaries is otherwise subject to civil or criminal liability due to its existence: (a) liens for Taxes not yet due and payable, for which adequate reserves have been maintained in accordance with Hong Kong GAAP or PRC GAAP; (b) Encumbrances imposed by Law, such as materialmen’s, mechanics’, carriers’, workmen’s and repairmen’s liens and other similar liens arising in the ordinary course of business securing obligations that are not in excess of \$100,000 in the aggregate at any time; (c) pledges or deposits to secure obligations under workers’ compensation Laws or similar legislation or to secure public or statutory obligations; and (d) minor survey exceptions, reciprocal easement agreements, and other customary defects to or encumbrances on title to real property that (i) were not incurred in connection with any Indebtedness, (ii) do not render title to the property encumbered thereby unmarketable, and (iii) do not, individually or in the aggregate, materially and adversely affect the value of or the use of such property for its current and anticipated purposes.

“Permits” means all permits, licenses, franchises, registrations, certificates, clearances, exemptions, variances, approvals, waivers and other authorizations obtained from or required by any Governmental Authority.

“Pipeline Co-development Brand Hotels” means the pipeline hotels with respect to the Co-Development Brands set forth in Schedule 10.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“Post-Closing Period” means any taxable period (or portion thereof) beginning the day after the Closing Date.

“PRC” means the People’s Republic of China, for the purposes of this Agreement, excluding Hong Kong, Macau and Taiwan.

“Pre-Closing Period” means any taxable period (or portion thereof) ending on or prior to the Closing Date.

“Pre-Closing Restructuring” means the actions and transactions set forth in Schedule 4 of the Original MPA and Schedule 4 hereto, as applicable.

“Pre-Closing Restructuring Agreements” means the agreements entered into, whether prior to or after the date of the Original MPA, by the Seller and its Affiliates in connection with the Pre-Closing Restructuring.

“Pre-Closing Restructuring Approvals” means the approvals of the relevant PRC Governmental Authorities with respect to certain of the transactions contemplated by the Pre-Closing Restructuring, as set forth in Schedule 5 hereto.

“Public Notice No. 7” means the Public Notice [2015] No. 7 issued by the PRC State Administration of Taxation on February 3, 2015, titled “Public Notice of the State Administration of Taxation Regarding Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non-Tax Resident Enterprises” (关于非居民企业间接转让财产企业所得税若干问题的公告).

“Purchaser Party” means each of the Founder, Sherman Holdings Limited, Serangoon Limited, Seletar Limited, Credit Suisse Trust Limited and Winner Crown Holdings Limited.

“Purchaser’s Accountants” means Deloitte Touche Tohmatsu.

“Registration Rights Agreement” means the registration rights agreement dated on or about the date hereof between the Seller and Purchaser Parent.

“Requisite Permits” means, in respect each Transferred Subsidiary, the Permits set forth in Schedule 9 hereto with respect to such Transferred Subsidiary.

“Resource Sharing Agreement” means the resource sharing agreement dated on or about the date hereof between AAPC Shanghai and NewCo1 PRC.

“Retained Co-development Brand Hotel Contracts” means any Co-development Brand Hotel Contracts that shall not have been assigned, novated or transferred to NewCo1 and/or its Subsidiaries pursuant to Sections 5.01(a) and (b) prior to the Closing Date.

“Retained Hotels” means the hotel properties and facilities set forth in Schedule 8 hereto.

“Retained Hotel Management Agreement” means each hotel management agreement dated on or about the date hereof between the Seller or its Affiliate and NewCo1 in relation to the management of the Retained Hotels.

“Securities Purchase Agreement” means the securities purchase agreement dated as of December 14, 2014 and amended and restated as of the date of amendment and restatement of this Agreement, between Purchaser Parent and the Seller.

“Seller Affiliate” means (a) at any time prior to the Closing, each Affiliate of the Seller together with the Companies and their respective Subsidiaries; (b) as of and at any time following the Closing up to the TAHM Closing, each Affiliate of the Seller together with the TAHM Entities other than the Companies (excluding TAHM) and their respective Subsidiaries (excluding TAHM PRC); and (c) as of and at any time following the TAHM Closing, each Affiliate of the Seller other than the Companies and their respective Subsidiaries.

“Seller Brands” means the Seller ME Brands and the Seller LU Brands.

“Seller LU Brands” means the following hotel brands: “Sofitel”, “Pullman”, “The Sebel” and “MGallery”.

“Seller ME Brands” means the following hotel brands: “Novotel”, “Mercure”, “Ibis”, “Ibis Styles” and “Grand Mercure”.

“Seller Parent” means Accor S.A., a joint stock company organized under the laws of France with registered office at 110, Avenue d France, Paris, France.

“Seller’s Accountants” means Ernst & Young.

“Seller’s Knowledge” means the actual knowledge of Key Personnel and Gaurav Bhushan (Global Chief Development Officer), in each case, after reasonable inquiry.

“Seller’s Warranties” means each statement referred to in Article III.

“Shared Services” has the meaning given to it under the Interim Management Agreement.

“Straddle Period” means any taxable period beginning on or prior to and ending after the Closing Date.

“Subsidiary” means, with respect to any specified Person, any corporation, partnership, limited liability company, or other organization, whether incorporated or unincorporated, which is controlled by such Person directly or indirectly through one or more intermediaries. For the avoidance of doubt, before the Closing, each of the Companies and the Transferred Subsidiaries shall be deemed a Subsidiary of the Seller.

“TAHM” means TAHM Investment Limited, a limited liability company incorporated in Hong Kong with company number 1468499, and having its registered office at Room 803, 8/F AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong.

“TAHM Closing” means the closing of the transactions contemplated by the TAHM Share Purchase Agreement.

“TAHM Entities” means TAHM and TAHM PRC.

“TAHM Excluded Hotels” means collectively the hotels held in: (i) Ibis Wuhan Hankou (武汉汉口宜必思酒店有限公司); and (ii) Ibis Dalian Sanba Square (大连宜必思酒店有限公司).

“TAHM Leased Real Property” means the real property, together with all buildings and other structures, facilities or improvements currently or hereafter located thereon, set forth in Part 1 in Part A of Schedule 2.

“TAHM PRC” means Tianjin Accor Hotel Management Co., Ltd. (天津雅高酒店管理有限公司), a company incorporated under the laws of the PRC with its registered address at 天津经济技术开发区第三大街以南、巢湖路以西.

“TAHM PRC Excluded Hotel” means the hotel held in Qingdao Donghai (天津雅高酒店管理有限公司青岛第二分公司).

“TAHM Share Purchase Agreement” means the share purchase agreement dated on or about the date hereof between the Seller and the Purchaser.

“TAHM Subject Hotel Agreements” means any MEB Franchise Agreements or MEB Management Contracts: (i) that shall not have been assigned, novated or transferred to NewCo1 and/or its Subsidiaries pursuant to Sections 5.01(a) and (b) prior to the Closing, and (ii) to which TAHM PRC shall be a party as of the Closing.

“Target Group” means (a) at any time prior to the Closing, Ibis China Investments, TAHM and the Transferred Subsidiaries, (b) as of and at any time following the Closing and prior to the TAHM Closing Date, the Companies (other than TAHM) and their respective Subsidiaries (other than TAHM PRC); and (c) as of and at any time following the TAHM Closing, the Companies and their respective Subsidiaries.

“Target Shares” means, collectively, the Ibis China Investment Shares, the NewCo1 Shares and the NewCo2 Shares.

“Target Territories” means the PRC, Mongolia, Hong Kong, Macau and Taiwan.

“Tax Returns” means any return, declaration, report, election, claim for refund or information return or other statement or form relating to, filed or required to be filed with any Taxing Authority, including any schedule or attachment thereto or any amendment thereof.

“Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto), whether disputed or not, imposed by any government or Taxing Authority, including (without prejudice to the foregoing) taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs’ duties, tariffs, and similar charges.

“Taxing Authority” means any government or subdivision, agency, commission or authority thereof, or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or other imposition of Taxes.

“Third Party Hotel Agreements” means the MEB Franchise Agreements, the MEB Management Contracts, LUB License Agreements, and the LUB Management Contracts.

“Transaction Documents” means:

- (a) this Agreement;
- (b) the Securities Purchase Agreement;
- (c) the Non-Competition Agreement;
- (d) the Deed of Undertaking;
- (e) the Interim Management Agreement; and
- (f) each of the Closing Documents.

“Transferred Subsidiary” means each of the entities listed in Schedule 3.

“Unwind Agreement” means the deed of unwind dated on or about the date hereof between the Seller, Accor Guarantor, Collectco, Purchaser Parent and the Purchaser.

“Voting and ROFR Agreement” means the deed of voting and ROFR attached hereto as Exhibit E.

Section 1.02 Definitions. The following terms have the meanings set forth in the Sections set forth below:

<u>Definition</u>	<u>Location</u>
“ <u>Accor Guarantor</u> ”	Preamble
“ <u>Affected Hotel</u> ”	Section 5.09
“ <u>Affected Property</u> ”	Section 6.16
“ <u>Ancillary Proceedings</u> ”	Section 11.12(c)
“ <u>Arbitration Rules</u> ”	Section 11.12(a)
“ <u>Cap</u> ”	Section 9.04(a)
“ <u>Clawback Amount</u> ”	Section 2.09(c)
“ <u>Closing Statement</u> ”	Section 2.07(a)(ii)
“ <u>Closing</u> ”	Section 2.03(a)
“ <u>Co-Development Brand Allocation Schedule</u> ”	Section 5.01(d)
“ <u>Companies</u> ”	Recitals
“ <u>Company Permits</u> ”	Section 3.06
“ <u>CROPTO</u> ”	Section 11.09(a)
“ <u>De Minimis Amount</u> ”	Section 9.04(a)
“ <u>Deductible Amount</u> ”	Section 9.04(a)
“ <u>End Date</u> ”	Section 9.01(a)
“ <u>Expenses</u> ”	Section 11.01(a)
“ <u>Filing Party</u> ”	Section 7.07
“ <u>Financial Statements</u> ”	Section 3.10(a)

Definition	Location
“ <u>Fire Safety Permit</u> ”	Section 5.09
“ <u>HKIAC</u> ”	Section 11.12(a)
“ <u>Hotel Termination Fee</u> ”	Section 5.07(a)
“ <u>Ibis China Investment Shares</u> ”	Section 2.01(a)(i)(A)
“ <u>Independent Accounting Firm</u> ”	Section 2.07(a)(iii)
“ <u>Interim Transactions</u> ”	Section 2.09(a)
“ <u>Joint Closing Audit</u> ”	Section 2.07(a)(ii)
“ <u>lease</u> ”	Section 3.15(a)
“ <u>Long-Stop Date</u> ”	Section 10.01(c)
“ <u>Long-term Assets</u> ”	Section 3.05(f)(ii)
“ <u>Loss</u> ”	Section 9.02
“ <u>LUB Assets</u> ”	Section 3.05(d)
“ <u>Material Contracts</u> ”	Section 3.15(a)
“ <u>Materiality Qualifiers</u> ”	Section 8.02(a)(i)
“ <u>MEB Assets</u> ”	Section 3.05(c)
“ <u>NewCo1 Shares</u> ”	Section 2.01(a)(i)(B)
“ <u>NewCo2 Shares</u> ”	Section 2.01(a)(ii)
“ <u>Plans</u> ”	Section 3.19
“ <u>Prohibited Payment</u> ”	Section 3.14(c)
“ <u>Purchase Consideration Shares</u> ”	Section 2.02
“ <u>Purchaser Indemnified Party</u> ”	Section 9.02
“ <u>Purchaser Parent Shares</u> ”	Section 2.02
“ <u>Purchaser Parent</u> ”	Preamble
“ <u>Purchaser’s Guaranteed Obligations</u> ”	Section 6.14(a)
“ <u>Purchaser</u> ”	Section 2.01(c)
“ <u>Rejected Interim Transactions</u> ”	Section 2.09(b)
“ <u>Related Party Transactions</u> ”	Section 3.23(a)
“ <u>Relevant Personnel</u> ”	Section 5.03(e)
“ <u>Relevant Provisions</u> ”	Section 6.16
“ <u>Seller Indemnified Party</u> ”	Section 9.03
“ <u>Seller’s Guaranteed Obligations</u> ”	Section 6.13(a)
“ <u>Seller</u> ”	Preamble
“ <u>Submission Date</u> ”	Section 11.12(a)
“ <u>Subsequent Disclosed Events</u> ”	Section 8.02(a)(i)
“ <u>TAHM Shares</u> ”	Section 2.01(b)
“ <u>TAHM End Date</u> ”	Section 9.01(a)
“ <u>Third Party Claim</u> ”	Section 9.05(b)
“ <u>Third Party Consent</u> ”	Section 5.01(a)
“ <u>Uncontrollable Event</u> ”	Section 6.16

Section 1.03 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

- (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;
- (b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
- (c) whenever the words “include”, “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;
- (d) the words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;
- (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;
- (g) any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor Laws;
- (h) references to a Person are also to its successors and permitted assigns;
- (i) the use of “or” is not intended to be exclusive unless expressly indicated otherwise;
- (j) an action taken by a Person shall be deemed to have been taken “in the ordinary course” or “in the ordinary course of business” only if such action is (x) consistent with the past practices and is taken in the ordinary course of its normal day-to-day operations in compliance with applicable Laws, and (y) similar in nature and magnitude to actions customarily taken in the ordinary course of its normal day-to-day operations, without any authorization by its board of directors or its shareholder(s); and
- (k) references to any document are to be construed as references to such document as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time.

ARTICLE II

PURCHASE AND SALE

Section 2.01 Purchase and Sale of the Target Shares and the TAHM Shares.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing:

(i) the Seller shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to the Purchaser, and Purchaser Parent shall procure that the Purchaser purchase, and the Purchaser shall purchase:

(A) all the issued ordinary shares of Ibis China Investment (the “Ibis China Investment Shares”), and

(B) ordinary shares representing 100% of the issued share capital of NewCo1 on an as-converted and fully diluted basis as of the Closing (the “NewCo1 Shares”); and

(ii) the Seller shall procure that NewCo2 issue, and Purchaser Parent shall procure that the Purchaser acquire, pursuant to the NewCo2 Subscription Agreement, ordinary shares representing 29.2853% of all issued and outstanding ordinary shares of NewCo2 on an as-converted and fully diluted basis immediately following the closing of the transactions contemplated by the NewCo2 Subscription Agreement (the “NewCo2 Shares”).

(b) Upon the terms and subject to the conditions of the TAHM Share Purchase Agreement, at the TAHM Closing, the Seller shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to the Purchaser or its designated Subsidiary, and the Purchaser shall purchase or procure that its designated Subsidiary shall purchase, 100% of the issued and outstanding shares of TAHM on an as-converted and fully diluted basis as of the TAHM Closing (the “TAHM Shares”).

(c) Purchaser Parent shall (i) designate, in accordance with the terms of and subject to this Section 2.01(c), one or more of its wholly owned Subsidiaries to purchase the Target Shares and the TAHM Shares (such Subsidiary or Subsidiaries of Purchaser Parent, the “Purchaser”), it being understood and agreed that no such designation shall relieve Purchaser Parent of any of its obligations hereunder or under any of the other Transaction Documents to which it is a party, and (ii) by no later than thirty (30) days prior to the Closing Date, (x) deliver a notice in writing setting forth the details of the Purchaser that will enter into specified Transaction Documents and purchase the Target Shares and the TAHM Shares in accordance with the terms hereof; and (y) procure that the Purchaser either deliver a joinder to this Agreement or execute this Agreement confirming the Purchaser’s agreement to perform, observe and be bound by all of the obligations applicable to the Purchaser hereunder, whereupon the Purchaser shall become a party hereto and have the rights and obligations of the Purchaser hereunder. The parties agree and acknowledge that, prior to the execution of the foregoing joinder, Purchaser Parent shall be entitled to, and may enforce, all rights of the Purchaser hereunder and shall be liable for all obligations of the Purchaser. To the extent Purchaser Parent does not designate any Purchaser, all obligations hereunder of the Purchaser shall be deemed to be obligations of Purchaser Parent.

Section 2.02 Purchase Consideration. As purchase consideration for the Target Shares and the TAHM Shares and in consideration of the covenants and agreements of the Seller and its Affiliates set forth in this Agreement and the other Transaction Documents, Purchaser Parent shall issue certain ordinary shares, par value US\$0.0001 per share, in its capital (the "Purchaser Parent Shares") to the Seller in accordance with the Securities Purchase Agreement (the "Purchase Consideration Shares").

Section 2.03 Closing.

(a) Subject to the terms and conditions of this Agreement and the NewCo2 Subscription Agreement, the sale and purchase and issue of the Target Shares contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices of Shearman & Sterling LLP, 12/F Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong, at 11:00 a.m. Hong Kong time on the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties set forth in Sections 8.01(c), (d) and (e) and Sections 8.02(c) to (g) or at such other place or at such other time or on such other date as the Seller and Purchaser Parent may mutually agree upon in writing.

(b) The parties agree and acknowledge that, notwithstanding anything to the contrary contained in any of the Transaction Documents, (i) the closing of the issuance of shares contemplated by the Securities Purchase Agreement and the closing of the sale and purchase and/or issuance and subscription, as the case may be, of the Target Shares hereunder, shall be conditional upon and shall take place simultaneously with each other, and all actions required to be taken at the closings hereunder and under the Securities Purchase Agreement and the NewCo2 Subscription Agreement (including, without limitation the execution of the Closing Documents) shall, and shall be deemed to, take place simultaneously, and (ii) for the parties' respective financial reporting and accounting purposes, the sale and purchase and/or issuance and subscription, as the case may be, of the Target Shares hereunder shall be deemed to be effective as of January 1, 2016.

(c) Subject to the terms and conditions of this Agreement and the TAHM Share Purchase Agreement, the TAHM Closing shall be held June 30, 2016 or on such other date as the Seller and Purchaser Parent may mutually agree upon in writing.

Section 2.04 Closing Deliveries by the Seller. At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser:

- (a) original duly executed original instruments of transfer and sold notes for the Ibis China Investment Shares and the NewCo1 Shares in favor of the Purchaser;
- (b) to the extent permitted by Law, share certificates in the name of the Purchaser, representing the Purchaser's ownership of the Target Shares;
- (c) the written resignations (together with a release of claims against Ibis China Investment, NewCo1 and their respective Subsidiaries), effective as of the Closing, of all of the directors and officers of Ibis China Investment, NewCo1 and their respective Subsidiaries, except for the Excluded Entities and for such persons as shall have been designated in writing prior to the Closing by Purchaser Parent or the Purchaser to the Seller;

- (d) the deliverables set forth in Section 2.03 of the NewCo2 Subscription Agreement;
- (e) the general release and discharge from the Seller and the Seller Affiliates referred to in Section 6.09 in the form and substance attached hereto as Exhibit A;
- (f) counterparts of each Closing Document to which the Seller, Seller Parent or any Seller Affiliate is a party, duly executed by each of the Seller, Seller Parent and/or Seller Affiliate (as the case may be);
- (g) true and complete copies of the resolutions duly and validly adopted by the boards of directors of the Seller and NewCo2 (i) evidencing their authorization of the execution and delivery of each Transaction Document to which the Seller or NewCo2, as the case may be, is a party, and (ii) certifying the names and signatures of the officers of the Seller or NewCo2 authorized to sign the relevant Transaction Document and the other documents to be delivered hereunder and thereunder; and
- (h) a certificate of a duly authorized officer of the Seller certifying as to the matters set forth in Section 8.02(a).

Section 2.05 Withholding. Each of Purchaser Parent, the Purchaser and any of the Transferred Subsidiaries (and any other Person required to withhold with respect to any payment made under this Agreement), shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement such amounts as may be required to be deducted or withheld therefrom under any provision of federal, local or foreign Tax Law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. Prior to undertaking any such withholding, Purchaser Parent or the Purchaser shall provide the Seller with notice of the intent to withhold and shall cooperate with the Seller to take all reasonable steps to eliminate or reduce such withholding.

Section 2.06 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver to the Seller:

- (a) counterparts of each Closing Document to which the Purchaser, Purchaser Parent, or any Purchaser Party is a party, duly executed by each of the Purchaser, Purchaser Parent and/or Purchaser Party (as the case may be);
- (b) true and complete copies of the resolutions duly and validly adopted by the board of directors of the Purchaser (i) evidencing its authorization of the execution and delivery of this Agreement and the other Transaction Documents, and (ii) certifying the names and signatures of the officers of the Purchaser authorized to sign this Agreement and the relevant Transaction Documents and the other documents to be delivered hereunder and thereunder; and
- (c) a certificate of a duly authorized officer of the Purchaser certifying as to the matters set forth in Section 8.01(a).

Section 2.07 Post-Closing Adjustment of Purchase Consideration. The parties agree that the purchase consideration for the Target Shares shall be adjusted after the Closing by way of the payments specified in this Section 2.07:

(a) Closing Statement.

(i) As promptly as practicable, but in any event within 30 calendar days following the Closing, the Seller shall deliver to the Purchaser the following unaudited financial statements: (A) consolidated and individual balance sheets of (x) the MEB Group Entities (other than the TAHM Entities) and (y) the LUB Group Entities as of the Adjustment Date, prepared in accordance with Hong Kong GAAP applied on a basis consistent with the preparation of the Financial Statements; (B) to the extent not previously delivered, consolidated and individual statements of income of (x) the MEB Group Entities (other than the TAHM Entities) and (y) the LUB Group Entities for the periods beginning on January 1, 2015 (or, in the case of any newly incorporated entity, the date of incorporation thereof) and ending on the Adjustment Date, prepared in accordance with Hong Kong GAAP applied on a basis consistent with the preparation of the Financial Statements; and (C) pro forma statements of income of (x) the MEB Business in respect of Mercure, Ibis and Ibis Styles in the PRC, Mongolia and Taiwan and (y) the LUB Business in respect of the Seller LU Brands and the Co-development Brands in the Target Territories and in respect of the Seller ME Brands in Hong Kong and Macau (in each case, taken as a whole, as if the Pre-Closing Restructuring has been completed as of the Financial Cut-Off Date) for the Interim Management Period, prepared in accordance with the principles, practices, methodologies, assumptions and policies as used in Schedule 11.

(ii) The parties agree that the Seller's Accountants and the Purchaser's Accountants shall: (A) perform a joint audit of the financial statements described in Section 2.07(a)(i)(A) to 2.07(a)(i)(C) in accordance with Hong Kong GAAP (the "Joint Closing Audit"); and (B) jointly prepare a statement of calculation of the MEB Closing Adjustment Amount and the LUB Closing Adjustment Amount (collectively, the "Closing Statement"), together with their respective reports thereon, stating that the Closing Statement fairly presents the financial position of the MEB Group Entities (other than the TAHM Entities) or the LUB Group Entities, as the case may be, at the Closing. In furtherance of the foregoing, (x) the Seller shall instruct the Seller's Accountants and the Purchaser shall instruct the Purchaser's Accountants to work together as soon as practicable following the Closing to complete the Joint Closing Audit and issue the Closing Statement and their respective reports thereon within 90 calendar days after the Closing Date; and (y) the parties shall ensure that the Seller's Accountants, the Purchaser's Accountants and other representatives of the Seller and the Purchaser are (1) afforded reasonable access to all books and records of the Seller and its Affiliates (relating to the Business) and the MEB Group Entities and the LUB Group Entities, and (2) furnished with such additional financial and operating data and other information regarding the MEB Group Entities, the LUB Group Entities and the Business (or legible copies thereof) as the Seller's Accountants or the Purchaser's Accountants may from time to time reasonably request. The Closing Statement issued jointly by the Seller's Accountants and the Purchaser's Accountants shall be final, binding and conclusive on the parties hereto.

(iii) The Purchaser's Accountants and the Seller's Accountants shall attempt to reconcile their differences in the course of preparing the Closing Statement. If there is any dispute on any matter related to the Joint Closing Audit or the Closing Statement item and the Seller's Accountants and the Purchaser's Accountants are, for any reason, unable to reach a resolution within 20 Business Days after notifying the Seller and the Purchaser in writing of such dispute, the Purchaser's Accountants and the Seller's Accountants shall submit the items remaining in dispute for resolution to an independent Big Four Accounting Firm (or, if such firm shall decline or is unable to act or is not, at the time of such submission, independent of the Seller and the Purchaser, to another independent accounting firm of international reputation mutually acceptable to the Seller and the Purchaser) (the independent Big Four Accounting Firm or such other accounting firm being referred to herein as the "Independent Accounting Firm"), which shall, within 30 Business Days after such submission, determine and report to the Seller and the Purchaser upon such remaining disputed items, and such report shall be final, binding and conclusive on the Seller and the Purchaser. The fees and disbursements of the Independent Accounting Firm shall be allocated between the Seller and the Purchaser in the same proportion that the aggregate amount of such remaining disputed items so submitted to the Independent Accounting Firm that is unsuccessfully disputed by each such party (as finally determined by the Independent Accounting Firm) bears to the total amount of such remaining disputed items so submitted.

(iv) In acting under this Agreement, the Seller's Accountants, the Purchaser's Accountants and the Independent Accounting Firm shall be entitled to the privileges and immunities of arbitrators.

(b) Closing Adjustments. The Closing Statement shall be deemed final for the purposes of this Section 2.07 upon the earlier of (x) the Seller's Accountants and the Purchaser's Accountants issuing the Closing Statement pursuant to Section 2.07(a)(ii), and (y) the resolution of all disputes, pursuant to Section 2.07(a)(iii), by the Independent Accounting Firm. Within five (5) Business Days of the Closing Statement being deemed final, an adjustment payment shall be made as follows (it being understood and agreed that any adjustment payments related to the Excluded Assets shall be made as provided in Schedule 11):

(i) In the event that the MEB Closing Adjustment Amount is a negative number, the Seller shall pay a sum equal to the absolute value of the MEB Closing Adjustment Amount to the Purchaser by wire transfer in immediately available funds.

(ii) In the event that the MEB Closing Adjustment Amount is a positive number, the Purchaser shall pay a sum equal to the absolute value of the MEB Closing Adjustment Amount to the Seller by wire transfer in immediately available funds.

(iii) In the event that the LUB Closing Adjustment Amount is a negative number, the Seller shall pay a sum equal to the absolute value of the LUB Closing Adjustment Amount to NewCo2 by wire transfer in immediately available funds; provided, that the parties may agree on an alternative method for the settlement of such amount, including but not limited to a direct payment by the Seller to the Purchaser of the Purchaser's pro-rata share of the LUB Closing Adjustment Amount based on the Purchaser's percentage shareholding in NewCo2 as of the Closing Date.

(iv) In the event that the LUB Closing Adjustment Amount is a positive number, the Seller may require NewCo2 to pay to the Seller a sum equal to the absolute value of the LUB Closing Adjustment Amount to the Seller by wire transfer in immediately available funds.

(c) Payment of Closing Adjustment Amounts and Amounts Relating to Excluded Assets.

(i) The parties agree and confirm that Schedule 11 sets forth: (A) the projected payments agreed to be made between the parties as part of: (1) the arrangement and adjustments to be made with respect to the Excluded Assets; (2) the closing adjustments for the ICI Entities, the NewCo1 Entities and the NewCo2 Entities following the Closing; and (3) the closing adjustment for the TAHM Entities following the TAHM Closing; (B) the agreed mechanism and methodology for determining and settling such payments between them; (C) the proposed actions with respect to the Excluded Assets; and (D) the timeline related to such actions in (A) to (C).

(ii) The parties acknowledge and agree that: (A) the final Closing Statement issued in accordance with this Section 2.07 shall take into account the adjustments set forth in Schedule 11; (B) the amounts payable under Schedule 11 with respect to the Excluded TAHM Assets and the Excluded TAHM PRC Assets shall correspond to the actual sale proceeds received by the TAHM Entities in respect of the sale of the TAHM Excluded Hotels and the TAHM PRC Excluded Hotel; (C) in the event of any conflict or inconsistency between the provisions of (1) Schedule 11 and (2) Section 1.01, this Section 2.07 and Section 6.17 in relation to the determination and payment of the MEB Closing Adjustment Amount and the LUB Closing Adjustment Amount (including, without limitation, the principles, methodologies and assumptions used for calculating such amounts), the provisions of Schedule 11 shall prevail in relation to the determination and/or settlement of any adjustment payments contemplated hereby; and (D) to the extent any issues arise with respect to effecting any payment under the proposed payment mechanism and methodology in Schedule 11, the parties agree to discuss in good faith and use all commercially reasonable efforts to modify the payment structure as necessary to ensure that all adjustment payments can be paid in such mutually acceptable manner that reflects the original intent of the parties as closely as possible.

(iii) The parties further agree that after the Closing and the TAHM Closing, as the case may be, the Target Group shall owe cash amounts to the Seller with respect to the Excluded Assets pursuant to Schedule 11 and that: (A) the Purchaser and its Subsidiaries shall allow the Seller to manage the process of repatriation by the Excluded Entities of such amounts from the PRC to Hong Kong for the purpose of the Purchaser or its Affiliates in Hong Kong making payment to the Seller; provided, that such repatriation shall (x) be in compliance with all applicable Laws, and be made only after (1) all consents, approvals and authorizations of, filings with or notifications to, the competent Governmental Authorities required for such repatriation (the “Requisite Approvals”) have been obtained or completed, and (2) reasonable evidence of receipt of all Requisite Approvals (including, without limitation, documentary evidence of payment of all Taxes, and copies of all Tax clearance certificates issued by the competent Taxing Authorities, in connection with the transfer or disposal of any Excluded Assets) have been provided by the Seller to the Purchaser, (y) not be made in any manner as would, in the opinion of the Purchaser, reasonably be likely to have an adverse effect on the Purchaser or its Affiliates, and (z) be made at the Seller’s sole cost and expense; (B) the Seller shall indemnify and hold harmless the Purchaser Indemnified Parties for and against any and all Liabilities arising from or in connection with such repatriation of funds; (C) the Purchaser and its Subsidiaries shall not seek to use such funds for its own purpose and shall pay all money and other economic benefits received in connection with the Excluded Assets to the Seller in accordance with Schedule 11; and (D) upon repatriation of such amounts outside the PRC, the Purchaser and its Affiliates shall cause such amounts to be paid to the Seller and its Affiliates within ten (10) Business Days.

Section 2.08 Interest on Payments. Any payments required to be made by the Seller or the Purchaser pursuant to Section 2.07(b) and Section 2.09 shall bear interest from the Closing through the date of payment at the then current reference three-month term rate of interest publicly announced by the People’s Bank of China or any successor thereto from time to time, from the Closing to the date of each payment.

Section 2.09 Transactions between Adjustment Date and Closing Date. Without prejudice to any other provisions of this Agreement, the Purchaser shall have the right to:

(a) review and audit the books and records of the Acquired Business, the Ibis China Entities, the NewCo1 Entities and the MEB Business in AAPC Shanghai with respect to any transactions, accruals, deferrals, payments, or Liabilities occurring or arising during the period from the Adjustment Date through the Closing Date (the “Interim Transactions”);

(b) reject any Interim Transactions that (i) were not undertaken in the ordinary course of business consistent with past practice, (ii) did not constitute part of the Pre-Closing Restructuring, (iii) are not reflected in Schedule 11; or (iv) were not authorized by Purchaser Parent or the Purchaser in writing (such Interim Transactions, the “Rejected Interim Transactions”); and

(c) demand repayment or compensation from the Seller in an amount that would be necessary to put the Ibis China Entities and the NewCo1 Entities into the same financial position which would have existed had the Rejected Interim Transactions not been undertaken by the Ibis China Entities and the NewCo1 Entities (which amount shall include all Losses suffered or incurred by the Ibis China Entities and the NewCo1 Entities in connection with such Rejected Interim Transactions) (the “Clawback Amount”).

The Seller shall, within ten (10) Business Days after receipt of a notice in writing from the Purchaser setting forth the details of the Rejected Interim Transactions and the Clawback Amount (or final resolution of any dispute with respect to the existence and/or computation of such amount), pay a sum equal to the Clawback Amount to the Purchaser by wire transfer in immediately available funds. Any dispute with respect to the existence and/or computation of the Clawback Amount shall be resolved by the Seller's Accountants and the Purchaser's Accountants as part of the Joint Closing Audit (or, if the Seller's Accountants and the Purchaser's Accountants are unable to reach a resolution, determined by the Independent Accounting Firm in accordance with Section 2.07(a)), and any resolution as to the computation of the Clawback Amount shall be final, conclusive and binding on the parties hereto.

Section 2.10 Hong Kong Stamp Duty Filing and Related Procedures.

(a) As soon as reasonably practicable after the Closing (and in any event within two days after the Closing where the sale or purchase of the Target Shares is effected in Hong Kong or, where the sale or purchase of the Target Shares is effected outside Hong Kong, within 30 days after the Closing), the Purchaser shall submit a duly executed original instrument of transfer and duly executed original bought and sold notes in respect of the Ibis China Investment Shares and the NewCo1 Shares, together with all other supporting documents, to the Hong Kong Stamp Office for assessment of the amount of stamp duty payable, and each of the Purchaser and the Seller shall in equal parts, pay the stamp duty in accordance with the amount as adjudicated by the Hong Kong Stamp Office within one Business Day from such adjudication.

(b) As soon as reasonably practicable after the TAHM Closing (and in any event within two days after the TAHM Closing where the sale or purchase of the TAHM Shares is effected in Hong Kong or, where the sale or purchase of the TAHM Shares is effected outside Hong Kong, within 30 days after the TAHM Closing), the Purchaser or its designated Subsidiary shall submit a duly executed original instrument of transfer and duly executed original bought and sold notes in respect of the TAHM Shares, together with all other supporting documents, to the Hong Kong Stamp Office for assessment of the amount of stamp duty payable, and the Seller shall pay the entire amount of the stamp duty in accordance with the amount as adjudicated by the Hong Kong Stamp Office within one Business Day from such adjudication.

(c) Within two Business Days from the date on which the duly stamped original instrument of transfer and duly executed original bought and sold contract notes are returned to the Purchaser by the Hong Kong Stamp Office, the Purchaser shall procure (and, if necessary, the Seller shall take all actions to effect the same) (i) the removal of Seller's name in the register of members of (x) Ibis China Investment in respect of the Ibis China Investment Shares and NewCo1 in respect of the NewCo1 Shares and (y) TAHM in respect of the TAHM Shares, and procure the entry of the Purchaser's name or its designated Subsidiary's name, as applicable, in the register of members of each such Company as the legal owner of the Ibis China Investment Shares, the NewCo1 Shares and the TAHM Shares, as applicable; and (ii) the issuance of the share certificates representing the Ibis China Investment Shares, the NewCo1 Shares and the TAHM Shares to the Purchaser or its designated Subsidiary's name, as applicable.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLER

As an inducement to Purchaser Parent to enter into this Agreement and the other Transaction Documents, the Seller hereby represents and warrants to Purchaser Parent that, except as set forth in the relevant section of the Disclosure Schedule that corresponds to the Section of this Article III in which such representation or warranty is made (it being understood and agreed by the parties hereto that disclosure of any item in any section or subsection of the Disclosure Schedule shall be deemed disclosure with respect of any other section or subsection of the Disclosure Schedule to the extent it is readily apparent from such disclosure that such disclosure is applicable to such other section or subsection), each of the statements contained in this Article III are true, accurate and not misleading as of the date of amendment and restatement of this Agreement.

Section 3.01 Organization, Authority and Qualification of the Seller and the Accor Guarantor .

(a) Each of the Seller and the Accor Guarantor is a corporation duly organized and validly existing under the Laws of the jurisdiction of its incorporation and the Seller and the Accor Guarantor each have full corporate power and authority to own, lease, manage or operate the properties, rights and assets now owned, leased, managed or operated by the Seller, and to carry on the Business as it has been and is currently conducted. The Seller and the Accor Guarantor each has all necessary power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of the Accor Guarantor and the Seller of this Agreement and the other Transaction Documents to which it is or will become a party, the performance by it of its obligations hereunder and thereunder and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of and the Accor Guarantor or the Seller, as the case may be. This Agreement has been, and upon their execution the other Transaction Documents to which the Accor Guarantor or the Seller is a party shall have been, duly executed and delivered by the Accor Guarantor or the Seller, as the case may be, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and upon their execution the other Transaction Documents to which the Accor Guarantor or the Seller is a party shall constitute, its legal, valid and binding obligations, enforceable against it in accordance with their respective terms.

(b) Each of the Seller and the Accor Guarantor is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary.

Section 3.02 Organization, Authority and Qualification of the Companies.

(a) As of the Closing Date, each Company will be a corporation duly organized and validly existing under the Laws of the jurisdiction of its incorporation and will have all necessary power and authority to own, operate or lease the properties and assets owned, operated or leased by it and (together with the other Companies) to carry on the Business. All corporate actions taken by each Company have been duly authorized, and no Company has taken any action that in any respect conflicts with, constitutes a default under, or results in a violation of, any provision of its certificate of incorporation or articles of association (or similar organizational documents). As of the Closing Date, true and correct copies of the certificate of incorporation and articles of association (or similar organizational documents) of each Company have been delivered by the Seller to Purchaser Parent.

(b) As of the Closing Date, each Company is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary.

(c) As of the Closing Date, each of NewCo1 and NewCo2 will have been incorporated solely for the purpose of engaging in the transactions contemplated by this Agreement and as of the Closing Date will not have traded, engaged in any business activities or conducted any operations other than in connection with the transactions contemplated by this Agreement, including, without limitation, the Pre-Closing Restructuring. As of the Closing Date, (i) neither NewCo1 nor NewCo2 will have passed any resolution, whether of shareholders or directors, other than in connection with its formation, the appointment of its directors and officers, the Pre-Closing Restructuring or the transactions contemplated by this Agreement, and (ii) NewCo1 and NewCo2 will have, at all times since their formation, complied with their constituent documents and all applicable Laws.

Section 3.03 Transferred Subsidiaries.

(a) Schedule 3 hereto sets forth a true and complete list of all Transferred Subsidiaries, listing for each Transferred Subsidiary its name, type of entity, the jurisdiction and date of its incorporation or organization, its authorized capital, partnership capital or equivalent, the number and type of its issued and outstanding shares or other securities, partnership interests or similar ownership interests and the ownership of such shares, partnership interests or similar ownership interests.

(b) As of the Closing, no Affiliate of the Seller or Seller Parent (other than TAHM, NewCo2 and their respective Subsidiaries) shall be engaged in the conduct of the Business other than through the provision of services that will be made available to the Purchaser, Purchaser Parent or the Companies prior to and/or after Closing pursuant to the Brand Franchise Agreements, the Resource Sharing Agreement and the other Transaction Documents. As of the Closing Date, (i) except (x) as contemplated by the MEB Subject Hotel Management Agreement and the Cooperation and Pipeline Hotel Agreement and (y) in connection with the Retained Co-development Brand Hotel Contracts, the Acquired Business will be conducted by the MEB Group Entities, (ii) except for the Excluded Assets and the Transferred Subsidiaries, there will be no other corporations, partnerships, joint ventures, associations or other entities in which any Company or any Transferred Subsidiary owns, of record or beneficially, any direct or indirect equity or other interest; and (iii) no Company or any Transferred Subsidiary will be a member of (nor is any part of the Business conducted through) any partnership nor will any Company or any Transferred Subsidiary be a participant in any joint venture or similar arrangement.

(c) Each Transferred Subsidiary is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation and has all necessary power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its operations as is currently operated, except where such failure would not adversely affect the ability of the Transferred Subsidiary to conduct the Business in the manner contemplated by the Transaction Documents. Each Transferred Subsidiary is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary except where the failure to be qualified would not adversely affect the ability of the Transferred Subsidiary to conduct the Business in the manner contemplated by the Transaction Documents.

(d) All corporate actions taken by each Transferred Subsidiary in connection with the matters described in this Agreement have been duly authorized and no Transferred Subsidiary has taken any such corporate action that in any respect conflicts with, constitutes a default under or results in a violation of any provision of its certificate of incorporation or articles of association (or similar organizational documents). True and correct copies of the certificate of incorporation and articles of association (or similar organizational documents) of each Transferred Subsidiary have been delivered by the Seller to Purchaser Parent.

Section 3.04 Capitalization; Ownership.

(a) As of the Closing: (i) 788,457,390 ordinary shares in Ibis China Investment have been issued, all of which are validly issued and fully paid and were not issued in violation of any preemptive rights; and (ii) 440,917,685 ordinary shares in TAHM have been issued, all of which are validly issued and fully paid and were not issued in violation of any preemptive rights.

(b) Except as provided for in the Transaction Documents, there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares or securities of, or any other interest in, any of the Companies or obligating either the Seller or the relevant Company to issue or sell any shares or securities of, or any other interest in, any Company. Except as provided for in the Transaction Documents (including, without limitation pursuant to the Pre-Closing Restructuring), there are no outstanding contractual obligations of any Company to repurchase, redeem or otherwise acquire any ordinary shares or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. Upon consummation of the Pre-Closing Restructuring, all of the shares in the issued share capital of each Company shall be owned of record and beneficially by the Seller free and clear of all Encumbrances.

(c) All the issued and outstanding shares of or equity interest in each Transferred Subsidiary are validly issued, fully paid, non-assessable and, free of preemptive rights and as of the date of amendment and restatement of this Agreement, are owned by the Companies, as applicable, whether directly or indirectly, free and clear of all Encumbrances. The registered capital of each Transferred Subsidiary that is incorporated in the PRC has been fully paid and has not been withdrawn at any time, in whole or in part. There are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the shares or securities of, or other interest in, any Transferred Subsidiary or obligating the Seller, any Company or any Transferred Subsidiary to issue or sell any shares or securities of, or any other interest in, any Transferred Subsidiary. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any shares of or equity interest in any Transferred Subsidiary. Each Transferred Subsidiary that is incorporated in the PRC has made sufficient annual allocation to its statutory reserve fund in accordance with applicable Laws and has adopted proper accounting treatment with respect to such statutory reserve fund.

(d) The share or member register (or other similar governmental registration document) of each of Ibis China Investment, TAHM and each Transferred Subsidiary accurately records: (i) the name and address of each Person owning shares of or equity in such company, and (ii) the certificate number of each certificate evidencing shares or equity interest issued by such company, the number of shares or the amount of equity interest evidenced by each such certificate, the date of issuance thereof and, in the case of cancellation, the date of cancellation. Each of Ibis China Investment, TAHM and the Transferred Subsidiaries are directly or indirectly wholly owned by the Seller. The Seller has provided Purchaser Parent with a copy of the issued incorporation certificates issued by the PRC Ministry of Commerce in respect of each Transferred Subsidiary.

(e) Immediately prior to the Closing, (i) the Seller shall own ordinary shares in the capital of each Company, representing 100% of the issued outstanding share capital of each Company; and (ii) (A) Ibis China Investment shall, directly or indirectly, own 100% of the issued outstanding share capital of each ICI Transferred Subsidiary; (B) TAHM shall directly own 100% of the issued outstanding share capital of TAHM PRC; (C) NewCo1 shall, directly or indirectly, own 100% of the issued outstanding share capital of each NewCo1 Transferred Subsidiary; and (D) NewCo2 shall own 100% of the registered capital of AAPC Shanghai; all of which shares and equity interests referred to in the foregoing (i) and (ii) shall be (x) validly issued and fully paid and not have been issued or transferred in violation of any preemptive rights, and (y) owner of record and beneficially by the Seller and its Subsidiaries, whether directly or indirectly, free and clear of all Encumbrances.

(f) Upon the consummation of the transactions contemplated by this Agreement and the NewCo2 Subscription Agreement, immediately following the Closing, (i) the Purchaser will: (x) legally and beneficially own the Ibis China Investment Shares and the NewCo1 Shares representing 100% of the issued and outstanding share capital of Ibis China Investment and 100% of the issued outstanding share capital of NewCo1, and (y) legally and beneficially own 29.2853% of all issued and outstanding ordinary shares of NewCo2, in each case, on an as-converted and fully diluted basis, and free and clear of all Encumbrances; and (ii) the Target Shares will be fully paid and there will be no unpaid capital contributions outstanding with respect to any Company.

(g) As of the Closing Date, other than the Transaction Documents, there are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the shares in the issued share capital of the Companies.

Section 3.05 Hotels under Seller Brands.

(a) Schedule 1 hereto sets forth a true and complete list of all hotels within the Hotel Network under any Seller Brand in the Target Territories as of December 31, 2015. Other than as set forth in Schedule 1, the Seller and its Affiliates do not operate or manage, or license or franchise for operation or management, any hotel under any Seller Brand in any of the Target Territories.

(b) Other than the Seller ME Brands, the Seller and its Affiliates do not operate or manage, or license or franchise for operation or management, any hotel or hotel chain business targeted primarily at the Midscale and Economy Market under any hotel brand or name anywhere in the Target Territories, and have not entered any agreement to do so. Other than the Seller LU Brands, the Seller and its Affiliates do not operate or manage, or license or franchise for operation or management, any hotel or hotel chain business targeted primarily at the Luxury and Upscale Market under any hotel brand or name anywhere in the Target Territories, and have not entered any agreement to do so. Other than as set forth in Schedule 1 hereto, the Seller and its Affiliates do not operate or manage, or license or franchise for operation or management, any hotel or hotel chain business anywhere in the Target Territories, and have not entered any agreement to do so. Neither the Seller nor any of its Affiliates have entered into (i) any license agreement with any third party in relation to the operation or management of any hotel under any Seller ME Brand in the Target Territories, or (ii) any franchise agreement with any third party in relation to the operation or management of any hotel under any Seller LU Brand in the Target Territories.

(c) As of the Closing, the NewCo1 Entities, (i) collectively have the legal rights to use the Licensed Intellectual Property in respect of the MEB Business, (ii) are the lessees of the NewCo1 Leased Real Properties, holding valid or subsisting leasehold interests in relation thereto, (iii) hold all the Company Permits relevant to the MEB Business (except as it relates to the TAHM Entities and the TAHM Subject Hotel Agreements), (iv) own all the tangible personal property, including equipment, computers and other similar tangible items provided by Seller and its Affiliates to employees who will work in the MEB Business post-Closing (except as it relates to the TAHM Entities, the Excluded Assets, the TAHM Subject Hotel Agreements, the Retained Co-development Brand Hotel Contracts or the Managed Subject Hotel Agreements), and (v) are parties to, and conduct the MEB Business (except as it relates to the TAHM Entities, the Excluded Assets, the TAHM Subject Hotel Agreements, the Retained Co-development Brand Hotel Contracts or the Managed Subject Hotel Agreements) through, the MEB Management Contracts and MEB Franchise Agreements, as the case may be (together, the “MEB Assets”, which, for the avoidance of doubt, shall not include the corporate computer networks of the Seller and the Seller Affiliates). Other than the Company Owned Real Property and the Company Leased Real Property, the MEB Assets constitute all the assets and rights used by the Seller and its Subsidiaries in the operation of the MEB Business (except as it relates to the TAHM Entities, the Excluded Assets, the TAHM Subject Hotel Agreements, the Retained Co-development Brand Hotel Contracts or the Managed Subject Hotel Agreements).

(d) As of the Closing, the NewCo2 Entities (i) collectively have the legal rights to use the Licensed Intellectual Property in respect of the LUB Business, (ii) hold all the Company Permits relevant to the LUB Business, and (iii) are parties to, and conduct the LUB Business through, the LUB Management Contracts and LUB License Agreements (together, the “LUB Assets”). The LUB Assets constitute all the assets and rights used by the Seller and its Subsidiaries in the operation of the LUB Business. As of the Closing, the NewCo2 Entities (x) also hold (A) all of the Managed Subject Hotel Agreements, and (B) all the Company Permits relevant to the MEB Business (solely as it relates to the Retained Co-development Brand Hotel Contracts) and the business and activities contemplated by the Managed Subject Hotel Agreements, and (y) are parties to, and conduct (A) the MEB Business (solely as it relates to the Managed Subject Hotel Agreements and the Retained Co-development Brand Hotel Contracts) through the Managed Subject Hotel Agreements and the Retained Co-development Brand Hotel Contracts, and (B) the business and activities contemplated by the Managed Subject Hotel Agreements through, the Managed Subject Hotel Agreements.

(e) The Seller does not, directly or indirectly through any of its Subsidiaries, engage in any business in the Target Territories other than the Business.

(f) As of the Closing:

(i) all rooms of each hotel that constitutes Company Owned Real Property or Company Leased Real Property shall be fully operational, with all necessary functionality, decoration and supplies;

(ii) other than the TAHM Leased Real Property and the TAHM Subject Hotel Agreements, the NewCo1 Entities and the Ibis China Entities shall collectively (A) own all tangible and intangible assets (including without limitation, any personal property), fixed assets and facilities (including any fixtures and improvements made to or constructed) on the Company Owned Real Property and the Company Leased Real Property (other than the NewCo2 Leased Real Property), previously owned and used in respect of the Acquired Business by the Seller and its Affiliates (other than any assets which the Seller agrees to provide use of to the Purchaser at cost under the Resource Sharing Agreement), and (B) hold, and have the legal rights with respect to, all long-term deposits (including any deposit provided to a landlord of the Company Leased Real Property (other than the NewCo2 Leased Real Property) or a long-term service provider) and other long-term receivables, arising in the ordinary course of business (each as determined pursuant to Hong Kong GAAP, applying consistent principles, practices, methodologies, assumptions and policies as used in preparation of the Financial Statements) (the assets described in (A) and (B), together, the “Long-term Assets”); and

(iii) the inventory of all rooms of each hotel that constitutes Company Owned Real Property or Company Leased Real Property shall collectively be no less in number than that set forth in Part B of Schedule 1.

Section 3.06 Permits. With respect to each member of the Target Group, the Permits set forth in 3.06 of the Disclosure Schedule constitute all Permits that are necessary for it (a) to own, operate or lease the properties and assets owned, operated or leased by it, and (b) to conduct the Business as currently conducted under the applicable Laws (collectively, the “Company Permits”). Each of the Company Permits (x) has been obtained by each member of the Target Group, and (y) is valid, current and in full force and effect. No member of the Target Group has received (i) any written notice from any Governmental Authority alleging that it is in violation of any requirement under any Law with respect to any Company Permit, or (ii) any written notice of proceedings relating to the revocation or modification of any Company Permit. With respect to any Company Permits which are subject to periodic renewal, to the Seller’s Knowledge, there is no event or circumstance that would likely cause such requisite renewals not to be granted by the relevant Governmental Authorities.

Section 3.07 Corporate Books and Records. The minute books (or similar corporate records) of each of Ibis China Investment, TAHM and each of the Transferred Subsidiaries contain accurate records of all material meetings and material actions taken by its shareholders and board of directors.

Section 3.08 No Conflict. Assuming that all consents, approvals, authorizations and other actions described in Section 3.09 have been obtained and all filings and notifications listed in Section 3.09 of the Disclosure Schedule have been made and any applicable waiting period has expired or been terminated, except as may result from any facts or circumstances relating solely to the Purchaser or Purchaser Parent, the execution, delivery and performance by the Seller, Accor Guarantor or any Seller Affiliate of this Agreement and the other Transaction Documents to which the Seller, Accor Guarantor or any Seller Affiliate is a party, and the consummation of the transactions contemplated hereby or thereby, do not and will not (a) violate, conflict with or result in the breach of any provision of the certificate of incorporation or articles of association (or similar organizational documents) of the Seller, Accor Guarantor, any Seller Affiliate, any Company or any Transferred Subsidiary; (b) conflict with or violate any Law or Governmental Order applicable to the Seller, Accor Guarantor, any Seller Affiliate, any Company, any Transferred Subsidiary, or any of their respective assets, properties or businesses, except to the extent that such conflict or violation would not (i) adversely affect the ability of the Seller, Accor Guarantor or any Seller Affiliate to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the other Transaction Documents or (ii) adversely affect the ability of the Companies and the Target Group to conduct the Business; (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any contract, agreement or other arrangement to which the Seller, Accor Guarantor, any Seller Affiliate, any Company or any Transferred Subsidiary is a party except where such conflict, breach or default would not have a Material Adverse Effect; or (d) result in the creation of any Encumbrance on any of the Target Shares or any of the Assets pursuant to, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which any Company or any Transferred Subsidiary is a party or by which any of the Target Shares or any of such assets or properties is bound or affected.

Section 3.09 Governmental Consents and Approvals. Except as described in Section 3.09 of the Disclosure Schedule, the execution, delivery and performance by each of the Seller, Accor Guarantor and any Seller Affiliate of this Agreement and each Transaction Document to which it is a party do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority.

Section 3.10 Financial Information; Books and Records.

(a) True and complete copies of (i) the unaudited balance sheet dated December 31, 2015, and the audited accounts for each of the financial years ended as of December 31, 2014, December 31, 2013 and December 31, 2012 of Ibis China Investment, (ii) audited accounts for each of the Transferred Subsidiaries (other than TAHM PRC) for each of the financial years ended as of December 31, 2014, December 31, 2013 and December 31, 2012, and (iii) the unaudited balance sheet dated December 31, 2015 and the audited accounts for each of the financial years ended as of December 31, 2014, December 31, 2013 and December 31, 2012 of TAHM and TAHM PRC (collectively referred to herein as the “Financial Statements”) have been provided to the Purchaser. The Financial Statements (i) were prepared in accordance with the books of account and other financial records of Ibis China Investment, TAHM and each Transferred Subsidiary, (ii) present fairly in all material respects the financial condition of Ibis China Investment, TAHM and each Transferred Subsidiary, as of the date thereof, (iii) have been prepared in accordance with Hong Kong GAAP (with respect to Ibis China Investment and TAHM) or PRC GAAP (with respect to the Transferred Subsidiaries) applied on a basis consistent with the past practices (subject, in the case of all unaudited accounts in this Section 3.10(a), to normal year-end adjustments (which will not be material) and the absence of disclosures normally made in footnotes), and (iv) includes all adjustments (consisting only of normal recurring accruals) that are necessary for a fair presentation of the financial condition of Ibis China Investment, TAHM and each Transferred Subsidiary, as of the date thereof.

(b) The Financial Statements (i) reflect all material items of income and expense and all material assets and Liabilities required to be reflected therein in accordance with Hong Kong GAAP or PRC GAAP applied on a basis constituent with past practices of the Ibis China Investment, TAHM and each Transferred Subsidiary, and (ii) are in all material respects complete and correct, and do not contain or reflect any material inaccuracies or discrepancies.

Section 3.11 Absence of Undisclosed Liabilities. Except for any Liabilities or Indebtedness in relation to the Excluded Assets, for which the Seller indemnifies and holds harmless the Purchaser Indemnified Parties pursuant to Section 6.17(d):

(a) To the Seller’s Knowledge, there are no material Liabilities in respect of any MEB Group Entity of any kind, whether disclosed or undisclosed, matured or un-matured, accrued, absolute, contingent or otherwise, other than Liabilities (i) reflected or reserved against or disclosed in the Financial Statements, (ii) incurred since the Balance Sheet Date in the ordinary course of business, consistent with past practice, or (iii) incurred in connection with the execution and performance of this Agreement.

(b) As of the Closing, NewCo2 will not have any Liabilities of any kind, whether disclosed or undisclosed, matured or un-matured, accrued, absolute, contingent or otherwise, other than (i) obligations pursuant to the LUB Management Contracts, the LUB License Agreements, the Retained Co-development Brand Hotel Contracts, the Managed Subject Hotel Agreements, and each Transaction Document to which NewCo2 is party, (ii) Liabilities incurred since the Balance Sheet Date in the ordinary course of business and consistent with past practice in connection with the LUB Management Contracts, the LUB License Agreements, the Retained Co-development Brand Hotel Contracts and the Managed Subject Hotel Agreements (other than any Liabilities for breach thereof or default thereunder), or (iii) incurred in connection with the execution and performance of this Agreement or the Pre-Closing Restructuring.

(c) As of the Closing, AAPC Shanghai will not have any Liabilities or Indebtedness of any kind, whether disclosed or undisclosed, matured or un-matured, accrued, absolute, contingent or otherwise, other than (i) obligations pursuant to LUB Management Contract, the LUB License Agreements, the Retained Co-development Brand Hotel Contracts, the Managed Subject Hotel Agreements, and each Transaction Document to which AAPC Shanghai is party, (ii) reflected or reserved against or disclosed in the Financial Statements; (iii) Liabilities incurred since the Balance Sheet Date in the ordinary course of business and consistent with past practice in connection with the Retained Co-development Brand Hotel Contracts and the Managed Subject Hotel Agreements (other than any Liabilities for breach thereof or default thereunder); or (iv) incurred in connection with the execution and performance of this Agreement or the Pre-Closing Restructuring.

Section 3.12 Conduct in the Ordinary Course; Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date, except as set forth in Section 3.12 of the Disclosure Schedule and actions expressly provided herein in connection with the Pre-Closing Restructuring, the Business has been conducted in the ordinary course and consistent with past practice. As amplification and without limitation to the foregoing, since the Balance Sheet Date neither the Seller nor any Company or Transferred Subsidiary has, in connection with the Business:

(a) except in the ordinary course of business consistent with past practice, discharged or otherwise obtained the release of any Encumbrance related to the Business or paid or otherwise discharged any Liability related to the Business;

(b) permitted or allowed any of the Assets to be subjected to any Encumbrance, other than Permitted Encumbrances and Encumbrances that will be released at or prior to the Closing;

(c) made any change in any method of accounting or accounting practice or policy used by the Seller or any of its Subsidiaries, other than such changes required by Hong Kong GAAP or PRC GAAP, as applicable;

(d) except in the ordinary course of business, amended, terminated, cancelled or compromised any material claims, or waived any other material rights, in respect of any of the MEB Franchise Agreements, MEB Management Contracts, LUB Management Contracts, LUB License Agreements, Company Owned Real Property or Company Leased Real Property;

- (e) except in the ordinary course of business, sold, transferred, leased, subleased, licensed or otherwise disposed of any properties or assets, real, personal or mixed (including leasehold interests and intangible property);
- (f) issued or sold any shares, capital stock, notes, bonds or other securities, or any option, warrant or other right to acquire the same;
- (g) redeemed any of the capital stock or declared, made or paid any dividends or distributions (whether in cash, securities or other property);
- (h) merged with, entered into a consolidation with or acquired an interest of 5% or more in any Person or acquired a substantial portion of the assets or business of any Person or any division or line of business thereof, or otherwise acquired any material assets;
- (i) (i) except in the ordinary course of business, acquired, opened, renovated, commenced operating any hotel, or (ii) made any capital expenditure (or commitment for any capital expenditure that will not be paid or satisfied in full prior to the Closing) in excess of \$500,000 individually or \$5,000,000 in the aggregate;
- (j) entered into any contract or agreement which involves making any payment in excess of \$500,000;
- (k) made, revoked or changed any Tax election or method of Tax accounting or settled or compromised any liability with respect to Taxes;
- (l) incurred any Indebtedness, other than Indebtedness incurred in respect of Company Owned Real Property which will be repaid prior to the Closing;
- (m) made any loan to, guaranteed any Indebtedness of, or otherwise incurred any Indebtedness on behalf of, any Person, other than Indebtedness incurred in respect of Company Owned Real Property which will be repaid prior to the Closing;
- (n) failed to pay any creditor any material amount owed to such creditor when due;
- (o) except in the ordinary course of business, (i) granted any increase, or announced any increase, in the wages, salaries, compensation (including, without limitation, severance), bonuses (except for ordinary year-end bonuses), incentives, pension or other benefits payable to any Acquired Business Employee, in either case except as required by Law and involving ordinary increases consistent with the past practices;
- (p) except in the ordinary course of business, entered into any agreement, arrangement or transaction with any of its directors, officers, employees or stockholders (or with any relative, beneficiary, spouse or Affiliate of such Persons);

(q) except in the ordinary course of business, terminated, discontinued, closed or disposed of any hotel, any material facilities thereof, or any other business operation, or laid off any employees (other than layoffs of less than 50 employees in any six-month period in the ordinary course of business consistent with past practice);

(r) allowed any Permit that was issued or relates to the Business to lapse or terminate or failed to renew any insurance policy or any Permit that is scheduled to terminate or expire within 45 calendar days of the Closing;

(s) failed to maintain any Company Owned Real Property or Company Leased Real Property in operating condition, ordinary wear and tear excepted;

(t) suffered any casualty loss or damage with respect to any of the Assets which in the aggregate have a replacement cost of more than US\$250,000, whether or not such loss or damage shall have been covered by insurance;

(u) except in the ordinary course of business, amended, modified or consented to the termination of any Material Contract or any of their rights thereunder;

(v) amended or restated their certificate of incorporation or articles of association (or other organizational documents);

(w) (i) abandoned, sold, assigned, or granted any security interest in or to any of the Owned Intellectual Property or Licensed Intellectual Property;

(x) suffered any Material Adverse Effect; or

(y) entered into any agreement to take any of the actions specified in this Section 3.12, except as expressly contemplated by this Agreement and the other Transaction Documents.

Section 3.13 Litigation. There are no Actions by or against the Seller, any Company or any Transferred Subsidiary (or by or against the Seller or any of its Affiliates relating to the Business, any Company or any Transferred Subsidiary) affecting any of the Assets or the Business pending before any Governmental Authority (or threatened to be brought by or before any Governmental Authority), to Seller's Knowledge or of which the Seller or any of its Subsidiaries have received notice in writing. None of the Seller, any Company, any Transferred Subsidiary, or any Company Owned Real Property, Company Leased Real Property, or any Asset, is subject to any Governmental Order (nor are there any such Governmental Orders threatened to be imposed by any Governmental Authority or of which the Seller or any of its Subsidiaries has received notice in writing), which has or has had a Material Adverse Effect or could affect the legality, validity or enforceability of this Agreement, any Transaction Document or the consummation of the transactions contemplated hereby or thereby.

Section 3.14 Compliance with Laws.

(a) The Seller, the Companies and the Transferred Subsidiaries have each conducted the Business in accordance with all Laws and Governmental Orders applicable to each of them or the Assets in all material respects. For a period of three (3) years prior to the date of amendment and restatement of this Agreement, none of the Seller or any of its Subsidiaries has received written notice from any Governmental Authority alleging that it is in material violation of any Law or Governmental Order in relation to the conduct of the Business.

(b) All filings and registrations and other requisite formalities with Governmental Authorities required in respect of the Seller or any of its Subsidiaries and their operations have been duly completed in accordance with the applicable Laws in all material respects.

(c) None of (x) the Seller, the Companies or the Transferred Subsidiaries, nor (y) to the Seller's Knowledge, any of their respective directors, officers, employees, or other Persons acting on behalf of any of the foregoing, directly or indirectly, has (i) violated or is in violation of any applicable anti-corruption Law, including but not limited to the Foreign Corrupt Practices Act of 1977, as amended, and any rules and regulations thereunder, (ii) made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government or instrumentality thereof, any political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any Law or otherwise for the purpose of influencing any act or decision of such payee in his official capacity, inducing such payee to do or omit to do any act in violation of his lawful duty, securing any improper advantage or inducing such payee to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality ("Prohibited Payments"), or (iii) been subject to any investigation by any Governmental Authority with regard to any actual or alleged Prohibited Payment.

Section 3.15 Material Contracts.

(a) Section 3.15(a) of the Disclosure Schedule lists each of the following categories of contracts and agreements entered into by the Seller, any Company or the Transferred Subsidiaries which relates to the Business ("Material Contracts"), other than with respect to contracts or agreements of the nature described in paragraphs (i), (ii), (v), and (vii) to (x), those that will be terminated prior to the Closing:

(i) contracts or agreements which involves a consideration of \$500,000 or more in aggregate during the calendar year ended December 31, 2014, or is likely to involve a consideration of \$500,000 or more over the term of such contract, and which are for a term of one (1) year or longer and cannot be terminated by the Seller or its Affiliate by written notice;

(ii) all executory construction contracts and agreements to which any member of the Target Group is a party;

(iii) all the MEB Management Contracts and the LUB Management Contracts;

(iv) all the MEB Franchise Agreements, LUB License Agreements, and all other franchise agreements pursuant to which the Seller or any of its Affiliates grants a franchise to any Person (other than a member of the Target Group) in relation to the operation of any hotel or any other hotel business in the Target Territories;

(v) each Company IP Agreement;

(vi) each of the leases in respect of the Company Leased Real Property;

(vii) all contracts and agreements relating to Indebtedness of any Company or Transferred Subsidiary, other than Indebtedness incurred in respect of Company Owned Real Property which will be repaid prior to the Closing;

(viii) all contracts and agreements with any Governmental Authority to which any member of the Target Group is a party;

(ix) all contracts and agreements that limit the ability of any member of the Target Group to compete in any line of business or with any Person or in any geographic area or during any period of time; and

(x) all contracts and agreements between or among any member of the Target Group, on the one hand, and the Seller or any Seller Affiliate on the other hand.

For purposes of this Section 3.15, Section 3.17 and Section 6.04(d), the term “lease” shall include any and all leases, subleases, sale/leaseback agreements or similar arrangements.

(b) Each Material Contract: (i) is valid and binding on the Seller, Seller Affiliate, MEB Group Entity or LUB Group Entity party thereto and is in full force and effect, and to the Seller’s Knowledge is valid and binding on the other parties thereto, (ii) if required to be assigned as part of the Pre-Closing Restructuring, is freely and fully assignable to the Purchaser or a party designated by Purchaser Parent without penalty or other adverse consequences and (iii) subject to any requirement to obtain the relevant Third Party Consents, upon consummation of the transactions contemplated by this Agreement and the other Transaction Documents, shall continue in full force and effect without penalty or other adverse consequence. None of the Seller, any Company or Transferred Subsidiary is in breach of or default (with or without notice, lapse of time or both) under any material representation, covenant or obligation of any Material Contract.

(c) To the Seller’s Knowledge, no other party to any Material Contract is in breach thereof or default thereunder and no member of the Target Group has received any notice of termination, cancellation, breach or default under any Material Contract.

(d) The Seller has made available to Purchaser Parent true and complete copies of all Material Contracts.

(e) (i) All Material Contracts that are required by applicable Law to be filed with any Governmental Authority have been duly filed, and (ii) all fees and other amounts payable under the Third Party Hotel Agreements have been paid when due in full in accordance therewith.

(f) Other than as set forth in the Transaction Documents and in Schedule 11, there is no contract, agreement or other arrangement granting any Person any preferential right to purchase any of the Assets (other than in the ordinary course of business consistent with past practice) or any of the Target Shares.

(g) The Material Contracts constitute all of the material contracts that the Seller or its Subsidiaries are a party to and used by them in connection with the Business.

Section 3.16 Intellectual Property.

(a) Section 3.16 of the Disclosure Schedule sets forth a true and complete list of (i) all the Owned Intellectual Property, and (ii) all Licensed Intellectual Property, material to the Acquired Business. Except as set forth in Section 3.16 of the Disclosure Schedule, there are no items of Intellectual Property that are material to the ordinary day-to-day conduct of the Acquired Business.

(b) As of the Closing Date, other than as provided in the LUB Brand Franchise Agreement with respect to the Co-Development Brands, and in the MEB Subject Hotel Management Agreement, Purchaser Parent will, pursuant to the MEB Master Brand Agreement and each MEB Brand Franchise Agreement: (i) be the exclusive licensee of the entire right, title and interest in and to the Licensed Intellectual Property in connection with the MEB Business with respect to the Exclusive ME Brands in the PRC, Mongolia and Taiwan, and (ii) the non-exclusive licensee of the right, title and interest in and to the Licensed Intellectual Property in connection with the Co-Development Brands in the PRC, Mongolia and Taiwan; and (iii) have a valid license to use the Licensed Intellectual Property in connection with the MEB Business.

(c) As of the Closing Date, other than as provided in the MEB Brand Franchise Agreements with respect to the Co-Development Brands, and in the MEB Subject Hotel Management Agreement, NewCo2 will, pursuant to the LUB Brand Franchise Agreement: (i) be the exclusive licensee of the entire right, title and interest in and to such Licensed Intellectual Property in connection with the LUB Business in the Target Territories; (ii) be the exclusive licensee of the entire right, title and interest in and to such Licensed Intellectual Property in connection with the MEB Business in Hong Kong and Macau; (iii) be the non-exclusive licensee of the right, title and interest in and to the Licensed Intellectual Property in connection with the Co-Development Brands in the PRC, Mongolia and Taiwan; and (iv) have a valid license to use the Licensed Intellectual Property in connection with the businesses described in (i) to (iii) in the foregoing. As of the Closing Date, a Company or a Transferred Subsidiary is the exclusive owner of the entire right, title and interest in and to the Owned Intellectual Property.

(d) (i) Collectco is duly authorized to grant the right to use the Licensed Intellectual Property, as shall be granted to (x) Purchaser Parent or its Affiliates pursuant to the MEB Master Brand Agreement and each MEB Brand Franchise Agreement or (y) NewCo2 pursuant to the LUB Brand Franchise Agreement; (ii) Collectco has valid and sufficient right to use, license and disclose the Licensed Intellectual Property pursuant to the MEB Master Brand Agreement and each Brand Franchise Agreement; (iii) none of the Owned Intellectual Property or Licensed Intellectual Property, nor the conduct of the Business as currently conducted infringes upon or misappropriates the intellectual property rights of any third party; (iv) neither Seller Parent, its wholly owned Subsidiaries nor Collectco has previously granted any rights to any third party that are not consistent with the rights granted by Collectco pursuant to the MEB Master Brand Agreement or any Brand Franchise Agreement. To the Seller's Knowledge, no Person is engaging in any activity that infringes the Owned Intellectual Property.

(e) As of the Closing Date, Collectco has been granted a master franchise to operate, develop, establish and maintain hotels in the Target Territories using the Seller LU Brands and the Seller ME Brands and to grant franchises (including sub-franchises) to third parties, and is entitled thereunder to grant franchise rights (i) with respect to the Seller ME Brands to Purchaser Parent and its Affiliates, and (ii) with respect to the Co-development Brands and the Seller LU Brands to NewCo2 and its Subsidiaries.

(f) No Owned Intellectual Property is subject to any outstanding decree, order, injunction, judgment or ruling restricting the use of such Owned Intellectual Property or that would impair the validity or enforceability of such Owned Intellectual Property.

Section 3.17 Real Property.

(a) Section 3.17(a) of the Disclosure Schedule sets forth a true and complete list of: (i) the street address of each parcel of Company Owned Real Property, (ii) the date on which each parcel of Company Owned Real Property was acquired, (iii) the current owner of each parcel of Company Owned Real Property, (iv) information relating to the recordation of the deed pursuant to which each parcel of Company Owned Real Property was acquired, (v) the current use of each parcel of Company Owned Real Property, and (vi) the size of the facilities and the number of rooms of each hotel establishment located at each parcel of Company Owned Real Property.

(b) Notwithstanding anything in this Section 3.17 to the contrary, the Seller is making no representations or warranties with respect to the physical condition of the Real Property and the Purchaser is making this investment on an AS IS WHERE IS basis with respect to such matters.

(c) Section 3.17(c) of the Disclosure Schedule sets forth a true and complete list of: (i) the street address of each parcel of Company Leased Real Property, (ii) the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel of Company Leased Real Property, (iii) the terms (referencing applicable renewal periods) and rental payment amounts (including all escalations) pertaining to each such parcel of Company Leased Real Property, (iv) the current use of each such parcel of Company Leased Real Property, and (v) the size of the facilities and the number of rooms of each hotel establishment located at each parcel of Company Leased Real Property.

(d) As of the Closing, other than the Excluded Assets, the Company Leased Real Property constitutes all real property leased by the Target Group in the Target Territories. Other than the Excluded Assets, the Company Owned Real Property constitutes all of the real property in the Target Territories to which the Target Group has land use rights (or equivalent interest).

(e) (i) The ICI Transferred Subsidiaries have granted land use rights in respect of each Company Owned Real Property, free and clear of any Claims or Encumbrances; (ii) each of the ICI Transferred Subsidiaries shall have duly obtained a property ownership certificate and a land use right certificate in respect of each Company Owned Real Property, (iii) the land use right in respect of each Company Owned Real Property shall be of a nature that permits the use of such Company Owned Real Property for hotel operations, (iv) no MEB Group Entity shall have leased any parcel or portion of any such Company Owned Real Property to any other Person and no other Person shall have any rights to the use, occupancy or enjoyment thereof pursuant to any lease, license, occupancy or other agreement.

(f) (i) As of the Closing Date, the NewCo1 Entities and the TAHM Entities shall collectively have valid leasehold interests in all Company Leased Real Property (other than the NewCo2 Leased Real Property); (ii) to the Seller's Knowledge, the owner of each parcel of Company Leased Real Property shall have duly obtained a property ownership certificate and a land use right certificate in respect of such Company Leased Real Property, (iii) the land use right in respect of such Company Leased Real Property shall be of a nature that permits the lease of such Company Leased Real Property or the lease of such Company Leased Real Property for hotel operations, (iv) in the event that the lessor under any lease contract in respect any such Company Leased Real Property shall not be the owner of such Company Leased Real Property, to the Seller's Knowledge, such lessor shall not have failed to obtain authorization from the owner of such Company Leased Real Property, or otherwise shall have valid legal rights, to enter into the relevant lease contract, (v) with respect to each lease contract in respect of such Company Leased Real Property, (A) it shall be valid, binding and enforceable under applicable Law in accordance with its terms and be in full force and effect with respect to the parties thereto; (B) no event of default shall have occurred which (with or without notice or lapse of time) would constitute a default thereunder on the part of the relevant NewCo1 Entity, NewCo2 Entity or TAHM Entity; (C) no event of default shall have occurred which (with or without notice or lapse of time) would constitute a default thereunder on the part of any other party thereto; and (D) the leasehold interests in the Company Leased Real Property shall be free and clear of all Encumbrances; (vi) each lease contract in respect of such Company Leased Real Property shall have been duly registered with the proper Governmental Authority (if so required under applicable Law); (vii) no NewCo1 Entity, NewCo2 Entity or TAHM Entity shall have leased any parcel or any portion of any parcel of any such Company Leased Real Property to any other Person, nor shall any NewCo1 Entity, NewCo2 Entity or TAHM Entity have assigned its interest under any lease in respect of such Company Leased Real Property to any third party.

(g) The Seller has delivered to Purchaser Parent correct and complete copies of all leases relating to the Company Leased Real Property, including all amendments, modifications, supplements, exhibits, schedules, addenda and restatements thereto. With respect to each of such leases, except as otherwise set forth in Section 3.17(g) of the Disclosure Schedule, neither the Seller nor any of its Affiliates has exercised or given any notice of exercise of, nor has any lessor or landlord exercised or received any notice of exercise by a lessor or landlord of, any option, right of first offer or right of first refusal contained in any such lease or sublease, including any such option or right pertaining to purchase, expansion, renewal, extension or relocation.

(h) Except as set forth in Section 3.17(h) of the Disclosure Schedule, (i) the use of each Company Owned Real Property and Company Leased Real Property for hotel operations and other purposes for which it is presently being used by the Seller and Seller Affiliates is permitted under all applicable Laws, including applicable zoning Laws and applicable zoning plans of any Governmental Authority, and (ii) each Company Owned Real Property and Company Leased Real Property is in compliance in all material respects with all applicable Laws, including those pertaining to environmental impact, fire safety, food safety, siting and construction and licensing and permitting of occupancy and uses presently carried out on such property.

(i) Except as set forth in Section 3.17(i) of the Disclosure Schedule, to the Seller's Knowledge, (i) there is no existing or proposed plan that has been submitted for approval to the relevant Governmental Authority to modify or realign any street adjoining, or highway in the vicinity of, or any zoning Laws and zoning plans of any Governmental Authority applicable to, any of the Real Property, and (ii) there are no existing or proposed Eminent Domain Action that would affect any Company Owned Real Property or Company Leased Real Property or that would prevent or hinder the continued use of any Company Owned Real Property or Company Leased Real Property by any member of the Target Group as heretofore used in the conduct of the Business.

Section 3.18 Environmental Related Matters. Each member of the Target Group has been in compliance in all material respects with all applicable Environmental Laws and all related Permits. There are no Environmental Claims pending or threatened in writing against any member of the Target Group or any Company Owned Real Property or to the Seller's Knowledge, Company Leased Real Property, and to the Seller's Knowledge, there are no circumstances that can reasonably be expected to form the basis of any such Environmental Claim.

Section 3.19 Employee Benefit Matters. There are, and as of the Closing Date there will be, no compensation, benefit, fringe benefit and other plans, programs, arrangements or agreements (i) to which any Employer Entity is a party or (ii) that are maintained, contributed to or sponsored by any Employer Entity for the benefit of any current or former Acquired Business Employee (the "Plans").

Section 3.20 Labor Matters.

(a) Other than the Employer Entities, no MEB Group Entity has any employees or any Liabilities with respect to any former employees. No Employer Entity is a party to any collective bargaining agreement or other labor union contract applicable to Acquired Business Employees, and currently there are no organizational campaigns, petitions or other unionization activities seeking recognition of a collective bargaining unit which could affect any Employer Entity; (b) there are no controversies, strikes, slowdowns or work stoppages pending or, to the Seller's Knowledge, threatened between any Employer Entity and any of their respective employees, and no Employer Entity has experienced any such controversy, strike, slowdown or work stoppage within the past three years; (c) no Employer Entity has materially breached or otherwise failed to comply with the provisions of any collective bargaining or union contract, and there are no material grievances outstanding against any Employer Entity under any such agreement or contract; (d) there are no unfair labor practice complaints pending against any Employer Entity before any Governmental Authority or any current union representation questions involving employees of any Employer Entity; (e) each Employer Entity is materially in compliance with all applicable Laws relating to the employment of labor, including those related to wages, hours, collective bargaining and the payment and withholding of Taxes and other sums as required by the appropriate Governmental Authority and has withheld and paid to the appropriate Governmental Authority or is holding for payment not yet due to such Governmental Authority all amounts required to be withheld from Acquired Business Employees and is not liable for any arrears of wages, Taxes, penalties or other sums for failure to comply with any of the foregoing; (f) each Employer Entity has paid in full to all their respective employees or adequately accrued for in accordance with PRC GAAP, all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees; (g) there is no claim with respect to payment of wages, salary or overtime pay that has been asserted or is now pending or threatened before any Governmental Authority with respect to any Person who is or has been an Acquired Business Employee within the past three years; (h) no Employer Entity is a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Authority relating to employees or employment practices; (i) there is no charge or proceeding with respect to a violation of any occupational safety or health standard that has been asserted or is now pending or, to the Seller's Knowledge, threatened with respect to any Employer Entity; and (j) there is no charge of discrimination in employment or employment practices, for any reason, including age, gender, race, religion or other legally protected category, which has been asserted or is now pending or, to the Seller's Knowledge, threatened before any Governmental Authority in any jurisdiction in which any Employer Entity has employed or currently employs any Person. No Employer Entity has misclassified an Acquired Business Employee as a non-employee with respect to Tax withholding or provision of benefits.

Section 3.21 Certain Interests.

(a) To the Seller's Knowledge, no officer or director of the Seller or any of its Affiliates and no spouse who resides with, or is a dependent of, any such officer or director:

- (i) has any controlling interest in any competitor, supplier or customer of any member of the Target Group;
- (ii) owns, directly or indirectly, in whole or in part, or has any other interest in, any tangible or intangible property that any member of the Target Group uses or has used in the conduct of the Acquired Business or otherwise; or
- (iii) has outstanding any Indebtedness to any member of the Target Group.

(b) No member of the Target Group has any Liability of any nature whatsoever to any officer or director of any member of the Target Group or to any spouse who resides with, or is a dependent of, any such officer or director.

Section 3.22 Taxes. The parties agree that for the purposes of this Section 3.22, the defined term “Target Group” when used herein shall exclude the TAHM Entities.

(a) Except where the failure of such representation to be true would not have a Material Adverse Effect on the Target Group, (i) all Tax Returns required to be filed by or with respect to each member of the Target Group have been duly and timely filed (taking into account any applicable extension periods); (ii) all Taxes due and owing by all members of the Target Group have been duly and timely paid; (iii) all such Tax Returns are true, correct and complete in all material respects; (iv) there are no material claims, assessments, audits, examinations, requests for information or other proceedings pending or threatened in writing with respect to any Taxes of any member of the Target Group, and all Tax deficiencies assessed against members of the Target Group have been paid or finally settled with no remaining amounts owed or are being contested in good faith and for which appropriate reserves have established in accordance with Hong Kong GAAP or PRC GAAP (as applicable); (v) all material transactions between the Seller or any of its Affiliates and any other member of the Target Group and between any members of the Target Group, have been conducted on an arm’s-length basis; (vi) no member of the Target Group is a party to any agreement or arrangement providing for the allocation or sharing of Taxes, including any terminated agreement as to which any member of the Target Group could have any continuing liabilities, and after the Closing Date, no member of the Target Group will be bound by any such agreement or similar arrangement or have any liability thereunder for any amounts due in respect of periods prior to the Closing Date; (vii) there are no liens for Taxes on any assets of any member of the Target Group other than Permitted Encumbrances ; (viii) no member of the Target Group is doing business in or engaged in a trade or business in any jurisdiction in which it has not filed all required Tax Returns , and no notice or inquiry in writing has been received from a Taxing Authority in any jurisdiction in which Tax Returns have not been filed by any member of the Target Group to the effect that the filing of Tax Returns may be required ; and (ix) (A) no submissions made to any governmental entity in connection with obtaining Tax exemptions, Tax holidays, Tax deferrals, Tax incentives or other preferential Tax treatments that are currently in effect or Tax rebates contained any misstatement or omission that would have affected the granting of such Tax exemptions, preferential treatments or rebates; (B) no suspension, revocation or cancellation of any such Tax exemptions, preferential treatments or rebates is pending or, to the Seller’s best knowledge, threatened; and (C) the consummation of the transactions contemplated by this Agreement shall not have any adverse effect on the continued validity and effectiveness of any such Tax exemptions, Tax holidays, Tax incentives or other preferential Tax treatments of the members of the Target Group.

(b) (i) No member of the Target Group is or has ever been a member of a group of corporations with which it has filed (or been required to file) consolidated, combined or unitary Tax Returns; (ii) no member of the Target Group has any actual or potential liability as a result of being a member of a group of corporations that files consolidated, combined or unitary Tax Returns, by operation of law, as a transferee or successor, or pursuant to any contractual obligation, or otherwise for any Taxes of any Person (other than a member of the Target Group); and (iii) no member of the Target Group will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any transaction occurring prior to the Closing Date.

(c) Except where the failure of such representation to be true would not have a Material Adverse Effect on the Target Group, (i) there are no outstanding waivers or agreements extending the statute of limitations for any period with respect to any Tax to which any member of the Target Group may be subject; (ii) to the Seller's Knowledge, there are no proposed reassessments of any property owned by any member of the Target Group or other proposals that could increase the amount of any Tax to which any member of the Target Group would be subject; (iii) no power of attorney that is currently in force has been granted with respect to any matter relating to Taxes that could affect any member of the Target Group .

(d) The Seller has delivered to Purchaser Parent correct and complete copies of all federal, state and foreign income, franchise and similar Tax Returns, material examination reports, and material statements of deficiencies assessed or agreed to by any member of the Target Group since January 1, 2010.

Section 3.23 Related Party Transactions .

(a) Other than (x) the Transaction Documents and (y) as described in the Financial Statements and in Schedule 11; and (z) other than as entered into in the ordinary course of business consistent with past practice, there are no outstanding transactions relating to the Business which are either (i) between the Seller and any Seller Affiliate on the one hand and any Company or any Transferred Subsidiary on the other hand, or (ii) between any Subsidiary of the Seller on the one hand and the Seller or any Seller Affiliate on the other hand (in relation to the Business), and which will be assigned to any Company or any Transferred Subsidiary on or prior to the Closing, including any payments, loaned or borrowed funds, any commitment with respect to Indebtedness, any guarantee or other security arrangement related to Indebtedness, or any real property or credit arrangement (“ Related Party Transactions ”). All such transactions have been duly and validly authorized or ratified by all requisite corporate and other actions.

(b) Other than with respect to the Excluded Assets and as set forth in Schedule 11, as of the Closing, there is no Indebtedness owed by (i) the Seller or any Seller Affiliate to any member of the Target Group (other than the TAHM Entities), or (ii) any member of the Target Group (other than the TAHM Entities) to the Seller or any Seller Affiliate (other than the TAHM Entities). As of the TAHM Closing, there is no Indebtedness owed by (i) the Seller or any Seller Affiliate to any of the TAHM Entities, or (ii) any TAHM Entities to the Seller or any Seller Affiliate.

Section 3.24 Insurance . The Seller has provided Purchaser Parent with all currently effective insurance policies related to Company Owned Real Property and Company Leased Real Property.

Section 3.25 Certain Business Practices . None of (a) the Seller, the Companies or the Transferred Subsidiaries, or (b) to the Seller's Knowledge, any of their respective directors, officers, agents, representatives or employees (in their capacity as directors, officers, agents, representatives or employees) has, in relation to the Business: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) directly or indirectly, paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent, or other party acting on behalf of or under the auspices of a governmental official or Governmental Authority, in any country, which is in any manner illegal under any applicable Law; or (iii) made any payment to any customer or supplier of any of them or any officer, director, partner, employee or agent of any such customer or supplier for an unlawful reciprocal practice, or made any other unlawful payment or given any other unlawful consideration to any such customer or supplier or any such officer, director, partner, employee or agent, in respect of the Business.

Section 3.26 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the other Transaction Documents based upon arrangements made by or on behalf of the Seller.

Section 3.27 Purchaser Parent Due Diligence. Purchaser Parent has conducted due diligence on the Business, has been granted access to any information, documents and persons, and has had full opportunity to review material matters, related to the Companies and the Business. Purchaser Parent acknowledges that it does not rely on and has not been induced to enter into this Agreement on the basis of any warranties, representations, covenants, undertakings, indemnities or other statements whatsoever, other than those expressly set out in this Agreement, and acknowledges that neither the Seller nor its agents, officers and employees have given any such warranties, representations, covenants, undertakings, indemnities or other statement other than those set out in this Agreement. For the avoidance of doubt and notwithstanding anything herein to the contrary, the Seller has provided and discussed with Purchaser Parent materials and information including projections, plans and other forward looking statements but the Seller is making no representations (implied or explicit) as to the accuracy or completeness of any such documents or information conveyed in any medium. In no event will Purchaser Parent have any claims (pursuant to this Agreement or Law or otherwise) against the Seller for any matters covered by the preceding sentence.

Section 3.28 No Other Representations or Warranties. Except for the Seller's Warranties and the representations and warranties contained in each other Transaction Document, neither the Seller nor any other Person makes any express or implied representation or warranty on behalf of the Seller or with respect to the Seller, its Affiliates, the Target Shares or the transactions contemplated by the Transaction Documents.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER PARENT

As an inducement to the Seller to enter into this Agreement and the other Transaction Documents, the Purchaser Parent hereby represents and warrants to the Seller, as of the date of amendment and restatement of this Agreement, as follows:

Section 4.01 Organization and Authority of Purchaser Parent. Purchaser Parent is, and as of the Closing Date, the Purchaser shall be, a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation and has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Purchaser Parent and, as of the Closing Date, the Purchaser of this Agreement and the other Transaction Documents to which it is a party, the performance by it of its obligations hereunder and thereunder and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Purchaser Parent or, as of the Closing Date, the Purchaser, as the case may be. This Agreement has been, and upon their execution the other Transaction Documents to which Purchaser Parent is or, as of the Closing Date, the Purchaser shall be a party shall have been, duly executed and delivered by the Purchaser or Purchaser Parent, as the case may be, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and upon their execution the other Transaction Documents to which Purchaser Parent is or, as of the Closing Date, the Purchaser shall be a party shall constitute, its legal, valid and binding obligations enforceable against its in accordance with their respective terms.

Section 4.02 No Conflict. Assuming the making and obtaining of all filings, notifications, consents, approvals, authorizations and other actions referred to in Section 4.03, except as may result from any facts or circumstances relating solely to the Seller, the execution, delivery and performance by Purchaser Parent or, as of the Closing Date, the Purchaser of this Agreement and the other Transaction Documents to which it is or shall be a party do not and will not (a) violate, conflict with or result in the breach of any provision of the certificate of incorporation or articles of association (or similar organizational documents) of the Purchaser or Purchaser Parent, (b) conflict with or violate any Law or Governmental Order applicable to the Purchaser or Purchaser Parent, or (c) conflict with, or result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which Purchaser Parent is, or as of the Closing Date, the Purchaser shall be, a party, which would adversely affect the ability of the Purchaser or Purchaser Parent to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement or the other Transaction Documents.

Section 4.03 Governmental Consents and Approvals. The execution, delivery and performance by Purchaser Parent or, as of the Closing Date, the Purchaser of this Agreement and each Transaction Document to which it is or shall be a party do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to any Governmental Authority, except as described in a writing given to the Seller by Purchaser Parent on the date of the Original MPA. As of the date of the Original MPA, Purchaser Parent knows of no reason why all the consents, approvals and authorizations necessary for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents will not be received.

Section 4.04 Litigation. Except as set forth in a writing given to the Seller by Purchaser Parent on or prior to the date of the Original MPA, as of the date of the Original MPA, no Action by or against Purchaser Parent is pending or, to the best knowledge of Purchaser Parent after due inquiry, threatened, which could affect the legality, validity or enforceability of this Agreement, any Transaction Document or the consummation of the transactions contemplated hereby or thereby.

Section 4.05 No Other Representations or Warranties. Except for Purchaser Parent's and the Purchaser's representations and warranties contained in the Transaction Documents, neither Purchaser Parent, the Purchaser nor any other Person makes any express or implied representation or warranty on behalf of itself or with respect to Purchaser Parent, the Purchaser, any of their Affiliates, or the transactions contemplated by the Transaction Documents.

ARTICLE V

STRATEGIC COOPERATION

Section 5.01 Arrangement with respect to Third Party Hotel Agreements and Company Leased Real Property.

(a) The Seller shall, and shall cause its Affiliates to, take all steps necessary or desirable to ensure that (x) subject to the arrangements provided by the MEB Subject Hotel Management Agreement, the Cooperation and Pipeline Hotel Agreement and the Retained Co-development Brand Hotel Contracts, all MEB Franchise Agreements and MEB Management Contracts are assigned or transferred to the MEB Group Entities in accordance with the Pre-Closing Restructuring, (y) all LUB License Agreements and LUB Management Contracts are assigned or transferred to the LUB Group Entities in accordance with the Pre-Closing Restructuring, in each case, by and as of the Closing Date or the TAHM Closing Date, as the case may be, and (z) each lease in respect of the Company Leased Real Property (other than the TAHM Leased Real Property and the NewCo2 Leased Real Property) is assigned or transferred to NewCo1 PRC, in each case, by and as of the Closing Date. To the extent that any such assignment or transfer requires an agreement of novation by, or the consent, approval or waiver of, the counterparty to the relevant Third Party Hotel Agreement or lessor of Company Leased Real Property (each, a "Third Party Consent"), the Seller shall, and shall cause its Affiliates to, use all reasonable efforts to obtain any Third Party Consent prior to the Closing Date, or with respect to any Retained Co-development Brand Hotel Contracts prior to the Grace Period End Date. The Purchaser shall not be obligated to, and the Seller shall ensure that no MEB Group Entity or LUB Group Entity shall, enter into or agree to a Third Party Consent which would make the rights, benefits or obligations of the Purchaser or an MEB Group Entity or LUB Group Entity in respect of the relevant Third Party Hotel Agreement or lease of any Company Leased Real Property less favorable to the Purchaser or an MEB Group Entity or LUB Group Entity than those rights or benefits that were enjoyed by the relevant Affiliate of the Seller, or those obligations to which the relevant Affiliate of the Seller were subject, before the Third Party Consent. The Seller shall deliver any Third Party Consent to the Purchaser as soon as reasonably possible after its receipt.

(b) If for any reason any Third Party Consent has not been obtained by the Closing Date, then, subject to Section 5.01(c) and the terms of the MEB Subject Hotel Management Agreement and the Cooperation and Pipeline Hotel Agreement, thereafter and until it is obtained:

(i) the obligation of the Seller to use all reasonable efforts to obtain such Third Party Consent shall continue; provided that such obligation of the Seller shall continue only until the Grace Period End Date with respect to any the Retained Co-development Brand Hotel Contracts;

(ii) the transfer of the relevant Third Party Hotel Agreement or lease of Company Leased Real Property (to the extent that a Third Party Consent is required) shall not take effect and the Seller shall, and shall cause the relevant Seller Affiliate to, from the Closing hold it on trust for the relevant MEB Group Entity or LUB Group Entity specified in the Pre-Closing Restructuring (or another member of the Target Group reasonably designated by Purchaser Parent or the Purchaser) and account for and pay or deliver to such MEB Group Entity or LUB Group Entity (as soon as reasonably practicable after receipt) subject and pursuant to the terms of the Management Fee Agreement, the MEB Subject Hotel Management Agreement and the Cooperation and Pipeline Hotel Agreement, any moneys and other benefits which it receives after the Closing to the extent that they relate to such Third Party Hotel Agreement or Company Leased Real Property (it being understood and agreed that all payments required to be made pursuant to this Section 5.01(b)(ii) shall be made by wire transfer of immediately available funds to the bank account or accounts designated by Purchaser Parent or the Purchaser or of the relevant MEB Group Entity or LUB Group Entity receiving such payment, free and clear and without reduction for Tax or any other deductions except as set forth in the MEB Subject Hotel Management Agreement); provided that the provisions of this Section 5.01(b)(ii) shall not apply with respect to any Retained Co-development Brand Hotel Contracts that shall not have been assigned, novated or transferred to a NewCo1 Entity (or such other MEB Group Entity designated by Purchaser Parent or the Purchaser) on or prior to the Grace Period End Date; and

(iii) the Seller shall (x) authorize and permit such MEB Group Entity or LUB Group Entity specified in the Pre-Closing Restructuring (or another member of the Target Group reasonably designated by Purchaser Parent or the Purchaser) to perform (as sub-contractor or agent of the relevant Seller Affiliate) all the obligations of the relevant Seller Affiliate under such Third Party Hotel Agreement or lease to be discharged after the Closing, and (y) give such reasonable assistance as Purchaser Parent or the Purchaser may from time to time request, to enable such MEB Group Entity or LUB Group Entity to enforce its rights under such Third Party Hotel Agreement or lease; provided that the provisions of Section 5.01(b)(ii) and this Section 5.01(b)(iii) shall not apply with respect to any Retained Co-development Brand Hotel Contracts that shall not have been assigned, novated or transferred to a NewCo1 Entity (or such other MEB Group Entity designated by Purchaser Parent or the Purchaser) on or prior to the Grace Period End Date.

(c) The Seller shall, and shall cause its Affiliates to:

(i) take all steps necessary or desirable to ensure that all Retained Co-development Brand Hotel Contracts shall be (x) assigned, novated or transferred to a NewCo2 Entity with effect as of the Closing, and (y) maintained and performed by the NewCo2 Entities in accordance with the LUB Brand Franchise Agreement and the Cooperation and Pipeline Hotel Agreement following the Closing;

(ii) until the Grace Period End Date, use all commercially reasonable efforts to obtain all Third Party Consents required in connection with the assignment or transfer of any Retained Co-development Brand Hotel Contracts to the relevant NewCo1 Entity specified in the Pre-Closing Restructuring (or another MEB Group Entity designated by Purchaser Parent or the Purchaser) prior to the Grace Period End Date;

(iii) ensure that (A) all Managed Subject Hotel Agreements shall be (x) assigned, novated or transferred to a NewCo2 Entity with effect as of the Closing, and (y) maintained and performed by the NewCo2 Entities in accordance with such Managed Subject Hotel Agreements and the MEB Subject Hotel Management Agreement following the Closing; (B) all TAHM Subject Hotel Agreements shall be maintained and performed by TAHM PRC in accordance with such TAHM Subject Hotel Agreements and the MEB Subject Hotel Management Agreement following the Closing and prior to the TAHM Closing; and (C) all TAHM Subject Hotel Agreements in respect of which a Third Party Consent is refused prior to the TAHM Closing shall be (x) assigned, novated or transferred to a NewCo2 Entity with effect as of the TAHM Closing, and (y) maintained and performed by the NewCo2 Entities in accordance with such TAHM Subject Hotel Agreements and the MEB Subject Hotel Management Agreement following the TAHM Closing; and

(iv) use all commercially reasonable efforts to encourage owners to agree to assign or novate the Managed Subject Hotel Agreements and the TAHM Subject Hotel Agreements from Newco2 (or its Subsidiaries) to Newco1 (or its wholly owned Subsidiaries) in accordance with the MEB Subject Hotel Management Agreement.

(d) By no later than 60 Business Days after the Grace Period End Date, the Seller shall deliver to the Purchaser a schedule (the “Co-development Brand Allocation Schedule”) setting forth:

(i) a list of all of the Co-development Brand Hotel Contracts that shall have been assigned, novated or transferred to NewCo1 and/or its Subsidiaries prior to the Grace Period End Date;

(ii) a list of all of the Retained Co-development Brand Hotel Contracts held by NewCo2 and/or its Subsidiaries as of the Grace Period End Date; and

(iii) the Seller’s calculation of the Co-development Brand Allocation Ratio.

Any dispute with respect to the Co-development Brand Allocation Schedule and/or the determination of the Co-development Brand Allocation Ratio shall be resolved in accordance with the Cooperation and Pipeline Hotel Agreement, and any resolution as to the determination of the Co-development Brand Allocation Ratio shall be final, conclusive and binding on the Seller, the Purchaser and their respective Subsidiaries.

(e) Notwithstanding this Section 5.01, the parties agree that from and after the Closing, the rights and obligations of the parties and their Affiliates regarding the managing, operating and/or franchising of the hotels under the Managed Subject Hotel Agreements and the TAHM Subject Hotel Agreements shall be governed by the terms of the MEB Subject Hotel Management Agreement, and each party and their respective Affiliates will pursue all claims with respect to such matters pursuant to the MEB Subject Hotel Management Agreement and there shall be no liability under this Section 5.01 with respect to such matters.

Section 5.02 Interim Management Agreement. The Interim Management Agreement sets out (i) the process for identification and allocation of employees of the Seller and its Affiliates between the Target Group (other than the TAHM Entities) and the Seller and its Affiliates, following the Closing, and (ii) the allocation of the profits, losses, risks and benefits of the Business for the period following the Financial Cut-Off Date and prior to the Closing.

Section 5.03 Transaction Documents, Resource Sharing Agreement, Access to Relevant Personnel, Etc.

(a) The parties shall cooperate in good faith to negotiate the terms of and agree upon the form of the Closing Documents as soon as possible after the date of the Original MPA, and in any event by no later than the Closing.

(b) Without limiting the generality of the foregoing, the parties agree that the Seller shall, as soon as practicable after the date of the Original MPA, work together with Purchaser Parent and its Affiliates to identify the specific transition and/or regional and global support services that would be included in the Resource Sharing Agreement (other than the services contemplated by the MEB Master Brand Agreement and the Brand Franchise Agreements) and are required by Purchaser Parent or the Purchaser in connection with the transfer of the MEB Business following the Closing, and that Seller Affiliates shall provide such services at cost, as applicable, to Purchaser Parent and its Affiliates.

(c) The parties shall discuss in good faith and determine, as soon as practicable after the date of the Original MPA, an appropriate allocation of the assets (other than the MEB Assets and the Long-term Assets) currently used by the Target Group in connection with the Business. The Seller shall ensure that, subject to agreements with respect to Co-Development Brands and the MEB Subject Hotel Management Agreement and all other Transaction Documents, except for the Excluded Assets (which shall be dealt with in the manner set forth in Section 6.17 and Schedule 11) and subject to Section 5.01:

(i) as of the Closing, the MEB Group Entities shall (x) own and hold the MEB Assets, the Long-term Assets and any assets allocated to the MEB Group Entities (other than the TAHM Entities) pursuant to this Section 5.03(c), in each case, free and clear of all Encumbrances, (y) not have any account receivables, account payables or other commitments (other than those arising in the ordinary course of business), and (z) not be party to any contract or agreement with the Seller or any Seller Affiliate (other than the Transaction Documents) that cannot be cancelled or terminated by the MEB Group Entities at any time without penalty or further payment;

(ii) as of the Closing, the LUB Group Entities shall (x) own and hold the LUB Assets and any assets allocated to the LUB Group Entities pursuant to Section 5.01(c) and this Section 5.03(c), in each case, free and clear of all Encumbrances, (y) not have any account receivables, account payables or other commitments (other than those arising in the ordinary course of business), and (z) not be party to any contract or agreement with the Seller or any Seller Affiliate other than on arm's length terms; and

(iii) as of the TAHM Closing, the TAHM Entities shall (x) own and hold all MEB Assets, Long-term Assets and other assets owned by or allocated to them pursuant to Section 5.01(c) and this Section 5.03(c), in each case, free and clear of all Encumbrances, (y) not have any account receivables, account payables or other commitments (other than those arising in the ordinary course of business), and (z) not be party to any contract or agreement with the Seller or any Seller Affiliate (other than the Transaction Documents) that cannot be cancelled or terminated by the TAHM Entities at any time without penalty or further payment.

(d) In furtherance of the transactions contemplated by the MEB Master Brand Agreement and the Brand Franchise Agreements, the parties shall discuss and work together in good faith to agree on, as soon as practicable after the date of the Original MPA, (i) appropriate localization for the Target Territories of Accor brand standards for the Seller Brands licensed or franchised thereunder, and any resulting modifications to such brand standards applicable under the relevant Transaction Documents, including without limitation the operational standards applicable to hotels within the Hotel Network and the criteria to be applied in any project validation process, (ii) an alternative solution to simplify, combine or substitute certain of the audits required under the Brand Franchise Agreements and the applicable Accor brand standards be conducted with respect to hotels operated under the Seller Brands in the Target Territories, and (iii) the application of Accor visual identity (VI) standards in association with Huazhu elements (it being understood and agreed that, unless otherwise agreed to by the parties, (A) the provisions of the Distribution, Loyalty and E-Commerce Agreements, as applicable, shall, with respect to any matter provided therein, prevail in the event of any inconsistency with Accor standards, and (B) Purchaser Parent and its Affiliates shall comply with the current Accor brand standards as applicable under the relevant Brand Franchise Agreements, except to the extent that such standards have been modified in accordance with this Section 5.03(d)).

(e) Subject to the Resource Sharing Agreement, the Seller shall, and shall ensure the relevant Seller Affiliates shall, for a period commencing on the date of the Original MPA and ending on the first anniversary of the Closing Date, (i) afford Purchaser Parent and its Affiliates reasonable access, during normal business hours and for a reasonable period, to those officers, directors, employees and other personnel of the Seller and its Affiliates (the “Relevant Personnel”) who have been actively and directly participating in, or otherwise have specific knowledge relating to, the conduct of the MEB Business prior to the Closing, and (ii) cause the Relevant Personnel to provide such operational data and information concerning the MEB Assets and/or the conduct of the MEB Business, as may reasonably be requested by Purchaser Parent and its Affiliates.

(f) The Seller shall, by no later than January 15, 2015, provide Purchaser Parent with a schedule that sets forth a true and complete list of all hotels within the Accor MEB Network (as defined in the MEB Master Brand Agreement) that are not, as of the date of the Original MPA, in compliance with the brand audit participation requirements described under the heading “Brand Audit and Hygiene Audit” in Schedule 1 to the IBIS Brand Franchise Agreement.

(g) The Seller shall, by no later than twenty (20) Business Days after the Closing Date, provide to Purchaser Parent an updated schedule that sets forth a true and complete list of all hotels within the Hotel Network under any Seller Brand in any of the Target Territories as of the Closing Date, setting forth for each hotel such details as are included in Schedule 1.

Section 5.04 Franchisor Registration.

[Internationally deleted.]

Section 5.05 Requisite Permits. As soon as practicable after the date of the Original MPA and in any event by no later than two months after the Financial Cut-Off Date, the Seller shall (a) cause the Transferred Subsidiaries to obtain the Requisite Permits (to the extent not so obtained as of the date of the Original MPA), and (b) promptly provide Purchaser Parent and the Purchaser with documentary evidence thereof. If any Requisite Permits have not been obtained by such date the Seller shall continue to cause the Transferred Subsidiaries to obtain them (including assisting the Purchaser and its Affiliates post-Closing if necessary), and shall indemnify the Purchaser Indemnified Parties for any Losses resulting from the failure to obtain the Requisite Permits. For the avoidance of doubt and notwithstanding Section 8.02(a)(II), satisfaction of this Section 5.05 shall not be a condition to the Purchaser’s obligations to consummate the transactions contemplated by this Agreement.

Section 5.06 Real Estate Enterprise Registration. The Seller shall use all reasonable efforts to cause each ICI Transferred Subsidiary to complete the Foreign Invested Real Estate Enterprise Registration (外商投资房地产企业备案) with the competent Governmental Authorities as soon as practicable after the date of the Original MPA and in any event prior to the Closing, and provide Purchaser Parent and the Purchaser with documentary evidence thereof promptly after such registration.

Section 5.07 Arrangement with respect to Retained Hotels.

(a) If at any time during the term of a Retained Hotel Management Agreement, the relevant Retained Hotel is transferred or otherwise disposed of by any Seller Affiliate, and the transferee thereof does not, for any reason agree, to assume the obligations of the Seller or any Seller Affiliate under the Retained Hotel Management Agreement (or enter into a separate agreement on substantially the same terms) with respect to the management of the relevant Retained Hotel, the Seller shall, within thirty (30) days after the date of consummation of such transfer or disposal, pay or cause to be paid to the Purchaser, by wire transfer of immediately available funds to the bank account or accounts designated by the Purchaser, an amount (the “Hotel Termination Fee”) equal to the termination fee as provided in the Retained Hotels Commercial Terms.

(b) The parties acknowledge and agree that the Hotel Termination Fee is not a penalty, but constitutes liquidated damages in an amount that has been computed as a reasonable estimate of the anticipated harm which would be suffered and the value of the transactions to be consummated under the Retained Hotels Management Agreement, and the Seller further waives any defense that the Hotel Termination Fee provided for herein is invalid or unenforceable because such amount would be void as a penalty and not reasonably related to actual damages.

Section 5.08 Use of Doman Name. The parties agree to use the “accor-chinalodging.com” domain name in accordance with the terms and conditions set forth in the Name Use Agreement and the Domain Name License Agreement.

Section 5.09 Fire Safety Inspection and Appraisal. The Seller believes that it is fully compliant with all applicable Laws with respect to fire safety in connection with the conduct of the Business. The Purchaser believes that the following hotels require a Pre-opening Fire Safety Appraisal Report (由消防部门出具的同意酒店开业的《消防安全检查意见书》) (the “Fire Safety Permit”): Ibis Chengdu Yongfeng, Ibis Tianjin Teda, Ibis Ya’an, and Ibis Shanghai Lianyang (each, an “Affected Hotel”), and has requested that the Fire Safety Permit be obtained in respect of all the Affected Hotels. In the spirit of cooperation, the parties have agreed as follows:

(a) The Seller undertakes to, for a period of up to two (2) years following the Closing: (i) work with the Purchaser and the MEB Group Entities in connection with the application by the MEB Group Entities to the competent Governmental Authorities for the Fire Safety Permit; (ii) use all reasonable efforts to procure that the Fire Safety Permits are obtained (or a written confirmation by the competent Governmental Authorities that no such Fire Safety Permits are required) as soon as practicable following the Closing; and (iii) in the event of any Governmental Order requiring the closure or suspension of business of any Affected Hotel during such two-year period, indemnify and hold harmless the Purchaser Indemnified Parties for and against all Losses arising in connection with such closure or suspension up to, in respect of each Affected Hotel, a maximum amount equal to 1/12 of the annual earnings before interest, taxes and amortization of such Affected Hotel (as reflected in the audited financial statements of the relevant MEB Group Entity) for the year ended as of December 31, 2015 (it being understood and agreed that the indemnity provided under this sub-clause (iii) shall cease to be in effect with respect to an Affected Hotel for which a Fire Safety Permit has been obtained or a written confirmation referred to in sub-clause (ii) has been received).

(b) Without limiting the generality of the foregoing, the Seller shall (i) pay for all costs and expenses arising in connection with the application of the Fire Safety Permits, and (ii) at its own cost, (x) manage and complete such application process to the extent practicable, and (y) provide such assistance, guidance and support as may be reasonably requested by the Purchaser or its Subsidiaries in connection therewith.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.01 Conduct of Business Prior to the Closing. Subject to the matters included in the Pre-Closing Restructuring and the Interim Management Agreement and as set forth in the Disclosure Schedule:

(a) The Seller covenants and agrees that, between the date of the Original MPA and the time of the Closing and except as pursuant to any instructions, consent, waiver or approval of Purchaser Parent or the Purchaser, no member of the Target Group shall conduct the Acquired Business other than in the ordinary course and consistent with prior practice of such member of the Target Group. Without limiting the generality of the foregoing and except for any actions taken as part of the Pre-Closing Restructuring, the Seller shall cause each member of the Target Group to (i) continue their advertising and promotional activities, and pricing and purchasing policies, in accordance with past practice; (ii) not shorten or lengthen the customary payment cycles for any of their payables or receivables; (iii) use their reasonable best efforts to (A) preserve intact their business organizations and the business organization of the Acquired Business, (B) keep available to the Purchaser the services of the employees of each member of the Target Group as provided in Section 5, (C) continue in full force and effect without material modification all existing policies or binders of insurance currently maintained in respect of each member of the Target Group and the Business, and (D) preserve their current relationships with their customers, suppliers and other persons with which they have had significant business relationships; (iv) exercise, but only after notice to Purchaser Parent or the Purchaser and receipt of Purchaser Parent's or the Purchaser's prior written approval, any rights of renewal pursuant to the terms of any of the leases or subleases set forth in Section 3.17 of the Disclosure Schedule which by their terms would otherwise expire; and (v) not engage in any practice, take any action, fail to take any action or enter into any transaction which would reasonably be likely to cause any representation or warranty of the Seller to be untrue or result in a breach of any covenant made by the Seller in this Agreement.

(b) Except as described in Section 6.01(b) of the Disclosure Schedule, the Pre-Closing Restructuring or as set forth in Schedule 11, the Seller covenants and agrees that, between the date of the Original MPA and the time of the Closing, without the prior written consent of Purchaser Parent or the Purchaser, no member of the Target Group will intentionally do any of the things specified in the second sentence of Section 3.12.

(c) The Seller shall not, between the date of the Original MPA and the time of the Closing, without the prior written consent of Purchaser Parent or the Purchaser, terminate the Management Agreement (as defined in the IBIS Brand Franchise Agreement or any other MEB Brand Franchise Agreement) of any of the hotels described in Section 5.03(g) herein due to failure of such hotel to comply with brand audit participation requirements (and not due to any other failure to comply with any other applicable requirements).

Section 6.02 Access to Information.

(a) From the date of the Original MPA until the Closing, upon reasonable notice, the Seller shall cause its officers, directors, employees, agents, representatives, accountants and counsel, and shall cause each member of the Target Group and each of their respective officers, directors, employees, agents, representatives, accountants and counsel to: (i) afford the officers, employees, agents, accountants, counsel, financing sources and representatives of Purchaser Parent and the Purchaser reasonable access, during normal business hours, to the offices, properties, plants, other facilities, books and records of the Seller (limited to information related to the Acquired Business) and each other member of the Target Group, and to those officers, directors, employees, agents, accountants and counsel of the Seller and each other member of the Target Group who have any knowledge relating to any member of the Target Group or the Acquired Business and (ii) furnish to the officers, employees, agents, accountants, counsel, financing sources and representatives of Purchaser Parent and the Purchaser such additional financial and operating data and other information regarding the assets, properties, liabilities and goodwill of member of the Target Group or the Business (or legible copies thereof) as Purchaser Parent or the Purchaser may from time to time reasonably request.

(b) In order to facilitate the resolution of any claims made against or incurred by the Seller prior to the Closing, for a period of seven years after the Closing, the Purchaser shall (i) retain the books and records relating to the Business and each member of the Target Group relating to periods prior to the Closing in a manner reasonably consistent with the prior practice of such member of the Target Group and (ii) upon reasonable notice, afford the officers, employees, agents and representatives of the Seller reasonable access (including the right to make, at the Seller's expense, photocopies), during normal business hours, to such books and records.

(c) In order to facilitate the resolution of any claims made by or against or incurred by the Purchaser or any member of the Target Group after the Closing or for any other reasonable purpose, for a period of seven years following the Closing, the Seller shall (i) retain the books and records of the Seller which relate to the Business, any member of the Target Group or their operations for periods prior to the Closing and which shall not otherwise have been delivered to the Purchaser, and (ii) upon reasonable notice, afford the officers, employees, agents and representatives of the Purchaser reasonable access (including the right to make photocopies, at the expense of the Purchaser), during normal business hours, to such books and records.

Section 6.03 Confidentiality. Each of Accor Guarantor, the Seller, Purchaser and Purchaser Parent agrees to, and shall cause its agents, representatives, Affiliates, employees, officers and directors to: (a) treat and hold as confidential (and not disclose or provide access to any Person to) all information relating to the transactions contemplated by this Agreement, or the terms or conditions or any other facts relating hereto, including, without limitation, the existence of the Transaction Documents, the terms and conditions thereof and the transactions contemplated thereby, (b) in the event that Accor Guarantor, the Seller or any such agent, representative, Affiliate, employee, officer or director becomes legally compelled to disclose any such information, provide Purchaser Parent with prompt written notice of such requirement so that Purchaser Parent, the Purchaser or a member of the Target Group may seek a protective order or other remedy or waive compliance with this Section 6.03, and (c) in the event that such protective order or other remedy is not obtained, or Purchaser Parent waives compliance with this Section 6.03, furnish only that portion of such confidential information which is legally required to be provided and exercise its best efforts to obtain assurances that confidential treatment will be accorded such information; provided, however, that this sentence shall not apply to any information that, (x) is required to be disclosed pursuant to any Law or Government Order, or (y) at the time of disclosure, is available publicly and was not disclosed in breach of this Agreement by Accor Guarantor, the Seller, or their respective agents, representatives, Affiliates, employees, officers or directors. The terms of this Section 6.03 shall survive termination of this Agreement for any reason.

Section 6.04 Regulatory and Other Authorizations; Notices and Consents.

(a) The Seller shall, and shall cause each other member of the Target Group to use its reasonable efforts to obtain all authorizations, consents, orders and approvals of all Governmental Authorities and officials that may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement (including the Pre-Closing Restructuring) and the other Transaction Documents to which it is a party, and will cooperate fully with Purchaser Parent and the Purchaser in promptly seeking to obtain all such authorizations, consents, orders and approvals. Each party hereto agrees to make an appropriate filing, if necessary, pursuant to any antitrust Law with respect to the transactions contemplated by this Agreement as promptly as practicable after the date of the Original MPA and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to any applicable antitrust Law.

(b) The Seller shall, or shall cause each other member of the Target Group to, give promptly such notices to third parties and use its or their reasonable efforts to obtain such third party consents and estoppel certificates as Purchaser Parent or the Purchaser may in its reasonable discretion deem necessary in connection with the transactions contemplated by this Agreement; provided, however, that the Seller shall have no obligation to give any guarantee or other consideration of any nature in connection with any such notice, consent or estoppel certificate or to consent to any change in the terms of any agreement or arrangement which the Seller in its reasonable discretion may deem adverse to the interests of the Seller, any of its Affiliates or any member of the Target Group or the Acquired Business.

(c) Subject to the arrangements provided under (i) Section 5.01 with respect to the Co-Development Brand Hotel Contracts and (ii) the MEB Subject Hotel Management Agreement, Purchaser Parent shall (and shall ensure that the Purchaser shall) cooperate to assist the Seller in giving such notices and obtaining such consents and estoppel certificates; provided, however, that neither Purchaser Parent nor the Purchaser shall have any obligation to give any guarantee or other consideration of any nature in connection with any such notice, consent or estoppel certificate or to consent to any change in the terms of any agreement or arrangement which Purchaser Parent or the Purchaser in its reasonable discretion may deem adverse to the interests of any member of the Target Group or the Acquired Business.

(d) Subject to the arrangements provided under Section 5.01 and the MEB Subject Hotel Management Agreement, the parties agree that, in the event that any consent, approval or authorization necessary for the Acquired Business or each other member of the Target Group, any right or benefit under any lease, license, contract, commitment or other agreement or arrangement to which each other member of the Target Group is a party is not obtained prior to the Closing, the Seller will, subsequent to the Closing, cooperate with the Purchaser and each member of the Target Group in attempting to obtain such consent, approval or authorization as promptly thereafter as practicable in accordance with the provisions of this Agreement and the MEB Subject Hotel Management Agreement. If such consent, approval or authorization cannot be obtained, the Seller shall use commercially reasonable efforts to provide the Purchaser or the relevant member of the Target Group, as the case may be, with the rights and benefits of the affected lease, license, contract, commitment or other agreement or arrangement for the term of such lease, license, contract or other agreement or arrangement, and, if the Seller provides such rights and benefits, the relevant member of the Target Group shall assume the obligations and burdens thereunder. The parties agree that by way of the Seller or its Affiliates entering into the MEB Subject Hotel Management Agreement and the Cooperation and Pipeline Hotel Agreement, the Seller has fulfilled its obligations to provide the Purchaser or the relevant member of the Target Group, as the case may be, with the rights and benefits of the MEB Franchise Agreements and the MEB Management Contracts covered thereunder.

Section 6.05 Subsequent Disclosed Events.

(a) The Seller shall notify Purchaser Parent and the Purchaser by way of disclosures in the Disclosure Schedule of (i) all events, circumstances, facts and occurrences arising subsequent to the date of the Original MPA which could result in any breach of a representation or warranty of the Seller under this Agreement or the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement, or which could have the effect of making any representation or warranty of the Seller under this Agreement or the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement untrue or incorrect in any respect and (ii) all other material developments arising subsequent to the date of the Original MPA affecting the assets, Liabilities, business, financial condition, operations, results of operations, customer or supplier relations, employee relations, projections or prospects of any member of the Target Group. The parties agree and acknowledge that notwithstanding anything herein to the contrary, any disclosure contained in the Disclosure Schedule in respect of any event, occurrence, fact, condition, change, effect, circumstance arising prior to the date of the Original MPA, but which was not included in the Original Disclosure Schedule, shall not have the effect of qualifying the Seller's representations and warranties contained in Article III of the Original MPA or the Seller's Warranties under this Agreement (except for disclosures that are responsive to representations or matters that were not represented in the Original MPA, including without limitation disclosures related to AAPC Shanghai and the TAHM Entities).

(b) Prior to the TAHM Closing, the Seller shall promptly notify Purchaser Parent and the Purchaser in writing of any event, circumstance, fact or occurrence arising after the Closing, which (i) is not within the control of the Seller or its Affiliates and (ii) could result in any breach of a representation or warranty of the Seller in the TAHM Share Purchase Agreement, or could have the effect of making any representation or warranty of the Seller in the TAHM Share Purchase Agreement untrue or incorrect in any respect.

Section 6.06 Anti-Sandbagging.

(a) If, before the Closing, Purchaser Parent or the Purchaser receives a notice from the Seller under Section 6.05(a), or Purchaser Parent or the Purchaser identifies that any of the Seller's Warranties is untrue, inaccurate or misleading, and the matters described in such notice or such untrue, inaccurate or misleading warranties (without giving effect to any materiality thresholds in such warranties) gives rise to a Material Adverse Effect, then Purchaser Parent or the Purchaser may, by written notice to the Seller, terminate this Agreement, the TAHM Share Purchase Agreement and NewCo2 Subscription Agreement without prejudice to any other remedy available to it. If this Agreement is so terminated then the provisions of Article X shall apply. If Purchaser Parent and the Purchaser elect not to terminate this Agreement, the TAHM Share Purchase Agreement and NewCo2 Subscription Agreement, then, from and after the Closing and notwithstanding Section 9.02(a) (but without prejudice to any other provisions of this Agreement), neither Purchaser Parent nor the Purchaser shall have any claim against the Seller for breach of any of the Seller's representations and warranties contained in Article III of the Original MPA or the Seller's Warranties under this Agreement with respect to the disclosed fact, matter or circumstance that caused such representation or warranty to be untrue, inaccurate or misleading, unless the Seller has failed to fully and fairly disclose any matters in the Disclosure Schedule or the Original Disclosure Schedule.

Section 6.07 Restructuring. The Seller shall, and shall cause its Affiliates to, use reasonable efforts to complete the Pre-Closing Restructuring promptly and shall ensure that each of the actions set forth in Schedule 4 (as updated) has been completed (in each case, in form and substance reasonably acceptable to Purchaser Parent). The Seller shall, and shall cause its Affiliates, (i) to use reasonable efforts to effect promptly the Pre-Closing Restructuring in accordance with the terms and subject to the conditions set forth in Schedule 4, (ii) to keep Purchaser Parent fully and promptly informed as to all material aspects of the Pre-Closing Restructuring, (iii) to permit Purchaser Parent to participate fully in the implementation of the Pre-Closing Restructuring, (iv) to provide Purchaser Parent with all material information relating to the Pre-Closing Restructuring, and such other information as such other party may request, and (v) with respect to any member of the Target Group, not to enter into any agreement or arrangement in connection with the Pre-Closing Restructuring except for the Pre-Closing Restructuring Agreements that have been agreed to by, and in each case, in such form and substance reasonably acceptable to, Purchaser Parent, or to amend, modify or terminate any such Pre-Closing Restructuring Agreement, without the prior written consent of Purchaser Parent.

Section 6.08 Renovation and Refurbishment of Company Owned Real Property. The Seller shall ensure that the relevant ICI Transferred Subsidiary shall have completed the renovation and expansion of the hotel facilities specified in Schedule 7 in the manner specified therein by no later than the Closing Date.

Section 6.09 Release of Indemnity Obligations. The Seller covenants and agrees, on or prior to the Closing, to execute and deliver to the Purchaser, for the benefit of the Companies (other than TAHM) and the Transferred Subsidiaries (other than TAHM PRC), a general release and discharge, in the form of Exhibit A, releasing and discharging the Companies (other than TAHM) and the Transferred Subsidiaries (other than TAHM PRC) from any and all obligations to indemnify the Seller or any Seller Affiliate or otherwise hold it or any Seller Affiliate harmless pursuant to any agreement or other arrangement entered into prior to the Closing.

Section 6.10 Intercompany Arrangements. Prior to the Closing, the Seller shall cause any contract or arrangement that is disclosed (or should have been disclosed) in Section 3.15(a)(x) of the Disclosure Schedule (other than (i) those contracts or arrangements set forth in Section 6.10 of the Disclosure Schedule, (ii) the contracts and arrangements at the TAHM Entities which shall be terminated as of the TAHM Closing; (iii) the Excluded Assets; and (iv) matters addressed by Schedule 11) to be terminated or otherwise amended to exclude the Companies and the Transferred Subsidiaries as parties thereto.

Section 6.11 Payments on Behalf of Affiliates. Payments made or received by the Purchaser pursuant to Article II, Article VII or Article IX hereof shall, in appropriate circumstances, be made on behalf of, or received in trust for the benefit of, the relevant Affiliate of the Purchaser. The Purchaser may direct in writing any such payment to be made by or to the appropriate Affiliate, and the Seller shall comply with any such direction (and the Purchaser shall provide an acknowledgement of the discharge by the Seller of such amount owed to the Purchaser) received at least two Business Days prior to the date such payment is due. Such payment by the Seller shall constitute a proper discharge of obligations owed by it to the Purchaser.

Section 6.12 Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the Transaction Documents to which it is a party and consummate and make effective the transactions contemplated hereby and thereby.

Section 6.13 Guarantee and Undertaking by Accor Guarantor.

(a) Accor Guarantor hereby absolutely, irrevocably and unconditionally (i) undertakes to cause the Seller and its Affiliates to, observe and perform all of the financial obligations of the Seller and any of the relevant Affiliates of the Seller under the Transaction Documents to which the Seller or its Affiliate is a party (the "Seller's Guaranteed Obligations"); (ii) undertakes not to, and shall ensure that none of the Seller and Seller's Affiliates shall, take any action or omit to take any action that would result in any breach or violation of any of the Seller's Guaranteed Obligations or any of the covenants, agreements or obligations of the Seller and its Affiliates set forth in the Transaction Documents; and (iii) undertakes not to, and shall ensure that none of the Seller and Seller's Affiliates shall, take any action or do or cause anything to be done (A) that would result in any breach or violation by the Seller and Seller's Affiliates of the Seller's Guaranteed Obligations or (B) so as to avoid or seek to avoid the observance or performance of any of the Seller's Guaranteed Obligations.

(b) The Accor Guarantor shall, and shall cause the Seller's Affiliates to, take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable (including exercising all rights and powers of control over the affairs of any other Person which it is able to exercise, directly or indirectly) to perform, and ensure the performance by the Seller or the Seller's Affiliates (as applicable) of, the Seller's Guaranteed Obligations.

(c) To induce Purchaser Parent to enter into this Agreement and the other Transaction Documents to which it is a party, the Accor Guarantor hereby irrevocably and unconditionally agrees (as primary obligor and not only as surety) (i) that promptly on Purchaser Parent's demand it will pay to the Purchaser or any of its Affiliates any and all sums of money which the Seller or any of its Affiliates is at any time liable, or expressed to be liable, to pay to the Purchaser or any of its Affiliates under or pursuant to any or all of the Transaction Documents; and (ii) to indemnify and hold harmless the Purchaser and its Affiliates on demand from and against any loss incurred by the Purchaser or any of its Affiliates as a result of the obligations of or expressed to be assumed by the Seller or any of its Affiliates under or pursuant to the Transaction Documents being or becoming void, unenforceable or ineffective as against the Seller or any of its Affiliates for any reason whatsoever (whether or not known to Purchaser Parent or any other Person), the amount of such loss being the amount which the Purchaser or its Affiliate would have been entitled to recover from the Seller or its Affiliate.

Section 6.14 Guarantee and Undertaking by Purchaser Parent.

(a) Purchaser Parent hereby absolutely, irrevocably and unconditionally (i) undertakes to cause the Purchaser and its Affiliates to, observe and perform all financial obligations of the Purchaser and any of the relevant Affiliates of the Purchaser under the Transaction Documents to which the Purchaser or its Affiliate is a party (the "Purchaser's Guaranteed Obligations"); (ii) undertakes not to, and shall ensure that none of the Purchaser and Purchaser's Affiliates shall, take any action or omit to take any action that would result in any breach or violation of any of the Purchaser's Guaranteed Obligations or any of the covenants, agreements or obligations of the Purchaser and its Affiliates set forth in the Transaction Documents; and (iii) undertakes not to, and shall ensure that none of the Purchaser and Purchaser's Affiliates shall, take any action or do or cause anything to be done (A) that would result in any breach or violation by the Purchaser and Purchaser's Affiliates of the Purchaser's Guaranteed Obligations or (B) so as to avoid or seek to avoid the observance or performance of any of the Purchaser's Guaranteed Obligations.

(b) Purchaser Parent shall, and shall cause the Purchaser and the Purchaser's Affiliates to, take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable (including exercising all rights and powers of control over the affairs of any other Person which it is able to exercise, directly or indirectly) to perform, and ensure the performance by the Purchaser or the Purchaser's Affiliates (as applicable) of, the Purchaser's Guaranteed Obligations.

(c) To induce the Seller to enter into this Agreement and the other Transaction Documents to which it is a party, Purchaser Parent hereby irrevocably and unconditionally agrees (as primary obligor and not only as surety) (i) that promptly on the Seller's demand it will pay to the Seller or any of its Affiliates any and all sums of money which the Purchaser or any of its Affiliates is at any time liable, or expressed to be liable, to pay in cash to the Seller or any of its Affiliates under or pursuant to any or all of the Transaction Documents; and (ii) to indemnify and hold harmless the Seller and its Affiliates on demand from and against any loss incurred by the Seller or any of its Affiliates as a result of the obligations of or expressed to be assumed by the Purchaser or any of its Affiliates under or pursuant to the Transaction Documents being or becoming void, unenforceable or ineffective as against the Purchaser or any of its Affiliates for any reason whatsoever (whether or not known to the Seller or any other Person), the amount of such loss being the amount which the Seller or its Affiliate would have been entitled to recover from the Purchaser or its Affiliate.

Section 6.15 No Set-Off. Purchaser Parent and the Purchaser shall not be entitled to set off any amounts owed by it to the Seller or any Affiliate of the Seller under this Agreement against any amount owed by the Seller or any Affiliate of the Seller to Purchaser Parent or the Purchaser under any other Transaction Document. The Seller shall not be entitled to set off any amounts owed by it to Purchaser Parent or the Purchaser under this Agreement against any amount owed by Purchaser Parent or the Purchaser to the Seller under any other Transaction Document.

Section 6.16 Uncontrollable Event. Notwithstanding anything herein to the contrary, upon the occurrence of a casualty, condemnation or any other event, occurrence, fact, condition, change, effect, or circumstance that is not within the control of the Seller or its Affiliates (“Uncontrollable Event”) that results in the failure of the Seller to be able to comply with (x) Section 3.05(f)(i), Section 3.05 (f)(iii) or Section 6.08 with respect to any Company Owned Real Property or any Company Leased Real Property prior to Closing, or (y) Section 3.05(c) of the TAHM Share Purchase Agreement with respect to any TAHM Leased Real Property prior to the TAHM Closing (in each case, assuming satisfaction or waiver of all other conditions to the Closing or the TAHM Closing, as applicable) (the provisions of this Agreement and the TAHM Share Purchase Agreement described in (x) or (y) shall be referred to the “Relevant Provisions”, and any real property that is the subject of (x) or (y) shall be referred to as the “Affected Property”), the parties shall proceed to the Closing or the TAHM Closing, as the case may be, subject to the following:

(a) The Seller shall promptly inform the Purchaser and shall, at its own cost and expense, promptly and diligently undertake appropriate remedial work to restore the Affected Property to substantially the same condition as it was prior to the occurrence of the Uncontrollable Event and to comply with the Relevant Provisions (“Remedial Work”). For the avoidance of doubt, nothing herein shall affect the conditions to Closing or the TAHM Closing Date, as applicable, other than to the extent that any such condition(s) would not be met as a result of failure by the Seller to comply with the Relevant Provisions as a result of an Uncontrollable Event.

(b) If the Remedial Work cannot be completed prior to the Closing Date or the TAHM Closing Date, as applicable, Purchaser Parent may, in its sole discretion, elect to have the Affected Property or the Transferred Subsidiary owning it retained by the Seller and excluded from (x) the MEB Group Entities (other than the TAHM Entities) at any time prior to the Closing or (y) the TAHM Entities at any time prior to the TAHM Closing, or, if because of any regulatory requirements it is not possible to exclude any Affected Property by thirty (30) days past the Long-Stop Date or, in the case of any TAHM Leased Real Property, thirty (30) days past June 30, 2016, it shall proceed to Closing or the TAHM Closing, as applicable, and have the right to assign it back to the Seller post-Closing or post-TAHM Closing, as applicable. If Purchaser Parent reasonably determines that the Remedial Work cannot be successfully completed on or before the Long-Stop Date or, in the case of any TAHM Leased Real Property, June 30, 2016, Purchaser Parent may, in its sole discretion, delay the Closing or the TAHM Closing but not for more than thirty (30) days past the Long-Stop Date in the case of the Closing and by no later than thirty (30) days past June 30, 2016 in the case of the TAHM Closing. If Purchaser Parent elects to proceed with the Closing or the TAHM Closing, as applicable, and not exclude the Affected Property notwithstanding the Remedial Work not having been successfully completed, the Seller shall be obligated to continue to perform the Remedial Work, at its own cost and expense, promptly and diligently following Closing or the TAHM Closing, as applicable. The Seller agrees to indemnify and hold harmless each Purchaser Indemnified Party for and against any and all Losses (but, for the avoidance of doubt, not for any lost profits) arising from or resulting from (i) the failure of any Remedial Work to have been successfully completed prior to the Closing or the TAHM Closing, as applicable; and (ii) if Purchaser Parent elected to have the Affected Property retained by the Seller but it was not possible to do so prior to the Closing or the TAHM Closing, as applicable, under applicable regulatory requirements and the Purchaser proceeded to Closing or the TAHM Closing, as applicable, without excluding the Affected Property, (A) the non-exclusion of such Affected Property, including without limitation the ownership or possession thereof by the MEB Group Entities following the Closing or the TAHM Closing, as applicable, and until it is transferred post-Closing or post-TAHM Closing, as applicable, to the Seller, and (B) any assignment of such Affected Property back to the Seller.

(c) In the event that Purchaser Parent elects to exclude any Affected Property (other than TAHM Leased Real Property) prior to the Closing, the number of Purchased Shares to be issued to the Seller on Closing under the Securities Purchase Agreement shall be reduced by a number of Ordinary Shares of Purchaser Parent reflecting the value and number of shares attributed to such Affected Property (after giving effect to any adjustment pursuant to Section 1.3 of the Securities Purchase Agreement) as set out in the Schedule to the Securities Purchase Agreement. In the event that Purchaser Parent elects to exclude any TAHM Leased Real Property that constitutes Affected Property prior to the TAHM Closing, the Seller shall upon the TAHM Closing pay or cause to be paid to the Purchaser an amount in cash equal to the value attributed to such Affected Property as set out in the final valuation model agreed between the parties.

(d) Notwithstanding the above, if the Uncontrollable Event arises directly as a result of any action or inaction of the Purchaser Parent or its Affiliate as manager of the THAM Leased Real Property from and after the Closing, the provision of this Section 6.16, shall not apply, and the Seller shall not be required to comply with this Section 6.16, and the parties shall proceed to the TAHM Closing with no adjustment.

(e) Notwithstanding anything in this Agreement to the contrary, the mere decline in business or financial condition of (i) any Company Owned Real Property, any Company Leased Real Property or any Excluded Asset shall not delay the parties proceeding to Closing; and (ii) any TAHM Leased Real Property or any Excluded Asset shall not delay the parties proceeding to the TAHM Closing.

Section 6.17 Excluded Assets.

- (a) Schedule 11 sets forth, among other things, a list of the Excluded Assets and the parties' agreement on the proposed actions with respect to such Excluded Assets and timeline related to such actions.
- (b) The Seller shall: (i) take all steps necessary or desirable to cause and enable the TAHM Entities to consummate the disposal or transfer of the TAHM Excluded Hotels and the TAHM PRC Excluded Hotel to a third party as soon as practicable following the Closing and in any event by no later than the TAHM Closing; and (ii) at its sole expense, cause the relevant TAHM Entities to manage the relevant hotels and effect such disposal or transfer (it being understood and agreed that the TAHM Entities shall in no event incur any costs, expenses or Liabilities in connection with the ownership, operation, management, disposal or transfer of the TAHM Excluded Hotels and the TAHM PRC Excluded Hotel). If the disposal or transfer of any of the TAHM Excluded Hotels or the TAHM PRC Excluded Hotel is not completed by the TAHM Closing, the relevant hotel(s) shall be transferred to the Seller or its Affiliate at a consideration equal to the aggregate book value of such hotel(s). Any cash generated as a result of the operations of the TAHM Excluded Hotels and the TAHM PRC Excluded Hotel (prior to their disposal or transfer) or the sale of the TAHM Excluded Hotels and the TAHM PRC Excluded Hotel (whether the sale be effected prior to or after the TAHM Closing) shall be the property of the Seller and shall be dealt with as provided in Schedule 11 and Section 2.07(c).
- (c) With respect to Excluded Assets that constitute entities that are required to be deregistered (including, without limitation, as a consequence of any disposal or transfer of the any TAHM Excluded Hotel or TAHM PRC Excluded Hotel described above) (the "Defunct Entities"), the Seller shall, at its sole expense, take all reasonable actions as may be directed by Purchaser Parent or the Purchaser to wind up and dissolve each of the Defunct Entities as soon as practicable after the date hereof (whether or not the Closing or the TAHM Closing shall have occurred) and take all steps to ensure that the Defunct Entities are deregistered as provided in Schedule 11. Without limiting the generality of the foregoing and subject to Section 2.07(c)(iii), the Seller shall: (i) if the winding up, dissolution and deregistration of any Defunct Entity (x) under ICI shall not have been completed prior to the Closing, or (y) under any TAHM Entities shall not have been completed prior to the TAHM Closing, in each case, provide or cause to be provided the relevant Transferred Subsidiaries with all resources and assistance as may be requested by Purchaser Parent or the Purchaser to complete such winding up, dissolution and deregistration, and (ii) pay for all costs and expenses arising out of the winding up, dissolution and deregistration of the Defunct Entities (whether or not the Closing shall have occurred), and ensure that Purchaser Parent and its Affiliates (including the Target Group) shall not incur any costs, expenses or Liabilities in connection therewith. Notwithstanding the foregoing, the parties agree that Purchaser Parent shall, and shall cause its Affiliates to, account and pay all money and other economic benefits received in connection with the Excluded Assets to the Seller in accordance with Schedule 11.
- (d) The Seller shall indemnify and hold harmless the Purchaser Indemnified Parties for and against: (i) any and all Liabilities (including without limitation any Liabilities for Taxes) arising in connection with the ownership, operation, management, disposal or transfer of any Excluded Assets, including any Loss arising from the sale of any hotel properties and/or deregistration of any entities or branches contemplated by Schedule 11 or Sections 6.17(b) and (c) (including without limitation any Liabilities incurred by any Person as a result of executing any documents in connection with such actions); and (ii) any and all Losses that would not otherwise have arisen had the Excluded Assets not been transferred, directly or indirectly, to the Purchaser or NewCo2 as a result of the transactions contemplated hereby; provided that the Purchaser Indemnified Parties shall not be indemnified for any Loss it suffered as a result of the Purchaser's or its Subsidiaries' actions as manager or franchisee of any hotels constituting the NewCo2 Leased Real Property, or any other actions taken by the Purchaser or its Subsidiaries that does not confirm to Schedule 11.

(e) Notwithstanding anything in this Agreement, the treatment of Excluded Assets, as described in Schedule 11 and Section 2.07(c) shall prevail over any other provisions herein and therein to the extent of any conflict or inconsistency, and such Excluded Assets and any related cash, Liabilities or other matters shall not be considered MEB Assets or Assets or otherwise assets of any of the Transferred Subsidiaries and shall be dealt with as provided herein and therein and not in any of the provisions dealing with purchase price adjustments or covenants (whether before or after Closing or TAHM Closing), unless specifically stated therein.

(f) The parties agree that: (i) the Seller and its Affiliates shall be responsible for (x) providing all funds and resources necessary for the operation and management of the Excluded Assets following the Closing until such time as they are transferred or otherwise disposed of in accordance with this Section 6.17 and Schedule 11, and (y) handling the submission and filing of all information and Tax Returns that are due under PRC Law in connection with any transfer or disposal of the Excluded Assets, and (ii) in respect of any capital loss arising from the valuation of any Excluded Asset pursuant to Schedule 11, which would not otherwise have arisen had the Excluded Assets not been transferred, directly or indirectly, to the Purchaser or NewCo2 as a result of the transactions contemplated hereby, (x) the Seller shall cause an amount equal to such capital loss to be paid or injected into the relevant Excluded Entities in such manner as to ensure that no capital loss would be recognized by any NewCo1 Entity, TAHM Entity or NewCo2 Entity, and (y) Purchaser Parent shall cause an amount equal to such amount injected by the Seller of its Affiliates to the relevant Excluded Entities to be repatriated back to the Seller or its Affiliates in accordance with Schedule 11.

ARTICLE VII

TAX MATTERS

Section 7.01 Indemnity.

(a) The Seller agrees to indemnify and hold harmless Purchaser Parent, the Purchaser, each member of the Target Group and their respective Affiliates, officers, directors, employees, agents, successors and assigns against all Excluded Taxes other than Taxes that are included as part of the MEB Closing Liabilities or LUB Closing Liabilities reflected on the Closing Statement.

(b) In the case of Taxes that are payable with respect to a Straddle Period, the portion of any such Tax that is allocable to a Pre-Closing Period shall be:

(i) in the case of Taxes that are either (x) based upon or related to income or receipts, or (y) imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible) (other than Conveyance Taxes described in Section 7.07), deemed equal to the amount which would be payable if the taxable year ended at the end of business on the Closing Date; and

(ii) in the case of Taxes imposed on a periodic basis with respect to the assets of any member of the Target Group or otherwise measured by the level of any item, deemed to be the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. Any credit or refund resulting from an overpayment of Taxes for a Straddle Period shall be prorated based upon the method employed in this paragraph (b) taking into account the type of the Tax to which the refund relates. In the case of any Tax based upon or measured by capital (including net worth or long-term debt) or intangibles, any amount thereof required to be allocated under this Section 7.01(b) shall be computed by reference to the level of such items on the date of the Closing. All determinations necessary to effect the foregoing allocations shall be made in a manner consistent with prior practice of the relevant member of the Target Group.

Section 7.02 Returns and Payments.

(a) From the date of the Original MPA through and after the Closing Date, the Seller shall prepare and file or otherwise furnish in proper form to the appropriate Taxing Authority (or cause to be prepared and filed or so furnished) in a timely manner all Tax Returns relating to members of the Target Group that are due on or before or relate to any taxable period ending on or before the Closing Date (and the Purchaser shall do the same with respect to all other Tax Returns). In doing so, to the extent that any jurisdiction allows an election to file Tax Returns by closing the books as of the Closing Date, the parties shall agree to make, and to take all required action to cause, such election. Tax Returns of members of the Target Group not yet filed for any taxable period that begins before the Closing Date shall be prepared in a manner consistent with past practices employed with respect to the relevant member of the Target Group (except to the extent that counsel for the Seller renders a written legal opinion that there is no reasonable basis in law therefor or determines that a Tax Return cannot be so prepared and filed without being subject to penalties). With respect to any such Tax Return required to be filed by the Purchaser or the Seller, the filing party shall provide the other party and its authorized representatives with a copy of such completed Tax Return and, if applicable, a statement certifying the amount of Tax shown on such Tax Return that is allocable to such other party pursuant to Section 7.01(b), together with appropriate supporting information and schedules at least twenty (20) Business Days prior to the due date (including any extension hereof) for the filing of such Tax Return for such party's review and consent, which review and consent shall be timely and shall not be unreasonably withheld, delayed, or conditioned.

(b) The Seller, shall (i) timely submit and file, or cause to be timely submitted and filed, all information and Tax Returns that are due under PRC Law (including, without limitation, pursuant to Circular 698 and Public Notice No. 7, if applicable) in connection with the transactions contemplated under this Agreement; (ii) timely pay, or cause to be timely paid, all Taxes due and payable under PRC Law in connection with the transactions contemplated under this Agreement; and (iii) provide the Purchaser with a copy of (x) all information and Tax Returns submitted and/or filed with any Taxing Authority, (y) all documentary evidence of payment of Taxes, and (z) all written notices or other correspondence from any Taxing Authority, in each case, in connection with the transactions contemplated under this Agreement, as soon as practicable (and in any event within ten (10) Business Days) after the date of submission, filing or receipt of such documentation.

(c) Subject to Section 7.05, the Seller shall pay, or cause to be paid, when due and payable all Taxes with respect to the members of the Target Group for any Pre-Closing Period and any Taxes imposed on the Seller under PRC Law (including Circular 698 and Public Notice No. 7) arising in connection with the transactions contemplated under this Agreement, other than Taxes that are included as part of the Closing Liabilities reflected on the Closing Statement, and the Purchaser shall so pay or cause to be paid Taxes for any Post-Closing Period (subject to its right of indemnification from the Seller by the date set forth in Section 7.05 for Taxes attributable to the portion of any Straddle Period pursuant to Section 7.01(a) and Section 7.01(b)).

Section 7.03 Refunds. Any Tax refund or credit for overpayment of Taxes (including any interest with respect thereto received from a Tax Authority) relating to any member of the Target Group for any Pre-Closing Period shall be the property of the Seller, and if received by the Purchaser or any member of the Target Group shall be paid over promptly to the Seller; provided, however, that if a Taxing Authority subsequently disallows any refund with respect to which the Seller has received a payment pursuant to this sentence, the Seller shall promptly pay to the Purchaser (or pay directly to the Tax Authority) the full amount of such refund (including any interest payable to the tax authorities with respect thereto). Notwithstanding the foregoing, any Tax refund (or equivalent benefit to the Seller through a reduction in Tax liability) for any Pre-Closing Period arising out of the carryback of a loss of credit incurred by any member of the Target Group in any Post-Closing Period shall be the property of the Purchaser and, if received by the Seller, shall be paid over promptly to the Purchaser.

Section 7.04 Contests.

(a) After the Closing, the Purchaser shall promptly notify the Seller in writing of (i) the initiation of any audit or other examination by a taxing authority of any Pre-Closing Period and (ii) any written notice of a proposed assessment or claim in an audit or administrative or judicial proceeding of the Purchaser or any member of the Target Group which, if determined adversely to the taxpayer, would be grounds for indemnification under this Article VII; provided, however, that the failure to give such notice will not affect the Purchaser's right to indemnification under this Article VII except to the extent, if any, that such failure to promptly provide notice materially affected the ability of the Seller to successfully avoid or materially reduce the Tax liability in question.

(b) In the case of an audit or administrative or judicial proceeding that relates to Pre-Closing Period, the Seller shall have the right at its expense to participate in and control the conduct of such audit or proceeding; the Purchaser also may participate, at its own expense, in any such audit or proceeding. If the settlement of such audit or proceeding could be reasonably expected to increase the Tax liability of the Purchaser or any of its Affiliates (including any member of the Target Group) in a Post-Closing Period, the Seller may not settle such audit or proceeding without the Purchaser's consent, which shall not be unreasonably withheld or delayed, provided that the Purchaser's consent shall not be required if the Purchaser fails to confirm in writing to the Seller its consent or decline to consent within ten (10) Business Days of the Purchaser's receipt of the Seller's request for such consent (and for the avoidance of doubt, if the Seller fails to receive the Purchaser's consent or decline to consent within ten (10) Business Days of the Purchaser's receipt of the Seller's request for consent, the Purchaser is deemed to have provided its consent to the Seller to settle such audit or proceeding). If the Seller does not assume the control of any such audit or proceeding, the Purchaser may defend the same in such manner as it may deem appropriate, including settling such audit or proceeding, subject to the Seller's consent, which shall not be unreasonably withheld or delayed, provided that the Seller's consent shall not be required if the Seller fails to confirm in writing to the Purchaser its consent or decline to consent within ten (10) Business Days of the Seller's receipt of the Purchaser's request for such consent (and for the avoidance of doubt, if the Purchaser fails to receive the Seller's consent or decline to consent within ten (10) Business Days of the Seller's receipt of the Purchaser's request for consent, the Seller is deemed to have provided its consent to the Purchaser to settle such audit or proceeding). In the event that issues relating to a potential adjustment are required to be contested in the same audit or proceeding as separate issues relating to a potential adjustment for which the Purchaser would be liable, the Purchaser shall have the right, at its expense, to control the audit or proceeding with respect to the latter issues, except to the extent that it would be harmful to the Seller.

(c) With respect to issues relating to a potential adjustment for which both the Seller and the Purchaser or any member of the Target Group could be liable, (i) both the Seller and the Purchaser may participate in the audit or proceeding and (ii) the audit or proceeding shall be controlled by the Purchaser, and the Seller and Purchaser shall take commercially reasonable efforts to separate such audit or proceeding so that issues relating to each of them can be handled separately. The principle set forth in this Section 7.04(c) also shall govern for purposes of deciding any issue that must be decided jointly (including choice of judicial forum) in situations in which separate issues are otherwise controlled under this Article VII by the Purchaser and the Seller.

Section 7.05 Time of Payment. Payment by the Seller of any amounts due under this Article VII in respect of Taxes shall be made (a) at least three (3) Business Days before the due date of the applicable estimated or final Tax Return required to be filed by the Purchaser on which is required to be reported income for a taxable period ending after the date of the Closing for which the Seller is responsible under Section 7.01(a) and Section 7.01(b) without regard to whether the Tax Return shows overall net income or loss for such period or (b) within three (3) Business Days following an agreement between the Seller and the Purchaser that an indemnity amount is payable. If liability under this Article VII is in respect of costs or expenses other than Taxes, payment by the Seller of any amounts due under this Article VII shall be made within five (5) Business Days after the date when the Seller has been notified by the Purchaser that the Seller has a liability for a determinable amount under this Article VII and is provided with calculations or other materials supporting such liability.

Section 7.06 Tax Cooperation and Exchange of Information. The Seller and the Purchaser shall provide each other with such cooperation and information as either of them reasonably may request of the other (and the Purchaser shall cause its Affiliates to provide such cooperation and information) in (a) filing any Tax Return, amended Tax Return or claim for refund, (b) determining a liability for Taxes or a right to a refund of Taxes, (c) participating in or conducting any audit or other proceeding in respect of Taxes, or (d) making representations to or furnishing information to parties subsequently desiring to purchase any part of the Target Shares, the Assets, the Business, or Purchaser's interest in any members of the Target Group from the Purchaser. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with related work papers and documents relating to rulings or other determinations by Taxing Authorities. The Seller and the Purchaser shall make themselves (and their respective employees) reasonably available on a mutually convenient basis to provide explanations of any documents or information provided under this Section 7.06. Notwithstanding anything to the contrary in Section 6.02, each of the Seller and the Purchaser shall retain all Tax Returns, work papers and all material records or other documents in its possession (or in the possession of its Affiliates) relating to Tax matters of any member of the Target Group for any taxable period that includes the date of the Closing and for all prior taxable periods until the later of (i) the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions and (ii) six years following the due date (without extension) for such Tax Returns. After such time, before the Seller or the Purchaser shall dispose of any such documents in its possession (or in the possession of its Affiliates), the other party shall be given an opportunity, after ninety (90) days prior written notice, to remove and retain all or any part of such documents as such other party may select (at such other party's expense). Any information obtained under this Section 7.06 shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting an audit or other proceeding.

Section 7.07 Conveyance Taxes. All Conveyance Taxes incurred in connection with the transactions contemplated by this Agreement shall be borne 50% by the Purchaser and 50% by the Seller. If a Tax Return is required, the party that has the primary obligation to file any Tax Return that is required to be filed in respect of any Transfer Taxes (the "Filing Party") shall prepare and file such return after providing the other party the opportunity to review and approve the return (which approval shall not be unreasonably withheld, delayed or conditioned). The Filing Party shall, subject to reimbursement from the other party, as provided in this Section 7.07, pay (or cause to be paid) the Taxes shown on such Tax Return and the other party shall reimburse the Filing Party for its share of such Conveyance Taxes by wire transfer of immediately available funds no later than five days after receipt of written notice (or notice delivered by electronic communication) from the Filing Party that any such Conveyance Tax is required to be paid to the applicable Governmental Authority. The parties agree to cooperate with each other in connection with the preparation and filing of any such Tax Returns, in obtaining all available exemptions from such Transfer Taxes, and in timely providing each other with resale certificates or other documents necessary to satisfy any such exemptions.

Section 7.08 Miscellaneous.

(a) The parties agree to treat all payments made by any of them to or for the benefit of any other party (including any payments to any member of the Target Group) under this Article VII, under other indemnity provisions of this Agreement and for any misrepresentations or breaches of warranties or covenants as adjustments to the Purchase Price or as capital contributions for Tax purposes and that such treatment shall govern for purposes hereof except to the extent that the Laws of a particular jurisdiction provide otherwise, in which case such payments shall be made in an amount sufficient to indemnify the relevant party on an after-Tax basis.

(b) Notwithstanding any provisions in this Agreement to the contrary, the obligations of the Seller to indemnify and hold harmless the Purchaser and each member of the Target Group pursuant to this Article VII, and the representations and warranties contained in Section 3.22, shall terminate at the close of business on the 120th day following the expiration of the applicable statute of limitations with respect to the Tax liabilities in question (giving effect to any waiver, mitigation or extension thereof).

(c) From and after the date of the Original MPA, the Seller shall not, without the prior written consent of Purchaser Parent or the Purchaser (which may, in its reasonable discretion, withhold such consent), (i) make, or cause or permit to be made, any Tax election that would affect any member of the Target Group; (ii) request a Tax ruling or enter into any material closing agreement, agree to an extension of the statute of limitations with respect to the assessment or collection of a material amount of Taxes; (iii) surrender any material claim for a material refund of Taxes; (iv) file any Tax Return in a manner that is materially inconsistent with past custom and practice, amend any material Tax Return; or (v) make any material change to any of its methods of accounting or methods of reporting income or deductions for Tax from those employed in the preparation of its most recent Tax Return.

(d) For purposes of this Article VII, “the Purchaser” and “the Seller,” respectively, shall include each member of the affiliated group of corporations of which it is or becomes a member (other than the Companies and the Transferred Subsidiaries, except to the extent expressly referenced).

(e) The Purchaser shall be entitled to recover professional fees and related costs that it may reasonably incur to enforce the provisions of this Article VII.

(f) Notwithstanding anything to the contrary in this Agreement, the rights and obligations of the parties with respect to indemnification for any and all Tax matters shall be governed solely by this Article VII.

Section 7.09 “Target Group” Definition. The parties agree that for the purposes of this Article VII, the defined term “Target Group” when used herein shall exclude the TAHM Entities.

ARTICLE VIII

CONDITIONS TO CLOSING

Section 8.01 Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

- (a) Representations, Warranties and Covenants. (i) The representations and warranties of Purchaser Parent contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct in all material respects as of that date, in each case, with the same force and effect as if made as of the Closing, and (ii) the covenants and agreements contained in this Agreement to be complied with by the Purchaser or Purchaser Parent on or before the Closing shall have been complied with in all material respects;
- (b) No Proceeding or Litigation. No Action shall have been commenced by or before any Governmental Authority against the Seller, any member of the Target Group or Purchaser Parent, Purchaser, or any Purchaser Party seeking to restrain or materially and adversely alter the transactions contemplated by this Agreement, the Securities Purchase Agreement or the NewCo2 Subscription Agreement, which would render it impossible or unlawful to consummate such transactions; provided, however, that this Section 8.01(b) shall not apply if the Seller has directly or indirectly solicited or encouraged any such Action;
- (c) Consents and Approvals. The Purchaser and the Seller shall have received all authorizations, consents, orders and approvals of all Governmental Authorities and officials for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents;
- (d) Transaction Documents. Each of the Transaction Documents shall have been duly and validly executed by the Purchaser, Purchaser Parent and any Purchaser Party (to the extent it is a party thereto);
- (e) Anti-Trust. The parties (or their Affiliates) shall have received the Competition Clearance, or the applicable waiting periods (and any extension thereof) under the Anti-Monopoly Law shall have expired or shall have been terminated and no investigation shall have been instituted thereunder; and
- (f) Securities Purchase Agreement. Each of the conditions set out in Section 3 of the Securities Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof.

Section 8.02 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

- (a) Representations, Warranties and Covenants.

(i) (A) The Seller's Warranties that are made as of the date of the Original MPA or as of a specific date: (x) that are qualified by "material", "materiality", "Material Adverse Effect" or other terms of similar import ("Materiality Qualifiers") shall be true and correct in all respects, or (y) that are not qualified by Materiality Qualifiers shall be true and correct in all material respects, in each case when made or as of the specific date made; (B) the Seller's Warranties that are not made as of a specific date as qualified by any matters disclosed by the Seller in the Disclosure Schedule in accordance with Section 6.05(a) ("Subsequent Disclosed Events") (x) that are qualified by Materiality Qualifiers shall be true and correct as of the Closing in all respects, or (y) that are not qualified by Materiality Qualifiers shall be true and correct as of the Closing in all material respects, and (C) the Subsequent Disclosed Events shall not have, individually or in the aggregate, caused or resulted in a Material Adverse Effect; and

(ii) the Seller, Accor Guarantor, and each Seller Affiliate shall have performed and complied in all material respects with all, and not be in material breach or default under any, agreements, covenants and obligations contained in this Agreement or any of the Transaction Documents that the Seller, Accor Guarantor or any relevant Seller Affiliate is required to perform or comply with on or before the Closing Date.

(b) No Proceeding or Litigation. No Action shall have been commenced or threatened by or before any Governmental Authority against the Seller, any member of the Target Group or Purchaser Parent, Purchaser, or any Purchaser Party seeking to restrain or materially and adversely alter the transactions contemplated by this Agreement, the Securities Purchase Agreement or the NewCo2 Subscription Agreement, which would render it impossible or unlawful to consummate such transactions or which could have a Material Adverse Effect, and Section 8.02(a) shall not apply to any matters addressed under this Section 8.02(b);

(c) Anti-Trust. The parties (or their Affiliate) shall have received the Competition Clearance, or the applicable waiting periods (and any extension thereof) under the Anti-Monopoly Law shall have expired or shall have been terminated and no investigation shall have been instituted thereunder;

(d) Consents and Approvals. The Purchaser and the Seller shall have received (i) all authorizations, consents, orders and approvals of all Governmental Authorities and officials and all third party consents and estoppel certificates required to effect the Pre-Closing Restructuring (including (A) all of the Governmental Approvals and Third Party Consents set forth in Section 3.09 of the Disclosure Schedule and (B) all of the Pre-Closing Restructuring Approvals), provided that in the event that any Third Party Consent cannot be obtained, and Seller shall have complied with Sections 5.01(b) and (c) and Section 6.04, then such conditions shall be deemed to have been met; and (ii) all authorizations, consents, orders and approvals of all Governmental Authorities and officials necessary for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents;

(e) Pre-Closing Restructuring. The Purchaser shall have received evidence reasonably satisfactory to it that transactions set forth in Schedule 4 (other than such matters scheduled to occur later) shall have been effected in accordance with the terms and subject to the conditions set forth therein (provided that in the event that any Third Party Consent cannot be obtained by Closing, and Seller shall have complied with Sections 5.01(b) and (c) and Section 6.04, then such conditions shall be deemed to have been met), including without limitation, (A) true and complete copies of all agreements, instruments and other documents executed or delivered in connection with the Pre-Closing Restructuring, and (B) true and complete copies of all the resolutions duly and validly adopted by the board of directors of the parties to the relevant transfer or other transaction, evidencing their respective authorization of the execution and delivery of any and all agreements and legal documents requisite for the effect of such transaction, and (C) the amended business license of each Transferred Subsidiary (other than TAHM PRC) issued by the competent Governmental Authorities supervising such Transferred Subsidiary, evidencing the ownership of the equity interest in such Transferred Subsidiary by NewCo1 PRC or AAPC Shanghai, as the case may be;

(f) Transaction Documents. Each of the Transaction Documents shall have been duly and validly executed by the parties thereto (other than the Purchaser, Purchaser Parent and any Purchaser Party);

(g) Franchisor Registration. NewCo1 PRC shall have completed the franchisor registration (特许人备案) for Ibis in accordance with applicable PRC Laws; and

(h) NewCo2 Subscription Agreement. Each of the conditions set out in Section 6.02 of the NewCo2 Subscription Agreement shall have been satisfied or waived in accordance with the terms thereof.

ARTICLE IX

INDEMNIFICATION

Section 9.01 Survival of Representations and Warranties.

(a) The representations and warranties of the Seller contained in this Agreement, the Securities Purchase Agreement and the NewCo2 Subscription Agreement shall survive the Closing until the date being 18 months following the Closing (the “End Date”); provided, however, that (i) the representations and warranties made pursuant to (A) Section 3.01, Section 3.02, Section 3.03, Section 3.04, Section 3.11(b) and Section 3.26 hereof and (B) Section 3.01, Section 3.02 and Section 3.03 of the NewCo2 Subscription Agreement shall survive indefinitely, (ii) the representations and warranties made pursuant to Section 3.22 shall survive until 90 days after the expiration of the relevant statute of limitations for the liabilities in question, and (iii) insofar as any claim is made by Purchaser Parent or the Purchaser for the breach of any representation or warranty of the Seller contained herein, which claim arises out of allegations of personal injury or property damage suffered by any third party on or prior to the Closing or attributable to activities or omissions that occur on or prior to the Closing, such representations and warranties shall, for purposes of such claim by Purchaser Parent or the Purchaser, survive until thirty calendar days after the expiration of the applicable statute of limitations governing such claims. The representations and warranties of the Seller contained in the TAHM Share Purchase Agreement shall survive the TAHM Closing until the date being 18 months following the TAHM Closing (the “TAHM End Date”); provided, however, that (i) the representations and warranties made pursuant to Section 3.01, Section 3.02, Section 3.03 and Section 3.11 of the TAHM Share Purchase Agreement shall survive indefinitely, (ii) the representations and warranties made pursuant to Section 3.22 of the TAHM Share Purchase Agreement shall survive until 90 days after the expiration of the relevant statute of limitations for the liabilities in question, and (iii) insofar as any claim is made by Purchaser Parent or the Purchaser for the breach of any representation or warranty of the Seller contained therein, which claim arises out of allegations of personal injury or property damage suffered by any third party on or prior to the TAHM Closing or attributable to activities or omissions that occur on or prior to the TAHM Closing, such representations and warranties shall, for purposes of such claim by Purchaser Parent or the Purchaser, survive until thirty calendar days after the expiration of the applicable statute of limitations governing such claims. Subject to Section 6.06, neither the period of survival nor the liability of the Seller with respect to its representations and warranties shall be reduced by any investigation made at any time by or on behalf of Purchaser Parent or the Purchaser. If written notice of a claim has been given prior to the expiration of the applicable representations and warranties by Purchaser Parent or the Purchaser to the Seller, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

(b) The representations and warranties of Purchaser Parent or the Purchaser contained in this Agreement, the Securities Purchase Agreement and the NewCo2 Subscription Agreement shall survive the Closing until the End Date; provided, however, that the representations and warranties made pursuant to Section 4.01 hereof and Section 4.5 of the Securities Purchase Agreement shall survive indefinitely. The representations and warranties of the Purchaser contained in the TAHM Share Purchase Agreement shall survive the TAHM Closing until the TAHM End Date. Neither the period of survival nor the liability of Purchaser Parent or the Purchaser with respect to its representations and warranties shall be reduced by any investigation made at any time by or on behalf of the Seller. If written notice of a claim has been given prior to the expiration of the applicable representations and warranties by the Seller to Purchaser Parent, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

Section 9.02 Indemnification by the Seller. From and after Closing, Purchaser Parent, the Purchaser and their respective Affiliates, officers, directors, employees, agents, successors and assigns (each a "Purchaser Indemnified Party") shall be indemnified and held harmless by the Seller for and against any and all Liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including attorneys' and consultants' fees and expenses) actually suffered or incurred by them (including any Action brought or otherwise initiated by any of them) which have been agreed or determined by (x) settlement between the Seller and Purchaser, (y) legal or arbitration proceedings between the Seller and the Purchaser which judgment has been given for the Purchaser and where such judgment or award is either no longer subject to appeal or has not been applied with a period of 60 days after the date of the relevant judgment (whichever is earlier), or (z) the enforcement of any such settlement referred to in (x) or (y) (hereinafter a "Loss"), arising out of or resulting from:

(a) (i) the failure of any of the Seller's representations and warranties contained in Article III of the Original MPA made as of the date thereof to be true and correct as of the date of the Original MPA, (ii) the failure of any of the Seller's Warranties, subject to any qualifications in the Disclosure Schedule, to be true and correct as of the Closing with the same force as if made as of the Closing, (iii) the failure of any representation or warranty made by the Seller or any Seller Affiliate contained in the Original SPA to be true and correct as of the date made thereof; (iv) the failure of any representation or warranty made by the Seller or any Seller Affiliate contained in the Securities Purchase Agreement, the NewCo2 Subscription or the TAHM Share Purchase Agreement to be true and correct as of the Closing with the same force as if made as of the Closing; (v) the failure of any representation or warranty made by the Seller contained in the TAHM Share Purchase Agreement (subject to any updated disclosures provided by TAHM in accordance with Section 6.05(b)) to be true and correct as of the TAHM Closing with the same force as if made as of the TAHM Closing (in the case of each of (i) to (v), the determination of whether such breach or failure occurred and the calculation of Losses to be made without giving effect to any limitations as to materiality or "Material Adverse Effect" set forth therein);

- (b) the breach of any covenant or agreement by the Seller or any of its Affiliates contained in this Agreement, the Original MPA, the Securities Purchase Agreement, the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement;
- (c) any Liabilities of NewCo2 or the MEB Group Entities (other than the TAHM Entities) arising prior to the Closing, (i) incurred prior to the Balance Sheet Date and not reflected or reserved against or disclosed on the Financial Statements; (ii) incurred since the Balance Sheet Date not in the ordinary course of business; or (iii) incurred in connection with the Pre-Closing Restructuring;
- (d) any Liabilities of the TAHM Entities arising prior to the TAHM Closing, (i) incurred prior to the Balance Sheet Date and not reflected or reserved against or disclosed on the Financial Statements; (ii) incurred since the Balance Sheet Date not in the ordinary course of business; or (iii) incurred in connection with the Pre-Closing Restructuring;
- (e) any Liabilities of AAPC Shanghai whether arising before or after the Closing, arising out of any action, inaction, event, condition, liability or obligation of the Seller or any of its Affiliates (including AAPC Shanghai) occurring or existing prior to the Closing, but excluding any Liabilities that are incurred in connection with: (i) the operation of the MEB Business (including, without limitation, any matters under the MEB Subject Hotel Management Agreement) or LUB Business from and after the Closing; or (ii) the Pre-Closing Restructuring;
- (f) any Liabilities of the TAHM Entities whether arising before or after the TAHM Closing, arising out of any action, inaction, event, condition, liability or obligation of the Seller or any of its Affiliates (including the TAHM Entities) occurring or existing prior to the Closing, but excluding any Liabilities that are incurred: (i) in connection with the operation of the MEB Business pursuant to the TAHM Subject Hotel Agreements and the TAHM Leased Real Property from and after the Closing, as applicable; or (ii) the Pre-Closing Restructuring; or
- (g) the reasonable costs and expenses incurred by the Purchaser Indemnified Parties up to six (6) months after the Closing for efforts to make additional inquiries at, or to complete the Foreign Invested Real Estate Enterprise Registration (外商投资房地产企业备案) with, the competent Governmental Authorities.

To the extent that the Seller's undertakings set forth in this Section 9.02 may be unenforceable, the Seller shall contribute the maximum amount that it is permitted to contribute under applicable Law to the payment and satisfaction of all Losses incurred by the Purchaser Indemnified Parties. Notwithstanding this Section 9.02, the parties agree that the Seller's obligation to indemnify any Purchaser Indemnified Party does not extend to: (i) any amount adjusted for pursuant to Section 2.07 of this Agreement or Section 2.05 of the TAHM Share Purchase Agreement, or (ii) any overlapping indemnity claims made by the Purchaser Indemnified Parties in respect of the same Loss arising under this Agreement and/or any other Transaction Documents.

Section 9.03 Indemnification by the Purchaser. From and after Closing, the Seller and its Affiliates, officers, directors, employees, agents, successors and assigns (each a “Seller Indemnified Party”) shall be indemnified and held harmless by the Purchaser for and against any and all Losses, arising out of or resulting from:

(a) (i) the failure of any of the representations and warranties made by Purchaser Parent set out in Article IV of the Original MPA to be true and correct as of the date of the Original MPA, (ii) the failure of any of the representations and warranties made by Purchaser Parent set out in Article IV of this Agreement to be true and correct as of Closing with the same force as if made as of the Closing, (iii) the failure of any representation or warranty made by Purchaser Parent contained in the Original SPA to be true and correct as of the date made thereof, (iv) the failure of any representation or warranty made by Purchaser Parent, the Purchaser or any of its Affiliates contained in the Securities Purchase Agreement (subject to any Subsequent Disclosed Events (as defined in the Securities Purchase Agreement)), the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement to be true and correct as of the Closing Date, and (v) the failure of any representation or warranty made by Purchaser Parent, the Purchaser or any of its Affiliates contained in the TAHM Share Purchase Agreement to be true and correct as of the TAHM Closing with the same force as if made as of the TAHM Closing (in the case of each of (i) to (v), the determination of whether such breach or failure occurred and the calculation of Losses to be made without giving effect to any limitations as to materiality or “Material Adverse Effect” set forth therein); or

(b) the breach of any covenant or agreement by the Purchaser, Purchaser Parent or any of their Affiliates contained in this Agreement, the Original MPA, the Securities Purchase Agreement, the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement.

To the extent that the Purchaser’s undertakings set forth in this Section 9.03 may be unenforceable, the Purchaser shall contribute the maximum amount that it is permitted to contribute under applicable Law to the payment and satisfaction of all Losses incurred by the Seller Indemnified Parties. Notwithstanding this Section 9.03, the parties agree that the Purchaser’s obligation to indemnify any Seller Indemnified Party does not extend to: (i) any amount adjusted for pursuant to Section 2.07 of this Agreement or Section 2.05 of the TAHM Share Purchase Agreement, or (ii) any overlapping indemnity claims made by the Seller Indemnified Parties in respect of the same Loss arising under this Agreement and/or any other Transaction Documents.

Section 9.04 Limits on Indemnification.

(a) The Seller shall have no liability under Section 9.02 for any claim for indemnification in respect of Purchaser Indemnified Parties' Losses, and the Purchaser shall not have any liability under Section 9.03 for any claim for indemnification in respect of Seller Indemnified Parties' Losses, (i) which individually (except that if the Losses are a series of related Losses, then in the aggregate) are less than \$100,000 (the "De Minimis Amount") (provided that in the event that the amount of any Loss with respect to such individual claim, or series of related Losses exceeds the De Minimis Amount, subject to the limitations in (ii), indemnification shall be made from the first dollar of Losses resulting from such claim notwithstanding that any individual claim may involve a Loss of less than the De Minimis Amount), and (ii) until the aggregate amount of the respective Indemnified Parties' Losses associated with indemnification claims under such Section exceeds \$1,000,000 (the "Deductible Amount"), after which the Indemnifying Party shall be obligated for all such Indemnified Parties' Losses, and not only the portion of such Losses exceeding the Deductible Amount. The aggregate liability of the Indemnifying Party under Section 9.02 shall not exceed \$80,000,000 (the "Cap"). The aggregate liability of the Indemnifying Party under Section 9.03 shall not exceed the Cap. The provisions of this Section 9.04 shall not apply with respect to indemnification: (x) under Section 6.17(d), Sections 9.02(b) to 9.02(g), or Section 9.03(b); or (y) for Taxes (including pursuant to Article VII hereof and Article VI of the TAHM Share Purchase Agreement).

(b) The Seller shall have no liability under Section 9.02 for any claim for indemnification in respect of Purchaser Indemnified Parties' Losses, and the Purchaser shall not have any liability under Section 9.03 for any claim for indemnification in respect of Seller Indemnified Parties' Losses, (i) to the extent that such Losses result solely and exclusively from the Indemnified Party undertaking any action required to be taken pursuant to a covenant or obligation applicable to the Indemnifying Party set forth in this Agreement (including without limitation the Pre-Closing Restructuring or pursuant to the Interim Management Agreement), and (ii) directly resulting from any actions taken by the Indemnifying Party pursuant to and in accordance with any written instruction, consent, approval or waiver given by the Indemnified Party.

(c) Notwithstanding any other provision of this Agreement, the limitations in Section 9.04(a) shall not qualify or limit the liability of an Indemnifying Party in relation to: (i) any of those representations and warranties contained in (A) Section 3.01, Section 3.02, Section 3.03, Section 3.04, Section 3.11(c) or Section 4.01 hereof, or (B) Clauses 4.1, 4.2, 4.5, 4.6 or 5.1 of the Securities Purchase Agreement, or (C) Section 3.01, Section 3.02, Section 3.03 or Section 4.01 of the NewCo2 Subscription Agreement, or (D) Section 3.01, Section 3.02, Section 3.03, Section 3.11 or Section 4.01 of the TAHM Share Purchase Agreement; or (ii) any claim under any representation or warranty that is attributable to fraud, willful dishonesty or willful concealment on the part of the Indemnifying Party.

(d) Payments by an Indemnifying Party pursuant to Section 9.02 or Section 9.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Party in respect of any such claim, (promptly after the realization of any insurance proceeds, indemnity, contribution or other similar payment, the Indemnified Party shall reimburse the Indemnifying Party for such reduction in Losses (net of any reasonable direct related costs incurred by the Indemnified Party in pursuing such claims, including any Taxes on such costs and expenses) for which the Indemnified Party was indemnified prior to the realization of reduction of such Losses); provided that payments in respect of Losses shall not be reduced by this Section 9.04(d) in respect of insurance deductibles actually paid by the Indemnified Party.

Section 9.05 Notice of Loss; Third Party Claims.

(a) An Indemnified Party shall give the Indemnifying Party notice of any matter that an Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement, within 60 days of such determination, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises and setting forth in reasonable detail the basis for such right of indemnification.

(b) If an Indemnified Party shall receive notice of any Action, audit, demand or assessment against it or which may give rise to a claim for Loss under this Article IX (each, a “Third Party Claim”), within 30 days of the receipt of such notice, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent that the Indemnifying Party is materially prejudiced by such failure and shall not relieve the Indemnifying Party from any other obligation or Liability that it may have to any Indemnified Party otherwise than under this Article IX. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within five days of the receipt of notice from the Indemnified Party of such Third Party Claim; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnified Party in its sole and absolute discretion for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. In the event that the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party’s expense, all witnesses, pertinent records, materials and information in the Indemnified Party’s possession or under the Indemnified Party’s control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party’s expense, all such witnesses, records, materials and information in the Indemnifying Party’s possession or under the Indemnifying Party’s control relating thereto as is reasonably required by the Indemnified Party. No such Third Party Claim may be settled by (i) the respective Indemnifying Party without the prior written consent of the respective Indemnified Party, or (ii) by the respective Indemnified Party without the prior written consent of the respective Indemnifying Party.

Section 9.06 Securities and Purchase Agreement; NewCo2 Subscription Agreement; TAHM Share Purchase Agreement.

(a) The parties are entering into this Agreement in conjunction with the Securities Purchase Agreement, the NewCo2 Subscription Agreement and the TAHM Share Purchase Agreement, and accordingly the parties shall, as a term of this Agreement, comply with their respective obligations under the Securities Purchase Agreement, the NewCo2 Subscription Agreement and the TAHM Share Purchase Agreement, and any breach by any Party or its Affiliates thereunder shall be considered a breach by such Party of this Agreement.

(b) In furtherance of the foregoing:

(i) for the purposes of calculating any Losses incurred by the Seller under the Securities Purchase Agreement and any applicable remedies, such Losses shall be calculated based on the purchase by the Seller of the Purchased Shares and Top-Up Shares (as defined in the Securities Purchase Agreement), as if all representations in the Securities and Purchase Agreement were given with respect to the Purchased Shares and the Top-Up Shares; and

(ii) for the purposes of calculating any Losses incurred by Purchaser Parent and the Purchaser under this Agreement, the NewCo2 Subscription Agreement and the TAHM Share Purchase Agreement and any applicable remedies, such Losses shall be calculated based on the purchase by the Purchaser or its Affiliates of the Target Shares and the TAHM Shares.

Section 9.07 Exclusive Remedies. Subject to Section 11.10, the parties acknowledge and agree that, (a) following the Closing, their sole and exclusive remedy with respect to any and all Losses (other than as set forth below) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, the Original MPA, the Securities Purchase Agreement, the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement shall be pursuant to (i) the indemnification provisions expressly set forth in this Agreement and in Article VI of the TAHM Share Purchase Agreement, and (ii) the provisions of Sections 2.07, 2.09, 6.13, 6.14 and 6.17; and (b) following the TAHM Closing, their sole and exclusive remedy with respect to any and all Losses (other than as set forth below) for any breach of any representation, warranty, covenant, agreement or obligation set forth in, or otherwise relating to the subject matter of, this Agreement, the Securities Purchase Agreement, the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement shall be pursuant to (i) the indemnification provisions expressly set forth in this Agreement and in Article VI of the TAHM Share Purchase Agreement, (ii) the provisions of Section 2.05 of the TAHM Share Purchase Agreement, and (iii) the provisions of Sections 2.07, 2.09, 6.13, 6.14 and 6.17; provided, however that if any claim made by the Purchaser or its Affiliates pursuant to the TAHM Share Purchase Agreement prior to the TAHM Closing seeks compensation or other remedies related to Losses related to the ICI Business, the MEB Business (other than as it relates to the TAHM Entities) or the LUB Business or any other matters that are beyond those specifically covered by the TAHM Share Purchase Agreement, such matters shall be subject to the exclusive indemnity provision described in (a) above. Nothing in this Section 9.07 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled. For the avoidance of doubt, nothing in this Article IX shall limit either party's right to bring a claim, whether in Law or equity, arising from or relating to (i) fraud, criminal activity or willful misconduct, (ii) any breach of any representation, warranty, covenant, agreement or obligation set forth in or otherwise relating to the subject matter of any of the other Transaction Documents, or (iii) Tax matters, and the limitations in Section 9.04 shall not apply to any such claim.

ARTICLE X

TERMINATION

Section 10.01 Termination. This Agreement will terminate automatically on termination of the Securities Purchase Agreement and may also be terminated at any time prior to the Closing:

(a) by Purchaser Parent if, between the date of the Original MPA and the Closing: (i) any representations and warranties of the Seller contained in this Agreement (A) that are not qualified by “materiality” or “Material Adverse Effect” shall not have been true and correct in all material respects when made or (B) that are qualified by “materiality” or “Material Adverse Effect” shall not have been true and correct when made, (ii) the Seller or Accor Guarantor shall not have complied in all material respects with the covenants or agreements contained in this Agreement to be complied with by it, or (iii) the Seller, Seller Parent, Accor Guarantor, any Company or any Transferred Subsidiary makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Seller, Seller Parent, Accor Guarantor, any Company or any Transferred Subsidiary seeking to adjudicate any of them as bankrupt or insolvent, or seeking any of their liquidation, winding up or reorganization, or seeking any arrangement, adjustment, protection, relief or composition of any of their debts under any Law relating to bankruptcy, insolvency or reorganization;

(b) by the Seller if, between the date of the Original MPA and the Closing the Purchaser or Purchaser Parent makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Purchaser or Purchaser Parent seeking to adjudicate any of them as bankrupt or insolvent, or seeking any of their liquidation, winding up or reorganization, or seeking any arrangement, adjustment, protection, relief or composition of any of their debts under any Law relating to bankruptcy, insolvency or reorganization;

(c) by either the Seller or Purchaser Parent if the Closing shall not have occurred by the date being 15 months (“Long-Stop Date”) following the date of the Original MPA; provided, however, that the right to terminate this Agreement under this Section 10.01(c) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(d) by either Purchaser Parent or the Seller in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, or the Securities Purchase Agreement, and such order, decree, ruling or other action shall have become final and non-appealable; or

(e) by the mutual written consent of the Seller and the Purchaser.

Section 10.02 Effect of Termination. In the event of termination of this Agreement, (x) the Securities Purchase Agreement, the NewCo2 Subscription Agreement and the TAHM Share Purchase Agreement shall terminate automatically, and (y) all rights and obligations of the parties hereunder and thereunder shall cease immediately upon such termination, except that (i) termination will not affect the then accrued rights and obligations of the parties (including the right to damages for breach, if any, given rise to the termination and any other pre-termination breach by any Party), and (ii) termination will be without prejudice to the continued application of Article XI, Section 6.03, and any provision of this Agreement, the Securities Purchase Agreement, the NewCo2 Subscription Agreement or the TAHM Share Purchase Agreement, which is expressed to come into effect on, or to continue in effect after, that termination (and all provisions relevant to the interpretation and enforcement thereof), will remain in full force and effect.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Expenses.

(a) Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants (“Expenses”), incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such Expenses, whether or not the Closing shall have occurred. The Seller will cause each the Companies and the Transferred Subsidiaries not to incur any out-of-pocket expenses in connection with this Agreement.

(b) The costs incurred by the Seller and its Affiliates in respect of the Pre-Closing Restructuring (including but not limited to all professional fees and expenses) shall be borne by the Seller, except for the costs of incorporation and related fees in respect of the incorporation of NewCo1 and NewCo1 PRC which shall be borne equally by the Seller and Purchaser. The allocation of Conveyance Taxes, including without limitation stamp duty payable on the transfer to the Purchaser of the Ibis China Investment Shares and the NewCo1 Shares, shall be borne by the parties as provided in Section 2.10 and Section 7.07.

Section 11.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given or made when received by delivery in person, by an internationally recognized overnight courier service, by facsimile or email transmission, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.02):

(a) if to Accor Guarantor or the Seller:

Address: Room 803, 8th Floor, AXA Center, 151 Gloucester Road, Wanchai, Hong Kong
Email: louise.daley@accor.com
Facsimile: +65 6820 7081
Attention: Louise Daley

with a copy to:

Address: Proskauer Rose LLP
ElevenTimes Square
(Eighth Avenue & 41st Street)
New York, NY 10036-8299

Email: jhorwitz@proskauer.com
Facsimile: +1 212-969-2900
Attention: Jeffrey A. Horwitz

&

Address: Proskauer Rose
17/F, Two Exchange Square
8 Connaught Place, Central
Hong Kong

Email: ytal@proskauer.com
Facsimile: +852 3410 8001
Attention: Yuval Tal

(b) if to Purchaser Parent or the Purchaser:

c/o Offshore Codan Trust Company (Cayman) Limited
Cricket Square, Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

with a copy to:

Shearman & Sterling LLP
12/F East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022, P.R. China
Email: Lee.Edwards@shearman.com
Facsimile: +86 10 6563 6001
Attention: Lee Edwards Esq.

Section 11.03 Public Announcements. Neither party hereto shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other parties, unless otherwise required by Law or applicable stock exchange regulation, and the parties hereto shall cooperate as to the timing and contents of any such press release, public announcement or communication.

Section 11.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 11.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof and thereof.

Section 11.06 Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of each party) and any such assignment or attempted assignment without such consent shall be void; provided, however, that the Purchaser may assign this Agreement or any of its rights and obligations hereunder to one or more wholly owned Subsidiaries of Purchaser Parent without the consent of the Seller.

Section 11.07 Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the parties or (b) by a waiver in accordance with Section 11.08.

Section 11.08 Waiver. Each party to this Agreement against whom enforcement of a waiver is sought may (a) extend the time for the performance of any of the obligations or other acts of any other party, (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant hereto, or (c) waive compliance with any of the agreements of any other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 11.09 No Third Party Beneficiaries.

(a) Except where a provision of this Agreement specifically confers rights on a class of persons or persons fitting a certain description (but subject to Section 11.09(b)), a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“CROPTO”) or any other applicable Law to enforce any term of this Agreement.

(b) Notwithstanding Section 11.09(a), the following persons who are not parties to this Agreement shall not have any rights under the CROPTO or any other applicable Law to enforce any term of this Agreement: (i) any owner, franchisee lessee or lessor of any hotel managed or to be managed by China Lodging Group, Limited or any of its Subsidiaries or Accor S.A. or any of its Affiliates, in their capacity as such; or (ii) any of the public shareholders from time to time of either China Lodging Group, Limited or Accor S.A. in their capacity as such; provided that the persons referred to in (i) and (ii) do not include Accor S.A., China Lodging Group, Limited, Qi Ji or any of their respective Affiliates with respect to any rights expressly conferred upon any of them (by name or as members of a class or description) in this Agreement.

(c) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person who is not a party to this Agreement.

(d) Any person who is not a party to this Agreement shall not be entitled to assign any of its rights under this Agreement.

Section 11.10 Specific Performance. The Seller acknowledges and agrees that the Purchaser and Purchaser Parent would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by the Seller could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Purchaser or Purchaser Parent may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

Section 11.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong without regard to the conflict of laws rules stated therein.

Section 11.12 Arbitration.

(a) In the event of any controversy or dispute between or among the parties and any other persons executing this Agreement arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, and any question as to whether a particular dispute is arbitrable hereunder, the relevant parties shall attempt, promptly, diligently and in good faith, to resolve any such controversy or dispute by attending a meeting to discuss such dispute. If the parties are unable to resolve any such controversy or dispute within a reasonable time (but in no event exceeding sixty calendar days) of one Party giving notice in writing to the other requesting that amicable settlement be attempted, then either Party may require, by making a submission (the date of such submission, the “Submission Date”) to the Hong Kong International Arbitration Center (“HKIAC”) in Hong Kong that the controversy or dispute be finally resolved by binding arbitration administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of amendment and restatement of this Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained and as amended below (the “Arbitration Rules”):

- (i) The arbitration proceedings shall be conducted in Hong Kong.
 - (ii) The arbitration tribunal shall consist of three arbitrators, one appointed by the Seller and one appointed by the Purchaser Parent.
 - (iii) A third arbitrator shall be appointed by agreement between the Seller and the Purchaser Parent within thirty days of the Submission Date, and if such parties fail to jointly appoint the third arbitrator he shall be appointed in accordance with the Arbitration Rules.
 - (iv) The arbitration proceedings shall be conducted in English.
 - (v) All costs of arbitration (including arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing Party, unless otherwise determined by the arbitration tribunal.
 - (vi) All arbitration awards shall be final and binding.
 - (vii) The parties irrevocably waive any objection which they may have now or hereafter to the laying of the venue of any suit, action or proceedings in arbitration as is referred to this clause and any claim that any such proceedings have been brought in an inconvenient or inappropriate forum.
- (b) HKIAC shall have exclusive jurisdiction with regard to all claims arising under or relating to this Agreement. Notwithstanding the foregoing, in the event that either Party desires to seek an emergency temporary restraining order and/or preliminary injunction, the sixty day mediation period above shall not apply, and said Party may, but shall not be required to, seek such provisional remedy in the courts of Hong Kong (and the parties irrevocably consent to the jurisdiction of such courts) or any other relevant jurisdiction in aid of the arbitration proceeding in order to prevent a continuing violation of this Agreement.

(c) The parties hereby waive in any legal proceedings concerning or arising out of any such arbitration, including without limitation proceedings to compel arbitration, stay litigation, issue interim measures of protection including attachments, issue an injunction prior to the constitution of the arbitral tribunal, recognize or enforce an arbitral award, or enforce a court judgment issued on an arbitral award (“Ancillary Proceedings”) any defense of lack of personal jurisdiction or forum non conveniens or other similar doctrine and further irrevocably agree that decision in arbitration as provided above shall be conclusive and binding upon the parties and may be enforced in the courts of any jurisdiction.

(d) All costs of arbitration or any Ancillary Proceedings (including arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing Party.

(e) All arbitration awards shall be final and binding and may be enforced in the courts of any jurisdiction. The parties agree that, if enforcement of the award (following confirmation by a Hong Kong court) is sought in the PRC, neither Party shall challenge the award or its enforceability in any court in the PRC, if the award has been recognized by a Hong Kong court.

(f) Each party and any other person executing this Agreement hereby unconditionally and irrevocably: (1) agrees that, should any legal action or arbitral proceeding be brought against it in relation to a dispute arising under or related to this agreement, no immunity (sovereign or otherwise) from such legal action or arbitral proceeding shall be claimed by or on behalf of itself and is hereby waived to the maximum extent permitted by law; (2) consents generally to the maximum extent permitted by law in respect of the enforcement of any order, judgment or arbitral award against it in any relevant proceedings, to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, to the maximum extent permitted by law, the making, enforcement or execution against or in respect of any property used for commercial activity whatsoever; and (3) expressly disavows and waives to the maximum extent permitted by law any right to claim sovereign immunity in connection with any proceedings to compel arbitration or any proceedings to enforce or execute upon any arbitral award arising under or related to this agreement.

Section 11.13 Currency. Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars.

Section 11.14 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) 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.

Section 11.15 Effect of Amendment and Restatement. The parties hereto agree and acknowledge that notwithstanding the amendment and restatement of this Agreement:

(a) nothing herein shall (i) prejudice or adversely affect any right, power, authority, discretion or remedy arising under the Original MPA prior to the date of amendment and restatement of this Agreement, or (ii) discharge, release or otherwise affect any Liability or accrued rights and obligations of the parties (including the rights to damages for breach of the Original MPA) arising prior to the date of amendment and restatement of this Agreement; and

(b) the Original MPA shall be superseded by this Agreement with effect from the date of amendment and restatement of this Agreement, but in no event shall the Original MPA be construed to have been rescinded *ab initio* by virtue of the amendment and restatement of this Agreement.

Notwithstanding the foregoing, the parties agree and acknowledge that the parties have agreed to amend the Pre-Closing Restructuring (as defined under the Original MPA), and the failure to effect the Pre-Closing Restructuring (as defined under the Original MPA) prior to the amendment and restatement of this Agreement shall not in any way be construed as a breach by the Seller or its Affiliates under the Original MPA.

PURCHASER

By signing below, China Lodging Investment Limited hereby agrees to:

- 1) be a party to this Agreement (being the Amended and Restated Master Purchase Agreement dated January 28, 2016 between AAPC Singapore Pte. Ltd., AAPC Hong Kong Limited and China Lodging Group, Limited) and to be bound by all of the terms and conditions of this Agreement from the date hereof;
- 2) adhere to and be bound by all the duties, burdens and obligations of the "Purchaser" (as defined in this Agreement) pursuant to the provisions of this Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the undersigned had been an original party to this Agreement since the date thereof; and
- 3) each of AAPC Singapore Pte. Ltd. and AAPC Hong Kong Limited shall be entitled to enforce this Agreement against the undersigned as if the undersigned had been an original party to this Agreement since the date thereof.

THE COMMON SEAL of)
CHINA LODGING INVESTMENT LIMITED)
 was hereunto affixed in accordance with its)
 articles of association)
)
)

Common Seal

 /s/ Ji Qi
 Name: JI QI
 Title: Director

in the presence of:
 Witness Signature: /s/ Hu Yan
 Name: Hu Yan
 Address: 2266 Hongqiao Road, 200336 Shanghai, P.R. China
 Occupation: Legal Officer

[Signature Page to the Amended and Restated Master Purchase Agreement]



PURCHASER PARENT

THE COMMON SEAL of
CHINA LODGING GROUP, LIMITED
was hereunto affixed in accordance with its
articles of association

)
)
)
)
)
)

Common Seal

/s/ Ji Qi

Name: JI QI

Title: Chairman of the Board of Directors

in the presence of:
Witness Signature:

/s/ Rong Yuewu

Name:

Rong Yuewu

Address:

2266 Hongqiao Road, 200336 Shanghai, P.R. China

Occupation:

Legal Director

[Signature Page to the Amended and Restated Master Purchase Agreement]

ACCOR GUARANTOR

Solely with respect to the guarantee and other obligations under Article VI:

THE COMMON SEAL of
AAPC SINGAPORE PTE. LTD.
was hereunto affixed in accordance with its
articles of association

)
)
)
)
)

Common Seal

/s/ Michael Issenberg

Name: Michael Issenberg

Title: Director

/s/ Gaurav Bhushan

Name: Gaurav Bhushan

Title: Director

in the presence of:

Witness Signature: /s/ Natta Charoennaew

Name: Natta Charoennaew

Address: Blk 203 Serangoon Central
#05-80 Singapore 550203

Occupation: Legal Assistant

[Signature Page to the Amended and Restated Master Purchase Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER

**THE COMMON SEAL of
AAPC HONG KONG LIMITED**

was hereunto affixed in accordance with its
articles of association

)
)
)
)
)
)

Common Seal

/s/ Michael Issenberg

Name: Michael Issenberg

Title: Director

in the presence of:

Witness Signature:

/s/ Natta Charoennaew

Name:

Natta Charoennaew

Address:

Blk 203 Serangoon Central
#05-80 Singapore 550203

Occupation:

Legal Assistant

[Signature Page to the Amended and Restated Master Purchase Agreement]

SCHEDULE 1

DETAILS OF HOTELS UNDER SELLER BRANDS

Part A: List of Hotels as at December 31, 2015

Part B: Inventory of Rooms at Closing

SCHEDULE 2

REAL PROPERTY

Part A: Company Leased Real Property

Part B: Company Owned Real Property

SCHEDULE 3

TRANSFERRED SUBSIDIARIES

SCHEDULE 4

PRE-CLOSING RESTRUCTURING

SCHEDULE 5

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AMENDED AND RESTATED SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this “*Agreement*”), dated as of 14 December, 2014 and amended and restated as of 25 January, 2016, is by and among China Lodging Group, Limited, an exempted company incorporated under the laws of the Cayman Islands having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the “*Company*”), and AAPC Hong Kong Limited, a company incorporated under the laws of Hong Kong having its registered office address at Room 803, 8th Floor, AXA Centre, 151, Gloucester Road, Wan Chai, Hong Kong (the “*Investor*”). Unless otherwise defined, capitalized terms used in this Agreement are defined in clause 11 or in the Master Purchase Agreement (as defined below); references to a “*Schedule*” are, unless otherwise specified, to a Schedule attached to this Agreement.

WHEREAS, the Company has entered into a Master Purchase Agreement with Investor dated as of 14 December, 2014 and amended and restated as of the date hereof (“*Master Purchase Agreement*”) pursuant to which the Company will purchase interests in certain Hong Kong entities with underlying operations in Hong Kong, Macau, PRC, Taiwan and Mongolia and acquire such other rights as detailed therein (the “*Consideration*”), in consideration for the issuance of Ordinary Shares as described herein.

WHEREAS, the Master Purchase Agreement sets out the terms of the purchase of the Hong Kong entities by the Purchaser but provides that the terms of the purchase of shares of the Company shall be described in a separate purchase agreement.

WHEREAS, the parties hereto (a) entered into a securities purchase agreement dated as of December 14, 2014 (the “*Original SPA*”), and (b) have agreed to amend and restate the Original SPA on the terms set forth herein.

WHEREAS, the Company and the Investor are executing and delivering this Agreement in reliance upon the exemption from registration afforded by Regulation S as promulgated under the Securities Act (“*Regulation S*”).

WHEREAS, the Company desires to issue and sell to the Investor and the Investor desires to purchase from the Company, upon the terms and conditions stated in this Agreement, the Purchased Shares and Top-Up Shares, if any (as both are defined below).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor respectively agree, as follows:

1. Agreement to Sell and Purchase Securities.

1.1 At the Closing, subject to the terms and conditions of this Agreement, the Investor will purchase from the Company, and the Company will issue and sell to the Investor, the Purchased Shares in consideration for the Consideration.

1.2 The parties agree and acknowledge that it is the desire of Investor and the Company that at the Closing, Investor would own 10% of the Pro Forma Share Capital and that as of the date hereof, the Purchased Shares (if issued as of the date hereof) would represent a smaller percentage of the Company's issued and outstanding shares. The parties agree that (i) subject to the standstill restrictions contained in the Non-Competition Agreement, the Investor may purchase Ordinary Shares or ADSs prior to the Closing ("**Public Purchases**"); and (ii) at the Closing, subject to the terms and conditions of this Agreement, at the election of the Investor, to be made in writing to the Company no later than three Business Days prior to Closing (which election shall specify the number of Top-Up Shares to be purchased by the Investor at the Closing) the Company shall issue and sell to the Investor, and the Investor shall purchase, the number of Top-Up Shares the Investor elects to purchase (subject to the limitation on the possible number of Top-Up Shares set forth in the definition of "Top-Up Shares" set forth herein), at a price per Ordinary Share of \$6.2625 ("**Top-Up Share Price**") (all as adjusted for share splits, share dividends, combinations, recapitalizations and the like).

2. Closing of Sale and Purchase of Securities.

2.1 The purchase and delivery of the Purchased Shares and the Top-Up Shares, if any, shall take place at the same location as Closing (as defined in the Master Purchase Agreement) at a closing (the "**Closing**") on the Closing Date.

2.2 At the Closing, the Company will deliver or cause to be delivered to the Investor:

(a) one or more duly executed share certificates in original form, registered in the name of the Investor, together with a certified true copy of the register of the members of the Company, evidencing that the Purchased Shares and the Top-Up Shares, if any, have been issued and sold to the Investor;

(b) a certificate of an officer of the Company dated the Closing Date, certifying that the conditions specified in clause 3.2(a) have been fulfilled;

(c) a certificate of an officer of the Company dated the Closing Date, certifying the capitalization of the Company as of the close of trading on the last Business Day immediately preceding the Closing Date and all such other matters described in clause 4.5, including without limitation, a list of all authorized, reserved and issued and outstanding securities of the Company and any Options, Convertible Securities or any other legally binding commitments to authorize, reserve or issue any securities or any instrument that could convert into any securities of the Company;

(d) a copy of resolutions (the "**Board Resolutions**") adopted by the Board of Directors approving (i) the transactions contemplated by this Agreement, including without limitation, the issuance of the Purchased Shares and Top-Up Shares, if any, (ii) the appointment of a director designated by the Investor to the Board of Directors of the Company, effective upon Closing, and (iii) any Cayman Islands filing requirements with respect thereto; and

(e) a certificate of the Secretary of the Company, dated as of the Closing Date, (i) certifying the Board Resolutions, (ii) certifying the current version of the Articles, and (iii) certifying as to the signatures and authority of persons signing the Transaction Documents and related documents on behalf of the Company.

2.3 At the Closing, the Investor shall deliver or cause to be delivered to the Company:

(a) the Consideration, in the manner described in the Master Purchase Agreement;

(b) a certificate of an officer of the Investor dated the Closing Date, certifying that the conditions specified in clause 3.3(a) have been fulfilled (each an “*Investor Certificate*”); and

(c) an amount equal to the product of the number of Top-Up Shares multiplied by the Top-Up Share Price, in the event that the Company is required to issue any Top-Up Shares under clause 1.2, to a bank account designated by the Company no less than three Business Days prior to the Closing.

3. Conditions to Closing.

3.1 Conditions Precedent to Obligations of the Investor and the Company on the Closing Date. The Company’s obligation to issue the Purchased Shares and Top-Up Shares at the Closing and the obligation of the Investor to purchase and pay for the Purchased Shares and Top-Up Shares to be sold to it at the Closing are subject to the fulfillment prior to or at the Closing of the following conditions, any or all of which may be waived in writing at the option of both the Company and the Investor:

(a) Investment Not Prohibited. On the Closing Date, the purchase of the Purchased Shares by the Investor shall not be enjoined (temporarily or permanently) under, prohibited by or contrary to any injunction, order or decree applicable to the Investor or the Company.

(b) Master Purchase Agreement and other Transaction Documents. Simultaneously with the Closing, the parties and/or their Affiliates shall consummate the transactions and actions to be consummated at the closing of the Master Purchase Agreement, including without limitation the due execution and delivery of, and the taking (or waiver) of any actions required at or prior to Closing pursuant to, all Transaction Documents.

3.2 Conditions Precedent to Obligations of the Investor on the Closing Date. The obligation of the Investor to purchase and pay for the Purchased Shares and the Top-Up Shares, if any, to be sold to it at the Closing is subject to the fulfillment prior to or at the Closing of the following conditions, any or all of which may be waived in writing at the option of the Investor:

(a) Representations, Warranties, Covenants and Agreements. (I) (1) The representations and warranties of the Company contained herein that are made as of the date hereof or as of a specific date: (i) that are qualified by “material”, “materiality”, “Material Adverse Effect” or other terms of similar import (“**Materiality Qualifiers**”) shall be true and correct in all respects, or (ii) that are not qualified by Materiality Qualifiers shall be true and correct in all material respects, in each case when made or as of the specific date made; (2) the representations and warranties of the Company contained herein that are not made as of a specific date, as updated by any matters disclosed in any SEC Filings with respect to events that occurred after the date hereof (“**Subsequent Disclosed Events**”) (i) that are qualified by Materiality Qualifiers shall be true and correct as of the Closing in all respects, or (ii) that are not qualified by Materiality Qualifiers shall be true and correct as of the Closing in all material respects, and (3) the Subsequent Disclosed Events, shall not have, individually or in the aggregate, caused or resulted in a Material Adverse Effect; and (II) the Company shall have performed and complied in all material respects with all, and not be in material breach or default under any, agreements, covenants and obligations contained in this Agreement or any of the Transaction Documents that the Company is required to perform or comply with on or before the Closing Date.

(b) Corporate Approvals. The Company will have duly approved the execution, delivery and performance of this Agreement, including without limitation, the issuance of the Purchased Shares and the Top-Up Shares, if any, to the Investor.

(c) Material Licenses. All Authorizations required by the Company to enable it to carry on its business as currently operated (other than Authorizations the absence of which would not materially affect the ability of the Company to conduct its business in the ordinary course and consistent with past practice) have been obtained or effected and are in full force and effect, and no such Authorization shall have expired, lapsed, terminated or revoked, except if such expiration, lapse, termination or revocation would not materially affect the ability of the Company to run its business as currently operated.

(d) Board Member. The Board of Directors of the Company will have appointed a person designated by the Investor to the Board of Directors of the Company, effective as of Closing.

3.3 Conditions Precedent to Obligations of the Company on the Closing Date. The Company’s obligation to issue the Purchased Shares and the Top-Up Shares, if any, at the Closing is subject to the fulfillment prior to or at the Closing of the following conditions, any or all of which may be waived in writing at the option of the Company:

(a) Representations, Warranties, Covenants and Agreements. The representations and warranties of the Investor contained herein shall be true and correct in all material respects as of the date when made and as of the Closing as though made on and as of such date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date); and the Investor shall have performed and complied with all, and not be in material breach or default under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

4. Representations and Warranties of the Company. The Company hereby represents and warrants as of the date hereof (except for the representations and warranties that speak as of a specific date, which shall be made as of such date) to the Investor as follows:

4.1 Organization and Qualification. The Company is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with the requisite power and legal authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation of any of the provisions of its certificate of incorporation or Articles, bylaws or other organizational or charter documents. The Company is duly qualified to do business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

4.2 Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery by the Company of each of the Transaction Documents to which it is a party and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company and no further consent or action is required by the Company or its Board of Directors or shareholders. Each of the Transaction Documents to which it is a party has been (or upon delivery will be) duly executed by the Company and each Transaction Document executed by the Company, or when delivered in accordance with the terms hereof, will, constitute the valid and binding obligation of the Company, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

4.3 Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than any filings required by the Securities Act to disclose the material terms of the Transaction Documents.

4.4 No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby do not, and will not, (i) conflict with or violate any provision of its Articles or other governance documents, (ii) conflict with, or constitute a default (or an event that 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 (with or without notice, lapse of time or both) of, or result in the creation of any lien, security interest, charge or encumbrance upon any of its properties or assets under the terms or conditions of, any agreement, credit facility, debt or other instrument (evidencing the Company's debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, except to the extent that such conflict, default, termination, amendment, acceleration or cancellation right would not reasonably be expected to have a Material Adverse Effect, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including, assuming the accuracy of the representations and warranties of the Investor set forth in clause 5 hereof, federal and state securities laws and regulations and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject, including all applicable Trading Markets), or by which any property or asset of the Company is bound or affected, except to the extent that such violation would not reasonably be expected to have a Material Adverse Effect or would reasonably be expected to materially adversely affect the ability of the Company to consummate the transactions contemplated by this Agreement.

4.5 Purchased Shares and Top-Up Shares. The Purchased Shares and the Top-Up Shares are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens (other than restrictions on transfer imposed by the Articles (as in effect as of the date of this Agreement), applicable federal and state securities laws or provided for in the terms of the Transaction Documents) and will not be subject to preemptive or similar rights of shareholders. No vote of any class or series of capital stock of or any equity interests in the Company is necessary to approve the issuance of the Purchased Shares and Top-Up Shares, if any, or any other matter or agreement included in any of the Transaction Documents. Assuming the accuracy of the representations and warranties of the Investor, the Purchased Shares and Top-Up Shares, if any, will be issued in compliance with all applicable federal and state securities laws.

4.6 Capitalization. The authorized, issued and outstanding capital stock of the Company is as of 24 November 2014, (i) 8,000,000,000 Ordinary Shares are authorized and 249,946,087 Ordinary Shares (“**Represented Capital**”) are issued and outstanding; (ii) 1,000,000,000 Preferred Shares are authorized, none of which are issued and outstanding; and (iii) 100,000,000 ADSs are authorized and 33,431,294 ADSs are issued and outstanding and the Company does not have any other class of shares or equity securities authorized or issued. As of 24 November 2014, 133,725,176 Ordinary Shares have been deposited with the depository which has issued 33,431,294 ADSs representing such Ordinary Shares. As of the date hereof and as of the Closing Date, all outstanding shares of capital stock and ADSs are duly authorized, validly issued, fully paid and non-assessable and have been issued in compliance in all material respects with all applicable securities laws. As of the date hereof, the Company has reserved 32,000,000 Ordinary Shares for issue pursuant to the Existing Share Incentive Plans, pursuant to which (i) the Company has issued 14,729,520 Ordinary Shares issued in respect of options already granted and exercised, (ii) options granted but not vested represent a total of 924,755 Ordinary Shares, (iii) options granted and vested but not yet exercised represent a total of 4,737,632 Ordinary Shares, (iv) restricted stock granted and vested represent a total of 1,011,688 Ordinary Shares, (v) restricted stock but not vested represent a total of 1,475,486 Ordinary Shares, and (vi) a maximum of 16,258,792 Ordinary Shares may still be issued by the Company. Subject to the previous sentence, the Company did not have outstanding on the date hereof any other Options, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or entered into any agreement giving any Person any right to subscribe for or acquire or the right to have redeemed or purchased, any Company Securities, including without limitation, the Purchased Shares or the Top-Up Shares, if any, or securities or rights convertible or exchangeable into any Ordinary Shares. Except as disclosed in SEC Filings, and except for customary adjustments as a result of stock dividends, share splits, combinations of shares, reorganizations, recapitalizations, reclassifications or other similar events, as of the date hereof and as of the Closing Date, there are no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in any agreement providing rights to security holders) and the issuance and sale of the Purchased Shares and the Top-Up Shares, if any, will not obligate the Company to issue any Company Securities to any Person (other than the Investor) and will not result in a right of any holder of securities to adjust the exercise, conversion, exchange or reset price under such securities.

4.7 SEC Filings: Financial Statements.

(a) The Company has filed all SEC Filings required to be filed by it under the Exchange Act for the period from January 1, 2012 to the date hereof, on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Filings prior to the expiration of any such extension.

(b) As of their respective dates (or, if amended or superseded by a filing prior to the date hereof, then on the date of such filing), the SEC Filings filed by the Company complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Filings, when filed (or, if amended or superseded by a filing prior to the date hereof, then on the date of such filing) by the Company, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except to the extent that such SEC Filings may have been subsequently amended or supplemented to correct such misstatement or omission.

(c) The audited financial statements of the Company included in the SEC Filings comply in all material respects with United States generally accepted account principles and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or, if amended or superseded by a filing prior to the Closing Date, then on the date of such filing).

4.8 Material Changes. During the period beginning on the date of the latest audited financial statements included within the SEC Filings filed by the Company on or prior to the date of this Agreement, and ending on the date of this Agreement, except as disclosed in such SEC Filings (other than forward-looking statements, risk factors and others statements cautionary in nature), (i) there was no event, occurrence or development that, individually or in the aggregate, had, or would result in, a Material Adverse Effect), (ii) none of the Company Parties altered its method of accounting or changed its auditors, (iii) none of the Company Parties declared or made any dividend or distribution of cash or other property to its shareholders, in their capacities as such, or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, and (iv) none of the Company Parties issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock-based plans. The Company does not have pending before the SEC any request for confidential treatment of information.

4.9 Compliance with US Securities Laws. Neither the Company, any of its Affiliates or any Person acting on its or their behalf has offered, sold, or solicited orders or offers to buy, or otherwise has taken any other action or has negotiated in respect of, any security of the Company under circumstances that would require the registration of the Purchased Shares or the Top-Up Shares under the Securities Act.

4.10 Private Placement. Neither the Company nor any of its Affiliates nor, any Person acting on the Company's behalf has, directly or indirectly, at any time within the past six months, made any offer or sale of any security or solicitation of any offer to buy any security under circumstances that would (i) eliminate the availability of the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale by the Company of the Purchased Shares as contemplated hereby, or (ii) cause the offering of the Purchased Shares and Top-Up Shares pursuant to the Transaction Documents to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or shareholder approval provisions, including, without limitation, under the rules and regulations of any Trading Market. Assuming the accuracy of the representations and warranties of the Investor set forth in clause 5, no registration under the Securities Act is required of the offer and sale of the Purchased Shares by the Company to Investor as contemplated hereby. The sale and issuance of the Purchased Shares and Top-Up Shares hereunder does not contravene the rules and regulations of any Trading Market on which the ADSs are listed or quoted.

4.11 Listing and Maintenance Requirements. The Company has not, in the twelve months preceding the date hereof, received notice (written or oral) from any Trading Market on which the Ordinary Shares or ADSs are or have been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is in compliance with all such listing and maintenance requirements and, to the Company's knowledge, there are no circumstances that could reasonably be expected to result in any breach or non-compliance of such requirements.

4.12 Registration Rights. Except as disclosed in the SEC Filings, the Company has not granted or agreed to grant to any Person any rights (including "piggy-back" registration rights) to have any securities of the Company registered with the SEC or any other governmental authority that have not expired or been satisfied or waived. Except as disclosed in SEC filings, the Company is not restricted or limited in any way, pursuant to any agreement or otherwise, from granting the registration rights to be granted to the Investor under the Registration Rights Agreement.

4.13 Absence of Litigation. Except as disclosed in the SEC Filings (other than forward-looking statements, risk factors and others statements cautionary in nature), to the Company's knowledge, there is no action, suit, claim, Proceeding, inquiry or investigation, before or by any court, public board, government agency, self-regulatory organization or body pending or, to the Company's knowledge, threatened against or affecting the Company that would be reasonably likely, individually or in the aggregate, to result in a Material Adverse Effect.

4.14 Material Licenses. Except as would not be reasonably likely, individually or in the aggregate, to result in a Material Adverse Effect, (i) each of the Company and its Subsidiaries has obtained all Authorizations required to enable it to carry on its business as currently operated and such Authorizations are in full force and effect, and (ii) neither the Company nor any Subsidiary has received any notice challenging the validity of or of any proceedings relating to the revocation or modification of, any such Authorizations.

4.15 Compliance. Except as disclosed in the SEC Filings, (i) none of the Company Parties is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by any of them under) in any material respect, nor has any Company Party received written notice of a material claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) none of the Company Parties is in material violation of any order of any court, arbitrator or governmental body, and (iii) none of the Company Parties is and neither has been in material violation of any statute, rule or regulation of any Governmental Authority.

4.16 Internal Accounting Controls. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

4.17 Sarbanes-Oxley Act. The Company is in compliance in all respects with applicable requirements of the Sarbanes-Oxley Act of 2002 and applicable rules and regulations promulgated by the SEC thereunder, except where such noncompliance would not have, individually or in the aggregate, a Material Adverse Effect.

4.18 Transactions With Affiliates and Employees. Except as set forth in the SEC Filings made on or prior to the date hereof, none of the officers or directors of the Company and, to the Company's knowledge, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary or to a presently contemplated transaction (other than for services as employees, officers and directors) that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities Act.

4.19 Conduct of Business. Neither the Company nor any Subsidiary, nor, to the Company's knowledge, any of its directors, officers, employees, agents or other Persons acting on behalf of the Company or any Subsidiary has, in the course of its actions for, or on behalf of, the Company or any Subsidiary: (a) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to foreign or domestic political activity; (b) made any direct or indirect unlawful payments to any foreign or domestic governmental officials or employees from corporate funds; (c) violated in any material respect any provision of any anti-corruption or similar laws of any applicable jurisdiction; or (d) made any other unlawful payment to any foreign or domestic government official or employee.

4.20 Reliance by Investor. The Company acknowledges that the Investor will rely upon the truth and accuracy of, and the Company's (and the Company's Subsidiaries') compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Company set forth herein.

4.21 Intellectual Property. Except as set forth in the SEC Filings, neither the Company nor any of its Subsidiaries has received any notice of and there is no pending or, to the Company's knowledge, any threatened material action, suit, proceedings or claims by others that any of them infringe or otherwise violate any intellectual property rights of any other person.

5. Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company as follows:

5.1 Organization; Authority. The Investor is an entity duly organized and validly existing and under the laws of the jurisdiction of its organization with the requisite corporate, partnership or other power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The Investor is an indirect wholly-owned subsidiary of Seller Parent. The purchase by the Investor of the Purchased Shares and Top-Up Shares hereunder has been duly authorized by all necessary corporate, partnership or other action on the part of the Investor. This Agreement has been duly executed and delivered by the Investor and constitutes the valid and binding obligation of the Investor, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

5.2 No Public Sale or Distribution. The Investor is acquiring the Purchased Shares and the Top-Up Shares in the ordinary course of business for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered under the Securities Act or under an exemption from such registration and in compliance with applicable federal and state securities laws, and the Investor does not have a present arrangement to effect any distribution of the Purchased Shares or the Top-Up Shares to or through any person or entity. The Investor understands that the Purchased Shares and the Top-Up Shares may not, absent an applicable exemption, be transferred without registration and/or qualification under the Securities Act and applicable state securities laws and the laws of any other applicable jurisdiction.

5.3 Investor Status. At the time the Investor was offered the Purchased Shares and the Top-Up Shares, it was, and at the date hereof it is, an “accredited investor,” as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act, or a “qualified institutional buyer” as defined in Rule 144A(a) under the Securities Act. The Investor is not a registered broker dealer registered under Section 15(a) of the Exchange Act, or a member of the Financial Regulatory Authority, Inc. (“**FINRA**”) or an entity engaged in the business of being a broker dealer. Except as otherwise disclosed in writing to the Company on or prior to the date of this Agreement, the Investor is not affiliated with any broker dealer registered under Section 15(a) of the Exchange Act, or a member of FINRA or an entity engaged in the business of being a broker dealer. Neither the Investor nor any of its Affiliates hold any shares in the Company or Ctrip.

5.4 Offshore Transaction. The Investor is a resident of Hong Kong and is not a U.S. person under the meaning of Regulation S. At the time of completion, execution and delivery of this Agreement and the time of any offer to the Investor to purchase the Purchased Shares and the Top-Up Shares hereunder, the Investor was physically present outside the United State and the offer and sale of the Purchased Shares the Top-Up Shares being made to the Investor by the Company were made by the Company to the Investor outside of the United States. The Investor hereby certifies to the Company that it is not acquiring the Purchased Shares or the Top-Up Shares for the account or benefit of any U.S. person.

5.5 No Hedging. Prior to Closing, neither the Investor nor any of its Affiliates will, directly or indirectly hold or maintain any short position in or engage in hedging transactions with respect to any class of share capital of the Company or any other securities of the Company, other than in accordance with the Securities Act. The Investor may purchase Ordinary Shares or ADSs prior to the Closing, as provided in clause 1.2.

5.6 General Solicitation. The Investor is not purchasing the Purchased Shares or the Top-Up Shares as a result of any advertisement, article, notice or other communication regarding the Purchased Shares or the Top-Up Shares published in any newspaper, magazine or similar media, broadcast over television or radio, disseminated over the internet or presented at any seminar or any other general solicitation or general advertisement.

5.7 Experience of Investor. The Investor, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Purchased Shares and the Top-Up Shares, and has so evaluated the merits and risks of such investment. The Investor understands that it must bear the economic risk of this investment in the Purchased Shares and the Top-Up Shares indefinitely, and is able to bear such risk and is able to afford a complete loss of such investment.

5.8 Access to Information. The Investor acknowledges that it has reviewed the Disclosure Materials, and all other materials the Investor deemed necessary for the purpose of making an investment decision with respect to the Purchased Shares and the Top-Up Shares, and has been afforded: (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the Company’s business, management and financial affairs and terms and conditions of the offering of the Purchased Shares the Top-Up Shares and the merits and risks of investing in the Purchased Shares the Top-Up Shares; (ii) access to information (including material non-public information) about the Company and its Subsidiaries and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. The Investor has evaluated the risks of investing in the Purchased Shares and the Top-Up Shares, understands there are substantial risks of loss incidental to the investment and has determined that it is a suitable investment for itself.

5.9 No Governmental Review. The Investor understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Purchased Shares or the Top-Up Shares or the fairness or suitability of the investment in the Purchased Shares or the Top-Up Shares nor have such authorities passed upon or endorsed the merits of the offering of the Purchased Shares or the Top-Up Shares.

5.10 Reliance on Exemptions. The Investor understands that the Purchased Shares and the Top-Up Shares have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance upon specific exemptions from the registration requirements of federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations and warranties of the Investor set forth herein in order to determine the availability of such exemptions and the eligibility of the Investor to acquire the Purchased Shares or the Top-Up Shares.

5.11 Absence of Litigation. To the Investor's knowledge, there is no action, suit, claim, Proceeding, inquiry or investigation, before or by any court, public board, government agency, self-regulatory organization or body pending or, to the Investor's knowledge, threatened against or affecting the Investor or any of its Affiliates that would be reasonably likely individually or in the aggregate to impair or delay the ability of the Investor, Seller Parent or any of their Affiliates to consummate the transactions contemplated by this Agreement.

5.12 No Conflicts. The execution, delivery and performance by the Investor of this Agreement and the consummation by the Investor of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of the Investor or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Investor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Investor, except in the case of clauses (ii) and (iii) above, for such that are not material to the transactions contemplated by this Agreement and do not otherwise affect the ability of the Investor to consummate the transactions contemplated hereby.

5.13 Legends. It is understood that certificates evidencing the Purchased Shares and the Top-Up Shares may bear any legend as required by the Blue Sky laws of any state.

5.14 Reliance by Company. The Investor acknowledges that the Company will rely upon the truth and accuracy of, and the Investor's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Investor set forth herein.

6. Restrictions on Transfer, Other Agreements of the Parties.

6.1 Legends and other Matters.

(a) Restrictive Legends. Any certificate or other document issued in respect of any Purchased Shares and Top-Up Shares shall be endorsed with the legend set forth below:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED (1) ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER THE SECURITIES ACT (2) ABSENT AN OPINION OF COUNSEL TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR THAT SUCH TRANSACTION COMPLIES WITH THE RULES PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR, (3) EXCEPT IN A TRANSACTION IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, AND ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER BY THE TERMS OF AN AMENDED AND RESTATED NON-COMPETITION AGREEMENT, DATED AS OF 25 JANUARY 2016, ENTERED INTO AMONG THE COMPANY AND THE OTHER PARTIES THERETO, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF SUCH COMPANY.”

(b) The Company shall maintain a copy of this Agreement and any amendments thereto on file in its principal offices, and will make such copy available during normal business hours for inspection to any party thereto or will provide such copy to the Investor or any transferee upon its or their request. Whenever the legend requirements imposed by this clause 6.1 shall terminate, as provided in clause 6.2, the respective holders of Purchased Shares and Top-Up Shares for which such legend requirements have terminated shall be entitled to receive from the Company, at the Company's expense, certificates representing the Purchased Shares and Top-Up Shares without such legend.

6.2 Notice of Transfer, Opinions of Counsel. Each holder of the Purchased Shares and Top-Up Shares bearing the restrictive legend set forth in clause 6.1 above (a “**Restricted Security**”), agrees with respect to any transfer of such Restricted Security to give to the Company (a) written notice describing the transferee and the circumstances, if any, necessary to establish the availability of an exemption from the registration requirements of the Securities Act or any state law and (b) upon reasonable request by the Company to such transferring holder, an opinion of counsel (at the expense of such holder), which is knowledgeable in securities law matters (including in-house counsel), in form and substance reasonably satisfactory to the Company to the effect that the proposed transfer of such Restricted Security may be effected without registration of such Restricted Security under the Securities Act or any state law. If for any reason the Company (after having been furnished with the opinion required to be furnished pursuant to this clause 6.2), shall fail to notify such holder within ten Business Days after such holder shall have delivered such notice of opinion to the Company that, in its or its counsel’s opinion, the transfer may not be legally effective (the “**Illegal Transfer Notice**”), such holders shall thereupon be entitled to transfer the Restricted Security as proposed. If the holder of the Restricted Security delivers to the Company an opinion of counsel (including in-house counsel or regular counsel to the Investor or its investment adviser) which is in form and substance reasonably satisfactory to the Company that subsequent transfers of such Restricted Security will not require registration under the Securities Act or any state law, and the Company does not provide the holders with an Illegal Transfer Notice as set forth above, the Company will within a reasonable period after such contemplated transfer, deliver new certificates for such Restricted Security which do not bear the Securities Act legend set forth in clause 6.1(a) above. The restrictions imposed by this clause 6 upon the transferability of any particular Restricted Security shall cease and terminate when such Restricted Security has been sold pursuant to an effective registration statement under the Securities Act or transferred pursuant to Rule 144 promulgated under the Securities Act. The holder of any Restricted Security as to which such restrictions shall have terminated shall be entitled to receive from the Company a new security of the same type but not bearing the restrictive Securities Act legend set forth in clause 6.1 and not containing any other reference to the restrictions imposed by this clause 6. Notwithstanding any of the foregoing, no opinion of counsel will be required to be rendered pursuant to this clause 6.2 with respect to the transfer of any securities on which the restrictive legend has been removed in accordance with this clause 6.2. As used in this clause 6.2, the term “transfer” encompasses any sale, transfer or other disposition of any securities referred to herein.

6.3 Lock Up and Standstill Restrictions. Investor acknowledges that the Purchased Shares and Top-Up Shares are subject to certain lockup and standstill restrictions set forth in the Non-Competition Agreement.

7. Board Representation.

7.1 Effective at Closing, the size of the Board shall increase by one (1) director, and subject to the conditions described in the Voting and ROFR Agreement to be executed at the Closing, (a) such vacancy shall be filled by a person who is designated by Investor (the “Investor Director”) and who shall have no criminal record and the appointment of which shall not cause the Company to violate any anti-corruption rules or to lose any material licenses, and (b) such person shall, unless removed by Investor or otherwise as provided in clause 7.2 below or for cause, serve as a duly appointed director of the Company. Each subsequent designee of Investor shall be nominated by the Board for election by the Board or the shareholders to the Board, and if so appointed, shall serve as a duly appointed director of the Company all as set forth and subject to the conditions described in the Voting and ROFR Agreement to be executed at the Closing.

7.2 From the date hereof, the Company shall procure that, on or prior to, and as a condition to, its issuance of any Securities (other than in connection with the grant and exercise of options and Restricted Stock under the Company's Existing Share Incentive Plans, provided that the Company shall ensure that no exercise of (i) options or (ii) issuance (to the extent such issuance dilutes the ownership of Winner Crown (as defined in the Voting and ROFR Agreement) for the purposes of Article 86(1B) of the Articles) or vesting of Restricted Stock would result in Winner Crown ceasing to be entitled, pursuant to Article 86(1B) of the Articles, to appoint two directors to the Board, at any time prior to the convening of the first meeting of the shareholders of the Company after the Closing), the Articles will be amended as provided in the Voting and ROFR Agreement to take effect from and after the Closing, provided that such obligation shall permanently terminate upon the earliest to occur of any termination event with respect to such right of board representation as provided in clause 2 or clause 8 of the Voting and ROFR Agreement other than pursuant to clause 8.1(a) therein. In addition, in the event the Company consummates any statutory merger, scheme of arrangement or other similar event, the obligations in clauses 7.1 and 7.2 shall bind any successor in interest to the Company.

7.3 The references to the Voting and ROFR Agreement herein shall be to all relevant provisions of the Voting and ROFR Agreement (including those relevant to the termination of the Investor's right of board representation provided herein) regardless of whether or not the Voting and ROFR Agreement is then in effect or has been terminated.

7.4 For the avoidance of doubt, the provisions of this clause 7 shall survive the Closing until terminated as provided herein.

8. Succession. If at any time prior to Closing or the termination of this Agreement, the Founder leaves his position as chairman and chief executive officer of the Company, or ceases to be responsible for overall management of the Company, or any of his material duties or responsibilities are assigned to any other person including but not limited to by reason of his death, disability, retirement, termination of employment, or amendment of the terms of his employment as chief executive officer (the "**Founder Departure**"), the Company shall (w) notify the Investor within 10 days thereof, (x) if the Founder Departure is prior to the Closing, procure that a representative designated by the Investor be appointed as a non-voting observer who shall have all the rights as other members of such committee other than the right to vote (the "**Investor Observer**") of the nomination committee of the Board (or, if no such committee is established, as a non-voting observer of the Company's Board of Directors) or such other committee of the Board authorized to appoint his successor or any person assuming any of his material duties or responsibilities ("**Nomination Committee**"), and (y) promptly (and no later than the time such information is provided to any other members of the Board or its nomination committee) share with the Investor Observer or Investor Director all relevant information with respect to any potential candidates provided to any other members of the Board or its nomination committee.

9. Further Assurance. Prior to Closing, the Company shall not grant any Person any registration rights on terms and conditions that contradict or conflict with the registration rights to be granted to the Investor at Closing pursuant to the Registration Rights Agreement.

10. Termination.

10.1 This Agreement shall terminate automatically upon termination of the Master Purchase Agreement, and may also be terminated at any time prior to the Closing:

(a) by the Investor if, between the date hereof and the Closing: (i) any representations and warranties of the Company contained in this Agreement (x) that are not qualified by “materiality” or “Material Adverse Effect” shall not have been true and correct in all material respects when made or (y) that are qualified by “materiality” or “Material Adverse Effect” shall not have been true and correct when made, (ii) the Company shall not have complied in all material respects with the covenants or agreements contained in this Agreement to be complied with by it and such non-compliance cannot be cured by Closing, or (iii) the Company makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Company seeking to it as bankrupt or insolvent, or seeking its liquidation, winding up or reorganization, or seeking any arrangement, adjustment, protection, relief or composition of its debts under any Law relating to bankruptcy, insolvency or reorganization;

(b) by the Company if, prior to the Closing, the Investor makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Investor seeking to adjudicate any of them as bankrupt or insolvent, or seeking any of their liquidation, winding up or reorganization, or seeking any arrangement, adjustment, protection, relief or composition of any of their debts under any Law relating to bankruptcy, insolvency or reorganization;

(c) by the Investor if the Company makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Company seeking to adjudicate any of them as bankrupt or insolvent, or seeking any of their liquidation, winding up or reorganization, or seeking any arrangement, adjustment, protection, relief or composition of any of their debts under any Law relating to bankruptcy, insolvency or reorganization.

(d) by either the Investor or the Company if the Closing shall not have occurred by the Long-Stop Date; provided, however, that the right to terminate this Agreement under this clause 10.1(d)(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(e) by either the Investor or the Company in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable; or

(f) by the mutual written consent of the Investor and the Company.

10.2 In the event of termination of this Agreement as provided in clause 10.1, all rights and obligations of the parties shall cease immediately upon termination except that (i) termination will not affect the then accrued rights and obligations of the parties (including the right to damages for breach, if any, given rise to the termination and any other pre-termination breach by any party), and (ii) termination will be without prejudice to the continued application of clause 12, and any provision of this Agreement which is expressed to come into effect on, or to continue in effect after, that termination (and all provisions relevant to the interpretation and enforcement thereof), will remain in full force and effect.

11. Definitions

As used herein the following terms have the following respective meanings:

“**\$**” means United States Dollars, the lawful currency of the United States of America.

“**ADSs**” means the American Depositary Shares, par value US\$0.0001 each, each representing four Ordinary Shares, issued by the Company.

“**Affiliate**” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 144.

“**Agreement**” has the meaning set forth in the preamble, as amended, modified or supplemented from time to time, together with any exhibits, schedules, appendices or other attachments thereto.

“**Articles**” means memorandum and articles of association of the Company, as amended, restated and/or supplemented from time to time.

“**Authorization**” means any authorization, consent, approval, resolution, license, exemption, filing, notarization, lodgement or registration related to a Governmental Authority or otherwise. .

“**Board**” or “**Board of Directors**” means the board of directors of the Company.

“**Business Day**” means any day that is not a Saturday, Sunday or other day in which banks are not required or authorized to be closed in New York City, New York.

“**Closing**” has the meaning set forth in clause 2.1.

“**Closing Date**” means the date and time of the Closing, which shall occur on the date of the closing of the Master Purchase Agreement, provided that all conditions precedent set forth in clause 3 are satisfied or waived by the applicable parties or such other date and time as is mutually agreed to by the Company and the Investor.

“**Company**” has the meaning set forth in the preamble.

“**Company Parties**” means each of the Company and its Subsidiaries from time to time.

“**Company Securities**” means the Ordinary Shares, the Preferred Shares, the ADSs and any other securities that may be issued by the Company from time to time.

“ **Consideration** ” has the meaning set forth in the recitals.

“ **Convertible Securities** ” means any evidence of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for shares in the share capital of the Company, but excluding Options.

“ **date of this Agreement** ” or “ **date hereof** ” or any similar phrase shall refer to the date this Agreement was originally signed (14 December 2014).

“ **Disclosure Materials** ” means all SEC Filings filed from time to time by the Company, this Agreement and the Schedule to this Agreement.

“ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended.

“ **Existing Share Incentive Plans** ” means the Amended and Restated 2007 Global Share Plan approved by the members of the Company on 12 December 2007, the Amended and Restated 2008 Global Share Plan approved by the members of the Company on 31 October 2008, and the Amended and Restated 2009 Share Incentive Plan approved by the members of the Company on 1 October 2009, as amended on 26 August 2010 and 26 March 2015 (without taking into account any further increase in the number of options or Restricted Stock issuable thereunder after the date of amendment and restatement of this Agreement (25 January 2016)).

“ **FINRA** ” has the meaning set forth in clause 5.3.

“ **Founder** ” means Mr. Qi Ji, the Chairman of the Company.

“ **Governmental Authority** ” means any governmental or quasi-governmental authority including, without limitation, any federal, state, territorial, county, municipal or other governmental or quasi-governmental agency, board, branch, bureau, commission, court, department or other instrumentality or political unit or subdivision, whether domestic or foreign.

“ **Illegal Transfer Notice** ” has the meaning set forth in clause 6.2.

“ **Investor** ” has the meaning set forth in the preamble.

“ **Investor Certificate** ” has the meaning set forth in clause 2.3(b).

“ **Lien** ” means any security interest, pledge, hypothecation, mortgage, lien (including environmental and tax liens), violation, charge, lease, license, encumbrance, servient easement, adverse claim, reversion, reverter, preferential arrangement, restrictive covenant, condition or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

“ **Long-Stop Date** ” has the meaning ascribed to such term in the Master Purchase Agreement, subject to any delay of such date pursuant to clause 6.16(b) therein.

“ **Losses** ” means any and all losses, claims, damages, liabilities, settlement costs and expenses, including, without limitation, reasonable attorneys’ fees.

“ **Material Adverse Effect** ” means a material adverse effect on (1) the results of operations, assets, business or financial condition of the Company and the Subsidiaries taken as a whole on a consolidated basis, or (2) the ability of the Company or its Affiliates to consummate the transactions contemplated hereby and by the Transaction Documents in accordance with the terms hereof and thereof on a timely basis; provided, that, none of the following alone or taken together with any other changes or effects shall be deemed, in and of itself, to constitute a Material Adverse Effect: (a) a change in the market price or trading volume of the ADSs; (b) changes in general business, economic or political conditions or changes affecting the industry or segments thereof in which the Company operates generally (as opposed to Company-specific changes), including legal and regulatory changes, so long as such changes do not have a disproportionate effect on the Company and its Subsidiaries taken as a whole; (c) events, circumstances, changes or effects affecting the financial, credit or securities markets where the Company conducts operations, including changes in interest rates or foreign exchange rates; (d) events, circumstances, changes or effects attributable to the consummation of the transactions contemplated by, or the announcement of the execution of, this Agreement or any Transaction Documents; (e) strikes, slowdowns or work stoppages; (f) any reduction in the price of services or products offered by the Company or any of its Subsidiaries in response to the reduction in price of comparable services or products offered by a competitor; (g) any event, circumstance, change or effect caused by acts or armed hostility, sabotage, terrorism or war (whether or not declared), including any escalation or worsening thereof, (h) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides or other natural disasters, weather conditions, explosions or fires or other force majeure events; (i) changes or modifications in applicable accounting principles or applicable law or the interpretation or enforcement thereof; (j) the failure by the Company or any of its Subsidiaries to meet any internal or industry estimates, expectations, forecasts, projections or budgets for any period; (k) any event, circumstance, change or effect that results from any actions taken or not taken pursuant to or in accordance with this Agreement or any Transaction Documents or at the request of the Investor; and (l) any event, circumstance, change or effect relating to or arising out of any matter set forth in the SEC Filings filed prior to the date hereof by the Company, this Agreement and the Schedules hereto (other than forward-looking statements, risk factors and others statements cautionary in nature).

“ **Non-Competition Agreement** ” means the non-competition agreement dated 14 December 2014 and amended and restated as of the date hereof, by and between Accor S.A., the Company, the Investor and Qi Ji.

“ **Options** ” means any outstanding rights, warrants or options to subscribe for or purchase Ordinary Shares or other securities of the Company.

“ **Ordinary Shares** ” means ordinary shares issued by the Company with par value \$0.0001 per share.

“ **Person** ” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and any other legal entity.

“ **Preferred Shares** ” means preferred shares issued by the Company with par value \$0.0001 per share.

“ **Pro Forma Share Capital** ” means the sum of (i) the Represented Capital (or, if the Represented Capital was incorrect, the actual number of issued and outstanding Ordinary Shares as of 24 November 2014), (ii) 1,640,872 Ordinary Shares, being the number of Ordinary Shares projected to be issued pursuant to the exercise of Options prior to the Closing, and (iii) the number of Purchased Shares, as adjusted for share splits, share dividends, combinations, recapitalizations and the like.

“ **Proceeding** ” means an action, claim, suit, investigation or proceeding (including, without limitation, a partial proceeding, such as a deposition), whether commenced or threatened in writing.

“ **Property** ” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“ **Purchased Shares** ” means 24,895,543 Ordinary Shares (or such lesser number as provided under clause 6.16 of the Master Purchase Agreement) (as adjusted for share splits, share dividends, combinations, recapitalizations and the like).

“ **Registration Rights Agreement** ” means the Investor and Registration Rights Agreement to be entered between the Company and the Investor relating to the registration of the Purchased Shares as described in the Master Purchase Agreement.

“ **Regulation S** ” has the meaning set forth in the recitals.

“ **Restricted Security** ” has the meaning set forth in [clause 6.2](#).

“ **Rule 144** ” means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

“ **SEC** ” means the United States Securities and Exchange Commission.

“ **SEC Filings** ” means all reports filed from time to time by the Company under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, together with any materials filed or furnished by the Company under the Exchange Act, whether or not any such reports were required, including the exhibits thereto and documents incorporated by reference therein.

“ **Securities** ” means any securities issued by the Company (including without limitation, Ordinary Shares, Preferred Shares, ADSs) and any options to acquire any such securities and any securities that are convertible into any of them.

“ **Securities Act** ” means the Securities Act of 1933, and the rules and regulations of the SEC promulgated thereunder, as from time to time amended.

“ **Subsidiary** ” means any entity in which the Company, directly or indirectly, owns a majority of the outstanding equity and/or control.

“ **Top-Up Share Price** ” has the meaning set forth in clause 1.2(ii).

“ **Top-Up Shares** ” means the number of Ordinary Shares to be purchased by Investor at Closing for cash pursuant to clause 1.2(ii), which shall not exceed the lesser of (a) 3,941,091 Ordinary Shares less any Public Purchases (each number as adjusted for share splits, share dividends, combinations, recapitalizations and the like) and (b) a number of Ordinary Shares that, when taken together with the Purchased Shares and any Public Purchases, would represent 10% of the aggregate of the Pro Forma Share Capital and the Top-Up Shares.

“ **Trading Market** ” means whichever of the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market or OTC Bulletin Board on which the ADSs is listed or quoted for trading on the date in question.

“ **Transaction Documents** ” shall have the meaning given to it in the Master Purchase Agreement.

“ **Voting and ROFR Agreement** ” means the Deed of Voting and ROFR to be entered between the Investor, Mr. Qi Ji and various other parties.

12. Miscellaneous.

12.1 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The parties shall equally bear any transfer agent fees, stamp taxes and other taxes and duties levied in connection with the sale and issuance of the Purchased Shares and the Top-Up Shares.

12.2 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules. For the avoidance of doubt, this Agreement should be read in conjunction with the Master Purchase Agreement and therefore: (i) a default under this Agreement would constitute a default under the Master Purchase Agreement; (ii) the termination of any of these two agreements prior to their consummation shall automatically cause the termination of the other agreement; and (iii) the existence of remedies, indemnities, etc. that may apply to situations covered by both agreements shall not entitle any party to remedies pursuant to both agreements with respect to the same breach(es).

12.3 Notices. All notices, consents, approvals, waivers or other communications (each, a “ **Notice** ”) required or permitted shall be in writing and shall be deemed given when received by: (i) delivery personally or by commercial messenger; (ii) via a recognized overnight courier service, or (iii) facsimile or email transmission; in each case so long as such Notice is addressed to the intended recipient thereof as set forth below:

If to the Company:

China Lodging Group, Limited
c/o Offshore Codan Trust Company (Cayman) Limited
Cricket Square, Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

Email: jiqi@huazhu.com

Fax: +86 21 959536

Attention: Qi Ji

With a copy (which shall not constitute notice but is required) to:

Shearman & Sterling LLP
12th Floor East Tower, Twin Towers
B-12 Jianguomenwai Dajie
Beijing 100022 China

Email: lee.edwards@shearman.com

Fax: +86.10.59228081

Attention: Lee Edwards, Esq.

If to the Investor:

AAPC Hong Kong Limited
Room 803, 8th Floor, AXA Centre
151 Gloucester Road, Wanchai
Hong Kong

Email: louise.daley@accor.com

Fax: +65 6820 7081

Attention: Louise Daley

With a copy (which shall not constitute notice but is required) to:

Proskauer Rose LLP
Eleven Times Square
(Eighth Avenue & 41st Street)
New York, NY 10036-8299

Email: jhorwitz@proskauer.com

Fax: +1 212-969-2900

Attention: Jeffrey A. Horwitz, Esq.

&

Proskauer Rose
17/F, Two Exchange Square
8 Connaught Place
Central, Hong Kong

Email: ytal@proskauer.com

Fax: +852-3410-8001

Attention: Yuval Tal, Esq.

Any party may change its address specified above by giving each party Notice of such change in accordance with this Clause 12.3. Any Notice shall be deemed given upon actual receipt (or refusal of receipt).

12.4 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Investor, or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

12.5 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

12.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor. The Investor may assign its rights under this Agreement to any Person to whom the Investor assigns or transfers any Purchased Shares or Top-Up Shares, if any, in accordance with the terms of the Non-Competition Agreement, provided (i) such transferor agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company after such assignment, (ii) the Company is furnished with written notice of (x) the name and address of such transferee or assignee and (y) the Purchased Shares or Top-Up Shares, if any, with respect to which such rights are being transferred or assigned, (iii) such transferee agrees in writing to be bound, with respect to the transferred Purchased Shares or Top-Up Shares, if any, by the provisions hereof and of the Non-Competition Agreement that apply to the Investor, and (iv) such transfer shall have been made in accordance with the applicable requirements of this Agreement and of the Non-Competition Agreement and with all laws applicable thereto.

12.7 No Third-Party Beneficiaries.

(a) Except where a provision of this Agreement specifically confers rights on a class of persons or persons fitting a certain description (but subject to clause 12.7(b)), a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“**CROPTO**”) to enforce any term of this Agreement.

(b) Notwithstanding clause 12.7(a), the following persons who are not parties to this Agreement shall not have any rights under the CROPTO to enforce any term of this Agreement: (i) any owner, franchisee lessee or lessor of any hotel managed or to be managed by China Lodging Group, Limited or any of its Subsidiaries or Accor S.A. or any of its Affiliates, in their capacity as such; or (ii) any of the public shareholders from time to time of either China Lodging Group, Limited or Accor S.A. in their capacity as such; provided that the persons referred to in (i) and (ii) do not include Accor S.A., China Lodging Group, Limited, Qi Ji or any of their respective Affiliates or with respect to any rights expressly conferred upon any of them (by name or as members of a class or description) in this Agreement.

(c) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person who is not a party to this Agreement.

(d) Any person who is not a party to this Agreement shall not be entitled to assign any of its rights under this Agreement.

12.8 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong, without regard to principles of conflicts of law thereunder.

12.9 Arbitration. In the event of any controversy or dispute between or among the parties and any other persons executing this Agreement arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, and any question as to whether a particular dispute is arbitrable hereunder, the relevant parties shall attempt, promptly, diligently and in good faith, to resolve any such controversy or dispute by attending a meeting to discuss such dispute. If the parties are unable to resolve any such controversy or dispute within a reasonable time (but in no event exceeding sixty calendar days) of one party giving notice in writing to the other requesting that amicable settlement be attempted, then either party may require, by making a submission (the date of such submission, the “**Submission Date**”) to the Hong Kong International Arbitration Center (“**HKIAC**”) in Hong Kong that the controversy or dispute be finally resolved by binding arbitration administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained and as amended below (the “**Arbitration Rules**”):

- (i) The arbitration proceedings shall be conducted in Hong Kong.
- (ii) The arbitration tribunal shall consist of three arbitrators, one appointed by each party.
- (iii) A third arbitrator shall be appointed by agreement between the parties within thirty days of the Submission Date, and if such parties fail to jointly appoint the third arbitrator he shall be appointed in accordance with the Arbitration Rules.
- (iv) The arbitration proceedings shall be conducted in English.
- (v) All costs of arbitration (including arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing party, unless otherwise determined by the arbitration tribunal.
- (vi) All arbitration awards shall be final and binding.
- (vii) The parties irrevocably waive any objection which they may have now or hereafter to the laying of the venue of any suit, action or proceedings in arbitration as is referred to this clause and any claim that any such proceedings have been brought in an inconvenient or inappropriate forum.

HKIAC shall have exclusive jurisdiction with regard to all claims arising under or relating to this Agreement. Notwithstanding the foregoing, in the event that either party desires to seek an emergency temporary restraining order and/or preliminary injunction, the sixty day mediation period above shall not apply, and said party may, but shall not be required to, seek such provisional remedy in the courts of Hong Kong (and the parties irrevocably consent to the jurisdiction of such courts) or any other relevant jurisdiction in aid of the arbitration proceeding in order to prevent a continuing violation of the Agreement.

The parties hereby waive in any legal proceedings concerning or arising out of any such arbitration, including without limitation proceedings to compel arbitration, stay litigation, issue interim measures of protection including attachments, issue an injunction prior to the constitution of the arbitral tribunal, recognize or enforce an arbitral award, or enforce a court judgment issued on an arbitral award (“*Ancillary Proceedings*”) any defense of lack of personal jurisdiction or forum non conveniens or other similar doctrine and further irrevocably agree that decision in arbitration as provided above shall be conclusive and binding upon the parties and may be enforced in the courts of any jurisdiction.

All costs of arbitration or any Ancillary Proceedings (including arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing party.

All arbitration awards shall be final and binding and may be enforced in the courts of any jurisdiction. The parties agree that, if enforcement of the award (following confirmation by a Hong Kong court) is sought in China, neither party shall challenge the award or its enforceability in any court in China, if the award has been recognized by a Hong Kong court.

Each party and any other person executing this Agreement hereby unconditionally and irrevocably: (1) agrees that, should any legal action or arbitral proceeding be brought against it in relation to a dispute arising under or related to this agreement, no immunity (sovereign or otherwise) from such legal action or arbitral proceeding shall be claimed by or on behalf of itself and is hereby waived to the maximum extent permitted by law; (2) consents generally to the maximum extent permitted by law in respect of the enforcement of any order, judgment or arbitral award against it in any relevant proceedings, to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, to the maximum extent permitted by law, the making, enforcement or execution against or in respect of any property used for commercial activity whatsoever; and (3) expressly disavows and waives to the maximum extent permitted by law any right to claim sovereign immunity in connection with any proceedings to compel arbitration or any proceedings to enforce or execute upon any arbitral award arising under or related to this agreement.

12.10 Survival. The representations and warranties contained herein shall survive the Closing for the period set forth in Clause 9.01(b) of the Master Purchase Agreement.

12.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or email attachment, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or email-attached signature page were an original thereof.

12.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

12.13 Adjustments in Share Numbers. In the event of any share split, subdivision, dividend or distribution payable in Purchased Shares and/or the Top-Up Shares (or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly Purchased Shares and/or Top-Up Shares), combination or other similar recapitalization or event occurring after the date hereof, each reference in any Transaction Document to a number of shares shall be amended to appropriately account for such event.

12.14 Specific Performance. The Company acknowledges and agrees that the Investor would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by the Company could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Investor may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

12.15 Cross-Default. The parties are entering into this Agreement in conjunction with the Master Purchase Agreement, and accordingly the parties shall, as a term of this Agreement, comply with their respective obligations under the Master Purchase Agreement, and any breach by either party thereunder shall be considered a breach of this Agreement. The parties acknowledge that Section 9.07 (*Exclusive Remedies*) of the Master Purchase Agreement applies in respect of their rights and remedies in respect of any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement.

12.16 Effect of Amendment and Restatement. The parties hereto agree and acknowledge that notwithstanding the amendment and restatement of this Agreement:

(a) nothing herein shall (i) prejudice or adversely affect any right, power, authority, discretion or remedy arising under the Original SPA prior to the date of amendment and restatement of this Agreement, or (ii) discharge, release or otherwise affect any Liability or accrued rights and obligations of the parties (including the rights to damages for breach of the Original SPA) arising prior to the date of amendment and restatement of this Agreement; and

(b) the Original SPA shall be superseded by this Agreement with effect from the date of amendment and restatement of this Agreement, but in no event shall the Original SPA be construed to have been rescinded *ab initio* by virtue of the amendment and restatement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY

**EXECUTED AND DELIVERED AS A
DEED by
CHINA LODGING GROUP, LIMITED**

The Common Seal is affixed in accordance
with its articles of association

in the presence of:

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)
)
)

Common Seal

/s/ Ji Qi
Name: JI QI
Title: Chairman of the Board of Directors

Witness Signature: /s/ Rong Yuewu

Name: Rong Yuewu

Address: 2266 Hongqiao Road, 200336 Shanghai, P.R. China

Occupation: Legal Director

[Signature Page to the Amended and Restated Securities Purchase Agreement]

INVESTOR

THE COMMON SEAL of)
AAPC HONG KONG LIMITED)
was hereunto affixed in accordance with its)
articles of association)
)
)

Common Seal

/s/ Michael Issenberg
Name: Michael Issenberg
Title: Director

in the presence of:

Witness Signature: /s/ Natta Charoennaew

Name: Natta Charoennaew

Address: Blk 203 Serangoon Central
#05-80 Singapore 550203

Occupation: Legal Assistant

[Signature Page to the Amended and Restated Securities Purchase Agreement]

INVESTOR AND REGISTRATION RIGHTS AGREEMENT

THIS INVESTOR AND REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”) is made as of January 25, 2016, by and between:

- (1) China Lodging Group, Limited, a company incorporated in the Cayman Islands and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the “**Company**”);
- (2) AAPC Hong Kong Limited, a company incorporated in Hong Kong, with its registered office at Room 803, 8th Floor, AXA Centre, 151, Gloucester Road, Wan Chai, Hong Kong (the “**Investor**”).

The parties listed above are referred to herein collectively as “**Parties**” and individually as a “**Party**.”

RECITALS

- A. The Company and the Investor entered into a Securities Purchase Agreement dated 14 December 2014, which shall be amended and restated on the date hereof (the “**Purchase Agreement**”); and
- B. In connection with the Purchase Agreement and in order to induce the Investor to consummate the transactions contemplated under the Purchase Agreement, the Company and the Investors have agreed to enter into this Agreement.

WITNESSETH

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

1. Interpretation

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

“**Affiliate**” means, with respect to a specified person, a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

“**Applicable Securities Laws**” means the securities law of the United States, including the Exchange Act and the Securities Act, and any applicable securities law of any state of the United States.

“**Board**” means the board of directors of the Company.

“**Business Day**” means any day that is not a Saturday, Sunday, public holiday or other day on which commercial banks are required or authorized by law to be closed in the PRC, the Cayman Islands or the City of New York.

“ **Commission** ” means the Securities and Exchange Commission of the United States or any other federal agency at the time administering the Securities Act.

“ **Ctrip** ” means Ctrip.com International, Ltd., a company incorporated in the Cayman Islands.

“ **Ctrip Registrable Securities** ” means Ordinary Shares that are held by Ctrip as of the date hereof and subject to the Ctrip Registration Rights Agreement.

“ **Ctrip Registration Rights Agreement** ” means that certain Investor Registration Rights Agreement dated as of March 12, 2010 by and among the Company and Ctrip.

“ **Eligible Holder(s)** ” means the holder(s), which may be Investor, of a majority of the Registrable Securities.

“ **Exchange Act** ” means the United States Securities Exchange Act of 1934, as amended.

“ **Existing Registration Right Holder** ” means any holder of Ordinary Shares that are subject to that certain Amended and Restated Shareholders Agreement dated as of June 20, 2007 by and among the Company, Winner Crown Holdings Limited, Ms. Tongtong Zhao, Mr. John Jiong Wu and the other persons or entities listed on Exhibit A thereto, and not held by the Holders (including the Investor) or Ctrip.

“ **Form F-3** ” means Form F-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

“ **Form S-3** ” means Form S-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

“ **Governmental Authority** ” means any nation or government or any nation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

“ **Holder** ” means any holder of the Registrable Securities.

“ **IPO** ” means the Company’s underwritten registered initial public offering.

“ **Law** ” means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any Governmental Authority and any injunction, judgment, order, ruling, assessment or writ issued by any Governmental Authority.

“ **Ordinary Shares** ” means the ordinary shares, par value US\$0.0001, of the Company.

“ **Person** ” means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“ **PRC** ” means the People’s Republic of China, but solely for the purposes of this Agreement, excluding the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“ **Registration** ” means a registration effected by preparing and filing a Registration Statement and the declaration or ordering of the effectiveness of that Registration Statement; and the terms “Register” and “Registered” have meanings concomitant with the foregoing.

“ **Registrable Securities** ” means all of the Ordinary Shares that are registrable under the Securities Act and acquired by the Investor under the Purchase Agreement, which as of the date of determination are held by either the Investor or a wholly owned subsidiary of Accor S.A.

“ **Registration Statement** ” means a registration statement prepared on Form F-1, F-3, S-1 or S-3 under the Securities Act (including, without limitation, Rule 415 under the Securities Act).

“ **Securities Act** ” means the United States Securities Act of 1933, as amended.

“ **U.S.** ” means the United States of America.

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

2. Registration Rights.

2.1 Demand Registration .

(a) Request by Investor . If the Company shall, at any time or from time to time after the date that is twelve (12) months following the date hereof, receive a written request from the Investor or Eligible Holder(s) (which shall be on behalf of all Holders) that the Company file a Registration Statement under the Securities Act covering the registration of at least 50% of the Registrable Securities, then the Company shall use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all Registrable Securities that the Investor or Eligible Holder(s) so request to be registered and included in such registration; provided that the Company shall not be obligated to effect any such registration if the Company has, within the six-month period preceding the date of such request, already effected a registration under the Securities Act pursuant to this Section 2.1 or Section 2.3 or in which the Holders had an opportunity to participate pursuant to Section 2.2, other than a registration from which any of the Registrable Securities has been excluded (with respect to all or any portion of the Registrable Securities the Eligible Holder(s) requested be included in such registration) pursuant to Section 2.2(a). The Company shall not be obligated to effect more than three such demand registrations for the Eligible Holder(s) (cumulatively) pursuant to this Section 2.1(a).

(b) Underwriting. If the Investor or Eligible Holder(s) intend(s) to distribute the Registrable Securities covered by its (their) request by means of an underwriting, then the Investor or such Eligible Holder(s) shall so advise the Company as a part of its request made pursuant to Section 2.1(a). All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities to be covered thereby. Notwithstanding any other provision of this Section 2.1, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise the Eligible Holder(s), and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders and the Existing Registration Right Holders on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder as to which such Holder is requesting registration and the number of Ordinary Shares then outstanding held by each such Existing Registration Right Holder as to which such Existing Registration Right Holder is requesting registration; provided, however, that the Ctrip Registrable Securities may, at Ctrip's election, be included in such registration before applying any such reduction; and provided, further, that the number of Registrable Securities held by any Holder to be included in such underwriting and registration shall not be reduced unless all other securities (other than the Ctrip Registrable Securities) are first excluded from the underwriting and registration (including, without limitation, any securities which the Company may seek to include in the underwriting for its own account). If a Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Deferral. Notwithstanding the foregoing, if the Company shall furnish to the Eligible Holder(s) requesting registration pursuant to this Section 2.1(a), a certificate signed by its Chief Executive Officer stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such Registration Statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Eligible Holder(s); provided, however, that the Company may not utilize this right more than once in any twelve (12) month period; provided, further, that the Company shall not register any other of its Ordinary Shares during such twelve (12) month period. A demand right shall not be deemed to have been exercised until such deferred registration shall have been effected.

2.2 Piggyback Registrations .

(a) The Company shall notify the Investor in writing at least thirty (30) days prior to filing any Registration Statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements filed under Section 2.3 of this Agreement or relating to any employee benefit plan or a corporate reorganization), and shall afford the Holders an opportunity to include in such Registration Statement all or any part of the Registrable Securities then held by the Holders. If any Holder desires to include in any such registration statement all or any part of the Registrable Securities held by it, it shall within twenty (20) days after receipt of the above-described notice from the Company so notify the Company in writing and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. The Eligible Holder(s) may give such notice on behalf of all Holders. If any Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(b) Underwriting. If a registration statement under which the Company gives notice under Section 2.2(a) is for an underwritten offering, then the Company shall so advise the Investor. In such event, the right of any Holder to have its Registrable Securities included in a registration pursuant to Section 2.2(a) shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. Any Holder that proposes to distribute its Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. If the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of Ordinary Shares to be underwritten, then the managing underwriter(s) may exclude Ordinary Shares from the registration and the underwriting, and the number of Ordinary Shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to Ctrip (to the extent of its Ctrip Registrable Securities), and thereafter to the Holders and the Existing Registration Right Holders, pari passu. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

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

2.3 Form F-3 Registration .

(a) In case the Company shall receive from the Eligible Holder(s) a written request or requests that the Company effect a registration on Form F-3 (and any related qualification or compliance) with respect to all or any part of the Registrable Securities owned by the Investor, then the Company shall, as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of such Registrable Securities of the Holders as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated above.

(b) Notwithstanding anything to the contrary provided above, the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.3:

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

(2) if the aggregate anticipated price to the public of any Registrable Securities which such Holders propose to sell pursuant to such registration, together with the aggregate anticipated price to the public of any other securities of the Company entitled to inclusion in such registration, is less than US\$500,000 (or the equivalent thereof in other currencies);

(3) if the Company shall furnish to the Holders a certificate signed by the Chief Executive Officer stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such Form F-3 Registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 registration statement no more than once during any twelve (12) month period for a period of not more than ninety (90) days after receipt of the request of the Investor under Section 2.3(a); provided, that the Company shall not register any of its other Shares during such ninety (90) day period; or

(4) if the Company has, within the six (6) month period preceding the date of such request, already effected a registration under the Securities Act other than a registration from which the Registrable Securities have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration) pursuant to Section 2.1(b) or Section 2.2(b).

(c) Not Demand Registration. Form F-3 registrations shall not be deemed to be demand registrations as described in Section 2.1 above. Except as otherwise provided herein, there shall be no limit on the number of times the Investor may request registration of Registrable Securities under this Section 2.3.

2.4 Expenses. All expenses, other than the underwriting discounts and selling commissions (which shall be borne by the Investor) applicable to the sale of Registrable Securities pursuant to this Agreement, incurred in connection with Registrations, filings or qualifications pursuant to this Agreement, including (without limitation) all Registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company and reasonable fees and disbursement of counsel to the Holders, shall be borne by the Company. The Company shall not, however, be required to pay for any expenses of any Registration proceeding begun pursuant to this Agreement if the Registration request is subsequently withdrawn at the request of the Eligible Holder(s).

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

(a) Registration Statement. Prepare and file with the SEC a Registration Statement with respect to such Registrable Securities, use its best efforts to cause such Registration Statement to become effective and keep such Registration Statement effective for a period of up to 120 days or, in the case of Registrable Securities registered under Form F-3 in accordance with Rule 415 under the Securities Act or a successor rule, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such 120 day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s), and (ii) in the case of any registration of Registrable Securities on Form F-3 which are intended to be offered on a continuous or delayed basis, such 120 day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

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

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

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

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering. If the Investor participates in such underwriting, the Investor shall also enter into and perform its obligations under such an agreement.

(f) Notification. Notify the Holders if Holders have Registrable Securities covered by such Registration Statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (i) the issuance of any stop order by the SEC in respect of such Registration Statement, or (ii) the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and at the request of the Investor, prepare and furnish to the Investor a reasonable number of copies of a supplement or amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Ordinary Shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing.

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

(h) Transfer Agent and CUSIP. Provide a transfer agent and registrar for all Registrable Securities covered by such registration statement and held by the Investor and, where applicable, a CUSIP number for all those Registrable Securities, in each case not later than the effective date of the Registration.

(i) Further Actions. Take all reasonable action necessary to list the Registrable Securities on the primary exchange upon which the Company’s securities are traded.

2.6 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 that each affected Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of such securities as shall be required to timely effect the Registration of its Registrable Securities.

2.7 Indemnification. In the event any Registrable Securities are included in a registration statement under this Section 2:

(a) Indemnification by the Company. To the extent permitted by law, the Company shall indemnify and hold harmless the Holders, each of their respective partners, officers, directors, legal counsel, any underwriter (as defined in the Securities Act), and each Person, if any, who controls any Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against all losses, claims, damages and liabilities (joint or several; or actions, proceedings or settlements in respect thereof) to which they may become subject under laws which are applicable to the Company and relate to action or inaction required of the Company in connection with any registration, qualification or compliance, insofar as such losses, claims, damages or liabilities (or actions, proceedings or settlements in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a “**Violation**”):

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

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Applicable Securities Law, or any rule or regulation promulgated under the Applicable Securities Law; and the Company shall reimburse the Investor, and its respective partners, officers, directors, legal counsel, underwriter and controlling Person for any legal or other expenses reasonably incurred by them, as such expenses are incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 2.7(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by the Investor, partner, officer, director, legal counsel, underwriter or controlling Person of such Investor.

(b) Indemnification by each Holder. To the extent permitted by law, each Holder shall, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the Securities Act and any underwriter, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling Person underwriter may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any of the following statements, omissions or Violations, in each case to the extent (and only to the extent) that such statement, omission or Violation occurs (without correction prior to the effectiveness of such registration, qualification or compliance) in sole reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration:

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

(ii) omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, and the Investor shall reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling Person or underwriter in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 2.7(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Investor, which consent shall not be unreasonably withheld; and provided, further, that except for liability for willful fraud or misrepresentation, in no event shall any indemnity under this Section 2.7(b) exceed the net proceeds received by the Investor in such registration.

(c) **Notice.** Promptly after receipt by an indemnified party of notice of the commencement of any action (including any governmental action), such indemnified party shall, if a claim in respect thereof is to be made against any indemnifying party, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, as incurred, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding.

(d) **Survival; Consents to Judgments and Settlements.** The obligations of the Company and any Holder under this Section 2.7 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

2.8 No Registration Rights to Third Parties. Without the prior written consent of the Investor, the Company covenants and agrees that from and after the date hereof it shall not grant, or cause or permit to be created, for the benefit of any Person any registration rights of any kind relating to any securities of the Company that is more favorable to such third-party than those have been granted to the Investor.

2.9 Rule 144 Reporting. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3, the Company agrees to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the date hereof;

(b) File with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) So long as any Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, or its qualification as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and (iii) such other reports and documents of the Company as the Investor may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3.

2.10 Termination. The Company shall have no obligations to register any Registrable Securities proposed to be sold by any Holder if, in the written opinion of counsel to the Company (with such opinion to be addressed to the Investor), all such Registrable Securities proposed to be sold by such Holder may then be freely sold without registration and without restriction (including volume limitations) pursuant to Rule 144 promulgated under the Securities Act.

3. Miscellaneous.

3.1 Governing Law . This Agreement shall be governed by and construed under the Laws of the State of New York, without regard to principles of conflicts of law thereunder.

3.2 Arbitration .

(a) In the event of any controversy or dispute between or among the Parties and any other persons executing this Agreement arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, and any question as to whether a particular dispute is arbitrable hereunder, the relevant parties shall attempt, promptly, diligently and in good faith, to resolve any such controversy or dispute by attending a meeting to discuss such dispute. If the Parties are unable to resolve any such controversy or dispute within a reasonable time (but in no event exceeding 60 calendar days) of one Party giving notice in writing to the other requesting that amicable settlement be attempted, then either Party may require, by making a submission (the date of such submission, the "Submission Date") to the Hong Kong International Arbitration Center ("HKIAC") in Hong Kong that the controversy or dispute be finally resolved by binding arbitration administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained and as amended below (the "Arbitration Rules"):

(i) The arbitration proceedings shall be conducted in Hong Kong.

(ii) The arbitration tribunal shall consist of three arbitrators, one appointed by each Party.

(iii) A third arbitrator shall be appointed by agreement between the Parties within thirty days of the Submission Date, and if such Parties fail to jointly appoint the third arbitrator he shall be appointed in accordance with the Arbitration Rules.

(iv) The arbitration proceedings shall be conducted in English.

(v) All costs of arbitration (including arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing Party, unless otherwise determined by the arbitration tribunal.

(vi) All arbitration awards shall be final and binding.

(vii) The Parties irrevocably waive any objection which they may have now or hereafter to the laying of the venue of any suit, action or proceedings in arbitration as is referred to this clause and any claim that any such proceedings have been brought in an inconvenient or inappropriate forum.

(b) HKIAC shall have exclusive jurisdiction with regard to all claims arising under or relating to this Agreement. Notwithstanding the foregoing, in the event that either Party desires to seek an emergency temporary restraining order and/or preliminary injunction, the 60-day mediation period above shall not apply, and said Party may, but shall not be required to, seek such provisional remedy in the courts of Hong Kong (and the parties irrevocably consent to the jurisdiction of such courts) or any other relevant jurisdiction in aid of the arbitration proceeding in order to prevent a continuing violation of this Agreement.

(c) The Parties hereby waive in any legal proceedings concerning or arising out of any such arbitration, including without limitation proceedings to compel arbitration, stay litigation, issue interim measures of protection including attachments, issue an injunction prior to the constitution of the arbitral tribunal, recognize or enforce an arbitral award, or enforce a court judgment issued on an arbitral award (“Ancillary Proceedings”) any defense of lack of personal jurisdiction or forum non conveniens or other similar doctrine and further irrevocably agree that decision in arbitration as provided above shall be conclusive and binding upon the Parties and may be enforced in the courts of any jurisdiction.

(d) All costs of arbitration or any Ancillary Proceedings (including arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing Party.

(e) All arbitration awards shall be final and binding and may be enforced in the courts of any jurisdiction. The Parties agree that, if enforcement of the award (following confirmation by a Hong Kong court) is sought in the PRC, neither Party shall challenge the award or its enforceability in any court in the PRC, if the award has been recognized by a Hong Kong court.

(f) Each Party and any other person executing this Agreement hereby unconditionally and irrevocably: (1) agrees that, should any legal action or arbitral proceeding be brought against it in relation to a dispute arising under or related to this agreement, no immunity (sovereign or otherwise) from such legal action or arbitral proceeding shall be claimed by or on behalf of itself and is hereby waived to the maximum extent permitted by law; (2) consents generally to the maximum extent permitted by law in respect of the enforcement of any order, judgment or arbitral award against it in any relevant proceedings, to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, to the maximum extent permitted by law, the making, enforcement or execution against or in respect of any property used for commercial activity whatsoever; and (3) expressly disavows and waives to the maximum extent permitted by law any right to claim sovereign immunity in connection with any proceedings to compel arbitration or any proceedings to enforce or execute upon any arbitral award arising under or related to this agreement.

3.3 Counterparts . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

3.4 Notices . Any notice required or permitted pursuant to this Agreement shall be given to the other Party pursuant to Section 11.02 of the Master Purchase Agreement.

3.5 Headings and Titles . Headings and titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.6 Expenses . If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

3.7 Entire Agreement; Amendments and Waivers . This Agreement (including any Schedules or Exhibits hereto) constitutes the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof, and supersedes all other agreements between or among any of the Parties with respect to the subject matter hereof. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of both Parties.

3.8 Severability . If a provision of this Agreement is held to be unenforceable under applicable Laws, such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.9 Further Assurances . The Parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the intent of this Agreement.

3.10 Rights Cumulative . Each and all of the various rights, powers and remedies of a Party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.

3.11 No Waiver . Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

3.12 No Presumption . The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CHINA LODGING GROUP, LIMITED

By: /s/ Ji Qi _____

Name: JI QI

Title: Chairman of the Board of Directors

[Signature page to the Investor and Registration Rights Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

AAPC HONG KONG LIMITED

By: /s/ Louise Maree Daley

Name: Louise Maree Daley

Title: Director

[Signature page to the Investor and Registration Rights Agreement]

List of subsidiaries of China Lodging Group, Limited

List of Subsidiaries**Directly-Owned Subsidiaries:**

Shanghai HanTing Hotel Management Group, Ltd. (PRC)
HanTing Xingkong (Shanghai) Hotel Management Co., Ltd. (PRC)
Yiju (Shanghai) Hotel Management Co., Ltd. (PRC)
HanTing (Tianjin) Investment Consulting Co., Ltd. (PRC)
China Lodging Holdings (HK) Limited (Hong Kong)
China Lodging Holdings Singapore Pte. Ltd. (Singapore)
City Home Group Limited (Cayman)
China Lodging Investment Limited (Cayman)
Sheen Step Group Limited (Seychelles)
CLG Special Investments Limited (Cayman)

Indirectly-Owned Subsidiaries:**1. 100% Owned Subsidiaries**

1.1 Shanghai HanTing Decoration and Engineering Co., Ltd.
1.2 Shanghai Yiju Hotel Management Co., Ltd.
1.3 Shanghai Aiting Hotel Management Co., Ltd.
1.4 Shanghai Senting Hotel Management Co., Ltd.
1.5 Shanghai Yuanting Hotel Management Co., Ltd.
1.6 Shanghai Ningting Hotel Management Co., Ltd.
1.7 Shanghai Guiting Hotel Management Co., Ltd.
1.8 Shanghai Yiting Hotel Management Co., Ltd.
1.9 Shanghai Songting Hotel Management Co., Ltd.
1.10 Shanghai Xiting Hotel Management Co., Ltd.
1.11 Shanghai Jiating Hotel Management Co., Ltd.
1.12 Shanghai Hanhao Hotel Management Co., Ltd.
1.13 Shanghai Yuanting Hotel Management Co., Ltd.
1.14 Shanghai Yangting Hotel Management Co., Ltd.
1.15 Shanghai Baoting Hotel Management Co., Ltd.
1.16 Shanghai Yaogu Shangwu Hotel Management Co., Ltd.
1.17 Shanghai Changting Hotel Management Co., Ltd.
1.18 Shanghai Changting Hotel Management Co., Ltd.
1.19 Shanghai Qinting Hotel Management Co., Ltd.
1.20 Suzhou HanTing Hotel Management Co., Ltd.
1.21 Suzhou Lishan Yatai Hotel Management Co., Ltd.
1.22 Suzhou Yiting Hotel Management Co., Ltd.
1.23 Beijing Beixie Hongyun Hotel Management Co., Ltd.
1.24 Beijing Jiating Hotel Management Co., Ltd.
1.25 Beijing Dongting Hotel Management Co., Ltd.
1.26 Beijing Anting Hotel Management Co., Ltd.
1.27 Beijing Yueting Hotel Management Co., Ltd.
1.28 Hangzhou Senting Hotel Management Co., Ltd.
1.29 Hangzhou Yishitan Investment and Management Co., Ltd.
1.30 Hangzhou Qiuting Hotel Management Co., Ltd.
1.31 Guangzhou Mengting Hotel Management Co., Ltd.
1.32 Guangzhou Meiting Hotel Management Co., Ltd.

- 1.33 Guangzhou Huiting Hotel Management Co., Ltd.
 - 1.34 Tianjin Xingting Hotel Management Co., Ltd.
 - 1.35 Tianjin HanTing Xingkong Hotel Management Co., Ltd.
 - 1.36 Tianjin Yiting Hotel Management Co., Ltd.
 - 1.37 Shenyang Maruika Hotel Management Co., Ltd.
 - 1.38 Shenyang Futing Hotel Management Co., Ltd.
 - 1.39 Wuhan HanTing Hotel Management Co., Ltd.
 - 1.40 Wuhan Changting Hotel Management Co., Ltd.
 - 1.41 Shenzhen HanTing Hotel Management Co., Ltd.
 - 1.42 Shenzhen Shenting Hotel Management Co., Ltd.
 - 1.43 Kunshan Lishan Hotel Management Co., Ltd.
 - 1.44 Ningbo Jiangdong Meijia City Hotel Co., Ltd.
 - 1.45 Yiwu HanTing Hotel Management Co., Ltd.
 - 1.46 Nanning HanTing Hotel Management Co., Ltd.
 - 1.47 Shanghai Hegao Hotel Management Co., Ltd.
 - 1.48 Xiamen Xiating Hotel Co., Ltd.
 - 1.49 Zibo HanTing Hotel Management Co., Ltd.
 - 1.50 Beijing HanTing Jiamei Hotel Management Co., Ltd.
 - 1.51 Xi'an HanTing Fukai Hotel Management Co., Ltd.
 - 1.52 Qingdao HanTing Hotel Management Co., Ltd.
 - 1.53 Shanghai Lanting Hotel Management Co., Ltd.
 - 1.54 Shanghai baiting Hotel Management Co., Ltd.
 - 1.55 Shanghai Jiangting Hotel Management Co., Ltd.
 - 1.56 Shanghai Zhenting Hotel Management Co., Ltd.
 - 1.57 Shanghai HanTing Guancheng Hotel Management Co., Ltd.
 - 1.58 Chengdu HanTing Hotel Management Co., Ltd.
 - 1.59 Shanghai Yiju Hotel Management Co., Ltd.
 - 1.60 Wuxi Yiju Hotel Management Co., Ltd.
 - 1.61 Hangzhou HanTing Kuaijie Hotel Management Co., Ltd.
 - 1.62 Beijing Yaoting Hotel Management Co., Ltd.
 - 1.63 Beijing Xiting Hotel Management Co., Ltd.
 - 1.64 Shanghai HanTing Service Apartment Hotel Management Co., Ltd.
 - 1.65 Shanghai Meiting Hotel Management Co., Ltd.
 - 1.66 Beijing HanTing Hotel Management Co., Ltd.
 - 1.67 Beijing HanTing Ruijing Hotel Management Co., Ltd.
 - 1.68 Shanghai Yuyi Hotel Management Co., Ltd.
 - 1.69 Shanghai Liansheng Hotel Management Co., Ltd.
 - 1.70 Shanghai Yate Zhongtan Hotel Management Co., Ltd.
 - 1.71 Shanghai Haoting Hotel Management Co., Ltd.
 - 1.72 Shanghai Luting Hotel Management Co., Ltd.
 - 1.73 Beijing Zhongting Hotel Management Co., Ltd.
 - 1.74 Taiyuan Xinting Hotel Management Co., Ltd.
 - 1.75 Nanchang Yinting Hotel Management Co., Ltd.
 - 1.76 Nantong Botong Hotel Co., Ltd.
 - 1.77 Taiyuan Ruiting Yingze Hotel Management Co., Ltd.
 - 1.78 Shanghai Yate Hotel Management Co., Ltd.
 - 1.79 Shanghai Rongting Hotel Management Co., Ltd.
 - 1.80 Shanghai Minting Hotel Management Co., Ltd.
 - 1.81 HanTing Technology (Suzhou) Co., Ltd.
 - 1.82 Hanting (Shanghai) Enterprise Management Co., Ltd.
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1.83 Xiamen Tingju Hotel Co., Ltd.
1.84 Shanghai Pengting Hotel Management Co., Ltd.
1.85 Nanjing Futing Hotel Management Co., Ltd.
1.86 Suzhou Yongchangjiahe Hotel Management Co., Ltd.
1.87 Hangzhou Anting Hotel Management Co., Ltd.
1.88 Dalian Yuanyang Sikelai Hotel Co., Ltd.
1.89 Guangzhou Chengting Hotel Management Co., Ltd.
1.90 Guangzhou Xiuting Hotel Management Co., Ltd.
1.91 Hangzhou Muting Hotel Management Co., Ltd.
1.92 Shanghai Xinting Hotel Management Co., Ltd.
1.93 Xiamen Jiangting Hotel Co., Ltd.
1.94 Hanting Hesheng (Suzhou) Hotel Management Co., Ltd.
1.95 Guangzhou Shangbin Hotel Co., Ltd.
1.96 Baotoushi Anting Hotel Management Co., Ltd.
1.97 Huazhu Hotel Management Co., Ltd.
1.98 Starway Hotels (Hong Kong) Co., Ltd.
1.99 Starway Hotels (Shanghai) Co., Ltd.
1.100 Shanghai Yinting Hotel Management Co., Ltd.
1.101 Xi'an Fengting Hotel Management Co., Ltd.
1.102 Shanghai Lingting Hotel Management Co., Ltd.
1.103 Xiamen Wuting Hotel Co., Ltd.
1.104 Nanjing Ningru Hotel Management Co., Ltd.
1.105 Beijing Duoting Hotel Management Co., Ltd.
1.106 ACL Greater China Limited (Hong Kong)
1.107 Jiangsu Mengguang Information and Technology Co., Ltd.
1.108 Mengguang Information and Technology (Shanghai) Co., Ltd.
1.109 Shanghai Huiting Hotel Management Co., Ltd.
1.110 Shanghai Xinting Hotel Management Co., Ltd.
1.111 Shanghai Fanting Hotel Management Co., Ltd.
1.112 Shanghai Qinting Hotel Management Co., Ltd.
1.113 Shanghai Keting Hotel Management Co., Ltd.
1.114 Shanghai Hongting Hotel Management Co., Ltd.
1.115 Shanghai Shangting Hotel Management Co., Ltd.
1.116 Wuxi Meixin Hotel Co., Ltd.
1.117 Hangzhou Yilai Hotel Chain Co., Ltd.
1.118 Hangzhou Maolu Yilai Hotel Co., Ltd.
1.119 Hangzhou Yuejuan Yilai Hotel Co., Ltd.
1.120 Hangzhou Yueli Yilai Hotel Co., Ltd.
1.121 Hangzhou Yueting Yilai Hotel Co., Ltd.
1.122 Hangzhou Qiandaohu Yilai Resort Co., Ltd.
1.123 Hangzhou Yuexiu Yilai Hotel Co., Ltd.
1.124 Jinan Hanting Hotel Management Co., Ltd.
1.125 Kunming Xiting Hotel Management Co., Ltd.
1.126 Shanghai Haoting Hotel Management Co., Ltd.
1.127 Shanghai Hongxi Hotel Management Co., Ltd.
1.128 Shanghai Tongji Hotel Management Co., Ltd.
1.129 Hangzhou Ansheng Hotel Management Co., Ltd.
1.130 Guangzhou Zhongting Quanji Hotel Management Co., Ltd.
1.131 City Home Hotel Management Co., Ltd.
1.132 Shanghai Huazhu Hanting Xiyue Electronic Commerce Co., Ltd.

- 1.133 Huazhu Enterprise Management Co., Ltd.
- 1.134 Shanghai Aiqu Enterprise Management Co., Ltd.
- 1.135 Huazhu Investment (Shanghai) Co., Ltd.
- 1.136 Shanghai Duting Hotel Management Co., Ltd.
- 1.137 Wantong Yiguan (Beijing) Hotel Management Co., Ltd.
- 1.138 Shanghai Wu Qin Equity Fund Co., Ltd.
- 1.139 Shenzhen Huazhu Huijia E-Commerce Co., Ltd.
- 1.140 Shanghai Jizhu Investment Management Co., Ltd.
- 1.141 Shanghai Chunting Hotel Management Co., Ltd.
- 1.142 Shanghai Chengjia Property Management Co. Ltd.
- 1.143 Zhengzhou Maohua Express Hotel Co. Ltd.
- 1.144 Ibis China Investment Limited (Hong Kong)
- 1.145 Ibis Chengdu Kehua Hotel Limited
- 1.146 Ibis Chengdu Yongfeng Hotel Limited
- 1.147 Ibis Xiamen Hotel Limited
- 1.148 Ibis Ya'an Hotel Limited
- 1.149 Ibis Tianjin Teda Hotel Limited
- 1.150 Ibis Wuxi Hotel Limited
- 1.151 Ibis Shanghai Lianyang Hotel Limited
- 1.152 Ibis Nanjing Hotel Limited
- 1.153 Ibis Suzhou SIP Hotel Limited
- 1.154 Yagao Meihua Hotel Management Co., Ltd.
- 1.155 Baotou IBIS Hotel Co., Ltd.
- 1.156 Chengdu Shuncheng IBIS Hotel Co., Ltd.
- 1.157 Jiangmen IBIS Hotel Co., Ltd.

2. Majority-Owned Subsidiaries (all PRC companies)

- 2.1 Beijing HanTing Shengshi Hotel Management Co., Ltd.
 - 80% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.2 Beijing HanTing Dongfang Hotel Management Co., Ltd.
 - 99% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.3 Hangzhou Hemei HanTing Hotel Management Co., Ltd.
 - 65% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.4 Hangzhou Heju HanTing Hotel Management Co., Ltd.
 - 65% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.5 Hangzhou Heting Hotel Management Co., Ltd.
 - 65% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.6 Shanghai Kailin Hotel Management Co., Ltd.
 - 65% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.7 Nantong HanTing Zhongcheng Hotel Co., Ltd.
 - 95% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.8 Chengdu HanTing Yangchen Hotel Management Co., Ltd.
 - 51% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.9 Suzhou Kangjia Shangwu Hotel Management Co., Ltd.
 - 51% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.10 Wuxi HanTing Hotel Management Co., Ltd.
 - 55% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.11 Taiyuan HanTing Jiangnan Hotel Management Co., Ltd.
 - 55% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.12 Shenzhen HanTing Shiji Hotel Management Co., Ltd.
 - 90% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.13 Changsha Changting Hotel Management Co., Ltd.
 - 51% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.14 Guilin Lishan Huiming Hotel Management Co., Ltd.
 - 79% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
 - 2.15 Shanghai HuiGu GangWan Hotel Management Co., Ltd.
 - 65% equity interests owned by HanTing Xingkong (Shanghai) Hotel Management Co., Ltd.
 - 2.16 Shanghai Huiting Hotel Management Co., Ltd.
 - 55.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.
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2.17 Zhuhai Manneijiali Investment Development Company Limited
- 70% equity interest owned by Huazhu Hotel Management Co., Ltd.

2.18 Xi'an Shengting Hotel Management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.19 Chongqing Yiting Hotel Management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.20 Xi'an Bangting Hotel Management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.21 Nanjing Leting Hotel Management Co., Ltd.
- 80% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.22 Shanghai Suting Hotel Management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.23 Xianyang Dingcheng Hanting Hotel Co., Ltd.
- 60.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.24 Urumqi Qiting Hotel management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.25 Urumqi Luting Hotel management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.26 Chengdu Changting Hotel management Co., Ltd.
- 80.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.27 Chengdu Yvting Hotel management Co., Ltd.
- 60.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.28 Baoding Lianting Hotel management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.29 Wuhushi Ronghe Hotel management Co., Ltd.
- 99.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.30 Wuhu Jiangting Hotel management Co., Ltd.
- 98.00% equity interests owned by Shanghai HanTing Hotel Management Group, Ltd.

2.31 Nanjing Yangting Hotel Management Co., Ltd.
- 99.00% equity interests owned by Huazhu Hotel Management Co., Ltd.

2.32 Changzhi Huating Hotel Management Co., Ltd.
- 99.00% equity interests owned by Huazhu Hotel Management Co., Ltd.

2.33 Xi'an Jvting Hotel Management Co., Ltd.
- 90.00% equity interests owned by Huazhu Hotel Management Co., Ltd.

2.34 Shanghai Moting Hotel Management Co., Ltd.
- 51.00% equity interests owned by Huazhu Hotel Management Co., Ltd.

2.35 Wenzhou Hanting Quanji Hotel Management Co., Ltd.
- 98.00% equity interests owned by Huazhu Hotel Management Co., Ltd.

2.36 Nanjing Starway Hotel Management Co., Ltd.
- 95.00% equity interests owned by Starway Hotels (Shanghai) Co., Ltd.

2.37 Xi'an Quanji Maoting Hotel Management Co., Ltd.
- 51.00% equity interests owned by Huazhu Hotel Management Co., Ltd.

2.38 Huazhu Xingshun (Suzhou) Tourism Investment Co., Ltd.
- 55.00% equity interests owned by Huazhu Hotel Management Co., Ltd.

2.39 Henan Zhongzhou Express Hotel Investment Co., Ltd.
- 85% equity interest owned by Huazhu Hotel Management Co., Ltd.

2.40 Wenzhou Yaozhu Hotel Management Co., Ltd.
- 60% equity interest owned by Huazhu Hotel Management Co., Ltd.

2.41 Shanghai Junrui Hotel Co., Ltd.
- 60% equity interest owned by Huazhu Hotel Management Co., Ltd.

2.42 Guangzhou Didu Hotel Management Co., Ltd.
- 95% equity interest owned by Huazhu Hotel Management Co., Ltd.

2.43 Zhengzhou Tiancheng Express Hotel Co. Ltd.
- 65% equity interest owned by Henan Zhongzhou Express Hotel Investment Co., Ltd.

2.44 Jiao zuo Zhongzhou Express Hotel Co. Ltd.
- 100% equity interest owned by Henan Zhongzhou Express Hotel Investment Co., Ltd.

2.45 Suzhou Zhongzhou Express Hotel Co. Ltd.
- 100% equity interest owned by Henan Zhongzhou Express Hotel Investment Co., Ltd.

2.46 Shanghai Yuchuang Investment Management Co. Ltd.
- 80% equity interest owned by Huazhu Hotel Management Co., Ltd.

**Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Min (Jenny) Zhang, certify that:

1. I have reviewed this annual report on Form 20-F of China Lodging Group, Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 20, 2016

By: /s/ Min (Jenny) Zhang

Name: Min (Jenny) Zhang

Title: Chief Executive Officer

**Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Teo Nee Chuan, certify that:

1. I have reviewed this annual report on Form 20-F of China Lodging Group, Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 20, 2016

By: /s/ Teo Nee Chuan

Name: Teo Nee Chuan

Title: Chief Financial Officer

**Certification Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

April 20, 2016

The certification set forth below is being submitted to the Securities and Exchange Commission in connection with the Annual Report on Form 20-F for the year ended December 31, 2015 (the "Report") of China Lodging Group, Limited (the "Company") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Min (Jenny) Zhang, the Chief Executive Officer of the Company, and Teo Nee Chuan, the Chief Financial Officer of the Company, each certifies that, to the best of his or her knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Min (Jenny) Zhang

Name: Min (Jenny) Zhang
Title: Chief Executive Officer

/s/ Teo Nee Chuan

Name: Teo Nee Chuan
Title: Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-8 (File No. 333-166179, 333-192295 and 333-203460) of our reports dated April 20, 2016, relating to (1) the financial statements and financial statement schedules of China Lodging Group, Limited and its subsidiaries (the "Group") (which report expresses an unqualified opinion and includes an explanatory paragraph regarding the translation of Renminbi amounts to U.S. dollar amounts for the convenience of the readers in the United States of America), and (2) the effectiveness of the Group's internal control over financial reporting, appearing in the Annual Report on Form 20-F of China Lodging Group, Limited for the year ended December 31, 2015.

/s/Deloitte Touche Tohmatsu Certified Public Accountants LLP
Deloitte Touche Tohmatsu Certified Public Accountants LLP
Shanghai, China

April 20, 2016
