

委托协议及授权委托书

PROXY AGREEMENT AND POWER OF ATTORNEY

本委托协议及授权委托书（“本协议”）于 2014 年__1__月__28__日由以下各方于北京订立：

This Proxy Agreement and Power of Attorney (this “Agreement”) is entered into in Beijing as of _January 28_, 2014 by and among the following parties:

- (1) 北京联众家园网络科技有限责任公司（“外资企业”），一家根据中华人民共和国（“中国”）法律在中国北京注册成立的外商独资企业；

Beijing Lianzhong Garden Network Technology Co., Ltd. (the “WFOE”), a wholly foreign-owned enterprise registered in Beijing, the People’s Republic of China (“China” or “PRC”), under the laws of China;

- (2) 北京联众互动网络股份有限公司（“联众股份”），一家根据中国法律在中国北京注册成立的内资公司；和

Beijing Lianzhong Co., Ltd. (“Beijing Ourgame”), a domestic company registered in Beijing, China, under the laws of China; and

- (3) 每一位在附件 1 列明的个人（以下这样的个人单独称为一名“股东”，合称为“股东”）

each of the persons listed under Schedule 1 (each, a “Shareholder” and collectively, the “Shareholders”)

（以上外资企业、联众股份和每一位股东单独称为“一方”，合称为“各方”）。

(Each of WFOE, Beijing Ourgame and each of the Shareholders, a “Party”, and collectively the “Parties”).

序言

RECITALS

- (A) 鉴于，股东持有联众股份 100% 的股份；

WHEREAS, the Shareholders hold 100% shares in Beijing Ourgame;

- (B) 鉴于，外资企业、联众股份、股东之间订立了一系列包括独家服务总协议、业务合作协议、独家购股权协议和股份质押协议在内的协议；这一系列协议为联众股份的正常经营提供服务，同时保证外资企业对联众股份具有全面、持续、有效的控制；

WHEREAS, the WFOE, Beijing Ourgame and the Shareholders have entered into a series of contractual arrangements, including a master exclusive service agreement, a business cooperation agreement, an exclusive option agreement and a share pledge agreement; these contractual arrangements provide Beijing Ourgame with services necessary for its business operation and also ensure that the WFOE has comprehensive, continuous and effective control over Beijing Ourgame;

- (C) 鉴于，作为为联众股份的正常经营持续提供服务的对价，外资企业要求股东授权外资企业（及其继任者，包括取代外资企业的清算人，如涉及）为股东的受托人（“受托人”），由受托人全权代替股东行使其就所持联众股份之股份享有的任何及所有权利，且股东同意对外资企业给予授权委托。

WHEREAS, as the consideration for the WFOE and its affiliates to provide Beijing Ourgame with services necessary for its business operation, the WFOE has requested the Shareholders to appoint the WFOE (as well as its successors, including a liquidator, if any, replacing the WFOE) as its attorney-in-fact (“**Attorney-in-Fact**”), with full power of substitution, to exercise any and all of the rights in respect of the Shareholders’ shares in Beijing Ourgame and the Shareholders have agreed to make such appointment.

因此，基于本协议包含的前提、陈述、保证、承诺和约定，本协议各方约定如下并接受其法律效力：

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

协议

AGREEMENT

Section 1 第 1 条

每一位股东在此不可撤销地选定、委托及任用外资企业（及其继任者，包括取代外资企业的清算人，如涉及）为其受托人代表股东行使相关法律法规及联众股份的公司章程规定的就该股东所持联众股份之股份而享有的任何及所有权利，包括但不限于以下所列权利（合称“股东权利”）：

Each Shareholder hereby **irrevocably** nominates, appoints and constitutes the WFOE (as well as its successors, including a liquidator, if any, replacing the WFOE) as its Attorney-in-Fact to exercise on such Shareholder’s behalf any and all rights that such Shareholder has in respect of such Shareholder’s shares in Beijing Ourgame conferred by relevant laws and regulations and the articles of association of Beijing Ourgame, including without limitation, the following rights (collectively, “**Shareholder Rights**”):

- (a) 召集及参加联众股份股东大会，接收股东大会通知及相关资料；

to call and attend shareholders’ meetings of Beijing Ourgame, and receive notices and materials with respect to the shareholders meeting;

- (b) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；

to execute and deliver any and all written resolutions and meeting minutes in the name and on behalf of such Shareholder;

- (c) 亲自或委派代表就联众股份的股东大会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处分联众股份的任何或全部资产）进行投票表决；

to vote by itself or by proxy on any matters discussed on shareholders' meetings of Beijing Ourgame, including without limitation, the sale, transfer, mortgage, pledge or disposal of any or all of the assets of Beijing Ourgame;

- (d) 出售、转让、质押或处分在联众股份的任何或全部股份；

to sell, transfer, pledge or dispose of any or all of the shares in Beijing Ourgame;

- (e) 如有必要，提名或任免联众股份的董事、监事和高级管理人员；

to nominate, appoint or remove the directors, supervisors and senior management of Beijing Ourgame when necessary;

- (f) 监督联众股份的经营绩效；

to oversee the economic performance of Beijing Ourgame;

- (g) 在任何时候查阅联众股份的财务信息；

to have full access to the financial information of Beijing Ourgame at any time;

- (h) 当联众股份的董事或高级管理人员的行为损害联众股份或其股东利益时，对该等董事或高级管理人员提起股东诉讼或其它法律行动；

to file any shareholder lawsuits or take other legal actions against Beijing Ourgame's directors or senior management members when such directors or members are acting to the detriment of the interest of Beijing Ourgame or its shareholder(s);

- (i) 批准年度预算或宣布分红；

to approve annual budgets or declare dividends;

- (j) 管理和处置联众股份的资产；

to manage and dispose of the assets of Beijing Ourgame;

- (k) 对联众股份的财务、会计和日常经营有完全的控制和管理权（包括但不限于签署合同、支付政府税项）；

to have the full rights to control and manage Beijing Ourgame's finance, accounting and daily operation (including but not limited to signing and execution of contracts and payment of government taxes and duties);

- (l) 批准向政府主管机关递交任何登记文件；以及

to approve the filing of any documents with the relevant governmental authorities or regulatory bodies; and

(m) 联众股份的公司章程或及相关法律法规赋予股东的任何其他权利。

any other rights conferred by the articles of association of Beijing Ourgame and/or the relevant laws and regulations on the shareholders.

股东进一步同意并承诺，未经受托人事先书面同意，股东不得行使任何股东权利。

Each Shareholder further agrees and undertakes that without the Attorney-in-Fact's prior written consent, it shall not exercise any of the Shareholder Rights.

Section 2 第2条

受托人有权完全自主决定委任一名或多名替换人选，行使受托人在本协议项下的任何或全部权利，受托人亦有权自主决定撤销对该等替换人选的委任。

The Attorney-in-Fact has the right to appoint, at its sole discretion, a substitute or substitutes to perform any or all of its rights of the Attorney-in-Fact under this Agreement, and to revoke the appointment of such substitute or substitutes.

Section 3 第3条

联众股份确认、承认并同意受托人代表股东行使任何及全部的股东权利。联众股份进一步确认并承认：(i) 受托人已进行或将进行的任何行为，已作出或将作出的任何决定，或已签署或将签署的任何文书或其他文件视同股东本人进行的行为、股东本人作出的决定或股东本人签署的文件，具有同等法律效力；及 (ii) 对于股东违反本协议规定采取或实施的任何行为，联众股份将不认可，也不会对此予以配合或协助。

Beijing Ourgame confirms, acknowledges and agrees to the appointment of the Attorney-in-Fact to exercise any and all of the Shareholder Rights. Beijing Ourgame further confirms and acknowledges that (i) any and all acts done or to be done, decisions made or to be made, and instruments or other documents executed or to be executed by the Attorney-in-Fact, shall therefore be as valid and effectual as though done, made or executed by the Shareholders, and (ii) Beijing Ourgame will not recognize and facilitate any and all activities of the Shareholders which are in violation of or inconsistent with this Agreement.

Section 4 第4条

(a) 股东在此同意，如果股东在联众股份中所持股份有所增加，无论是否通过增加资本的方式，任何股东对于所增持股份所享有的股东权利均受本协议制约，受托人均有权代表股东对任何增持股份行使本协议第1条规定的股东权利；同样，如果任何人取得联众股份股份，无论是通过自愿转让、根据法律转让、强制拍卖还是任何其他方式，该受让人所取得所有联众股份之股份仍旧受本协议制约，受托人有权继续对该等股份行使本协议第1条规定的股东权利。

(a) Each Shareholder hereby acknowledges that, if the Shareholder increases its share in Beijing Ourgame, whether by subscribing additional shares or otherwise, any Shareholder Rights in connection with such additional shares acquired by the Shareholder shall be automatically subject to this Agreement and the Attorney-in-Fact shall have the right to exercise the Shareholder Rights with respect to such additional shares on behalf of the Shareholder as described in Section 1 hereunder; if

the Shareholder's share in Beijing Ourgame is transferred to any other party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, any such share in Beijing Ourgame so transferred remains subject to this Agreement and the Attorney-in-Fact shall continue to have the right to exercise the Shareholder Rights with respect to such share in Beijing Ourgame so transferred as described in Section 1 hereunder.

(b) 为避免任何疑问,若股东需要根据其与外资企业或其关联方签订的《独家购股权协议》、《股份质押协议》(包括将来修改后的协议)向外资企业或其关联方转让股份,受托人有权代表股东签署股份转让协议及其他相关协议,履行《独家购股权协议》及《股份质押协议》所有股东义务。若外资企业提出要求,股东应签署任何文件、加盖公章和/或印章,并采取任何其他必要或合同行动以完成前述股份转让。

(b) Furthermore, for the avoidance of any doubt, if any share transfer is contemplated under any exclusive option agreement and share pledge agreement(s) that such Shareholder enters into for the benefits of the WFOE or its affiliate (as the same may be amended from time to time), the Attorney-in-Fact shall, on behalf of the Shareholder, have the right to sign the share transfer agreement and other relevant agreements and to perform all shareholder obligations under the exclusive option agreement and the share pledge agreement(s). If required by the WFOE, the Shareholder shall sign any documents and fix the chops and/or seals thereon and the Shareholder shall take any other actions as necessary for purposes of consummation of the aforesaid share transfer.

Section 5 第5条

股东进一步同意并向外资企业承诺,假如股东由于其在联众股份的股份利益收到任何股息、利息、任何其他形式的资本分派、清算后剩余资产、或因股份转让产生的收入或对价,股东将会在法律允许的范围内,将所有这些股息、利息、资本分派、资产、收入或对价给予外资企业或其指定的实体而不要求任何补偿,并承担因此产生的任何税费。

Each Shareholder further covenants with and undertakes to the WFOE that, if the Shareholder receives any dividends, interest, any other forms of capital distributions, residual assets upon liquidation, or proceeds or consideration from the transfer of share as a result of, or in connection with, such Shareholder's shares in Beijing Ourgame, the Shareholder shall, to the extent permitted by applicable laws, remit all such dividends, interest, capital distributions, assets, proceeds or consideration to the WFOE or the entity designated by the WFOE without any compensation, and shall bear any and all taxes and fees with respect thereto.

Section 6 第6条

股东特此授权受托人依其完全自主判断行使股东权利,并且无需获得股东的任何口头或书面指示。股东承诺批准并认可受托人或其委任的任何替换人或代理人根据本协议作出的或促使作出的任何合法行为。

Each Shareholder hereby authorizes the Attorney-in-Fact to exercise the Shareholder Rights according to its own judgment without any oral or written instruction from the Shareholder. Each Shareholder undertakes to ratify any acts which the Attorney-in-Fact or any substitutes or agents appointed by the Attorney-in-Fact may lawfully do or cause to be done pursuant to this Agreement.

Section 7 第7条

本协议经各方授权代表正式签署，自本协议标明的签署之日起生效，于联众股份存续期间持续有效。未经外资企业事先书面同意，股东无权终止本协议或撤销对受托人的委任。本协议对各方的权利继续人、受让人具有法律约束力。

This Agreement shall become effective as of the date hereof when it is duly executed by the Parties' authorized representatives and shall remain effective as long as Beijing Ourgame exists. The Shareholders shall not have the right to terminate this Agreement or revoke the appointment of the Attorney-in-Fact without the prior written consent of the WFOE. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

Section 8 第 8 条

本协议构成各方之间就本协议标的事项所达成的完整协议。

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

Section 9 第 9 条

本协议根据中国法律解释并受其管辖。

This Agreement shall be construed in accordance with and governed by the laws of China.

Section 10 第 10 条

因本协议产生或与本协议相关的任何争议或主张应由各方通过友好协商的方式解决。如果各方未能解决争议，应将争议提交到北京仲裁委员会，由北京仲裁委员会按照申请仲裁时该委员会有效的仲裁规则仲裁解决。仲裁地为北京。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对联众股份之股份或土地资产的救济措施和针对联众股份的清算令。仲裁裁决具终局性且对各方都有约束力。

Any dispute or claim arising out of or in connection with or relating to this Agreement shall be resolved by the Parties in good faith through negotiations. In case no resolution can be reached by the Parties, such dispute shall be submitted to the Beijing Arbitration Commission for arbitration in accordance with its rules of arbitration in effect at the time of applying for such arbitration and the place of arbitration shall be in Beijing. The arbitral tribunal or the arbitrators shall have the authority to award any remedy or relief in accordance with the terms of this Agreement and applicable PRC laws, including provisional and permanent injunctive relief (such as injunctive relief with respect to the conduct of business or to compel the transfer of assets), specific performance of any obligation created hereunder, remedies over the shares or land assets of Beijing Ourgame and winding up orders against Beijing Ourgame. The arbitral award shall be final and binding upon all Parties.

在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和联众股份主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted under applicable PRC laws, each of the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction in support of the

arbitration when formation of the arbitral tribunal is pending or under appropriate circumstances. For this purpose, the Parties agree that, to the extent not against applicable laws, the courts of Hong Kong, the courts of the Cayman Islands, the courts of PRC and the courts of the places where the principal assets of Beijing Ourgame are located, shall all be deemed to have jurisdiction.

Section 11 第 11 条

如一方违反本协议，则该方应就违反本协议而给另一方造成的损失、损害、责任、被索赔损失等（“损失”）依照另一方的要求立即予以赔偿，但如果另一方遭受的损失系由于该另一方或该另一方的董事、管理人员、雇员或者代理自身的故意行为不当、违反法律、违约行为、重大过失等原因造成的，则违约方无需对另一方予以赔偿。各方同意本协议终止或失效时，本条仍然有效。

Either Party shall forthwith on demand indemnify the other Party against any claim, loss, liability or damage (“Loss”) which such Party shall incur as a consequence of any breach by the other Party of this Agreement provided that neither Party shall be liable to indemnify the other Party for any Loss to the extent that such Loss arises from the willful misconduct, breach of applicable law, regulation or contractual obligation or from the material negligence of the other Party or its directors, officers, employees, or agents. The Parties agree that this clause shall survive the termination or expiration of this Agreement.

Section 12 第 12 条

本协议可以一份或多份副本形式签署。全部原件具有相同的法律效力。

This Agreement may be executed in one or more counterparts. All originals shall have the same legal effect.

Section 13 第 13 条

本协议中英文版本具有相同的效力。若中文和英文有不一致，以中文文本为准。

Both Chinese and English versions of this Agreement shall have equal validity. In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

[后附签字页 *Signature Pages Follow*]

有鉴于此，各方于文首所述日期正式签署本协议。

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date appearing at the head hereof.

北京联众家园网络科技有限责任公司

Beijing Lianzhong Garden Network Technology Co., Ltd.

授权代表:

Authorized Representative:

签字/Signature: _____

盖章: (公章)

Seal: (Seal)



北京联众互动网络股份有限公司

Beijing Lianzhong Co., Ltd.

授权代表

Authorized Representative:

签字/Signature: _____

盖章: (公章)

Seal: (Seal)



刘江

Jiang Liu

签字/Signature: _____

张荣明

Rongming Zhang

签字/Signature: _____

申东日

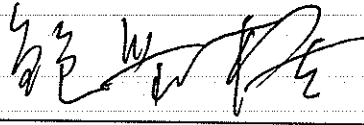
Dongri Shen

签字/Signature: _____

鲍岳桥

Yueqiao Bao

签字/Signature:



龙奇

Qi Long

签字/Signature:



乌兰

Lan Wu

签字/Signature:



Schedule 1

附件 1

Shareholders

股东

序号 No.	姓名 Name	证件类型/证件号码 ID / No.
1.	刘江 / Jiang Liu	36011119680203****
2.	张荣明 / Rongming Zhang	11010819620714****
3.	申东日 / Dongri Shen	23230219721029****
4.	鲍岳桥 / Yueqiao Bao	33010619670404****
5.	龙奇 / Qi Long	43010419771108****
6.	乌兰 / Lan Wu	21071119691112****