
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
SCHEDULE 13D
Under the Securities Exchange Act of 1934

JMU Limited

(Name of Issuer)

Ordinary Shares, par value US\$0.00001 per share

(Title of Class of Securities)

98212L 101⁽¹⁾

(CUSIP Number)

Haohan Xu
12 East 49 Street, 17th Floor, New York, New York 10017
Phone: (617) 922-9896

With a copy to:
Zheng Zha
DaHui Lawyers
Suite 3720 China World Tower A
1 Jianguomenwai Avenue
Beijing 100004, China
(86 10) 6535 5888

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

April 18, 2019

(Date of Event which Requires Filing of this Statement)

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

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

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

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1) This CUSIP number applies to the Issuer's American Depositary Shares, each representing 180 ordinary shares of the Issuer.

1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Haohan Xu	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	
	(a)	<input type="checkbox"/>
	(b)	<input type="checkbox"/>
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions)	
	PF	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	
	USA	
	7.	SOLE VOTING POWER
		378,642,516
	8.	SHARED VOTING POWER
		00,000
	9.	SOLE DISPOSITIVE POWER
		378,642,516
	10.	SHARED DISPOSITIVE POWER
		00,000
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	378,642,516	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	25.64% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (see instructions)	
	IN	

(2) Calculated based on the number in Row 11 above divided by 1,476,866,650 Ordinary Shares, as reported in the Issuer's financial results for the third quarter fiscal year 2018 included as an exhibit to the Issuer's report on Form 6-K furnished to the Commission on November 30, 2018.

Item 1. Security and Issuer.

This statement on Schedule 13D (this “Statement”) relates to the ordinary shares, par value \$0.00001 per share (the “Ordinary Shares”), of JMU Limited, a company organized under the laws of the Cayman Islands (the “Issuer”), whose principal executive offices are located at North Guoquan Road 1688 Long, No. 75, Building A8, 6F, Yangpu District, Shanghai, People’s Republic of China.

The Issuer’s American depositary shares, each representing one-hundred and eighty Ordinary Shares, are listed on the NASDAQ Global Market under the symbol “JMU.” The Reporting Person (as defined below), however, only beneficially own the Ordinary Shares.

Item 2. Identity and Background.

(a) This Statement is being filed by Haohan Xu, a citizen of the United States of America (the “Reporting Person”).

(b) The principal business address of the Reporting Person is 12 East 49 Street, 17th Floor, New York, New York 10017.

(c) The Reporting Person is not employed by any corporation or other entity currently.

(d)-(e) During the last five years, the Reporting Person has not been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) See Item 2(a).

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

The Reporting Person and four prior shareholders of the Issuer entered into four share transfer agreements respectively on April 8, 2019 (together, the “Share Transfer Agreements”), pursuant to which, Haohan Xu will purchase 378,642,516 Ordinary Shares of the Issuer with a total purchase price of US\$ 212,040 from the four prior shareholders.

The source of funds for Haohan Xu’s acquisition of beneficial ownership of the Ordinary Shares is personal funds of Haohan Xu.

The description of the Share Transfer Agreements is qualified in its entirety by reference to Exhibit 99.1 to Exhibit 99.4, which are incorporated herein by reference.

Item 4. Purpose of Transaction.

The information set forth in Items 3 and 5 is hereby incorporated by reference in its entirety in this Item 4.

The Reporting Person acquired approximately 25.64% of the Issuer’s outstanding Ordinary Shares pursuant to the Share Transfer Agreements on April 18, 2019, for investment purposes. Consistent with such purposes, and subject to the limitations, rules and requirements under applicable law, limitations under the charter and bylaws of the Issuer, the Reporting Person, as a shareholder of the Issuer, may engage in communications with, without limitation, management of the Issuer, one or more members of the board of directors of the Issuer, other shareholders of the Issuer and other relevant parties, and may make suggestions, concerning the business, assets, capitalization, financial condition, operations, governance, management, prospects, strategy, strategic transactions, financing strategies and alternatives, and future plans of the Issuer, and such other matters as the Reporting Person may deem relevant to their investment in the Issuer.

Although the Reporting Person has no present agreement to acquire additional securities of the Issuer, he intends to review his investment on a regular basis and, as a result thereof and subject to the terms and conditions of the transaction documents described in the Statement, may at any time or from time to time determine, either alone or as part of a group, (i) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (ii) to dispose of all or a portion of the securities of the Issuer owned by him in the open market, in privately negotiated transactions or otherwise or (iii) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4. Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations and subject to the restrictions on transfers set forth in the transaction documents described in the Statement. Notwithstanding anything contained herein, the Reporting Person specifically reserves the right to change his intention with respect to any or all of such matters. In reaching any decision as to his course of action (as well as to the specific elements thereof), the Reporting Person currently expects that he would take into consideration a variety of factors, including, but not limited to, the following: the Issuer’s business and prospects; other developments concerning the Issuer and its businesses generally; other business opportunities available to the Reporting Person; changes in law and government regulations; general economic conditions; and money and stock market conditions, including the market price of the securities of the Issuer. Except as set forth in this Item 4, the Reporting Person has no present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

The responses to Items 2, 4 and 6, and rows (7) through (13) of the cover page of this Statement are hereby incorporated by reference in their entirety in this Item 5.

(a)-(d) The aggregate number of Ordinary Shares and the percentage of total outstanding Ordinary Shares beneficially owned by the Reporting Person after the share transfer transactions pursuant to the Share Transfer Agreements are set forth below. References to percentage ownerships of the Ordinary Shares in this Statement are based on 1,476,866,650 Ordinary Shares, as reported in the Issuer's financial results for the third quarter fiscal year 2018 included as an exhibit to the Issuer's report on Form 6-K furnished to the Commission on November 30, 2018.

After the share transfer transactions pursuant to the Share Transfer Agreements, Haohan Xu holds and is deemed to beneficially own 378,642,516 Ordinary Shares, representing approximately 25.64% of the Issuer's outstanding Ordinary Shares.

(e) Not applicable.

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

N/A

Item 7. Material to Be Filed as Exhibits.

Exhibit 99.1. Share Transfer Agreement, dated as of April 8, 2019, by and between Haohan Xu and Markland (Hong Kong) Investment Limited.

Exhibit 99.2. Share Transfer Agreement, dated as of April 8, 2019, by and between Haohan Xu and Universal Hunter (BVI) Limited.

Exhibit 99.3. Share Transfer Agreement, dated as of April 8, 2019, by and between Haohan Xu and Vertical Channel Limited.

Exhibit 99.4. Share Transfer Agreement, dated as of April 8, 2019, by and between Haohan Xu and Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd.

SIGNATURE

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

Dated: April 24, 2019

Haohan Xu

/s/ Haohan Xu
Haohan Xu

Share Transfer Agreement

This Share Transfer Agreement (the “**Agreement**”), entered into on 08 April 2019 sets out the terms and conditions upon which Markland (Hong Kong) Investment Limited (the “**Transferor**”), being a company duly registered under the laws of the Hong Kong and having its registered address at Flat B4, 6/F., Block B, Hankow Centre, 4A Ashley Road, Tsim Sha Tsui, Kowloon, Hong Kong, will transfer certain shares held by it to Haohan Xu (the “**Transferee**”), whose address is 12 East 49 Street, 17th Floor, New York, NY, US 10017 (each, a “**Party**” together, the “**Parties**”).

RECITALS

This Agreement is for the purchase by the Transferee of certain number of ordinary shares of JMU Limited (NASDAQ: JMU) (“the **Company**”) held by the Transferor.

WHEREAS, the Transferor is the registered proprietor of those shares or stocks set out in Schedule A (the “**Shares**”);

WHEREAS, the Transferor is desirous of transferring the Shares to the Transferee on such terms as are set out throughout this Agreement; and

WHEREAS, the Transferee for his part is desirous of acquiring the Shares on such terms as are set out in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. TRANSFER OF SHARES

It is agreed that:

- 1.1. the Transferor transfers absolutely all title over the Shares to the Transferee in consideration of that amount set out in clause 2.
- 1.2. the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.
- 1.3. the transfer is effective on the execution of this Agreement and payment of the amount set out in clause 2.

2. TRANSFER PRICE It is agreed that the Shares shall be transferred for the purchase price as set out in Schedule A.

3. COST OF TRANSFER It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by the Transferee.

4. **DELIVERY** The Transferor shall deliver to the Transferee documentation representing the legal transfer of the Shares to the Transferee under this Agreement. Such documentation shall be in form and substance reasonably acceptable to the Transferee.
5. **EFFECT OF LACK OF FORMALITY** It is agreed that should the envisaged transfer of Shares fail to be effective due to a lack of formality (including but not limited to a failure to register the transfer correctly in the registers of the company or due to a refusal by the directors of the company whose Shares are being transferred) then the effect shall be the transfer of all beneficial interest in the Shares to the Transferee by the creation of a trust in favor of the Transferee as beneficiary in which the Shares comprise the subject, and the Transferor is the trustee.
6. **WARRANTIES AND INDEMNITIES** It is agreed that:
- 6.1 The Transferor warrants that he has the legal, full and effective ownership and right to the Shares and is absolutely entitled to all of their benefit.
 - 6.2 The Transferor warrants that he is not acting as a nominee or trustee and that no other rights exist in connection with the Shares.
 - 6.3 The Transferor warrants that no charge or other obligation exists over the Shares whether or not registered and they are free of all liens, claim, restriction upon transfer, mortgage, pledge, security interest, option, right of first refusal, co-sale right, community, property interest, charges or any agreement to provide any of the foregoing or other encumbrances of any kind.
 - 6.4 Each Party hereby declares that they have all necessary powers and approvals to enter into this Agreement.
 - 6.5 Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this Agreement.
 - 6.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
 - 6.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any party does not constitute a waiver of those rights.

- 6.8 Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.
- 6.9 Unless it is clear from the wording of a clause and with regard to the whole of this Agreement that a specific clause is intended to mean otherwise, then: any words which are in the singular only will be deemed to include the plural (and vice versa) and any words denoted in a specific gender will be deemed to include all genders and any terms which denote any form of person or people shall be deemed to include both legal persons (such as companies) as well as natural person (and vice versa).
- 6.10 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 6.11 This Agreement can be executed either in one original or in more than one counterpart.
- 6.12 The Transferor hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferee against any and all losses howsoever caused arising from a breach of the warranties or other terms of this Agreement.
7. **ENTIRE AGREEMENT AND AMENDMENT** This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous understandings, written or oral. This Agreement may only be amended with the written consent of the Transferor (or the due successors of the Transferor) and the Transferee (or the due successors of the Transferor).
8. **SUCCESSORS AND ASSIGNS** This Agreement and the rights and obligations therein may not be assigned or transferred by any Party without the prior written consent of the other Party.
9. **CONFIDENTIALITY** Except as may be required by law, neither of the Parties shall disclose to any third party the terms and conditions of this Agreement or the transactions contemplated hereby without prior approval by the other Party; provided, however, that any Party may disclose the terms and conditions of this Agreement or the transactions contemplated hereby to the Party's lenders, investors, partners and advisors and to bona fide prospective lenders, investors, partners and advisors, in each case only after such persons or entities have undertaken appropriate nondisclosure obligations. In the event of disclosure required by law or court ruling, the disclosing Party shall use all reasonable efforts and provide all reasonable cooperation to obtain confidential treatment of the materials or a protective order.

10. **NOTICES** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the Party to be notified, (ii) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been delivered by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after delivery by an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Transferor

Markland (Hong Kong) Investment Limited

Address: Flat B4, 6/F., Block B, Hankow Centre, 4A Ashley Road, Tsim Sha Tsui, Kowloon, Hong Kong

Transferee

Haohan Xu

Address: 12 East 49 Street, 17th Floor, New York, NY, US 10017

11. **GOVERNING LAW, DISPUTES AND ARBITRATION** It is agreed that:

- 11.1 This Agreement is made under the exclusive jurisdiction of the laws of the State of New York without regard to the principles of conflicts of law thereof.
- 11.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

12. **COUNTERPARTS** This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement:

Markland (Hong Kong) Investment Limited

Name:
Title:

Haohan Xu

Name:
Title:

Signature page of Share Transfer Agreement

Schedule A

Number of Shares	Class of Shares	%Paid Up	Per Share Purchase Price	Total Purchase Price
87,265,462	Ordinary	100%	USD 0.00056	USD 48,869

Schedule A

Share Transfer Agreement

This Share Transfer Agreement (the “**Agreement**”), entered into on 08 April 2019 sets out the terms and conditions upon which Universal Hunter (BVI) Limited (the “**Transferor**”), being a company duly registered under the laws of the British Virgin Islands, and having its registered address at Vickhams Cay II, Road Town, Tortola, VG1110, Virgin Islands (British) will transfer certain shares held by it to Haohan Xu (the “**Transferee**”), whose address is 12 East 49 Street, 17th Floor, New York, NY, US 10017 (each, a “**Party**” together, the “**Parties**”).

RECITALS

This Agreement is for the purchase by the Transferee of certain number of ordinary shares of JMU Limited (NASDAQ: JMU) (“the **Company**”) held by the Transferor.

WHEREAS, the Transferor is the registered proprietor of those shares or stocks set out in Schedule A (the “**Shares**”);

WHEREAS, the Transferor is desirous of transferring the Shares to the Transferee on such terms as are set out throughout this Agreement; and

WHEREAS, the Transferee for his part is desirous of acquiring the Shares on such terms as are set out in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. TRANSFER OF SHARES

It is agreed that:

- 1.1. the Transferor transfers absolutely all title over the Shares to the Transferee in consideration of that amount set out in clause 2.
- 1.2. the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.
- 1.3. the transfer is effective on the execution of this Agreement and payment of the amount set out in clause 2.

2. TRANSFER PRICE It is agreed that the Shares shall be transferred for the purchase price as set out in Schedule A.

3. COST OF TRANSFER It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by the Transferee.

4. **DELIVERY** The Transferor shall deliver to the Transferee documentation representing the legal transfer of the Shares to the Transferee under this Agreement. Such documentation shall be in form and substance reasonably acceptable to the Transferee.
5. **EFFECT OF LACK OF FORMALITY** It is agreed that should the envisaged transfer of Shares fail to be effective due to a lack of formality (including but not limited to a failure to register the transfer correctly in the registers of the company or due to a refusal by the directors of the company whose Shares are being transferred) then the effect shall be the transfer of all beneficial interest in the Shares to the Transferee by the creation of a trust in favor of the Transferee as beneficiary in which the Shares comprise the subject, and the Transferor is the trustee.
6. **WARRANTIES AND INDEMNITIES** It is agreed that:
- 6.1 The Transferor warrants that he has the legal, full and effective ownership and right to the Shares and is absolutely entitled to all of their benefit.
 - 6.2 The Transferor warrants that he is not acting as a nominee or trustee and that no other rights exist in connection with the Shares.
 - 6.3 The Transferor warrants that no charge or other obligation exists over the Shares whether or not registered and they are free of all liens, claim, restriction upon transfer, mortgage, pledge, security interest, option, right of first refusal, co-sale right, community, property interest, charges or any agreement to provide any of the foregoing or other encumbrances of any kind.
 - 6.4 Each Party hereby declares that they have all necessary powers and approvals to enter into this Agreement.
 - 6.5 Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this Agreement.
 - 6.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
 - 6.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any party does not constitute a waiver of those rights.

- 6.8 Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.
- 6.9 Unless it is clear from the wording of a clause and with regard to the whole of this Agreement that a specific clause is intended to mean otherwise, then: any words which are in the singular only will be deemed to include the plural (and vice versa) and any words denoted in a specific gender will be deemed to include all genders and any terms which denote any form of person or people shall be deemed to include both legal persons (such as companies) as well as natural person (and vice versa).
- 6.10 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 6.11 This Agreement can be executed either in one original or in more than one counterpart.
- 6.12 The Transferor hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferee against any and all losses howsoever caused arising from a breach of the warranties or other terms of this Agreement.
7. **ENTIRE AGREEMENT AND AMENDMENT** This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous understandings, written or oral. This Agreement may only be amended with the written consent of the Transferor (or the due successors of the Transferor) and the Transferee (or the due successors of the Transferor).
8. **SUCCESSORS AND ASSIGNS** This Agreement and the rights and obligations therein may not be assigned or transferred by any Party without the prior written consent of the other Party.
9. **CONFIDENTIALITY** Except as may be required by law, neither of the Parties shall disclose to any third party the terms and conditions of this Agreement or the transactions contemplated hereby without prior approval by the other Party; provided, however, that any Party may disclose the terms and conditions of this Agreement or the transactions contemplated hereby to the Party's lenders, investors, partners and advisors and to bona fide prospective lenders, investors, partners and advisors, in each case only after such persons or entities have undertaken appropriate nondisclosure obligations. In the event of disclosure required by law or court ruling, the disclosing Party shall use all reasonable efforts and provide all reasonable cooperation to obtain confidential treatment of the materials or a protective order.

10. **NOTICES** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the Party to be notified, (ii) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been delivered by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after delivery by an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Transferor

Universal Hunter (BVI) Limited

Address: Vickhams Cay II, Road Town, Tortola, VG1110, Virgin Islands (British)

Transferee

Haohan Xu

Address: 12 East 49 Street, 17th Floor, New York, NY, US 10017

11. **GOVERNING LAW, DISPUTES AND ARBITRATION** It is agreed that:

- 11.1 This Agreement is made under the exclusive jurisdiction of the laws of the State of New York without regard to the principles of conflicts of law thereof.
- 11.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

12. **COUNTERPARTS** This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement:

Universal Hunter (BVI) Limited

Name:
Title:

Haohan Xu

Name:
Title:

Signature page of Share Transfer Agreement

Schedule A

Number of Shares	Class of Shares	%Paid Up	Per Share Purchase Price	Total Purchase Price
66,728,070	Ordinary	100%	USD 0.00056	USD 37,368

Schedule A

Share Transfer Agreement

This Share Transfer Agreement (the “**Agreement**”), entered into on 08 April 2019 sets out the terms and conditions upon which Vertical Channel Limited (the “**Transferor**”), being a company duly registered under the laws of the British Virgin Islands, and having its registered address at Vickhams CayII, Road Town, Tortola, VG1110, Virgin Islands (British) will transfer certain shares held by it to Haohan Xu (the “**Transferee**”), whose address is 12 East 49 Street, 17th Floor, New York, NY, US 10017 (each, a “**Party**” together, the “**Parties**”).

RECITALS

This Agreement is for the purchase by the Transferee of certain number of ordinary shares of JMU Limited (NASDAQ: JMU) (“the **Company**”) held by the Transferor.

WHEREAS, the Transferor is the registered proprietor of those shares or stocks set out in **Schedule A** (the “**Shares**”);

WHEREAS, the Transferor is desirous of transferring the Shares to the Transferee on such terms as are set out throughout this Agreement; and

WHEREAS, the Transferee for his part is desirous of acquiring the Shares on such terms as are set out in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. TRANSFER OF SHARES

It is agreed that:

- 1.1. the Transferor transfers absolutely all title over the Shares to the Transferee in consideration of that amount set out in clause 2.
- 1.2. the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.
- 1.3. the transfer is effective on the execution of this Agreement and payment of the amount set out in clause 2.

2. TRANSFER PRICE It is agreed that the Shares shall be transferred for the purchase price as set out in **Schedule A**.

3. COST OF TRANSFER It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by the Transferee.

4. **DELIVERY** The Transferor shall deliver to the Transferee documentation representing the legal transfer of the Shares to the Transferee under this Agreement. Such documentation shall be in form and substance reasonably acceptable to the Transferee.
5. **EFFECT OF LACK OF FORMALITY** It is agreed that should the envisaged transfer of Shares fail to be effective due to a lack of formality (including but not limited to a failure to register the transfer correctly in the registers of the company or due to a refusal by the directors of the company whose Shares are being transferred) then the effect shall be the transfer of all beneficial interest in the Shares to the Transferee by the creation of a trust in favor of the Transferee as beneficiary in which the Shares comprise the subject, and the Transferor is the trustee.
6. **WARRANTIES AND INDEMNITIES** It is agreed that:
- 6.1 The Transferor warrants that he has the legal, full and effective ownership and right to the Shares and is absolutely entitled to all of their benefit.
 - 6.2 The Transferor warrants that he is not acting as a nominee or trustee and that no other rights exist in connection with the Shares.
 - 6.3 The Transferor warrants that no charge or other obligation exists over the Shares whether or not registered and they are free of all liens, claim, restriction upon transfer, mortgage, pledge, security interest, option, right of first refusal, co-sale right, community, property interest, charges or any agreement to provide any of the foregoing or other encumbrances of any kind.
 - 6.4 Each Party hereby declares that they have all necessary powers and approvals to enter into this Agreement.
 - 6.5 Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this Agreement.
 - 6.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
 - 6.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any party does not constitute a waiver of those rights.

- 6.8 Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.
- 6.9 Unless it is clear from the wording of a clause and with regard to the whole of this Agreement that a specific clause is intended to mean otherwise, then: any words which are in the singular only will be deemed to include the plural (and vice versa) and any words denoted in a specific gender will be deemed to include all genders and any terms which denote any form of person or people shall be deemed to include both legal persons (such as companies) as well as natural person (and vice versa).
- 6.10 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 6.11 This Agreement can be executed either in one original or in more than one counterpart.
- 6.12 The Transferor hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferee against any and all losses howsoever caused arising from a breach of the warranties or other terms of this Agreement.
7. **ENTIRE AGREEMENT AND AMENDMENT** This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous understandings, written or oral. This Agreement may only be amended with the written consent of the Transferor (or the due successors of the Transferor) and the Transferee (or the due successors of the Transferor).
8. **SUCCESSORS AND ASSIGNS** This Agreement and the rights and obligations therein may not be assigned or transferred by any Party without the prior written consent of the other Party.
9. **CONFIDENTIALITY** Except as may be required by law, neither of the Parties shall disclose to any third party the terms and conditions of this Agreement or the transactions contemplated hereby without prior approval by the other Party; provided, however, that any Party may disclose the terms and conditions of this Agreement or the transactions contemplated hereby to the Party's lenders, investors, partners and advisors and to bona fide prospective lenders, investors, partners and advisors, in each case only after such persons or entities have undertaken appropriate nondisclosure obligations. In the event of disclosure required by law or court ruling, the disclosing Party shall use all reasonable efforts and provide all reasonable cooperation to obtain confidential treatment of the materials or a protective order.

10. **NOTICES** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the Party to be notified, (ii) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been delivered by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after delivery by an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Transferor

Vertical Channel Limited

Address: Vickhams Cay II, Road Town, Tortola, VG1110, Virgin Islands (British)

Transferee

Haohan Xu

Address: 12 East 49 Street, 17th Floor, New York, NY, US 10017

11. **GOVERNING LAW, DISPUTES AND ARBITRATION** It is agreed that:

- 11.1 This Agreement is made under the exclusive jurisdiction of the laws of the State of New York without regard to the principles of conflicts of law thereof.
- 11.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

12. **COUNTERPARTS** This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the Parties has executed this Agreement:

Vertical Channel Limited

Name:
Title:

Haohan Xu

Name:
Title:

Signature page of Share Transfer Agreement

Schedule A

Number of Shares	Class of Shares	%Paid Up	Per Share Purchase Price	Total Purchase Price
66,429,360	Ordinary	100%	USD 0.00056	USD 37,200

Schedule A

Share Transfer Agreement

This Share Transfer Agreement (the “**Agreement**”), entered into on 08 April 2019 sets out the terms and conditions upon which Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd (the “**Transferor**”), being a company duly registered under the laws of the People’s Republic of China and having its registered address at No. 236, Caihong South Road, Jiangdong, Ningbo, China, will transfer certain shares held by it to Haohan Xu (the “**Transferee**”), whose address is 12 East 49 Street, 17th Floor, New York, NY, US 10017 (each, a “**Party**” together, the “**Parties**”).

RECITALS

This Agreement is for the purchase by the Transferee of certain number of ordinary shares of JMU Limited (NASDAQ: JMU) (“the **Company**”) held by the Transferor.

WHEREAS, the Transferor is the registered proprietor of those shares or stocks set out in **Schedule A** (the “**Shares**”);

WHEREAS, the Transferor is desirous of transferring the Shares to the Transferee on such terms as are set out throughout this Agreement; and

WHEREAS, the Transferee for his part is desirous of acquiring the Shares on such terms as are set out in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. TRANSFER OF SHARES

It is agreed that:

- 1.1. the Transferor transfers absolutely all title over the Shares to the Transferee in consideration of that amount set out in clause 2.
- 1.2. the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.
- 1.3. the transfer is effective on the execution of this Agreement and payment of the amount set out in clause 2.

2. TRANSFER PRICE It is agreed that the Shares shall be transferred for the purchase price as set out in **Schedule A**.

3. COST OF TRANSFER It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by the Transferee.

4. **DELIVERY** The Transferor shall deliver to the Transferee documentation representing the legal transfer of the Shares to the Transferee under this Agreement. Such documentation shall be in form and substance reasonably acceptable to the Transferee.
5. **EFFECT OF LACK OF FORMALITY** It is agreed that should the envisaged transfer of Shares fail to be effective due to a lack of formality (including but not limited to a failure to register the transfer correctly in the registers of the company or due to a refusal by the directors of the company whose Shares are being transferred) then the effect shall be the transfer of all beneficial interest in the Shares to the Transferee by the creation of a trust in favor of the Transferee as beneficiary in which the Shares comprise the subject, and the Transferor is the trustee.
6. **WARRANTIES AND INDEMNITIES** It is agreed that:
- 6.1 The Transferor warrants that he has the legal, full and effective ownership and right to the Shares and is absolutely entitled to all of their benefit.
 - 6.2 The Transferor warrants that he is not acting as a nominee or trustee and that no other rights exist in connection with the Shares.
 - 6.3 The Transferor warrants that no charge or other obligation exists over the Shares whether or not registered and they are free of all liens, claim, restriction upon transfer, mortgage, pledge, security interest, option, right of first refusal, co-sale right, community, property interest, charges or any agreement to provide any of the foregoing or other encumbrances of any kind.
 - 6.4 Each Party hereby declares that they have all necessary powers and approvals to enter into this Agreement.
 - 6.5 Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this Agreement.
 - 6.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
 - 6.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any party does not constitute a waiver of those rights.
 - 6.8 Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.

- 6.9 Unless it is clear from the wording of a clause and with regard to the whole of this Agreement that a specific clause is intended to mean otherwise, then: any words which are in the singular only will be deemed to include the plural (and vice versa) and any words denoted in a specific gender will be deemed to include all genders and any terms which denote any form of person or people shall be deemed to include both legal persons (such as companies) as well as natural person (and vice versa).
- 6.10 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 6.11 This Agreement can be executed either in one original or in more than one counterpart.
- 6.12 The Transferor hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the Transferee against any and all losses howsoever caused arising from a breach of the warranties or other terms of this Agreement.
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Transferor

Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd
Address: No. 236, Caihong South Road, Jiangdong, Ningbo, China

Transferee

Haohan Xu
Address: 12 East 49 Street, 17th Floor, New York, NY, US 10017

11. **GOVERNING LAW, DISPUTES AND ARBITRATION** It is agreed that:

- 11.1 This Agreement is made under the exclusive jurisdiction of the laws of the State of New York without regard to the principles of conflicts of law thereof.
- 11.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

12. **COUNTERPARTS** This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement:

Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd

Name:

Title:

Haohan Xu

Name:

Title:

Signature page of Share Transfer Agreement

Schedule A

Number of Shares	Class of Shares	%Paid Up	Per Share Purchase Price	Total Purchase Price
158,219,624	Ordinary	100%	USD 0.00056	USD 88,603

Schedule A