

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No.1)

WOWO LIMITED

(Name of Issuer)

Ordinary Shares, par value US\$0.00001 per share

(Title of Class of Securities)

98212L 101⁽¹⁾

(CUSIP Number)

**Ms. Xiaoxia Zhu
Flat B4, 6/Floor, Block B
Hankow Centre, 4A Ashley Road
Tsim Sha Tsui, Hong Kong
Telephone: +852 2152 0860**

With a copy to:

**Will H. Cai, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central
Hong Kong
Telephone: +852 3740 4700**

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

November 7, 2016

(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 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 18 ordinary shares of the Issuer

1.	Names of Reporting Persons Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. (浙阳光渔餐饮集团股份有限公司)		
2.	Check the Appropriate Box if a Member of a Group (a) <input type="radio"/> (b) <input checked="" type="radio"/>		
3.	SEC Use Only		
4.	Source of Funds WC		
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(e) or 2(f) <input type="radio"/>		
6.	Citizenship or Place of Organization People's Republic of China		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	158,219,624
	8.	Shared Voting Power	
	9.	Sole Dispositive Power	158,219,624
	10.	Shared Dispositive Power	0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 158,219,624		
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 10.7% ⁽²⁾		
14.	Type of Reporting Person CO		

(2) Calculated based on the number in Row 11 above divided by 1,476,208,670 Ordinary Shares, as reported in the Issuer's financial results for the second quarter fiscal year 2016 included as an exhibit to the Issuer's report on Form 6-K furnished to the Commission on August 22, 2016

1.	Names of Reporting Persons Markland (Hong Kong) Investment Limited		
2.	Check the Appropriate Box if a Member of a Group (a) <input type="radio"/> (b) <input checked="" type="radio"/>		
3.	SEC Use Only		
4.	Source of Funds WC		
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(e) or 2(f) <input type="radio"/>		
6.	Citizenship or Place of Organization Hong Kong		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 87,265,461	
	8.	Shared Voting Power	
	9.	Sole Dispositive Power 87,265,461	
	10.	Shared Dispositive Power 0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 87,265,461		
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 5.9% ⁽²⁾		
14.	Type of Reporting Person CO		

(2) Calculated based on the number in Row 11 above divided by 1,476,208,670 Ordinary Shares, as reported in the Issuer's financial results for the second quarter fiscal year 2016 included as an exhibit to the Issuer's report on Form 6-K furnished to the Commission on August 22, 2016

1.	Names of Reporting Persons Xiaoxia Zhu	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
3.	SEC Use Only	
4.	Source of Funds SC	
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(e) or 2(f) <input type="radio"/>	
6.	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 245,485,085
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 245,485,085
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 245,485,085	
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 16.6% ⁽²⁾	
14.	Type of Reporting Person IN	

(2) Calculated based on the number in Row 11 above divided by 1,476,208,670 Ordinary Shares, as reported in the Issuer's financial results for the second quarter fiscal year 2016 included as an exhibit to the Issuer's report on Form 6-K furnished to the Commission on August 22, 2016

Item 2. Identity and Background

Item 2(f) is hereby amended and restated as follows:

(f) see Item 2(a).

Ms. Zhu holds a 50% equity interest in Shanghai Zhongmin Investment Management Company (“SZIM”), the general partner of Shanghai Zhong Ju Investment Management Center (“Zhong Ju”). Zhong Ju beneficially owns 111,213,418 Ordinary Shares of the Issuer which it received in connection with the transaction described in Item 4 below. SZIM has irrevocably appointed Mr. Feng Pan (“Mr. Pan”) to act on behalf of it on all matters relating to Zhong Ju, and SZIM has irrevocably waived the right to replace Mr. Pan. If Mr. Pan is incapable of acting as such due to health reasons, resigns or dies, Ms. Huimin Wang (“Ms. Wang”) (the owner of the other 50% equity interest in SZIM) is designated to appoint another person with the same power as Mr. Pan to act on behalf of SZIM in Zhong Ju (it being agreed that such person cannot be Ms. Wang). Ms. Zhu disclaims beneficial ownership of all shares owned by Zhong Ju.

The Reporting Persons may be deemed to be a member of a “group”, within the meaning of Section 13(d)(3) of the Act, with Extensive Power Limited (“Extensive”), a company incorporated under the laws of Hong Kong, and Ms. Huimin Wang (“Ms. Wang”), a director of the Issuer and a citizen of the People’s Republic of China, New Field Worldwide Ltd, a company incorporated and existing under the laws of British Virgin Islands (“New Field”), Estate Spring Limited, a company incorporated and existing under the laws of Cayman Islands (“Estate Spring”); Link Crossing Limited, a company incorporated and existing under the laws of British Virgin Islands (“Link”), Blue Ivy Holdings Limited, Link Crossing Limited, a company incorporated and existing under the laws of British Virgin Islands (“Blue Ivy”, and together with New Field, Estate Spring and Link, “Mr. Xu’s Entities”); and Mr. Maodong Xu (“Mr. Xu”), the co-chairperson of the Issuer and a citizen of the People’s Republic of China.

Consequently, The Reporting Persons may be deemed to beneficially own the Ordinary Shares beneficially owned by such other members of the group. Although the Reporting Persons do not affirm that such a “group” has been formed, to the extent that such a group exists, this Schedule 13D shall constitute an individual filing by the Reporting Persons, as members of such group, pursuant to Rule 13d-1(k)(2) of the Act. Ms. Wang together with Extensive and Mr. Xu together with Mr. Xu’s Entities separately filed a Schedule 13D on June 19, 2015 and September 21, 2015, respectively, pursuant to Rule 13d-1(k)(2) of the Act.

The Reporting Persons entered into a Joint Filing Agreement on June 17, 2015 (the “Joint Filing Agreement”), pursuant to which they have agreed to file this Statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.1.

Item 3 Source and Amount of Funds or Other Consideration

The Consideration for Sunward and Markland’s acquisition of Ordinary Shares in June 2015 was Sunward and Markland’s equity interests in Join Me Group (HK) Investment Company Limited, a company incorporated in Hong Kong with limited liability (“JMU”).

Item 4 Purpose of Transaction

The item 4 is hereby amended and restated as follows

The information set forth in Items 5 and 6 is hereby incorporated by reference in its entirety in this Item 4.

Share Purchase Agreement in 2015

Sunward, Zhong Ju, Junhe Investment Pte. Ltd., Extensive, Global Oriental Development Limited, Asia Global Develop Limited, Markland, Markland (Hong Kong) Planning Limited, Youlong Huang, Ning Lin, Wai Poon, Gang Wang and Guoping Wu (collectively, the "JMU Sellers"), the Issuer, and New Admiral Limited, a wholly owned subsidiary of the Issuer, which is a company with limited liability incorporated under the laws of the Cayman Islands ("New Admiral"), entered into a Share Purchase Agreement on June 5, 2015 (the "2015 SPA"), a copy of which is attached hereto as Exhibit 99.2.

Pursuant to the 2015 SPA, the Issuer issued and sold to the JMU Sellers a total of 741,422,780 Ordinary Shares on June 8, 2015, in exchange for which the JMU Sellers transferred all issued and outstanding shares of JMU owned by the JMU Sellers to New Admiral. Following the closing of transaction contemplated under the 2015 SPA, JMU has become a wholly owned subsidiary of New Admiral. The description of the 2015 SPA contained herein is qualified in its entirety by reference to Exhibit 99.2, which is incorporated herein by reference.

Sunward and Markland acquired 158,219,624 Ordinary Shares and 110,990,992 Ordinary Shares, respectively, on June 8, 2015 (the "2015 Closing Date") pursuant to the 2015 SPA. The Reporting Persons acquired the Ordinary Shares for investment purposes.

In accordance with 2015 SPA, immediately upon the occurrence of the closing, the board of directors of the Issuer shall include two new directors nominated by Ms. Zhu.

Voting Agreement

On June 5, 2015, contemporaneously with the execution of the 2015 SPA, Ms. Wang, Mr. Xu and Ms. Zhu (Ms. Wang, Mr. Xu and Ms. Zhu collectively, the "Key Shareholders") entered into a voting agreement (the "Voting Agreement"). Pursuant to the Voting Agreement, Ms. Zhu, Ms. Wang and Mr. Xu, respectively, shall be entitled to designate up to two, two and three individuals for the appointment and election of the directors of the Issuer and the Key Shareholders shall be entitled to jointly designate up to three individuals, provided that the Key Shareholders and their controlled affiliates continue to beneficially own the relevant numbers of shares as required thereunder. Each Key Shareholder undertakes, and shall cause his/her controlled affiliate to, vote or execute consents with respect to all Ordinary Shares of the Issuer held or beneficially owned by such Key Shareholder or his/her controlled affiliate, and take all other necessary or desirable action to cause designated individuals to be elected to the board of the Issuer and prevent the removal of designated directors. A copy of the Voting Agreement is attached hereto as Exhibit 99.3. The description of the Voting Agreement contained herein is qualified in its entirety by reference to Exhibit 99.3, which is incorporated herein by reference.

Share Purchase Agreement in 2016

Markland entered two Share Purchase Agreements on September 28, 2016 (collectively, the "2016 SPAs") with Junhe Investment Pte. Ltd. and Mr. Wang Liqun, respectively, the copies of which are attached hereto as Exhibit 99.6 and Exhibit 99.7. The description of the 2016 SPAs contained herein is qualified in its entirety by reference to Exhibit 99.6 and Exhibit 99.7, which is incorporated herein by reference.

Pursuant to the 2016 SPAs, Markland sold 12,604,188 Ordinary Shares to Junhe Investment Pte. Ltd. and 11,121,343 Ordinary Shares to Mr. Wang Liqun on November 7, 2016 (the "2016 Closing Date").

Although the Reporting Persons have no present intention to acquire securities of the Issuer, they intend to review their 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 it 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, each of Reporting Persons specifically reserves the right to change its intention with respect to any or all of such matters. In reaching any decision as to its course of action (as well as to the specific elements thereof), each of the Reporting Persons currently expects that it 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 Persons; 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 Statement or in the transaction documents described herein, none of the Reporting Persons has any present plans or proposals that relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer;
- (c) A sale or transfer of a material amount of assets of the Issuer;
- (d) Any change in the present board or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person;
- (h) A class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act;
or
- (j) Any action similar to any of those enumerated above.

Item 5 Interest in Securities of the Issuer

The Item 5 is hereby amended and restated as follows:

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

- (a) - (b) The aggregate number of the Ordinary Shares and the percentage of total outstanding Ordinary Shares beneficially owned by each Reporting Person are set forth below. References to percentage ownerships of the Ordinary Shares in this Statement are based on 1,476,208,670 Ordinary Shares, as reported in the Issuer's financial results for the second quarter fiscal year 2016 included as an exhibit to the Issuer's report on Form 6-K furnished to the Commission on August 22, 2016.
-

Sunward. Pursuant to the 2015 SPA, on the 2015 Closing Date, Sunward acquired and became the beneficial owner of 158,219,624 Ordinary Shares.

Markland. Pursuant to the 2015 SPA, on the 2015 Closing Date, Markland acquired and became the beneficial owner of 110,990,992 Ordinary Shares, and subsequently it disposed 23,725,531 Ordinary Shares on the 2016 Closing Date pursuant to the 2016 SPAs. As a result, Markland beneficially owned 87,265,461 Ordinary Shares as of the 2016 Closing Date.

Ms. Zhu. Ms. Zhu is the chairperson and holds 65.3% of outstanding shares of Sunward. In addition, Ms. Zhu is the sole director and holds 87.3% of outstanding shares of Markland. As a result, Ms. Zhu may be deemed have beneficial ownership over the Ordinary Shares owned by both Sunward and Markland.

Except as disclosed in this Statement, none of the Reporting Persons presently has the power to vote or to direct the vote or to dispose or direct the disposition of any Ordinary Shares that they may be deemed to beneficially own.

Other than as set forth herein, to the knowledge of each of the Reporting Persons, no Ordinary Shares are beneficially owned by any of the persons identified in Item 2 of this Statement.

- (c) Except as disclosed in this Statement, none of the Reporting Persons has effected any transaction in the Ordinary Shares during the past 60 days.
- (d) Except as disclosed in this Statement, to the best knowledge of the Reporting Persons, no person other than the Reporting Persons is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by the Reporting Persons.
- (e) Not applicable.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
Exhibit 99.1*	Joint Filing Agreement
Exhibit 99.2:*	Share Purchase Agreement, dated as of June 5, 2015, by and among Wowo Limited, New Admiral Limited, Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. (浙江新司令渔业有限公司), Junhe Investment Pte. Ltd., Shanghai Zhong Ju Investment Management Center (上海中聚投资管理有限公司), Extensive Power Limited, Global Oriental Development Limited, Asia Global Develop Limited, Markland (Hong Kong) Investment Limited, Markland (Hong Kong) Planning Limited, Youlong Huang, Ning Lin, Wai Poon, Gang Wang and Guoping Wu
Exhibit 99.3*:	Voting Agreement, dated as of June 5, 2015, by and among Xiaoxia Zhu, Huimin Wang and Maodong Xu
Exhibit 99.4*:	Registration Rights Agreement, dated as of June 8, 2015, by and among Wowo Limited, Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. (浙江新司令渔业有限公司), Junhe Investment Pte. Ltd., Shanghai Zhong Ju Investment Management Center (上海中聚投资管理有限公司), Extensive Power Limited, Global Oriental Development Limited, Asia Global Develop Limited, Markland (Hong Kong) Investment Limited, Markland (Hong Kong) Planning Limited, Youlong Huang, Ning Lin, Wai Poon, Gang Wang, Guoping Wu, New Field Worldwide Ltd., Link Crossing Limited, Blue Ivy Holdings Limited and Maodong Xu
Exhibit 99.5*:	Lock-Up Agreement, dated as of June 8, 2015, by and between Wowo Limited and Xiaoxia Zhu.
Exhibit 99.6	Share Purchase Agreement, dated as of September 28, 2016, by and among Junhe Investment Pte. Ltd., Xiaoxia Zhu and Markland (Hong Kong) Investment Limited.
Exhibit 99.7	Share Purchase Agreement, dated as of September 28, 2016, by and between Wang Liqun and Markland (Hong Kong) Investment Limited.

*Previously filed

SCHEDULE A

EXECUTIVE OFFICERS AND DIRECTORS OF THE REPORTING PERSONS

The business address for each director and executive officer of Sunward is 236 Caihong Nan Road, Ningbo City, Zhejiang Province, People's Republic of China, and the business address for each director and executive officer of Markland is Room 802, 8/F, Shui On Centre, 6-8 Harbour Rd, Wan Chai, Hong Kong. The name, present principal occupation and citizenship of each director and executive officer of the Reporting Persons are set forth below:

Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd.

Name and Position	Present Principal Occupation	Citizenship
Ms. Xiaoxia Zhu - Chairperson	Chairperson of Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. and Co-chairperson and Chief Executive Officer of Wowo Limited.	People's Republic of China
Mr. Zhen Hu – Director	Director of Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd., and General Manager of Hong Kong Area of Xiao Nan Guo Restaurants Holdings Limited.	People's Republic of China
Ms. Dongsheng Xu - Director	Director and General Manager of Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd.	People's Republic of China
Ms. Liyun Cao - Director	Director of Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. and Director and Vice President of Wowo Limited.	People's Republic of China
Mr. Yong Qian - Director	Director and Vice General Manager of Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd.	People's Republic of China

Markland (Hong Kong) Investment Limited

Name and Position	Present Principal Occupation	Citizenship
Ms. Xiaoxia Zhu - Director	Chairperson of Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. and Co-chairperson and Chief Executive Officer of Wowo Limited.	People's Republic of China

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: November 9, 2016

Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd.

By: /s/ Xiaoxia Zhu

Name: Xiaoxia Zhu

Title: Chairwoman

Markland (Hong Kong) Investment Limited

By: /s/ Xiaoxia Zhu

Name: Xiaoxia Zhu

Title: Director

Xiaoxia Zhu

By: /s/ Xiaoxia Zhu

Name: Xiaoxia Zhu

SHARE PURCHASE AGREEMENT

BY AND BETWEEN

JUNHE INVESTMENT PTE. LTD.

AND

ZHU XIAOXIA

AND

MARKLAND (HONG KONG) INVESTMENT LIMITED

Dated as of September 28, 2016

TABLE OF CONTENTS

	Page
ARTICLE I Definitions	1
Section 1.1 Certain Definitions	1
Section 1.2 Interpretation and Rules of Construction	4
ARTICLE II Sale and Purchase of Shares	5
Section 2.1 Sale and Purchase of Shares	5
Section 2.2 Closing Date	5
Section 2.3 Closing Deliveries by the Selling Shareholder	5
Section 2.4 Closing Deliveries by the Purchaser	5
ARTICLE III Representations and Warranties of the Selling Shareholder	6
Section 3.1 Organization and Good Standing	6
Section 3.2 Title to the Subject Shares	6
Section 3.3 Authorization	6
Section 3.4 Conflicts; Consents of Third Parties	7
Section 3.5 No Litigation	7
Section 3.6 Exempt Offering	7
ARTICLE IV Representations and Warranties of the Purchaser	7
Section 4.1 Organization and Good Standing	7
Section 4.2 Title to the Exchange Shares	7
Section 4.3 Authorization	8
Section 4.4 Conflicts; Consents of Third Parties	8
Section 4.5 No Litigation	8
Section 4.6 Exempt Offering	8
ARTICLE V Conditions to the Closing	8
Section 5.1 Conditions to Obligations of All Parties	8
Section 5.2 Conditions to Obligations of the Purchaser	9
Section 5.3 Conditions to Obligations of the Selling Shareholder	9
ARTICLE VI Covenants and Additional Agreements	10
Section 6.1 Further Assurances	10
Section 6.2 Confidentiality and Publicity	10
ARTICLE VII Miscellaneous	10
Section 7.1 Expenses	10
Section 7.2 Governing Law	10
Section 7.3 Arbitration	11
Section 7.4 Entire Agreement; Amendments and Waivers	11
Section 7.5 Specific Performance	12
Section 7.6 Notices	12
Section 7.7 Severability	12
Section 7.8 Binding Effect; Assignment	13
Section 7.9 Counterparts	13
Section 7.10 Termination	13
Schedule A	17

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this "Agreement"), dated as of September 28, 2016, is entered into by and between Markland (Hong Kong) Investment Limited, a Hong Kong company (the "Selling Shareholder"), and Junhe Investment Pte. Ltd., a Singapore company (the "Purchaser") and Zhu Xiaoxia ("Ms. Zhu").

WITNESSETH:

WHEREAS, the Selling Shareholder owns 110,990,992 Wowo Shares (as defined below), representing approximately 7.52% of the entire issued share capital of Wowo Limited, a Cayman Islands company;

WHEREAS, prior to the date of this Agreement, Ms. Zhu agreed to transfer to the Purchaser 2,611,891 Markland Shares (as defined below), representing approximately 11.36% of the entire issued share capital of the Selling Shareholder, which has not been completed prior to the date of this Agreement;

WHEREAS, the Selling Shareholder desires to sell to the Purchaser, on the terms and subject to the conditions set forth herein, the Subject Shares owned by the Selling Shareholder and associated rights embodied therein, in exchange for the Exchange Shares and associated rights embodied therein; and

WHEREAS, the Purchaser desires to procure the transfer to the Selling Shareholder (or such persons designated by it), on the terms and subject to the conditions set forth herein, the Exchange Shares and associated rights embodied therein as consideration for the purchase of the Subject Shares owned by the Selling Shareholder and associated rights embodied therein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I **Definitions**

Section 1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Affiliate" means any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person, including, without limitation, with respect to any Person that is an individual, his or her Immediate Family Members.

"Agreement" has the meaning ascribed to it in the Preamble.

“Business Day” means a day that is not a Saturday or Sunday or any other day on which banks in the Hong Kong or Singapore are required or authorized to be closed.

“Closing” has the meaning ascribed to it in Section 2.2.

“Closing Date” has the meaning ascribed to it in Section 2.2.

“Contract” means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, franchise or license (whether written or oral).

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors (or similar governing body) of such Person; the term “Controlled” has the meaning correlative to the foregoing.

“Dispute” has the meaning ascribed to it in Section 7.3.

“Drop Dead Date” means September 30, 2016.

“Exchange Shares” has the meaning ascribed to it in Section 2.1.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“HKIAC Rules” has the meaning ascribed to it in Section 7.3.

“HKIAC” has the meaning ascribed to it in Section 7.3.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Immediate Family Members” means, with respect to any natural Person, (a) such Person’s spouse, parents, parents-in-law, grandparents, children, grandchildren, siblings and siblings-in-law (in each case whether adoptive or biological), (b) spouses of such Person’s children, grandchildren and siblings (in each case whether adoptive or biological) and (c) estates, trusts, partnerships and other Persons which directly or indirectly through one or more intermediaries are Controlled by the foregoing.

“knowledge” means, with respect to the Selling Shareholder, the knowledge actually possessed, or, to the extent that the Selling Shareholder, individually or together with its Affiliates, has a right to appoint and has appointed a director to the board of directors of the Company, that would have been possessed after due inquiry by the Selling Shareholder with the director appointed to the board of directors of the Company, if any, by the Selling Shareholder and, with respect to the Purchaser, the knowledge actually possessed.

“Law” means any foreign, federal, state, municipal or local law, statute, code, ordinance, rule, decree, regulation or any common law of any Governmental Authority or jurisdiction.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings or investigations (whether civil or criminal, judicial or administrative, at law or in equity, or public or private) by or before a Governmental Authority.

“Lien” means any pledge, lien, charge, right of first refusal or other option to purchase or otherwise acquire any interest, easement, security interest or other encumbrance.

“Markland Shares” means the ordinary shares of Markland (Hong Kong) Investment Limited, a Hong Kong company.

“Order” means any written order, injunction, judgment, decree, notice, ruling, writ, assessment or arbitration award of a Governmental Authority.

“Organizational Documents” means, with respect to an entity, its certificate of incorporation, articles of incorporation, by-laws, articles of association, memorandum of association, certificate of trust, trust agreement, partnership agreement, limited partnership agreement, certificate of formation, limited liability company agreement or operating agreement, as applicable.

“Party” means a party to this Agreement.

“Permit” means any approval, authorization, consent, license, permit or certificate of or issued by a Governmental Authority.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“PRC” or “China” means the People’s Republic of China, excluding, for purposes of this Agreement, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan.

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Shareholder” has the meaning ascribed to it in the Preamble.

“Subject Shares” has the meaning ascribed to it in Section 2.1.

“Tax” or “Taxes” means (a) any federal, national, provincial, municipal or local taxes, duties, imposts, levies, or other like assessments in the nature of a tax, in each case, imposed by any Governmental Authority, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, tariffs (including import duty and import value-added tax), and other taxes, and (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in clause (a) above.

“Taxing Authority” means any Governmental Authority responsible for the administration of any Tax.

“transfer” means, (i) when used as a verb, to sell, assign, dispose of, transfer, exchange, pledge, encumber, hypothecate or otherwise transfer securities, assets or other property or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction, merger, recapitalization, scheme of arrangement, amalgamation or other transaction or by operation of law), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such securities, assets or other property or any participation or interest therein or any agreement or commitment to do any of the foregoing.

“U.S.” means the United States of America.

“Wowo Shares” means the ordinary shares of Wowo Limited, a Cayman Islands company.

Section 1.2 Interpretation and Rules of Construction.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) the provision of a Table of Contents, the division of this Agreement into articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement;

(ii) any reference in this Agreement to an Article, Section, Exhibit or Schedule, is a reference to an Article or Section of, or a Schedule or Exhibit to, this Agreement, unless otherwise indicated. All Exhibits and Schedules hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(iii) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and *vice versa*;

(iv) the word “including” or any variation thereof means (unless the context of its usage otherwise requires) “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it;

(v) words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires;

(vi) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded;

(vii) the term “non-assessable,” when used with respect to any Shares, means that no further sums are required to be paid by the holders thereof in connection with the issue thereof; and

(viii) except as otherwise provided herein, any reference in this Agreement to \$ or US\$ means U.S. dollars, the lawful currency of the U.S.

(b) In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

Sale and Purchase of Shares

Section 2.1 **Sale and Purchase of Shares.** Upon the terms and subject to the conditions set forth herein, at the Closing, the Selling Shareholder shall sell to the Purchaser 12,604,188 Wowo Shares (the “Subject Shares”) free and clear of all Liens, and the Purchaser shall procure Ms. Zhu to transfer and Ms. Zhu shall transfer to the Selling Shareholder (or such persons designated by it as more particularly set out in Schedule A to this Agreement) 2,611,891 Markland Shares (the “Exchange Shares”) free and clear of all Liens and restrictive legends.

Section 2.2 **Closing Date.** Subject to the terms and conditions of this Agreement including satisfaction or, to the extent permissible, waiver by the Party or Parties entitled to the benefit of the conditions set forth in Article V (other than conditions that by their nature are to be satisfied at the Closing (as defined below), but subject to the satisfaction or, to the extent permissible, waiver of those conditions at Closing), the sale and purchase of the Subject Shares and Exchange Shares as contemplated by this Agreement (the “Closing”) shall take place on a date that is agreed by the Parties no later than the Drop Dead Date (the date on which the Closing occurs, the “Closing Date”), unless another date is agreed to in writing by the Parties.

Section 2.3 **Closing Deliveries by the Selling Shareholder.** At the Closing, the Selling Shareholder shall provide to the Purchaser an updated register of members of Wowo Limited showing the Purchaser as the holder of the Subject Shares.

Section 2.4 **Closing Deliveries by the Purchaser.** At the Closing, the Purchaser shall provide to or cause to be provided to the Selling Shareholder an updated register of members of Markland (Hong Kong) Investment Limited showing the Selling Shareholder (or such persons designated by it as more particularly set out in Schedule A to this Agreement) as the holder of the Exchange Shares.

ARTICLE III
Representations and Warranties of the Selling Shareholder

The Selling Shareholder hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article III is correct and not misleading.

Section 3.1 Organization and Good Standing. The Selling Shareholder is duly organized, validly existing and in good standing under the Laws of the Hong Kong, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 3.2 Title to the Subject Shares. The Selling Shareholder is the record and beneficial owner of the Subject Shares, free and clear of any and all Liens. The Selling Shareholder is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Subject Shares, and other than this Agreement, there are no outstanding Contracts or understandings to which the Selling Shareholder is a party involving the purchase, sale or other acquisition or disposition of the Subject Shares or any interest therein. Upon consummation of the Closing as provided in Article II, the Purchaser through Ms. Zhu will have good and valid title to the Subject Shares, free and clear of all Liens (other than any Liens that may arise as a result of Contract to which the Purchaser is a party) and restrictions on transfer (except for restrictions on transfer under applicable securities Laws). The sale of the Subject Shares pursuant to this Agreement is not subject to preemptive or other similar rights.

Section 3.3 Authorization. The Selling Shareholder has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by or on behalf of the Selling Shareholder have been duly authorized by all necessary corporate action on the part of the Selling Shareholder. This Agreement has been duly executed and delivered by the Selling Shareholder, and, when executed and delivered by the Selling Shareholder, assuming due authorization, execution and delivery by the Purchaser, constitutes legal, valid and binding obligations of the Selling Shareholder, enforceable against the Selling Shareholder in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 3.4 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Selling Shareholder of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Selling Shareholder, (ii) conflict with or violate any Law or Order applicable to the Selling Shareholder or the assets, properties or businesses of the Selling Shareholder, or (iii) 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 note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which the Selling Shareholder is a party or result in the creation of any Lien upon any of the properties or assets of the Selling Shareholder, other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not, individually or in the aggregate, materially affect the authority or ability of the Selling Shareholder to perform its obligations under this Agreement.

Section 3.5 No Litigation. There are no Legal Proceedings by or against the Selling Shareholder or its Subject Shares, pending before any Governmental Authority or threatened to be brought by or before any Governmental Authority (a) which would, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Selling Shareholder to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 3.6 Exempt Offering. The offer and sale of the Subject Shares under this Agreement are or will be exempt from the registration requirements and prospectus delivery requirements of the Securities Act, and from the registration or qualification requirements of any other applicable U.S. securities Laws and regulations.

ARTICLE IV

Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Selling Shareholder, as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article IV is correct and not misleading.

Section 4.1 Organization and Good Standing. The Purchaser is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 4.2 Title to the Exchange Shares. Ms. Zhu is the registered owner of the Exchange Shares, free and clear of any and all Liens and Ms. Zhu has agreed to transfer to the Purchaser the Exchange Shares prior to the date of this Agreement. The Purchaser and Ms. Zhu is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Exchange Shares, and other than this Agreement and the aforesaid agreement between the Purchaser and Ms. Zhu, there are no outstanding Contracts or understandings to which the Purchaser is a party involving the purchase, sale or other acquisition or disposition of the Exchange Shares or any interest therein. Upon consummation of the Closing as provided in Article II, the Selling Shareholder will have good and valid title to the Exchange Shares, free and clear of all Liens and restrictions on transfer (including without limitation restrictions on transfer under the Securities Act). The transfer of the Exchange Shares pursuant to this Agreement is not subject to preemptive or other similar rights.

Section 4.3 Authorization. The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and, when executed and delivered by the Purchaser, assuming due authorization, execution and delivery by the Selling Shareholder, constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 4.4 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Purchaser of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Purchaser, (ii) conflict with or violate any Law or Order applicable to the Purchaser or the assets, properties or businesses of the Purchaser, or (iii) 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 note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which the Purchaser is a party or result in the creation of any Lien upon any of the properties or assets of the Purchaser, other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not affect the Purchaser's ability in material respects to consummate the transactions contemplated herein.

Section 4.5 No Litigation. There are no Legal Proceedings by or against the Purchaser, its Exchange Shares, pending before any Governmental Authority or threatened to be brought by or before any Governmental Authority (a) which would, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Purchaser to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 4.6 Exempt Offering. The offer and sale of the Exchange Shares under this Agreement are or will be exempt from the registration requirements and prospectus delivery requirements of the Securities Act, and from the registration or qualification requirements of any other applicable securities Laws and regulations.

ARTICLE V

Conditions to the Closing

Section 5.1 Conditions to Obligations of All Parties.

(a) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(b) No Legal Proceedings shall have been instituted or threatened by a Governmental Authority of competent jurisdiction or any third party that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement.

Section 5.2 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to purchase and pay for the Subject Shares as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(a) The representations and warranties of the Selling Shareholder contained in Article III of this Agreement shall have been true and correct in all material respects on the date of this Agreement and true and correct in all material respects (or, if qualified by materiality or material adverse effect, true and correct in all respects) on and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Selling Shareholder shall have performed and complied in all material respects with all, and not be in breach or default in any material respects 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.

(c) All corporate and other actions required to be taken by the Selling Shareholder or the Company in connection with the sale of the Subject Shares shall have been completed.

Section 5.3 Conditions to Obligations of the Selling Shareholder. The obligation of the Selling Shareholder to purchase and pay for the Exchange Shares as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Selling Shareholder in its sole discretion:

(a) The representations and warranties of the Purchaser contained in Article IV of this Agreement shall have been true and correct in all material respects on the date of this Agreement and true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Purchaser shall have performed and complied in all material respects with all, and not be in breach or default in any material respect 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.

(c) All corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Subject Shares shall have been completed.

ARTICLE VI
Covenants and Additional Agreements

Section 6.1 Further Assurances. Each Party shall take all actions necessary or advisable and do all things (including to execute and deliver documents and other papers) necessary or advisable to consummate the transactions contemplated by this Agreement.

Section 6.2 Confidentiality and Publicity.

(a) Each Party agrees to, and shall cause its agents, representatives, Affiliates, employees, officers and directors to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) all confidential or proprietary information with respect to the other Parties or relating to the transactions contemplated hereby, (ii) in the event that any Party or any agent, representative, Affiliate, employee, officer or director of such Party becomes legally compelled to disclose any such information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any filing on or in connection with a Schedule 13D or Schedule 13G, as the case may be, or any amendments thereto and including any rule or regulation of any national securities exchange), provide the relevant Party with prompt written notice of such requirement so that the relevant Party may seek a protective order or other remedy or waive compliance with this Section 6.2(a), and (iii) in the event that such protective order or other remedy is not obtained, or the relevant Party waives compliance with this Section 6.2(a), furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable endeavors to obtain assurances that confidential treatment will be accorded such information; provided, however, that this Section 6.2(a) shall not apply to any information that, at the time of disclosure, is in the public domain and was not disclosed in breach of this Agreement by such Party or any of its agents, representatives, Affiliates, employees, officers or directors.

(b) No Party 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 Purchaser (in the case of a proposed release or announcement by the Selling Shareholder) or of the Selling Shareholder (in the case of a proposed release or announcement by the Purchaser), unless otherwise required by Law or Governmental Authority.

ARTICLE VII
Miscellaneous

Section 7.1 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

Section 7.2 Governing Law. This Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the Laws of the State of New York (without regard to its conflicts of laws rules that would mandate the application of the Laws of another jurisdiction).

Section 7.3 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a “Dispute”) shall be finally settled by arbitration.

(a) The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the HKIAC Administered Arbitration Rules then in force (the “HKIAC Rules”).

(b) The law of this arbitration clause as set forth in Section 7.2 shall be the Laws of the State of New York.

(c) The number of arbitrators shall be three (3). One arbitrator shall be appointed by the Selling Shareholder and one arbitrator shall be appointed by the Purchaser. The third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the arbitrators appointed by the first two Parties. Any arbitrator that is not so appointed shall instead be appointed in accordance with the HKIAC Rules.

(d) The language to be used in the arbitration proceedings shall be English.

(e) Subject to the agreement of the arbitral tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s) shall be resolved by the arbitral tribunal already appointed to hear the existing Dispute(s).

(f) The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties.

(g) Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets. For the purpose of the enforcement of an award, the Parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement, including any defenses based on lack of personal jurisdiction or inconvenient forum.

Section 7.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement among the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Purchaser and the Selling Shareholder. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 7.5 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, each Party shall be entitled to specific performance of the terms hereof. It is accordingly agreed that, each Party shall be entitled to an injunction or injunctions to prevent such breaches of this Agreement and to enforce specifically (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) such terms and provisions of this Agreement, this being in addition to any other remedy to which each Party is entitled at law or in equity.

Section 7.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by fax (with written confirmation of transmission), (iii) when sent by e-mail (with written confirmation of transmission) if sent during normal business hours of the recipient, or if not, then on the next Business Day, or (iv) two (2) Business Days following the day sent by international overnight courier (with written confirmation of receipt), in each case at the physical addresses, e-mail addresses and facsimile numbers set forth below (or to such other address, e-mail address or facsimile number as a Party may have specified by notice given to the other party pursuant to this provision):

To the Selling Shareholder

Address:
Fax number:
Email:
Attention.:

To the Purchaser

Address: No.1 Senoko Road, #70-00, S(758134)
Fax number: +65 6286 2222
Attention.: Ms. Juliette Lee

To Ms. Zhu

Address:
Fax number:
Attention.:

Section 7.7 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 or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties 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 7.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by (i) any Party, directly or indirectly, without the prior written consent of the other Party, and any attempted assignment in violation of this Section 7.8 shall be void.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 7.10 Termination.

(a) This Agreement may be terminated: (i) by the mutual written consent of the Parties at any time prior to the Closing; (ii) by the Purchaser by written notice to the Selling Shareholder if the Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Selling Shareholder pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure cannot be cured by the Selling Shareholder by the Drop Dead Date; or (iii) by the Selling Shareholder by written notice to the Purchaser if the Selling Shareholder is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure cannot be cured by the Purchaser by the Drop Dead Date.

(b) In the event of the termination of this Agreement in accordance with this Section 7.10, this Agreement shall forthwith become void, and there shall be no liability on the part of any Party hereto except: (i) as set forth in this Article VII; and (ii) that nothing herein shall relieve any Party hereto from liability for any intentional breach of any provision hereof.

** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK **

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

MARKLAND (HONG KONG) INVESTMENT LIMITED

By: /s/ Zhu Xiaoxia
Name: Zhu Xiaoxia
Title: Director

[Signature Page to Share Purchase Agreement]

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

JUNHE INVESTMENT PTE. LTD.

By: /s/Goi Seng Hui

Name: Goi Seng Hui

Title: Director

[Signature Page to Share Purchase Agreement]

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

ZHU XIAOXIA

By: /s/Zhu Xiaoxia

[Signature Page to Share Purchase Agreement]

Schedule A

THE SELLING SHAREHOLDER'S DESIGNATED PERSONS

Name of the Selling Shareholder's Designated Persons	No. of Exchange Shares/ Markland Shares to be taken up by the Designated Person	Approximately % in Markland	No. of relevant Subject Shares/ Wowo Shares	Approximately % in Wowo
Zhu Xiaoxia (<u> </u>)	2,280,064 (<i>Note</i>)	9.91%	11,002,898	0.7453%
<u>Cao Xie Qiong</u> <u> </u>	29,866	0.13%	144,122	0.0098%
<u>Sun Weilei</u> <u> </u>	14,933	0.06%	72,061	0.0049%
<u>Shao Jianjun</u> <u> </u>	44,798	0.19%	216,183	0.0146%
<u>Cao Liyun</u> <u> </u>	74,664	0.32%	360,304	0.0244%
<u>Pan Feng</u> <u> </u>	167,566	0.73%	808,620	0.0548%
Total	2,611,891	11.36%	12,604,188	0.85%

Note: prior to the date of this Agreement, Ms. Zhu agreed to transfer to the Purchaser 2,611,891 Markland Shares, which has not been completed. Pursuant to this Agreement, the Selling Shareholder designated Ms. Zhu to take up 2,280,064 Markland Shares. The parties hereto agreed that 2,280,064 Markland Shares currently held by Ms. Zhu are deemed to be transferred under this Agreement upon Closing.

SHARE PURCHASE AGREEMENT

BY AND BETWEEN

WANG LIQUN

AND

MARKLAND (HONG KONG) INVESTMENT LIMITED

Dated as of September 28, 2016

TABLE OF CONTENTS

	Page
ARTICLE I Definitions	1
Section 1.1 Certain Definitions	1
Section 1.2 Interpretation and Rules of Construction	4
ARTICLE II Sale and Purchase of Shares	5
Section 2.1 Sale and Purchase of Shares	5
Section 2.2 Closing Date	5
Section 2.3 Closing Deliveries by the Selling Shareholder	5
Section 2.4 Closing Deliveries by the Purchaser	5
ARTICLE III Representations and Warranties of the Selling Shareholder	6
Section 3.1 Organization and Good Standing	6
Section 3.2 Title to the Subject Shares	6
Section 3.3 Authorization	6
Section 3.4 Conflicts; Consents of Third Parties	6
Section 3.5 No Litigation	7
Section 3.6 Exempt Offering	7
ARTICLE IV Representations and Warranties of the Purchaser	7
Section 4.1 Organization and Good Standing	7
Section 4.2 Title to the Exchange Shares	7
Section 4.3 Authorization	7
Section 4.4 Conflicts; Consents of Third Parties	8
Section 4.5 No Litigation	8
Section 4.6 Exempt Offering	8
ARTICLE V Conditions to the Closing	8
Section 5.1 Conditions to Obligations of All Parties	8
Section 5.2 Conditions to Obligations of the Purchaser	9
Section 5.3 Conditions to Obligations of the Selling Shareholder	9
ARTICLE VI Covenants and Additional Agreements	9
Section 6.1 Further Assurances	9
Section 6.2 Confidentiality and Publicity	10
ARTICLE VII Miscellaneous	10
Section 7.1 Expenses	10
Section 7.2 Governing Law	10
Section 7.3 Arbitration	10
Section 7.4 Entire Agreement; Amendments and Waivers	11
Section 7.5 Specific Performance	11
Section 7.6 Notices	12
Section 7.7 Severability	12
Section 7.8 Binding Effect; Assignment	12
Section 7.9 Counterparts	12
Section 7.10 Termination	13
Schedule A	16

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this “Agreement”), dated as of September 28, 2016, is entered into by and between Markland (Hong Kong) Investment Limited, a Hong Kong company (the “Selling Shareholder”), and WANG LIQUN (the “Purchaser”).

WITNESSETH:

WHEREAS, the Selling Shareholder owns 110,990,992 Wowo Shares (as defined below), representing approximately 7.52% of the entire issued share capital of Wowo Limited, a Cayman Islands company;

WHEREAS, the Purchaser owns 2,304,609 Markland Shares (as defined below), representing approximately 10.02% of the entire issued share capital of the Selling Shareholder;

WHEREAS, the Selling Shareholder desires to sell to the Purchaser, on the terms and subject to the conditions set forth herein, the Subject Shares owned by the Selling Shareholder and associated rights embodied therein, in exchange for the Exchange Shares and associated rights embodied therein; and

WHEREAS, the Purchaser desires to transfer to the Selling Shareholder (or such persons designated by it), on the terms and subject to the conditions set forth herein, the Exchange Shares and associated rights embodied therein as consideration for the purchase of the Subject Shares owned by the Selling Shareholder and associated rights embodied therein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I **Definitions**

Section 1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Affiliate” means any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person, including, without limitation, with respect to any Person that is an individual, his or her Immediate Family Members.

“Agreement” has the meaning ascribed to it in the Preamble.

“Business Day” means a day that is not a Saturday or Sunday or any other day on which banks in the Hong Kong or Singapore are required or authorized to be closed.

“Closing” has the meaning ascribed to it in Section 2.2.

“Closing Date” has the meaning ascribed to it in Section 2.2.

“Contract” means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, franchise or license (whether written or oral).

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors (or similar governing body) of such Person; the term “Controlled” has the meaning correlative to the foregoing.

“Dispute” has the meaning ascribed to it in Section 7.3.

“Drop Dead Date” means September 30, 2016.

“Exchange Shares” has the meaning ascribed to it in Section 2.1.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“HKIAC Rules” has the meaning ascribed to it in Section 7.3.

“HKIAC” has the meaning ascribed to it in Section 7.3.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Immediate Family Members” means, with respect to any natural Person, (a) such Person’s spouse, parents, parents-in-law, grandparents, children, grandchildren, siblings and siblings-in-law (in each case whether adoptive or biological), (b) spouses of such Person’s children, grandchildren and siblings (in each case whether adoptive or biological) and (c) estates, trusts, partnerships and other Persons which directly or indirectly through one or more intermediaries are Controlled by the foregoing.

“knowledge” means, with respect to the Selling Shareholder, the knowledge actually possessed, or, to the extent that the Selling Shareholder, individually or together with its Affiliates, has a right to appoint and has appointed a director to the board of directors of the Company, that would have been possessed after due inquiry by the Selling Shareholder with the director appointed to the board of directors of the Company, if any, by the Selling Shareholder and, with respect to the Purchaser, the knowledge actually possessed.

“Law” means any foreign, federal, state, municipal or local law, statute, code, ordinance, rule, decree, regulation or any common law of any Governmental Authority or jurisdiction.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings or investigations (whether civil or criminal, judicial or administrative, at law or in equity, or public or private) by or before a Governmental Authority.

“Lien” means any pledge, lien, charge, right of first refusal or other option to purchase or otherwise acquire any interest, easement, security interest or other encumbrance.

“Markland Shares” means the ordinary shares of Markland (Hong Kong) Investment Limited, a Hong Kong company.

“Order” means any written order, injunction, judgment, decree, notice, ruling, writ, assessment or arbitration award of a Governmental Authority.

“Organizational Documents” means, with respect to an entity, its certificate of incorporation, articles of incorporation, by-laws, articles of association, memorandum of association, certificate of trust, trust agreement, partnership agreement, limited partnership agreement, certificate of formation, limited liability company agreement or operating agreement, as applicable.

“Party” means a party to this Agreement.

“Permit” means any approval, authorization, consent, license, permit or certificate of or issued by a Governmental Authority.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“PRC” or “China” means the People’s Republic of China, excluding, for purposes of this Agreement, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan.

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Shareholder” has the meaning ascribed to it in the Preamble.

“Subject Shares” has the meaning ascribed to it in Section 2.1.

“Tax” or “Taxes” means (a) any federal, national, provincial, municipal or local taxes, duties, imposts, levies, or other like assessments in the nature of a tax, in each case, imposed by any Governmental Authority, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, tariffs (including import duty and import value-added tax), and other taxes, and (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in clause (a) above.

“Taxing Authority” means any Governmental Authority responsible for the administration of any Tax.

“transfer” means, (i) when used as a verb, to sell, assign, dispose of, transfer, exchange, pledge, encumber, hypothecate or otherwise transfer securities, assets or other property or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction, merger, recapitalization, scheme of arrangement, amalgamation or other transaction or by operation of law), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such securities, assets or other property or any participation or interest therein or any agreement or commitment to do any of the foregoing.

“U.S.” means the United States of America.

“Wowo Shares” means the ordinary shares of Wowo Limited, a Cayman Islands company.

Section 1.2 Interpretation and Rules of Construction.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) the provision of a Table of Contents, the division of this Agreement into articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement;

(ii) any reference in this Agreement to an Article, Section, Exhibit or Schedule, is a reference to an Article or Section of, or a Schedule or Exhibit to, this Agreement, unless otherwise indicated. All Exhibits and Schedules hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(iii) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and *vice versa*;

(iv) the word “including” or any variation thereof means (unless the context of its usage otherwise requires) “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it;

(v) words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires;

(vi) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded;

(vii) the term “non-assessable,” when used with respect to any Shares, means that no further sums are required to be paid by the holders thereof in connection with the issue thereof; and

(viii) except as otherwise provided herein, any reference in this Agreement to \$ or US\$ means U.S. dollars, the lawful currency of the U.S.

(b) In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

Sale and Purchase of Shares

Section 2.1 **Sale and Purchase of Shares.** Upon the terms and subject to the conditions set forth herein, at the Closing, the Selling Shareholder shall sell to the Purchaser **11,121,341 Wowo Shares** (the “Subject Shares”) free and clear of all Liens, and the Purchaser shall transfer to the Selling Shareholder (or such persons designated by it as more particularly set out in Schedule A to this Agreement) **2,304,609 Markland Shares** (the “Exchange Shares”) free and clear of all Liens and restrictive legends.

Section 2.2 **Closing Date.** Subject to the terms and conditions of this Agreement including satisfaction or, to the extent permissible, waiver by the Party or Parties entitled to the benefit of the conditions set forth in Article V (other than conditions that by their nature are to be satisfied at the Closing (as defined below), but subject to the satisfaction or, to the extent permissible, waiver of those conditions at Closing), the sale and purchase of the Subject Shares and Exchange Shares as contemplated by this Agreement (the “Closing”) shall take place on a date that is agreed by the Parties no later than the Drop Dead Date (the date on which the Closing occurs, the “Closing Date”), unless another date is agreed to in writing by the Parties.

Section 2.3 **Closing Deliveries by the Selling Shareholder.** At the Closing, the Selling Shareholder shall provide to the Purchaser an updated register of members of Wowo Limited showing the Purchaser as the holder of the Subject Shares.

Section 2.4 **Closing Deliveries by the Purchaser.** At the Closing, the Purchaser shall provide to the Selling Shareholder an updated register of members of Markland (Hong Kong) Investment Limited showing the Selling Shareholder (or such persons designated by it as more particularly set out in Schedule A to this Agreement) as the holder of the Exchange Shares.

ARTICLE III
Representations and Warranties of the Selling Shareholder

The Selling Shareholder hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article III is correct and not misleading.

Section 3.1 Organization and Good Standing. The Selling Shareholder is duly organized, validly existing and in good standing under the Laws of the Hong Kong, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 3.2 Title to the Subject Shares. The Selling Shareholder is the record and beneficial owner of the Subject Shares, free and clear of any and all Liens. The Selling Shareholder is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Subject Shares, and other than this Agreement, there are no outstanding Contracts or understandings to which the Selling Shareholder is a party involving the purchase, sale or other acquisition or disposition of the Subject Shares or any interest therein. Upon consummation of the Closing as provided in Article II, the Purchaser will have good and valid title to the Subject Shares, free and clear of all Liens (other than any Liens that may arise as a result of Contract to which the Purchaser is a party) and restrictions on transfer (except for restrictions on transfer under applicable securities Laws). The sale of the Subject Shares pursuant to this Agreement is not subject to preemptive or other similar rights.

Section 3.3 Authorization. The Selling Shareholder has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by or on behalf of the Selling Shareholder have been duly authorized by all necessary corporate action on the part of the Selling Shareholder. This Agreement has been duly executed and delivered by the Selling Shareholder, and, when executed and delivered by the Selling Shareholder, assuming due authorization, execution and delivery by the Purchaser, constitutes legal, valid and binding obligations of the Selling Shareholder, enforceable against the Selling Shareholder in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 3.4 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Selling Shareholder of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Selling Shareholder, (ii) conflict with or violate any Law or Order applicable to the Selling Shareholder or the assets, properties or businesses of the Selling Shareholder, or (iii) 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 note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which the Selling Shareholder is a party or result in the creation of any Lien upon any of the properties or assets of the Selling Shareholder, other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not, individually or in the aggregate, materially affect the authority or ability of the Selling Shareholder to perform its obligations under this Agreement.

Section 3.5 No Litigation. There are no Legal Proceedings by or against the Selling Shareholder or its Subject Shares, pending before any Governmental Authority or threatened to be brought by or before any Governmental Authority (a) which would, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Selling Shareholder to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 3.6 Exempt Offering. The offer and sale of the Subject Shares under this Agreement are or will be exempt from the registration requirements and prospectus delivery requirements of the Securities Act, and from the registration or qualification requirements of any other applicable U.S. securities Laws and regulations.

ARTICLE IV

Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Selling Shareholder, as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article IV is correct and not misleading.

Section 4.1 Organization and Good Standing. The Purchaser is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 4.2 Title to the Exchange Shares. The Purchaser is the record and beneficial owner of the Exchange Shares, free and clear of any and all Liens. The Purchaser is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Exchange Shares, and other than this Agreement, there are no outstanding Contracts or understandings to which the Purchaser is a party involving the purchase, sale or other acquisition or disposition of the Exchange Shares or any interest therein. Upon consummation of the Closing as provided in Article II, the Selling Shareholder will have good and valid title to the Exchange Shares, free and clear of all Liens and restrictions on transfer (including without limitation restrictions on transfer under the Securities Act). The transfer of the Exchange Shares pursuant to this Agreement is not subject to preemptive or other similar rights.

Section 4.3 Authorization. The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and, when executed and delivered by the Purchaser, assuming due authorization, execution and delivery by the Selling Shareholder, constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 4.4 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Purchaser of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Purchaser, (ii) conflict with or violate any Law or Order applicable to the Purchaser or the assets, properties or businesses of the Purchaser, or (iii) 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 note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which the Purchaser is a party or result in the creation of any Lien upon any of the properties or assets of the Purchaser, other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not affect the Purchaser's ability in material respects to consummate the transactions contemplated herein.

Section 4.5 No Litigation. There are no Legal Proceedings by or against the Purchaser, its Exchange Shares, pending before any Governmental Authority or threatened to be brought by or before any Governmental Authority (a) which would, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Purchaser to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 4.6 Exempt Offering. The offer and sale of the Exchange Shares under this Agreement are or will be exempt from the registration requirements and prospectus delivery requirements of the Securities Act, and from the registration or qualification requirements of any other applicable securities Laws and regulations.

ARTICLE V

Conditions to the Closing

Section 5.1 Conditions to Obligations of All Parties.

(a) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(b) No Legal Proceedings shall have been instituted or threatened by a Governmental Authority of competent jurisdiction or any third party that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement.

Section 5.2 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to purchase and pay for the Subject Shares as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(a) The representations and warranties of the Selling Shareholder contained in Article III of this Agreement shall have been true and correct in all material respects on the date of this Agreement and true and correct in all material respects (or, if qualified by materiality or material adverse effect, true and correct in all respects) on and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Selling Shareholder shall have performed and complied in all material respects with all, and not be in breach or default in any material respects 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.

(c) All corporate and other actions required to be taken by the Selling Shareholder or the Company in connection with the sale of the Subject Shares shall have been completed.

Section 5.3 Conditions to Obligations of the Selling Shareholder. The obligation of the Selling Shareholder to purchase and pay for the Exchange Shares as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Selling Shareholder in its sole discretion:

(a) The representations and warranties of the Purchaser contained in Article IV of this Agreement shall have been true and correct in all material respects on the date of this Agreement and true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Purchaser shall have performed and complied in all material respects with all, and not be in breach or default in any material respect 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.

(c) All corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Subject Shares shall have been completed.

ARTICLE VI

Covenants and Additional Agreements

Section 6.1 Further Assurances. Each Party shall take all actions necessary or advisable and do all things (including to execute and deliver documents and other papers) necessary or advisable to consummate the transactions contemplated by this Agreement.

Section 6.2 Confidentiality and Publicity.

(a) Each Party agrees to, and shall cause its agents, representatives, Affiliates, employees, officers and directors to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) all confidential or proprietary information with respect to the other Parties or relating to the transactions contemplated hereby, (ii) in the event that any Party or any agent, representative, Affiliate, employee, officer or director of such Party becomes legally compelled to disclose any such information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any filing on or in connection with a Schedule 13D or Schedule 13G, as the case may be, or any amendments thereto and including any rule or regulation of any national securities exchange), provide the relevant Party with prompt written notice of such requirement so that the relevant Party may seek a protective order or other remedy or waive compliance with this Section 6.2(a), and (iii) in the event that such protective order or other remedy is not obtained, or the relevant Party waives compliance with this Section 6.2(a), furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable endeavors to obtain assurances that confidential treatment will be accorded such information; provided, however, that this Section 6.2(a) shall not apply to any information that, at the time of disclosure, is in the public domain and was not disclosed in breach of this Agreement by such Party or any of its agents, representatives, Affiliates, employees, officers or directors.

(b) No Party 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 Purchaser (in the case of a proposed release or announcement by the Selling Shareholder) or of the Selling Shareholder (in the case of a proposed release or announcement by the Purchaser), unless otherwise required by Law or Governmental Authority.

ARTICLE VII
Miscellaneous

Section 7.1 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

Section 7.2 Governing Law. This Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the Laws of the State of New York (without regard to its conflicts of laws rules that would mandate the application of the Laws of another jurisdiction).

Section 7.3 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a "Dispute") shall be finally settled by arbitration.

(a) The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules").

(b) The law of this arbitration clause as set forth in Section 7.2 shall be the Laws of the State of New York.

(c) The number of arbitrators shall be three (3). One arbitrator shall be appointed by the Selling Shareholder and one arbitrator shall be appointed by the Purchaser. The third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the arbitrators appointed by the first two Parties. Any arbitrator that is not so appointed shall instead be appointed in accordance with the HKIAC Rules.

(d) The language to be used in the arbitration proceedings shall be English.

(e) Subject to the agreement of the arbitral tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s) shall be resolved by the arbitral tribunal already appointed to hear the existing Dispute(s).

(f) The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties.

(g) Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets. For the purpose of the enforcement of an award, the Parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement, including any defenses based on lack of personal jurisdiction or inconvenient forum.

Section 7.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement among the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Purchaser and the Selling Shareholder. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 7.5 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, each Party shall be entitled to specific performance of the terms hereof. It is accordingly agreed that, each Party shall be entitled to an injunction or injunctions to prevent such breaches of this Agreement and to enforce specifically (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) such terms and provisions of this Agreement, this being in addition to any other remedy to which each Party is entitled at law or in equity.

Section 7.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by fax (with written confirmation of transmission), (iii) when sent by e-mail (with written confirmation of transmission) if sent during normal business hours of the recipient, or if not, then on the next Business Day, or (iv) two (2) Business Days following the day sent by international overnight courier (with written confirmation of receipt), in each case at the physical addresses, e-mail addresses and facsimile numbers set forth below (or to such other address, e-mail address or facsimile number as a Party may have specified by notice given to the other party pursuant to this provision):

To the Selling Shareholder Address:
Fax number:
Email:
Attention.:

To the Purchaser Address:
Fax number:
Attention.:

Section 7.7 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 or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties 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 7.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by (i) any Party, directly or indirectly, without the prior written consent of the other Party, and any attempted assignment in violation of this Section 7.8 shall be void.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 7.10 Termination.

(a) This Agreement may be terminated: (i) by the mutual written consent of the Parties at any time prior to the Closing; (ii) by the Purchaser by written notice to the Selling Shareholder if the Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Selling Shareholder pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure cannot be cured by the Selling Shareholder by the Drop Dead Date; or (iii) by the Selling Shareholder by written notice to the Purchaser if the Selling Shareholder is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure cannot be cured by the Purchaser by the Drop Dead Date.

(b) In the event of the termination of this Agreement in accordance with this Section 7.10, this Agreement shall forthwith become void, and there shall be no liability on the part of any Party hereto except: (i) as set forth in this Article VII; and (ii) that nothing herein shall relieve any Party hereto from liability for any intentional breach of any provision hereof.

** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK **

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

MARKLAND (HONG KONG) INVESTMENT LIMITED

By: /s/ Zhu Xiaoxia
Name: Zhu Xiaoxia
Title: Director

[Signature Page to Share Purchase Agreement]

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

WANG LIQUN

By: /s/ Wang Liqun

Name: WANG LIQUN

Title:

[Signature Page to Share Purchase Agreement]

Schedule A

THE SELLING SHAREHOLDER'S DESIGNATED PERSONS

Name of the Selling Shareholder's Designated Persons	No. of Exchange Shares/ Markland Shares to be taken up by the Designated Person	Approximately % in Markland	No. of relevant Subject Shares/ Wowo Shares	Approximately % in Wowo
Zhu Xiaoxia (<u> </u>)	2,011,821	8.75%	9,708,438	0.6577%
<u>Cao Xie Qiong</u> (<u> </u>)	26,352	0.11%	127,166	0.0086%
<u>Sun Weilei</u> (<u> </u>)	13,176	0.06%	63,583	0.0043%
<u>Shao Jianjun</u> (<u> </u>)	39,528	0.17%	190,749	0.0129%
<u>Cao Liyun</u> (<u> </u>)	65,880	0.29%	317,916	0.0215%
<u>Pan Feng</u> (<u> </u>)	147,852	0.64%	713,490	0.0483%
Total	2,304,609	10.02%	11,121,342	0.75%