

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

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

SCHEDULE 13D  
(Amendment No. 3\*)

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED  
PURSUANT TO RULE 13d-2(a)

Under the Securities Exchange Act of 1934

**Uxin Limited**

(Name of Issuer)

**Class A Ordinary Shares, par value US\$0.0001 per share**

(Title of Class of Securities)

**91818X108** <sup>(1)</sup>

(CUSIP Number)

**Steven G. Glenn  
Managing Director  
Warburg Pincus LLC  
450 Lexington Avenue  
New York, NY 10017**

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

**July 12, 2021**

(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 Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See 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 three Class A Ordinary Shares of the Issuer

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(1)	Names of Reporting Persons Redrock Holding Investments Limited (“Redrock”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o	
(6)	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 123,847,794 Class A Ordinary Shares <sup>(1)</sup>
	(8)	Shared Voting Power 0
	(9)	Sole Dispositive Power 123,847,794 Class A Ordinary Shares <sup>(1)</sup>
	(10)	Shared Dispositive Power 0
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 123,847,794 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o	
(13)	Percent of Class Represented by Amount in Row (11) 10.8%*	
(14)	Type of Reporting Person (See Instructions) CO	

(1) Represents 123,847,794 Class A Ordinary Shares of Uxin Limited (the “Issuer”) directly held by Redrock, among which, (i) 112,197,309 Class A Ordinary Shares are represented by 37,399,103 American depository shares and (ii) 11,650,485 Class A Ordinary Shares were issued to Redrock upon conversion of 30% of the outstanding principal amount of the Convertible Note held by Redrock pursuant to the Supplementary Agreement (see Item 3).

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

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CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus Private Equity XI, L.P. (“ <u>WP XI</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 74,893,943.92 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 74,893,943.92 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 74,893,943.92 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 6.5%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 74,893,943.92 Class A Ordinary Shares beneficially owned by WP XI through its 60.5% equity interest in Redrock.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus Private Equity XI-B, L.P. (“ <u>WP XI-B</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 13,870,680.46 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 13,870,680.46 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 13,870,680.46 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 1.2%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 13,870,680.46 Class A Ordinary Shares beneficially owned by WP XI-B through its 11.2% equity interest in Redrock.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus Private Equity XI-C, L.P. (“ <u>WP XI-C</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 318,536.53 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 0.03%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 318,536.53 Class A Ordinary Shares beneficially owned by WP XI-C through its 0.3% equity interest in Redrock.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus XI (Asia), L.P. ("WP XI Asia")	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 27,322,532.46 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 27,322,532.46 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 27,322,532.46 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 2.4%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 27,322,532.46 Class A Ordinary Shares beneficially owned by WP XI Asia through its 22.1% equity interest in Redrock.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

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CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus XI Partners, L.P. (“ <u>WP XI Partners</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 4,826,261.84 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 4,826,261.84 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 4,826,261.84 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 0.4%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 4,826,261.84 Class A Ordinary Shares beneficially owned by WP XI Partners through its 3.9% equity interest in Redrock.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons WP XI Partners, L.P. ("WP XIP")	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 2,615,838.80 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 2,615,838.80 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 2,615,838.80 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 0.2%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 2,615,838.80 Class A Ordinary Shares beneficially owned by WP XIP through its 2.1% equity interest in Redrock.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.



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CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus LLC (“ <u>WP LLC</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization New York	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 123,847,794 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 123,847,794 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 123,847,794 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 10.8%*	
(14)	Type of Reporting Person (See Instructions) OO	

(1) Represents 123,847,794 Class A Ordinary Shares beneficially owned by WP LLC as the manager of WP XI, WP XI-B, WP XI-C, WP XI Partners, WP XIP (collectively, the “WP XI Funds”) and WP XI Asia.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus XI, L.P. (“ <u>WP XI GP</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 96,206,725.02 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 8.4%*	
(14)	Type of Reporting Person (See Instructions) OO	

(1) Represents 96,206,725.02 Class A Ordinary Shares beneficially owned by WP XI GP as the general partner of each of WP XI, WP XI-B, WP XI Partners and WP XIP.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons WP Global LLC (“WP Global”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 96,206,725.02 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 8.4%*	
(14)	Type of Reporting Person (See Instructions) OO	

(1) Represents 96,206,725.02 Class A Ordinary Shares beneficially owned by WP Global as the general partner of WP XI GP.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

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CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus Partners II, L.P. (“WPP II”)
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC Use Only
(4)	Source of Funds (See Instructions) OO
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
(6)	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With:	(7) Sole Voting Power 0
	(8) Shared Voting Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
	(9) Sole Dispositive Power 0
	(10) Shared Dispositive Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 96,206,725.02 Class A Ordinary Shares
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11) 8.4%*
(14)	Type of Reporting Person (See Instructions) PN

(1) Represents 96,206,725.02 Class A Ordinary Shares beneficially owned by WPP II as the managing member of WP Global.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

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CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus Partners GP LLC ("WPP GP LLC")	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 96,206,725.02 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 8.4%*	
(14)	Type of Reporting Person (See Instructions) OO	

(1) Represents 96,206,725.02 Class A Ordinary Shares beneficially owned by WPP GP LLC as the general partner of WPP II.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus & Co (“WP”)
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC Use Only
(4)	Source of Funds (See Instructions) OO
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
(6)	Citizenship or Place of Organization New York
Number of Shares Beneficially Owned by Each Reporting Person With:	(7) Sole Voting Power 0
	(8) Shared Voting Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
	(9) Sole Dispositive Power 0
	(10) Shared Dispositive Power 96,206,725.02 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 96,206,725.02 Class A Ordinary Shares
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11) 8.4%*
(14)	Type of Reporting Person (See Instructions) PN

(1) Represents 96,206,725.02 Class A Ordinary Shares beneficially owned by WP as the managing member of WPP GP LLC.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus (Cayman) XI, L.P. (" <u>WP XI Cayman GP</u> ")
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC Use Only
(4)	Source of Funds (See Instructions) OO
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
(6)	Citizenship or Place of Organization Cayman Islands
Number of Shares Beneficially Owned by Each Reporting Person With:	(7) Sole Voting Power 0
	(8) Shared Voting Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
	(9) Sole Dispositive Power 0
	(10) Shared Dispositive Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 318,536.53 Class A Ordinary Shares
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11) 0.03%*
(14)	Type of Reporting Person (See Instructions) PN

(1) Represents 318,536.53 Class A Ordinary Shares beneficially owned by WP XI Cayman GP as the general partner of WP XI-C.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus XI-C, LLC (“ <u>WP XI-C LLC</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 318,536.53 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 0.03%*	
(14)	Type of Reporting Person (See Instructions) OO	

(1) Represents 318,536.53 Class A Ordinary Shares beneficially owned by WP XI-C LLC as the general partner of WP XI Cayman GP.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.



AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus (Bermuda) XI, Ltd. (“ <u>WP XI Bermuda</u> ”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Bermuda	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 318,536.53 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 318,536.53 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 0.03%*	
(14)	Type of Reporting Person (See Instructions) CO	

(1) Represents 318,536.53 Class A Ordinary Shares beneficially owned by WP XI Bermuda as the general partner of WP XI Cayman GP.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus Partners II (Cayman), L.P. (“WPP II Cayman”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 27,641,068.98 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 27,641,068.98 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 27,641,068.98 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 2.4%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 27,641,068.98 Class A Ordinary Shares beneficially owned by WPP II Cayman (A) as the managing member of WP XI-C LLC and the sole shareholder of WP XI Bermuda, and (B) as the managing member of WP XI Asia GP LLC.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus (Bermuda) Private Equity GP Ltd. (“WP Bermuda GP”)	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Bermuda	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 27,641,068.98 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 27,641,068.98 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 27,641,068.98 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 2.4%*	
(14)	Type of Reporting Person (See Instructions) CO	

(1) Represents 27,641,068.98 Class A Ordinary Shares beneficially owned by WP Bermuda GP as the general partner of WPP II Cayman.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus XI (Asia) GP, L.P. ("WP XI Asia GP")	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions) OO	
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 27,322,532.46 Class A Ordinary Shares <sup>(1)</sup>
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 27,322,532.46 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 27,322,532.46 Class A Ordinary Shares	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11) 2.4%*	
(14)	Type of Reporting Person (See Instructions) PN	

(1) Represents 27,322,532.46 Class A Ordinary Shares beneficially owned by WP XI Asia GP as the general partner of WP XI Asia.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

(1)	Names of Reporting Persons Warburg Pincus XI (Asia) GP, LLC (“WP XI Asia GP LLC”)
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC Use Only
(4)	Source of Funds (See Instructions) OO
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
(6)	Citizenship or Place of Organization Cayman Islands
Number of Shares Beneficially Owned by Each Reporting Person With:	(7) Sole Voting Power 0
	(8) Shared Voting Power 27,322,532.46 Class A Ordinary Shares <sup>(1)</sup>
	(9) Sole Dispositive Power 0
	(10) Shared Dispositive Power 27,322,532.46 Class A Ordinary Shares <sup>(1)</sup>
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 27,322,532.46 Class A Ordinary Shares
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11) 2.4%*
(14)	Type of Reporting Person (See Instructions) OO

(1) Represents 27,322,532.46 Class A Ordinary Shares beneficially owned by WP XI Asia GP LLC as the general partner of WP XI Asia GP.

\* The calculation assumes that there is a total of 1,151,333,621 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,084,343,330 Class A Ordinary Shares outstanding immediately prior to the First Closing Date (being July 12, 2021) and (ii) 66,990,291 Class A Ordinary Shares issued upon partial conversion of the Convertible Notes pursuant to the Supplementary Agreement.

## AMENDMENT NO. 3 TO SCHEDULE 13D

CUSIP No. 91818X108

This Amendment No. 3 to Schedule 13D (this "Amendment No.2") amends and supplements the Schedule 13D originally filed by the Reporting Persons on June 18, 2019 (the "Original Schedule 13D"), Amendment No. 1 to Schedule 13D filed by the Reporting Persons on February 10, 2020 (the "Amendment No.1"), Amendment No. 2 to Schedule 13D filed by the Reporting Persons on October 5, 2020 (the "Amendment No. 2"), and as amended and supplemented by this Amendment No.3, the "Schedule 13D"), relating to the Class A Ordinary Shares, par value \$0.0001 per share (the "Class A Ordinary Shares") of Uxin Limited, a Cayman Islands exempted company (the "Issuer").

Except as specifically amended by this Amendment No.3, items in the Original Schedule 13D, the Amendment No.1 and the Amendment No. 2 are unchanged.

### Item 3. Source and Amount of Funds.

Item 3 of the Schedule 13D is hereby supplemented by the following:

On June 14, 2021, the Issuer, Astral Success Limited ("Joy Capital") and Abundant Grace Investment Limited ("Nio Capital") entered into the Share Subscription Agreement (the "Share Subscription Agreement") pursuant to which Joy Capital and Nio Capital agreed to subscribe for from the Issuer certain senior convertible preferred shares and warrants to purchase senior convertible preferred shares for an aggregate consideration up to US\$315,000,000. Redrock granted written consent in connection with the execution and delivery of the Share Subscription Agreement and agreed not to exercise its conversion right under the Letter Agreement with respect to any proposed issuance by the Issuer of senior convertible preferred shares or warrant to purchase senior convertible preferred shares pursuant to the terms of the Share Subscription Agreement.

#### *Supplementary Agreement*

On June 17, 2021, the Issuer, the Founder, the Investors, Clearvue and Magic Carpet entered into a Supplementary Agreement (the "Supplementary Agreement"). Pursuant to the Supplementary Agreement, on and from the time (the "Effective Time") upon which (i) the first closing date (the "First Closing Date") as contemplated by the Share Subscription Agreement has occurred, (ii) the Issuer has fully complied with its obligations set forth in Section 6 (Conversion) thereof and the relevant conversion shares have been issued to the holders of the Convertible Notes; and (iii) the voting agreement (the "Voting Agreement") to be entered into on or about the First Closing Date by and among the Issuer, the Investors, the Founder, Xin Gao, Joy Capital and Nio Capital has been executed and become fully effective, among other things, (a) Sections 6.2 (Reservation of Shares), 6.6 (Deposit Arrangement), 6.7 (Account Pledge) and 8.1 (Registration Rights) and Schedule 4 (Registration Rights) of the Note Purchase Agreement shall be deleted and no longer in force and effect; and (b) the reference to "Investor Director" in Section 6.8 of the Note Purchase Agreement shall be treated as a reference to any director appointed by the Investors pursuant to the terms of the Voting Agreement.

The Supplementary Agreement further provides that on and from the Effective Time, among other things, (a) if no principal amount is outstanding as of July 1, 2024, the Convertible Notes shall bear no interest on the outstanding principal amount from May 29, 2019 until June 30, 2024; otherwise, the Convertible Notes shall bear interest on all of the outstanding principal amount as of July 1, 2024 at a simple interest rate of 3.75% per annum from May 29, 2019 until the outstanding principal amount is fully repaid; (b) the Issuer shall repay the Convertible Notes in instalments by repaying on each repayment date an amount which reduces the outstanding principal amount by an amount equal to certain percentage of the principal amount as at the Effective Time; (c) Section 4 (Conversion) of the Convertible Notes shall be deleted, and immediately after the Effective Time, references in each Convertible Note to any conversion thereof into Ordinary Shares shall be treated as if such conversion rights have expired and are no longer available; (d) for so long as each Convertible Note held by an Investor is outstanding, unless with the prior written approval of at least two Investors, the Issuer shall not incur any indebtedness that is contractually senior in right of payment to the Convertible Notes, or pari passu in right of payment to the Convertible Notes and has an earlier maturity date, or may be demanded for payment by the lender, or may be prepaid by the borrow or guarantor, on an earlier date, subject to certain conditions and limitations; (e) all rights under each Convertible Note shall automatically terminate when all amounts owing on such Convertible Note have been paid in full; and (f) for so long as any Convertible Note is outstanding and subject to certain exceptions, any transactions or series of related transactions to sell, transfer or otherwise dispose any of its voting powers or assets of the Issuer or any of its subsidiaries (such transactions or series of related transactions being, "Disposals") shall not require the prior written consent of the Requisite Holders (as defined under the Note Purchase Agreement) unless such Disposals are not in the ordinary course of business and relate to the sale or transfer of assets or businesses which represent 50% or more of the total assets of the Issuer by value.

Also, pursuant to the Supplementary Agreement, within 10 business days from the date thereof and prior to the First Closing Date, the Investors shall (a) cause Madison Pacific Trust Limited to negotiate with Xin Gao and the Issuer in good faith and agree the form of all necessary documentation to release the security granted by Xin Gao under the equitable share mortgage agreement in favor of the Investors; and (b) remove the designee of the Investors from the joint signatories of the joint account with effect from the Effective Time.

The Supplementary Agreement further provides that upon the First Closing Date, 30% of the outstanding principal amount of each Convertible Note as of the date thereof shall automatically convert into Class A Ordinary Shares at the applicable conversion price and the Issuer shall at its expense take all actions and execute all documents necessary to effect the issuance of all the Class A Ordinary Shares underlying the Convertible Notes being converted.

#### *Voting Agreement*

On July 12, 2021, the Issuer, the Founder, Xin Gao, Joy Capital, Nio Capital and the Investors entered into a Voting Agreement (the "Voting Agreement") pursuant to which the Board shall consist of seven directors, among which, subject to certain limitations set forth in the Voting Agreement, each of Joy Capital, Nio Capital, the Investors (collectively) and the Founder shall be entitled to nominate one director, Joy Capital and Nio Capital shall be collectively entitled to nominate two independent directors and the Founder or the Board shall be entitled to appoint the third independent director. Each party to the Voting Agreement (other than the Issuer) has agreed that it/he shall vote the equity securities of the Issuer held by it/him at any general meeting of shareholders and take all other necessary actions, and cause its/his nominated directors to vote at any meeting of the Board and take all other necessary actions, in each case, in order to ensure the board composition set forth above. The Voting Agreement further

provides that certain material corporate transactions shall be approved by the Board, provided that any indebtedness of the Issuer that is prohibited under the Convertible Notes shall be subject to the written consent of at least two out of the three Investors.

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In addition, subject to certain exceptions, neither the Founder nor Xin Gao may, on or before July 31, 2024, transfer, or publicly announce an intention to transfer, any equity securities in the Issuer held by the Founder or Xin Gao as of the date thereof, without the prior written consent of Joy Capital, Nio Capital and the Investors.

Because of the arrangements in the Voting Agreement, the parties to that agreement (excluding the Issuer) may be deemed to have formed a “group” for purposes of Section 13(d)(3) of the Exchange Act. The Reporting Persons disclaim beneficial ownership of any shares of the Issuer beneficially owned by any other person, and the Schedule 13D shall not be construed as acknowledging that the Reporting Persons for any or all purposes, beneficially own any shares of the Issuer beneficially owned by any other person.

#### *Lock-Up Letter*

On July 12, 2021, Redrock entered into a Consent Letter for Lock-up (the “Lock-Up Letter”) pursuant to which Redrock and its affiliates, during the period commencing from the First Closing Date until nine months therefrom, shall not (a) lend, offer, pledge, hypothecate, encumber, donate, assign, sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of any equity securities of the Issuer owned or to be owned by Redrock on the First Closing Date (including Class A Ordinary Shares issued to Redrock upon conversion of certain outstanding principal amount of the Convertible Note held by it) (the “Restricted Securities”), (b) enter into any swap or other arrangement that transfers to another any of the economic consequences of ownership of the Restricted Securities, or (c) publicly disclose the intention to do any of the foregoing, subject to certain exceptions.

#### *Termination Agreement*

On July 12, 2021, the Investors, the Issuer, the Founder Parties and Jeneration Capital entered into a Termination Agreement (the “Termination Agreement”) with respect to the Investors’ Rights Agreement and the Letter Agreement pursuant to which (a) the Investors’ Rights Agreement and the Letter Agreement shall be terminated without force and effect from and after the Effective Time and (b) with effect from the Effective Time, each party thereto (on the behalf of itself/himself or its/his respective affiliates, successors and assigns) irrevocably waives its/his rights under the Investors’ Rights Agreement and the Letter Agreement and forever releases and discharges the other parties thereto (and their respective affiliates, successors and assigns) from any and all obligations and liabilities under such agreements. According to the Termination Agreement, the Investors shall cause the directors nominated by them to resign from the Board and all other positions each such person holds in the Issuer or its subsidiaries, with effect from the Effective Time.

The foregoing summary of the Supplementary Agreement, the Voting Agreement, the Lock-Up Letter, and the IRA Termination Agreement is qualified in its entirety by the full text of such Supplementary Agreement, the Voting Agreement, the Lock-Up Letter, and the Termination Agreement, copies of which are filed as Exhibits 99.5, 99.6, 99.7 and 99.8 to this Amendment No. 3.

#### **Item 4. Purpose of the Transaction.**

Item 4 of the Schedule 13D is hereby supplemented by the incorporation by reference of the information provided in Item 3.

#### **Item 5. Interest in Securities of the Issuer.**

(a) Items 7 through 11 and 13 (including the footnotes thereto) of each of the cover pages of this Amendment No. 3 are incorporated by reference into this Item 5.

(b) Items 7 through 11 and 13 (including the footnotes thereto) of each of the cover pages of this Amendment No. 3 are incorporated by reference into this Item 5.

(c) Except as set forth herein, to the knowledge of the Reporting Persons with respect to the persons named in response to Item 5(a), none of the persons named in response to Item 5(a) has effected any transactions in the Class A Ordinary Shares during the past 60 days.

(d) No person other than the persons listed 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, any securities owned by any of the Reporting Persons.

(e) Not applicable.

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

Item 6 of the Schedule 13D is hereby supplemented by the incorporation by reference of the information provided in Items 3, 4 and 5.

#### **Item 7. Material to be Filed as Exhibits.**

Item 7 of the Schedule 13D is hereby supplemented by the following:

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**Exhibit No.****Description**

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<a href="#"><u>99.5</u></a>	<a href="#"><u>Supplementary Agreement, dated June 17, 2021, by and among Uxin Limited, Kun Dai, Redrock Holding Investments Limited, TPG Growth III SF Pte. Ltd., 58.com Holdings Inc., ClearVue UXin Holdings, Ltd. and Magic Carpet International Limited</u></a>
<a href="#"><u>99.6</u></a>	<a href="#"><u>Voting Agreement, dated July 12, 2021, by and among Uxin Limited, Kun Dai, Xin Gao Group Limited, Astral Success Limited, Abundant Grace Investment Limited, Redrock Holding Investments Limited, TPG Growth III SF Pte. Ltd. and 58.com Holdings Inc.</u></a>
<a href="#"><u>99.7</u></a>	<a href="#"><u>Consent Letter for Lock-up, dated July 12, 2021, by and between Redrock Holding Investments Limited and Uxin Limited</u></a>
<a href="#"><u>99.8</u></a>	<a href="#"><u>Termination Agreement, dated July 12, 2021, by and among Uxin Limited, Redrock Holding Investments Limited, TPG Growth III SF Pte. Ltd., 58.com Holdings Inc., Kun Dai, Xin Gao Group Limited, Gao Li Group Limited and JenCap UX</u></a>

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Redrock Holding Investments Limited**

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Director

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus Private Equity XI, L.P.**

By: Warburg Pincus XI, L.P., its general partner  
By: WP Global LLC, its general partner  
By: Warburg Pincus Partners II, L.P., its managing member  
By: Warburg Pincus Partners GP LLC, its general partner  
By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus Private Equity XI-B, L.P.**

By: Warburg Pincus XI, L.P., its general partner  
By: WP Global LLC, its general partner  
By: Warburg Pincus Partners II, L.P., its managing member  
By: Warburg Pincus Partners GP LLC, its general partner  
By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus Private Equity XI-C, L.P.**

By: Warburg Pincus (Cayman) XI, L.P., its general partner  
By: Warburg Pincus XI-C, LLC, its general partner  
By: Warburg Pincus Partners II (Cayman), L.P., its managing member  
By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its general partner

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus XI (Asia), L.P.**

By: Warburg Pincus XI (Asia) GP, L.P., its general partner  
By: Warburg Pincus XI (Asia) GP, LLC, its general partner  
By: Warburg Pincus Partners II (Cayman), L.P., its managing member  
By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its general partner

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus XI Partners, L.P.**

By: Warburg Pincus XI, L.P., its general partner  
By: WP Global LLC, its general partner  
By: Warburg Pincus Partners II, L.P., its managing member  
By: Warburg Pincus Partners GP LLC, its general partner  
By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**WP XI Partners, L.P.**

By: Warburg Pincus XI, L.P., its general partner  
By: WP Global LLC, its general partner  
By: Warburg Pincus Partners II, L.P., its managing member  
By: Warburg Pincus Partners GP LLC, its general partner  
By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---



**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus LLC**

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus XI, L.P.**

By: WP Global LLC, its general partner  
By: Warburg Pincus Partners II, L.P., its managing member  
By: Warburg Pincus Partners GP LLC, its general partner  
By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**WP Global LLC**

By: Warburg Pincus Partners II, L.P., its managing member

By: Warburg Pincus Partners GP LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus Partners II, L.P.**

By: Warburg Pincus Partners GP LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus Partners GP LLC**

By: Warburg Pincus & Co., its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus & Co.**

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus (Cayman) XI, L.P.**

By: Warburg Pincus XI-C, LLC, its general partner  
By: Warburg Pincus (Bermuda) XI, Ltd., its general partner  
By: Warburg Pincus Partners II (Cayman), L.P., its managing member  
By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its general partner

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus XI-C, LLC**

By: Warburg Pincus Partners II (Cayman), L.P., its managing member

By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its general partner

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---



**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus (Bermuda) XI, Ltd.**

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus Partners II (Cayman), L.P.**

By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its general partner

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus (Bermuda) Private Equity GP Ltd.**

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus XI (Asia) GP, L.P.**

By: Warburg Pincus XI (Asia) GP, LLC, its general partner  
By: Warburg Pincus Partners II (Cayman), L.P., its managing member  
By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its general partner

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

---

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 12, 2021

**Warburg Pincus XI (Asia) GP, LLC**

By: Warburg Pincus Partners II (Cayman), L.P., its managing member

By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its general partner

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

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**SUPPLEMENTARY AGREEMENT**  
**IN CONNECTION WITH**  
**THE CONVERTIBLE NOTE PURCHASE AGREEMENT AND CONVERTIBLE**  
**PROMISSORY NOTES**

This SUPPLEMENTARY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Supplementary Agreement” or this “Agreement”), dated June 17, 2021, is entered into by and between Uxin Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “Company”), Mr. Kun Dai (戴琨), a PRC individual with PRC identity card no. of 610104198204066214 (the “Founder”), Redrock Holding Investments Limited, a business company incorporated under the laws of the British Virgin Islands (“WP”), TPG Growth III SF Pte. Ltd., a private company limited by shares incorporated under the laws of Singapore (“TPG”), 58.com Holdings Inc., a business company incorporated under the laws of the British Virgin Islands (the “Strategic Investor”, together with WP and TPG, the “Major Purchasers”), ClearVue UXin Holdings, Ltd., a company incorporated under the laws of the Cayman Islands (“Clearvue”) and Magic Carpet International Limited, a business company incorporated under the laws of the British Virgin Islands (“Magic Carpet”, together with WP, TPG, the Strategic Investor, Clearvue and Magic Carpet, collectively the “Purchasers”, and each of them a “Purchaser”).

All parties are collectively referred to herein as the “Parties” and individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, pursuant to the convertible note purchase agreement dated May 29, 2019 entered into by and among Company, Founder, Zhuhai Guangkong Zhongying Industrial Investment Fund (Limited Partnership (“EBF”) and the Purchasers (the “CNPA”), the Company agreed to issue to each Purchaser and EBF, and each Purchaser and EBF agreed to purchase from the Company, convertible promissory notes in an aggregate amount of US\$230 million (such notes being, the “Notes”).

**WHEREAS**, in accordance with section 2.4(l) of the CNPA, Xin Gao granted security over the Xin Gao Shares in favour of certain Purchasers by way of an equity share mortgage agreement dated June 10, 2019 (the “Share Mortgage Agreement”).

**WHEREAS**, in accordance with sections 6.5 and 6.7 of the CNPA, the Company established the Joint Account and a Purchaser Designee was made a joint signatory of the Joint Account.

**WHEREAS**, the Company, Astral Success Limited and Abundant Grace Investment Limited (the “New Investors”) entered into a Share Subscription Agreement on June 14, 2021 (the “Share Subscription Agreement”), and entering into this Agreement is one of the conditions precedent to the First Closing under the Share Subscription Agreement.

**WHEREAS**, EBF has transferred all the Notes it held to Magic Carpet on June 9, 2021, and all rights and obligations of EBF arising from the CNPA and the Notes shall be borne by Magic Carpet.

**NOW, THEREFORE**, the Parties hereto agree to amend the CNPA and the Notes, on the terms and conditions set out in this Supplementary Agreement as follows:

## 1. DEFINITIONS

Unless otherwise defined in this Supplementary Agreement or the context otherwise requires, all capitalized terms used in this Supplementary Agreement shall have the same meanings ascribed to them in the CNPA.

In addition:

“Effective Time” means the time upon which all of the following is fulfilled:

- (i) the First Closing Date has occurred;
- (ii) the Company has fully complied with its obligations set forth in Section 6 (*Conversion*) and the relevant Conversion Shares have been issued to the holders of the Notes; and
- (iii) the Voting Agreement has been executed and become fully effective.

“First Closing” shall have the meaning ascribed to it in the Share Subscription Agreement

“First Closing Date” shall have the meaning ascribed to it in the Share Subscription Agreement.

“Voting Agreement” means the voting agreement entered into on or about the First Closing Date between the Company, the Major Purchasers, the Founder, Xin Gao and the New Investors.

## 2. AMENDMENTS TO THE CNPA

2.1 On and from the Effective Time, each Party agrees that the CNPA shall be amended as follows:

- (a) Each of sections 6.2, 6.6, 6.7 and 8.1 and Schedule 4 of the CNPA shall be **deleted** and **replaced** with the following provision:

“*[Intentionally left blank.]*”

- (b) For the avoidance of doubt, the reference to “Investor Director” in Section 6.8 of the CNPA shall be treated as a reference to any director appointed by the Major Purchasers pursuant to the terms of the Voting Agreement.

(c) Sections 6.5 of the CNPA shall be **deleted** and **replaced** with the following provision:

*“The Company shall use the proceeds from the issuance of the Notes solely for the purposes of (i) development and operation of the New Business, (ii) the repayment of the Notes in accordance with the terms of the Notes, and (iii) fees and expenses of the New Investors in connection with the Share Subscription Agreement payable by the Company (collectively, the “Agreed Purposes”), and shall not use the proceeds from the issuance of the Notes or any other funds in the Joint Account (a) for any purpose other than the Agreed Purposes, (b) to fund or facilitate any activities of or business with any Person that is the subject or the target of Sanctions, (c) to fund or facilitate any activities of or business in any country or territory that is subject of any Sanctions, (d) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any anti-corruption laws, or (e) in a way that that result in noncompliance with all applicable anti-money laundering or antiterrorism statutes, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable Governmental Entity. “New Business” means the “trading market” for used cars, which is a one-stop online and offline shopping mall, under which, the Group Companies purchase used cars through a variety of suppliers and sell such used cars to customers via online and offline channels after certain maintenance works.”*

### 3. AMENDMENTS TO THE NOTES

3.1 On and from the Effective Time, each Party agrees that each Note shall be amended as follows:

(a) Section 1 of each Note shall be **deleted** and **replaced** with the following provision:

*“**Interest Rate.** The Note shall bear no interest on the outstanding Principal Amount from May 29, 2019 until June 30, 2024, provided that no Principal Amount is outstanding as of July 1, 2024. If there is any Principal Amount outstanding on or after July 1, 2024, the Note shall bear interest on all of the outstanding Principal Amount as of July 1, 2024 at a simple interest rate of three point seven five percent (3.75%) per annum from May 29, 2019 until the outstanding Principal Amount is fully repaid. Accrued interest on the Note shall be computed on the basis of a 365-day year and actual days elapsed.”*

(b) Section 2(a) of each Note shall be **deleted** and **replaced** with the following provision:

*“The Company shall repay the Note in instalments by repaying on each Repayment Date an amount which reduces the outstanding Principal Amount by an amount equal to the relevant percentage of the Principal Amount as at the Effective Time as set out in the table below:*

<b>Repayment Date</b>	<b>Repayment Instalment</b>
5 Business Days from the First Closing Date	10% of the Principal Amount as at the Effective Time
31 December 2022	10% of the Principal Amount as at the Effective Time
31 December 2023	30% of the Principal Amount as at the Effective Time
30 June 2024	All remaining outstanding Principal Amount of the Note



For the purposes of this Note:

“Effective Time” has the meaning given to such term in the Supplementary Agreement.

“First Closing Date” has the meaning given to such term in the Supplementary Agreement.

“Repayment Date” means each date set out in the table in Section 2(a) on which a payment of a relevant Repayment Instalment shall be made.

“Repayment Instalment” means each scheduled repayment instalment of the Note set out in the table in Section 2(a).

“Supplementary Agreement” means the supplementary agreement to the Convertible Note Purchase Agreement and the Notes entered into by and between the Company, the Founder and the Purchasers dated June 17, 2021.””

(a) Section 2(b) of each Note shall be **deleted** and **replaced** with the following provision:

*“All amounts payable on or in respect of the Note or the indebtedness evidenced hereby shall be paid to the Purchaser in lawful money of the United States of America on each Repayment Date. The Company shall make such payments of the relevant unpaid Repayment Installment, together with all accrued and unpaid interest in respect of the Note (if any) to the Purchaser by wire transfer of immediately available funds for the account of the Purchaser as the Purchaser may designate from time to time and notify in writing to the Company at least five (5) Business Days prior to the relevant Repayment Date. Payment shall be credited first to accrued and unpaid interest in respect of the Note (if any), and any remainder shall be applied to the relevant Repayment Instalment.”*

(b) Section 2(c) of each Note shall be amended so that the following phrase is **deleted** from the provision without affecting the validity or enforceability of the remainder of section 2(c) of each Note:

*“... (including for the avoidance of doubt, any interest accrued on any portion of the Principal Amount that has been converted pursuant to Section 6 of the Note prior to such conversion)... ”.*

(c) Section 2(d) of each Note shall be amended so that reference to “Section A2(d)” therein shall be **deleted** and **replaced** with “Section 2(d)” without affecting the validity or enforceability of the remainder of section 2(d) of each Note.

(d) Section 4 of each Note shall be **deleted** and **replaced** with the following provision:

*“[Intentionally left blank.]”*

(e) Section 5(b) of each Note shall be amended so that the sub-paragraph (ii) of section 5(b) of each Note shall be **deleted** and **replaced** with the following provision without affecting the validity or enforceability of the remainder of section 5(b) of each Note:

*“(ii) be or be presumed or deemed to be unable or admit inability to pay its debt as they mature,”*

(f) Section 5(h) of each Note shall be **deleted** and **replaced** with the following provision:

*“The Company or the Founder fails to perform or comply with one or more of its or his respective obligations or the restrictions set forth in the Note or the Convertible Note Purchase Agreement in any material respect or in Sections 8 and 8A of the Note, and in each case such failure is not capable of being cured or is not cured within thirty (30) days”*

(g) Paragraph (y) of section 6 of each Note shall be **deleted in its entirety**, but for the avoidance of doubt, the remaining provisions in section 6 of each Note shall remain in full force and effect.

(h) Section 8 of each Note shall be **deleted** and **replaced** with the following provision:

*“[For so long as this Note is outstanding, unless with the prior written approval of at least two (2) Major Purchasers (provided, if there is only one (1) Major Purchaser, such remaining Major Purchaser), the Company shall not incur, create, assume, guarantee or otherwise become liable for any indebtedness that is (i) contractually senior in right of payment to the Note, or (ii) pari passu in right of payment to the Note and has a maturity date, or may be demanded for payment by the lender, or may be prepaid by the borrower or guarantor, on a date that is earlier than the last Repayment Date, in each case other than the acquisition of non-performing loans made to consumers for the purchase price of automobiles and loans made to the Company and secured by the Company's inventory that are used to pay the purchase price of automobiles that have been sold to consumers under a binding contract, in each case in the ordinary course of the Company's business consistent with past practice.]<sup>1</sup>”*

---

<sup>1</sup> **Note:** To be deleted in the Notes issued to the Purchasers other than the Major Purchasers.

(i) Section 9 of each Note shall be **deleted** and **replaced** with the following provision:

*“No Rights as Shareholder. For the avoidance of doubt, the Purchaser has not been conferred with any of the rights of a shareholder of the Company, including the right to vote as such, by any of the provisions hereof or any provisions under the Convertible Note Purchase Agreement, or any right (a) to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof (other than the rights of the Purchaser set forth in the Voting Agreement (as defined in the Supplementary Agreement)), (b) other than Section 8 and Section 8A of the Note, to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of shares, reclassification of shares, change of par value, or change of shares to no par value, consolidation, merger, scheme of arrangement, conveyance, or otherwise), or (c) to receive notice of meetings or to receive in-kind dividends or subscription rights or otherwise.”*

(j) Section 10 of each Note shall be **deleted** and **replaced** with the following provision:

*“All rights under this Note shall automatically terminate when all amounts owing on this Note have been paid in full. Upon the termination of all rights under this Note, the Note shall be surrendered by the Purchaser to the Company and the Note so surrendered shall be cancelled and shall not be reissued. For the avoidance of doubt, the Convertible Note Purchase Agreement shall not be terminated merely due to a termination of all rights under this Note, and shall remain in force and effect or terminate pursuant to the terms thereof.”*

(k) The following provision shall be **added** to each Note as section 8A:

*“Limitations on disposal of material assets. For so long as this Note is outstanding, any transactions or series of related transactions to sell, transfer or otherwise dispose any of its voting powers or assets of any Group Company (such transactions or series of related transactions being, “Disposals”) shall not require the prior written consent of the Requisite Holders unless such Disposals are not in the ordinary course of business and relate to the sale or transfer of assets or businesses which represent 50% or more of the total assets of the Company by value (calculated based on the last available audited consolidated financial statements of the Company at the time of the proposed Disposal and adjusted to exclude (x) any assets related to the loan facilitation business of any Group Company (and any other assets and businesses that have already been divested prior to the date of the proposed Disposal) and (y) any cash and cash equivalents). Notwithstanding the foregoing, the disposal of equity interest in 四川锦程消费金融有限责任公司 shall not require any further prior written consent from any holder of the Notes.”*

3.2 Immediately after the Effective Time, references in each Note to any conversion of the Notes into Ordinary Shares (including references to conversions in accordance with sections 4 and 6 of each Note) shall be treated as if such conversion rights have expired and are no longer available, without affecting the validity and enforceability of any of the provisions in the Notes.

#### 4. SHARE MORTGAGE

4.1 As soon as practical following the signing of this Agreement, the Major Purchasers shall instruct Madison Pacific Trust Limited (the “Security Agent”) to, within ten (10) Business Days from the date hereof and prior to the First Closing:

(a) negotiate with Xin Gao and the Company in good faith and agree the form of all necessary documentation to (i) fully release and discharge the security granted by Xin Gao under the Share Mortgage Agreement; and (ii) reassign and retransfer to Xin Gao any and all rights and interests transferred by Xin Gao under the Share Mortgage Agreement, each with effect from the Effective Time; and

(b) execute such documentation and deliver such documentation to Xin Gao.

4.2 Within one (1) month from the Effective Time, the Major Purchasers shall instruct the Security Agent to redeliver any and all share certificates and other title documents previously delivered by Xin Gao under the Share Mortgage Agreement pursuant to the release documentation executed in accordance with Section 4.1.

#### 5. JOINT ACCOUNT

5.1 Within ten (10) Business Days from the date hereof and prior to the First Closing, the Major Purchasers shall:

(a) negotiate with the Company in good faith and agree the form of all necessary documentation to remove the Purchaser Designee from joint signatory of the Joint Account with effect from the Effective Time; and

(b) execute such documentation and deliver such documentation to the Company.

#### 6. CONVERSION

Notwithstanding anything to the contrary in the terms of the Notes, upon the First Closing:

6.1 thirty percent (30%) of the outstanding principal amount of each Note as of the date hereof shall automatically convert into the Conversion Shares at the Conversion Price as set forth on Schedule A;

6.2 the Company shall at its expense take all actions and execute all documents necessary to effect the issuance of all the Conversion Shares (including giving all necessary instructions to update the register of members to effect such issuance) and deliver to each holder of the Note a certificate or certificates for the number of fully paid Conversion Shares issuable to such holder upon such conversion and the updated register of members of the Company indicating that such holder is the holder of such Conversion Shares; and

6.3 subject to execution of the Voting Agreement, the execution of the consent letter for lock-up by each New Investor in the form set forth in Appendix 1 and the execution of the consent letter for lock-up by each other Purchaser in the form set forth in Appendix 2, each Purchaser shall enter into a Lock-up Letter pursuant to the Subscription Agreement covering Equity Securities (as defined in the Lock-up Letter) owned or to be owned by it on the First Closing Date (including Class A Ordinary Shares to be issued to it upon conversion of certain outstanding principal amount of the Note held by it).

## 7. MISCELLANEOUS.

7.1 Governing Law; Arbitration. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof. Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination (“Dispute”) shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules then in force. In the case of any Dispute, there shall be three arbitrators. The claimant(s) shall have the right to appoint one arbitrator, the respondent(s) shall have the right to appoint another arbitrator, and the third arbitrator shall be appointed by the Hong Kong International Arbitration Centre. The language to be used in the arbitration proceedings shall be English. The seat of arbitration shall be Hong Kong. Each of the parties hereto irrevocably waives any immunity to jurisdiction to which it may be entitled or become entitled (including without limitation sovereign immunity, immunity to pre-award attachment, post-award attachment or otherwise) in any arbitration proceedings and/or enforcement proceedings against it arising out of or based on this Agreement or the transactions contemplated hereby.

7.2 Except to the extent expressly amended and supplemented by this Supplementary Agreement, all terms and conditions of the CNPA and the Notes shall remain unchanged and in full force and effect. Save as expressly provided in this Supplementary Agreement (including in Section 5.4 below), nothing in this Supplementary Agreement shall constitute or be construed as a waiver or compromise of any term or condition of the CNPA or the Notes, or of the rights of the Purchasers or holders of the Notes in relation to the Notes, and all of the rights of each Purchaser under the relevant Note issued to it are hereby reserved.

7.3 On and from the Effective Time, in respect of each Note:

(a) this Supplementary Agreement and the Note shall be read and construed as one document; and

(b) references in the Note to "this Note", "hereunder", "herein" and like terms or to any provision of the Note shall be construed as a reference to the Note (as amended by this Supplementary Agreement), or a provision of the Note (as amended by this Supplementary Agreement), as applicable.

7.4 Each Purchaser hereby acknowledges and irrevocably waives, with effect from the Effective Time, all rights to claim damages for any and all actual breach or default (including without limitation any Event of Default (as defined in each Note)) of the Company, the Founder or Xin Gao in connection with or arising out of the CNPA, the Notes and/or any other side letter signed by the Company and the Strategic Investor on or prior to the date of this Agreement related to the CNPA and/or the Notes, to the extent such claims arise from any events that occurred or circumstances that existed, whether known or unknown, prior to the date of this Supplementary Agreement (including such events and circumstances occurred or existed prior to the date of this Supplementary Agreement and continuing after the date of this Supplementary Agreement).

7.5 For the avoidance of doubt, other than the waiver mentioned in Section 6.4 above, nothing in this Supplementary Agreement shall prejudice or be construed to have waived any present and future rights of the Purchasers and/or the holders of the Notes under the CNPA and/or the Notes (as amended by this Supplementary Agreement).

7.6 Third Party Rights. Subject to the last sentence of this Section 6.5, nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto and their respective permitted successors and assigns and transferees, any rights or remedies under or by reason of this Agreement, except as expressly provided in this Agreement. Notwithstanding anything to the contrary in this Agreement or in any applicable laws, Xin Gao shall be an intended third-party beneficiary of Section 4 and Section 6.4 of this Agreement, and may enforce this Agreement in respect of Section 4 and Section 6.4 as a third-party beneficiary as if it is a named party herein.

7.7 This Supplementary Agreement shall be established on the date hereof. If the Company does not receive the investment amount that should be paid by certain investors in accordance with the Share Subscription Agreement at the First Closing, this Supplementary Agreement shall be automatically terminated and treated as null and void.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Supplementary Agreement as of the date first above written.

**Uxin Limited**

By: /s/ Kun Dai

Name: Kun DAI (戴琨)

Title: Director

---

[Signature Page to Supplementary Agreement]

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IN WITNESS WHEREOF, the parties hereto have executed this Supplementary Agreement of the Convertible Note Purchase Agreement as of the date first above written.

**Kun Dai**

/s/ Kun Dai

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[Signature Page to Supplementary Agreement]

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IN WITNESS WHEREOF, the parties hereto have executed this Supplementary Agreement of the Convertible Note Purchase Agreement as of the date first above written.

**Redrock Holding Investments Limited**

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Director

[Signature Page to Supplementary Agreement]

---

IN WITNESS WHEREOF, the parties hereto have executed this Supplementary Agreement of the Convertible Note Purchase Agreement as of the date first above written.

**TPG Growth III SF Pte. Ltd.**

By: /s/ Michael LaGatta  
Name: Michael LaGatta  
Title: Vice President

[Signature Page to Supplementary Agreement]

---

IN WITNESS WHEREOF, the parties hereto have executed this Supplementary Agreement as of the date first above written.

**ClearVue UXin Holdings, Ltd.**

By: /s/ William Apollo Chen  
Name: William Apollo Chen  
Title: Managing Director

[Signature Page to Supplementary Agreement]

---

IN WITNESS WHEREOF, the parties hereto have executed this Supplementary Agreement as of the date first above written.

**Magic Carpet International Limited**

By: /s/ Ying Zhu  
Name: Ying Zhu  
Title: Authorized Signatory

[Signature Page to Supplementary Agreement]

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**Schedule A**

<b>Purchaser</b>	<b>Class of Conversion Shares</b>	<b>Number of Conversion Shares</b>	<b>Aggregate Conversion Price (US\$)</b>	<b>Outstanding Principal Amount after Effective Time (US\$)</b>
Redrock Holding Investments Limited	Class A Ordinary Shares	11,650,485	12,000,000	28,000,000
TPG Growth III SF Pte. Ltd.	Class A Ordinary Shares	17,475,728	18,000,000	42,000,000
58.com Holdings Inc.	Class A Ordinary Shares	29,126,214	30,000,000	70,000,000
ClearVue UXin Holdings, Ltd.	Class A Ordinary Shares	5,825,243	6,000,000	14,000,000
Magic Carpet International Limited	Class A Ordinary Shares	2,912,621	3,000,000	7,000,000
<b>TOTAL</b>	-	<b>66,990,291</b>	<b>69,000,000</b>	<b>161,000,000</b>

**Appendix 1**

**Consent Letter for Lock-up (New Investor)**

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**Appendix 2**

**Consent Letter for Lock-up (Purchaser)**

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**VOTING AGREEMENT**

by and among

**UXIN LIMITED**

**MR. KUN DAI**

**XIN GAO GROUP LIMITED**

**ASTRAL SUCCESS LIMITED**

**ABUNDANT GRACE INVESTMENT LIMITED**

**REDROCK HOLDING INVESTMENTS LIMITED**

**TPG GROWTH III SF PTE. LTD.**

and

**58.COM HOLDINGS INC.**

**Dated July 12, 2021**

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<b>SCHEDULE B</b>	<b>Adverse Persons</b>	

## VOTING AGREEMENT

THIS VOTING AGREEMENT (this “**Agreement**”) is entered into on July 12, 2021 by and among:

1. Uxin Limited, an exempted company organized under the Laws of the Cayman Islands (the “**Company**”),
2. Mr. Kun Dai (戴琨) (PRC identity card no. 610104198204066214) (the “**Principal**”),
3. Xin Gao Group Limited, a company organized under the Laws of the British Virgin Islands (“**Xin Gao**” or the “**Principal Holding Company**”, collectively with the Principal, the “**Principal Parties**”, and each a “**Principal Party**”),
4. Astral Success Limited, a company limited by shares incorporated under the Laws of the British Virgin Islands with its registered office at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands (the “**Joy Capital**”),
5. Abundant Grace Investment Limited, a company limited by shares incorporated under the Laws of British Virgin Islands with its registered office at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands (the “**Nio Capital**”, together with the Joy Capital, the “**Investors**” and each an “**Investor**”),
6. Redrock Holding Investments Limited, a business company incorporated under the Laws of British Virgin Islands with its registered office at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands (the “**WP**”),
7. TPG Growth III SF Pte. Ltd., a private company limited by shares incorporated and under the Laws of Singapore with its registered office at 83 Clemenceau Avenue #11-01, UE Square, Singapore 239920 (the “**TPG**”), and
8. 58.com Holdings Inc., a business company incorporated under the Laws of British Virgin Islands with its registered office at Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110 (the “**58**”, together with the the WP and the TPG, the “**Major Noteholders**” and each a “**Major Noteholder**”)

Each of the parties to this Agreement is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

- A. The Company and the Investors have entered into that certain Share Subscription Agreement, dated June 14, 2021 (the “**Subscription Agreement**”), pursuant to which, among other things, each Investor, severally but not jointly, has agreed to purchase (a) certain Senior Preferred Shares (as defined in the Subscription Agreement) from the Company, and (b) a warrant (collectively, the “**Warrants**”) to purchase certain Senior Preferred Shares.
- B. The Subscription Agreement provides that the execution and delivery of this Agreement shall be a condition precedent to the consummation of the transactions contemplated under the Subscription Agreement.
- C. The Parties desire to enter into this Agreement to regulate their relationship with each other and certain aspects of the affairs, and their dealings, with the Company.

### WITNESSETH

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereto hereby agree as follows:

ARTICLE I  
DEFINITIONS AND INTERPRETATION

Section 1.01 **Definitions.** Unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

“**ADSs**” means the American Depositary Shares of the Company, each representing three (3) Class A Ordinary Shares.

“**Adverse Person**” means any Person identified in SCHEDULE B hereto, any additional Persons to be mutually agreed in writing by the Company and the Investors from time to time, and any controlled Affiliates of any of the foregoing.

“**Affiliate**” has the meaning given to such term in the Subscription Agreement.

“**Agreement**” has the meaning assigned to such term in the preamble.

“**Annual Budget**” means an annual budget in respect of a fiscal year of the Group, setting forth, among other things, the projected balance sheets, income statements and statements of cash flows for such period; the projected budget for operation of each major business segment; any dividend or distribution to be declared or paid; the projected incurrence, assumption or refinancing of indebtedness; projected revenue and profit during such period; any proposed merger, consolidation, reorganization, or amalgamation of any Group Member with or into any other Person, or any scheme of arrangement or other business combination with or into any other Person; and payments projected to be made not in the ordinary course of business of the Group.

“**Applicable Laws**”, “**Law**” or “**Laws**” means, with respect to any Person, any transnational, domestic or foreign federal, national, state, provincial, local or municipal law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, executive order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or any of such Person’s assets, rights or properties.

“**Beneficial Owner**” has the meaning given such term in Rule 13d-3 under the Exchange Act, provided that Beneficial Ownership under Rule 13d-3(1)(i) shall be determined based on whether a Person has a right to acquire Beneficial Ownership irrespective of whether such right is exercisable within 60 days of the time of determination, and “Beneficially Own”, “Beneficially Owned” and “Beneficial Ownership” have meanings correlative to that of Beneficial Owner.

“**Board**” means the board of directors of the Company.

“**BOCOM**” means BOCOM International Supreme Investment Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands.

“**Charter Documents**” means, with respect to any Person that is not a natural person, such Person’s articles of incorporation, certificate of incorporation, by-laws, memorandum of associations, articles of association and other similar organizational documents. Unless the context otherwise requires, any reference to “Charter Documents” refers to the Charter Documents of the Company.

“**Class A Ordinary Shares**” means the Company’s Class A ordinary shares, par value \$0.0001 per share.

“**Class B Ordinary Shares**” means the Company’s Class B ordinary shares, par value \$0.0001 per share.

“**Closing**” has the meaning set forth in the Subscription Agreement.

“**Code**” means the Inland Revenue Code of 1986, as amended.

“**Company**” has the meaning assigned to such term in the preamble.

“**Company Securities**” the Equity Securities of the Company.

“**Confidential Information**” has the meaning assigned to such term in Section 4.01.

“**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; provided, that such 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 of such Person. The terms “**Controlled**” and “**Controlling**” have meanings correlative to the foregoing.

“**Conversion Shares**” means Class A Ordinary Shares issued or issuable upon conversion of the Subscription Shares.

“**Director**” means a director serving on the Board.

“**Equity Securities**” means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, depository shares, profits interests, ownership interests, equity interests, registered capital, and other equity securities or ownership interests of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing. Unless the context otherwise requires, any reference to “**Equity Securities**” refers to the Equity Securities of the Company.

“**Encumbrance**” means any mortgage, lien, pledge, charge, security interest, title defect, right of first refusal, claim, easement, right-of-way, option, preemptive or similar right or other restriction of any kind or nature.

“**Existing Share Incentive Scheme**” means the Company’s 2018 Second Amended and Restated Share Incentive Plan.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended, and any rules and regulations promulgated thereunder.

“**First Closing**” has the meaning assigned to such term in the Subscription Agreement.

“**Governmental Entity**” means any transnational or supranational, domestic or foreign federal, national, state, provincial, local or municipal governmental, regulatory, judicial or administrative authority, department, court, arbitral body, agency or official, including any department, commission, board, agency, bureau, subdivision or instrumentality thereof.

“**Group**” means the Company and its direct and indirect Subsidiaries, and “**Group Member**” means any of them.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Investor**” has the meaning assigned to such term in the preamble.

“**Investor Director**” has the meaning assigned to such term in Section 2.01.

“**Investors’ Rights Agreement**” means the Investors’ Rights Agreement entered into by and among the Company, the Principal Parties and Investors dated as the date hereof, as may be supplemented, amended or restated from time to time.

“**Major Noteholder**” has the meaning assigned to such term in the preamble.

“**Memorandum and Articles**” means the amended and restated memorandum and articles of association of the Company currently in effect, as may be amended or restated from time to time.

“**NASDAQ**” means the NASDAQ Global Select Market.

“**New Securities**” means any Equity Securities issued and allotted by the Company on or after the date of this Agreement. “New Securities” shall not include, the following allotments and issuances of Equity Securities: (i) options, grants, awards, restricted shares or any other Ordinary Shares or Ordinary Share Equivalents issued under the Existing Share Incentive Scheme or any other employee share incentive scheme(s) approved pursuant to Section 2.04 (collectively, “**Company Options**”), and Equity Securities upon the exercise or conversion of any Company Options; (ii) Ordinary Shares issued upon the termination of the Company’s American Depositary Receipts program or the termination, cancelation or exchange of any ADSs by the holders thereof; (iii) Senior Preferred Shares issued pursuant to the Subscription Agreement and Senior Preferred Shares upon exercise of the Warrants; (iv) Conversion Shares issued upon conversion of Senior Preferred Shares; (v) Equity Securities of the Company issued in connection with any share split, share dividend, reclassification or other similar event that has been approved in accordance with Section 2.04; and other than to the extent covered above in (i) and (ii), Ordinary Shares or ADSs issued upon the conversion or exercise of any Ordinary Share Equivalents outstanding as of the date of this Agreement or issued subsequent to the date of this Agreement in compliance with the participation rights (in each case, pursuant to the terms of the relevant Ordinary Share Equivalents as unmodified).

“**Nio Competitors**” means Tesla, Inc., Xpeng Inc., Li Auto Inc., 威马智慧出行科技（上海）股份有限公司 or any other companies which operate electronic vehicle brands, and any controlled Affiliate or holding company of each of the foregoing, and the list of the above entities may be supplemented or updated by Nio Capital once a year.

“**Ordinary Share Equivalents**” means (a) any rights, options or warrants to acquire Ordinary Shares and (b) any depositary shares (including, without limitation, the ADSs), notes, debentures, preference shares or other Equity Securities or rights, which are ultimately convertible or exercisable into, or exchangeable for, Ordinary Shares.

“**Ordinary Shares**” means Class A Ordinary Shares and Class B Ordinary Shares.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Entity.

“**PRC**” means the People’s Republic of China.

“**Party**” has the meaning assigned to such term in the preamble.

“**Permitted Transferee**” has the meaning assigned to such term in Section 3.02(ii).

“**Principal Holding Company**” or “**Principal Party**” has the meaning assigned to such term in the preamble.

**“Principal Lock-up Period”** means the period commencing on the date hereof and continuing until July 31, 2024.

**“Quarter Budget”** means a budget in respect of a quarter of the Group, setting forth, among other things, the projected budget for operation of each major business segment and payments projected to be made in connection thereto, including without limitation transactions set forth in paragraphs 14 to 18 of SCHEDULE A hereto.

**“Replacement Director”** has the meaning assigned to such term in Section 2.02(ii).

**“Representatives”** means, with respect to any Person, the directors, officers, legal representatives, employees, counsel, accountants, agents, consultants, advisors and other representatives of such Person and its Subsidiaries and any other Person acting on behalf of the foregoing.

**“Related Party”** means (i) any shareholder of the Company or any Subsidiary, (ii) any director of the Company or any Subsidiary, (iii) any officer of the Company or any Subsidiary, (iv) any employee of the Company or any Subsidiary, (v) any Relative of a shareholder, director, officer or employee of the Company or any Subsidiary, (vi) any Person in which any shareholder or any director or officer of the Company or any Subsidiary has any interest, other than a passive shareholding of less than 5% in a publicly listed company, and (vii) any other Affiliate of the Company or any Subsidiary.

**“Relative”** of a natural person means the spouse of such person and any parent, grandparent, child, grandchild, sibling, cousin, in-law, uncle, aunt, nephew or niece of such person or spouse.

**“Restructuring Effective Time”** has the meaning given to the term “Effective Time” in the Supplementary Agreement.

**“Senior Preferred Share”** has the meaning set forth in the Subscription Agreement.

**“Shares”** means Ordinary Shares and Senior Preferred Shares.

**“Shareholders”** means the shareholders of the Company.

**“Subscription Shares”** means, collectively, the Senior Preferred Shares issued or issuable to each Investor at or prior to the relevant Closing pursuant to the Subscription Agreement (including 58,258,083 Senior Preferred Shares issued to Joy Capital prior to the First Closing, which shall form part of the Senior Preferred Shares subscribed by Joy Capital at the First Closing under the Subscription Agreement), and the Senior Preferred Shares issued or issuable upon exercise of the Warrants.

**“Subsidiary”** means any entity of which a majority of the outstanding equity securities or other ownership interests representing a majority of the outstanding equity interests or otherwise having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned or controlled by the Company, and includes any entity which is directly or indirectly controlled by the Company (including, for the avoidance of doubt, any variable interest entities that are consolidated into the financial statements of the Company).

**“Subscription Agreement”** has the meaning set forth in the recitals.

**“Supplementary Agreement”** means the supplementary agreement dated June 17, 2021 which amends and supplements the 2019 Notes and is entered into between the Company, the Principal and the original purchasers of the 2019 Notes.

**“Transaction Documents”** has the meaning set forth in the Subscription Agreement.



“**Transfer**” (or any correlative term) means, in respect of any Equity Securities, a direct or indirect sale, assignment, pledge, charge, mortgage, hypothecation, gift, placement in trust (voting or otherwise) or transfer by operation of Law of such Equity Securities (including through the Transfer of shares or ownership interest in any person that directly or indirectly Controls any person that holds such Equity Securities), or the creation of a security interest in, or lien on, or any other encumbrance or disposal (directly or indirectly and whether or not voluntary) on such Equity Securities, and shall include any transfer by will or intestate succession or entry into any swap or other derivatives transaction that transfers to any person, in whole or in part, any of the economic benefits or risks of ownership of such Equity Securities, whether any such transaction is to be settled by delivery of such Equity Securities or other Equity Securities, in cash or otherwise.

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

“**U.S. GAAP**” means the generally accepted accounting principles as applied in the United States.

“**Warrant**” has the meaning set forth in the recitals.

“**2019 Notes**” means the Convertible Notes in the aggregate principal amount of \$230,000,000 issued by the Company pursuant to the Convertible Note Purchase Agreement dated May 29, 2019 entered into by and among the Company, Redrock Holding Investments Limited, TPG Growth III SF Pte. Ltd., 58.com Holdings Inc. and certain other parties, as may be supplemented, amended, restated, assigned and/or transferred from time to time (including as supplemented and amended by the Supplementary Agreement).

Section 1.02 **Interpretation.** For all purposes of this Agreement, except as otherwise expressly herein provided, (i) the terms defined in this Article I shall have the meanings assigned to them in this Article I and include the plural as well as the singular, (ii) all accounting terms not otherwise defined herein have the meanings assigned under U.S. GAAP, (iii) all references in this Agreement to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement, (iv) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (v) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, (vi) references to this Agreement and any other document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time, (vii) the term “including” will be deemed to be followed by “, but not limited to,” (viii) the terms “shall,” “will,” and “agrees” are mandatory, and the term “may” is permissive, (ix) the phrase “directly or indirectly” means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning, (x) the term “voting power” refers to the number of votes attributable to the Ordinary Shares in accordance with the terms of the Memorandum and Articles, (xi) the headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement, (xii) references to Laws include any such Law modifying, re-enacting, extending or made pursuant to the same or which is modified, re-enacted, or extended by the same or pursuant to which the same is made, and (xiii) all references to dollars or to “\$” are to currency of the United States of America and all references to RMB are to currency of the PRC (and each shall be deemed to include reference to the equivalent amount in other currencies).

ARTICLE II  
CORPORATE GOVERNANCE.

Section 2.01 **Board of Director.**

(i) The Board shall consist of seven (7) Directors, which shall be:

(a) one (1) Director nominated by the Joy Capital (the “**Joy Director**”), as long as Joy Capital and its Affiliates hold no less than such number of Senior Preferred Shares (including any Class A Ordinary Shares and/or ADSs (taking into account the ratio between Ordinary Share and ADS) converted from such Senior Preferred Shares) equal to 50% of the Senior Preferred Shares it holds as of the First Closing;

(b) one (1) Director nominated by the Nio Capital (collectively with the Joy Director, the “**Investor Directors**” and each an “**Investor Director**”), as long as Nio Capital and its Affiliates hold no less than such number of Senior Preferred Shares (including any Class A Ordinary Shares and/or ADSs (taking into account the ratio between Ordinary Share and ADS) converted from such Senior Preferred Shares) equal to 50% of the Senior Preferred Shares it holds as of the First Closing;

(c) one (1) Director jointly nominated by the Major Noteholders, as long as the aggregate outstanding principal amount of the 2019 Notes held by the Major Noteholders is no less than 50% of the aggregate principal amount of the 2019 Notes they hold immediately following the Restructuring Effective Time;

(d) one (1) Director nominated by the Principal, who shall be the chairman of the Board, as long as the Principal beneficially owns Shares representing no less than 10% voting right of the Equity Securities of the Company;

(e) two (2) independent Directors jointly nominated by the Investors, who shall both (x) meet the independence requirements of NASDAQ and (y) not be Affiliated with, or employed by, any Adverse Person; and

(f) one (1) independent Director nominated (x) by the Principal for so long as the Principal beneficially owns Shares representing no less than 10% voting right of the Equity Securities of the Company, or (y) by the Board, if the Principal beneficially owns Shares representing less than 10% voting right of the Equity Securities of the Company, who shall, in each case, (A) meet the independence requirements of NASDAQ and (B) not be Affiliated with, or employed by, any Adverse Person,

*provided that*, for the avoidance of doubt, (1) if the number of Senior Preferred Shares (including any Class A Ordinary Shares and/or ADSs (taking into account the ratio between Ordinary Share and ADS) converted from such Senior Preferred Shares) beneficially owned by Joy Capital and its Affiliates is less than 50% of the Senior Preferred Shares it holds as of the First Closing, Joy Capital shall immediately cease to have the right to nominate one (1) Director pursuant to Section 2.01(i)(a), (2) if the number of Senior Preferred Shares (including any Class A Ordinary Shares and/or ADSs (taking into account the ratio between Ordinary Share and ADS) converted from such Senior Preferred Shares) beneficially owned by Nio Capital and its Affiliates is less than 50% of the Senior Preferred Shares it holds as of the First Closing, Nio Capital shall immediately cease to have the right to nominate one (1) Director pursuant to Section 2.01(i)(b), (3) if the aggregate outstanding principal amount of the 2019 Notes held by Major Noteholders is less than 50% of the aggregate principal amount of the 2019 Notes they hold on the date of this Agreement, the Major Noteholders shall immediately cease to have the right to nominate one (1) Director pursuant to Section 2.01(i)(c), (4) if the Principal beneficially owns Shares representing less than 10% voting right of the Equity Securities of the Company, the Principal shall immediately cease to have the right to nominate one (1) Director pursuant to Section 2.01(i)(d), and (5) if the Principal Shares representing less than 10% voting right of the Equity Securities of the Company, the Principal shall immediately cease to have the right to nominate one (1) independent Director pursuant to Section 2.01(i)(f), and in the case of each of (4) and (5), the Principal shall cause such Director nominated by him to immediately resign from the Board, and if applicable, the board of directors of each Subsidiary of the Company.

(ii) Each of the Parties other than the Company agrees that (i) he or it shall, to the extent in compliance with Applicable Laws, cause the Director(s) nominated by him or it to vote at any meeting of the Board or execute any written resolution or consent of Directors and take all other necessary actions in order to ensure that the composition of the Board is as set forth in this Section 2.01; and (ii) it shall vote (and, in the case of any Principal Party, cause any Affiliate Controlled by such Principal Party to vote) all of his or its Equity Securities of the Company at any general meeting of Shareholders or execute any written resolution or consent of Shareholders or proxy and take all other necessary actions, in order to ensure that the composition of the Board is as set forth in this Section 2.01. The Company further agrees to take any and all necessary actions within its control in order to ensure that the composition of the Board is as set forth in this Section 2.01.

#### Section 2.02 **Removal and Replacement of Directors.**

(i) Notwithstanding anything to the contrary provided in the Memorandum and Articles, the Person(s) entitled to nominate a Director under Section 2.01(i) shall have the right to remove such Director nominated by it or them. Each of the Parties other than the Company shall vote its Equity Securities of the Company at any general meeting of Shareholders or execute any written consent or resolution of Shareholders or proxy and take all other necessary action so as to effectuate the foregoing removal rights. Each Party other than the Company agrees that, if at any time it is then entitled to vote for or execute any written consent or resolution of Shareholders or proxy for the removal of Directors from the Board, it shall not vote any of its Equity Securities of the Company or execute proxies or written consents, as the case may be, in favor of the removal of any Director who shall have been nominated pursuant to Section 2.01, unless the Person or Persons entitled to nominate such Director pursuant to Section 2.01 shall have consented to such removal in writing.

(ii) If, as a result of death, disability, retirement, resignation or removal pursuant to Section 2.01(ii) of a Director by the Person(s) entitled under Section 2.01(i) to nominate such Director, the Person(s) entitled under Section 2.01(i) to nominate the Director whose death, disability, retirement, resignation or removal resulted in such vacancy shall have the absolute and exclusive right to nominate another individual (each such another individual, the "**Replacement Director**") to serve in place of such Director. Each of the Parties other than the Company agrees that (i) he or it shall, to the extent in compliance with Applicable Laws, cause the Director(s) nominated by him or it to vote at any meeting of the Board or execute any written resolution or consent of Directors and take all other necessary actions in order to elect the Replacement Director to serve as a Director to fill such vacancy; and (ii) he or it shall vote (and, in the case of any Principal Party, cause any Affiliate Controlled by such Principal Party to vote) all of his or its Equity Securities of the Company at any general meeting of Shareholders or execute any written resolution or consent of Shareholders or proxy and take all other necessary action, in order to elect the Replacement Director to serve as a Director to fill such vacancy. The Company further agrees to take any and all necessary actions within its control in order to ensure the election of the Replacement Director to serve as a Director as set forth in this Section 2.02.

(iii) Prior to his or her appointment as a replacement Investor Director, any individual nominated by the Investors after the date of this Agreement to serve on the Board pursuant to this Section 2.02 shall first provide to the Company and the Board a duly executed and appropriately responsive customary “D&O Questionnaire.”

(iv) So long as an Investor Director is then serving on the Board, the Company shall, upon the reasonable request of the Investors, designate and appoint the Investor Director to each committee of the Board so requested by the Investors, subject always to (a) any restriction on such Investor Director (or any nominee of the Investors) from serving on such committee, (b) the satisfaction of any qualifications (including “independence”) required of such Investor Director to serve on such committee, in each case, as may be imposed or promulgated under Applicable Laws (including limitations under the Sarbanes–Oxley Act of 2002, as amended) and the rules and regulations of any securities exchange where the Company’s Equity Securities are then listed.

(v) The Company shall maintain customary D&O insurance for all members of the Board. The Company shall procure, to the extent permitted by Applicable Law, that any Investor Director shall enjoy the same indemnification rights and D&O insurance coverage as any other members of the Board.

(vi) The Company shall procure, to the extent permitted by Applicable Law, that the Subsidiaries implement the resolutions adopted by the Board and shall not take any actions that contravene the resolutions adopted by the Board.

Section 2.03 **Investor Agreements.** Each Investor undertakes to the Company that:

(i) with respect to each election of Directors by resolution of shareholders of the Company, to exercise all voting rights attaching to the Equity Securities of the Company it holds at all times and from time to time at any shareholder meeting, adjournment, postponement or continuation thereof, or consent of shareholders, in order to (i) to cause the election or re-election as members of the Board of each of the individuals designated by the Company, and (ii) against any nominees not designated by the Company; and

(ii) with respect to each appointment of a Director by resolution of the Board, whether to fill a casual vacancy, upon any increase in the size of the Board or otherwise, it shall cause any Investor Director then serving to vote at each meeting of the Directors, or in lieu of any such meeting, to give his or her written consent as may be necessary (i) to cause the appointment as a member of the Board each of the individuals designated by a majority of the Directors then serving (other than the Investor Director), and (ii) against any nominees not designated by a majority of the Directors then serving (other than the Investor Director).

Section 2.04 **Board Approval Matters.**

In addition to any requirements imposed by Applicable Law, this Agreement, the Memorandum and Articles and any other constitutional documents of the Company, the Company shall not, and shall cause its Subsidiaries not to, take any action with respect to any of the matters set forth on SCHEDULE A hereto without approval of the Board, provided, matters set forth in paragraph 18 on SCHEDULE A shall be further subject to the written consent of at least two out of the three Major Noteholders (to the extent they still hold the 2019 Notes) or the remaining Major Noteholder (if only one Major Noteholder still holds the 2019 Note).

ARTICLE III  
PRINCIPAL LOCK-UP.

Section 3.01 **Principal Lock-up.**

Subject to Section 3.02, during the Principal Lock-up Period, no Principal Party shall Transfer, or publicly announce an intention to Transfer, any Equity Securities in the Company directly or indirectly held by the Principal Party as of the date hereof, without the prior written consent of the Investors and the Major Noteholders. The Principal irrevocably agrees to cause and guarantee the performance by the Principal Holding Company of all of its covenants and obligations under this Section 3.01. Any purported Transfer by any Principal Party in violation of this Section 3.01 shall be null and void and of no force and effect and the Company shall refuse to recognize any such Transfer and shall not register or otherwise reflect on its records any change in ownership of such Equity Securities in the Company purported to have been Transferred.

Section 3.02 **Permitted Transfers.**

(i) Regardless of anything else contained herein, Section 3.01 shall not apply to Transfers of Equity Securities of the Company by the Principal Holding Company (i) to the Principal, a Relative of the Principal, a trust formed for the exclusive benefit of the Principal or his Relatives, or an entity 100% Controlled exclusively by the Principal, or (ii) through will or intestacy, in each case where the transferee shall have executed and delivered to each of the Parties (other than the transferor) an instrument, reasonably acceptable to the other Parties, agreeing to be bound by the terms and conditions of this agreement as if such transferee were the transferor.

(ii) Any transferee of Equity Securities expressly contemplated under Section 3.02 is hereinafter referred to as a “**Permitted Transferee**”. If any Permitted Transferee to which Equity Securities of the Company are Transferred ceases to be a Permitted Transferee of the Party from which or whom it acquired such Equity Securities of the Company pursuant to such provision, such Person shall reconvey such Equity Securities of the Company to such transferring Party (or another Permitted Transferee of such Party) immediately before such Person ceases to be a Permitted Transferee of such transferring Party so long as such Person knows of its upcoming change of status immediately prior thereto. If such change of status is not known until after its occurrence, the former Permitted Transferee shall make such transfer to such transferring Party (or another Permitted Transferee of such Party) as soon as practicable after the former Permitted Transferee receives notice thereof.

ARTICLE IV  
CONFIDENTIALITY

Section 4.01 **General Obligations.** Each Party undertakes to the other Party that it shall not reveal, and that it shall use its commercially reasonable efforts to procure that its respective Representatives who are in receipt of any Confidential Information do not reveal, to any third party any Confidential Information without the prior written consent of the concerned Party. The term “Confidential Information” as used in this Article IV means: (a) any non-public information concerning the organization, structure, business or financial results or condition of any Party, including but not limited to any non-public information that the Investors may have or acquire in relation to any Group Members or its customers, business, assets or affairs; (b) the terms of this Agreement and the terms of any of the other Transaction Documents, and the identities of the Parties and their respective Affiliates; and (c) any other information or material prepared by a Party or its Representatives to the extent it contains or otherwise reflects, or is generated from, Confidential Information (collectively, the “**Confidential Information**”); provided that “Confidential Information” shall not include information that is (i) or becomes generally available to the public other than as a result of disclosure by or at the direction of a Party or any of its Representatives in breach of this Agreement, (ii) or becomes available to a Party from a source other than the Company, (iii) already in the possession of the Party on the date hereof (other than information furnished by or on behalf of a Party) or (iv) independently developed by the Party without violating any of the confidentiality terms herein.

Section 4.02 **Exceptions.** The provisions of Section 4.01 shall not apply to:

(i) disclosure by a Party to a Representative or an Affiliate if such Representative or Affiliate (a) is under a similar obligation of confidentiality or (b) is otherwise under a binding professional obligation of confidentiality;

(ii) disclosure, after giving prior notice to the other Parties to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent requested or required under the rules of any stock exchange on which the Equity Securities of a Party or any of its Affiliates are listed or by Laws or governmental regulations or judicial or regulatory process or in connection with any proceeding arising out of or relating to this Agreement; provided that no prior notice to any Party shall be required to be given under this Section 4.02 with respect to any proceeding commenced or brought by a Party in pursuit of its rights or in the exercise of its remedies arising out of this Agreement or any other Transaction Document;

(iii) disclosure by the Investors to a financing source in connection with a bona fide loan or financing arrangement, if the recipient agrees in writing prior to any such disclosure to be subject to confidentiality obligations substantially similar to those set forth in this Article IV;

(iv) following notification in writing to the Company on a no names basis, disclosure by any Investor to a bona fide potential purchaser of any portion or all of the Equity Securities of the Company held by such Investor to the extent necessary for such potential purchaser to evaluate such a proposed transaction or for other similar business purposes, if the recipient agrees in writing prior to any such disclosure to be subject to confidentiality obligations substantially similar to those set forth in this Article IV, of which the Company is a third-party beneficiary; or

(v) disclosure by the Investors or its Affiliates of Confidential Information that is reasonably necessary in connection with its reporting requirements to its shareholders, limited partners and/or director or indirect investors in the ordinary course of business in each case, so long as the Persons being disclosed such information have been advised of the confidential nature of such information

Section 4.03 **Press Release.** Notwithstanding the foregoing, without the prior written consent of the Investors, the Company shall not disclose any Confidential Information or make any press releases that contains any Confidential Information, even if such disclosure or press release is required by Applicable Laws, regulations or stock exchange rules. The final form of any such disclosure or press release shall be approved in advance in writing by each Party.

Section 4.04 **Overriding Provision.** The provisions of this Article IV shall supersede the provisions of any separate nondisclosure agreements executed by any of the Parties with respect to the transactions contemplated hereby, and all such other nondisclosure agreements shall be terminated and null and void as between the Parties, including without limitation, any term sheet, letter of intent, memorandum of understanding or other similar agreement entered into by two or more of the Parties in respect of the transactions contemplated hereby.

ARTICLE V  
REPRESENTATION AND WARRANTIES

Each Party severally but not jointly represents and warrants, with respect to itself, to the other Party that:

Section 5.01 **Existence.** Such Party (other than the Principal) has been duly organized, is validly existing and is in good standing under the laws of its jurisdiction of organization.

Section 5.02 **Capacity.** Such Party has the requisite power and authority to enter into and perform its or his respective obligations under this Agreement and consummate the transactions contemplated hereby.

Section 5.03 **Authorization And Enforceability.** This Agreement has been duly authorized, executed and delivered by such Party, and assuming the due authorization, execution and delivery by each of the other Parties, this Agreement is a valid and binding agreement of such Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

Section 5.04 **Non-Contravention.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the memorandum and articles or other constitutional documents of such Party (other than the Principal); (ii) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, Governmental Entity or court to which such Party is subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, lease, license, instrument, or other arrangement to which such Party is a party or by which such Party is bound or to which any assets of such Party are subject, except in the case of clauses (ii) or (iii) as would not have a material adverse effect. There is no action, suit or proceeding, pending or, to the knowledge of such Party, threatened against such Party that questions the validity of this Agreement or the right of such Party to enter into this Agreement to consummate the transactions contemplated hereby.

ARTICLE VI  
TERMINATION

Section 6.01 **General.** Save for the provisions which Section 6.04 provides shall continue in full force following termination for any reason whatsoever, this Agreement shall terminate immediately upon the mutual written consent of the Parties hereof (or their respective lawful successors and assigns).

Section 6.02 **Termination with Respect to a Shareholder.** Subject to the transfer restrictions set forth in the Investors' Rights Agreement, upon the Transfer by any of the Investors or the Principal Holding Company of all of the Equity Securities of the Company registered in its name to a Permitted Transferee in accordance with the terms and conditions of the Investors' Rights Agreement, such Party (and with respect to the Principal Holding Company, the Principal Parties) shall automatically cease to be a party to this Agreement and shall have no further rights or obligations hereunder.

Section 6.03 **Termination with Respect to a Major Noteholder.** A Major Noteholder shall automatically cease to be a party to this Agreement and shall have no further rights or obligations hereunder upon the earlier of (i) such Major Noteholder ceasing to hold its 2019 Note; and (ii) the later of (x) the Major Noteholders ceasing to be entitled to nominate a Director pursuant to Section 2.01(i)(c) and (y) July 31, 2024.

Section 6.04 **Survival.** If this Agreement terminates, the Parties shall be released from their obligations under this Agreement, except that (i) Article I, Article IV, this Section 6.04, Section 7.15 and Section 7.16 shall continue to exist after the termination of this Agreement in accordance with their terms, and (ii) termination of this Agreement shall not affect any rights or liabilities that the Parties have accrued under this Agreement prior to such termination.

ARTICLE VII  
MISCELLANEOUS.

Section 7.01 **Notices.** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt if given by electronic mail to the e-mail addresses set forth in this Section 7.01; (c) on the third day after mailing if mailed by first-class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section 7.01; or (d) on the day after delivery to a nationally recognized overnight courier service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section 7.01:

*If to the Investors:*

*Joy Capital*

**Astral Success Limited**  
Unit F, 37/F, COS Centre, 56 Tsun Yip Street,  
Kwun Tong, Hong Kong  
E-mail: [erhailiu@joycapital.com.cn](mailto:erhailiu@joycapital.com.cn)  
[yubowang@joycapital.com.cn](mailto:yubowang@joycapital.com.cn)  
With copy to: [operation@joycapital.com.cn](mailto:operation@joycapital.com.cn)  
Attn: Henry Lin

*Nio Capital*

**Abundant Grace Investment Limited**  
Unit 2412, 24F HKRI Taikoo Hui Center I,  
288 Shimen Yi Road, Jing'an District,  
Shanghai, China 200041  
E-mail: [yao.li@niocapital.com](mailto:yao.li@niocapital.com)  
[max.li@niocapital.com](mailto:max.li@niocapital.com)  
With copy to: [iris.bai@niocapital.com](mailto:iris.bai@niocapital.com)  
Attn: Li Yao, Li Xiang



*If to the Major Noteholders:*

*WP*

**Redrock Holding Investments Limited**  
c/o Warburg Pincus Asia LLC, 450 Lexington  
Avenue, New York, NY 10017, USA  
Fax: +1 (212) 716-8672  
Email: [notices@warburgpincus.com](mailto:notices@warburgpincus.com)  
Attn: Steven Glenn

*TPG*

**TPG Growth III SF Pte. Ltd.**  
80 Raffles Place, #15-01 UOB Plaza 1  
Singapore 048624  
E-mail: [dreintjes@tpg.com](mailto:dreintjes@tpg.com)  
Fax: +65 6390 5001  
Attn: David Reintjes

With a copy to:  
Address: 301 Commerce Street, Suite 3300, Fort  
Worth, TX 76102  
Attn: Office of General Counsel

*58*

**58.com Holdings Inc.**  
Building 105  
No. 10 Jiuxianqiao North Road Jia  
Chaoyang District, Beijing, 100015  
People's Republic of China  
E-mail: [lixiaojing01@58.com](mailto:lixiaojing01@58.com)  
Attn: Li Xiaojing

*If to the Company:*

**Uxin Limited**  
1-3/F, No. 12 Beitucheng East Road  
Chaoyang District, Beijing, 100029  
People's Republic of China  
E-mail: [daikun@xin.com](mailto:daikun@xin.com)  
Attn: Mr. Kun Dai

*If to Principal Parties*

*Principal*

1-3/F, No. 12 Beitucheng East Road  
Chaoyang District, Beijing, 100029  
People's Republic of China  
E-mail: [daikun@xin.com](mailto:daikun@xin.com)  
Attn: Mr. Kun Dai

*Principal Holding Company*

**Xin Gao Group Limited**  
1-3/F, No. 12 Beitucheng East Road  
Chaoyang District, Beijing, 100029  
People's Republic of China  
E-mail: [daikun@xin.com](mailto:daikun@xin.com)  
Attn: Mr. Kun Dai

Any party may change its address or other contact information for notice by giving notice to each other party in accordance with the terms of this Section 7.01. In no event will delivery to a copied Person alone constitute delivery to the party represented by such copied Person.

Section 7.02 **Further Assurances.** Upon the terms and subject to the conditions herein, each of the Parties agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under Applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement and the other Transaction Documents.

Section 7.03 **Assignments and Transfers.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties; provided, however, that (a) each Investor may assign this Agreement to (i) any Affiliate of such Investor without the prior consent of the other Parties, (ii) to any transferee with a transfer of the Subscription Shares, the Conversion Shares or ADSs to such third party, and (iii) for collateral security purposes, to any lender of the Investor or any of its Affiliates in connection with a bona fide loan or financing arrangement secured by the Subscription Shares, the Conversion Shares or ADSs; (b) the Principal Holding Company may assign this Agreement to any Permitted Transferee of the Principal Holding Company with a transfer of Equity Securities of the Company to such Permitted Transferee; and (c) each Major Noteholder may assign any of its rights under this Agreement without the prior consent of the other Parties to (i) any Affiliate of such Major Noteholder, and (ii) any Person to whom such Major Noteholder transfers any of the 2019 Notes.

Section 7.04 **Rights Cumulative; Specific Performance.** Except as specifically set forth herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by Applicable Laws, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court of competent jurisdiction, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.05 **Amendment.** This Agreement may be amended only by a written instrument executed by each of the Parties, provided, any amendment with respect to SCHEDULE A requires no consent from any of the Major Noteholders.

Section 7.06 **Waiver.** No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

Section 7.07 **No Presumption.** The Parties acknowledge that any Applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

Section 7.08 **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, 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 be consummated as originally contemplated to the fullest extent possible.

Section 7.09 **Entire Agreement.** This Agreement and the other Transaction Documents constitute the entire agreement and understanding among the parties hereto and thereto with respect to the subject matters hereof and thereof and supersede any prior understandings, agreements or representations by or among the parties, written or oral, related to the subject matters hereof and thereof.

Section 7.10 **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Signatures in the form of facsimile or electronically imaged "PDF" shall be deemed to be original signatures for all purposes hereunder. The parties irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

Section 7.11 **Descriptive Headings; Construction.** The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The Parties agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by counsel, and each of whom had an opportunity to participate in and did participate in the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly or in favor of or against any party but rather shall be given a fair and reasonable construction without regard to the rule of *contra proferentem*.

Section 7.12 **Control.** In the event of any conflict or inconsistency between any of the terms of this Agreement and any of the terms of any of the Charter Documents for any of the Group Members, or in the event of any dispute related to any such Charter Document, the terms of this Agreement shall prevail in all respects among the Parties, the Parties shall give full effect to and act in accordance with the provisions of this Agreement over the provisions of the Charter Documents.

Section 7.13 **Adjustments for Share Splits, Etc.** Wherever in this Agreement there is a reference to a specific number of Ordinary Shares, then, upon the occurrence of any subdivision, combination or share dividend of the Ordinary Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted, as appropriate, to reflect the effect on the outstanding Ordinary Shares by such subdivision, combination or share dividend.

Section 7.14 **Use of English Language.** This Agreement has been executed and delivered in the English language. Any translation of this Agreement into another language shall have no interpretive effect. All documents or notices to be delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall control for purposes thereof.

Section 7.15 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its principles of conflicts of laws.

Section 7.16 **Dispute Resolution.**

(i) Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Hong Kong and administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration, (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators. The claimant shall appoint one (1) arbitrator, and the respondent shall appoint one (1) arbitrator no more than ten (10) days following the official appointment of the arbitrator appointed by the claimant, failing which such arbitrator shall be appointed by HKIAC; the third arbitrator shall be the presiding arbitrator and shall be appointed jointly by the arbitrators appointed by the claimant and respondent within ten (10) days of the later of the appointment of the arbitrators appointed by the said Parties, failing which such arbitrator shall be appointed by HKIAC.

(ii) The arbitration shall be conducted in English.

(iii) The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance and lost profits.

(iv) The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitration tribunal’s decision in any court having jurisdiction.

(v) When any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the Parties shall continue to fulfil their respective obligations and shall be entitled to exercise their rights under this Agreement.

(vi) The Parties understand and agree that this provision regarding arbitration shall not prevent any Party from pursuing preliminary, equitable or injunctive relief in a judicial forum pending arbitration in order to compel another Party to comply with this provision, to preserve the status quo prior to the invocation of arbitration under this provision, or to prevent or halt actions that may result in irreparable harm. A request for such equitable or injunctive relief shall not waive this arbitration provision.

(vii) The Parties expressly consent to the joinder of additional part(ies) in connection with the Transaction Documents to the arbitration proceedings commenced hereunder and/or the consolidation of arbitration proceedings commenced hereunder with arbitration proceedings commenced pursuant to the arbitration agreements contained in the Transaction Documents. In addition, the Parties expressly agree that any disputes arising out of or in connection with this Agreement and the Transaction Documents concern the same transaction or series of transactions.

(viii) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

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

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

COMPANY:

**UXIN LIMITED**

By /s/ Kun DAI

Print Name: Kun DAI

Title: Director

*[Signature page to Voting Agreement]*

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IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

PRINCIPAL:

/s/ Kun DAI

\_\_\_\_\_  
**Kun DAI (戴琨)**

PRINCIPAL HOLDING COMPANY:

**XIN GAO GROUP LIMITED**

By /s/ Kun DAI

\_\_\_\_\_  
Print Name: Kun DAI

Title: Director

*[Signature page to Voting Agreement]*

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IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTOR:

JOY CAPITAL

**ASTRAL SUCCESS LIMITED**

By /s/ Erhai Liu

Print Name: Erhai Liu

Title: Authorized Signatory

*[Signature page to Voting Agreement]*

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IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTOR:

NIO CAPITAL

**ABUNDANT GRACE INVESTMENT LIMITED**

By /s/ Mao Wei

Print Name: Mao Wei

Title: Director

*[Signature page to Voting Agreement]*

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IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

MAJOR NOTEHOLDER:

WP

**Redrock Holding Investments Limited**

By /s/ Steven G. Glenn

Print Name: Steven G. Glenn

Title: Director

*[Signature page to Voting Agreement]*

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IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

MAJOR NOTEHOLDER:

TPG

**TPG Growth III SF Pte. Ltd.**

By /s/ Michael LaGatta

Print Name: Michael LaGatta

Title: Vice President

*[Signature page to Voting Agreement]*

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IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

MAJOR NOTEHOLDER:

58

**58.com Holdings Inc.**

By /s/ Jinbo Yao

Print Name: Jinbo Yao

Title: Authorized Signatory

*[Signature page to Voting Agreement]*

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## SCHEDULE A

### BOARD APPROVAL MATTERS

1. Adoption, change or waiver of any provision of the Company's memorandum and articles of association or other Charter Documents of any Group Member.
2. Delisting of the ADSs from NASDAQ.
3. Any authorization, creation or issuance by any Group Member of any New Securities or any instruments that are convertible into securities, excluding (x) any issuance of Ordinary Shares upon conversion of the Senior Preferred Shares and/or the exercise of the Warrants, (y) any issuance of Ordinary Shares (or options or warrants therefor) under any written share incentive plans duly approved, and (z) any issuance of securities as a dividend or distribution on Ordinary Share.
4. (x) Any adoption of new share incentive plan by any Group Member or change of the Existing Share Incentive Scheme; or (y) grant of awards that represent over 0.5% of the Company's outstanding Shares to any individual under any share incentive plans of the Company.
5. Any repurchase or redemption of any Equity Securities of any Group Member (including the manner in which such repurchase or redemption is structured) other than pursuant to contractual rights to repurchase Ordinary Shares from the employees, officers, directors or consultants of the Group Members upon termination of their employment or services.
6. Any merger, amalgamation, consolidation, scheme of arrangement or reorganization (i) in which the Company is not the surviving entity or (ii) following which the holders of the voting securities of the Company do not continue to hold more than 50% of the combined voting power of the voting securities of the surviving entity.
7. Any transaction or series of transactions in which more than 50% of the voting power of any Group Member (other than the Company) is transferred or in which a majority of the assets of any Group Member are sold.
8. Declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its Equity Securities or make any other actual, constructive or deemed distribution in respect of any of its Equity Securities or otherwise make any payments to shareholders in their capacity as such, except for cash dividends made by any direct or indirect wholly-owned Subsidiary of the Company to the Company or one of its wholly-owned Subsidiaries.
9. Pass any resolution for the winding up of the Company and/or any other Group Member, scheme of arrangement, reorganization, reconstruction, dissolution or liquidation concerning the Company and/or any other Group Member, or appointing a receiver, trustee, or other similar official for it or for any substantial part of its property.
10. Any merger, amalgamation, consolidation, scheme of arrangement or reorganization of the Company following which transaction, any Nio Competitor would hold more than 50% of the combined voting power of the voting securities of the surviving entity.
11. The entry into any binding agreement to privatize the Company following which privatization any Nio Competitor would hold more than 50% of the combined voting power of the voting securities of the Company or, if the Company is not the surviving entity of such privatization, the surviving entity.

SCHEDULE A

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12. Approval or amendment of annual business plan and Annual Budget or any strategic plan.
13. Appointment, replacement, removal, dismissal or settlement or change of terms of employment of the chief executive officer, the chief financial officer, the chief operating officer, the general manager or the five (5) most highly compensated employees or officers of the Company.
14. To the extent not already approved in the Annual Budget or the Quarter Budget, any investment in any entity or any acquisition of another company with consideration, whether in cash or otherwise, in excess of RMB50 million in valuation; or any disposal of or dilution of the Company's interest, directly or indirectly, in any other Group Member; or any Transfer of any Equity Securities (or any interest therein) of any Group Member (other than the Company).
15. To the extent not already approved in the Annual Budget or the Quarter Budget, any purchase, license, lease, transfer or disposal of assets, properties, goodwill and businesses in excess of RMB1 million individually or in excess of RMB5 million collectively during any financial year.
16. To the extent not already approved in the Annual Budget or the Quarter Budget, any advertising or user acquisition agreements in excess of RMB1 million individually or in excess of RMB5 million collectively during any financial year.
17. To the extent not already approved in the Annual Budget or the Quarter Budget, any incurrence of debt, any investment in any indebtedness, any provision of any guarantee, indemnity or mortgage for any indebtedness or advance of any loan to any third party, in each case in excess of RMB1 million individually or in excess of RMB5 million collectively during any financial year.
18. Any indebtedness of the Company that is prohibited under the 2019 Notes.
19. To the extent not already approved in the Annual Budget or the Quarter Budget, any capital expenditure projects or agreements in excess of RMB1 million individually or in excess of RMB5 million collectively during any financial year, other than purchase of automobiles in the ordinary course of the Company's business consistent with past practice.
20. Ceasing to conduct or carry on the business of the Company and/or any other member of the Group substantially as currently conducted as of the date of this Agreement or change any part of its major business activities.
21. Any transaction with Related Party (excluding for such purposes any member of the Group) that is not on an arm's length basis or which is not contemplated in the Company's annual business plan and budget duly approved and adopted.
22. Any amendment to the 2019 Notes.

SCHEDULE A

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**SCHEDULE B**

**ADVERSE PERSONS**

- (1) GUAZI.COM.INC and its subsidiaries (车好多集团), including but not limited to Guazi, 瓜子二手车直卖网www.guazi.com and Maodou, 毛豆新车网www.maodou.com);
- (2) Souche Holdings and its subsidiaries (大搜车www.dasouche.com);
- (3) RENRENCHÉ, 北京人人车旧机动车经纪有限公司 and its subsidiaries (人人车www.renrenche.com);
- (4) Bitauto Holdings Limited and its subsidiaries (易车网car.bitauto.com);
- (5) Autohome Inc. and its subsidiaries (汽车之家www.autohome.com.cn);
- (6) YIXIN GROUP LIMITED and its subsidiaries (易鑫集团www.yixincars.com); and/or
- (7) Meili Jinrong, 天道计然(北京)信息科技有限责任公司 and its subsidiaries (美利金融www.mljr.com).

**SCHEDULE B**

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## CONSENT LETTER FOR LOCK-UP

From,  
**Redrock Holding Investments Limited**  
c/o Warburg Pincus Asia LLC  
450 Lexington Avenue, New York  
NY 10017, USA

Date: July 12, 2021

To:  
**Uxin Limited**  
1-3/F, No. 12 Beitucheng East Road  
Chaoyang District, Beijing 100029  
The People's Republic of China

Subject: Consent Letter for Lock-up

The undersigned holds 37,399,103 American Depositary Shares of Uxin Limited (the “**Company**”), an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands listed on the NASDAQ Global Select Market, and holds or will hold 11,650,485 Class A Ordinary Shares of the Company upon conversion of certain outstanding principal amount of the 2019 Note held by it on or about the date hereof (or 3,883,495 American Depositary Shares converted from such conversion shares). The undersigned acknowledges that the Company, Astral Success Limited and Abundant Grace Investment Limited (the “**Investors**”, and each an “**Investor**”) have entered into a share subscription agreement on June 14, 2021 (the “**Share Subscription Agreement**”), pursuant to which, each Investor agrees to purchase from the Company certain senior preferred convertible shares of the Company and certain warrant. The undersigned further acknowledges that the execution and delivery of this letter (this “**Consent Letter**”) is a closing delivery under the Share Subscription Agreement. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Share Subscription Agreement. For the benefit of the Company and the Investors, the undersigned hereby agrees as follows:

1. Lock-Up Provisions.

(a) The undersigned and its affiliates (which means any other person and/or entity directly or indirectly controlling or controlled by or under direct or indirect common control with the undersigned), during the period commencing from the First Closing Date until nine (9) months from the First Closing Date (the “**Lock-Up Period**”), shall not: (i) lend, offer, pledge, hypothecate, encumber, donate, assign, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Equity Securities (as defined below) owned or to be owned by the undersigned on the First Closing Date (including Class A Ordinary Shares issued to the undersigned upon conversion of certain outstanding principal amount of the 2019 Note held by it) (the “**Restricted Securities**”), (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Restricted Securities, or (iii) publicly disclose the intention to do any of the foregoing (any of the foregoing described in clauses (i), (ii) or (iii), a “**Prohibited Transfer**”). The foregoing sentence shall not apply to (i) transactions relating to the Equity Securities of the Company acquired in open market transactions after the First Closing Date, (ii) transfers of the Restricted Securities as a bona fide gift or through will, testamentary document or intestacy, or by operation of law, such as in connection with a divorce settlement, (iii) distributions of the Restricted Securities to affiliates, subsidiaries, members, limited partners or stockholders of the undersigned or any investment fund or other entity controlling, controlled by, managing, or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), provided that in the case of any transfer or distribution pursuant to clause (ii) or (iii), each donee or distributee shall sign and deliver to the Company a lock-up consent letter substantially in the form of this Consent Letter, (iv) to a nominee or custodian of the undersigned or of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iii), (v) the establishment of any contract, instruction or plan that satisfies all of the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (“**Rule 10b5-1 Plan**”) for the transfer of the Restricted Securities, provided that such Rule 10b5-1 Plan does not provide for the transfer of the Restricted Securities during the Lock-up Period, (vi) transfer of the Restricted Securities to any trust for the direct or indirect benefit of the undersigned, or any entity 100% beneficially owned and controlled by the undersigned, provided that (x) the trustee of the trust of the transferred agrees to be bound in writing by the restrictions set forth herein, and (y) any such transfer shall not involve a disposition for value, (vii) any security interest or encumbrance over any Equity Securities in connection with a bona fide debt financing made to the undersigned by banks or other financial institutions, provided that no enforcement of, or foreclosure with respect to such Equity Securities shall take place during the Lock-up Period, (viii) the sale of Restricted Securities to the Company by the undersigned, and (ix) transfers of Equity Securities pursuant to a bona fide third-party tender offer made to all holders of the Company’s capital stock or other transaction, including, without limitation, any merger, consolidation or other similar transaction involving a change of control of the Company (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of the undersigned’s Equity Securities in connection with any such transaction, or vote any of the undersigned’s Equity Securities in favor of any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, the undersigned’s Equity Securities shall remain subject to the provisions of this Consent Letter.



(b) The undersigned acknowledges that if any Prohibited Transfer is made or attempted contrary to the provisions of this Consent Letter, such purported Prohibited Transfer shall be null and void *ab initio*, and the Company will refuse to recognize any such purported transferee of the Restricted Securities as one of its equity holders for any purpose. The undersigned further acknowledges that in order to enforce this Section 1, the Company may impose stop-transfer instructions with respect to the Restricted Securities of the undersigned (and permitted transferees and assigns thereof) until the end of the Lock-Up Period. The undersigned hereby also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Restricted Securities unless such transfer is in compliance with the foregoing restrictions.

(c) For purpose of this Consent Letter, "**Equity Security**" shall mean any and all shares of capital stock, membership interests, units, depositary shares, profits interests, ownership interests, equity interests, registered capital, and other equity securities or ownership interests of the Company, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing.

2. Binding Obligation; Termination. This Consent Letter has been duly authorized by the undersigned and constitutes valid and binding obligations of the undersigned. This Consent Letter shall be in effect until the earlier of (i) the undersigned (and permitted transferees and assigns thereof) ceases to hold any Restricted Securities of the Company without breach of this Consent Letter, (ii) the Share Subscription Agreement is terminated in accordance with its terms; (iii) any Investor has materially breached section 1 of the Lock-Up Letter signed by it; (iv) any Investor has materially breached section 2.01(ii) of the Voting Agreement and such breach has resulted in the Director nominated by the Major Noteholders (if any) not being appointed pursuant to section 2.01(i)(c) of the Voting Agreement; (v) the Company has materially breached the provisions of the Supplementary Agreement or the terms and conditions under the 2019 Note (as supplemented or amended from time to time); and (vi) any Investor's Lock-Up Letter is terminated for whatever reason (other than material breach by any Major Noteholder of section 1 of the Lock-Up Letter signed by it which shall be in the form substantially same as this Consent Letter).

3. Third-Party Beneficiaries. Notwithstanding anything to the contrary in this Consent Letter or in Applicable Laws, upon the First Closing, each Investor shall become an intended third-party beneficiary of this Consent Letter, and may enforce this Consent Letter as a third-party beneficiary as if it is a named party herein.

4. Consent Letter Prevail. In the event of any conflict or inconsistency between any of the terms of this Consent Letter and other agreements among the Company and the undersigned, the terms of this Consent Letter shall prevail, and the undersigned agrees to take all actions necessary, as promptly as practicable after the discovery of such inconsistency, to adopt amendments and restatements to the other agreements to give effect to the provisions of this Consent Letter.

5. Severability. In the event that any provision of this Consent Letter, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Consent Letter will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the undersigned. The undersigned further agrees to replace such void or unenforceable provision of this Consent Letter with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

6. Governing Law. This Consent Letter shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its principles of conflicts of laws.

7. Dispute Resolution. The undersigned and the Company irrevocably (i) agree that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Consent Letter, shall be settled by arbitration to be held in Hong Kong and administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration, (ii) waive, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submit to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators. The claimant shall appoint one (1) arbitrator, and the respondent shall appoint one (1) arbitrator no more than ten (10) days following the official appointment of the arbitrator appointed by the claimant, failing which such arbitrator shall be appointed by HKIAC; the third arbitrator shall be the presiding arbitrator and shall be appointed jointly by the arbitrators appointed by the claimant and respondent within ten (10) days of the later of the appointment of the arbitrators appointed by the said parties, failing which such arbitrator shall be appointed by HKIAC. The arbitration shall be conducted in English. The undersigned acknowledges and agrees that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance and lost profits. The decision of the arbitration tribunal shall be final, conclusive and binding on the undersigned and other parties to the arbitration. Judgment may be entered on the arbitration tribunal’s decision in any court having jurisdiction. When any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the parties shall continue to fulfil their respective obligations and shall be entitled to exercise their rights under this Consent Letter. The undersigned understands and agrees that this provision regarding arbitration shall not prevent the undersigned or any other person from pursuing preliminary, equitable or injunctive relief in a judicial forum pending arbitration in order to compel another party to comply with this provision, to preserve the status quo prior to the invocation of arbitration under this provision, or to prevent or halt actions that may result in irreparable harm. A request for such equitable or injunctive relief shall not waive this arbitration provision. If any action at law or in equity is necessary to enforce or interpret the terms of this Consent Letter, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

8. Assignment. The undersigned agrees not to assign either this Consent Letter or any of its rights, interests, or obligations hereunder to any person other than transferees permitted under Section 1(a) above without the prior written approval of the Company and the third-party beneficiaries.

**9. Amendment/Waiver.** The undersigned agrees that this Consent Letter shall not be amended without the prior written consent of the Company and the third-party beneficiaries. The Company agrees that in the event any comparable lock-up agreement with any other investor in the Company is amended, or a provision of any such agreement is waived, in each case in a manner that is favorable to such other investor, then the terms of this Consent Letter shall be deemed automatically amended or waived such that the undersigned shall have the benefit of the terms of such amendment or waiver.

**10. Further Assurances.** From time to time, at any of the Company or any of the third-party beneficiaries' request and without further consideration, the undersigned agrees to execute and deliver such additional documents and take all such further actions as may be reasonably necessary to give further effect of the matters contemplated by this Consent Letter.

**11. Notices.** All notices and other communications between the undersigned on the one hand and the Company on the other hand, shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day) to the address provided by relevant parties.

**12. Electronic Signatures.** The parties irrevocably and unreservedly agree that this Consent Letter may be executed by way of electronic signatures and the parties agree that this Consent Letter, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

Very truly yours,

**Redrock Holding Investments Limited**

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Director

*[Signature Page to Lock-Up Consent Letter]*

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Agreed and Accepted by:

**Uxin Limited**

By: /s/ Dai Kun

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Name: Dai Kun

Title: CEO

*[Signature Page to Lock-Up Consent Letter]*

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**TERMINATION AGREEMENT**

This **TERMINATION AGREEMENT** (this “Agreement”) is made on July 12, 2021 by and among:

- (1) Uxin Limited, an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands (the “Company”);
- (2) Redrock Holding Investments Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands (“WP”);
- (3) TPG Growth III SF Pte. Ltd., a private company limited by shares duly incorporated and validly existing under the Laws of Singapore (“TPG”);
- (4) 58.com Holdings Inc., a business company duly incorporated and validly existing under the Laws of the British Virgin Islands (the “Strategic Investor,” together with WP and TPG, each an “Investor” and collectively, the “Investors”);
- (5) Mr. Kun Dai (戴琨), a PRC individual with PRC identity card no. of 610104198204066214 (the “Founder”);
- (6) Xin Gao Group Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands (“Xin Gao”);
- (7) Gao Li Group Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands (“Gao Li”, together with the Founder and Xin Gao, each a “Founder Party” and collectively, the “Founder Parties”); and
- (8) JenCap UX, an exempted company incorporated and validly existing under the Laws of the Cayman Islands (“Jeneration Capital”).

All parties are collectively referred to herein as the “Parties” and individually as a “Party”.

**WHEREAS**, on May 29, 2019, the Company entered into a convertible note purchase agreement with the Investors and other parties thereto (the “CNPA”), pursuant to which the Investors and certain other investors agreed to subscribe for, and the Company agreed to issue to the Investors and certain other investors, certain convertible promissory notes (the “Notes”) with a total principal amount of US\$230 million;

**WHEREAS**, in connection with the issuance of the Notes, on May 29, 2019, the Parties entered into the Investors’ Rights Agreement, pursuant to which the Company granted the Investors several relevant rights (the “Investors’ Rights Agreement”);

**WHEREAS**, the Company and the Investors entered into the Supplementary Terms of Convertible Note Purchase Agreement and Convertible Promissory Notes (the “Letter Agreement”) dated October 4, 2020, whereby certain terms and conditions of the CNPA and the Notes were amended and supplemented;

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**WHEREAS**, the Company, Astral Success Limited and Abundant Grace Investment Limited (the “New Investors”) entered into a share subscription agreement on June 14, 2021 (the “Share Subscription Agreement”), and entering into this Agreement is one of the conditions precedent to the First Closing pursuant to the Share Subscription Agreement.

**NOW, THEREFORE**, the Parties intend to terminate the Investors’ Rights Agreement and the Letter Agreement (hereinafter the “Existing Agreements”) with effect from the Effective Time. In consideration of the respective undertakings stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. DEFINITIONS**

Whenever used herein, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Action” means claim, complaint, action, arbitration, charge, hearing, inquiry, litigation, suit, notice of violation, audit, examination, investigation or any other proceeding or any settlement, judgment, order, award, injunction or decree pending or other proceeding (whether civil, criminal, administrative, investigative or informal), including without limitation, an informal investigation or partial proceeding, such as a deposition.

“Affiliate” of any specified Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person.

“Business Day” shall mean any day that is not a Saturday, a Sunday or other day on which banking institutions in the State of New York, PRC, Hong Kong or the Cayman Islands are required by law to be closed.

“Effective Time” shall have the meaning ascribed to it in the Supplementary Agreement.

“First Closing” shall have the meaning ascribed to it in the Share Subscription Agreement.

“First Closing Date” shall have the meaning ascribed to it in the Share Subscription Agreement.

“Governmental Entity” shall mean any transnational or supranational, domestic or foreign federal, national, state, provincial, local or municipal governmental, regulatory, judicial or administrative authority, department, court, arbitral body, agency or official, including any department, commission, board, agency, bureau, subdivision or instrumentality thereof or any stock exchange.

“Hong Kong” shall mean the Hong Kong Special Administrative Region of the PRC.

“Liability” means any debt, liability or obligation of any kind, whether due or to become due, absolute or contingent, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, secured or unsecured, determined or determinable, or otherwise, and includes all costs and expenses relating thereto.

“Person” shall mean any natural person, firm, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or any other legal entity, including public bodies, whether acting in an individual, fiduciary or other capacity.

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

“Supplementary Agreement” means the supplementary agreement to the CNPA and the Notes entered or to be entered into amongst the Company, the Investors and other parties thereto on or about the date of this Agreement.

“US\$” and “U.S. dollar” shall mean the lawful currency of the United States of America.

“Voting Agreement” means the voting agreement to be entered into on or about the First Closing Date between the Investors, the New Investors, the Founder, Xin Gao and the Company.

## 2. **TERMINATION OF EXISTING AGREEMENTS**

2.1 The Existing Agreements shall be terminated and shall have no force and effect, from and after the Effective Time.

2.2 Subject to Sections 2.3 and 2.4 below, with effect from the Effective Time, each Party, on behalf of itself and its or his Affiliates, successors and assigns (collectively, the “Releasing Parties”) irrevocably waives its/his rights under the Existing Agreements and forever releases and discharges the other Parties (and their respective Affiliates, successors and assigns, the “Released Parties”) from any and all obligations and Liabilities under the Existing Agreements, including without limitation any right to claim or indemnity against the Released Parties out of any and all actual or purported breach or default under the Existing Agreements (collectively, the “Released Claims”).

2.3 Each Investor represents that it has not assigned or transferred or purported to assign or transfer to any Person all or any part of, or any interest in, any Action or Liability of any nature, character or description whatsoever, which is or which purports to be released or discharged by Section 2.2 and (ii) acknowledges that it may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims, but it hereby expressly agrees that, on and as of the Effective Time, the Investors (on behalf of the relevant Releasing Parties) shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or noncontingent claim with respect to the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.



2.4 The releases contemplated under Sections 2.2 and 2.3 above shall be without prejudice to: (i) any Liabilities or Action arising from or relating to fraud or dishonesty of any of the Parties; and (ii) any rights created under this Agreement and/or the Voting Agreement and/or which arise as a result of a failure by any Party to comply with the terms of this Agreement and/or the Voting Agreement (as applicable).

### 3. BOARD OF DIRECTORS

The Investors shall (i) cause the directors nominated by the Investors to resign from the board of directors of the Company (the “Board”) and all other positions each such person holds in the Group Companies, with effect from the Effective Time; and (ii) deliver to the Company resignation letters signed by such directors in accordance with the foregoing paragraph (i) and in a form reasonably satisfactory to the Company prior to the First Closing.

### 4. MISCELLANEOUS

4.1. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

4.2. Arbitration. Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination (“Dispute”) shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules then in force. In the case of any Dispute, there shall be three arbitrators. The claimant(s) shall have the right to appoint one arbitrator, the respondent(s) shall have the right to appoint another arbitrator, and the third arbitrator shall be appointed by the Hong Kong International Arbitration Centre. The language to be used in the arbitration proceedings shall be English. The seat of arbitration shall be Hong Kong. Each of the parties hereto irrevocably waives any immunity to jurisdiction to which it may be entitled or become entitled (including without limitation sovereign immunity, immunity to pre-award attachment, post-award attachment or otherwise) in any arbitration proceedings and/or enforcement proceedings against it arising out of or based on this Agreement or the transactions contemplated hereby.

4.3. Third Party Rights. Notwithstanding anything to the contrary in this Agreement or in any applicable laws, upon the First Closing (as such term is defined in the Share Subscription Agreement), each New Investor shall become an intended third-party beneficiary of this Agreement, and may enforce this Agreement as a third-party beneficiary as if it is a named party herein.

4.4. Amendment. This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the parties hereto.

4.5. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, and their respective heirs, successors and permitted assigns.

4.6. Notices. All notices, requests, demands, and other communications required or permitted to be given by one party hereto to the other party hereto under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of actual delivery if delivered personally, (ii) on the date sent if sent by facsimile, (iii) on the next Business Day following delivery to Federal Express for overnight courier service, or (iv) on the day of attempted delivery by the postal service if mailed by registered or certified mail, return receipt requested, postage paid, in each case as properly addressed or delivered as follows:

If to the Company or the Founder Parties, at:

Uxin Limited  
2-5F, Tower E, LSHM Center,  
No. 8 Guangshun South Avenue  
Chaoyang District, Beijing, 100102  
People's Republic of China  
E-mail: daikun@xin.com  
Attn: Mr. Kun Dai

If to WP, at:

Redrock Holding Investments Limited  
c/o Warburg Pincus Asia LLC, 450 Lexington Avenue, New York, NY 10017, USA  
Fax: +1 (212) 716-8672  
Email: notices@warburgpincus.com  
Attn: Steven Glenn

with a copy to:

c/o Warburg Pincus Asia LLC, Suite 6703, Two International Finance Centre, 8 Finance Street, Central, Hong Kong  
Fax: +852 2539 4322  
Email: tiffany.tang@warburgpincus.com  
Attn: Tiffany Tang

If to TPG, at:

TPG Growth III SF Pte. Ltd.  
80 Raffles Place, #15-01 UOB Plaza 1  
Singapore 048624  
E-mail: dreintjes@tpg.com  
Fax: +65 6390 5001  
Attn: David Reintjes

With a copy to:

Address: 301 Commerce Street, Suite 3300, Fort Worth, TX 76102  
Attn: Office of General Counsel

If to the Strategic Investor, at:

58.com Holdings Inc.  
Building 105  
No. 10 Jiuxianqiao North Road Jia  
Chaoyang District, Beijing, 100015  
People's Republic of China  
E-mail: lixiaojing01@58.com  
Attn: Li Xiaojing

If to Jeneration Capital, at:

JenCap UX  
PO Box 309, Ugland House  
Grand Cayman, KY1-1104  
Cayman Islands  
with a copy to:  
Jeneration Capital Advisors (Hong Kong) Limited  
Suite 6901, Two IFC  
8 Finance Street, Central  
Hong Kong  
Attn: General Counsel

- 4.7. Severability. If any provisions of this Agreement shall be adjudicated to be illegal, invalid or unenforceable in any action or proceeding whether in its entirety or in any portion, then such provision shall be deemed amended, if possible, or deleted, as the case may be, from the Agreement in order to render the remainder of the Agreement and any provision thereof both valid and enforceable, and all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.
- 4.8. Confidentiality. (a) Each party hereto shall keep in confidence, and shall not use (except for the purposes of the transactions contemplated hereby) or disclose, any non-public information disclosed to it or its Affiliates, representatives or agents in connection with this Agreement or the transactions contemplated hereby, other than to its members, managers, directors, officers, employees, partners, co-investors, auditors, counsels, consultants and other advisors and representatives who have a need to know such information, and (b) each party hereto shall ensure that its Affiliates, representatives and agents keep in confidence, and do not use (except for the purposes of the transactions contemplated hereby) or disclose, any such non-public information, provided, however, that nothing in this Agreement shall restrict any party from disclosing information (i) that is already publicly available not as a result of a breach of this section, or (ii) that may be required by applicable law, statute, treaty, rule, regulation, order, right, privilege, qualification, license or franchise or determination of a Governmental Entity.
- 4.9. Headings. The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the article or section so designated.
- 4.10. Execution in Counterparts. For the convenience of the parties hereto and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

- 4.11. No Waiver. Except as specifically set forth herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. No failure or delay on the part of any party hereto in exercising any right, power or remedy under this Agreement will operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party hereto, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party hereto; (b) no waiver that may be given by a party hereto will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party hereto will be deemed to be a waiver of any obligation of that party or of the right of the party hereto giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- 4.12. Effectiveness. This Agreement shall be established on the date hereof. For the avoidance of doubt, in case the First Closing (as defined under the Share Subscription Agreement) does not occur and the Share Subscription Agreement is terminated, this Agreement shall have no effect and be automatically terminated, in which case the Existing Agreements shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**TPG Growth III SF Pte. Ltd.**

By: /s/ Michael LaGatta  
Name: Michael LaGatta  
Title: Vice President

*[Signature Page to Termination Agreement]*

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IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**58.com Holdings Inc.**

By: /s/ Jinbo Yao  
Name: Jinbo Yao  
Title: Authorized Signatory

*[Signature Page to Termination Agreement]*

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IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**Mr. Kun Dai (戴琨)**

By: /s/ Kun Dai

*[Signature Page to Termination Agreement]*

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IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**Xin Gao Group Limited**

By: /s/ Kun Dai  
Name: Kun Dai  
Title: Director

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*[Signature Page to Termination Agreement]*

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IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**JenCap UX**

By: /s/ Jimmy Chin-Hsin Chang  
Name: Jimmy Chin-Hsin Chang  
Title: Authorized Signatory

*[Signature Page to Termination Agreement]*

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