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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No.1)***

Gridsum Holding Inc.
(Name of Issuer)

Class B Ordinary Shares, par value \$0.001 per share
(Title of Class of Securities)

398132100
(CUSIP Number)

Guosheng Qi
Generation Gospel Limited
Fairy Spirit Limited
c/o South Wing, High Technology Building
No. 229 North 4th Ring Road
Haidian District, Beijing 100083
People's Republic of China
Telephone: (86-10) 8261-9988

Guofa Yu
Garden Enterprises Ltd.
c/o South Wing, High Technology Building
No. 229 North 4th Ring Road
Haidian District, Beijing 100083
People's Republic of China
Telephone: (86-10) 8261-9988

With copies to:

Stephanie Tang, Esq.
Hogan Lovells
11th Floor, One Pacific Place
88 Queensway, Hong Kong
(852) 2840 5026

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

November 15, 2019
(Date of Event which Requires Filing of this Statement)

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

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

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

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

1	NAMES OF REPORTING PERSONS. Guosheng Qi	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 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 People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 9,336,128 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 9,336,128 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,336,128 Ordinary Shares(1)	
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) 27.1% (2) (representing 66.7% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

- (1) Consists of (i) 4,543,461 Class A ordinary shares, par value \$0.001 per share (the "Class A Ordinary Shares") held by Generation Gospel Limited, (ii) 937,500 Class B ordinary shares, par value \$0.001 per share (the "Class B Ordinary Shares"), and together with Class A Ordinary Shares, the "Ordinary Shares") directly held by Mr. Qi or held by Generation Gospel Limited, (iii) 3,563,501 Class B ordinary shares held by Fairy Spirit Limited, and (iv) 291,666 Class B ordinary shares that Mr. Qi or Generation Gospel Limited is entitled to acquire upon exercise of options held by it under the stock option plan (the "Stock Option Plan") as set forth in the Issuer's Annual Report on Form 20-F for the year ended December 31, 2018, which was filed with the Securities and Exchange Commission (the "SEC") on April 24, 2019 (the "Annual Report").
- (2) Based on 34,460,747 Ordinary Shares outstanding as of June 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on September 9, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Generation Gospel Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 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 British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 5,711,168 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 5,711,168 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,711,168 Ordinary Shares(1)	
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) 16.6% (2) (representing 61.8% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) Consists of (i) 4,543,461 Class A Ordinary Shares, (ii) 890,625 Class B Ordinary Shares, and (iii) 277,082 Class B Ordinary Shares that Generation Gospel Limited is entitled to acquire upon exercise of options held by it under the Stock Option Plan. Generation Gospel Limited is wholly owned and controlled by Mr. Guosheng Qi, its sole director.
- (2) Based on 34,460,747 Ordinary Shares outstanding as of June 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on September 9, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Fairy Spirit Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 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 British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,563,501 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 3,563,501 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,563,501 Ordinary Shares(1)	
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) 10.3%(2) (representing 4.7% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) Consists of 3,563,501 Class B Ordinary Shares held by Fairy Spirit Limited. Fairy Spirit Limited is controlled by Mr. Guosheng Qi, its sole director.
- (2) Based on 34,460,747 Ordinary Shares outstanding as of June 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on September 9, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Guofa Yu	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 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 People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,393,038 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 1,393,038 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,393,038 Ordinary Shares(1)	
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) 4.0% (2) (representing 1.8% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Consists of 1,393,038 Class B Ordinary Shares held by Garden Enterprises Ltd.

(2) Based on 34,460,747 Ordinary Shares outstanding as of June 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on September 9, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.

(3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Garden Enterprises Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 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 British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,393,038 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 1,393,038 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,393,038 Ordinary Shares(1)	
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) 4.0% (2) (representing 1.8% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) Consists of 1,393,038 Class B Ordinary Shares held by Garden Enterprises Ltd. Garden Enterprises Ltd. is wholly owned and controlled by Mr. Guofa Yu, its sole director.
- (2) Based on 34,460,747 Ordinary Shares outstanding as of June 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on September 9, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

Item 1. Security and Issuer.

This statement on Schedule 13D (this “Statement”) constitutes amendment No. 1 to the Schedule 13D jointly filed by Guosheng Qi (“Mr. Qi”), Generation Gospel Limited (“Generation Gospel”), Fairy Spirit Limited (“Fairy Spirit”), Guofa Yu (“Mr. Yu”) and Garden Enterprises Ltd. (“Garden Enterprises”) with the SEC on July 25, 2019, relating to Class B Ordinary Shares of the Issuer.

The principal executive office of the Issuer is at South Wing, High Technology Building, No. 229 North 4th Ring Road, Haidian District, Beijing 100083, People’s Republic of China.

American depositary shares (the “ADSs” and each, an “ADS”), each representing one Class B Ordinary Share of the Issuer, are listed on the Nasdaq Global Select Market under the symbol “GSUM”.

Item 2. Identity and Background.

(a) This Statement is being jointly filed by the following persons (each a “Reporting Person” and collectively, the “Reporting Persons”): (i) Mr. Qi, (ii) Generation Gospel, (iii) Fairy Spirit, (iv) Mr. Yu, and (v) Garden Enterprises. The agreement among the Reporting Persons relating to the joint filing of this Statement is attached to this Statement as Exhibit 99.5.

Based on the transactions described in Item 4 below, the Reporting Persons may be deemed to constitute a “group” for purposes of Section 13(d)(3) of the Act with the other members of the Consortium (as defined in Item 4). See Item 4 below.

(b) The principal business address of Mr. Qi, Generation Gospel, Fairy Spirit, Mr. Yu and Garden Enterprises is at South Wing, High Technology Building, No. 229 North 4th Ring Road, Haidian District, Beijing 100083, People’s Republic of China.

(c) The principal occupation or employment of Mr. Qi is to serve as the Chairman of the Board of Directors and Chief Executive Officer of the Issuer. The principal occupation or employment of Mr. Yu is to serve as a Director and Chief Operating Officer of the Issuer. Generation Gospel, Fairy Spirit and Garden Enterprises are principally investment holding vehicles.

(d) During the five years prior to the date hereof, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the five years prior to the date hereof, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of Mr. Qi and Mr. Yu is a citizen of the People’s Republic of China. Each of Generation Gospel, Fairy Spirit and Garden Enterprises is organized under the laws of the British Virgin Islands.

Item 3. Source and Amount of Funds or Other Consideration

This Statement is being filed because, under the facts and circumstances described in Items 2, 4 and 5, the Reporting Persons and members of the Consortium (as defined in Item 4) that are not Reporting Persons may be deemed to constitute a “group” for purposes of Section 13(d)(3) of the Act.

It is anticipated that funding for the Proposed Transaction (as defined in Item 4) will be provided by a combination of debt and equity capital. Equity financing will be provided by the Consortium, and any additional members accepted into the Consortium, in the form of cash and rollover equity in the Issuer. Debt financing will be provided by loans from third party financial institutions.

The descriptions of the principal terms of the Proposal (as defined in Item 4) under Item 4 are incorporated herein by reference in its entirety.

Item 4. Purpose of Transaction.

On July 15, 2019, Mr. Qi, Generation Gospel, Fairy Spirit, Mr. Yu, Garden Enterprises and Beta Dynamic Limited, an affiliate of Hammer Capital Private Investments Limited (collectively, the "Original Consortium") jointly submitted a preliminary, non-binding letter (the "Proposal", incorporated herewith as Exhibit 99.2) to the Board of Directors of the Issuer (the "Board") related to the proposed acquisition of all of the Ordinary Shares not beneficially owned by the Original Consortium for US\$3.80 in cash per ADS, or US\$3.80 in cash per Ordinary Share (the "Proposed Transaction").

On July 15, 2019, the Original Consortium entered into a consortium agreement (the "Consortium Agreement", incorporated herewith as Exhibit 99.3), pursuant to which members of the Original Consortium agreed to cooperate in connection with the Proposed Transaction as contemplated by the Proposal. The Consortium Agreement provides, among other things, for coordination in the evaluation of the Issuer, arranging financing, engaging advisors, and negotiation of the terms of definitive documentation in connection with the Proposed Transaction. The Consortium Agreement also requires that, for a period beginning on the signing date of the Consortium Agreement and ending on the earlier of (i) the 9-month anniversary of such date, and (ii) the termination of the Consortium Agreement pursuant to the terms thereof, members of the Consortium (as defined below) work exclusively with each other with respect to the Proposed Transaction.

On November 15, 2019, Shenzhen Qianhai Banyan Capital Investment & Management Co., Ltd ("Banyan") executed and delivered an adherence agreement to the Consortium Agreement (incorporated herewith as Exhibit 99.4), pursuant to which Banyan became a party to the Consortium Agreement. Banyan and the Original Consortium, collectively, is referred to in this Statement as the "Consortium."

The Proposed Transaction is subject to a number of conditions, including, among other things, the negotiation and execution of definitive agreements and other related agreements mutually acceptable in form and substance to the Issuer and the Consortium. Neither the Issuer nor any member of the Consortium is obligated to complete the Proposed Transaction, and a binding commitment with respect to the Proposed Transaction will result only from the execution of definitive documents, and then will be on the terms provided in such documentation.

If the Proposed Transaction is completed, the Issuer's ADSs would become eligible for termination of registration pursuant to Section 12(g)(4) of the Act and would be delisted from the Nasdaq Global Select Market.

References to each of the Consortium Agreement and the Proposal in this Statement are qualified in their entirety by reference to the Consortium Agreement or the Proposal, which are attached hereto as exhibits or incorporated herein by reference as if set forth in their entirety herein.

Except as indicated above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a) The responses of each Reporting Person set forth in Rows 11 through 13 of the cover pages hereto are hereby incorporated by reference in this Item 5. The percentage of the class of securities identified pursuant to Item 1 beneficially owned by each Reporting Person is based on 34,460,747 Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) outstanding as of June 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on September 9, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.

Holders of Class A Ordinary Shares and Class B Ordinary Shares have the same rights except for voting and conversion rights. Each Class A Ordinary Share is entitled to ten votes per share, and each Class B Ordinary Share is entitled to one vote per share.

The Reporting Persons and members of the Consortium that are not Reporting Persons may be deemed to constitute a “group” for purposes of Section 13d-5(b) of the Act by virtue of their actions in respect of the Proposed Transaction described herein. As a member of a “group”, each Reporting Person may be deemed to beneficially own the Ordinary Shares beneficially owned by the members of the “group” as a whole. Therefore, each Reporting Person may be deemed to beneficially own an aggregate of 10,729,166 outstanding Ordinary Shares, which represent approximately 31.1% of the total outstanding Ordinary Shares and approximately 68.5% of the voting power of the total outstanding Ordinary Shares.

Except as otherwise stated herein, each Reporting Person expressly disclaims any beneficial ownership of the Ordinary Shares held by each other Reporting Person or by any member of the Consortium that is not a Reporting Person.

(b) The number of Ordinary Shares as to which each of the Reporting Persons has sole or shared power to vote, direct the vote, dispose or direct the disposition are as set forth in rows seven through ten of the cover pages hereof. The information set forth in Item 2 is hereby incorporated by reference into this Item 5(b).

(c) Except as set forth in this Statement and to the best knowledge of each of the Reporting Persons, no Reporting Person has effected any transaction in the Ordinary Shares in the 60 days preceding the date hereof.

(d) To the best knowledge of each of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by any of the Reporting Person.

(e) Not applicable.

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

The descriptions of the principal terms of the Consortium Agreement and the Proposal under Item 4 are incorporated herein by reference in their entirety.

To the best knowledge of the Reporting Persons, except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, between the persons enumerated in Item 2, and any other person, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities other than standard default and similar provisions contained in loan agreements.

Item 7. Material to be Filed as Exhibits

Exhibit 99.1(1) – Joint Filing Agreement by and among the Reporting Persons, dated July 25, 2019.

Exhibit 99.2(1) – Proposal to the board of directors of the Issuer from the Consortium Members (as defined therein), dated July 15, 2019.

Exhibit 99.3(1) – Consortium Agreement by and among the Management Parties (as defined therein) and the Initial Sponsors (as defined therein), dated July 15, 2019.

Exhibit 99.4 – Adherence Agreement to the Consortium Agreement executed and delivered by Banyan, dated November 15, 2019.

Exhibit 99.5 – Joint Filing Agreement by and among the Reporting Persons, dated November 15, 2019.

(1) Filed previously.

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: November 15, 2019

Guosheng Qi

/s/ Guosheng Qi

Generation Gospel Limited

By: /s/ Guosheng Qi
Name: Guosheng Qi
Title: Authorized Signatory

Fairy Spirit Limited

By: /s/ Guosheng Qi
Name: Guosheng Qi
Title: Authorized Signatory

Guofa Yu

/s/ Guofa Yu

Garden Enterprises Ltd.

By: /s/ Guofa Yu
Name: Guofa Yu
Title: Authorized Signatory

[Signature Page to Schedule 13D]

ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is made as of November 15, 2019 (the "Agreement"), by (i) Shenzhen Qianhai Banyan Capital Investment & Management Co., Ltd (the "Additional Sponsor"), (ii) Guosheng Qi (the "Chairman"), (iii) Generation Gospel Limited, a British Virgin Islands business company wholly-owned by the Chairman (together with the Chairman, the "Chairman Parties"), (iv) Guofa Yu, (v) Garden Enterprises Ltd., a British Virgin Islands business company wholly-owned by Guofa Yu, (vi) Fairy Spirit Limited, a British Virgin Islands business company controlled by the Chairman (together with Guofa Yu, Garden Enterprises Ltd. and the Chairman Parties, the "Management Parties"), and (vii) Beta Dynamic Limited, a British Virgin Islands business company (the "Initial Sponsor").

WHEREAS, on July 15, 2019, the Management Parties and the Initial Sponsor (together, the "Existing Members") entered into a consortium agreement (the "Consortium Agreement") and propose to undertake an acquisition transaction (the "Transaction") with respect to Gridsum Holding Inc., an exempted company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the "Target"), pursuant to which the Target would be delisted from NASDAQ Global Select Market and deregistered under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act");

WHEREAS, Additional Sponsor(s) may be admitted to the Consortium in the sole discretion of the Chairman pursuant to Section 1.3(e) of the Consortium Agreement; provided that any Additional Sponsor admitted to the Consortium shall execute an adherence agreement to the Consortium Agreement in form and substance to be agreed by the parties to the Consortium Agreement;

WHEREAS, the Additional Sponsor now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a party thereto; and

WHEREAS, the Chairman now wishes to admit the Additional Sponsor in the Consortium on behalf of the Consortium.

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

1. DEFINITIONS AND CONSTRUCTION

- 1.1 Definitions. Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.
- 1.2 Construction. This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

2. UNDERTAKINGS

- 2.1 Assumption of Obligations. The Additional Sponsor undertakes to each Party to the Consortium Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of an Additional Sponsor, a Sponsor, or a Party (as applicable) as if it had been an Additional Sponsor, a Sponsor, or a Party (as applicable) to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to an "Additional Sponsor", a "Sponsor" or a "Party" it shall be deemed to include a reference to the Additional Sponsor and with effect from the date hereof, all the rights of an Additional Sponsor, a Sponsor or a Party provided under the Consortium Agreement will be accorded to the Additional Sponsor as if the Additional Sponsor had been an Additional Sponsor, a Sponsor or a Party (as applicable) under the Consortium Agreement at the date of execution thereof.

3. **REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties. The Additional Sponsor hereby represents and warrants, on behalf of itself only, to the other Parties that:

- (a) it has the requisite power and authority to execute, deliver and perform this Agreement;
- (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of the Additional Sponsor and no additional proceedings are necessary to approve this Agreement;
- (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of the Additional Sponsor enforceable against it in accordance with the terms hereof;
- (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which the Additional Sponsor is a party or by which the Additional Sponsor is bound, or any office the Additional Sponsor holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to the Additional Sponsor or any of its properties and assets, or (iii) result in the creation of, or impose any obligation on the Additional Sponsor to create, any lien, charge or other encumbrance of any nature whatsoever upon the Additional Sponsor's properties or assets;
- (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of the Additional Sponsor; and
- (f) as of the date of this Agreement, (i) the Additional Sponsor holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), and (B) the other Securities of the Target set forth under the heading "Other Securities" next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the Additional Sponsor has the sole right to control the voting and disposition of the Target Ordinary Shares (if any) and any other Securities (if any) held by the Additional Sponsor; and (iii) the Additional Sponsor does not own, directly or indirectly, any Target Ordinary Shares or other Securities other than as set forth on Schedule A hereto.

For purposes of this Section 3.1, "owns" means the relevant Party (x) is the record holder of such security or (y) is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such security.

3.2 Reliance. The Additional Sponsor acknowledges that the Existing Members have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Section 3.1 given by the Additional Sponsor and have been induced by them to enter into this Agreement.

4. **NOTICES**

- 4.1 Any notice, request, instruction or other document to be provided hereunder by any party hereto to another party hereto shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile, overnight courier or electronic mail, to the address provided under such other party's signature page hereto, or to such other address or facsimile number or electronic mail address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

5. **MISCELLANEOUS**

- 5.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.
- 5.2 Dispute Resolution. Section 9.9 of the Consortium Agreement shall apply *mutatis mutandis* to this Agreement.
- 5.3 Specific Performance. Each party hereto acknowledges and agrees that the other parties hereto would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each party hereto shall be entitled to bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**SHENZHEN QIANHAI BANYAN CAPITAL
INVESTMENT & MANAGEMENT CO., LTD**

By: /s/ Chuanyan Cai

Name: Chuanyan Cai

Title: Authorized Signatory

Notice shall be provided to:

Attention: Chuanyan Cai

Address: c/o Building A No.201 Qianwan One Street
Haishen Dist. Qianhai Shenzhen
People's Republic of China

[Adherence Agreement Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

Guosheng Qi

/s/ Guosheng Qi

Generation Gospel Limited

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Authorized Signatory

Notice shall be provided to:

Attention: Guosheng Qi

Address: c/o South Wing, High Technology Building

No. 229 North 4th Ring Road

Haidian District, Beijing 100083

People's Republic of China

[Adherence Agreement Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

Guofa Yu

/s/ Guofa Yu

Garden Enterprises Ltd.

By: /s/ Guofa Yu

Name: Guofa Yu

Title: Authorized Signatory

Notice shall be provided to:

Attention: Guofa Yu

Address: c/o South Wing, High Technology Building
No. 229 North 4th Ring Road,
Haidian District, Beijing 100083
People's Republic of China

[Adherence Agreement Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

Fairy Spirit Limited

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Authorized Signatory

Notice shall be provided to:

Attention: Guosheng Qi

Address: c/o South Wing, High Technology Building,
No. 229 North 4th Ring Road
Haidian District, Beijing 100083
People's Republic of China

[Adherence Agreement Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

Beta Dynamic Limited

By: /s/ CHEUNG Siu Fai

Name: CHEUNG Siu Fai

Title: Authorized Signatory

Notice shall be provided to:

Attention:

Address: c/o 3607-09, 36/F ICBC Tower
3 Garden Road, Central
Hong Kong

[Adherence Agreement Signature Page]

Schedule A

<u>Party</u>	<u>Shares Held of Record</u>		
	<u>Ordinary Shares (including options to purchase Ordinary Shares)</u>	<u>ADSs</u>	<u>Other Securities</u>
Shenzhen Qianhai Banyan Capital Investment & Management Co., Ltd	0	0	0

[Schedule A to Adherence Agreement]

Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing of a Statement on Schedule 13D (including amendments thereto) with respect to the Class B Ordinary Shares of Gridsum Holding Inc. and further agree that this Joint Filing Agreement be included as an Exhibit thereto. In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement this 15th day of November, 2019.

Guosheng Qi

/s/ Guosheng Qi

Generation Gospel Limited

By: /s/ Guosheng Qi
Name: Guosheng Qi
Title: Authorized Signatory

Fairy Spirit Limited

By: /s/ Guosheng Qi
Name: Guosheng Qi
Title: Authorized Signatory

Guofa Yu

/s/ Guofa Yu

Garden Enterprises Ltd.

By: /s/ Guofa Yu
Name: Guofa Yu
Title: Authorized Signatory

[Signature Page to Joint Filing Agreement]