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

SCHEDULE 13D

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

Gridsum Holding Inc.
(Name of Issuer)

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

398132100**
(CUSIP Number)

**Mininglamp Technology Group Limited
Leading Smart Holdings Limited
10th Floor, Tower B, T3 Building, Wangjing SOHO,
No.1 of Futong East Street, Chaoyang District, Beijing, 100102
People's Republic of China
+86 (10) 6430 3698**

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

June 2, 2020
(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 Rule 13d-7 for other parties to whom copies are to be sent.

* This statement on Schedule 13D constitutes an initial Schedule 13D filing on behalf of each of Mininglamp Technology Group Limited and Leading Smart Holdings Limited, with respect to Class B ordinary shares, par value of US\$0.001 per share ("Class B Ordinary Shares"), of Gridsum Holding Inc., a Cayman Islands company ("Issuer"). In addition to Class B Ordinary Shares, the Issuer is authorized to issue and has issued Class A ordinary shares, par value of \$0.001 per share ("Class A Ordinary Shares", together with Class B Ordinary Shares, the "Ordinary Shares").

** The CUSIP number of 398132100 applies to the American depositary shares of the Issuer ("ADSs"). Each ADS represents one Class B Ordinary Share of the Issuer.

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 Mininglamp Technology Group Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) WC, 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 Hong Kong		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,559,847 ⁽¹⁾	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 1,559,847 ⁽¹⁾	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,559,847 ⁽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) 5.2% of Class B Ordinary Shares ⁽²⁾		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(1) Representing 1,559,847 Class B Ordinary Shares directly owned by Mininglamp Technology Group Limited.

(2) Based on 30,076,443 Class B Ordinary Shares outstanding as of March 31, 2020, as set forth in the Issuer's Annual Report on Form 20-F for the year ended December 31, 2019, which was filed with the Securities and Exchange Commission on June 2, 2020 (the "Annual Report").

1	NAMES OF REPORTING PERSONS Leading Smart Holdings Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,559,847 ⁽¹⁾
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,559,847 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,559,847 ⁽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) 5.2% of Class B Ordinary Shares ⁽²⁾	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Representing 1,559,847 Class B Ordinary Shares directly owned by Mininglamp Technology Group Limited. Mininglamp Technology Group Limited is a wholly-owned subsidiary of Leading Smart Holdings Limited.

(2) Based on 30,076,443 Class B Ordinary Shares outstanding as of March 31, 2020, as set forth in the Annual Report.

Item 1. Security and Issuer.

This Schedule 13D relates to Class B Ordinary Shares of the Issuer. The Ordinary Shares of the Issuer consist of Class A Ordinary Shares and Class B Ordinary Shares, par value US\$0.001 per share. 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.

The ADSs, each representing one Class B Ordinary Share, of the Issuer are listed on the Nasdaq Stock Market under the symbol "GSUM."

The principal executive offices of the Issuer are located at South Wing, High Technology Building, No. 229 North 4th Ring Road, Haidian District, Beijing 100083, People's Republic of China (the "PRC").

Item 2. Identity and Background.

Mininglamp Technology Group Limited and Leading Smart Holdings Limited are collectively referred to herein as "Reporting Persons," and each, a "Reporting Person." This Schedule 13D is being filed jointly by the Reporting Persons pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Act. The agreement among the Reporting Persons relating to the joint filing is attached hereto as Exhibit 99.1. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

(a) – (c); (f) Mininglamp Technology Group Limited is an investment holding vehicle incorporated in Hong Kong and a wholly-owned subsidiary of Leading Smart Holdings Limited. Leading Smart Holdings Limited is a company organized and existing under the laws of the Cayman Islands that primarily engages in the business of providing one-stop enterprise-level platform for artificial intelligence products and services, and offering artificial intelligence applications with analytical decision-making ability through the bridging of perceptual and cognitive intelligence and utilizing multi-modal AI and big data technology. The business address of Mininglamp Technology Group Limited and Leading Smart Holdings Limited is 10th Floor, Tower B, T3 Building, Wangjing SOHO, No.1 of Futong East Street, Chaoyang District, Beijing, 100102, the PRC.

The name, business address, present principal occupation and citizenship of each of the executive officers and directors of Mininglamp Technology Group Limited and Leading Smart Holdings Limited (collectively, the "Related Persons") are set forth on Schedule A hereto and are incorporated herein by reference.

(d) – (e) During the last five years, none of the Reporting Persons and, to the best knowledge of the Reporting Persons, none of the Related Persons, has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

On May 25, 2020, Mininglamp Technology Group Limited entered into a securities purchase agreement (the "SPA") with Yao Wei, pursuant to which Yao Wei agreed to sell to Mininglamp Technology Group Limited and Mininglamp Technology Group Limited agreed to buy from Yao Wei, 1,363,500 ADSs (representing 1,363,500 Class B Ordinary Shares) at an aggregate purchase price of US\$ 1,022,625 (the "Purchased Shares"). The transactions contemplated by the SPA closed on May 29, 2020. Mininglamp Technology Group Limited used the working capital of Leading Smart Holdings Limited to acquire the Purchased Shares. The copy of the SPA is attached hereto as Exhibit 99.2. The description of the SPA contained herein is qualified in its entirety by reference to Exhibit 99.2, which are incorporated herein by reference.

In addition to the purchase of the Purchased Shares, since May 29, 2020, Mininglamp Technology Group Limited purchased an aggregate amount of 196,347 ADSs (representing 196,347 Class B Ordinary Shares) of the Issuer, in the open market with a weighted average trading price of US\$ 0.84 per ADS. Mininglamp Technology Group Limited used the working capital of Leading Smart Holdings Limited to acquire such ADSs.

Item 4. Purpose of Transaction.

The information set forth in Item 3 is hereby incorporated by reference in this Item 4.

The Reporting Persons acquired the securities described in this Schedule 13D for strategic investment purposes. The Reporting Persons expect to evaluate the Issuer and review their holdings in the Issuer on a continuing basis. Depending upon various factors, including, but not limited to, the Reporting Persons' and the Issuer's business, prospects and financial condition and other developments concerning the Reporting Persons and the Issuer, market conditions and other factors that the Reporting Persons may deem relevant to their investment decision,

each Reporting Person may take such actions in the future as it deems appropriate in light of the circumstances and conditions existing from time to time, including: increasing its stake in the Issuer through open market purchases, privately negotiated transactions or otherwise; seeking to acquire or influence control of the Issuer, the means of which may include board representation; effecting extraordinary corporate transactions in the Issue, such as merger, reorganization or take-private transaction that could result in the de-listing or de-registration of Class B Ordinary Shares; selling all or a portion of the Securities that they now own or hereafter may acquire on the open market or in private transactions; or taking any other action(s) described in clauses (a) through (j) of Item 4 of Schedule 13D.

Except as set forth in this Schedule 13D, neither the Reporting Persons, nor to the best knowledge of the Reporting Persons, any Related Person, has any present plans or proposal which relate to, or would result in, any of the matters described in clauses (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons reserve the right to, at any time and from time to time, review or reconsider their position and/or change their purpose and/or, either separately or together with other persons, formulate plans or proposals with respect to those items in the future depending upon then existing factors.

Item 5. Interest in Securities of the Issuer.

(a) – (b)

The responses of each Reporting Person to Rows (7) through (13), including the footnotes thereto, of the cover pages of this Schedule 13D are hereby incorporated by reference in this Item 5. The information set forth in Item 2 and Item 6 of this Schedule 13D is hereby incorporated by reference.

<u>Reporting Person</u>	<u>Amount beneficially owned:</u>	<u>Percent of class:</u>	<u>Sole power to vote or direct the vote:</u>	<u>Shared power to vote or to direct the vote:</u>	<u>Sole power to dispose or to direct the disposition of:</u>	<u>Shared power to dispose or to direct the disposition of:</u>
Mininglamp Technology Group Limited	1,559,847	5.2%(1)	1,559,847	0	1,559,847	0
Leading Smart Holdings Limited	1,559,847	5.2%(1)	1,559,847	0	1,559,847	0

(1) Percentage calculated based on 30,076,443 Class B Ordinary Shares outstanding as of March 31, 2020, as set forth in the Annual Report.

Leading Smart Holdings Limited is the sole shareholder of Mininglamp Technology Group Limited. Pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder, Leading Smart Holdings Limited may be deemed to beneficially own all of Class B Ordinary Shares of the Issuer held by Mininglamp Technology Group Limited.

Except as disclosed in this Schedule 13D, none of the Reporting Persons and, to the best knowledge of the Reporting Persons, none of the Related Persons, beneficially owns any Class B Ordinary Shares of the Issuer or has the right to acquire any Class B Ordinary Shares of the Issuer.

Except as disclosed in this Schedule 13D, none of the Reporting Persons and, to the best knowledge of the Reporting Persons, none of the Related Persons, presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Class B Ordinary Shares of the Issuer that they may be deemed to beneficially own.

(c) On May 29, 2020, Mininglamp Technology Group Limited purchased 1,363,500 ADSs (representing 1,363,500 Class B Ordinary Shares) from Yao Wei pursuant to the SPA at a purchase price per share of US\$ 0.75.

In addition, Mininglamp Technology Group Limited has effected the following open market purchases of Class B Ordinary Shares in the form of ADSs in the past 60 days:

<u>Date of Transaction</u>	<u>Type of Transaction</u>	<u>Quantity</u>	<u>Weighted Average Price Per Share (US\$)</u>
May 29, 2020	Purchase	42,010	0.81
June 1, 2020	Purchase	70,800	0.84
June 2, 2020	Purchase	83,537	0.85

Except as disclosed in this Schedule 13D, none of the Reporting Persons and, to the best knowledge of the Reporting Persons, none of the Related Persons, has effected any transaction in Class B Ordinary Shares during the past 60 days.

(d) Except as disclosed in this Schedule 13D, to the best knowledge 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, Class B Ordinary Shares beneficially owned by any of the Reporting Persons.

(e) Not applicable.

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

The disclosure set forth in Item 3 of this Schedule 13D is incorporated by reference. A copy of SPA is attached as Exhibit 99.2 to this Schedule 13D and incorporated herein by reference.

Except as disclosed in this Schedule 13D, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
99.1	Joint Filing Agreement dated June 9, 2020 by and among the Reporting Persons.
99.2	Securities Purchase Agreement, dated May 25, 2020, by and between Mininglamp Technology Group Limited and Yao Wei.

SIGNATURE

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

Dated: June 9, 2020

Mininglamp Technology Group Limited

By: /s/ Minghui Wu

Name: Minghui Wu

Title: Director

Leading Smart Holdings Limited

By: /s/ Minghui Wu

Name: Minghui Wu

Title: Chairman of the Board of Directors and Chief
Executive Officer

SCHEDULE A
EXECUTIVE OFFICERS AND DIRECTORS

Executive Officers and Directors of Mininglamp Technology Group Limited

The names of the directors and the names and titles of the executive officers of Mininglamp Technology Group Limited and their principal occupations are set forth below. The business address of each of the directors or executive officers is c/o 10th Floor, Tower B, T3 Building, Wangjing SOHO, No.1 of Futong East Street, Chaoyang District, Beijing, 100102, the PRC. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to Mininglamp Technology Group Limited.

<u>Name</u>	<u>Present Principal Occupation</u>	<u>Citizenship</u>
Directors:		
Minghui Wu	Director	People's Republic of China

Executive Officers:

N/A

Executive Officers and Directors of Leading Smart Holdings Limited

The names of the directors and the names and titles of the executive officers of Leading Smart Holdings Limited and their principal occupations are set forth below. The business address of each of the directors or executive officers is c/o 10th Floor, Tower B, T3 Building, Wangjing SOHO, No.1 of Futong East Street, Chaoyang District, Beijing, 100102, the PRC. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to Leading Smart Holdings Limited.

<u>Name</u>	<u>Present Principal Occupation</u>	<u>Citizenship</u>
Directors:		
Minghui Wu	Chairman of the Board of Directors	People's Republic of China
Nong Zheng	Director	People's Republic of China
Ping Jiang	Director	People's Republic of China
Bin Dong	Director	People's Republic of China
Zhao Yan	Director	People's Republic of China
Leiwen Yao	Director	People's Republic of China
Xiaohu Zhu	Director	Canada
Xiaoqiu Jin	Director	People's Republic of China
Jia Zhai	Director	People's Republic of China
Yanshu Zou	Director	People's Republic of China
Qi Yu	Director	People's Republic of China
Eugene Chehchun Huang	Director	People's Republic of China (Hong Kong SAR)
Zixuan Liu	Director	People's Republic of China

Executive Officers:

Minghui Wu	Chief Executive Officer	People's Republic of China
Ping Jiang	Chief Financial Officer	People's Republic of China

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to Class B ordinary shares, par value of US\$0.001 per share, of Gridsum Holding Inc., a Cayman Islands company.

It is understood and agreed that each of the parties hereto is responsible for the timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein, but such party is not responsible for the completeness and accuracy of information concerning the other parties making the filing unless such party knows or has reason to believe that such information is inaccurate. It is understood and agreed that a copy of this agreement shall be attached as an exhibit to the statement on Schedule 13D, and any amendments thereto, filed on behalf of the parties hereto.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of June 9, 2020.

Mininglamp Technology Group Limited

By: /s/Minghui Wu

Name: Minghui Wu

Title: Director

Leading Smart Holdings Limited

By: /s/Minghui Wu

Name: Minghui Wu

Title: Chairman of the Board of Directors and Chief
Executive Officer

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of May 25, 2020, is entered into by and among (i) Yao Wei (姚伟), a Chinese individual with the ID No. ***** (the "Seller"), and (ii) Mininglamp Technology Group Limited, a company organized under the laws of HongKong (the "Purchaser"). The Seller and the Purchaser are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Gridsum Holding Inc. (the "Company") is a company incorporated in the Cayman Islands with limited liability whose American Depositary Shares ("ADSs"), are listed on the Nasdaq Stock Market under the symbol "GSUM";

WHEREAS, the Seller legally and directly owns 1,363,500 ADSs ("Subject Securities");

WHEREAS, on the terms and subject to the conditions set forth herein, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Subject Securities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I**Sale and Purchase of Securities**

Section 1.1 Sale and Purchase of Securities. Upon the terms and subject to the conditions set forth herein, at the Closing, the Seller shall sell and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, all of the Seller's right, title and interest to the Subject Securities, free and clear of all Liens at an aggregate purchase price of US\$ 1,022,625 ("Purchase Price") by the Purchaser to the Seller.

Section 1.2 Closing Date. The sale and purchase of all Subject Securities as contemplated by this Agreement (the "Closing") shall take place remotely via exchange of documents and signature on a date to be determined by both Parties in writing and shall be within fifteen Business Days after the date of this Agreement, or at such other time, date and location as both Parties hereto agree in writing. The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date".

Section 1.3 Closing Deliveries by the Seller. At the Closing, the Seller shall take all actions and do all things necessary or advisable (including executing and delivering all necessary documents and instruments) to cause the depository of the Company and/or The Depository Trust Company to register the transfer of the Subject Securities and deliver the Subject Securities to the securities account of the Purchaser, which shall be notified to the Seller by the Purchaser at least five Business Days prior to the Closing Date.

ARTICLE II

Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article II.

Section 2.1 Organization and Good Standing. The Seller is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 2.2 Title to the Subject Securities. The Seller is the record owner of the Subject Securities as of the date hereof and as of the Closing Date, free and clear of any and all Liens. The Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Subject Securities, and other than this Agreement to which it is a party, there are no outstanding agreements or understandings to which the Seller is a party involving the purchase, sale or other acquisition or disposition of the Subject Securities or any interest therein. Upon consummation of the Closing as provided in Article I, the Purchaser will have good and valid title to the Subject Securities, free and clear of all Liens and restrictions on Transfer (except for restrictions on Transfer under applicable securities Laws) and the Subject Securities shall be fully paid and non-assessable with the Purchaser being entitled to all rights accorded to a holder of the Subject Securities. The sale of the Subject Securities pursuant to this Agreement is not subject to preemptive or other similar rights.

ARTICLE III

Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Seller, as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article III.

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

Section 3.2 Authorization. The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and, when executed and delivered by the Purchaser, assuming due authorization, execution and delivery by the Seller, constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

ARTICLE IV

Condition to the Closing

Section 4.1 Conditions to Obligations of The Purchaser. The obligations of the Purchaser to purchase and pay for the Subject Securities as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(a) The representations and warranties of the Seller contained in Article II of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Seller shall have performed and complied with all, and not be in breach or default in any material respects under any agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

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

Section 4.2 Conditions to Obligations of the Seller. With respect to the Purchaser, the obligation of the Seller to sell and transfer the Subject Securities as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Seller in its sole discretion:

(a) The representations and warranties of the Purchaser contained in Article III of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Purchaser shall have performed and complied with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

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

ARTICLE V

Covenants and Additional Agreements

Section 5.1 Further Assurances. Each Party shall take all actions necessary or advisable and do all things (including to execute and deliver documents and other papers) necessary or advisable to consummate the transactions contemplated by this Agreement.

Section 5.2 Confidentiality and Publicity.

(a) Each Party agrees to, and shall cause its agents, representatives, Affiliates, employees, officers and directors to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) all confidential information with respect to the other Parties, or relating to the transactions contemplated hereby, other than to their respective Affiliates, and their Affiliates' agents, professional advisors, representatives, employees, existing and potential financing sources and investors, officers and directors who need to know such confidential information, (ii) in the event that any Party or any agent, professional advisor, representative, Affiliate, employee, financing source, investor, officer or director of such Party becomes legally compelled to disclose any such information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any filing on or in connection with a Schedule 13D or Schedule 13G, as the case may be, or any amendments thereto and including any rule or regulation of any national securities exchange), provide the relevant Party with prompt written notice of such requirement so that the relevant Party may, at its sole cost and expense, seek a protective order or other remedy or waive compliance with this Section 6.2(a), and (iii) in the event that such protective order or other remedy is not obtained, or the relevant Party waives compliance with this Section 6.2(a), furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable endeavors to obtain assurances that confidential treatment will be accorded such information; provided, however, that this Section 5.2(a) shall not apply to any information that, at the time of disclosure, is in the public domain and was not disclosed in breach of this Agreement by such Party or any of its agents, representatives, Affiliates, employees, officers or directors.

(b) No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Purchaser (in the case of a proposed release or announcement by the Seller) or of the Seller (in the case of a proposed release or announcement by the Purchaser), unless otherwise required by Law or Government Authority.

ARTICLE VI

Indemnification

Section 6.1 Survival of Representations, Warranties and Covenants. The representations and warranties set forth under Article II and Article III shall survive the Closing indefinitely provided that no dispute, controversy or claim shall be brought by one Party against the other Party based on the breach of Article II or Article III, as the case maybe, happened after the Closing. The covenants and other agreements of each Party contained in this Agreement shall survive the Closing until fully discharged in accordance with their terms, except for those covenants and agreements which shall be complied with or discharged prior to the Closing in accordance with the terms of this Agreement. Neither the period of survival nor the liability of any Party with respect to their respective representations, warranties, covenants and agreements shall be reduced by any investigation made at any time by or any other Party.

ARTICLE VII

Miscellaneous

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

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

Section 7.3 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a "Dispute") shall be finally settled by arbitration. The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules"). The number of arbitrators shall be three (3). One arbitrator shall be appointed by the Seller, and one arbitrator shall be appointed by the Purchaser. The third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the arbitrators appointed by the first two Parties. The language to be used in the arbitration proceedings shall be English. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties. Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets.

Section 7.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement among the Parties with respect to the subject matter hereof and thereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Purchaser and the Seller. Each Party's rights and remedies under this Agreement are not waived, lost, impaired or limited by any (a) failure to exercise them, (b) delay in exercising them, (c) exercise of them (once or in part only) or (d) exercise of other rights and remedies.

Section 8.5 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, each Party shall be entitled to specific performance of the terms hereof.

Section 8.6 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect.

Section 8.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[remainder of page intentionally left blank]

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

Seller:

By /s/Yao Wei
Name: Yao Wei (姚伟)

Purchaser: Mininglamp Technology Group Limited

By /s/Minghui Wu
Name: Minghui Wu
Capacity: Director