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

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**FORM 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2015

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

COMMISSION FILE NUMBER 0-30961

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**Sohu.com Inc.**

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

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**Delaware**  
(STATE OR OTHER JURISDICTION OF  
INCORPORATION OR ORGANIZATION)

**98-0204667**  
(I.R.S. EMPLOYER  
IDENTIFICATION NUMBER)

**Level 18, SOHU.com Media Plaza  
Block 3, No. 2 Kexueyuan South Road, Haidian District  
Beijing 100190  
People's Republic of China**

**(011) 8610-6272-6666**  
(Address, including zip code, of registrant's principal executive offices  
and registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Outstanding at June 30, 2015
Common stock, \$.001 par value	38,624,916

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**PART I – FINANCIAL INFORMATION****ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**SOHU.COM INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)**  
**(In thousands, except par value)**

	As of	
	December 31, 2014	June 30, 2015
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 876,340	\$ 1,001,979
Restricted time deposits	282,186	250,866
Short-term investments	191,577	197,086
Accounts receivable, net	230,401	266,478
Prepaid and other current assets	116,704	129,700
Held-for-sale assets	0	151,545
Total current assets	<u>1,697,208</u>	<u>1,997,654</u>
Fixed assets, net	540,778	540,977
Goodwill	303,426	193,830
Long-term investments, net	24,067	49,057
Intangible assets, net	110,691	88,784
Restricted time deposits	144,562	144,681
Prepaid non-current assets	8,933	10,255
Other assets	37,344	35,220
Total assets	<u>\$ 2,867,009</u>	<u>\$ 3,060,458</u>
<b>LIABILITIES</b>		
Current liabilities:		
Accounts payable (including accounts payable of consolidated variable interest entities (“VIEs”) without recourse to the Company of \$3,495 and \$22,636, respectively, as of December 31, 2014 and June 30, 2015)	\$ 127,758	\$ 132,742
Accrued liabilities (including accrued liabilities of consolidated VIEs without recourse to the Company of \$78,051 and \$68,083, respectively, as of December 31, 2014 and June 30, 2015)	239,231	294,517
Receipts in advance and deferred revenue (including receipts in advance and deferred revenue of consolidated VIEs without recourse to the Company of \$53,641 and \$54,813, respectively, as of December 31, 2014 and June 30, 2015)	127,740	134,063
Accrued salary and benefits (including accrued salary and benefits of consolidated VIEs without recourse to the Company of \$6,300 and \$10,341, respectively, as of December 31, 2014 and June 30, 2015)	108,741	86,512
Taxes payable (including taxes payable of consolidated VIEs without recourse to the Company of \$10,767 and \$6,235, respectively, as of December 31, 2014 and June 30, 2015)	33,380	31,725
Deferred tax liabilities (including deferred tax liabilities of consolidated VIEs without recourse to the Company of \$1,669 and \$1,615, respectively, as of December 31, 2014 and June 30, 2015)	22,356	24,229

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Short-term bank loans (including short-term bank loans of consolidated VIEs without recourse to the Company of nil as of both December 31, 2014 and June 30, 2015)	25,500	25,500
Other short-term liabilities (including other short-term liabilities of consolidated VIEs without recourse to the Company of \$30,893 and \$141,569, respectively, as of December 31, 2014 and June 30, 2015)	105,644	208,023
Contingent consideration (including contingent consideration of consolidated VIEs without recourse to the Company of \$3,935 and 2,045, respectively, as of December 31, 2014 and June 30, 2015)	3,935	2,045
Held-for-sale liabilities (including held-for-sale liabilities of consolidated VIEs without recourse to the Company of nil and \$7,832, respectively, as of December 31, 2014 and June 30, 2015)	0	2,779
<b>Total current liabilities</b>	<b>794,285</b>	<b>942,135</b>
Long-term accounts payable (including long-term accounts payable of consolidated VIEs without recourse to the Company of \$21,534 and \$22,079 as of December 31, 2014 and June 30, 2015)	5,143	2,601
Long-term bank loans (including long-term bank loans of consolidated VIEs without recourse to the Company of nil as of both December 31, 2014 and June 30, 2015)	344,500	344,500
Long-term taxes payable (including long-term taxes payable of consolidated VIEs without recourse to the Company of nil as of both December 31, 2014 and June 30, 2015)	24,829	24,830
Deferred tax liabilities (including deferred tax liabilities of consolidated VIEs without recourse to the Company of \$1,799 and \$607, respectively, as of December 31, 2014 and June 30, 2015)	7,417	6,115
Contingent consideration (including contingent consideration of consolidated VIEs without recourse to the Company of \$1,929 and nil, respectively, as of December 31, 2014 and June 30, 2015)	1,929	0
<b>Total long-term liabilities</b>	<b>383,818</b>	<b>378,046</b>
<b>Total liabilities</b>	<b>1,178,103</b>	<b>1,320,181</b>
<b>Commitments and contingencies</b>		
<b>SHAREHOLDERS' EQUITY</b>		
Sohu.com Inc. shareholders' equity:		
Common stock: \$0.001 par value per share (75,400 shares authorized; 38,507 shares and 38,625 shares, respectively, issued and outstanding as of December 31, 2014 and June 30, 2015)	44	45
Additional paid-in capital	650,148	668,415
Treasury stock (5,889 shares as of both December 31, 2014 and June 30, 2015)	(143,858)	(143,858)
Accumulated other comprehensive income	109,402	121,540
Retained earnings	585,925	527,606
<b>Total Sohu.com Inc. shareholders' equity</b>	<b>1,201,661</b>	<b>1,173,748</b>
Noncontrolling interest	487,245	566,529
<b>Total shareholders' equity</b>	<b>1,688,906</b>	<b>1,740,277</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$2,867,009</b>	<b>\$3,060,458</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**SOHU.COM INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (unaudited)**  
(In thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2015	2014	2015
<b>Revenues:</b>				
Online advertising:				
Brand advertising	\$ 133,408	\$ 150,849	\$ 244,511	\$ 284,670
Search and Web directory	85,064	135,206	149,373	240,332
Subtotal of online advertising revenues	218,472	286,055	393,884	525,002
Online games	153,877	172,350	317,265	357,344
Others	27,802	35,161	54,317	66,552
Total revenues	400,151	493,566	765,466	948,898
<b>Cost of revenues:</b>				
Online advertising:				
Brand advertising	82,898	99,847	147,038	204,399
Search and Web directory	40,420	58,552	72,157	108,471
Subtotal of cost of online advertising revenues	123,318	158,399	219,195	312,870
Online games	30,263	43,929	56,849	93,414
Others	16,305	18,872	32,340	37,070
Total cost of revenues	169,886	221,200	308,384	443,354
Gross profit	230,265	272,366	457,082	505,544
<b>Operating expenses:</b>				
Product development	102,218	100,771	219,940	202,962
Sales and marketing	136,606	103,977	278,960	187,105
General and administrative	53,246	49,720	88,600	94,884
Total operating expenses	292,070	254,468	587,500	484,951
Operating profit /(loss)	(61,805)	17,898	(130,418)	20,593
Other income /(loss)	694	(437)	4,444	2,717
Net interest income	8,779	6,228	17,236	12,263
Exchange difference	59	(687)	637	(870)
Income /(loss) before income tax expense	(52,273)	23,002	(108,101)	34,703
Income tax benefit /(expense)	1,740	(11,519)	1,526	(27,819)
Net income /(loss)	(50,533)	11,483	(106,575)	6,884
Less: Net income /(loss) attributable to the noncontrolling interest shareholders	(9,443)	38,682	(14,378)	65,203
Deemed dividend to noncontrolling Sogou Series A Preferred shareholders	0	0	27,747	0
Net loss attributable to Sohu.com Inc.	\$ (41,090)	\$ (27,199)	\$ (119,944)	\$ (58,319)
Net income /(loss)	(50,533)	11,483	(106,575)	6,884
Other comprehensive income /(loss)	(255)	11,616	(13,079)	12,785
Comprehensive income /(loss)	(50,788)	23,099	(119,654)	19,669
Less: Comprehensive income /(loss) attributable to noncontrolling interest shareholders	(9,485)	40,613	(18,111)	65,850

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Deemed dividend to noncontrolling Sogou Series A Preferred shareholders	<u>0</u>	<u>0</u>	<u>27,747</u>	<u>0</u>
Comprehensive loss attributable to Sohu.com Inc.	(41,303)	(17,514)	(129,290)	(46,181)
Basic net loss per share attributable to Sohu.com Inc.	<u>\$ (1.07)</u>	<u>\$ (0.70)</u>	<u>\$ (3.12)</u>	<u>\$ (1.51)</u>
Shares used in computing basic net loss per share attributable to Sohu.com Inc.	<u>38,475</u>	<u>38,587</u>	<u>38,443</u>	<u>38,556</u>
Diluted net loss per share attributable to Sohu.com Inc.	<u>\$ (1.16)</u>	<u>\$ (0.71)</u>	<u>\$ (3.18)</u>	<u>\$ (1.53)</u>
Shares used in computing diluted net loss per share attributable to Sohu.com Inc.	<u>38,475</u>	<u>38,587</u>	<u>38,443</u>	<u>38,556</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**SOHU.COM INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)**  
**(In thousands)**

	<u>Six Months Ended June 30,</u>	
	<u>2014</u>	<u>2015</u>
Cash flows from operating activities:		
Net income /(loss)	\$ (106,575)	\$ 6,884
Adjustments to reconcile net income /(loss) to net cash provided by operating activities:		
Amortization of intangible assets and purchased video content in prepaid expense	64,562	96,956
Depreciation	38,751	41,254
Share-based compensation expense	14,771	30,767
Impairment of intangible assets	412	7,082
Provision for allowance for doubtful accounts	471	1,128
Investment income from investments in debt securities	(1,370)	0
Change in fair value of put option	(2,304)	0
Change in fair value of short-term investments	0	(802)
Others	1,299	3,553
Changes in assets and liabilities, net of acquisition:		
Accounts receivable	(12,082)	(37,226)
Prepaid and other assets	(2,978)	(563)
Accounts payable	(9,168)	(953)
Accrued liabilities and other short-term liabilities	20,847	37,277
Receipts in advance and deferred revenue	(10,582)	6,448
Taxes payable	(9,337)	(647)
Deferred tax	(17,058)	9,183
Net cash provided by /(used in) operating activities	(30,341)	200,341
Cash flows from investing activities:		
Purchase of intangible and other assets	(54,363)	(73,406)
Purchase of fixed assets	(56,070)	(55,295)
Purchase of long-term investments	0	(16,657)
Deposited funds	0	(13,086)
Proceeds from /(purchase of) short-term investments, net	2,827	(5,848)
Consideration received from disposition of 7Road.com Limited (“7Road”)	0	50,610
Cash received related to restricted time deposits, net	48,764	31,422
Proceeds received from debt securities at maturity	82,009	0
Other cash proceeds related to investing activities	1,687	3,148
Net cash provided by /(used in) investing activities	24,854	(79,112)
Cash flows from financing activities:		
Loan proceeds	0	12,900
Issuance of common stock	425	2,019
Exercise of share-based awards in subsidiary	404	7
Repurchase of Changyou American depository shares (“ADSs”)	0	(1,329)
Repurchase of Sogou Series A Preferred Shares from noncontrolling shareholders	(47,285)	0
Repurchase of Sogou Class A Ordinary Shares from noncontrolling shareholders	(24,532)	0

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Repayments of loans from offshore banks	(153,193)	0
Payment of contingent consideration	(2,813)	0
Other cash proceeds related to financing activities	0	570
Net cash provided by /(used in) financing activities	(226,994)	14,167
Effect of exchange rate changes on cash and cash equivalents	(4,445)	5,114
Reclassification of cash and cash equivalents to held-for-sale assets	0	(14,871)
Net increase /(decrease) in cash and cash equivalents	(236,926)	125,639
Cash and cash equivalents at beginning of period	1,287,288	876,340
Cash and cash equivalents at end of period	<u>\$1,050,362</u>	<u>\$1,001,979</u>
Supplemental cash flow disclosures:		
Barter transactions	721	1,334
Supplemental schedule of non-cash investing activity:		
Consideration payable for acquisitions	0	5,000

The accompanying notes are an integral part of these condensed consolidated financial statements.



**SOHU.COM INC.**  
**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY (unaudited)**

**Six Months Ended June 30, 2014**  
(In thousands)

	<u>Sohu.com Inc. Shareholders' Equity</u>						<u>Noncontrolling Interest</u>
	<u>Total</u>	<u>Common Stock</u>	<u>Additional Paid-in Capital</u>	<u>Treasury Stock</u>	<u>Accumulated Other Comprehensive Income</u>	<u>Retained Earnings</u>	
Beginning balance	\$1,836,720	\$ 44	\$601,633	\$(143,858)	\$ 116,304	\$752,582	\$ 510,015
Issuance of common stock	425	0	425	0	0	0	0
Share-based compensation expense	14,753	0	11,029	0	0	0	3,724
Repurchase of Sogou Series A Preferred Shares from noncontrolling shareholders	(47,285)	0	26,276	0	0	(27,747)	(45,814)
Repurchase of Sogou Class A Ordinary Shares from noncontrolling shareholders	(24,532)	0	0	0	0	0	(24,532)
Exercise of right to repurchase Sogou Series A Preferred Shares from China Web	1,584	0	1,584	0	0	0	0
Purchase of equity interests of a VIE from a third party shareholder	(809)	0	11	0	0	0	(820)
Settlement of share-based awards in subsidiary	790	0	11,227	0	0	0	(10,437)
Net loss attributable to Sohu.com Inc. and noncontrolling interest shareholders	(106,575)	0	0	0	0	(92,197)	(14,378)
Accumulated other comprehensive loss	(13,079)	0	0	0	(9,346)	0	(3,733)
Ending balance	<u>\$1,661,992</u>	<u>\$ 44</u>	<u>\$652,185</u>	<u>\$(143,858)</u>	<u>\$ 106,958</u>	<u>\$632,638</u>	<u>\$ 414,025</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**SOHU.COM INC.**  
**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY (unaudited)**

**Six Months Ended June 30, 2015**  
(In thousands)

	<u>Sohu.com Inc. Shareholders' Equity</u>						
	<u>Total</u>	<u>Common Stock</u>	<u>Additional Paid-in Capital</u>	<u>Treasury Stock</u>	<u>Accumulated Other Comprehensive Income</u>	<u>Retained Earnings</u>	<u>Noncontrolling Interest</u>
Beginning balance	\$1,688,906	\$ 44	\$650,148	\$(143,858)	\$ 109,402	\$585,925	\$ 487,245
Issuance of common stock	2,022	1	2,021	0	0	0	0
Repurchase of Changyou ADSs	(1,329)	0	(905)	0	0	0	(424)
Share-based compensation expense	30,817	0	15,126	0	0	0	15,691
Settlement of share-based awards in subsidiary	0	0	1,567	0	0	0	(1,567)
Purchase of noncontrolling interest in RaidCall	0	0	458	0	0	0	(458)
Disposal of partial equity interest in a VIE	192	0	0	0	0	0	192
Net income attributable to Sohu.com Inc. and noncontrolling interest shareholders	6,884	0	0	0	0	(58,319)	65,203
Accumulated other comprehensive income	12,785	0	0	0	12,138	0	647
Ending balance	<u>\$1,740,277</u>	<u>\$ 45</u>	<u>\$668,415</u>	<u>\$(143,858)</u>	<u>\$ 121,540</u>	<u>\$527,606</u>	<u>\$ 566,529</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**SOHU.COM INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. The Company and Basis of Presentation**

***Nature of Operations***

Sohu.com Inc. (NASDAQ: SOHU), a Delaware corporation organized in 1996, is a leading Chinese online media, search and game service group providing comprehensive online products and services on PCs and mobile devices in the People's Republic of China (the "PRC" or "China"). Sohu.com Inc.'s businesses are conducted by Sohu.com Inc. and its subsidiaries and VIEs (collectively referred to as the "Sohu Group" or "the Group"). The Sohu Group consists of Sohu, which when referred to in this report, unless the context requires otherwise, excludes the businesses and the corresponding subsidiaries and VIEs of Sogou Inc. ("Sogou") and Changyou.com Limited ("Changyou"), Sogou and Changyou. Sogou and Changyou are indirect controlled subsidiaries of Sohu.com Inc. Sohu is a leading Chinese language online media content and services provider. Sogou is a leading online search, client software and mobile Internet product provider in China. Changyou is a leading online game developer and operator in China as measured by the popularity of its PC game TLBB and its mobile game TLBB 3D, and engages primarily in the development, operation and licensing of online games for PCs and mobile devices. Most of the Group's operations are conducted through the Group's indirect wholly-owned and majority-owned China-based subsidiaries and VIEs.

Through the operation of Sohu, Sogou and Changyou, the Sohu Group generates online advertising revenues (including brand advertising revenues and search and Web directory revenues), online games revenues and others revenues. Online advertising and online games are the Group's core businesses. For the three months ended June 30, 2015, total revenues generated by Sohu, Sogou and Changyou were approximately \$493.6 million.

***Sohu's Business***

***Brand Advertising Business***

Sohu's main business is the brand advertising business, which offers to users, over Sohu's matrices of Chinese language online media, various content, products and services across multiple Internet-enabled devices such as PCs, mobile phones and tablets. The majority of Sohu's products and services are provided through Sohu Media Portal, Sohu Video and Focus.

- **Sohu Media Portal.** Sohu Media Portal provides users comprehensive online content, including news, entertainment, sports, automobile, business and finance, through [www.sohu.com](http://www.sohu.com) for PCs, the mobile portal [m.sohu.com](http://m.sohu.com) and the mobile phone application Sohu News APP.
- **Sohu Video.** Sohu Video is a leading online video service provider in China through [tv.sohu.com](http://tv.sohu.com) for PCs and the mobile phone application Sohu Video APP; and
- **Focus.** Focus ([www.focus.cn](http://www.focus.cn)) is a leading online real estate information provider in China.

Revenues generated by the brand advertising business are classified as brand advertising revenues in the Sohu Group's consolidated statements of comprehensive income.

***Others Business***

Sohu also engages in the others business, which includes mobile-related services and mobile products offered in cooperation with China mobile network operators to mobile phone users and to China mobile network operators, and sub-licensing of purchased video content to third parties. Revenues generated by Sohu from the others business are classified as others revenues in the Sohu Group's consolidated statements of comprehensive income.

***Sogou's Business***

***Search and Web Directory Business***

The search and Web directory business primarily offers advertisers pay-for-click services, as well as online marketing services on Web directories operated by Sogou. Pay-for-click services enable advertisers' promotional links to be displayed on the Sogou search result pages and Sogou Website Alliance members' Websites where the links are relevant to the subject and content of such Web pages. Both pay-for-click services and online marketing services on Web directories operated by Sogou expand distribution of our advertisers' Website links and advertisements by leveraging traffic on Sogou Website Alliance members' Websites. The search and Web directory business benefits significantly from Sogou's collaboration with Tencent Holdings Limited (together with its subsidiaries, "Tencent"), which provides Sogou access to traffic generated from users of products and services provided by Tencent.

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Revenues generated by the search and Web directory business are classified as search and Web directory revenues in the Sohu Group's consolidated statements of comprehensive income.

### *Others Business*

Sogou also engages in the others business by primarily offering Internet value-added services ("IVAS") with respect to the operation of Web games and mobile games developed by third parties as well as other services and products provided to users. Revenues generated by Sogou from the others business are classified as others revenues in the Sohu Group's consolidated statements of comprehensive income.

### **Changyou's Business**

Changyou has three businesses, consisting of the online game business, the platform channel business and the others business.

#### *Online Game Business*

Changyou's online game business offers to game players PC games which are online games designed primarily for playing on PCs; mobile games, which are played on mobile devices with an Internet connection; and Web games, which are online games played over the Internet using a Web browser. Changyou's PC games and mobile games are mainly MMOGs, which are interactive online games that may be played simultaneously by hundreds of thousands of game players. All of Changyou's games are operated under the item-based revenue model, where game players play the games for free but can purchase virtual items to enhance the game-playing experience. Revenues derived from the operation of online games are classified as online game revenues in the Sohu Group's consolidated statements of comprehensive income.

Changyou's flagship PC game is its MMOG Tian Long Ba Bu ("TLBB"). For the three and six months ended June 30, 2015, revenues from TLBB were \$80.6 million and \$167.1 million, respectively, accounting for approximately 47% of Changyou's online game revenues for both periods, approximately 40% and 41%, respectively, of Changyou's total revenues and approximately 16% and 18%, respectively, of the Sohu Group's total revenues.

#### *Platform Channel Business*

Changyou also owns and operates a number of Web properties and software applications for PCs and mobile devices (collectively referred to as "platform channels"), including the 17173.com Website, one of the leading information portals for game players in China; RaidCall, which provides online music and entertainment services, primarily in Taiwan; and the Dolphin Browser, a gateway to a host of user activities on mobile devices, with the majority of its users based in Europe, Russia and Japan. Changyou's platform channels serve various needs of its users and help Changyou reach more user communities and conduct cross-promotions of its games and services. Revenues generated by 17173.com are classified as brand advertising revenues, and revenues generated by RaidCall and the Dolphin Browser are classified as others revenues, in the Group's consolidated statements of comprehensive income.

### *Others Business*

Changyou also operates a cinema advertising business, which consists of Changyou offering slots for advertisements to be shown in cinemas before the screening of movies. Revenues generated by Changyou's cinema advertising business are classified as others revenues in the Sohu Group's consolidated statements of comprehensive income.

### **Basis of Consolidation and Recognition of Noncontrolling Interest**

The consolidated financial statements include the accounts of Sohu.com Inc. and its wholly-owned and majority-owned subsidiaries and consolidated VIEs. All intercompany transactions are eliminated.

#### *VIE Consolidation*

The Sohu Group's VIEs are wholly or partially owned by certain employees of the Group as nominee shareholders. For consolidated VIEs, management made evaluations of the relationships between the Sohu Group and the VIEs and the economic benefit flow of contractual arrangements with the VIEs. In connection with such evaluation, management also took into account the fact that, as a result of such contractual arrangements, the Group controls the shareholders' voting interests in these VIEs. As a result of such evaluation, management concluded that the Sohu Group is the primary beneficiary of its consolidated VIEs. The Sohu Group has three VIEs that are not consolidated, since the Group is not the primary beneficiary.

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### *Noncontrolling Interest Recognition*

Noncontrolling interests are recognized to reflect the portion of the equity of majority-owned subsidiaries and VIEs which is not attributable, directly or indirectly, to the controlling shareholders. The primary majority-owned subsidiaries and VIEs of the Sohu Group which are consolidated in the Group's consolidated financial statements with noncontrolling interest recognized are Sogou and Changyou.

### *Basis of Presentation*

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. These financial statements should be read in conjunction with the consolidated financial statements and related footnotes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

The accompanying unaudited condensed consolidated interim financial statements reflect all normal recurring adjustments which, in the opinion of management, are necessary for a fair statement of the results for the interim periods presented. Results for the six months ended June 30, 2015 are not necessarily indicative of the results expected for the full fiscal year or for any future period.

## **2. Segment Information**

The Sohu Group's segments are business units that offer different services and are reviewed separately by the chief operating decision maker (the "CODM"), or the decision making group, in deciding how to allocate resources and in assessing performance. The Group's CODM is Sohu.com Inc.'s Chief Executive Officer. Some items, such as share-based compensation expense, operating expenses, other income and expense, and income tax benefit and expense, are not reviewed by the CODM. These items are disclosed in the segment information for reconciliation purposes only.

Commencing in the second quarter of 2015, the CODM did not consider the others segment to be significant enough to be separately reviewed. Therefore, in order to better reflect management's perspective, the Group combined the brand advertising segment and the others segment, and now identifies them together as the Sohu segment. There are now three segments in the Group, consisting of the Sohu segment, the Sogou segment, and the Changyou segment. The Group has restated the presentation of its reportable segments for prior periods to conform to the current presentation.

The following tables present summary information by segment (in thousands):

	Three Months Ended June 30, 2014				
	Sohu	Sogou	Changyou	Eliminations	Consolidated
Revenues (1)	\$135,085	\$ 90,951	\$ 177,781	\$ (3,666)	\$ 400,151
Segment cost of revenues	(85,397)	(39,988)	(43,519)	217	(168,687)
Segment gross profit	49,688	50,963	134,262	(3,449)	231,464
SBC (2) in cost of revenues	(700)	(482)	(17)	0	(1,199)
Gross profit	48,988	50,481	134,245	(3,449)	230,265
Operating expenses:					
Product development	(21,825)	(25,286)	(48,977)	1,164	(94,924)
Sales and marketing	(54,494)	(14,309)	(69,387)	3,695	(134,495)
General and administrative	(12,075)	(2,590)	(22,452)	(168)	(37,285)
SBC (2) in operating expenses	(4,770)	(20,603)	(441)	448	(25,366)
Total operating expenses	(93,164)	(62,788)	(141,257)	5,139	(292,070)
Operating loss	(44,176)	(12,307)	(7,012)	1,690	(61,805)
Other income	1,399	103	434	(1,242)	694
Net interest income	2,635	402	5,742	0	8,779
Exchange difference	(14)	(78)	151	0	59
Loss before income tax expense	(40,156)	(11,880)	(685)	448	(52,273)
Income tax (expense) /benefit	(452)	0	2,192	0	1,740
Net income /(loss)	<u>\$ (40,608)</u>	<u>\$ (11,880)</u>	<u>\$ 1,507</u>	<u>\$ 448</u>	<u>\$ (50,533)</u>

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Note (1): The elimination for segment revenues mainly consists of marketing services (banner advertisements and similar services) provided by the Sohu segment to the Changyou segment.

Note (2): "SBC" stands for share-based compensation expense.

	Three Months Ended June 30, 2015				
	Sohu	Sogou	Changyou	Eliminations	Consolidated
Revenues (1)	\$ 146,508	\$ 147,491	\$ 202,154	\$ (2,587)	\$ 493,566
Segment cost of revenues	(100,984)	(60,399)	(59,635)	424	(220,594)
Segment gross profit	45,524	87,092	142,519	(2,163)	272,972
SBC (2) in cost of revenues	(508)	(54)	(44)	0	(606)
Gross profit	45,016	87,038	142,475	(2,163)	272,366
Operating expenses:					
Product development	(23,443)	(32,561)	(39,760)	1,227	(94,537)
Sales and marketing	(51,103)	(21,596)	(32,820)	2,404	(103,115)
General and administrative	(16,586)	(4,346)	(17,782)	(168)	(38,882)
SBC (2) in operating expenses	(8,791)	(2,059)	(7,047)	(37)	(17,934)
Total operating expenses	(99,923)	(60,562)	(97,409)	3,426	(254,468)
Operating profit /(loss)	(54,907)	26,476	45,066	1,263	17,898
Other income /(expense)	(1,045)	3	1,905	(1,300)	(437)
Net interest income	663	1,468	4,097	0	6,228
Exchange difference	(244)	(283)	(160)	0	(687)
Income /(loss) before income tax expense	(55,533)	27,664	50,908	(37)	23,002
Income tax expense	(1,926)	(2,084)	(7,509)	0	(11,519)
Net income /(loss)	\$ (57,459)	\$ 25,580	\$ 43,399	\$ (37)	\$ 11,483

Note (1): The elimination for segment revenues mainly consists of marketing services provided among the Sohu, Sogou and Changyou segments.

Note (2): "SBC" stands for share-based compensation expense.

	Six Months Ended June 30, 2014				
	Sohu	Sogou	Changyou	Eliminations	Consolidated
Revenues (1)	\$ 253,069	\$ 160,923	\$ 358,534	\$ (7,060)	\$ 765,466
Segment cost of revenues	(153,500)	(71,689)	(82,663)	453	(307,399)
Segment gross profit	99,569	89,234	275,871	(6,607)	458,067
SBC (2) in cost of revenues	(344)	(513)	(128)	0	(985)
Gross profit	99,225	88,721	275,743	(6,607)	457,082
Operating expenses:					
Product development	(44,332)	(49,469)	(118,535)	2,343	(209,993)
Sales and marketing	(107,938)	(25,349)	(149,960)	7,101	(276,146)
General and administrative	(21,390)	(5,187)	(43,620)	(344)	(70,541)
SBC (2) in operating expenses	(7,515)	(23,429)	(637)	761	(30,820)
Total operating expenses	(181,175)	(103,434)	(312,752)	9,861	(587,500)
Operating loss	(81,950)	(14,713)	(37,009)	3,254	(130,418)
Other income	3,427	2,459	1,051	(2,493)	4,444
Net interest income	4,549	854	11,833	0	17,236
Exchange difference	(88)	(163)	888	0	637
Loss before income tax expense	(74,062)	(11,563)	(23,237)	761	(108,101)
Income tax benefit/(expense)	(3,349)	0	4,875	0	1,526
Net loss	\$ (77,411)	\$ (11,563)	\$ (18,362)	\$ 761	\$ (106,575)

Note (1): The elimination for segment revenues mainly consists of marketing services (banner advertisements and similar services) provided by the Sohu segment to the Changyou segment.

Note (2): "SBC" stands for share-based compensation expense.

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	Six Months Ended June 30, 2015				
	Sohu	Sogou	Changyou	Eliminations	Consolidated
Revenues (1)	\$ 277,874	\$ 263,799	\$ 410,851	\$ (3,626)	\$ 948,898
Segment cost of revenues	(206,479)	(111,366)	(125,203)	552	(442,496)
Segment gross profit	71,395	152,433	285,648	(3,074)	506,402
SBC (2) in cost of revenues	(663)	(107)	(88)	0	(858)
Gross profit	<u>70,732</u>	<u>152,326</u>	<u>285,560</u>	<u>(3,074)</u>	<u>505,544</u>
Operating expenses:					
Product development	(48,654)	(61,712)	(83,978)	2,392	(191,952)
Sales and marketing	(95,926)	(38,943)	(54,726)	3,597	(185,998)
General and administrative	(31,585)	(6,917)	(38,335)	(256)	(77,093)
SBC (2) in operating expenses	(12,143)	(6,943)	(10,907)	85	(29,908)
Total operating expenses	<u>(188,308)</u>	<u>(114,515)</u>	<u>(187,946)</u>	<u>5,818</u>	<u>(484,951)</u>
Operating profit /(loss)	<u>(117,576)</u>	<u>37,811</u>	<u>97,614</u>	<u>2,744</u>	<u>20,593</u>
Other income /(expense)	(57)	90	5,342	(2,658)	2,717
Net interest income	1,845	2,685	7,733	0	12,263
Exchange difference	(236)	(290)	(344)	0	(870)
Income /(loss) before income tax expense	<u>(116,024)</u>	<u>40,296</u>	<u>110,345</u>	<u>86</u>	<u>34,703</u>
Income tax expense	(4,551)	(3,314)	(19,954)	0	(27,819)
Net income /(loss)	<u><u>\$(120,575)</u></u>	<u><u>\$ 36,982</u></u>	<u><u>\$ 90,391</u></u>	<u><u>\$ 86</u></u>	<u><u>\$ 6,884</u></u>

Note (1): The elimination for segment revenues mainly consists of marketing services provided among the Sohu, Sogou and Changyou segments.

Note (2): "SBC" stands for share-based compensation expense.

	As of December 31, 2014				
	Sohu	Sogou	Changyou	Eliminations	Consolidated
Cash and cash equivalents	\$ 431,272	\$ 224,273	\$ 220,795	\$ 0	\$ 876,340
Accounts receivable, net	137,183	15,341	77,969	(92)	230,401
Fixed assets, net	252,255	44,686	243,837	0	540,778
Total assets (1)	<u>\$1,159,403</u>	<u>\$305,975</u>	<u>\$1,547,965</u>	<u>\$ (146,334)</u>	<u>\$2,867,009</u>

Note (1): The elimination for segment assets mainly consists of elimination of long-term investments in subsidiaries and consolidated VIEs.

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	As of June 30, 2015				
	Sohu	Sogou	Changyou	Eliminations	Consolidated
Cash and cash equivalents	\$ 354,090	\$ 293,619	\$ 354,270	\$ 0	\$ 1,001,979
Accounts receivable, net	158,864	21,918	85,789	(93)	266,478
Fixed assets, net	247,846	60,622	232,509	0	540,977
Total assets (1)	\$ 1,232,102	\$ 398,415	\$ 1,781,106	\$ (351,165)	\$ 3,060,458

Note (1): The elimination for segment assets mainly consists of elimination of intracompany loans between the Sohu segment and the Changyou segment, and elimination of long-term investments in subsidiaries and consolidated VIEs.

### 3. Share-Based Compensation Expense

Sohu (excluding Fox Video Limited), Sogou, Changyou, and Fox Video Limited (“Sohu Video”) have incentive plans, and prior to June 28, 2013 7Road.com Limited (“7Road”) had an incentive plan, for the granting of share-based awards, including common stock or ordinary shares, share options, restricted shares and restricted share units, to members of the boards of directors, management and other key employees.

#### *Sohu (excluding Sohu Video), Sogou, and Changyou Share-based Awards*

For Sohu (excluding Sohu Video) share options that Sohu granted before 2006 and Sohu restricted share units, Sogou share-based awards, and Changyou share-based awards under the Changyou 2008 Share Incentive Plan, share-based compensation expense is recognized as costs and expenses in the consolidated statements of comprehensive income based on the fair value of the related share-based awards on their grant dates.

For Tencent restricted share units that Tencent had granted to employees who transferred to Sogou with the Soso search-related businesses, share-based compensation expense is recognized in the consolidated statements of comprehensive income based on the then-current fair value at each reporting date.

For 1,068,000 Sohu stock options contractually granted on February 7, 2015, 2,400,000 Changyou share options converted from restricted share units on February 16, 2015, and 1,998,000 Changyou share options contractually granted on June 1, 2015, awards are expected to vest and become exercisable in four equal installments over a period of four years, with each installment vesting upon satisfaction of a service period requirement and certain subjective performance targets. For purposes of ASC 718-10-25, as of June 30, 2015 no grant date had occurred, because no grant date can be established until a mutual understanding is reached between the companies and the recipients clarifying the subjective performance requirements. In accordance with ASC 718-10-55, as the service inception date preceded the grant date, compensation expense was accrued beginning on the service inception date and will be re-measured on each subsequent reporting date before the grant date is established, based on the then-current fair value of the awards. The estimate of the awards’ fair value will be fixed in the period in which the grant date occurs, and cumulative compensation expense will be adjusted based on the fair value at the grant date. In determining the fair value of stock options and share options granted by Sohu and Changyou, the public market price of the underlying shares at each reporting date was used, and a binomial valuation model was applied.

#### *Sohu Video Share-based Awards*

On January 4, 2012, Sohu Video, the holding entity of Sohu’s video division, adopted a 2011 Share Incentive Plan (the “Video 2011 Share Incentive Plan”) which provides for the issuance of up to 25,000,000 ordinary shares of Sohu Video (representing approximately 10% of the outstanding Sohu Video shares on a fully-diluted basis) to management and key employees of the video division and to Sohu management. As of June 30, 2015, grants of options for the purchase of 16,368,200 ordinary shares of Sohu Video had been contractually made, of which options for the purchase of 4,972,800 ordinary shares were vested.

For purposes of ASC 718-10-25, as of June 30, 2015, no grant date had occurred, because the broader terms and conditions of the option awards had neither been finalized nor mutually agreed upon with the recipients. In accordance with ASC 718-10-55, management determined that the service inception date with respect to vested option awards for the purchase of 4,972,800 shares had preceded the grant date. Therefore, the Group began to recognize compensation expense for Sohu Video share-based awards in the second quarter of 2014 and re-measured, and will re-measure, the compensation expense on each subsequent reporting date based on the then-current fair values of the awards until the grant date is established.



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### **7Road Share-based Awards**

On July 10, 2012, 7Road adopted the 7Road 2012 Share Incentive Plan. On June 28, 2013, 7Road's Board of Directors approved the cancellation of this incentive plan. 7Road concurrently offered to a total of 42 7Road employees holding an aggregate of 2,223,750 restricted share units which had been granted under this incentive plan the right to exchange their restricted share units for, at each employee's election, in each case subject to the employee's continued employment by 7Road, either (i) Scheme I: the right to a cash payment of up to an aggregate of \$2.90 per restricted share unit exchanged, vesting and payable at the rate of 40%, 30% and 30%, respectively, on the first, second and third anniversaries of July 18, 2012, which is the date when the surrendered restricted share units were granted under the 7Road 2012 Share Incentive Plan, or (ii) Scheme II: the right to receive an annual cash bonus, over a seven-year period commencing July 1, 2013, based on the adjusted annual cumulative net income of 7Road. As of June 28, 2013, all restricted share units held by these 42 7Road employees had been included in this exchange program. In the third quarter of 2013, 7Road granted to an additional 48 7Road employees the right to receive an annual cash bonus under Scheme II with the same terms as described above.

For Scheme I, as of June 30, 2015 compensation expense of \$4.2 million had been recognized with respect to the modification, and \$30,000 will be recognized in the consolidated statements of comprehensive income ratably over the remaining vesting period of the awards. For Scheme II, the compensation expense varies depending on 7Road's financial performance.

### **Share-based Compensation Expense Recognition**

Share-based compensation expense was recognized in costs and expenses for the three and six months ended June 30, 2014 and 2015, respectively, as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2015	2014	2015
Share-based compensation expense				
Cost of revenues	\$ 1,199	\$ 606	\$ 985	\$ 858
Product development expenses	7,294	6,235	9,947	11,011
Sales and marketing expenses	2,111	862	2,814	1,107
General and administrative expenses	15,962	10,837	18,060	17,791
	<u>\$26,566</u>	<u>\$18,540</u>	<u>\$31,806</u>	<u>\$30,767</u>

Share-based compensation expense was recognized for share awards of Sohu (excluding Sohu Video), Sogou, Changyou and Sohu Video as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2015	2014	2015
Share-based compensation expense				
For Sohu (excluding Sohu Video) share-based awards	\$ 1,277	\$ 8,360	\$ 3,905	\$12,737
For Sogou share-based awards (1)	20,603	2,144	22,935	6,936
For Changyou share-based awards	459	7,091	739	10,994
For Sohu Video share-based awards	4,227	945	4,227	100
	<u>\$26,566</u>	<u>\$18,540</u>	<u>\$31,806</u>	<u>\$30,767</u>

Note (1): Also includes compensation expense for Tencent restricted share units that Tencent had granted to employees who transferred to Sogou with the Soso search-related businesses, and compensation expense equal to the excess of the repurchase price paid to employees over the fair value at the repurchase date of Sogou Class A Ordinary Shares that the Company repurchased in the second quarter of 2014.

There was no capitalized share-based compensation expense for the three and six months ended June 30, 2015 and 2014.

## **4. Fair Value Measurements**

### **Fair Value of Financial Instruments**

The Sohu Group's financial instruments include cash equivalents, restricted time deposits, short-term investments, accounts receivable, prepaid and other current assets, available-for-sale equity securities under long-term investments, held-for-sale assets, accounts payable, accrued liabilities, receipts in advance and deferred revenue, short-term bank loans, other short-term liabilities, held-for-sale liabilities, long-term accounts payable and long-term bank loans, as well as repurchase options and a put option for Sogou Series A Preferred Shares.

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U.S. GAAP establishes a three-tier hierarchy to prioritize the inputs used in the valuation methodologies in measuring the fair value of financial instruments. This hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three-tier fair value hierarchy is:

Level 1—observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—include other inputs that are directly or indirectly observable in the market place.

Level 3—unobservable inputs which are supported by little or no market activity.

The following table sets forth the financial instruments, measured at fair value, by level within the fair value hierarchy as of December 31, 2014 (in thousands):

Items	As of December 31, 2014	Fair value measurements at reporting date using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash equivalents	\$ 583,160	\$ 0	\$ 583,160	\$ 0
Restricted time deposits	426,748	0	426,748	0
Short-term investments	191,577	0	191,577	0
Available-for-sale equity securities	11,273	11,273	0	0
<b>Total</b>	<b>\$ 1,212,758</b>	<b>\$ 11,273</b>	<b>\$ 1,201,485</b>	<b>\$ 0</b>

The following table sets forth the financial instruments, measured at fair value by level within the fair value hierarchy, as of June 30, 2015 (in thousands):

Items	As of June 30, 2015	Fair value measurements at reporting date using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash equivalents	\$317,395	\$ 0	\$ 317,395	\$ 0
Restricted time deposits	395,547	0	395,547	0
Short-term investments	197,086	0	197,086	0
Available-for-sale equity securities	22,078	22,078	0	0
<b>Total</b>	<b>\$932,106</b>	<b>\$ 22,078</b>	<b>\$ 910,028</b>	<b>\$ 0</b>

### **Cash Equivalents**

The Sohu Group's cash equivalents mainly consist of time deposits and money market funds with original maturities of three months or less. The fair values of cash equivalents are determined based on the pervasive interest rates in the market. The Group classifies the valuation techniques that use the pervasive interest rates input as Level 2 of fair value measurements. Generally there are no quoted prices in active markets for identical cash equivalents at the reporting date. In order to determine the fair value, the Group must use the discounted cash flow method and observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

### **Restricted Time Deposits**

Restricted time deposits are valued based on the prevailing interest rates in the market using the discounted cash flow method. The Sohu Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements.

### **Collateral related to Sogou Incentive Shares Trust Arrangements**

In February 2013, Sohu deposited \$9.0 million in cash into restricted time deposit accounts at a bank as collateral for credit facilities provided by the bank to certain Sogou employees. The facilities were intended to fund the employees' early exercise of Sogou share options and related PRC individual income tax. Sohu is not subject to any additional potential payments other than the restricted time deposit amounts, and believes that the fair value of its guarantee liability is immaterial.

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### *Changyou Loans from Offshore Banks, Secured by Time Deposits*

Commencing in 2012, Changyou drew down loans from offshore branches of certain banks for the purposes of expediting the payment of a special one-time cash dividend to its shareholders, providing working capital to support its overseas operations, and funding its acquisitions and its share repurchase program. These bank loans are secured by an equivalent or greater amount of RMB deposits by Changyou in the onshore branches of such banks. The loans from the offshore branches of the lending banks are classified as short-term and long-term bank loans based on the loans' payment terms.

As of June 30, 2015, the total amount of the bank loans was \$370.0 million, all of which carried a floating rate of interest based on the London Inter-Bank Offered Rate ("LIBOR"). These loans were secured by RMB deposits in onshore branches of those banks in the total amount of \$386.2 million. The deposited amounts are recognized as restricted time deposits. For the three and six months ended June 30, 2015, interest income from the restricted time deposits securing the loans was \$3.6 million and \$7.3 million, respectively, and interest expense on the bank loans was \$1.8 million and \$3.6 million, respectively. For the three and six months ended June 30, 2014, interest income from the restricted time deposits securing the loans was \$3.7 million and \$7.9 million, respectively, and interest expense on the bank loans was \$1.2 million and \$2.9 million, respectively.

### *Short-term Investments*

In accordance with ASC 825, for investments in financial instruments with a variable interest rate indexed to performance of underlying assets, the Sohu Group elected the fair value method at the date of initial recognition and carried these investments at fair value. Changes in the fair value are reflected in the consolidated statements of comprehensive income as other income/(expense). To estimate fair value, the Group refers to the quoted rate of return provided by banks at the end of each period using the discounted cash flow method. The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements.

As of June 30, 2015, the Sohu Group's investment in financial instruments was \$197.1 million. The investment instruments were issued by commercial banks in China, and have a variable interest rate indexed to performance of underlying assets. Since these investments' maturity dates are within one year, they are classified as short-term investments. For the three and six months ended June 30, 2015, the Sohu Group recorded in the consolidated statements of comprehensive income changes in the fair value of short-term investments in the amounts of \$0.8 million and \$1.2 million, respectively. For the three and six months ended June 30, 2014, the Sohu Group recorded in the consolidated statements of comprehensive income change in the fair value of short-term investments in the amount of nil and \$16,000, respectively.

### *Available-for-Sale Equity Securities*

Available-for-sale equity securities are valued using the market approach based on the quoted prices in active markets at the reporting date. The Group classifies the valuation techniques that use these inputs as Level 1 of fair value measurements. On August 12, 2014, Sohu acquired approximately 6% of the total outstanding common shares of Keyeast Co., Ltd., a Korean-listed company ("Keyeast"), for a purchase price of \$15.1 million. The Sohu Group classified this investment as available-for-sale equity securities under long-term investments, and reported it at fair value. As of June 30, 2015, the fair value of the Keyeast available-for-sale equity securities held by Sohu was \$22.1 million. The unrealized gain representing the change in fair value of \$7.0 million was recorded as an addition to accumulated other comprehensive income in the Sohu Group's consolidated balance sheets.

### *Held-for-Sale Assets and Liabilities*

In April 2015, Changyou entered into a series of definitive agreements to divest a number of its business assets, including:

- i) On April 15, 2015, Changyou's VIE Beijing Gamease Age Digital Technology Co., Ltd. ("Gamease") entered into an agreement to sell all of the equity interests in Shenzhen 7Road Technology Co., Ltd. ("Shenzhen 7Road"), which is a wholly-owned subsidiary primarily undertaking the Web game business, to a PRC company.
- ii) On April 27, 2015, a subsidiary of Changyou, Changyou.com (HK) Limited, entered into an agreement to sell all of the equity capital of Changyou My Sdn. Bhd and Changyou.com (UK) Company Limited, which are wholly-owned subsidiaries of Changyou undertaking the online game business in Malaysia and the United Kingdom, respectively, to a British Virgin Islands company.

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The aggregate consideration contemplated by the agreements described above is approximately \$205 million.

The closings of the above transactions are subject to customary conditions.

As a consequence, the assets and liabilities attributable to the entities to be disposed of as described above are classified as assets and liabilities held for sale and measured at the lower of their carrying amounts and their fair values, less selling costs, in the consolidated balance sheet as of June 30, 2015. Details of the aggregate assets and liabilities at June 30, 2015 are as follows (in thousands):

	<u>As of June 30, 2015</u>
Cash and cash equivalents	\$ 14,871
Prepaid and other current assets	13,677
Goodwill	109,735
Fixed assets	6,567
Intangible assets	6,331
Deferred tax assets	364
<b>Held-for-sale assets</b>	<b>\$ 151,545</b>
Deferred tax liability	(959)
Accrued payroll and welfare	(628)
Deferred revenue	(138)
Tax payable	(1,054)
<b>Held-for-sale liabilities</b>	<b>\$ (2,779)</b>

### ***Repurchase Options and Put Option for Sogou Series A Preferred Shares***

In September 2013, Sogou entered into Repurchase Option Agreements with Sohu.com (Search) Limited (“Sohu Search”) and Photon Group Limited, the investment vehicle of the Sohu Group’s Chairman and Chief Executive Officer Dr. Charles Zhang (“Photon”), and a Repurchase/Put Option Agreement with China Web Search (HK) Limited (“China Web”), with respect to Series A Preferred Shares of Sogou held by them. See Note 12 – Sogou Transactions.

Sogou’s repurchase options with Photon and China Web were initially recognized in additional paid-in capital in the Sohu Group’s consolidated balance sheets at fair value when the agreements were signed. Any subsequent changes in the fair values of the repurchase options were not and will not be recognized. On March 24, 2014, Sogou purchased from China Web, pursuant to the Repurchase/Put Option Agreement between Sogou and China Web, 14.4 million Series A Preferred Shares of Sogou for an aggregate purchase price of \$47.3 million. As of June 30, 2015, the remaining balance for the repurchase option with Photon in additional paid-in capital was \$1.2 million, based on the fair value of the repurchase option on September 16, 2013.

China Web’s put option with Sogou was initially recognized in other short-term liabilities in the Sohu Group’s consolidated balance sheets at fair value when the agreement was signed. Subsequent changes in the fair value of the put option were recognized quarterly in other income /(expense) in the Sohu Group’s consolidated statements of comprehensive income. After Sogou’s repurchase of the Series A Preferred Shares from China Web on March 24, 2014, the other short-term liabilities recognized with respect to China Web were reversed to zero.

Management determined the fair values of the repurchase options with Photon and China Web when the agreements were signed, and of the put option with China Web before Sogou exercised the repurchase option, using the binominal model, with a discount for lack of marketability, given that the repurchase options and the put option were not publicly traded at the time of grant. Management made the determination with the assistance of a qualified professional appraiser using management’s estimates and assumptions. The Sohu Group classifies the valuation techniques that use these inputs as Level 3 of fair value measurements.

### ***Long-term Investment in SoEasy***

In August 2014, Sohu invested \$4.8 million in SoEasy Internet Finance Group Limited (“SoEasy”) and in April 2015 Sohu invested an additional \$16.3 million in SoEasy. As of June 30, 2015, Sohu’s accumulated investment in SoEasy was \$21.1 million and Sohu held approximately 34.9% of SoEasy’s equity capital. Sohu continued to account for this investment under the equity method, since Sohu can exercise significant influence but does not own a majority of SoEasy’s equity capital or control SoEasy.

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### **Short-term Receivables and Payables**

Accounts receivable and prepaid and other current assets are financial assets with carrying values that approximate fair value due to their short-term nature. Short-term accounts payable, accrued liabilities, receipts in advance and deferred revenue, short-term bank loans and other short-term liabilities are financial liabilities with carrying values that approximate fair value due to their short term nature.

For short-term bank loans, the rates of interest under the agreements with the lending banks were determined based on the prevailing interest rates in the market. The Sohu Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements. For other short-term receivables and payables, the Group estimated fair values using the discounted cash flow method, which is unobservable in the market. The Group classifies the valuation technique as Level 3 of fair value measurements.

### **Long-term Payables**

Long-term accounts payable and long-term bank loans are financial liabilities with carrying values that approximate fair value due to any changes in fair value, after considering the discount rate, being immaterial. For long-term accounts payable and long-term bank loans, the Group estimated fair values using the discounted cash flow method, which is unobservable in the market. The Sohu Group classifies the valuation technique as Level 3 of fair value measurements.

## **5. Goodwill**

Commencing in the second quarter of 2015, the Company's management did not consider the others segment to be significant enough to be separately reviewed. Therefore, in order to better reflect management's perspective, the Company combined the brand advertising segment and the others segment, and now identifies them together as the Sohu segment.

The changes in the carrying value of goodwill by segment are as follows (in thousands):

	<u>Sohu</u>	<u>Sogou</u>	<u>Changyou</u>	<u>Total</u>
Balance as of December 31, 2014				
Goodwill	\$ 73,908	\$6,309	\$ 297,999	\$ 378,216
Accumulated impairment losses	<u>(35,788)</u>	<u>0</u>	<u>(39,002)</u>	<u>(74,790)</u>
	\$ 38,120	\$6,309	\$ 258,997	\$ 303,426
Transactions in 2015				
Goodwill associated with the acquisition of 7Road transferred to held-for-sale assets (1)	0	0	(109,735)	(109,735)
Foreign currency translation adjustment	14	5	120	139
Balance as of June 30, 2015	<u>\$ 38,134</u>	<u>\$6,314</u>	<u>\$ 149,382</u>	<u>\$ 193,830</u>
Balance as of June 30, 2015				
Goodwill	\$ 73,922	\$6,314	\$ 188,384	\$ 268,620
Accumulated impairment losses	<u>(35,788)</u>	<u>0</u>	<u>(39,002)</u>	<u>(74,790)</u>
	<u>\$ 38,134</u>	<u>\$6,314</u>	<u>\$ 149,382</u>	<u>\$ 193,830</u>

Note (1): The \$109.7 million goodwill associated with the acquisition of 7Road was transferred to held-for-sale assets. See Note 4 – Fair Value Measurements.

## 6. Taxation

Sohu.com Inc. is subject to United States (“U.S.”) income tax, and Changyou’s income that is from a U.S. source is generally subject to U.S. income tax. The majority of the subsidiaries and VIEs of the Sohu Group are based in mainland China and are subject to income taxes in the PRC. These China-based subsidiaries and VIEs conduct substantially all of the Sohu Group’s operations, and generate most of the Sohu Group’s income or losses.

The Group did not have any penalties or significant interest associated with tax positions for the three and six months ended June 30, 2015, nor did the Group have any significant unrecognized uncertain tax positions for the three and six months ended June 30, 2015.

### ***PRC Corporate Income Tax***

The PRC Corporate Income Tax Law (the “CIT Law”) applies an income tax rate of 25% to all enterprises but grants preferential tax treatment to High and New Technology Enterprises (“HNTEs”). Under this preferential tax treatment, HNTEs can enjoy an income tax rate of 15% for three years, but need to re-apply after the end of the three-year period. In addition, the CIT Law and its implementing regulations provide that a “Software Enterprise” can enjoy an income tax exemption for two years beginning with its first profitable year and a 50% reduction to a rate of 12.5% for the subsequent three years. An entity that qualifies as a “Key National Software Enterprise” can enjoy a further reduced preferential income tax rate of 10% for two years, but needs to re-apply after the end of the two-year period.

### *Entities Qualified as HNTEs*

As of June 30, 2015, the following principal entities of the Sohu Group were qualified as HNTEs and were entitled to an income tax rate of 15%.

### *For Sohu’s Business*

- Beijing Sohu Internet Information Service Co., Ltd. (“Sohu Internet”). Sohu Internet re-applied for HNTE qualification in the second quarter of 2015. Pending approval of its re-application, Sohu Internet is entitled to continue to enjoy the beneficial tax rate as if it had already qualified as an HNTE for 2015.
- Beijing Sohu New Era Information Technology Co., Ltd. (“Sohu Era”), Beijing Sohu New Media Information Technology Co., Ltd. (“Sohu Media”) and Guangzhou Qianjun Network Technology Co., Ltd (“Guangzhou Qianjun”). Sohu Era, Sohu Media and Guangzhou Qianjun are each qualified as HNTEs for 2015 and 2016, and will need to re-apply for HNTE qualification in 2017.

### *For Sogou’s Business*

- Beijing Sogou Information Service Co., Ltd. (“Sogou Information”). Sogou Information re-applied for HNTE qualification in July 2015. Pending approval of its re-application, Sogou Information is entitled to continue to enjoy the beneficial tax rate as if it had already qualified as an HNTE for 2015.
- Beijing Sogou Technology Development Co., Ltd. (“Sogou Technology”). Sogou Technology is qualified as an HNTE for 2015 and 2016, and will need to re-apply for HNTE qualification in 2017.

### *For Changyou’s Business*

- AmazGame, Gamease and Shenzhen 7Road. AmazGame, Gamease and Shenzhen 7Road are each qualified as HNTEs for 2015 and 2016, and will need to re-apply for HNTE qualification in 2017.

### *Entities Qualified as Software Enterprises*

### *For Sohu’s Business*

- Beijing Sohu New Momentum Information Technology Co., Ltd. (“Sohu New Momentum”). In 2015, Sohu New Momentum is in its second income tax exemption year as a Software Enterprise.

### *For Changyou’s Business*

- AmazGame. AmazGame will need to re-apply before the end 2015 for designation as a Key National Software Enterprise in order to be entitled for 2015 and 2016 to the preferential income tax rate of 10% to which it was entitled for the initial two-year period of 2013 and 2014.

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- Beijing Changyou Gamespace Software Technology Co., Ltd. (“Gamespace”). In 2015, Gamespace is in the second of the three years in which it is entitled to a 50% reduction to a rate of 12.5% as a Software Enterprise.
- ICE Information Technology (Shanghai) Co., Ltd (“ICE Information”). ICE Information was not subject to income tax, as it incurred losses.
- Shenzhen 7Road Network Technologies Co., Ltd. (“7Road Technology”). In 2015, 7Road Technology is in the first of the three years in which it is entitled to a 50% reduction to a rate of 12.5% as a Software Enterprise.

### ***PRC Withholding Tax on Dividends***

The CIT Law imposes a 10% withholding income tax for dividends distributed by foreign-invested enterprises in the PRC to their immediate holding companies outside Mainland China. A lower withholding tax rate will be applied if there is a tax treaty arrangement between Mainland China and the jurisdiction of the foreign holding company. A holding company in Hong Kong, for example, will be subject to a 5% withholding tax rate under an arrangement between the PRC and the Hong Kong Special Administrative Region on the “Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital” if such holding company is considered a non-PRC resident enterprise and holds at least 25% of the equity interests in the PRC foreign invested enterprise distributing the dividends, subject to approval of the PRC local tax authority. However, if the Hong Kong holding company is not considered to be the beneficial owner of such dividends under applicable PRC tax regulations, such dividend will remain subject to a withholding tax rate of 10%.

In order to fund the distribution of a dividend to shareholders of the Sohu Group’s majority-owned subsidiary Changyou, Changyou’s Board of Directors resolved to cause one of its PRC subsidiaries to declare and distribute a cash dividend of portions of its 2012 to 2015 stand-alone earnings to its direct overseas parent company, Changyou.com (HK) Limited (“Changyou HK”). With the exception of that dividend, the Sohu Group does not intend to have any of its PRC subsidiaries distribute any undistributed profits of such subsidiaries to their direct overseas parent companies, but rather intends that such profits will be permanently reinvested by such subsidiaries for their PRC operations.

As of June 30, 2015, Changyou had accrued deferred tax liabilities in the amount of \$24.2 million for PRC withholding tax.

### ***PRC Value-Added Tax and Business Tax***

Revenues from brand advertising and search and Web directory as well as revenues from Changyou’s Web games that were not developed in-house are subject to value-added tax (“VAT”). VAT payable is the difference between the output VAT (at a rate of 6%) and available input VAT amount (at the rate applicable to the supplier). Revenues of 7Road’s in-house-developed Web games that are deemed to be derived from the sale of software are subject to VAT. VAT is payable by 7Road at a rate of 17%, with a 14% immediate tax refund irrespective of the availability of any input VAT, resulting in a net rate of 3%. Other online game revenues from the operation of PC games and self-developed mobile games are subject to a 5% PRC business tax (“Business Tax”).

The Group adopted the net presentation method for its brand advertising and search and Web directory businesses. The Group adopted the gross presentation method for revenues of in-house-developed Web games that are deemed to be derived from the sale of software.

### ***U.S. Corporate Income Tax***

Sohu.com Inc. is a Delaware corporation that is subject to U.S. corporate income tax on its taxable income at a rate of up to 35%. To the extent that Sohu.com Inc. has U.S. taxable income, which generally arises mainly from interest income of the Sohu Group, the Group accrues U.S. corporate income tax in the Group’s consolidated statements of comprehensive income and makes estimated tax payments as and when required by U.S. law.

### ***Uncertain Tax Positions***

The Group is subject to various taxes in different jurisdictions, primarily the US and the PRC. Management reviews regularly the adequacy of the provisions for taxes as they relate to the income and transactions of the Group. In order to assess uncertain tax positions, the Sohu Group applies a more likely than not threshold and a two-step approach for tax position measurement and financial statement recognition. For the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon settlement.

## 7. Commitments and Contingencies

### Contractual Obligations

The following table sets forth our contractual obligations as of June 30, 2015 (in thousands):

<u>As of June 30, 2015</u>	<u>Contractual Obligation</u>
Repayment of principal of bank loans	\$ 370,000
Purchase of content and services – video	96,658
Purchase of bandwidth	79,673
Purchase of cinema advertisement slot rights	55,825
Operating lease obligations	40,387
Expenditures for operating rights for licensed games with technological feasibility – PC games	27,434
Purchase of content and services – others	17,908
Interest payment commitment	13,635
Expenditures for operating rights for licensed games with technological feasibility – mobile games	5,522
Fees for operating rights for licensed games in development – mobile games	2,831
Fees for operating rights for licensed games in development – PC games	1,692
Others	4,286
<b>Total</b>	<b>\$ 715,851</b>

### Litigation

The Sohu Group is a party to various litigation matters which it considers routine and incidental to its business. Management does not expect the results of any of these actions to have a material adverse effect on the Group's business, results of operations, financial condition and cash flows.

### PRC Law and Regulations

The Chinese market in which the Sohu Group operates poses certain macro-economic and regulatory risks and uncertainties. These uncertainties extend to the ability to operate an Internet business and to conduct brand advertising, search and Web directory, online game, and others services in the PRC. Though the PRC has, since 1978, implemented a wide range of market-oriented economic reforms, continued reforms and progress towards a full market-oriented economy are uncertain. In addition, the telecommunication, information, and media industries remain highly regulated. Restrictions are currently in place and are unclear with respect to which segments of these industries foreign-owned entities, like the Sohu Group, may operate. The Chinese government may issue from time to time new laws or new interpretations of existing laws to regulate areas such as telecommunication, information and media. Certain risks related to PRC law that could affect the Sohu Group's VIE structure are discussed in Note 9—VIEs.

Regulatory risks also encompass interpretation by PRC tax authorities of current tax law, including the applicability of certain preferential tax treatments. The Sohu Group's legal structure and scope of operations in China could be subject to restrictions, which could result in limits on its ability to conduct business in the PRC.

The Sohu Group's sales, purchase and expense transactions are generally denominated in RMB and a significant portion of its assets and liabilities are denominated in RMB. The RMB is not freely convertible into foreign currencies. In China, foreign exchange transactions are required by law to be transacted only by authorized financial institutions. Remittances in currencies other than RMB by its subsidiaries in China may require certain supporting documentation in order to effect the remittance.

## 8. Contingent Consideration

Changyou's acquisition of Beijing Doyo Internet Technology Co., Ltd. ("Doyo") included a contingent consideration arrangement that requires additional consideration to be paid by Changyou based on the achievement of specified performance milestones by Doyo for the fiscal years 2013 through 2015. The fair value of the contingent consideration was recognized on the acquisition date using the income approach /discounted cash flow method with a scenario analysis applied. There were no indemnification assets involved. In 2015, as Doyo's performance had exceeded the relevant performance milestone for 2014, Changyou re-classified such contingent consideration to other short-term liabilities.



## 9. VIEs

### *Background*

PRC laws and regulations prohibit or restrict foreign ownership of companies that operate Internet information and content, Internet access, online games, mobile, value added telecommunications and certain other businesses in which the Sohu Group is engaged or could be deemed to be engaged. Consequently, the Sohu Group conducts certain of its operations and businesses in the PRC through its VIEs. The Sohu Group consolidates in its consolidated financial statements all of the VIEs of which the Group is the primary beneficiary.

### *VIEs Consolidated within the Sohu Group*

The Sohu Group adopted the guidance of accounting for VIEs, which requires VIEs to be consolidated by the primary beneficiary of the entity. Management made evaluations of the relationships between the Sohu Group and its VIEs and the economic benefit flow of contractual arrangements with the VIEs. In connection with such evaluation, management also took into account the fact that, as a result of contractual arrangements with its consolidated VIEs, the Sohu Group controls the shareholders' voting interests in those VIEs. As a result of such evaluation, the management concluded that the Sohu Group is the primary beneficiary of the VIEs which the Group consolidates.

All of the consolidated VIEs are incorporated and operated in the PRC, and the Group's principal VIEs are directly or indirectly owned by Dr. Charles Zhang, the Sohu Group's Chairman and Chief Executive Officer, or other executive officers and employees of the Sohu Group identified below. Capital for the consolidated VIEs was funded by the Sohu Group through loans provided to Dr. Charles Zhang and other executive officers and employees, and was initially recorded as loans to related parties. These loans are eliminated for accounting purposes against the capital of the VIEs upon consolidation.

Under contractual agreements with the Sohu Group, Dr. Charles Zhang and those other executive officers and employees of the Sohu Group who are shareholders of the consolidated VIEs are required to transfer their ownership in these entities to the Group, if permitted by PRC laws and regulations, or, if not so permitted, to designees of the Group at any time as requested by the Group to repay the loans outstanding. All voting rights of the consolidated VIEs are assigned to the Sohu Group, and the Group has the right to designate all directors and senior management personnel of the consolidated VIEs, and also has the obligation to absorb losses of the consolidated VIEs. Dr. Charles Zhang and those other executive officers and employees of the Sohu Group who are shareholders of the consolidated VIEs have pledged their shares in the consolidated VIEs as collateral for the loans. As of June 30, 2015, the aggregate amount of these loans was \$14.3 million.

Under its contractual arrangements with the consolidated VIEs, the Sohu Group has the power to direct activities of the VIEs, and can have assets transferred freely out of the VIEs without any restrictions. Therefore, the Group considers that there is no asset of a consolidated VIE that can be used only to settle obligations of the VIEs, except for registered capital and PRC statutory reserves of the VIEs. As of June 30, 2015, the registered capital and PRC statutory reserves of the consolidated VIEs totaled \$83.4 million. As all of the consolidated VIEs are incorporated as limited liability companies under the PRC Company Law, creditors of the consolidated VIEs do not have recourse to the general credit of the Sohu Group for any of the liabilities of the consolidated VIEs. Currently there is no contractual arrangement that could require the Sohu Group to provide additional financial support to the consolidated VIEs. As the Sohu Group is conducting certain business in the PRC mainly through the consolidated VIEs, the Group may provide such support on a discretionary basis in the future, which could expose the Group to a loss.

The Sohu Group classified the consolidated VIEs within the Sohu Group as principal VIEs or immaterial VIEs based on certain criteria, such as the VIEs' total assets or revenues. The following is a summary of the principal VIEs within the Sohu Group:

### *Basic Information for Principal VIEs*

#### For Sohu's Business

- High Century

Beijing Century High Tech Investment Co., Ltd. ("High Century") was incorporated in 2001. As of June 30, 2015, the registered capital of High Century was \$4.6 million and Dr. Charles Zhang and Wei Li held 80% and 20% interests, respectively, in this entity.

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- Sohu Internet

Sohu Internet was incorporated in 2003. As of June 30, 2015, the registered capital of Sohu Internet was \$1.6 million and High Century and Heng Da Yi Tong held 75% and 25% interests, respectively, in this entity.

- Donglin

Beijing Sohu Donglin Advertising Co., Ltd. (“Donglin”) was incorporated in 2010. In the second quarter of 2015, High Century transferred its 50% equity interest in Donglin to Sohu Internet. As of June 30, 2015, the registered capital of Donglin was \$1.5 million and Sohu Internet held a 100% interest in this entity.

- Heng Da Yi Tong

Beijing Heng Da Yi Tong Information Technology Co., Ltd. (“Heng Da Yi Tong”), formally known as “Beijing Sohu Entertainment Culture Media Co., Ltd.” (“Sohu Entertainment”), was incorporated in 2002. As of June 30, 2015, the registered capital of Heng Da Yi Tong was \$1.2 million and Dr. Charles Zhang and Wei Li held 80% and 20% interests, respectively, in this entity.

- Focus Interactive

Beijing Focus Interactive Information Service Co., Ltd. (“Focus Interactive”) was incorporated in July 2014. In the second quarter of 2015, High Century transferred its 100% equity interest in Focus Interactive to Heng Da Yi Tong. As of June 30, 2015, the registered capital of Focus Interactive was \$1.6 million and Heng Da Yi Tong held 100% of the equity interests in this entity.

- Tianjin Jinhu

Tianjin Jinhu Culture Development Co., Ltd. (“Tianjin Jinhu”) was incorporated in 2011. As of June 30, 2015, the registered capital of Tianjin Jinhu was \$0.5 million and Ye Deng and Xuemei Zhang each held a 50% interest in this entity.

- Guangzhou Qianjun

Guangzhou Qianjun was incorporated in October 2014. As of June 30, 2015, the registered capital of Guangzhou Qianjun was \$3.3 million and Tianjin Jinhu held a 100% interest in this entity.

### For Sogou’s Business

- Sogou Information

Sogou Information was incorporated in 2005. As of June 30, 2015, the registered capital of Sogou Information was \$2.5 million and Xiaochuan Wang, Sogou’s Chief Executive Officer, High Century and Tencent held 10%, 45% and 45% interests, respectively, in this entity.

### For Changyou’s Business:

- Gamease

Gamease was incorporated in 2007. In the second quarter of 2015, Changyou completed the transfer of the equity interests in Gamease held by Tao Wang, the former Chief Executive Officer of Changyou, and Dewen Chen, the current Co-Chief Executive Officer of Changyou, to High Century. As of June 30, 2015, the registered capital of Gamease was \$1.3 million and High Century held a 100% interest in this entity.

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- Guanyou Gamespace

Guanyou Gamespace was incorporated in 2010. As of June 30, 2015, the registered capital of Guanyou Gamespace was \$1.5 million and Tao Wang and Dewen Chen held 60% and 40% interests, respectively, in this entity. In July 2015, Changyou completed the transfer of the equity interests in Guanyou Gamespace held by Tao Wang and Dewen Chen to Gamease.

- Shanghai ICE

Shanghai ICE was acquired by Changyou in 2010. As of June 30, 2015, the registered capital of Shanghai ICE was \$1.2 million and Runa Pi and Rong Qi each held a 50% interest in this entity. As of the date of this report, Changyou is still in the process of transfer each individual shareholders' equity interests in Shanghai ICE to entities that are affiliates of the Sohu Group.

- Shenzhen 7Road

68.258% of the equity interests of Shenzhen 7Road were acquired by Gamease in 2011. The remaining 31.742% of the equity interests of Shenzhen 7Road were acquired by Gamease on May 1, 2013. As of June 30, 2015, the registered capital of Shenzhen 7Road was \$1.5 million and Gamease held 100% of the equity interests in this entity.

- Wuhan Baina Information

Baina (Wuhan) Information Technology Co., Ltd. ("Wuhan Baina Information") was acquired by Gamease in July 2014. As of June 30, 2015, the registered capital of Wuhan Baina Information was \$3.0 million and Gamease and Yongzhi Yang, the chief executive officer of MoboTap, held 60% and 40% interests, respectively, in this entity.

### Financial Information

The following financial information of the Sohu Group's consolidated VIEs is included in the accompanying consolidated financial statements (in thousands):

	As of	
	December 31, 2014	June 30, 2015
<b>ASSETS:</b>		
Cash and cash equivalents	\$ 39,534	\$ 108,648
Restricted time deposit	294	294
Accounts receivable, net	129,881	151,461
Prepaid and other current assets	23,827	25,780
Held-for-sale assets	0	150,753
Intercompany receivables due from the Company's subsidiaries	176,902	210,844
Total current assets	370,438	647,780
Fixed assets, net	12,597	9,747
Goodwill	154,774	45,160
Intangible assets, net	39,726	28,214
Other non-current assets	79,115	74,914
Total assets	\$ 656,650	\$ 805,815
<b>LIABILITIES:</b>		
Accounts payable	\$ 3,495	\$ 22,636
Accrued liabilities	78,051	68,083
Receipts in advance and deferred revenue	53,641	54,813
Held-for-sale liabilities	0	7,832
Other current liabilities	53,564	161,805
Intercompany payables due to the Company's subsidiaries	259,009	299,219
Total current liabilities	447,760	614,388
Other long-term liabilities	25,262	22,686
Total liabilities	\$ 473,022	\$ 637,074

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	<u>Three months ended June 30,</u>		<u>Six months ended June 30,</u>	
	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
Net revenue	\$ 254,129	\$ 311,563	\$ 505,249	\$ 616,594
Net loss	\$ (43,785)	\$ (9,691)	\$ (88,459)	\$ (17,539)

For the table below, consolidated VIEs under the Sohu segment and the Sogou segment are classified as Sohu's VIEs, and consolidated VIEs under the Changyou segment are classified as Changyou's VIEs.

### Cash flows of Sohu's VIEs

	<u>Six months ended June 30,</u>	
	<u>2014</u>	<u>2015</u>
Net cash provided by operating activities	\$ 15,935	\$ 74,112
Net cash used in investing activities	(979)	(126)
Net cash provided by financing activities	\$ 0	\$ 569

### Cash flows of Changyou's VIEs

	<u>Six months ended June 30,</u>	
	<u>2014</u>	<u>2015</u>
Net cash provided by /(used in) operating activities	\$ 23,802	\$ (33,539)
Net cash provided by /(used in) investing activities	(84,578)	44,713
Net cash used in financing activities	\$ (793)	\$ 0

## *Summary of Significant Agreements Currently in Effect*

### *Agreements Between Consolidated VIEs and Nominee Shareholders*

*Loan and share pledge agreements* between Sohu Era and the shareholders of High Century and Heng Da Yi Tong: These loan agreements provide for loans to the shareholders of High Century and Heng Da Yi Tong for them to make contributions to the registered capital of High Century and Heng Da Yi Tong in exchange for the equity interests in High Century and Heng Da Yi Tong, and under these pledge agreements the shareholders pledge those equity interests to Sohu Era as security for the loans. The loan agreements include powers of attorney that give Sohu Era the power to appoint nominees to act on behalf of the shareholders of High Century and Heng Da Yi Tong in connection with all actions to be taken by High Century and Heng Da Yi Tong. Pursuant to the loan agreements, the shareholders executed in blank transfers of their equity interests in High Century and Heng Da Yi Tong, which transfers are held by the Sohu Group's legal department and may be completed and effected at Sohu Era's election.

*Loan and share pledge agreements* between Sogou Technology and the shareholders of Sogou Information. The loan agreement provides for a loan to Xiaochuan Wang, the individual shareholder of Sogou Information, to be used by him to make contributions to the registered capital of Sogou Information in exchange for his equity interest in Sogou Information. The loan is interest free and is repayable on demand, but the shareholder may repay the loan only by transferring to Sogou Technology his equity interest in Sogou Information. Under the pledge agreement, all of the shareholders of Sogou Information pledge their equity interests to Sogou Technology to secure the performance of their obligations under the various VIE-related agreements. If any shareholder of Sogou Information breaches any of his or its obligations under any VIE-related agreements, Sogou Technology is entitled to exercise its right as the beneficiary under the share pledge agreement. The share pledge agreement terminates only after all of the obligations of the shareholders under the various VIE-related agreements are no longer in effect.

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*Exclusive equity interest purchase right agreements* between Sogou Technology, Sogou Information and the shareholders of Sogou Information. Pursuant to these agreements, Sogou Technology and any third party designated by it have the right, exercisable at any time when it becomes legal to do so under PRC law, to purchase from the shareholders of Sogou Information all or any part of their equity interests at the lowest purchase price permissible under PRC law.

*Business operation agreement* among Sogou Technology, Sogou Information and the shareholders of Sogou Information. The agreement sets forth the right of Sogou Technology to control the actions of the shareholders of Sogou Information. The agreement has a term of 10 years, renewable at the request of Sogou Technology.

*Powers of Attorney* executed by the shareholders of Sogou Information in favor of Sogou Technology with a term of 10 years, extendable at the request of Sogou Technology. These powers of attorney give Sogou Technology the right to appoint nominees to act on behalf of each of the three Sogou Information shareholders in connection with all actions to be taken by Sogou Information.

*Loan agreements and equity pledge agreements* between Video Tianjin and the shareholders of Tianjin Jinhui. The loan agreements provide for loans to the shareholders of Tianjin Jinhui for them to make contributions to the registered capital of Tianjin Jinhui in exchange for the equity interests in Tianjin Jinhui. Under the equity pledge agreements, the shareholders of Tianjin Jinhui pledge to Video Tianjin their equity interests in Tianjin Jinhui to secure the performance of their obligations under the loan agreements and Tianjin Jinhui's obligations to Video Tianjin under their business agreements. The loans are interest free and are repayable on demand, but the shareholders can only repay the loans by transferring to Video Tianjin their equity interests in Tianjin Jinhui.

*Equity interest purchase right agreements* between Video Tianjin, Tianjin Jinhui and the shareholders of Tianjin Jinhui. Pursuant to these agreements, Video Tianjin and any third party designated by it have the right, exercisable at any time when it becomes legal to do so under PRC law, to purchase from the shareholders of Tianjin Jinhui all or any part of their equity interests at the lowest purchase price permissible under PRC law.

*Business operation agreement* among Video Tianjin, Tianjin Jinhui and the shareholders of Tianjin Jinhui. The agreement sets forth the right of Video Tianjin to control the actions of the shareholders of Tianjin Jinhui. The agreement has a term of 10 years, renewable at the request of Video Tianjin.

*Powers of Attorney* executed by the shareholders of Tianjin Jinhui in favor of Video Tianjin with a term of 10 years, extendable at the request of Video Tianjin. These powers of attorney give Video Tianjin the right to appoint nominees to act on behalf of each of the Tianjin Jinhui shareholders in connection with all actions to be taken by Tianjin Jinhui.

*Loan agreements and equity pledge agreements* between AmazGame and the shareholders of Gamease and between Gamespace and the shareholders of Guanyou Gamespace. The loan agreements provide for loans to the respective shareholders of Gamease and Guanyou Gamespace for the shareholders to make contributions to the registered capital of Gamease and Guanyou Gamespace in exchange for the equity interests in Gamease and Guanyou Gamespace. Under the equity pledge agreements, the respective shareholders of Gamease and Guanyou Gamespace pledge to AmazGame and Gamespace, their equity interests in Gamease and Guanyou Gamespace to secure the performance of their obligations under the loan agreements and Gamease's and Guanyou Gamespace's obligations to AmazGame and Gamespace under the various VIE-related agreements. The loans are interest free and are repayable on demand, but the shareholders can only repay the loans by transferring to AmazGame and Gamespace, as the case may be, their equity interests in Gamease and Guanyou Gamespace.

*Equity interest purchase right agreements* between AmazGame and the shareholders of Gamease and between Gamespace and the shareholders of Guanyou Gamespace. Pursuant to these agreements, AmazGame and Gamespace have the right, exercisable at any time when it becomes legal to do so under PRC law, to purchase from the respective shareholders of Gamease and Guanyou Gamespace all or any part of their equity interests at a purchase price equal to their initial contributions to registered capital.

*Powers of attorney* executed by the shareholders of Gamease in favor of AmazGame and by the shareholders of Guanyou Gamespace in favor of Gamespace, with a term of 10 years. These powers of attorney give AmazGame and Gamespace the exclusive right to appoint nominees to act on behalf of their respective shareholders in connection with all actions to be taken by Gamease and Guanyou Gamespace.

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*Business operation agreements* between AmazGame and the shareholders of Gamease and between Gamespace and the shareholders of Guanyou Gamespace. These agreements set forth the right of AmazGame and Gamespace to control the actions of the respective shareholders of Gamease and Guanyou Gamespace. Each agreement has a term of 10 years.

*Call option agreement* among ICE Information, Shanghai ICE and Shanghai ICE shareholders. This agreement provides to ICE Information and any third party designated by ICE Information the right, exercisable at any time during the term of the agreement, if and when it is legal to do so under PRC law, to purchase from the shareholders all or any part of their shares in Shanghai ICE or purchase from Shanghai ICE all or part of its assets or business at the lowest purchase price permissible under PRC law. The agreement further provides that Shanghai ICE or its shareholders will transfer back to ICE Information any such purchase price they have received from ICE Information, upon the request of ICE Information, as and to the extent allowed under PRC law. The agreement terminates only if ICE Information is dissolved.

*Share pledge agreement* among ICE Information, Shanghai ICE and the shareholders of Shanghai ICE. Pledge by the shareholders to ICE Information of their equity interests in Shanghai ICE, to secure the performance of their obligations and Shanghai ICE's obligations under the various VIE-related agreements. If Shanghai ICE or any of the shareholders of Shanghai ICE breaches its, his or her obligations under any VIE-related agreements, ICE Information is entitled to exercise its rights as pledgee of the equity interests.

*Business operation agreement* among ICE Information, Shanghai ICE and the shareholders of Shanghai ICE. This agreement sets forth the right of ICE Information to control the actions of the shareholders of Shanghai ICE. This agreement terminates only if ICE Information is dissolved.

*Amended and restated equity interest purchase right agreement* among 7Road Technology, Shenzhen 7Road and Gamease, which is Shenzhen 7Road's sole shareholder. Under this agreement, 7Road Technology and any third-party designated by 7Road Technology have the right, exercisable at any time during the term of the agreement, if and when it is legal to do so under PRC law, to purchase from Gamease all or any part of its shares in Shenzhen 7Road at a nominal purchase price. This agreement has a term of 10 years, is renewable by 7Road Technology for such term as it may determine and is terminable by 7Road Technology by notice to the other parties at any time when, under PRC law as then in effect, 7Road Technology cannot exercise its purchase right, and is also terminable if Shenzhen 7Road's or 7Road's existence is terminated, by mutual agreement of the parties or upon the written request of 7Road Technology. Neither Gamease nor Shenzhen 7Road has any power to terminate the agreement.

*Amended and restated equity interest pledge agreement* among 7Road Technology, Shenzhen 7Road and Gamease. Under this agreement, Gamease pledges to 7Road Technology Gamease's equity interests in Shenzhen 7Road to secure the performance of Gamease's obligations and Shenzhen 7Road's obligations under the various VIE-related agreements. If Gamease or Shenzhen 7Road breaches its obligations under any VIE-related agreements, 7Road Technology is entitled to exercise its rights as the beneficiary under the Equity Interest Pledge Agreements. This agreement terminates only after all of the obligations of Gamease and/or of Shenzhen 7Road under the various VIE-related agreements are no longer in effect.

*Amended and restated business operation agreement* among 7Road Technology, Shenzhen 7Road and Gamease. This agreement grants to 7Road Technology the right to control the actions of Shenzhen 7Road and to control the actions of Gamease in its capacity as the sole shareholder of Shenzhen 7Road. This agreement has an initial term of 10 years, is renewable by 7Road Technology for such term as it may determine and is terminable early if the existence of Shenzhen 7Road or 7Road Technology is terminated, or upon 30 days' advance written notice of 7Road Technology to Shenzhen 7Road.

*Power of attorney* executed by Gamease in favor of 7Road Technology. This power of attorney gives 7Road Technology the exclusive right to appoint designees to act on behalf of Gamease in connection with all actions to be taken by Shenzhen 7Road requiring shareholder approval.

*Share pledge agreement* among Beijing Baina Technology, Wuhan Baina Information and the shareholders of Wuhan Baina Information, which are Gamease and Yongzhi Yang. Pledge by the Gamease and Yongzhi Yang to Beijing Baina Technology of their equity interests in Wuhan Baina Information, to secure the performance of their respective obligations and Wuhan Baina Information's obligations under the various VIE-related agreements. If Wuhan Baina Information or any of the shareholders of Wuhan Baina Information breaches its or his obligations under any VIE-related agreements, Beijing Baina Technology is entitled to exercise its rights as pledgee of the equity interests.

*Call option agreement* among Beijing Baina Technology, Gamease, Wuhan Baina Information and Yongzhi Yang. Provides to Beijing Baina Technology and any third party designated by Beijing Baina Technology the right, exercisable at any time during the term of the agreement, if and when it is legal to do so under PRC law, to purchase from Gamease and Yongzhi Yang all or any part of their shares in Wuhan Baina Information or to purchase from Wuhan Baina Information all or part of its assets or business at the lowest purchase price permissible under PRC law.

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*Assignment agreement* among Beijing Baina Technology, Gamease, Wuhan Baina Information and Yongzhi Yang. Gamease and Yongzhi Yang, as shareholders of Wuhan Baina Information, irrevocably appoint Beijing Baina Technology or its designee to exercise their voting and other rights as shareholders of Wuhan Baina Information.

### Business Arrangements Between Subsidiaries and Consolidated VIEs

*Exclusive technology consulting and service agreement* between Sohu Era and Sohu Internet. Pursuant to this agreement Sohu Era has the exclusive right to provide technical consultation and other related services to Sohu Internet, in exchange for a percentage of the gross income of Sohu Internet. The agreement has an initial term of two years, and is renewable at the request of Sohu Era.

*Business cooperation agreement* between Sogou Technology and Sogou Information. Pursuant to this agreement, Sogou Information provides Internet information services to Sogou Technology's customers in exchange for a fee payable to Sogou Information. The agreement has a term of 10 years, and is renewable at the request of Sogou Technology.

*Exclusive technology consulting and service agreement* between Sogou Technology and Sogou Information. Pursuant to this agreement Sogou Technology has the exclusive right to provide technical consultation and other related services to Sogou Information in exchange for a fee. The agreement has a term of 10 years and is renewable at the request of Sogou Technology.

*Exclusive technology consulting and service agreement* between Video Tianjin and Tianjin Jinhui. Pursuant to this agreement Video Tianjin has the exclusive right to provide technical consultation and other related services to Tianjin Jinhui in exchange for a fee. The agreement has a term of 10 years and is renewable at the request of Video Tianjin.

*Technology support and utilization agreements* between AmazGame and Gamease and between Gamespace and Guanyou Gamespace. Pursuant to these agreements, AmazGame and Gamespace have the exclusive right to provide certain product development and application services and technology support to Gamease and Guanyou Gamespace, respectively, for a fee equal to a predetermined percentage, subject to adjustment by AmazGame or Gamespace at any time, of Gamease's and Guanyou Gamespace's respective revenues. Each agreement terminates only when AmazGame or Gamespace is dissolved.

*Services and maintenance agreements* between AmazGame and Gamease between Gamespace and Guanyou Gamespace. Pursuant to these agreements, AmazGame and Gamespace, respectively, provide marketing, staffing, business operation and maintenance services to Gamease and Guanyou Gamespace, respectively, in exchange for a fee equal to the cost of providing such services plus a predetermined margin. Each agreement terminates only when AmazGame or Gamespace, as the case may be, is dissolved.

*Exclusive business cooperation agreement* between ICE Information and Shanghai ICE. This agreement sets forth the exclusive right of ICE Information to provide business support and technical services to Shanghai ICE. The agreement terminates only if ICE Information is dissolved.

*Exclusive technology consulting and services agreement* between ICE Information and Shanghai ICE. This agreement provides to ICE Information the exclusive right to provide technical consultation and other related services to Shanghai ICE in exchange for a fee equal to the balance of Shanghai ICE's gross income after deduction of related costs and expenses. The agreement terminates only if ICE Information is dissolved.

*Technology development and utilization agreement* between 7Road Technology and Shenzhen 7Road. Under this agreement, 7Road Technology has the exclusive right to provide product development and application services and technology support to Shenzhen 7Road for a fee based on Shenzhen 7Road's revenues, which fee can be adjusted by 7Road Technology at any time in its sole discretion. The fee is eliminated upon consolidation. This agreement will terminate if the existence of 7Road Technology or Shenzhen 7Road is terminated, by mutual agreement of the parties or upon failure to perform due to a force majeure event.

*Services and maintenance agreement* between 7Road Technology and Shenzhen 7Road. Pursuant to this agreement, 7Road Technology provides marketing and maintenance services to Shenzhen 7Road in exchange for a fee equal to the cost of providing such services plus a predetermined margin. This agreement will terminate if the existence of 7Road Technology or Shenzhen 7Road is terminated, by mutual agreement of the parties or upon failure to perform due to a force majeure event.

*Exclusive Services agreement* between Beijing Baina Technology and Wuhan Baina Information. Beijing Baina Technology agrees to provide Wuhan Baina Information with technical services, business consulting, capital equipment lease, market consulting, integration of systems, research and development of products and maintenance of systems. Service fees are to be determined with reference to the specific services provided, based on a transfer pricing analysis.

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Certain of the contractual arrangements described above between the VIEs and the related wholly-owned subsidiaries of the Sohu Group are silent regarding renewals. However, because the VIEs are controlled by the Sohu Group through powers of attorney granted to the Sohu Group by the shareholders of the VIEs, the contractual arrangements can be, and are expected to be, renewed at the subsidiaries' election.

### ***VIE-Related Risks***

It is possible that the Sohu Group's operation of certain of its operations and businesses through VIEs could be found by PRC authorities to be in violation of PRC law and regulations prohibiting or restricting foreign ownership of companies that engage in such operations and businesses. While the Sohu Group's management considers the possibility of such a finding by PRC regulatory authorities under current law and regulations to be remote, on January 19, 2015, the Ministry of Commerce of the PRC, or (the "MOFCOM") released on its Website for public comment a proposed PRC law (the "Draft FIE Law") that appears to include VIEs within the scope of entities that could be considered to be foreign invested enterprises (or "FIEs") that would be subject to restrictions under existing PRC law on foreign investment in certain categories of industry. Specifically, the Draft FIE Law introduces the concept of "actual control" for determining whether an entity is considered to be an FIE. In addition to control through direct or indirect ownership or equity, the Draft FIE Law includes control through contractual arrangements within the definition of "actual control." If the Draft FIE Law is passed by the People's Congress of the PRC and goes into effect in its current form, these provisions regarding control through contractual arrangements could be construed to reach the Sohu Group's VIE arrangements, and as a result the Sohu Group's VIEs could become explicitly subject to the current restrictions on foreign investment in certain categories of industry. The Draft FIE Law includes provisions that would exempt from the definition of foreign invested enterprises entities where the ultimate controlling shareholders are either entities organized under PRC law or individuals who are PRC citizens. The Draft FIE Law is silent as to what type of enforcement action might be taken against existing VIEs that operate in restricted or prohibited industries and are not controlled by entities organized under PRC law or individuals who are PRC citizens. If a finding were made by PRC authorities, under existing law and regulations or under the Draft FIE Law if it becomes effective, that the Sohu Group's operation of certain of its operations and businesses through VIEs is prohibited, regulatory authorities with jurisdiction over the licensing and operation of such operations and businesses would have broad discretion in dealing with such a violation, including levying fines, confiscating the Sohu Group's income, revoking the business or operating licenses of the affected businesses, requiring the Sohu Group to restructure its ownership structure or operations, or requiring the Sohu Group to discontinue all or any portion of its operations. Any of these actions could cause significant disruption to the Sohu Group's business operations, and have a severe adverse impact on the Sohu Group's cash flows, financial position and operating performance.

In addition, it is possible that the contracts among the Sohu Group, the Sohu Group's VIEs and shareholders of its VIEs would not be enforceable in China if PRC government authorities or courts were to find that such contracts contravene PRC law and regulations or are otherwise not enforceable for public policy reasons. In the event that the Sohu Group was unable to enforce these contractual arrangements, the Sohu Group would not be able to exert effective control over the affected VIEs. Consequently, such VIE's results of operations, assets and liabilities would not be included in the Sohu Group's consolidated financial statements. If such were the case, the Sohu Group's cash flows, financial position and operating performance would be severely adversely affected. The Sohu Group's contractual arrangements with respect to its consolidated VIEs are in place. The Sohu Group's management believes that such contracts are enforceable, and considers the possibility remote that PRC regulatory authorities with jurisdiction over the Sohu Group's operations and contractual relationships would find the contracts to be unenforceable.

The Sohu Group's operations and businesses rely on the operations and businesses of its VIEs, which hold certain recognized and unrecognized revenue-producing assets. The recognized revenue-producing assets include goodwill and intangible assets acquired through business acquisitions. Goodwill primarily represents the expected synergies from combining an acquired business with the Sohu Group. Intangible assets acquired through business acquisitions mainly consist of customer relationships, non-compete agreements, user bases, copyrights, trademarks and developed technologies. Unrecognized revenue-producing assets mainly consist of licenses and intellectual property. Licenses include operations licenses, such as Internet information service licenses and licenses for providing content. Intellectual property developed by the Sohu Group mainly consists of patents, copyrights, trademarks, and domain names. The Sohu Group's operations and businesses may be adversely impacted if the Sohu Group loses the ability to use and enjoy assets held by these VIEs.

### ***VIEs Not Consolidated within the Sohu Group***

As of June 30, 2015, the Group had three VIEs which were not consolidated within the Sohu Group. Since the Sohu Group neither has the power to direct these VIEs' activities that will significantly impact their economic performance nor has the obligation to absorb losses of, or the right to receive benefits from, these VIEs that could potentially be significant to these VIEs, the Group is not the primary beneficiary and, accordingly, the Group recognizes the investments under the equity method or the cost method according to the share percentage the Group holds. In assessing the maximum exposure to a loss on the investments compared to the cost of its investment, the Sohu Group determined that it did not have further obligations exceeding the cost of the investments and that there were no terms of the investment arrangements that could require the Sohu Group to provide further financial support to the VIEs.



**10. Sohu.com Inc. Shareholders' Equity****Takeover Defense**

Sohu intends to adopt appropriate defensive measures in the future on a case by case basis as and to the extent that Sohu's Board of Directors determines that such measures are necessary or advisable to protect Sohu stockholder value in the face of any coercive takeover threats or to prevent an acquirer from gaining control of Sohu without offering fair and adequate price and terms.

**Treasury Stock**

Treasury stock consists of shares repurchased by Sohu.com Inc. that are no longer outstanding and are held by Sohu.com Inc. Treasury stock is accounted for under the cost method. For the six months ended June 30, 2015 and 2014, Sohu.com Inc. did not repurchase any shares of its common stock.

**Stock Incentive Plan**

Sohu (excluding Sohu Video), Sogou, Changyou, and Sohu Video have incentive plans, and prior to June 28, 2013 Road had an incentive plan, for the granting of share-based awards, including common stock or ordinary shares, share options, restricted shares and restricted share units, to their directors, management and other key employees.

*1) Sohu.com Inc. Share-based Awards*Sohu's 2000 Stock Incentive Plan

Sohu's 2000 Stock Incentive Plan (the "Sohu 2000 Stock Incentive Plan") provided for the issuance of up to 9,500,000 shares of common stock, including those issued pursuant to the exercise of share options and upon vesting and settlement of restricted share units. Most of these awards vest over a period of four years. The maximum term of any issued stock right under the Sohu 2000 Stock Incentive Plan is ten years from the grant date. The Sohu 2000 Stock Incentive Plan expired on January 24, 2010. As of the expiration date, 9,128,724 shares of common stock had been issued or were subject to issuance upon the vesting and exercise of share options or the vesting and settlement of restricted share units granted under the plan. A new plan (the "Sohu 2010 Stock Incentive Plan") was adopted by Sohu's shareholders on July 2, 2010.

For the three and six months ended June 30, 2015, there was no share-based compensation expense recognized for awards under the Sohu 2000 Stock Incentive Plan, as these awards were fully vested in 2014. For the three and six months ended June 30, 2014, total share-based compensation expense recognized for awards under the Sohu 2000 Stock Incentive Plan was nil and \$1.4 million, respectively.

*i) Summary of share option activity*

A summary of share option activity under the Sohu 2000 Stock Incentive Plan as of and for the six months ended June 30, 2015 is presented below:

<b>Options</b>	<b>Number Of Shares (in thousands)</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Remaining Contractual Life (Years)</b>	<b>Aggregate Intrinsic Value (1) (in thousands)</b>
Outstanding at January 1, 2015	110	\$ 19.20	0.41	\$ 3,737
Exercised	(104)	19.28		
Forfeited or expired	0			
Outstanding at June 30, 2015	6	17.79	0.11	253
Vested at June 30, 2015	6	17.79	0.11	253
Exercisable at June 30, 2015	6	17.79	0.11	253

Note (1): The aggregate intrinsic value in the preceding table represents the difference between Sohu's closing stock price of \$59.09 on June 30, 2015 and the exercise price of share options. The total intrinsic value of share options exercised for the six months ended June 30, 2015 was \$4.3 million.

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No options have been granted under Sohu's 2000 Stock Incentive Plan since 2006. No share-based compensation expense has been recognized for share options under Sohu's 2000 Stock Incentive Plan since 2010, as the requisite service periods for these share options had been completed by the end of 2009.

For the three and six months ended June 30, 2015, total cash received from the exercise of share options amounted to \$1.3 million and \$2.0 million, respectively. For the three and six months ended June 30, 2014, total cash received from the exercise of share options amounted to \$0.1 million and \$0.4 million, respectively.

### ii) Summary of restricted share unit activity

In 2015, there was no share-based compensation expense recognized for the restricted shares units under the Sohu 2000 Stock Incentive Plan as these awards were fully vested in the first quarter of 2014. For the three and six months ended June 30, 2014, total share-based compensation expense recognized for restricted share units was nil and \$1.4 million, respectively. The total fair value on their respective vesting dates of restricted share units that vested during the three and six months ended June 30, 2014 was nil and \$9.3 million, respectively.

### Sohu's 2010 Stock Incentive Plan

On July 2, 2010, the Company's shareholders adopted the Sohu 2010 Stock Incentive Plan, which provides for the issuance of up to 1,500,000 shares of common stock, including shares issued pursuant to the vesting and settlement of restricted share units and pursuant to the exercise of share options. The maximum term of any stock right granted under the Sohu 2010 Stock Incentive Plan is ten years from the grant date. The Sohu 2010 Stock Incentive Plan will expire on July 1, 2020. As of June 30, 2015, 292,844 shares were available for grant under the Sohu 2010 Stock Incentive Plan.

### i) Summary of share option activity

On February 7, 2015, the Company's Board of Directors approved the contractual grants of options for the purchase of an aggregate of 1,068,000 shares of common stock to the Company's management and key employees with nominal exercise prices of \$0.001. These awards are expected to vest and become exercisable in four equal installments over a period of four years, with each installment vesting upon satisfaction of a service period requirement and certain subjective performance targets. Because the grant date had not been established as of June 30, 2015, compensation expense was accrued beginning on the service inception date and will be re-measured based on the then-current fair value of the awards on each subsequent reporting date until the grant date is established. To determine the fair value of these share options, the public market price of the underlying shares at each reporting date was used and a binomial valuation model was applied.

For the three and six months ended June 30, 2015, total share-based compensation expense recognized for these share options was \$7.8 million and \$11.6 million, respectively.

### ii) Summary of restricted share unit activity

A summary of restricted share unit activity under the Sohu 2010 Stock Incentive Plan as of and for the six months ended June 30, 2015 is presented below:

<u>Restricted Share Units</u>	<u>Number of Units (in thousands)</u>	<u>Weighted-Average Grant-Date Fair Value</u>
Unvested at January 1, 2015	67	\$ 78.16
Granted	17	53.71
Vested	(6)	64.07
Forfeited	(8)	82.81
Unvested at June 30, 2015	70	72.91
Expected to vest after June 30, 2015	54	71.72

For the three and six months ended June 30, 2015, total share-based compensation expense recognized for restricted share units was \$0.6 million and \$1.2 million, respectively. For the three and six months ended June 30, 2014, total share-based compensation expense recognized for restricted share units was \$1.3 million and \$2.5 million, respectively.

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As of June 30, 2015, there was \$2.3 million unrecognized compensation expense related to unvested restricted share units. The expense is expected to be recognized over a weighted average period of 0.93 years. The total fair value on their respective vesting dates of restricted share units that vested during the three and six months ended June 30, 2015 was \$0.2 million and \$0.3 million, respectively. The total fair value on their respective vesting dates of restricted share units that vested during both the three months and the six months ended June 30, 2014 was nil.

### 3) Sogou Inc. Share-based Awards

#### Sogou 2010 Share Incentive Plan

Sogou adopted a share incentive plan on October 20, 2010. The number of Sogou ordinary shares issuable under the plan was 41,500,000 after an amendment that was effective August 22, 2014 (as amended, the “Sogou 2010 Share Incentive Plan”). Awards of share rights may be granted under the Sogou 2010 Share Incentive Plan to management and employees of Sogou and of any present or future parents or subsidiaries or variable interest entities of Sogou. The maximum term of any share right granted under the Sogou 2010 Share Incentive Plan is ten years from the grant date. The Sogou 2010 Share Incentive Plan will expire on October 19, 2020. As of June 30, 2015, Sogou had granted options for the purchase of 33,784,325 ordinary shares under the 2010 Sogou Share Incentive Plan.

Of the granted options for the purchase of 33,784,325 shares, options for the purchase of 25,314,325 shares will become vested and exercisable in four equal installments, with each installment vesting upon a service period requirement for management and key employees being met, as well as Sogou’s achievement of performance targets for the corresponding period. The performance target for each installment will be set at the beginning of each vesting period. Accordingly, for purposes of recognition of share-based compensation expense, each installment is considered to be granted as of that date. As of June 30, 2015, performance targets had been set for options for the purchase of 21,879,950 shares, subject to vesting upon service period requirements for management and key employees being met and Sogou’s achievement of performance targets and, accordingly, such options were considered granted for purposes of recognition of share-based compensation expense. As of June 30, 2015, options for the purchase of 21,428,375 shares had become vested and exercisable because both the service period and the performance requirements had been met, and of such vested options, options for the purchase of 15,319,755 shares had been exercised.

Of the granted share options, options for the purchase of 8,470,000 shares will become vested and exercisable in four or five equal installments, with (i) the first installment vesting upon Sogou’s completion of an IPO of its ordinary shares (“Sogou’s IPO”) and the expiration of all underwriters’ lockup periods applicable to Sogou’s IPO, and (ii) each of the three or four subsequent installments vesting on the first, second, third and, if applicable, fourth anniversary dates, respectively, of the closing of Sogou’s IPO. The completion of an IPO is considered to be a performance condition of the awards. An IPO is not considered to be probable until it is completed. Under ASC 718, compensation cost should be accrued if it is probable that the performance condition will be achieved and should not be accrued if it is not probable that the performance condition will be achieved. As a result, no compensation expense will be recognized related to these options until the completion of an IPO, and hence no share-based compensation expense was recognized for the three and six months ended June 30, 2015 for the options for the purchase of 8,470,000 shares that are subject to vesting upon completion of Sogou’s IPO.

On June 15, 2013, Sogou granted options for the purchase of 3,960,000 ordinary shares, which would have vested and become exercisable in four equal installments, with (i) the first installment vesting upon the first anniversary of the occurrence of either (each, an “Event”): (a) completion of Sogou’s IPO or (b) the consolidation of Sogou with or the acquisition of Sogou by another person or entity in a sale of all or substantially all of Sogou’s assets or shares, and (ii) each of the three subsequent installments vesting on the second, third and fourth anniversaries, respectively, of the occurrence of an Event. However, if there was no Event by June 15, 2015, all installments of the options would cease to vest and be cancelled. As there had not been an Event as of June 15, 2015, all of the options ceased to vest and were cancelled.

A summary of share option activity under the Sogou 2010 Stock Incentive Plan as of and for the six months ended June 30, 2015 is presented below:

<b>Options</b>	<b>Number Of Shares (in thousands)</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Remaining Contractual Life (Years)</b>
Outstanding at January 1, 2015	19,117	\$ 0.236	
Granted	0		
Exercised	(27)	0.001	
Forfeited or expired	(4,060)	0.001	
Outstanding at June 30, 2015	<u>15,030</u>	0.300	7.07
Vested at June 30, 2015 and expected to vest thereafter	<u>6,331</u>		
Exercisable at June 30, 2015	<u>6,109</u>		

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For the three and six months ended June 30, 2015, total share-based compensation expense recognized for share options under the Sogou 2010 Share Incentive Plan was \$1.1 million and \$3.9 million, respectively. For the three and six months ended June 30, 2014, total share-based compensation expense recognized for share options under the Sogou 2010 Share Incentive Plan was \$539,000 and \$922,000, respectively.

As of June 30, 2015, there was \$0.1 million in unrecognized compensation expenses related to the unvested share options. The expense is expected to be recognized over a weighted average period of 0.31 years.

The fair value of the ordinary shares of Sogou was assessed using the income approach /discounted cash flow method, with a discount for lack of marketability, given that the shares underlying the award were not publicly traded at the time of grant, and was determined with the assistance of a qualified professional appraiser using management's estimates and assumptions. This assessment required complex and subjective judgments regarding Sogou's projected financial and operating results, its unique business risks, the liquidity of its ordinary shares and its operating history and prospects at the time the grants were made.

The fair value of the options granted to Sogou management and key employees was estimated on the date of grant using the Binomial option—pricing model (the "BP Model") with the following assumptions used:

<b>Granted to Employees</b>	<b>2015</b>
Average risk-free interest rate	2.62%~3.05%
Exercise multiple	2~3
Expected forfeiture rate (post-vesting)	0%~12%
Weighted average expected option life	7
Volatility rate	49%~54%
Dividend yield	0%
Fair value	5.85~6.35

Sogou estimated the risk-free rate based on the market yields of U.S. Treasury securities with an estimated country-risk differential as of the valuation date. An exercise multiple was estimated as the ratio of the fair value of the shares over the exercise price as of the time the option is exercised, based on consideration of research studies regarding exercise patterns based on historical statistical data. In Sogou's valuation analysis, a multiple of two was applied for employees and a multiple of three was applied for management. Sogou estimated the forfeiture rate to be 0% or 1% for Sogou management's share options granted as of June 30, 2015 and 12% for Sogou employees' share options granted as of June 30, 2015. The life of the share options is the contract life of the option. Based on the option agreement, the contract life of the option is 10 years. The expected volatility at the valuation date was estimated based on the historical volatility of comparable companies for the period before the grant date with length commensurate with the expected term of the options. Sogou has no history or expectation of paying dividends on its ordinary shares. Accordingly, the dividend yield is estimated to be 0%.

### Sohu Management Sogou Share Option Arrangement

Under an arrangement providing for Sogou share-based awards to be available for grants to members of Sohu's Board of Directors, management and other key employees ("Sohu Management Sogou Share Option Arrangement"), which was approved by the boards of directors of Sohu and Sogou in March 2011, Sohu has the right to provide to members of Sohu' Board of Directors, management and other key employees the opportunity to purchase from Sohu up to 12,000,000 ordinary shares of Sogou at a fixed exercise price of \$0.625 or \$0.001 per share. Of these 12,000,000 ordinary shares, 8,800,000 are Sogou ordinary shares previously held by Sohu and 3,200,000 are Sogou ordinary shares that were newly-issued on April 14, 2011 by Sogou to Sohu at a price of \$0.625 per share, or a total of \$2.0 million. As of June 30, 2015, Sohu had granted options for the purchase of 10,724,500 Sogou ordinary shares to members of Sohu' Board of Directors, management and other key employees under the Sohu Management Sogou Share Option Arrangement.

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Of the granted options for the purchase of 10,724,500 shares, options for the purchase of 8,309,500 shares will become vested and exercisable in four equal installments, with each installment vesting upon a service period requirement for Sohu's management and key employees being met, as well as Sogou's achievement of performance targets for the corresponding period. Options for the purchase of 15,000 shares granted to members of Sohu's Board of Directors will become vested and exercisable upon a service period requirement being met. The performance target for each installment will be set at the beginning of each vesting period. Accordingly, for purposes of recognition of share-based compensation expense, each installment is considered to be granted as of that date. As of June 30, 2015, performance targets had been set for options for the purchase of 8,154,500 shares vesting upon service period requirements for Sohu's management and key employees being met and Sogou's achievement of performance targets and, accordingly, such share options were considered granted. As of June 30, 2015, options for the purchase of 8,064,740 shares had become vested and exercisable because both the service period and the performance requirements had been met, and vested options for the purchase of 6,407,000 shares had been exercised.

The remaining options for the purchase of 2,400,000 shares will become vested and exercisable in five equal installments, with (i) the first installment vesting upon Sogou's IPO and the expiration of all underwriters' lockup periods applicable to the IPO, and (ii) each of the four subsequent installments vesting on the first, second, third and fourth anniversary dates, respectively, of the closing of Sogou's IPO. All installments of the options for the purchase of 2,400,000 shares that are subject to vesting upon the completion of Sogou's IPO were considered granted upon the issuance of the options. The completion of a firm commitment IPO is considered to be a performance condition of the awards. An IPO event is not considered to be probable until it is completed. Under ASC 718, compensation cost should be accrued if it is probable that the performance condition will be achieved and should not be accrued if it is not probable that the performance condition will be achieved. As a result, no compensation expense will be recognized related to these options until the completion of an IPO, and hence no share-based compensation expense was recognized for the three and six months ended June 30, 2015 for these options for the purchase of 2,400,000 shares.

A summary of share option activity as of and for the six months ended June 30, 2015 is presented below:

<u>Options</u>	<u>Number Of Shares (in thousands)</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Life (Years)</u>
Outstanding at January 1, 2015	4,165	\$ 0.625	
Granted	15	0.001	
Exercised	(11)	0.625	
Forfeited or expired	(6)	0.625	
Outstanding at June 30, 2015	4,163	0.623	6.96
Vested at June 30, 2015 and expected to vest thereafter	1,658		
Exercisable at June 30, 2015	1,658		

For the three and six months ended June 30, 2015, total share-based compensation expense recognized for share options under the Sohu Management Sogou Share Option Arrangement was \$0.1 million and \$0.7 million, respectively. For both the three and six months ended June 30, 2014, total share-based compensation expense recognized for share options under the Sohu Management Sogou Share Option Arrangement was \$1.3 million.

As of June 30, 2015, there were \$0.1 million unrecognized compensation expenses related to the unvested share options. The expense is expected to be recognized over a weighted average period of 0.38 years.

The method used to determine the fair value of share options granted to members of Sohu's Board of Directors and to Sohu's executive officers and other employees was the same as the method used for the share options granted to Sogou's management and key employees as described above, except for the assumptions used in the BP Model as presented below:

<u>Granted to Employees</u>	<u>2015</u>
Average risk-free interest rate	2.62%~3.01%
Exercise multiple	2~3
Expected forfeiture rate (post-vesting)	0%~8%
Weighted average expected option life	7
Volatility rate	52%~54%
Dividend yield	0%
Fair value	5.23~7.03

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### Option Modification

In the first and second quarter of 2013, a portion of the share options granted under the Sogou 2010 Share Incentive Plan and the Sohu Management Sogou Share Option Arrangement were exercised early, and the resulting Sogou ordinary shares were transferred to trusts with the original option grantees as beneficiaries. The trusts will distribute the shares to those beneficiaries in installments based on the vesting requirements under the original option agreements. Although these trust arrangements caused a modification of the terms of these share options, the modification was not considered substantive. Accordingly, no incremental fair value related to these shares resulted from the modification, and the remaining share-based compensation expense for these shares will continue to be recognized over the original remaining vesting period.

As of June 30, 2015, options for the purchase of 15,320,000 shares granted under the Sogou 2010 Share Incentive Plan and options for the purchase of 612,500 shares granted under the Sohu Management Sogou Share Option Arrangement, or options for the purchase of a total of 15,932,500 shares, had been exercised early but had not been distributed to the beneficiaries of the trusts. All of the early-exercised shares that were distributed to those beneficiaries by the trusts in accordance with the vesting requirements under the original option agreements have been included in the disclosures under the headings “Sogou 2010 Share Incentive Plan” and “Share-based Awards to Sohu Management” above.

### Tencent Share-based Awards Granted to Employees Who Transferred to Sogou with Soso Search-related Businesses

Certain persons who became Sogou employees when Tencent’s Soso search-related businesses were transferred to Sogou on September 16, 2013 had been granted restricted share units under Tencent’s share award arrangements prior to the transfer of the businesses to Sogou. These Tencent restricted share units will continue to vest under the original Tencent share award arrangements provided the transferred employees continue to be employed by Sogou during the requisite service period. After the transfer of the Soso search-related businesses to Sogou, Sogou applied the guidance in ASC 505-50 to measure the related compensation expense, based on the then-current fair value at each reporting date, which is deemed to have been incurred by Tencent as an investor on Sogou’s behalf. To determine the then-current fair value of the Tencent restricted share units granted to these employees, the public market price of the underlying shares at each reporting date was applied. Because Sogou is not required to reimburse Tencent for such share-based compensation expense, the related amount was recorded by Sogou as a capital contribution from Tencent.

As of June 30, 2015, unvested Tencent restricted share unit awards held by these employees provided for the issuance of up to 408,800 ordinary shares of Tencent, taking into consideration a five-for-one split of Tencent’s shares that became effective in May 2014. Share-based compensation expense of \$0.9 million and \$2.4 million related to these Tencent restricted share units was recognized in the Group’s consolidated statements of comprehensive income for the three and six months ended June 30, 2015. As of June 30, 2015, there was \$2.1 million of unrecognized compensation expense related to these unvested restricted share units. This amount is expected to be recognized over a weighted average period of 2.38 years.

### *3) Changyou.com Limited Share-based Awards*

#### Changyou’s 2008 Share Incentive Plan

Changyou’s 2008 Share Incentive Plan (the “Changyou 2008 Share Incentive Plan”) originally provided for the issuance of up to 2,000,000 ordinary shares, including ordinary shares issued pursuant to the exercise of share options and upon vesting and settlement of restricted share units. The 2,000,000 reserved shares became 20,000,000 ordinary shares in March 2009 when Changyou effected a ten-for-one share split of its ordinary shares. Most of the awards granted under the Changyou 2008 Share Incentive Plan vest over a period of four years. The maximum term of any share right granted under the Changyou 2008 Share Incentive Plan is ten years from the grant date. The Changyou 2008 Share Incentive Plan will expire in August 2018.

Through June 30, 2015, Changyou had granted under the Changyou 2008 Share Incentive Plan 15,000,000 ordinary shares to its former chief executive officer Tao Wang, through Prominence Investments Ltd., which is an entity that may be deemed under applicable rules of the Securities and Exchange Commission to be beneficially owned by Tao Wang. As of June 30, 2015, Changyou had also granted under the Changyou 2008 Share Incentive Plan restricted share units, settleable upon vesting by the issuance of an aggregate of 4,664,598 ordinary shares, to certain members of its management other than Tao Wang, and certain other Changyou employees.

For the three and six months ended June 30, 2015, total share-based compensation expense recognized for awards under the Changyou 2008 Share Incentive Plan was \$31,000 and negative \$11,000, respectively. The negative \$11,000 resulted from Changyou’s reversal of share-based compensation expense for restricted share units that were cancelled during the first quarter of 2015 due to termination of employment prior to vesting. For the three and six months ended June 30, 2014, total share-based compensation expense recognized for awards under the Changyou 2008 Share Incentive Plan was \$0.5 million and \$0.7 million, respectively.

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### i) Share-based Awards granted before Changyou's IPO

All of the restricted ordinary shares and restricted share units granted before Changyou's IPO became vested in 2012 and 2013, respectively. Hence there was no share-based compensation expense recognized with respect to such restricted ordinary shares and restricted share units since their respective vesting dates.

### ii) Share-based Awards granted after Changyou's IPO

Through June 30, 2015, in addition to the share-based awards granted before Changyou's IPO, Changyou had granted restricted share units, settleable upon vesting with the issuance of an aggregate of 1,631,726 ordinary shares, to certain members of its management other than Tao Wang and to certain of its other employees. These restricted share units are subject to vesting over a four-year period commencing on their grant dates. Share-based compensation expense for such restricted share units is recognized on an accelerated basis over the requisite service period. The fair value of restricted share units was determined based on the market price of Changyou's ADSs on the grant date.

A summary of activity for these restricted share units as of and for the six months ended June 30, 2015 is presented below:

<b>Restricted Share Units</b>	<b>Number of Units (in thousands)</b>	<b>Weighted-Average Grant-Date Fair Value</b>
Unvested at January 1, 2015	220	\$ 14.09
Granted	0	
Vested	(47)	14.92
Forfeited	(54)	14.12
Unvested at June 30, 2015	119	13.75
Expected to vest after June 30, 2015	113	13.77

For the three and six months ended June 30, 2015, total share-based compensation expense recognized for the above restricted share units was \$31,000 and negative \$11,000, respectively. The negative \$11,000 resulted from Changyou's true-up of share-based compensation expense for forfeited restricted share units that would have become fully vested during the first quarter of 2015. For the three and six months ended June 30, 2014, total share-based compensation expense recognized for the above restricted share units was \$0.5 million and \$0.7 million, respectively.

As of June 30, 2015, there was \$0.7 million of unrecognized compensation expense related to these unvested restricted share units. The expense is expected to be recognized over a weighted average period of 1.03 years. The total fair value of these restricted share units vested during the three and six months ended June 30, 2015 was \$0.4 million and \$0.7 million, respectively. The total fair value of these restricted share units vested during the three and six months ended June 30, 2014 was \$0.01 million and \$0.44 million, respectively.

### Changyou 2014 Share Incentive Plan

On June 27, 2014, Changyou reserved 2,000,000 of its Class A ordinary shares under the Changyou.com Limited 2014 Share Incentive Plan (the "Changyou 2014 Share Incentive Plan") for the purpose of making share incentive awards to certain members of its management and key employees. On November 2, 2014, the number of Class A ordinary shares reserved under the Changyou 2014 Share Incentive Plan increased from 2,000,000 to 6,000,000. As of June 30, 2015, 1,602,000 shares were available for grant under the Changyou 2014 Share Incentive Plan.

### i) Summary of share option activity

On November 2, 2014, Changyou approved the contractual grant of an aggregate of 2,416,000 Class A restricted share units to certain members of its management and certain other employees. On February 16, 2015, Changyou's Board of Directors approved the conversion of 2,400,000 of these Class A restricted share units into options for the purchase of Class A ordinary shares at an exercise price of \$0.01. On June 1, 2015, Changyou's Board of Directors approved the legal grant of options for the purchase of an aggregate of 1,998,000 Class A restricted share units to certain members of its management and certain other employees at an exercise price of \$0.01.

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These options provide for vesting in four equal installments over a period of four years, with each installment vesting upon satisfaction of a service period requirement and the achievement of certain subjective performance targets. The grant date had not been established as of June 30, 2015, because a mutual understanding had not been reached between Changyou and the recipients clarifying the subjective performance requirements. Compensation expense for these options is accrued commencing on the service inception date and is re-measured based on the then-current fair value of the options on each subsequent reporting date until the grant date is established. To determine the fair value of these share options, the public market price of the underlying shares at each reporting date was used and a binomial valuation model was applied.

For the three and six months ended June 30, 2015, share-based compensation expense recognized for these share options under the Changyou 2014 Share Incentive Plan was \$7.1 million and \$11.0 million, respectively.

### ii) Summary of restricted share unit activity

As of June 30, 2015, Changyou had contractually granted under the 2014 Share Incentive Plan an aggregate of 16,000 Class A restricted share units to an employee. These Class A restricted share units are subject to vesting over a four-year period commencing on their grant dates. The fair values as of the grant dates of the restricted share units were determined based on market price of Changyou's ADSs on the grant dates.

A summary of activity for these restricted share units as of and for the six months ended June 30, 2015 is presented below:

<b>Restricted Share Units</b>	<b>Number of Units (in thousands)</b>	<b>Weighted-Average Grant-Date Fair Value</b>
Unvested at January 1, 2015	16	\$ 12.64
Granted	0	
Vested	0	
Forfeited	(16)	12.64
Unvested at June 30, 2015	0	
Expected to vest after June 30, 2015	0	

For both the three and six months ended June 30, 2015, share-based compensation expense recognized for these restricted share units under the Changyou 2014 Share Incentive Plan was negative \$43,000 and negative \$17,000, respectively, due to termination of employment during the second quarter of 2015, prior to vesting. As of June 30, 2015, there was no unrecognized compensation expense for these restricted share units, as all of them had been forfeited.

### 4) Sohu Video Share-based Awards

On January 4, 2012, Sohu Video adopted the Video 2011 Share Incentive Plan, under which 25,000,000 ordinary shares of Sohu Video are reserved for the purpose of making share incentive awards to management and key employees of Sohu Video and to Sohu management. The maximum term of any share incentive award granted under the Video 2011 Share Incentive Plan is ten years from the grant date. The Video 2011 Share Incentive Plan will expire on January 3, 2021. As of June 30, 2015, grants of options for the purchase of 16,368,200 ordinary shares of Sohu Video had been contractually made under the Video 2011 Share Incentive Plan, and options for the purchase of 4,972,800 ordinary shares were vested.

For the three and six months ended June 30, 2015, total share-based compensation expense recognized for vested options under the Video 2011 Share Incentive Plan was \$0.9 million and \$0.1 million, respectively. For both the three and six months ended June 30, 2014, total share-based compensation expense recognized for vested options under the Video 2011 Share Incentive Plan was \$4.2 million.

The fair value of the options contractually granted to management and key employees of Sohu Video and to Sohu management was estimated on the reporting date using the BP Model, with the following assumptions used:

<b>Assumptions Adopted</b>	<b>2015</b>
Average risk-free interest rate	2.58%
Exercise multiple	2.8
Expected forfeiture rate (post-vesting)	10%
Weighted average expected option life	6.5
Volatility rate	58.1%
Dividend yield	0%
Fair value	0.83



5) *7Road Share-based Awards*

See Note 3—Share-based Compensation Expense.

**11. Changyou Share Repurchase**

On July 27, 2013, Changyou’s Board of Directors authorized a share repurchase program of up to \$100 million of the outstanding ADSs of Changyou over a two-year period from July 27, 2013 to July 26, 2015.

During the six months ended June 30, 2015, Changyou repurchased under the share repurchase program 52,446 of its ADSs, representing 104,892 ordinary shares, at an aggregate cost of approximately \$1.33 million. As of June 30, 2015, Changyou had repurchased under the share repurchase program 807,246 of its ADSs, representing 1,614,492 ordinary shares, at an aggregate cost of approximately \$22.1 million.

**12. Sogou Transactions**

On October 22, 2010, Sogou issued and sold 24.0 million, 14.4 million and 38.4 million, respectively, of its newly-issued Series A Preferred Shares to Alibaba Investment Limited, a subsidiary of Alibaba Group Holding Limited (“Alibaba”); China Web; and Photon for \$15 million, \$9 million, and \$24 million, respectively. On June 29, 2012, Sohu purchased Alibaba’s 24.0 million Sogou Series A Preferred Shares for a purchase price of \$25.8 million.

On September 16, 2013, Sogou entered into a series of agreements with Tencent, Sohu Search and Photon pursuant to which Sogou issued Series B Preferred Shares and Class B Ordinary Shares to Tencent for a net amount of \$448 million in cash and Tencent transferred its Soso search-related businesses and certain other assets to Sogou (collectively, the “Sogou-Tencent Transactions”). Also on that date, Sogou entered into Repurchase Option Agreements with Sohu Search and Photon, and a Repurchase/Put Option Agreement with China Web, with respect to all of the Series A Preferred Shares of Sogou held by Sohu Search and China Web, and a portion of the Series A Preferred Shares of Sogou held by Photon. Also on that date, Sogou, Sohu Search, Photon, Mr. Xiaochuan Wang, four other members of Sogou’s management (collectively, the “Sohu Parties”) and Tencent entered into a Shareholders Agreement (the “Shareholders Agreement”) under which the parties agreed to vote their Sogou shares in all elections of directors to elect three designees of Sohu Search and two designees of Tencent.

On September 17, 2013, Sogou paid a special dividend to the three holders of Series A Preferred Shares of Sogou in the aggregate amount of \$300.9 million, of which Sohu Search received \$161.2 million, Photon received \$43.0 million, and China Web received \$96.7 million.

On December 2, 2013, Tencent invested \$1.5 million in cash in Sogou Information, which is a VIE of Sogou, as additional consideration in connection with the Sogou-Tencent Transactions, in return for a 45% equity interest in Sogou Information. Through a share pledge agreement and an exclusive equity interest purchase right agreement between Tencent and Sogou Technology, and similar agreements between the other two shareholders of Sogou Information, Sogou Technology controls all shareholder voting rights in Sogou Information, has the power to direct the activities of Sogou Information, and is the primary beneficiary of Sogou Information, and Tencent and the other two shareholders of Sogou Information act as Sohu Technology’s nominees.

On March 24, 2014, Sogou purchased from China Web, pursuant to the Repurchase/Put Option Agreement between Sogou and China Web, 14.4 million Series A Preferred Shares of Sogou, for an aggregate purchase price of \$47.3 million.

In June 2014, Sogou repurchased approximately 4.2 million of its Class A Ordinary Shares from noncontrolling shareholders, a majority of whom were employees of the Group, for an aggregate purchase price of \$41.6 million.

Pursuant to the Shareholders Agreement, the Sohu Group will hold approximately 52% of the total voting power and control the election of the Board of Directors of Sogou, assuming that the remaining repurchase options are exercised, Tencent’s non-voting Class B Ordinary Shares are converted to voting shares, and all share options under the Sogou 2010 Share Incentive Plan and all share options under the Sohu Management Sogou Share Option Arrangement are granted and exercised. As Sohu.com Inc. is the controlling shareholder of Sogou, Sohu.com Inc. consolidates Sogou in the Group’s consolidated financial statements, and recognizes noncontrolling interest reflecting economic interests in Sogou held by shareholders other than Sohu.com Inc.

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### *Sohu's Shareholding in Sogou*

As of June 30, 2015, Sogou had outstanding a combined total of 357,471,338 ordinary shares and preferred shares held as follows:

- (i) Sohu.com Inc.:  
132,806,250 Class A Ordinary Shares and 24,000,000 Series A Preferred Shares. Of the Class A Ordinary Shares, 5,606,250 shares are subject to purchase from Sohu.com Inc. under options held by Sohu management and key employees. All of the 24,000,000 Series A Preferred Shares are subject to repurchase by Sogou commencing March 16, 2014;
- (ii) Photon:  
38,400,000 Series A Preferred Shares, of which 6,400,000 are subject to repurchase by Sogou commencing March 16, 2014;
- (iii) Tencent:  
6,757,875 Class A Ordinary Shares, 65,431,579 Series B Preferred Shares and 79,368,421 non-voting Class B Ordinary Shares; and
- (iv) Various employees of Sogou and Sohu: 10,707,213 Class A Ordinary Shares.

Because no ordinary shares will be issued with respect to share options granted by Sogou until they are vested and exercised, share options granted by Sogou that have not vested and vested share options that have not yet been exercised are not included as outstanding shares of Sogou and have no impact on the Sohu Group's basic net income per share. Unvested share options with performance targets achieved and vested share options that have not yet been exercised do, however, have a dilutive impact on the Sohu Group's dilutive net income per share. See Note 14—Net Income/(Loss) per Share.

### *Terms of Sogou Preferred Shares*

In connection with the Sogou-Tencent Transactions, Sogou's shareholders adopted a Fifth Amended and Restated Memorandum of Association and Second Amended and Restated Articles of Association (together, the "Revised Sogou Memorandum and Articles"), which became effective on September 16, 2013. The following is a summary of some of the key terms of the Sogou Series A Preferred Shares and Series B Preferred Shares (collectively, the "Sogou Preferred Shares") under the Revised Sogou Memorandum and Articles.

### Dividend Rights

Sogou may not declare or pay dividends on its Class A Ordinary Shares or Class B Ordinary Shares (collectively, "Ordinary Shares") unless the holders of the Sogou Preferred Shares then outstanding first receive a dividend on each outstanding Preferred Share in an amount at least equal to the sum of (i) the dividends that would have been payable to the holder of such Preferred Share if such share had been converted into Ordinary Shares, at the then-applicable conversion rate, immediately prior to the record date for such dividend, and (ii) all accrued and unpaid Accruing Dividends. "Accruing Dividends" are calculated from the date of issuance of the Series A Preferred Shares at the rate per annum of \$0.0375 per Series A Preferred Share and from the date of issuance of the Series B Preferred Shares at the rate per annum of \$0.411 per Series B Preferred Share.

### Liquidation Rights

In the event of any "Liquidation Event," such as the liquidation, dissolution or winding up of Sogou, a merger or consolidation of Sogou resulting in a change of control, the sale of substantially all of Sogou's assets or similar events, the holders of Series B Preferred Shares are entitled to receive an amount per share equal to the greater of (i) \$6.847 plus any unpaid Accruing Dividends or (ii) such amount per share as would have been payable if the Series B Preferred Shares had been converted into Ordinary Shares prior the Liquidation Event, and holders of Series A Preferred Shares are entitled to receive, after payment to the holders of the Series B Preferred Shares but before any payment to holders of Ordinary Shares, an amount equal to the greater of (i) 1.3 times their original investment in the Series A Preferred Shares plus all accrued but unpaid Accruing Dividends or (ii) such amount per share as would be payable if the Series A Preferred Shares had been converted into Ordinary Shares immediately prior to the Liquidation Event.

### Redemption Rights

The Sogou Preferred Shares are not redeemable at the option of the holders.

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### Conversion Rights

Each Sogou Preferred Share is convertible, at the option of the holder, at any time, and without the payment of additional consideration by the holder. Each Sogou Preferred Share is convertible into such number of Class A Ordinary Shares as is determined, in the case of Series A Preferred Shares, by dividing \$0.625 by the then-effective conversion price for Series A Preferred Shares, which is initially \$0.625, and, in the case of Series B Preferred Shares, by dividing \$7.267 by the then-effective conversion price for Series B Preferred Shares, which is initially \$7.267. The conversion prices of the Sogou Preferred Shares are subject to adjustment on a weighted average basis upon the issuance of additional equity shares, or securities convertible into equity shares, at a price per share less than \$0.625, in the case of Series A Preferred Shares, or less than \$7.267, in the case of Series B Preferred Shares, subject to certain customary exceptions, such as shares issued pursuant to the Sogou 2010 Share Incentive Plan. Each Sogou Preferred Share will be automatically converted into Class A Ordinary Shares of Sogou upon the closing of a qualified IPO of Sogou based on the then-effective conversion ratio of such Sogou Preferred Share, which is currently one-for-one for both Series A Preferred Shares and Series B Preferred Shares.

### Voting Rights

Each holder of Sogou Preferred Shares is entitled to cast the number of votes equal to the number of Class A Ordinary Shares into which the Sogou Preferred Shares held by such holder are then convertible.

### Other Rights

The holders of Sogou Preferred Shares have various other rights typical of preferred share investments.

### Terms of Sogou Class A Ordinary Shares and Class B Ordinary Shares

The Class A Ordinary Shares and Class B Ordinary Shares have identical rights, except that Class B Ordinary Shares do not have voting rights unless the holders of at least a majority of the then outstanding Class B Ordinary Shares elect, by written notice to Sogou, to convert them into shares with voting rights.

## **13. Noncontrolling Interest**

The primary majority-owned subsidiaries and VIEs of the Sohu Group which are consolidated in its consolidated financial statements with noncontrolling interest recognized are Sogou and Changyou.

### ***Noncontrolling Interest for Sogou***

Since Sohu.com Inc. controls the election of the Board of Directors of Sogou, Sohu.com Inc. is Sogou's controlling shareholder. Therefore, Sogou's financial results have been consolidated with those of Sohu.com Inc. for all periods presented. To reflect the economic interest in Sogou held by shareholders other than Sohu.com Inc. (the "Sogou noncontrolling shareholders"), Sogou's net income /(loss) attributable to the Sogou noncontrolling shareholders is recorded as noncontrolling interest in the Sohu Group's consolidated statements of comprehensive income. Sogou's cumulative results of operations attributable to the Sogou noncontrolling shareholders, along with changes in shareholders' equity /(deficit) and adjustment for share-based compensation expense in relation to those share-based awards which are unvested and vested but not yet settled and the Sogou noncontrolling shareholders' investments in Sogou Preferred Shares and Ordinary Shares are accounted for as a noncontrolling interest classified as permanent equity in the Sohu Group's consolidated balance sheets, as the Sohu Group has the right to reject a redemption requested by the noncontrolling interest. These treatments are based on the terms governing investment, and on the terms of the classes of Sogou shares held, by the noncontrolling shareholders in Sogou.

By virtue of these terms, Sogou's losses have been and will be allocated in the following order:

- (i) net losses were allocated to holders of Sogou Class A Ordinary Shares and the holder of Sogou Class B Ordinary Shares until their basis in Sogou decreased to zero;
- (ii) additional net losses were allocated to holders of Sogou Series A Preferred Shares until their basis in Sogou decreased to zero;
- (iii) additional net losses will be allocated to the holder of Sogou Series B Preferred Shares until its basis in Sogou decreases to zero; and
- (iv) further net losses will be allocated between Sohu.com Inc. and noncontrolling shareholders based on their shareholding percentage in Sogou.

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Net income from Sogou has been, and future net income from Sogou will be, allocated in the following order:

- (i) net income will be allocated between Sohu.com Inc. and noncontrolling shareholders based on their shareholding percentage in Sogou until their basis in Sogou increases to zero;
- (ii) additional net income will be allocated to the holder of Sogou Series B Preferred Shares to bring its basis back;
- (iii) additional net income will be allocated to holders of Sogou Series A Preferred Shares to bring their basis back;
- (iv) further net income will be allocated to holders of Sogou Class A Ordinary Shares and the holder of Sogou Class B Ordinary Shares to bring their basis back; and
- (v) further net income will be allocated between Sohu.com Inc. and noncontrolling shareholders based on their shareholding percentage in Sogou.

### ***Noncontrolling Interest for Changyou***

As Sohu.com Inc. is Changyou's controlling shareholder, Changyou's financial results have been consolidated with those of Sohu.com Inc. for all periods presented. To reflect the economic interest in Changyou held by shareholders other than Sohu.com Inc. (the "Changyou noncontrolling shareholders"), Changyou's net income/(loss) attributable to the Changyou noncontrolling shareholders is recorded as noncontrolling interest in the Sohu Group's consolidated statements of comprehensive income, based on their share of the economic interest in Changyou. Changyou's cumulative results of operations attributable to the Changyou noncontrolling shareholders, along with changes in shareholders' equity, adjustment for share-based compensation expense in relation to those share-based awards which are unvested and vested but not yet settled and adjustment for changes in Sohu.com Inc.'s ownership in Changyou, are recorded as noncontrolling interest in the Sohu Group's consolidated balance sheets.

### ***Noncontrolling Interest in the Consolidated Balance Sheets***

As of June 30, 2015 and December 31, 2014, noncontrolling interest in the consolidated balance sheets was \$566.5 million and \$487.2 million, respectively.

	As of	
	December 31, 2014 (in thousands)	June 30, 2015 (in thousands)
Sogou	\$ 145,538	\$ 188,511
Changyou	341,707	378,018
<b>Total</b>	<b>\$ 487,245</b>	<b>\$ 566,529</b>

### ***Noncontrolling Interest of Sogou***

As of June 30, 2015 and December 31, 2014, noncontrolling interest of Sogou of \$188.5 million and \$145.5 million, respectively, was recognized in the Sohu Group's consolidated balance sheets, representing Sogou's cumulative results of operations attributable to shareholders other than Sohu.com Inc.; Sogou's share-based compensation expense; the investments of shareholders other than Sohu.com Inc. in Preferred Shares and Ordinary Shares of Sogou; the repurchase of Sogou Series A Preferred Shares from China Web on March 24, 2014; and Sogou's repurchase of Class A Ordinary Shares from noncontrolling shareholders in June 2014.

### ***Noncontrolling Interest of Changyou***

As of June 30, 2015 and December 31, 2014, noncontrolling interest of Changyou of \$378.0 million and \$341.7 million, respectively, was recognized in the Sohu Group's consolidated balance sheets, representing as of both dates a 32% economic interest in Changyou's net assets held by shareholders other than Sohu.com Inc. and reflecting the reclassification of Changyou's share-based compensation expense from shareholders' additional paid-in capital to noncontrolling interest.

**Noncontrolling Interest in the Consolidated Statements of Comprehensive Income**

For the three and six months ended June 30, 2015, net income attributable to the noncontrolling interest in the consolidated statements of comprehensive income was \$38.7 million and \$65.2 million, respectively, compared to a net loss attributable to the noncontrolling interest of \$9.4 million and \$14.4 million, respectively, for the three and six months ended June 30, 2014.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2015	2014	2015
Sogou	\$(9,853)	\$25,869	\$ (8,735)	\$38,282
Changyou	222	12,813	(6,408)	26,921
Others	188	0	765	0
Total	<u>\$(9,443)</u>	<u>\$38,682</u>	<u>\$(14,378)</u>	<u>\$65,203</u>

**Noncontrolling Interest of Sogou**

For the three months ended June 30, 2015 and 2014, \$25.9 million in net income attributable to the noncontrolling interest of Sogou and a \$9.9 million net loss attributable to the noncontrolling interest of Sogou, respectively, was recognized in the Sohu Group's consolidated statements of comprehensive income/(loss), representing Sogou's net income/(loss) attributable to shareholders other than Sohu.com Inc.

**Noncontrolling Interest of Changyou**

For the three months ended June 30, 2015 and 2014, \$12.8 million and \$0.2 million, respectively, net income attributable to the noncontrolling interest of Changyou, representing the 32% economic interest in Changyou attributable to shareholders other than Sohu.com Inc. for both periods, was recognized in the Sohu Group's consolidated statements of comprehensive income.

**14. Net Income/(Loss) per Share**

Basic net income/(loss) per share is computed using the weighted average number of common shares outstanding during the period. Diluted net income/(loss) per share is computed using the weighted average number of common shares and, if dilutive, potential common shares outstanding during the period. Potential common shares comprise shares issuable upon the exercise or settlement of share-based awards using the treasury stock method. The dilutive effect of share-based awards with performance requirements is not considered before the performance targets are actually met. The computation of diluted net income/(loss) per share does not assume conversion, exercise, or contingent issuance of securities that would have an anti-dilutive effect (i.e. an increase in earnings per share amounts or a decrease in loss per share amounts) on net income/(loss) per share. For the three and six months ended June 30, 2015, 72,000 and 80,000, respectively, common shares potentially issuable upon the exercise or settlement of share-based awards using the treasury stock method were anti-dilutive and excluded from the denominator for calculation of diluted net loss per share.

Additionally, for purposes of calculating the numerator of diluted net income/(loss) per share, the net income/(loss) attributable to Sohu.com Inc. is adjusted as follows. The adjustment will not be made if there is an anti-dilutive effect.

- (1) Sogou's net income/(loss) attributable to Sohu.com Inc. is determined using the percentage that the weighted average number of Sogou shares held by Sohu.com Inc. represents of the weighted average number of Sogou Preferred Shares and Ordinary Shares, shares issuable upon the conversion of convertible preferred shares under the if-converted method, and shares issuable upon the exercise or settlement of share-based awards under the treasury stock method, and is not determined by allocating Sogou's net income/(loss) to Sohu.com Inc. using the methodology for the calculation of net income/(loss) attributable to the Sogou noncontrolling shareholders discussed in Note 13—Noncontrolling Interest.

In the calculation of Sohu.com Inc.'s diluted net income/(loss) per share, assuming a dilutive effect, the percentage of Sohu.com Inc.'s shareholding in Sogou was calculated by treating convertible preferred shares issued by Sogou as having been converted at the beginning of the period and unvested share options with the performance targets achieved as well as vested but unexercised share options as having been exercised during the period. The dilutive effect of share-based awards with a performance requirement was not considered before the performance targets were actually met. The effect of this calculation is presented as "incremental dilution from Sogou" in the table below. Assuming an anti-dilutive effect, all of these Sogou shares and share options are excluded from the calculation of Sohu.com Inc.'s diluted income/(loss) per share. As a result, Sogou's net income/(loss) attributable to Sohu.com Inc. on a diluted basis equals the number used for the calculation of Sohu.com Inc.'s basic net income/(loss) per share.

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For the three and six months ended June 30, 2015, all of these Sogou shares and share options had an anti-dilutive effect, and therefore were excluded from the calculation of Sohu.com Inc.'s diluted net loss per share, and "incremental dilution from Sogou" in the table below was zero.

- (2) Changyou's net income /(loss) attributable to Sohu.com Inc. is determined using the percentage that the weighted average number of Changyou shares held by Sohu.com Inc. represents of the weighted average number of Changyou ordinary shares and shares issuable upon the exercise or settlement of share-based awards under the treasury stock method, and not by using the percentage held by Sohu.com Inc. of the total economic interest in Changyou, which is used for the calculation of basic net income per share.

In the calculation of Sohu.com Inc.'s diluted net income /(loss) per share, assuming a dilutive effect, all of Changyou's existing unvested restricted share units, and vested restricted share units that have not yet been settled, are treated as vested and settled by Changyou under the treasury stock method, causing the percentage of the weighted average number of shares held by Sohu.com Inc. in Changyou to decrease. As a result, Changyou's net income /(loss) attributable to Sohu.com Inc. on a diluted basis decreased accordingly. The effect of this calculation is presented as "incremental dilution from Changyou" in the table below. Assuming an anti-dilutive effect, all of these Changyou restricted share units are excluded from the calculation of Sohu.com Inc.'s diluted net income /(loss) per share. As a result, Changyou's net income /(loss) attributable to Sohu.com Inc. on a diluted basis equals the number used for the calculation of Sohu.com Inc.'s basic net income /(loss) per share.

For the three and six months ended June 30, 2015, all of these Changyou restricted share units had a dilutive effect, and therefore were included in the calculation of Sohu.com Inc.'s diluted net loss per share. This impact is presented as "incremental dilution from Changyou" in the table below.

On March 24, 2014 Sogou purchased from China Web 14.4 million Series A Preferred Shares of Sogou for an aggregate purchase price of \$47.3 million. The transaction gave rise to a deemed dividend amounting to \$27.7 million, which was deemed to have been contributed by Sohu.com Inc., as a holder of ordinary shares of Sogou, for the difference between the price Sogou paid to China Web for the Series A Preferred Shares and the carrying amount of these 14.4 million Series A Preferred Shares in the Group's consolidated financial statements. This deemed dividend has been subtracted from net loss attributable to Sohu.com Inc. for the six months ended June 30, 2014 in the table below when calculating the basic and diluted net loss per share attributable to Sohu.com Inc.

The following table presents the calculation of Sohu.com Inc.'s basic and diluted net loss per share (in thousands, except per share data).

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2015	2014	2015
<b>Numerator:</b>				
Net loss attributable to Sohu.com Inc., basic (after subtracting the deemed dividend to noncontrolling Sogou Series A Preferred shareholders)	\$ (41,090)	\$ (27,199)	\$ (119,944)	\$ (58,319)
<b>Effect of dilutive securities:</b>				
Incremental dilution from Sogou	(3,416)	0	(2,170)	0
Incremental dilution from Changyou	(3)	(339)	0	(560)
Net loss attributable to Sohu.com Inc., diluted	<u>\$ (44,509)</u>	<u>\$ (27,538)</u>	<u>\$ (122,114)</u>	<u>\$ (58,879)</u>
<b>Denominator:</b>				
Weighted average basic common shares outstanding	38,475	38,587	38,443	38,556
<b>Effect of dilutive securities:</b>				
Share options and restricted share units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Weighted average diluted common shares outstanding	<u>38,475</u>	<u>38,587</u>	<u>38,443</u>	<u>38,556</u>
Basic net loss per share attributable to Sohu.com Inc.	<u>\$ (1.07)</u>	<u>\$ (0.70)</u>	<u>\$ (3.12)</u>	<u>\$ (1.51)</u>
Diluted net loss per share attributable to Sohu.com Inc.	<u>\$ (1.16)</u>	<u>\$ (0.71)</u>	<u>\$ (3.18)</u>	<u>\$ (1.53)</u>

## 15. Recently Issued Accounting Pronouncements

In February 2015, the FASB issued *Consolidation (Topic 810) — Amendments to the Consolidation Analysis*. The amendments in Topic 810 respond to stakeholders' concerns about the current accounting for consolidation of variable interest entities, by changing aspects of the analysis that a reporting entity must perform to determine whether it should consolidate such entities. Under the amendments, all reporting entities are within the scope of Subtopic 810-10, *Consolidation—Overall*, including limited partnerships and similar legal entities, unless a scope exception applies. The amendments are intended to be an improvement to current U.S. GAAP, as they simplify the codification of FASB Statement No. 167, *Amendments to FASB Interpretation No. 46(R)*, with changes including reducing the number of consolidation models through the elimination of the indefinite deferral of Statement 167 and placing more emphasis on risk of loss when determining a controlling financial interest. The amendments are effective for publicly-traded companies for fiscal years beginning after December 15, 2015, and for interim periods within those fiscal years. Earlier adoption is permitted. The Group is currently evaluating the impact on its consolidated financial statements of adopting this guidance.

## 16. Subsequent Events

In July, 2015, Changyou repurchased under Changyou's share repurchase program (see Note 11- Changyou Share Repurchase) 557,600 ADSs, representing 1,115,200 ordinary shares, at an aggregate cost of approximately \$12.9 million. Changyou's share repurchase program expired on July 26, 2015. As of July 26, 2015, Changyou had repurchased under the share repurchase program an aggregate of 1,364,846 Changyou ADSs, representing 2,729,692 ordinary shares, at an aggregate cost of approximately \$35 million.

## ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

As used in this report, references to “us,” “we,” “our,” “our company,” “our Group,” the “Sohu Group,” the “Group,” and “Sohu.com” are to Sohu.com Inc. and, except where the context requires otherwise, our wholly-owned and majority-owned subsidiaries and variable interest entities (“VIEs”) Sohu.com Limited, Sohu.com (Hong Kong) Limited (“Sohu Hong Kong”), All Honest International Limited (“All Honest”), Sohu.com (Game) Limited (“Sohu Game”), Go2Map Inc., Sohu.com (Search) Limited (“Sohu Search”), Sogou Inc. (“Sogou”), Sogou (BVI) Limited (“Sogou BVI”), Sogou Hong Kong Limited (“Sogou HK”), Vast Creation Advertising Media Services Limited (“Vast Creation”), Fox Video Investment Holding Limited (“Video Investment”), Fox Video Limited (“Sohu Video”), Fox Video (HK) Limited (“Video HK”), Focus Investment Holding Limited, Sohu Focus Limited, Sohu Focus (HK) Limited, Beijing Sohu New Era Information Technology Co., Ltd. (“Sohu Era”), Beijing Sohu Software Technology Co., Ltd., Beijing Sohu Interactive Software Co., Ltd., Go2Map Software (Beijing) Co., Ltd., Beijing Sogou Technology Development Co., Ltd. (“Sogou Technology”), Beijing Sogou Network Technology Co., Ltd. (“Sogou Network”), Fox Information Technology (Tianjin) Limited (“Video Tianjin”), Beijing Sohu New Media Information Technology Co., Ltd. (“Sohu Media”), Beijing Focus Time Advertising Media Co., Ltd., Beijing Sohu New Momentum Information Technology Co., Ltd. (“Sohu New Momentum”), Beijing Century High Tech Investment Co., Ltd. (“High Century”), Beijing Heng Da Yi Tong Information Technology Co., Ltd. (“Heng Da Yi Tong”, formerly known as Beijing Sohu Entertainment Culture Media Co., Ltd.), Beijing Sohu Internet Information Service Co., Ltd. (“Sohu Internet”), Beijing GoodFeel Technology Co., Ltd., Beijing Sogou Information Service Co., Ltd. (“Sogou Information”), Beijing 21 East Culture Development Co., Ltd., Beijing Sohu Donglin Advertising Co., Ltd. (“Donglin”), Beijing Pilot New Era Advertising Co., Ltd. (“Pilot New Era”), Beijing Focus Yiju Network Information Technology Co., Ltd., SohuPay Science and Technology Co., Ltd., Beijing Sohu Dianjin Information Technology Co., Ltd., Beijing Yi He Jia Xun Information Technology Co., Ltd., Tianjin Jinhua Culture Development Co., Ltd. (“Tianjin Jinhua”), Guangzhou Qianjun Network Technology Co., Ltd. (“Guangzhou Qianjun”), Shenzhen Shi Ji Guang Su Information Technology Co., Ltd., Chengdu Sogou Easypay Technology Co., Ltd., Beijing Shi Ji Si Su Technology Co., Ltd., Beijing Intelligence World Network Technology Co., Ltd., Chongqing Qogir Enterprise Management Consulting Co., Ltd., SendCloud Technology Co., Ltd., Beijing Focus Interactive Information Service Co., Ltd., Beijing Focus Xin Gan Xian Information Technology Co., Ltd., Beijing Focus Real Estate Agency Co., Ltd. and our independently-listed majority-owned subsidiary Changyou.com Limited (“Changyou,” formerly known as TL Age Limited) as well as the following direct and indirect subsidiaries and VIEs of Changyou: Changyou.com (HK) Limited (“Changyou HK”) formerly known as TL Age Hong Kong Limited), Changyou.com Webgames (HK) Limited (“Changyou HK Webgames”), Changyou.com Gamepower (HK) Limited, ICE Entertainment (HK) Limited (“ICE HK”), Changyou.com Gamestar (HK) Limited, Changyou.com (US) LLC. (formerly known as AmazGame Entertainment (US) Inc.), Changyou.com (UK) Company Limited, Changyou My Sdn. Bhd, Changyou.com Korea Limited, Changyou.com India Private Limited, Changyou BİLİŞİM HİZMETLERİ TİCARET LİMİTED ŞİRKETİ, Kylie Enterprises Limited, Mobogarden Enterprises Limited, Heroic Vision Holdings Limited, TalkTalk Limited, RaidCall (HK) Limited, 7Road.com Limited (“7Road”), 7Road.com HK Limited (“7Road HK”), Changyou.com (TH) Limited, Changyou.com Rus Limited, PT.CHANGYOU TECHNOLOGY INDONESIA, Changyou Middle East FZ-LLC, Changyou.com Technology Brazil Desenvolvimento De Programas LTDA, Greative Entertainment Limited (formerly known as Greative Digital Limited), Glory Loop Limited (“Glory Loop”), MoboTap Inc. (“MoboTap”, a Cayman Islands company), MoboTap Inc. Limited (“MoboTap HK”), MoboTap Inc. (a Delaware corporation), Dolphin Browser Inc., TMobi Limited (formerly known as Muse Entertainment Limited), Dstore Technology Limited, Mobo Information Technology Pte. Ltd., Global Cool Limited, Beijing AmazGame Age Internet Technology Co., Ltd. (“AmazGame”), Beijing Changyou Gamespace Software Technology Co., Ltd. (“Gamespace”), ICE Information Technology (Shanghai) Co., Ltd. (“ICE Information”), Beijing Changyou RaidCall Internet Technology Co., Ltd. (“RaidCall”), Beijing Yang Fan Jing He Information Consulting Co., Ltd. (“Yang Fan Jing He”), Shanghai Jingmao Culture Communication Co., Ltd. (“Shanghai Jingmao”), Shanghai Hejin Data Consulting Co., Ltd., Beijing Changyou Jingmao Film & Culture Communication Co., Ltd. (“Beijing Jingmao”), Beijing Gamease Age Digital Technology Co., Ltd. (“Gamease”), Beijing Guanyou Gamespace Digital Technology Co., Ltd. (“Guanyou Gamespace”), Beijing Doyo Internet Technology Co., Ltd., Beijing Zhi Hui You Information Technology Co., Ltd., Shanghai ICE Information Technology Co., Ltd. (“Shanghai ICE”), Shenzhen 7Road Network Technologies Co., Ltd. (“7Road Technology”), Shenzhen 7Road Technology Co., Ltd. (“Shenzhen 7Road”), Beijing Changyou e-pay Co. Ltd., Beijing Changyou Aishouxin Ecological Technology Co., Ltd., Shenzhen Brilliant Imagination Technologies Co., Ltd., Fujian Changyou Huguang Electronic Technology Co., Ltd., Beijing Baina Information Technology Co., Ltd., Baina Zhiyuan (Beijing) Technology Co., Ltd. (“Beijing Baina Technology”), Beijing Anzhuoxing Technology Co., Ltd., Baina Zhiyuan (Chengdu) Technology Co., Ltd., Chengdu Xingyu Technology Co., Ltd., Baina (Wuhan) Information Technology Co., Ltd. (“Wuhan Baina Information”), Wuhan Xingyu Technology Co., Ltd., Wuhan Hualian Chuangke Technology Co., Ltd., Beijing Changyou Ledong Internet Technology Co., Ltd., and Beijing Global Cool Technology Co., Ltd., and these references should be interpreted accordingly. Unless otherwise specified, references to “China” or “PRC” refer to the People’s Republic of China and do not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region or Taiwan. This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including, without limitation, statements regarding our expectations, beliefs, intentions or future strategies that are signified by the words “expect,” “anticipate,” “intend,” “believe,” or similar language. All forward-looking statements included in this document are based on information available to us on the date hereof, and we assume no obligation to update any such forward-looking statements. Our business and financial performance are subject to substantial risks and uncertainties. Actual results could differ materially from those projected in the forward-looking statements. In evaluating our business, you should carefully consider the information set forth under the heading “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2014 filed with the Securities and Exchange Commission (“SEC”) on March 2, 2015, as updated by Part II Item 1A of this report. Readers are cautioned not to place undue reliance on these forward-looking statements.



## OVERVIEW

Sohu.com Inc. (NASDAQ: SOHU), a Delaware corporation organized in 1996, is a leading Chinese online media, search and game service group providing comprehensive online products and services on PCs and mobile devices in the People's Republic of China (the "PRC" or "China"). Our businesses are conducted by Sohu.com Inc. and its subsidiaries and variable interest entities ("VIEs") (collectively referred to as the "Sohu Group" or "the Group"). The Sohu Group consists of Sohu, which when referred to in this report, unless the context requires otherwise, excludes the businesses and the corresponding subsidiaries and VIEs of Sogou Inc. ("Sogou") and Changyou.com Limited ("Changyou"), Sogou and Changyou. Sogou and Changyou are indirect controlled subsidiaries of Sohu.com Inc. Sohu is a leading Chinese language online media content and services provider. Sogou is a leading online search, client software and mobile Internet product provider in China. Changyou is a leading online game developer and operator in China as measured by the popularity of its PC game TLBB and its mobile game TLBB 3D, and engages primarily in the development, operation and licensing of online games for PCs and mobile devices. Most of our operations are conducted through our indirect wholly-owned and majority-owned China-based subsidiaries and VIEs.

### Factors and Trends Affecting our Business

With the accelerated shift in user activities from desktop computers ("PCs") to mobile devices and an increase in the number of Internet users, the usage of various kinds of mobile Internet services continued to accelerate at a fast pace during the second quarter of 2015. As of the end of June 2015, according to CNNIC, mobile internet users had reached 594 million, an increase of 7% from the end of 2014. At Sohu, we focused our efforts on developing a portfolio of leading mobile products across our business lines that we believed our users would like. Our key products continued to gain traction in terms of traffic. For example, during the second quarter of 2015, mobile traffic for online video increased by 66% as compared to the corresponding period in 2014 and contributed more than 60% of our total traffic. Sogou posted strong growth in search traffic and as of the end of June 2015 mobile search traffic nearly equaled PC search traffic. The monetization of mobile traffic is also progressing well, as advertisers have begun to increase their budgets allocated to this area.

For Sohu Media Portal, the transition from a PC portal to a leading mobile news platform is well on track. In the second quarter, we focused our efforts on improving our popular mobile news products. For example, we refined the design of the Sohu News mobile app, allowing people to conveniently set their own preferences. In the meantime, we strove to generate unique content to drive up traffic.

Online video is one of the top Internet services in China, and Sohu Video is a leading video service provider in China. We noted an accelerating trend away from television toward streaming video, which is important specifically to Sohu's online video business, as advertising dollars shift from television to online video. In the second quarter of 2015 we saw user base expansion and increased advertising revenues generated from our video business. In the meantime, as competition intensified, the major players stepped up their content spending to attract viewers. The average licensing fee for premium content grew significantly as compared to 2014. As a result, despite solid revenue growth, our online video business continued to incur operating losses. We expect that the industry-wide unfavorable cost structure will continue to overshadow the profitability outlook for the entire industry, including us, in the near term. We remain optimistic about the long-term prospects of the online video business, which is a strategic key business line for Sohu. For 2015, our content strategy has been to rationalize our spending on licensed content while we focus more on original and professionally-generated content.

On September 16, 2013, we entered into a strategic cooperation with Tencent Holding Limited (Tencent Holding Limited together with its subsidiaries, "Tencent") for our search and Web directory business, in connection with which Tencent invested in Sogou. We believe that this strategic cooperation has reinforced Sogou as a leader in the large and fast-growing China market for search and Internet services, particularly for the mobile end. In the online search sector, Sogou is one of the top three PC search players in China, and we have demonstrated greater potential in mobile search. With deepening cooperation with Tencent's various products, Sogou has brought unique capabilities to its mobile search and further enhanced its competitiveness. Improving search quality and expanding channels helped Sogou to grow its search traffic quickly. As of the end of June 2015, aggregate search traffic had continued to increase, and mobile search traffic had jumped more than 110% year over year. In the second quarter of 2015, aggregate paid clicks and cost-per-click continued to grow, with improving mobile monetization.

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For Changyou's PC game business, Tian Long Ba Bu ("TLBB"), a PC game which we developed and currently operate in China, continues to deliver solid revenues and profitability. However, initial performance from new PC games launched recently was less promising, and Changyou plans to be conservative in rolling out new PC games going forward. For Changyou's mobile game business, revenues from TLBB 3D, which was launched in the fourth quarter of 2014, declined sequentially by roughly 20%, which is consistent with the general life cycle of a mobile game. We expect further decline in TLBB 3D's revenue in the second half of the year. Changyou launched two new mobile games in the second quarter in 2015, but the results were less than satisfactory. Nonetheless, Changyou will continue to scale up research and development efforts with improved operating efficiencies and remains committed to introducing high quality mobile games to the market. For the three months ended June 30, 2015, the PC games and mobile games that Changyou operates had approximately 10.1 million total average monthly active accounts and approximately 2.5 million total average monthly active paying accounts. Changyou's platform channel business achieved further margin improvements as a result of continued efforts in cost rationalization.

### **Our Business**

Through the operation of Sohu, Sogou and Changyou, we generate online advertising revenues (including brand advertising revenues and search and Web directory revenues), online games revenues and others revenues. Online advertising and online games are our core businesses. For the three months ended June 30, 2015, total revenues generated by Sohu, Sogou and Changyou were approximately \$493.6 million, including:

Sohu:

- \$136.1 million in brand advertising revenues, of which \$52.3 million was from Sohu Media Portal, \$56.8 million was from Sohu Video, and \$27.0 million was from Focus; and
- \$8.3 million in others revenues, mainly attributable to Sohu's offering of mobile-related services and mobile products, and sub-licensing of purchased video content to third parties.

Total revenues generated by Sohu were \$144.4 million.

Sogou:

- \$135.2 million in search and Web directory revenues (formerly referred to as "search and others" revenues); and
- \$12.2 million in others revenues, primarily attributable to Sogou's offering of Internet value-added services (or "IVAS") with respect to the operation of Web games and mobile games as well as other services and products provided to users.

Total revenues generated by Sogou were \$147.4 million.

Changyou:

- \$172.4 million in online game revenues;
- \$14.7 million in brand advertising revenues, mainly attributable to Changyou's 17173.com Website; and
- \$14.7 million in others revenues attributable to Changyou's operation of the platform channel business, including RaidCall, the Dolphin Browser and other software applications; and Changyou's cinema advertising revenues.

Total revenues generated by Changyou were \$201.8 million.

For the three months ended June 30, 2015 our total brand advertising revenues were \$150.8 million, total search and Web directory revenues were \$135.2 million, total online game revenues were \$172.4 million, and total others revenues were \$35.2 million.

### **Sohu's Business**

#### *Brand Advertising Business*

Sohu's main business is the brand advertising business, which offers to users, over our matrices of Chinese language online media, various content, products and services across multiple Internet-enabled devices, such as PCs, mobile phones and tablets. The majority of our products and services are provided through Sohu Media Portal, Sohu Video and Focus.

- **Sohu Media Portal.** Sohu Media Portal provides our users comprehensive online content, including news, entertainment, sports, automobile, business and finance, through www.sohu.com for PCs, the mobile portal m.sohu.com and the mobile phone application Sohu News APP;
- **Sohu Video.** Sohu Video is a leading online video service provider in China through tv.sohu.com for PCs and the mobile phone application Sohu Video APP; and
- **Focus.** Focus (www.focus.cn) is a leading online real estate information provider in China.

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Revenues generated by the brand advertising business are classified as brand advertising revenues in our consolidated statements of comprehensive income.

### *Others Business*

Sohu also engages in the others business, which includes mobile-related services and mobile products offered in cooperation with China mobile network operators to mobile phone users and to China mobile network operators, and sub-licensing of purchased video content to third parties. Revenues generated by Sohu from the others business are classified as others revenues in our consolidated statements of comprehensive income.

### **Sogou's Business**

#### *Search and Web Directory Business*

The search and Web directory business primarily offers advertisers pay-for-click services, as well as online marketing services on Web directories operated by Sogou. Pay-for-click services enable advertisers' promotional links to be displayed on the Sogou search result pages and Sogou Website Alliance members' Websites where the links are relevant to the subject and content of such Web pages. Both pay-for-click services and online marketing services on Web directories operated by Sogou expand distribution of our advertisers' Website links and advertisements by leveraging traffic on Sogou Website Alliance members' Websites. Our search and Web directory business benefits significantly from our collaboration with Tencent, which provides us access to traffic generated from users of products and services provided by Tencent.

Revenues generated by the search and Web directory business are classified as search and Web directory revenues in our consolidated statements of comprehensive income.

#### *Others Business*

Sogou also engages in the others business by primarily offering IVAS with respect to the operation of Web games and mobile games developed by third parties as well as other services and products provided to users. Revenues generated by Sogou from the others business are classified as others revenues in our consolidated statements of comprehensive income.

### **Changyou's Business**

Changyou has three businesses, consisting of the online game business, the platform channel business and the others business.

#### *Online Game Business*

Changyou's online game business offers to game players PC games which are online games designed primarily for playing on PCs; mobile games, which are played on mobile devices with an Internet connection; and Web games, which are online games played over the Internet using a Web browser. Changyou's PC games and mobile games are mainly MMOGs, which are interactive online games that may be played simultaneously by hundreds of thousands of game players. All of Changyou's games are operated under the item-based revenue model, where game players play the games for free but can purchase virtual items to enhance the game-playing experience. Revenues derived from the operation of online games are classified as online game revenues in the Sohu Group's consolidated statements of comprehensive income.

#### *Platform Channel Business*

Changyou also owns and operates a number of Web properties and software applications for PCs and mobile devices (collectively referred to as "platform channels"), including the 17173.com Website, one of the leading information portals for game players in China; RaidCall, which provides online music and entertainment services, primarily in Taiwan; and the Dolphin Browser, a gateway to a host of user activities on mobile devices, with the majority of its users based in Europe, Russia and Japan. Changyou's platform channels serve various needs of its users and help Changyou reach more user communities and conduct cross-promotions of its games and services. Revenues generated by 17173.com Website are classified as brand advertising revenues, and revenues generated by RaidCall and the Dolphin Browser are classified as others revenues in our consolidated statements of comprehensive income.

#### *Others Business*

Changyou also operates a cinema advertising business, which consists of Changyou offering slots for advertisements to be shown in cinemas before the screening of movies. Revenues generated by Changyou's cinema advertising business are classified as others revenues in our consolidated statements of comprehensive income.

## **CRITICAL ACCOUNTING POLICIES AND MANAGEMENT ESTIMATES**

Our discussion and analysis of our financial condition and results of operations relates to our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, costs and expenses, and related disclosures. On an on-going basis, we evaluate our estimates based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. Identified below are the accounting policies that reflect our more significant estimates and judgments, and those that we believe are the most critical to fully understanding and evaluating our consolidated financial statements.

### **Basis of Consolidation**

Our consolidated financial statements include the accounts of Sohu.com Inc. and its direct and indirect wholly-owned and majority-owned subsidiaries and consolidated VIEs. All intercompany transactions are eliminated.

### **VIE Consolidation**

Our VIEs are wholly or partially owned by certain of our employees as nominee shareholders. For our consolidated VIEs, management made evaluations of the relationships between us and our VIEs and the economic benefit flow of contractual arrangements with the VIEs. In connection with such evaluation, management also took into account the fact that, as a result of such contractual arrangements, we control the shareholders’ voting interests in these VIEs. As a result of such evaluation, management concluded that we are the primary beneficiary of our consolidated VIEs. Our Group has three VIEs that are not consolidated, since we are not the primary beneficiary.

### **Noncontrolling Interest Recognition**

Noncontrolling interests are recognized to reflect the portion of the equity of majority-owned subsidiaries and VIEs which is not attributable, directly or indirectly, to the controlling shareholder. Currently, the noncontrolling interests in our consolidated financial statements primarily consist of noncontrolling interests for Sogou and Changyou.

#### *Noncontrolling Interest for Sogou*

As we control the election of the Board of Directors of Sogou, we are Sogou’s controlling shareholder. Accordingly, we consolidate Sogou in our consolidated financial statements, and recognize noncontrolling interest reflecting economic interests in Sogou held by shareholders other than us. To reflect the economic interest in Sogou held by shareholders other than us (the “Sogou noncontrolling shareholders”), Sogou’s net income /(loss) attributable to the Sogou noncontrolling shareholders is recorded as noncontrolling interest in our consolidated statements of comprehensive income. Sogou’s cumulative results of operations attributable to the Sogou noncontrolling shareholders, along with changes in shareholders’ equity /(deficit) and adjustment for share-based compensation expense in relation to those share-based awards which are unvested and vested but not yet settled and the Sogou noncontrolling shareholders’ investments in Sogou Preferred Shares and Ordinary Shares are accounted for as a noncontrolling interest classified as permanent equity in our consolidated balance sheets, as we have the right to reject a redemption requested by the noncontrolling interest. These treatments are based on the terms governing investment, and on the terms of the classes of Sogou shares held, by the noncontrolling shareholders in Sogou.

By virtue of these terms, Sogou’s losses have been and will be allocated in the following order:

- (i) net losses were allocated to holders of Sogou Class A Ordinary Shares and the holder of Sogou Class B Ordinary Shares until their basis in Sogou decreased to zero;
- (ii) additional net losses were allocated to holders of Sogou Series A Preferred Shares until their basis in Sogou decreased to zero;
- (iii) additional net losses will be allocated to the holder of Sogou Series B Preferred Shares until its basis in Sogou decreases to zero; and
- (iv) further net losses will be allocated between Sohu.com Inc. and noncontrolling shareholders based on their shareholding percentage in Sogou.

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Net income from Sogou has been, and future net income from Sogou will be, allocated in the following order:

- (i) net income will be allocated between Sohu.com Inc. and noncontrolling shareholders based on their shareholding percentage in Sogou until their basis in Sogou increases to zero;
- (ii) additional net income will be allocated to the holder of Sogou Series B Preferred Shares to bring its basis back;
- (iii) additional net income will be allocated to holders of Sogou Series A Preferred Shares to bring their basis back;
- (iv) further net income will be allocated to holders of Sogou Class A Ordinary Shares and the holder of Sogou Class B Ordinary Shares to bring their basis back; and
- (v) further net income will be allocated between Sohu.com Inc. and noncontrolling shareholders based on their shareholding percentage in Sogou.

### *Noncontrolling Interest for Changyou*

As of June 30, 2015, we held approximately 68% of the combined total of Changyou's outstanding ordinary shares, and controlled approximately 95% of the total voting power in Changyou. As we are Changyou's controlling shareholder, we consolidate Changyou in our consolidated financial statements, and recognize noncontrolling interest reflecting the economic interest in Changyou held by shareholders other than us.

To reflect the economic interest in Changyou held by shareholders other than us ("Changyou noncontrolling shareholders"), Changyou's net income /(loss) attributable to the Changyou noncontrolling shareholders is recorded as noncontrolling interest in our consolidated statements of comprehensive income, based on their share of the economic interest in Changyou. Changyou's cumulative results of operations attributable to the Changyou noncontrolling shareholders, along with changes in shareholders' equity, adjustment for share-based compensation expense in relation to those share-based awards which are unvested and vested but not yet settled and adjustment for changes in Sohu's ownership in Changyou, are recorded as noncontrolling interest in our consolidated balance sheets.

### **Segment Reporting**

Our Group's segments are business units that offer different services and are reviewed separately by the chief operating decision maker (the "CODM"), or the decision making group, in deciding how to allocate resources and in assessing performance. The CODM is Sohu.com Inc.'s Chief Executive Officer.

### **Revenue Recognition**

We recognize revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured. The recognition of revenues involves certain management judgments. The amount and timing of our revenues could be materially different for any period if management made different judgments or utilized different estimates.

Barter trade transactions in which physical goods or services (other than advertising services) are received in exchange for advertising services are recorded based on the fair values of the goods and services received. For online advertising-for-online advertising barter transactions, no revenue or expense is recognized because the fair value of neither the advertising surrendered nor the advertising received is determinable.

### **Online Advertising Revenues**

Online advertising revenues include revenues from brand advertising services as well as search and Web directory services. We recognize revenue for the amount of fees we receive from our advertisers, after deducting agent rebates and net of value-added tax ("VAT") and related surcharges.

### *Brand Advertising Revenues*

#### Business Model

Through PCs and mobile devices, we provide advertisement placements to our advertisers on different Website channels and in different formats, which include banners, links, logos, buttons, full screen, pre-roll, mid-roll, post-roll video screens, pause video screens, loading page ads, news feed ads and in-feed video infomercial ads.

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Currently we have four main types of pricing models, consisting of the Fixed Price model, the Cost Per Impression (“CPM”) model, the E-commerce model, and the Cost Per click (“CPC”) model

### Fixed Price model

Under the Fixed Price model, a contract is signed to establish a fixed price for the advertising services to be provided.

### CPM model

Under the CPM model, the unit price for each qualifying display is fixed, but there is no overall fixed price for the advertising services stated in the contract with the advertiser. A qualifying display is defined as the appearance of an advertisement, where the advertisement meets criteria specified in the contract. Advertising fees are charged to the advertisers based on the unit prices and the number of qualifying displays.

### E-commerce model

Under the e-commerce model, revenues were mainly generated from sales of membership cards which allow potential home buyers to purchase specified properties from real estate developers at a discount greater than the price that Focus charges for the card. Membership fees are refundable until the potential home buyer uses the discounts to purchase properties. Focus recognizes such revenues upon obtaining confirmation that the membership card has been redeemed to purchase a property.

### CPC model

Under the CPC model, there is no overall fixed price for advertising services stated in the contract with the advertiser. We charge advertisers on a per-click basis when the users click on the advertisements. The unit price for each click is fixed or auction-based.

## Revenue Recognition

For brand advertising revenue recognition, prior to entering into contracts, we make a credit assessment of the advertiser. For contracts for which collectability is determined to be reasonably assured, we recognize revenue when all revenue recognition criteria are met. In other cases, we only recognize revenue when the cash is received and all other revenue recognition criteria are met.

In accordance with *ASU No. 2009-13*, we treat advertising contracts with multiple deliverable elements as separate units of accounting for revenue recognition purposes and to recognize revenue on a periodic basis during the contract when each deliverable service is provided. Since the contract price is for all deliverables, we allocate the arrangement consideration to all deliverables at the inception of the arrangement on the basis of their relative selling prices.

### *Search and Web Directory Revenues*

Search and Web directory services primarily include pay-for-click services, as well as online marketing services on Web directories operated by Sogou.

#### Pay-for-click Services

Pay-for-click services are services that enable our advertisers’ promotional links to be displayed on Sogou search result pages and Sogou Website Alliance members’ Websites where the links are relevant to the subject and content of such Web pages. For pay-for-click services, we introduce Internet users to our advertisers through our auction-based pay-for-click systems and charge advertisers on a per-click basis when the users click on the displayed links. Revenue for pay-for-click services is recognized on a per-click basis when the users click on the displayed links.

#### Online Marketing Services on Web Directories Operated by Sogou

Online marketing services on Web directories operated by Sogou mainly consist of displaying advertisers’ Website links on the Web pages of Web directories. Revenue for online marketing services on Web directories operated by Sogou is normally recognized on a straight-line basis over the contract period, provided our obligations under the contract have been met and all revenue recognition criteria have been met.

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Both pay-for-click services and online marketing services on Web directories operated by Sogou expand distribution of advertisers' Website links or advertisements by leveraging traffic on Sogou Website Alliance members' Websites. We recognize gross revenue for the amount of fees we receive from advertisers, as we have the primary responsibility for fulfillment and acceptability. Payments made to Sogou Website Alliance members are included in cost of search and Web directory revenues as traffic acquisition costs. We pay Sogou Website Alliance members based on either revenue-sharing arrangements, under which we pay a percentage of pay-for-click revenues generated from clicks by users of their properties, or on a pre-agreed unit price.

### **Online Game Revenues**

Changyou's online game business offers to game players PC games, mobile games and Web games. All of Changyou's games are operated under the item-based revenue model, where the basic game play functions are free of charge and players are charged for purchases of in-game virtual items, including those with a predetermined expiration time and perpetual virtual items. Revenues that Changyou generates from self-operated and licensed out online games are included in online game revenues.

#### *Self-Operated Games*

Changyou is the primary obligor of its self-operated games. Changyou hosts the games on its own servers and is responsible for the sale and marketing of the games as well as customer service. Accordingly, revenues are recorded gross of revenue sharing-payments to third-party developers and/or mobile app stores, but are net of business tax and discounts to game card distributors where applicable. Revenues obtained by Changyou from the sale of in-game virtual items are recognized over the estimated lives of the virtual items purchased by game players or as the virtual items are consumed. If different assumptions were used in deriving the estimated lives of the virtual items, the timing of the recording of the revenues would be impacted.

#### PC Games

Proceeds from the self-operation of PC games are collected from players and third-party game card distributors through sales of Changyou's game points on its online payment platform and prepaid game cards. Self-operated PC games are either developed in house or licensed from third-party developers. For licensed PC games, Changyou remits a pre-agreed percentage of the proceeds to the third-party developers, and keeps the balance pursuant to revenue-sharing agreements. Such revenue-sharing amounts paid to third-party developers are recorded in Changyou's cost of revenues.

#### Mobile Games

For self-operated mobile games, Changyou sells game points to its game players via third-party mobile app stores. The mobile app stores in turn pay Changyou proceeds after deducting their share of pre-agreed revenue-sharing amounts.

Self-operated mobile games are either developed in house or licensed from or jointly developed with third-party developers. For licensed and jointly developed mobile games, Changyou remits a pre-agreed percentage of the proceeds to the third-party developers, and keeps the balance pursuant to revenue-sharing agreements. Such revenue-sharing amounts paid to mobile app stores and third-party developers are recorded in Changyou's cost of revenues.

#### Web Games

Proceeds from self-operated Web games are collected from players through the sale of game points. All of Changyou's self-operated Web games were developed in house.

#### *Licensed Out Games*

Changyou also authorizes third-parties to operate its online games. Licensed out games include PC games, mobile games and Web games developed in house and mobile games developed in house and jointly developed with third-party developers. Changyou receives monthly revenue-based royalty payments from all the third-party licensee operators. Changyou receives additional up-front license fees from certain third-party licensee operators who are entitled to an exclusive right to operate Changyou's games in specified geographic areas. Since Changyou is obligated to provide post-sale services, the initial license fees are recognized as revenue ratably over the license period, and the monthly revenue-based royalty payments are recognized when relevant services are delivered, provided that collectability is reasonably assured. Changyou views the third-party licensee operators as Changyou's customers and recognizes revenues on a net basis, as Changyou does not have the primary responsibility for fulfillment and acceptability of the game services. Changyou remits to the third-party developers a pre-agreed percentage of revenues from jointly developed and licensed out mobile games, and recognizes revenues on a net basis.

## **Others Revenues**

### *Sohu*

Sohu also engages in the others business, which includes mobile-related services and mobile products offered in cooperation with China mobile network operators to mobile phone users and to China mobile network operators, and sub-licensing of purchased video content to third parties. Revenues generated by Sohu from the others business are classified as others revenues in our consolidated statements of comprehensive income.

### *Sogou*

Others revenues attributable to Sogou are primarily IVAS revenues derived from the operation of Web games and mobile games of third-party developers as well as other services and products that Sogou provides to users. Revenues from IVAS are recognized when Sogou's obligations under the agreements and all other revenue recognition criteria have been met.

### *Changyou*

Others revenues attributable to Changyou are primarily generated from its platform channel business and its others business.

In its platform channel business, Changyou offers IVAS with respect to the operation of Web games of third-party developers and services provided to software application users. Revenues from IVAS are recognized when Changyou's obligations under the agreements with the third-party developers and all other revenue recognition criteria have been met.

In its others business, Changyou provides advertisement placements in advertising slots to be shown in cinemas before the screening of movies. When all the recognition criteria are met, revenues from cinema advertising are recognized based on a percentage of the advertising slots actually delivered or on a straight-line basis over the contract period.

## **Share-based Compensation Expense**

Sohu (excluding Fox Video Limited), Sogou, Changyou, and Fox Video Limited ("Sohu Video") have incentive plans, and prior to June 28, 2013 7Road had an incentive plan, for the granting of share-based awards, including common stock or ordinary shares, share options, restricted shares and restricted share units, to members of the boards of directors, management and other key employees

For share-based awards for which a grant date has occurred, share-based compensation expense is recognized as costs and expenses in the consolidated statements of comprehensive income based on the fair value of the related share-based awards on their grant dates. For share-based awards for which the service inception date precedes the grant date, share-based compensation expense is recognized as costs and expenses in the consolidated statements of comprehensive income beginning on the service inception date and is re-measured on each subsequent reporting date before the grant date, based on the estimated fair value of the related share-based awards. Share-based compensation expense is charged to the shareholders' equity or noncontrolling interest section in the consolidated balance sheets. The assumptions used in share-based compensation expense recognition represent management's best estimates, but these estimates involve inherent uncertainties and the application of management judgment. If factors change or different assumptions are used, our share-based compensation expense could be materially different for any period. Moreover, the estimates of fair value are not intended to predict actual future events or the value that ultimately will be realized by employees who receive equity awards, and subsequent events are not indicative of the reasonableness of the original estimates of fair value made by us for accounting purposes.

### ***Sohu (excluding Sohu Video), Sogou, and Changyou Share-based Awards***

#### *Sohu (excluding Sohu Video) Share-based Awards*

In determining the fair value of share options granted by Sohu (excluding Sohu Video) as share-based awards before 2006, the Black-Scholes valuation model was applied. In determining the fair value of restricted share units granted, the public market price of the underlying shares on the grant dates was applied.

Options for the purchase of 1,068,000 shares of Sohu common stock contractually granted on February 7, 2015 are subject to vesting in four equal installments over a period of four years, with each installment vesting upon satisfaction of a service period requirement and certain subjective performance targets. For purposes of ASC 718-10-25, no grant date had occurred as of June 30, 2015, because no grant date could be established until a mutual understanding was reached between Sohu and the recipients clarifying the subjective performance requirements. In accordance with ASC 718-10-55, as the service inception date preceded the grant date, compensation expense was accrued beginning on the service inception date and will be re-measured on each subsequent reporting date before the grant date is established, based on the then-current fair value of the awards. The estimate of the awards' fair values will be fixed in the period in which the grant date occurs, and cumulative compensation expense will be adjusted based on the fair value at the grant date. In determining the fair values of the share options granted, the public market price of the underlying shares at each reporting date was used, and a binomial valuation model was applied.



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### *Sogou Share-based Awards*

In determining the fair value of share options granted by Sogou as share-based awards, the income approach /discounted cash flow method with a discount for lack of marketability was applied, given that the shares underlying the awards were not publicly traded at the time of grant. Certain persons who became Sogou employees when Tencent's Soso search-related businesses were transferred to Sogou on September 16, 2013 had been granted restricted share units under Tencent's share award arrangements prior to the transfer of the businesses to Sogou. These Tencent restricted share units will continue to vest under the original Tencent share award arrangements provided the transferred employees continue to be employed by Sogou during the requisite service period. After the transfer of the Soso search-related businesses to Sogou, Sogou applied the guidance in ASC 505-50 to measure the related compensation expense, based on the then-current fair value at each reporting date, which is deemed to have been incurred by Tencent as an investor on Sogou's behalf. To determine the then-current fair value of the Tencent restricted share units granted to these employees, the public market price of the underlying shares at each reporting date was applied. Because Sogou is not required to reimburse Tencent for such share-based compensation expense, the related amount was recorded by Sogou as a capital contribution from Tencent.

### *Changyou Share-based Awards*

In determining the fair value of ordinary shares and restricted share units granted by Changyou as share-based awards in 2008, the income approach /discounted cash flow method with a discount for lack of marketability was applied, given that the shares underlying the awards were not publicly traded at the time of grant. In determining the fair value of restricted share units granted in 2009 before Changyou's initial public offering, the fair value of the underlying shares was determined based on Changyou's offering price for its initial public offering. In determining the fair value of restricted share units granted after Changyou's initial public offering, the public market price of the underlying shares on the grant dates was applied.

Options for the purchase of 2,400,000 Changyou ordinary shares that were converted to options from restricted share units on February 16, 2015 and options contractually granted on June 1, 2015 for the purchase of 1,998,000 Changyou ordinary shares awards are subject to vesting in four equal installments over a period of four years, with each installment vesting upon satisfaction of a service period requirement and certain subjective performance targets. For purposes of ASC 718-10-25, no grant date had occurred as of June 30, 2015, because no grant date could be established until a mutual understanding was reached between Changyou and the recipients clarifying the subjective performance requirements. In accordance with ASC 718-10-55, as the service inception date preceded the grant date, compensation expense was accrued beginning on the service inception date and will be re-measured on each subsequent reporting date before the grant date is established, based on the then-current fair value of the awards. The estimate of the awards' fair values will be fixed in the period in which the grant date occurs, and cumulative compensation expense will be adjusted based on the fair values at the grant date. In determining the fair values of share options granted, the public market price of the underlying shares at each reporting date was used, and a binomial valuation model was applied.

For share options, restricted shares and restricted share units granted with respect to Sohu (excluding Sohu Video) shares and Changyou shares, compensation expense is recognized on an accelerated basis over the requisite service period. For share options granted with respect to Sogou shares, compensation expense is recognized on a straight-line basis over the estimated period during which the service period requirement and performance target will be met. For Tencent restricted share units that Tencent had granted to employees who transferred to Sogou with the Soso search-related businesses, compensation expense is recognized by Sogou on an accelerated basis over the requisite service period, and the fair value of the share-based compensation is re-measured at each reporting date until a measurement date occurs. The number of share-based awards for which the service is not expected to be rendered over the requisite period is estimated, and no compensation expense is recorded for the number of awards so estimated.

### *Sohu Video Share-based Awards*

On January 4, 2012, Sohu Video, the holding entity of Sohu's video division, adopted a 2011 Share Incentive Plan (the "Video 2011 Share Incentive Plan") which provides for the issuance of up to 25,000,000 ordinary shares of Sohu Video (representing approximately 10% of the outstanding Sohu Video Shares on a fully-diluted basis) to management and key employees of the video division and to Sohu management. As of June 30, 2015, grants of options for the purchase of 16,368,200 ordinary shares of Sohu Video had been contractually made, of which options for the purchase of 4,972,800 ordinary shares were vested.

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For purposes of ASC 718-10-25, as of June 30, 2015, no grant date had occurred, because the broader terms and conditions of the option awards had neither been finalized nor mutually agreed upon with the recipients, and such mutual understanding cannot be reached until the fair value of the awards is determinable and can be accounted for. In accordance with ASC 718-10-55, our management determined that the service inception date with respect to vested option awards for the purchase of 4,972,800 shares had preceded the grant date. Therefore, we began to recognize compensation expense for Sohu Video share-based awards in the second quarter of 2014 and re-measured, and will re-measure, the compensation expense on each subsequent reporting date based on the then-current fair values of the awards until the grant date is established.

### **7Road Share-based Awards**

On July 10, 2012, 7Road adopted the 7Road 2012 Share Incentive Plan. On June 28, 2013, 7Road's Board of Directors approved the cancellation of this incentive plan. 7Road concurrently offered to a total of 42 7Road employees holding an aggregate of 2,223,750 restricted share units which had been granted under this incentive plan the right to exchange their restricted share units for, at each employee's election, in each case subject to the employee's continued employment by 7Road, either (i) Scheme I: the right to a cash payment of up to an aggregate of \$2.90 per restricted share unit exchanged, vesting and payable at the rate of 40%, 30% and 30%, respectively, on the first, second and third anniversaries of July 18, 2012, which is the date when the surrendered restricted share units were granted under the 7Road 2012 Share Incentive Plan, or (ii) Scheme II: the right to receive an annual cash bonus, over a seven-year period commencing July 1, 2013, based on the adjusted annual cumulative net income of 7Road. As of June 28, 2013, all restricted share units held by these 42 7Road employees had been included in this exchange program. In the third quarter of 2013, 7Road granted to an additional 48 7Road employees the right to receive an annual cash bonus under Scheme II with the same terms as described above.

For Scheme I, as of June 30, 2015 compensation expense of \$4.2 million had been recognized with respect to the modification, and \$30,000 will be recognized in the consolidated statements of comprehensive income ratably over the remaining vesting period of the awards. For Scheme II, the compensation expense varies depending on 7Road's financial performance.

## **Taxation**

### **Income Taxes**

#### *Recognition*

Income taxes are accounted for using an asset and liability approach which requires the recognition of income taxes payable or refundable for the current year and deferred tax liabilities and assets for the future tax consequences of events that have been recognized in our financial statements or tax returns. Deferred income taxes are determined based on the differences between the accounting basis and the tax basis of assets and liabilities and are measured using the currently enacted tax rates and laws. Deferred tax assets are reduced by a valuation allowance, if based on available evidence, it is considered that it is more likely than not that some portion of or all of the deferred tax assets will not be realized. In making such determination, we consider factors including future reversals of existing taxable temporary differences, future profitability, and tax planning strategies. If events were to occur in the future that would allow us to realize more of our deferred tax assets than the presently recorded net amount, an adjustment would be made to the deferred tax assets that would increase income for the period when those events occurred. If events were to occur in the future that would require us to realize less of our deferred tax assets than the presently recorded net amount, an adjustment would be made to the valuation allowance against deferred tax assets that would decrease income for the period when those events occurred. Significant management judgment is required in determining income tax expense and deferred tax assets and liabilities.

Our deferred tax assets relate to net operating losses and temporary differences between accounting basis and tax basis for our China-Based Subsidiaries and VIEs, which are subject to corporate income tax in the PRC under the PRC Corporate Income Tax Law (the "CIT Law").

#### *Applicable Income Tax Rate*

The CIT Law applies an income tax rate of 25% to all enterprises but grants preferential tax treatment to High and New Technology Enterprises ("HNTEs"). Under this preferential tax treatment, HNTEs can enjoy an income tax rate of 15% for three years, but need to re-apply after the end of the three-year period. In addition, the CIT Law and its implementing regulations provide that a "Software Enterprise" can enjoy an income tax exemption for two years beginning with its first profitable year and a 50% reduction to a rate of 12.5% for the subsequent three years. An entity that qualifies as a "Key National Software Enterprise" can enjoy a further reduced preferential income tax rate of 10% for two years, but needs to re-apply after the end of the two-year period.

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### Entities Qualified as HNTEs

As of June 30, 2015, the following principal entities were qualified as HNTEs and were entitled to an income tax rate of 15%.

#### For Sohu's Business

- Sohu Internet. Sohu Internet re-applied for HNTE qualification in the second quarter of 2015. Pending approval of its re-application, Sohu Internet is entitled to continue to enjoy the beneficial tax rate as if it had already qualified as an HNTE for 2015.
- Sohu Era, Sohu Media and Guangzhou Qianjun. Sohu Era, Sohu Media and Guangzhou Qianjun are each qualified as HNTEs for 2015 and 2016, and will need to re-apply for HNTE qualification in 2017.

#### For Sogou's Business

- Sogou Information. Sogou Information re-applied for HNTE qualification in July 2015. Pending approval of its re-application, Sogou Information is entitled to continue to enjoy the beneficial tax rate as if it had already qualified as an HNTE for 2015.
- Sogou Technology. Sogou Technology is qualified as an HNTE for 2015 and 2016, and will need to re-apply for HNTE qualification in 2017.

#### For Changyou's Business

- AmazGame, Gamease and Shenzhen 7Road. AmazGame, Gamease and Shenzhen 7Road are each qualified as HNTEs for 2015 and 2016, and will need to re-apply for HNTE qualification in 2017.

### Entities Qualified as Software Enterprises

#### For Sohu's Business

- Sohu New Momentum. In 2015, Sohu New Momentum is in its second income tax exemption year as a Software Enterprise.

#### For Changyou Business

- AmazGame. AmazGame will need to re-apply before the end 2015 for designation as a Key National Software Enterprise in order to be entitled for 2015 and 2016 to the preferential income tax rate of 10% to which it was entitled for the initial two-year period of 2013 and 2014.
- Gamespace. In 2015, Gamespace is in the second of the three years in which it will be entitled to a 50% reduction to a rate of 12.5% as a Software Enterprise.
- ICE Information. ICE Information was not subject to income tax, as it incurred losses.
- 7Road Technology. In 2015, 7Road Technology is in the first of the three years in which it will be entitled to a 50% reduction to a rate of 12.5% as a Software Enterprise.

### **PRC Withholding Tax on Dividends**

The CIT Law imposes a 10% withholding income tax on dividends distributed by foreign-invested enterprises in the PRC to their immediate holding companies outside Mainland China. A lower withholding tax rate may be applied if there is a tax treaty or other arrangement between Mainland China and the jurisdiction of the foreign holding company. A holding company in Hong Kong, for example, will be subject to a 5% withholding tax rate under an arrangement between the PRC and the Hong Kong Special Administrative Region on the "Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital", if such holding company is considered a non-PRC resident enterprise and holds at least 25% of the equity interests in the PRC foreign invested enterprise distributing the dividends, subject to approval of the PRC local tax authority. However, if the Hong Kong holding company is not considered to be the beneficial owner of such dividends under applicable PRC tax regulations, such dividend will remain subject to a withholding tax rate of 10%.

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### **PRC Value-Added Tax and Business Tax**

Revenues from the brand advertising and search and Web directory businesses, as well as online game revenues generated from licensed mobile games and from Changyou's Web game operations that were not developed in-house, are subject to VAT. VAT payable is the difference between the output VAT (at a rate of 6%) and available input VAT amount (at the rate applicable to the supplier). Revenues from 7Road that are deemed to be derived from the sale of software are subject to VAT. VAT is payable by 7Road at a rate of 17%, with a 14% immediate tax refund irrespective of the availability of any input VAT, resulting in a net rate of 3%. Other online game revenues from the operation of PC games and self-developed mobile games are subject to a 5% business tax.

We adopted the net presentation method for our brand advertising and search and Web directory businesses. We adopted the gross presentation method for revenues from in-house-developed Web games that are deemed to be derived from the sale of software.

### **U.S. Corporate Income Tax**

Sohu.com Inc. is a Delaware corporation that is subject to U.S. corporate income tax on its taxable income at a rate of up to 35%. To the extent that Sohu.com Inc. has U.S. taxable income, which generally arises mainly from our interest income, we accrue U.S. corporate income tax in our consolidated statements of comprehensive income and make estimated tax payments as and when required by U.S. law.

### **Uncertain Tax Positions**

We are subject to various taxes in different jurisdictions, primarily the US and the PRC. Management reviews regularly the adequacy of the provisions for taxes as they relate to our income and transactions. In order to assess uncertain tax positions, we apply a more likely than not threshold and a two-step approach for tax position measurement and financial statement recognition. For the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon settlement.

### **Net Income/(Loss) per Share**

Basic net income/(loss) per share is computed using the weighted average number of common shares outstanding during the period. Diluted net income/(loss) per share is computed using the weighted average number of common shares and, if dilutive, potential common shares outstanding during the period. Potential common shares comprise shares issuable upon the exercise or settlement of share-based awards using the treasury stock method. The dilutive effect of share-based awards with performance requirements is not considered before the performance targets are actually met. The computation of diluted net income/(loss) per share does not assume conversion, exercise, or contingent issuance of securities that would have an anti-dilutive effect (i.e. an increase in earnings per share amounts or a decrease in loss per share amounts) on net income/(loss) per share. Additionally, for purposes of calculating the numerator of diluted net income/(loss) per share, the net income/(loss) attributable to the Sohu Group is adjusted as follows. The adjustment will not be made if there is an anti-dilutive effect.

- (1) Sogou's net income/(loss) attributable to Sohu.com Inc. is determined using the percentage that the weighted average number of Sogou shares held by Sohu.com Inc. represents of the weighted average number of Sogou Preferred Shares and Ordinary Shares, shares issuable upon the conversion of convertible preferred shares under the if-converted method, and shares issuable upon the exercise or settlement of share-based awards under the treasury stock method, and is not determined by allocating Sogou's net income/(loss) to Sohu.com Inc. using the methodology for the calculation of net income/(loss) attributable to the Sogou noncontrolling shareholders.

In the calculation of Sohu.com Inc.'s diluted net income/(loss) per share, assuming a dilutive effect, the percentage of the Sohu.com Inc.'s shareholding in Sogou was calculated by treating convertible preferred shares issued by Sogou as having been converted at the beginning of the period and unvested share options with the performance targets achieved as well as vested but unexercised share options as having been exercised during the period. The dilutive effect of share-based awards with a performance requirement was not considered before the performance targets were actually met. Assuming an anti-dilutive effect, all of these Sogou shares and share options are excluded from the calculation of Sohu.com Inc.'s diluted income/(loss) per share. As a result, Sogou's net income/(loss) attributable to Sohu.com Inc. on a diluted basis equals the number used for the calculation of Sohu.com Inc.'s basic net income/(loss) per share.

- (2) Changyou's net income/(loss) attributable to Sohu.com Inc. is determined using the percentage that the weighted average number of Changyou shares held by Sohu.com Inc. represents of the weighted average number of Changyou ordinary shares and shares issuable upon the exercise or settlement of share-based awards under the treasury stock method, and not by using the percentage held by Sohu.com Inc. of the total economic interest in Changyou, which is used for the calculation of basic net income per share.

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In the calculation of Sohu.com Inc.'s diluted net income /(loss) per share, assuming a dilutive effect, all of Changyou's existing unvested restricted share units, and vested restricted share units that have not yet been settled, are treated as vested and settled by Changyou under the treasury stock method, causing the percentage of the weighted average number of shares held by Sohu.com Inc. in Changyou to decrease. As a result, Changyou's net income /(loss) attributable to Sohu.com Inc. on a diluted basis decreased accordingly. Assuming an anti-dilutive effect, all of these Changyou restricted share units are excluded from the calculation of Sohu.com Inc.'s diluted net income /(loss) per share. As a result, Changyou's net income /(loss) attributable to Sohu.com Inc. on a diluted basis equals the number used for the calculation of Sohu.com Inc.'s basic net income /(loss) per share.

### **Fair Value of Financial Instruments**

U.S. GAAP establishes a three-tier hierarchy to prioritize the inputs used in the valuation methodologies in measuring the fair value of financial instruments. This hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three-tier fair value hierarchy is:

Level 1 - observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - include other inputs that are directly or indirectly observable in the market place.

Level 3 - unobservable inputs which are supported by little or no market activity.

Our financial instruments mainly include cash equivalents, restricted time deposits, short-term investments, accounts receivable, prepaid and other current assets, available-for-sale securities under long-term investments, held-for-sale assets, accounts payable, accrued liabilities, receipts in advance and deferred revenue, short-term bank loans, other short-term liabilities, held-for-sale liabilities, long-term accounts payable and long-term bank loans, as well as repurchase options and a put option for Sogou Series A Preferred Shares.

### **Cash Equivalents**

Our cash equivalents mainly consist of time deposits and money market funds with original maturities of three months or less.

### **Restricted Time Deposits**

Restricted time deposits are valued based on the prevailing interest rates in the market using the discounted cash flow method.

### ***Collateral related to Sogou Incentive Shares Trust Arrangements***

In February 2013, we deposited \$9.0 million in cash into restricted time deposit accounts at a bank as collateral for credit facilities provided by the bank to certain Sogou employees. The facilities were intended to fund the employees' early exercise of Sogou share options and related PRC individual income tax. We are not subject to any additional potential payments other than the restricted time deposit amounts, and believe that the fair value of our guarantee liability is immaterial.

### ***Changyou Loans from Offshore Banks, Secured by Time Deposits***

As of June 30, 2015, we had, through Changyou, loans from offshore banks secured by RMB deposits in onshore branches of those banks. The loans from the offshore branches of the lending banks are classified as short-term bank loans or long-term bank loans based on their repayment period. The rates of interest under the loan agreements with the lending banks were determined based on the prevailing interest rates in the market. The RMB onshore deposits securing the offshore loans are treated as restricted time deposits on our consolidated balance sheets.

### **Short-term Investments**

For investments in financial instruments with a variable interest rate indexed to the performance of underlying assets, we elected the fair value method at the date of initial recognition and carried these investments subsequently at fair value. Changes in fair values are reflected in the consolidated statements of comprehensive income.

### **Accounts Receivable, Net**

The carrying value of accounts receivable is reduced by an allowance that reflects our best estimate of the amounts that will not be collected. We make estimations of the collectability of accounts receivable. Many factors are considered in estimating the general allowance, including reviewing delinquent accounts receivable, performing an aging analysis and a customer credit analysis, and analyzing historical bad debt records and current economic trends. Additional allowance for specific doubtful accounts might be made if the financial conditions of our customers or the China mobile network operators deteriorate or the China mobile network operators are unable to collect fees from their end customers, resulting in their inability to make payments due to us.

### **Available-for-Sale Securities**

Investments in debt securities and equity securities that have readily determinable fair values not classified as trading securities or as held-to-maturity securities are classified as available-for-sale securities. Available-for-sale securities are reported at fair value, with unrealized gains or losses recorded in other comprehensive income or losses in the consolidated balance sheets. Realized gains or losses are included in the consolidated statements of comprehensive income during the period in which the gain or loss is realized. An impairment loss on the available-for-sale securities is recognized in the consolidated statements of comprehensive income when the decline in value is determined to be other-than-temporary.

On August 12, 2014, Sohu acquired approximately 6% of the total outstanding common shares of Keyeast Co. Ltd., a Korean-listed company, for a purchase price of \$15.1 million. We classified this investment as available-for-sale equity securities and reported it at fair value.

### **Equity Investments**

Investments in entities are recorded as equity investments. For entities over which we do not have significant influence, the cost method is applied; for entities over which we can exercise significant influence but do not own a majority equity interest or control, the equity method is applied. For cost method investments, we carry the investment at historical cost after the date of investment. For equity method investments, we adjust the carrying amount of an investment and recognize investment income or loss for our share of the earnings or loss of the investee after the date of investment.

### **Repurchase Options and Put Option for Sogou Series A Preferred Shares**

In September 2013, Sogou entered into Repurchase Option Agreements with Sohu Search and Photon Group Limited (“Photon”), the investment vehicle of the Sohu Group’s Chairman and Chief Executive Officer Dr. Charles Zhang, and a Repurchase/Put Option Agreement with China Web Search (HK) Limited (“China Web”), an investment vehicle of Yunfeng Capital, with respect to Series A Preferred Shares of Sogou held by them.

Sogou’s repurchase options with Photon and China Web were initially recognized in additional paid-in capital in the Sohu Group’s consolidated balance sheets at fair value when the agreements were signed. Any subsequent changes in the fair values of the repurchase options were not and will not be recognized. On March 24, 2014, Sogou purchased from China Web, pursuant to the Repurchase/Put Option Agreement between Sogou and China Web, 14.4 million Series A Preferred Shares of Sogou, for an aggregate purchase price of \$47.3 million. As of June 30, 2015, the remaining balance for the repurchase option with Photon in additional paid-in capital was \$1.2 million, based on the fair value of the repurchase option on September 16, 2013.

China Web’s put option with Sogou was initially recognized in other short-term liabilities in the Sohu Group’s consolidated balance sheets at fair value when the agreement was signed. Subsequent changes in the fair value of the put option were recognized quarterly in other income/(expense) in the Sohu Group’s consolidated statements of comprehensive income. After Sogou’s repurchase of the Series A Preferred Shares from China Web on March 24, 2014, the other short-term liabilities recognized with respect to China Web were reversed to zero.

Management determined the fair values of the repurchase options with Photon and China Web when the agreements were signed, and of the put option with China Web before Sogou exercised the repurchase option, using the binominal model, with a discount for lack of marketability, given that the repurchase options and the put option were not publicly traded at the time of grant. Management made the determination with the assistance of a qualified professional appraiser using management’s estimates and assumptions. We classify the valuation techniques that use these inputs as Level 3 of fair value measurements.

### **Long-Lived Assets**

Long-lived assets include fixed assets, intangible assets and prepaid non-current assets.

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### **Fixed Assets**

Fixed assets mainly comprise office buildings, leasehold improvements, building improvements, vehicles, office furniture, and computer equipment and hardware. Fixed assets are recorded at cost less accumulated depreciation with no residual value. Depreciation is computed using the straight-line method over the estimated useful lives of the assets.

<b>Fixed Assets</b>	<b>Estimated Useful Lives (years)</b>
Office buildings	36-47
Leasehold improvements	Lesser of term of the lease or the estimated useful lives of the assets
Building improvements	10
Vehicles	4-10
Office furniture	5
Computer equipment and hardware	2-5

Expenditure for maintenance and repairs is expensed as incurred.

The gain or loss on the disposal of fixed assets is the difference between the net sales proceeds and the lower of the carrying value or fair value less cost to sell the relevant assets and is recognized in operating expenses in the consolidated statements of comprehensive income.

### **Intangible Assets**

Intangible assets mainly comprise domain names and trademarks, developed technologies, computer software, purchased video content, cinema advertising slot rights, and operating rights for licensed games. Intangible assets are recorded at cost less accumulated amortization with no residual value. Amortization of intangible assets other than purchased video content is computed using the straight-line method over their estimated useful lives.

The estimated useful lives of our intangible assets are listed below:

<b>Intangible Assets</b>	<b>Estimated Useful Lives (years)</b>
Domain names and trademarks	4-30
Developed technologies	3-10
Computer software	1-5
Purchased video content	4 months to 2 years, or over the applicable licensing period
Cinema advertising slot rights	over the contract terms
Operating rights for licensed games	over the contract terms

### **Purchased Video Content and Self-produced Video Content**

Purchased video content is recognized as intangible assets. Amortization of purchased video content is computed based on the trend in viewership accumulation. For self-produced video content, the production costs incurred in excess of the amount of revenue contracted are expensed as incurred, instead of being recorded as intangible assets.

Sohu Video enters into nonmonetary transactions to exchange online broadcasting rights for purchased video content with other online video broadcasting companies. Under *ASC 845*, the cost of a nonmonetary asset acquired in exchange for another nonmonetary asset is the fair value of the asset surrendered to obtain the acquired nonmonetary asset, and a gain or loss should be recognized on the exchange. The fair value of the asset received should be used to measure the cost if the fair value of the asset received is more reliable than the fair value of the asset surrendered. We record these nonmonetary exchanges at the fair values of the online broadcasting rights for purchased video content and recognize any gain or loss from such exchange transactions.

### **Prepaid Non-current Assets**

Prepaid non-current assets primarily include prepaid PRC income tax arising from the sale of certain assets associated with the 17173.com Website by Sohu to Changyou. The prepaid PRC income tax will be amortized over the period of the weighted average remaining life of the 17173.com Website related assets sold to Changyou.

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### **Impairment of Long-lived Assets**

In accordance with ASC 360-10-35, we review the carrying values of long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Based on the existence of one or more indicators of impairment, we measure any impairment of long-lived assets using the projected discounted cash flow method at the asset group level. The estimation of future cash flows requires significant management judgment based on our historical results and anticipated results and is subject to many factors. The discount rate that is commensurate with the risk inherent in our business model is determined by our management. An impairment loss would be recorded if we determined that the carrying value of long-lived assets may not be recoverable. The impairment to be recognized is measured by the amount by which the carrying values of the assets exceed the fair value of the assets.

### **Goodwill**

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities acquired as a result of our acquisitions of interests in our subsidiaries and consolidated VIEs. If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, we report in our financial statements provisional amounts for the items for which the accounting is incomplete. If a measurement period adjustment is identified, we recognize the adjustment as part of the acquisition accounting. We increase or decrease the provisional amounts of identifiable assets or liabilities by means of increases or decreases in goodwill for measurement period adjustments.

In accordance with ASC 350, we do not amortize goodwill, but test it for impairment. Goodwill is not deductible for tax purposes. We test goodwill for impairment at the reporting unit level on an annual basis as of October 1, and between annual tests when an event occurs or circumstances change that could indicate that the asset might be impaired. Commencing in September 2011, we adopted the Financial Accounting Standards Board (“FASB”) revised guidance on “Testing of Goodwill for Impairment.” Under this guidance, we have the option to choose whether we will apply the qualitative assessment first and then the quantitative assessment, if necessary, or to apply the quantitative assessment directly. For reporting units applying a qualitative assessment first, we start the goodwill impairment test by assessing qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If we determine that it is more-likely-than-not the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of a comparison of the fair value of goodwill with its carrying value. For reporting units directly applying the quantitative assessment, we perform the goodwill impairment test by quantitatively comparing the fair values of those reporting units to their carrying amounts.

Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.

### **Contingent Consideration**

Changyou’s acquisition of Beijing Doyo Internet Technology Co., Ltd. (“Doyo”) included a contingent consideration arrangement that requires additional consideration to be paid by Changyou based on the financial performance of Doyo for the fiscal years 2013 through 2015. The fair value of the contingent consideration was recognized on the acquisition date using the income approach/ discounted cash flow method with a scenario analysis applied. There were no indemnification assets involved.

### **Comprehensive Income**

Comprehensive income is defined as the change in equity of a company during a period from transactions and other events and circumstances excluding transactions resulting from investments from owners and distributions to owners. Accumulated other comprehensive income, as presented on our consolidated balance sheets, includes a cumulative foreign currency translation adjustment.

### **Functional Currency and Foreign Currency Translation**

#### **Functional Currency**

An entity’s functional currency is the currency of the primary economic environment in which it operates, normally that is the currency of the environment in which the entity primarily generates and expends cash. Management’s judgment is essential to determine the functional currency by assessing various indicators, such as cash flows, sales price and market, expenses, financing and inter-company transactions and arrangements. The functional currency of Sohu.com Inc. is the U.S. dollar. The functional currency of our subsidiaries in the U.S., the Cayman Islands, the British Virgin Islands and Hong Kong is the U.S. dollar. The functional currencies of our subsidiaries and VIEs in other countries are the national currencies of those countries, rather than the U.S. dollar.



[Table of Contents](#)**Foreign Currency Translation**

Assets and liabilities of our subsidiaries and VIEs whose functional currencies are not the U.S. dollar are translated into U.S. dollars, our reporting currency, at the exchange rate in effect at the balance sheet date, and revenues and expenses are translated at the average exchange rates in effect during the reporting period. Foreign currency translation adjustments are not included in determining net income for the period but are accumulated in a separate component of equity in our consolidated balance sheets.

Foreign currency transactions denominated in currencies other than the functional currency are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the balance sheet date are re-measured at the applicable rates of exchange in effect at that date. Gains and losses resulting from foreign currency re-measurement are included in the consolidated statements of comprehensive income.

**RESULTS OF OPERATIONS****Revenues**

The following table presents our revenues by revenue source and by proportion for the periods indicated (in thousands, except percentages):

	Three Months Ended June 30,			Six Months Ended June 30,						
	2014	2015	2015 vs 2014	2014	2015	2015 vs 2014				
Revenues										
Online advertising:										
Brand advertising	\$133,408	34%	\$150,849	31%	\$17,441	\$244,511	32%	\$284,670	30%	\$ 40,159
Search and Web directory	85,064	21%	135,206	27%	50,142	149,373	20%	240,332	25%	90,959
Subtotal of online advertising revenues	218,472	55%	286,055	58%	67,583	393,884	52%	525,002	55%	131,118
Online game	153,877	38%	172,350	35%	18,473	317,265	41%	357,344	38%	40,079
Others	27,802	7%	35,161	7%	7,359	54,317	7%	66,552	7%	12,235
Total revenues	<u>\$400,151</u>	100%	<u>\$493,566</u>	100%	<u>\$93,415</u>	<u>\$765,466</u>	100%	<u>\$948,898</u>	100%	<u>\$183,432</u>

Total revenues were \$493.6 million and \$948.9 million, respectively, for the three and six months ended June 30, 2015, compared to \$400.2 million and \$765.5 million, respectively, for the corresponding periods in 2014. The increase in total revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$93.4 million, representing a year-on-year growth rate of 23%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$183.4 million, representing a year-on-year growth rate of 24%. The increases were mainly attributable to increases in search and Web directory revenues.

**Online Advertising Revenues**

Online advertising revenues were \$286.1 million and \$525.0 million, respectively, for the three and six months ended June 30, 2015, compared to \$218.5 million and \$393.9 million, respectively, for the corresponding periods in 2014. The increase in online advertising revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$67.6 million, representing a year-on-year growth rate of 31%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$131.1 million, representing a year-on-year growth rate of 33%.

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### *Brand Advertising Revenues, Generated by Sohu and Changyou*

Brand advertising revenues were \$150.8 million and \$284.7 million, respectively, for the three and six months ended June 30, 2015, compared to \$133.4 million and \$244.5 million, respectively, for the corresponding periods in 2014. The increase in brand advertising revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$17.4 million, representing a year-on-year growth rate of 13%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$40.2 million, representing a year-on-year growth rate of 16%. The year-on-year increases in brand advertising revenues were mainly from Sohu Video.

### Sohu

#### • *Sohu Media Portal*

Revenues from Sohu Media Portal were \$52.3 million and \$97.4 million, respectively, for the three and six months ended June 30, 2015, compared to \$50.2 million and \$94.5 million, respectively, for the corresponding periods in 2014. The increase in revenues from Sohu Media Portal from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$2.1 million, representing a year-on-year growth rate of 4%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$2.9 million, representing a year-on-year growth rate of 3%. The transition of the Sohu Media Portal business from PC to mobile accelerated during the second quarter of 2015, as mobile advertising contributed more than half of Sohu Media Portal's total revenues for the first time. The number of advertisers for Sohu Media Portal was 1,664 and 2,516, respectively, for the three and six months ended June 30, 2015, compared to 1,714 and 2,162, respectively, for the corresponding periods in 2014.

#### • *Sohu Video*

Revenues from Sohu Video were \$56.8 million and \$106.4 million, respectively, for the three and six months ended June 30, 2015, compared to \$42.4 million and \$74.0 million, respectively, for the corresponding periods in 2014. The increase in revenues from Sohu Video from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$14.4 million, representing a year-on-year growth rate of 34%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$32.4 million, representing a year-on-year growth rate of 44%. For Sohu Video, in order to improve monetization, we adopted a strategy of providing high-quality and differentiated content, which in turn attracted a larger number of advertisers, which drove an increase in our revenues. For the month of June 2015 compared to the month of June 2014, the average daily unique visitors and average daily video views for Sohu Video increased 14% and 8%, respectively. The pricing for online video has generally been stable. The number of advertisers for Sohu Video was 275 and 380, respectively, for the three and six months ended June 30, 2015, compared to 291 and 368, respectively, for the corresponding periods in 2014.

#### • *Focus*

Revenues from Focus were \$27.0 million and \$56.5 million, respectively, for the three and six months ended June 30, 2015, compared to \$26.0 million and \$52.1 million, respectively, for the corresponding periods in 2014. The increase in revenues from Focus from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$1 million, representing a year-on-year growth rate of 4%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$4.4 million, representing a year-on-year growth rate of 8%.

Revenues from Focus were generated through the Fixed Price model and the E-commerce model.

For the Fixed Price model, revenues were \$13.1 million and \$28.9 million, respectively, for the three and six months ended June 30, 2015, compared to \$15.8 million and \$31.1 million, respectively, for the corresponding periods in 2014, representing decreases of 2.7 million and \$2.2 million, respectively, from the three months ended June 30, 2014 to the three months ended June 30, 2015 and from the six months ended June 30, 2014 to the six months ended June 30, 2015.

For the E-commerce model, revenues were \$13.9 million and \$27.6 million, respectively, for the three and six months ended June 30, 2015, compared to \$10.2 million and \$21.0 million, respectively, for the corresponding periods in 2014. The increase was mainly driven by our subscription membership services offered to prospective purchasers of real estate as a result of the expansion of the Focus business through our establishment of more partnerships with property developers. The number of developers with which we had cooperation arrangements was 454 and 634, respectively, for the three and six months ended June 30, 2015, compared to 305 and 407, respectively, for the corresponding periods in 2014. The number of paying subscribers for the membership services was 23,562 and 44,060, respectively, for the three and six months ended June 30, 2015, compared to 16,080 and 31,062, respectively, for the corresponding periods in 2014.

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### Changyou

#### • 17173.com Website

Revenues from the 17173.com Website were \$14.7 million and \$24.4 million, respectively, for the three and six months ended June 30, 2015, compared to \$14.7 million and \$24.0 million, respectively, for the corresponding periods in 2014. Revenues from the 17173.com Website were stable for the three and six months ended June 30, 2015, compared to the corresponding periods in 2014. The number of advertisers on the 17173.com Website was 100 and 128, respectively, for the three and six months ended June 30, 2015, compared to 77 and 96, respectively, for the corresponding periods in 2014.

#### *Search and Web Directory Revenues, Generated by Sogou*

Revenues from search and Web directory services were \$135.2 million and \$240.3 million, respectively, for the three and six months ended June 30, 2015, compared to \$85.1 million and \$149.4 million, respectively, for the corresponding periods in 2014. The increase in revenues from search and Web directory services from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$50.1 million, representing a year-on-year growth rate of 59%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$91.0 million, representing a year-on-year growth rate of 61%.

#### *Pay-for-click Services*

Revenues from pay-for-click services accounted for approximately 83% and 82%, respectively, of the total search and Web directory revenues for the three and six months ended June 30, 2015, compared to 79% and 77%, respectively, for the corresponding periods in 2014. The growth in revenues from pay-for-click services was principally attributable to an increase in the number of paid clicks and a higher average cost-per-click. Paid clicks increased by approximately 38% and 43%, respectively, for the three and six months ended June 30, 2015, compared to the corresponding periods in 2014. Average cost-per-click increased by approximately 17% and 16%, respectively, for the three and six months ended June 30, 2015, compared to the corresponding periods in 2014.

#### *Online Marketing Services on Web Directories Operated by Sogou*

Revenues from online marketing services on Web directories operated by Sogou accounted for approximately 14% of the total search and Web directory revenues for both the three and six months ended June 30, 2015, compared to 16% and 18%, respectively, for the corresponding periods in 2014. The growth in revenues from online marketing services on Web directories operated by Sogou was primarily driven by an increase in the number of average daily unique visitors on Web directories operated by Sogou, as the number of average daily unique visitors increased by approximately 16% and 23%, respectively, for the three and six months ended June 30, 2015 compared to the corresponding periods in 2014.

#### *Online Game Revenues Generated by Changyou*

Revenues from the online game business were \$172.4 million and \$357.3 million, respectively, for the three and six months ended June 30, 2015, compared to \$153.9 million and \$317.3 million, respectively, for the corresponding periods in 2014.

#### *PC games and Mobile Games*

Revenues from PC games were \$96.4 million and \$198.1 million, respectively, for the three and six months ended June 30, 2015, compared to \$127.3 million and \$257.2 million, respectively, for the corresponding periods in 2014. The decrease in revenues from PC games from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$30.9 million, representing a year-on-year decrease rate of 24%, and the decrease from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$59.1 million, representing a year-on-year decrease rate of 23%. The year-on-year decrease in revenues from PC games was mainly due to decreased revenues from TLBB, resulting from the strategic decision to reduce the level of promotional activities within TLBB to achieve an in-game balance and a sustainable environment for game players and the game's maturity. For the three and six months ended June 30, 2015, revenues from TLBB were \$80.6 million and \$167.1 million, respectively, accounting for approximately both of 47% of Changyou's online game revenues, approximately 40% and 41%, respectively, of Changyou's total revenues and approximately 16% and 18%, respectively, of the Sohu Group's total revenues.

Revenues from mobile games were \$58.8 million and \$124.5 million, respectively, for the three and six months ended June 30, 2015, compared to \$1.6 million and \$3.5 million, respectively, for the corresponding periods in 2014. The increase in revenues from mobile games from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$57.2 million, representing a year-on-year growth rate of 3575%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$121 million, representing a year-on-year growth rate of 3457%. The increase was mainly due to revenues from Changyou's mobile game TLBB 3D, which was launched in the fourth quarter of 2014.

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The following table sets forth certain operating data for Changyou's PC games and mobile games for the periods indicated:

Average Monthly Active Accounts (1) (in millions)	Three Months Ended March 31		Three Months Ended June 30	
	PC games	PC games and mobile games	PC games	PC games and mobile games
2014	6.5	9.1	6.9	8.2
2015	4.9	9.3	4.4	10.1

  

Quarterly Aggregate Active Paying Accounts (2) (in millions)	Three Months Ended March 31		Three Months Ended June 30	
	PC games	PC games and mobile games	PC games	PC games and mobile games
2014	1.5	1.5	1.4	1.5
2015	1.1	2.0	1.1	2.5

- (1) Average Monthly Active Accounts for a given period refers to the number of registered accounts that were logged in to these games at least once during the period.
- (2) Quarterly Aggregate Active Paying Accounts for a given quarter refers to the number of accounts from which game points were used at least once during the quarter.

### *Web Games*

Revenues from Web games were \$17.2 million and \$34.7 million, respectively, for the three and six months ended June 30, 2015, compared to \$25.0 million and \$56.6 million, respectively, for the corresponding periods in 2014. The year-on-year decrease in revenues from Web games was mainly due to decreased revenues from Wartune and DDTank, which have reached a mature phase in their operation.

### *Others Revenues*

Revenues from others services were \$35.2 million and \$66.6 million, respectively, for the three and six months ended June 30, 2015, compared to \$27.8 million and \$54.3 million, respectively, for the corresponding periods in 2014. The increase was mainly due to increased revenues from IVAS and the cinema advertisement business.

### **Costs and Expenses**

#### ***Cost of Revenues***

The following table presents our cost of revenues by source and by proportion for the periods indicated (in thousands, except percentages):

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	Three Months Ended June 30,					Six Months Ended June 30,				
	2014		2015		2015 vs 2014	2014		2015		2015 vs 2014
Cost of revenues:										
Online advertising:										
Brand advertising	\$ 82,898	49%	\$ 99,847	45%	\$16,949	\$147,038	48%	\$204,399	46%	\$ 57,361
Search and Web directory	40,420	24%	58,552	26%	18,132	72,157	23%	108,471	24%	36,314
Subtotal of cost of online advertising revenues	123,318	73%	158,399	71%	35,081	219,195	71%	312,870	70%	93,675
Online game	30,263	17%	43,929	20%	13,666	56,849	19%	93,414	21%	36,565
Others	16,305	10%	18,872	9%	2,567	32,340	10%	37,070	9%	4,730
Total cost of revenues	\$169,886	100%	\$221,200	100%	\$51,314	\$308,384	100%	\$443,354	100%	\$134,970

Total cost of revenues was \$221.2 million and \$443.4 million, respectively, for the three and six months ended June 30, 2015, compared to \$169.9 million and \$308.4 million, respectively, for the corresponding periods in 2014. The increase in cost of revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$51.3 million, representing a year-on-year growth rate of 30%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$135.0 million, representing a year-on-year growth rate of 44%.

### *Cost of Online Advertising Revenues*

Cost of online advertising revenues was \$158.4 million and \$312.9 million, respectively, for the three and six months ended June 30, 2015, compared to \$123.3 million and \$219.2 million, respectively, for the corresponding periods in 2014. The increase in cost of online advertising revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$35.1 million, representing a year-on-year growth rate of 28%, and the increase from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$93.7 million, representing a year-on-year growth rate of 43%.

### *Cost of Brand Advertising Revenues*

Cost of brand advertising revenues mainly consists of content and license costs, bandwidth leasing costs, salary and benefits expenses, and depreciation expenses.

Cost of brand advertising revenues was \$99.8 million and \$204.4 million, respectively, for the three and six months ended June 30, 2015, compared to \$82.9 million and \$147.0 million, respectively, for the corresponding periods in 2014.

The increase in cost of brand advertising revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$16.9 million, representing a year-on-year growth rate of 20%. The increase mainly consisted of a \$10.8 million increase in content and license costs and a \$3.7 million increase in salary and benefits expense.

The increase in cost of brand advertising revenues from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$57.4 million, representing a year-on-year growth rate of 39%. The increase mainly consisted of a \$42.7 million increase in content and license costs, a \$5.9 million increase in bandwidth leasing costs, and a \$5.8 million increase in salary and benefits expense.

Our brand advertising gross margin was 34% and 28%, respectively, for the three and six months ended June 30, 2015, as compared to 38% and 40%, respectively, for the corresponding periods in 2014. The decrease in our brand advertising gross margin was primarily due to an increase in content costs, which outpaced revenue growth.

### *Cost of Search and Web Directory Revenues*

Cost of search and Web directory revenues mainly consists of traffic acquisition costs, bandwidth leasing costs, depreciation expenses, as well as salary and benefits expenses.

Cost of search and Web directory revenues was \$58.6 million and \$108.5 million, respectively, for the three and six months ended June 30, 2015, compared to \$40.4 million and \$72.2 million, respectively, for the corresponding periods in 2014.

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The increase in cost of search and Web directory revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$18.1 million. The increase mainly consisted of a \$13.5 million increase in traffic acquisition costs, a \$3.6 million increase in bandwidth leasing costs and a \$1.1 million increase in depreciation expenses.

The increase in cost of search and Web directory revenues from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$36.3 million. The increase mainly consisted of a \$27.2 million increase in traffic acquisition costs, a \$7.4 million increase in bandwidth leasing costs and a \$1.7 million increase in depreciation expenses.

Our search and Web directory margin was 57% and 55%, respectively, for the three and six months ended June 30, 2015, as compared to 52% for both the three months and six months ended June 30, 2014. The increase in our search and Web directory gross margin was mainly due to increased revenues, combined with lower costs as a percentage of search and Web directory revenues.

### *Cost of Online Game Revenues*

Cost of online game revenues mainly consists of revenue-sharing payments, salary and benefits expenses, bandwidth leasing costs, and depreciation and amortization expenses.

Cost of online game revenues was \$43.9 million and \$93.4 million, respectively, for the three and six months ended June 30, 2015, compared to \$30.3 million and \$56.8 million, respectively, for the corresponding periods in 2014.

The increase in cost of online game revenues from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$13.6 million. The increase included a \$23.6 million increase in revenue-sharing payments to mobile app stores, which was offset by a \$4.9 million decrease in salary and benefits expenses, a \$1.9 million decrease in depreciation and amortization expenses and a \$1.4 million decrease in bandwidth leasing costs.

The increase in cost of online game revenues from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$36.6 million. The increase included a \$50.9 million increase in revenue-sharing payments to mobile app stores, which was offset by a \$7.7 million decrease in salary and benefits expenses, a \$2.7 million decrease in bandwidth leasing costs and a \$2.3 million decrease in depreciation and amortization expenses.

Our online game gross margin was 75% and 74%, respectively, for the three and six months ended June 30, 2015, as compared to 80% and 82%, respectively, for the three and six months ended June 30, 2014. The decreases in our online game gross margin were mainly due to a change in the revenue mix, as Changyou launched new mobile games that typically require additional revenue-sharing payments.

### *Cost of Others Revenues*

Cost of others revenues mainly consists of revenue-sharing payments related to the IVAS business, revenue-sharing payments paid to China mobile network operators, and payments to theatres and film production companies for pre-film screening advertisement slots.

Cost of others revenues was \$18.9 million and \$37.1 million, respectively, for the three and six months ended June 30, 2015, compared to \$16.3 million and \$32.3 million, respectively, for the corresponding periods in 2014. The increase in cost of others revenues from the three and six months ended June 30, 2014 to the three and six months ended June 30, 2015 was \$2.6 million and \$4.7 million, respectively. The increases were mainly due to revenue-sharing payments related to the IVAS business and costs related to the cinema advertisement business.

### *Operating Expenses*

The following table presents our operating expenses by nature and by proportion for the periods indicated (in thousands, except percentages):

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	Three Months Ended June 30,			Six Months Ended June 30,						
	2014	2015	2015 vs 2014	2014	2015	2015 vs 2014				
<b>Operating expenses:</b>										
Product development	\$102,218	35%	\$100,771	40%	\$ (1,447)	\$219,940	37%	\$202,962	42%	\$ (16,978)
Sales and marketing	136,606	47%	103,977	41%	(32,629)	278,960	47%	187,105	39%	(91,855)
General and administrative	53,246	18%	49,720	19%	(3,526)	88,600	16%	94,884	19%	6,284
Total operating expenses	<u>\$292,070</u>	100%	<u>\$254,468</u>	100%	<u>\$(37,602)</u>	<u>\$587,500</u>	100%	<u>\$484,951</u>	100%	<u>\$(102,549)</u>

Total operating expenses were \$254.5 million and \$485.0 million, respectively, for the three and six months ended June 30, 2015, compared to \$292.1 million and \$587.5 million, respectively, for the corresponding periods in 2014. The decrease in operating expenses from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$37.6 million, and the decrease from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$102.5 million. The decrease was mainly due to cuts in marketing and promotional spending for Changyou's mobile internet products.

### *Product Development Expenses*

Product development expenses mainly consist of personnel-related expenses incurred for enhancement and maintenance of our Websites, costs associated with new product development and maintenance, and costs of enhancement of existing products and services, and include the development costs of online games prior to the establishment of technological feasibility and maintenance costs after the online games are available for marketing.

Product development expenses were \$100.8 million and \$203.0 million, respectively, for the three and six months ended June 30, 2015, compared to \$102.2 million and \$219.9 million, respectively, for the corresponding periods in 2014.

The decrease in product development expenses from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$1.4 million. The decrease mainly consisted of a \$1.3 million decrease in content and license costs, a \$1.1 million decrease in salary and benefits expense, and a \$1.1 million decrease in share-based compensation expense, offset by a \$2.0 million increase in depreciation and amortization expense.

The decrease in product development expenses from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$17.0 million. The decrease mainly consisted of a \$22.8 million decrease in salary and benefits expense, offset by a \$4.1 million increase in depreciation and amortization expense, and a \$1.1 million increase in share-based compensation expense. The decrease in salary and benefits expenses resulted primarily from an accrual for estimated compensation expense associated with three employee incentive plans that had been recognized by Changyou in the first quarter of 2014. Such accrual was reversed in the fourth quarter of 2014 due to lowered estimates based on management's latest reassessment of the estimated compensation liabilities for the three employee incentive plans. The three employee incentive plans were cancelled during the first quarter of 2015, and therefore no such accrual was made in the first quarter of 2015.

### *Sales and Marketing Expenses*

Sales and marketing expenses mainly consist of advertising and promotional expenditures, salary and benefits expenses, travel expenses, and facility expenses.

Sales and marketing expenses were \$104.0 million and \$187.1 million, respectively, for the three and six months ended June 30, 2015, compared to \$136.6 million and \$279.0 million, respectively, for the corresponding periods in 2014.

The decrease in sales and marketing expenses from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$32.6 million. The decrease mainly consisted of a \$29.4 million decrease in advertising and promotional expenditures, which was mainly due to Changyou's significant reduction in marketing and promotional spending for mobile Internet products, a \$1.3 million decrease in facility expenses and a \$1.2 million decrease in salary and benefits expenses.

The decrease in sales and marketing expenses from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$91.9 million. The decrease mainly consisted of a \$87.3 million decrease in advertising and promotional expenditures, which was mainly due to Changyou's significant reduction in marketing and promotional spending for mobile Internet products, and a \$1.9 million decrease in facility expenses.

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### *General and Administrative Expenses*

General and administrative expenses mainly consist of salary and benefits expenses, share-based compensation expense, professional service fees, facility expenses, depreciation and amortization expenses and travel expenses.

General and administrative expenses were \$49.7 million and \$94.9 million, respectively, for the three and six months ended June 30, 2015, compared to \$53.2 million and \$88.6 million, respectively, for the corresponding periods in 2014.

The decrease in general and administrative expenses from the three months ended June 30, 2014 to the three months ended June 30, 2015 was \$3.5 million. The decrease mainly consisted of a \$5.1 million decrease in share-based compensation expense, and a \$3.5 million decrease in salary and benefits expenses, offset by a \$3.6 million increase in professional service fees, a \$1.6 million increase in facility expenses and a \$1.6 million increase in depreciation and amortization expenses.

The increase in general and administrative expenses from the six months ended June 30, 2014 to the six months ended June 30, 2015 was \$6.3 million. The increase mainly consisted of a \$6.7 million increase in professional service fees, a \$2.9 million increase in facility expenses, and a \$1.8 million increase in depreciation and amortization expenses, offset by a \$4.8 million decrease in salary and benefits expenses.

### *Share-based Compensation Expense*

Share-based compensation expense was recognized in costs and expenses for the three and six months ended June 30, 2014 and 2015, respectively, as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2015	2014	2015
Share-based compensation expense				
Cost of revenues	\$ 1,199	\$ 606	\$ 985	\$ 858
Product development expenses	7,294	6,235	9,947	11,011
Sales and marketing expenses	2,111	862	2,814	1,107
General and administrative expenses	15,962	10,837	18,060	17,791
	<u>\$26,566</u>	<u>\$18,540</u>	<u>\$31,806</u>	<u>\$30,767</u>

Share-based compensation expense recognized for share awards of Sohu (excluding Sohu Video), Sogou, Changyou and Sohu Video was as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2015	2014	2015
Share-based compensation expense				
For Sohu (excluding Sohu Video) share-based awards	\$ 1,277	\$ 8,360	\$ 3,905	\$12,737
For Sogou share-based awards (1)	20,603	2,144	22,935	6,936
For Changyou share-based awards	459	7,091	739	10,994
For Sohu Video share-based awards	4,227	945	4,227	100
	<u>\$26,566</u>	<u>\$18,540</u>	<u>\$31,806</u>	<u>\$30,767</u>

Note (1): Includes compensation expense for Tencent restricted share units that Tencent had granted to employees who transferred to Sogou with the Soso search-related businesses, and compensation expense equal to the excess of the repurchase price paid to employees over the fair value at the repurchase date of Sogou Class A Ordinary Shares that we repurchased in the second quarter of 2014.

As of June 30, 2015, unrecognized share-based compensation expense for Sohu (excluding Sohu Video), Sogou and Changyou share-based awards was as follows (in thousands):

Unrecognized share-based compensation expense	As of June 30, 2015
For Sohu (excluding Sohu Video) share-based awards	\$ 2,282
For Sogou share-based awards (2)	2,309
For Changyou share-based awards	52,907
	<u>\$ 57,498</u>

Note (2): Includes the unrecognized compensation expense for employees who transferred from Tencent with Soso search-related businesses.



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### ***Operating Profit/(Loss)***

For the three and six months ended June 30, 2015, we had an operating profit of \$17.9 million and \$20.6 million, respectively, compared to an operating loss of \$61.8 million and \$130.4 million, respectively, for the corresponding periods in 2014. This change was mainly due to Changyou. Changyou generated an operating profit of \$45.1 million and \$97.6 million, respectively, for the three and six months ended June 30, 2015, compared to an operating loss of \$7.0 million and \$37.0 million, respectively, for the three and six months ended June 30, 2014.

### ***Other Income/(Loss)***

We had other loss of \$0.4 million and other income of \$2.7 million, respectively, for the three and six months ended June 30, 2015, compared to other income of \$0.7 million and \$4.4 million, respectively, for the corresponding periods in 2014.

### ***Net Interest Income***

Net interest income was \$6.2 million and \$12.3 million, respectively, for the three and six months ended June 30, 2015, compared to \$8.8 million and \$17.2 million, respectively, for the corresponding periods in 2014.

### ***Income Tax Benefit/(Expense)***

Income tax expense was \$11.5 million and \$27.8 million, respectively, for the three and six months ended June 30, 2015, compared to an income tax benefit of \$1.7 million and \$1.5 million, respectively, for the corresponding periods in 2014.

The change from an income tax benefit to income tax expense was mainly due to Changyou. Changyou incurred income tax expense of \$7.5 million and \$20.0 million, respectively, for the three and six months ended June 30, 2015, compared to an income tax benefit of \$2.2 million and \$4.9 million, respectively, for the three and six months ended June 30, 2014.

### ***Net Income/(Loss)***

For the three and six months ended June 30, 2015, we had net income of \$11.5 million and \$6.9 million, respectively, compared to a net loss of \$50.5 million and \$106.6 million, respectively, for the corresponding periods in 2014.

### ***Net Income/(Loss) Attributable to Noncontrolling Interest***

Net income attributable to noncontrolling interest was \$38.7 million and \$65.2 million, respectively, for the three and six months ended June 30, 2015, compared to a net loss attributable to noncontrolling interest of \$9.4 million and \$14.4 million, respectively, for the corresponding periods in 2014.

### ***Deemed Dividend to Noncontrolling Sogou Series A Preferred Shareholders***

There was no deemed dividend to noncontrolling Sogou Series A Preferred shareholders for the three and six months ended June 30, 2015, compared to nil and \$27.7 million, respectively, for the corresponding periods in 2014.

The deemed dividend for 2014 resulted from Sogou's repurchase of 14.4 million Sogou Series A Preferred Shares from China Web, and was deemed to have been contributed by us, as a holder of ordinary shares of Sogou, in an amount equal to the proportionate difference between the price Sogou paid to China Web for the Series A Preferred Shares and the carrying amount of these 14.4 million Series A Preferred Shares in our consolidated financial statements.

### ***Net Loss Attributable to Sohu.com Inc.***

As a result of the foregoing, we had a net loss attributable to Sohu.com Inc. of \$27.2 million and \$58.3 million, respectively, for the three and six months ended June 30, 2015, compared to a net loss attributable to Sohu.com Inc. of \$41.1 million and \$119.9 million, respectively, for the corresponding periods in 2014.

**LIQUIDITY AND CAPITAL RESOURCES****Resources Analysis****Liquidity Sources and Balances**

Our principal sources of liquidity are cash and cash equivalents, short-term investments, and cash flows generated from our operations. Cash equivalents primarily comprise time deposits and money market funds. Short-term investments comprise investment instruments issued by commercial banks in China, with a variable interest rate indexed to performance of underlying assets and maturity dates within one year.

As of June 30, 2015, we had cash and cash equivalents of approximately \$1.0 billion, and short-term investments of \$197.1 million. Of our cash and cash equivalents, \$521.3 million was held in financial institutions inside Mainland China and \$480.7 million was held in financial institutions outside of Mainland China. Our VIEs held \$108.6 million of our cash and cash equivalents and \$893.7 million was held outside of our VIEs. In addition, as of June 30, 2015, we had, through Changyou, loans from offshore banks in the principal amount of \$370.0 million. These loans were secured by RMB deposits in onshore branches of those banks in the total amount of \$386.2 million, which are recognized as restricted time deposits.

We believe our current liquidity and capital resources are sufficient to meet anticipated working capital needs (net cash used in operating activities), commitments, capital expenditures, and investment activities over the next twelve months. We may, however, require additional cash resources due to changes in business conditions and other future developments, or changes in general economic conditions.

See “Restrictions and Limitations on Cash Available to Sohu.com Inc.” below and Item 3 “Quantitative and Qualitative Disclosure About Market Risk—Foreign Currency Exchange Rate Risk.”

**Contractual Obligations**

The following table sets forth our contractual obligations as of June 30, 2015 (in thousands):

<u>As of June 30, 2015</u>	<u>Contractual Obligation</u>
Repayment of principal of bank loans	\$ 370,000
Purchase of content and services – video	96,658
Purchase of bandwidth	79,673
Purchase of cinema advertisement slot rights	55,825
Operating lease obligations	40,387
Expenditures for operating rights for licensed games with technological feasibility – PC games	27,434
Purchase of content and services – others	17,908
Interest payment commitment	13,635
Expenditures for operating rights for licensed games with technological feasibility – mobile games	5,522
Fees for operating rights for licensed games in development – mobile games	2,831
Fees for operating rights for licensed games in development – PC games	1,692
Others	4,286
<b>Total</b>	<b>\$ 715,851</b>

**Significant Cash Related Activities**

On July 27, 2013, Changyou’s Board of Directors authorized a share repurchase program of up to \$100 million of the outstanding ADSs of Changyou over a two-year period from July 27, 2013 to July 26, 2015.

During the six months ended June 30, 2015, Changyou repurchased under the share repurchase program 52,446 of its ADSs, representing 104,892 ordinary shares, at an aggregate cost of approximately \$1.3 million. As of June 30, 2015, Changyou had repurchased under the share repurchase program an aggregate of 807,246 of its ADSs, representing 1,614,492 ordinary shares, at an aggregate cost of approximately \$22.1 million. In July 2015, Changyou repurchased 557,600 ADSs, representing 1,115,200 ordinary shares, at an aggregate cost of approximately \$12.9 million.

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Changyou's share repurchase program expired on July 26, 2015. As of July 26, 2015, Changyou had repurchased under the share repurchase program an aggregate of 1,364,846 Changyou ADSs, representing 2,729,692 ordinary shares, at an aggregate cost of approximately \$35 million.

### **Cash Generating Ability**

Our cash flows were summarized below (in thousands):

	<b>Six Months Ended June 30,</b>	
	<b>2014</b>	<b>2015</b>
Net cash provided by /(used in) operating activities	\$ (30,341)	\$ 200,341
Net cash provided by /(used in) investing activities	24,854	(79,112)
Net cash provided by /(used in) financing activities	(226,994)	14,167
Effect of exchange rate change on cash and cash equivalents	(4,445)	5,114
Reclassification of cash and cash equivalents to held-for-sale assets	0	(14,871)
Net increase /(decrease) in cash and cash equivalents	(236,926)	125,639
Cash and cash equivalents at beginning of period	1,287,288	876,340
Cash and cash equivalents at end of period	<u>\$1,050,362</u>	<u>\$1,001,979</u>

### ***Net Cash Provided by /(Used in) Operating Activities***

For the six months ended June 30, 2015, \$200.3 million net cash provided by operating activities was primarily attributable to our net income of \$6.9 million, adjusted by non-cash items of depreciation and amortization of \$138.2 million, share-based compensation expense of \$30.8 million, an increase in cash from working capital items of \$13.5 million, impairment of intangible assets of \$7.1 million, and other non-cash items of \$4.6 million, which were offset by a non-cash item of change in fair value of short-term investments of \$0.8 million.

For the six months ended June 30, 2014, \$30.3 million net cash used in operating activities was primarily attributable to our net loss of \$106.6 million, adjusted by non-cash items of depreciation and amortization of \$103.3 million, share-based compensation expense of \$14.8 million, and other non-cash items of \$2.3 million, offset by a decrease in cash from working capital items of \$40.4 million, a non-cash item of \$2.3 million representing a change in the fair value of a put option, and income of \$1.4 million from investments in debt securities.

### ***Net Cash Provided by /(Used in) Investing Activities***

For the six months ended June 30, 2015, \$79.1 million net cash used in investing activities was primarily attributable to purchase of fixed assets and intangible assets of \$128.7 million, purchase of long-term investments of \$16.7 million, loans of \$13.1 million made by Changyou and short-term investments of \$5.8 million, offset by consideration received from the disposition of 7Road of \$50.6 million, withdrawal of restricted time deposits originally used as collateral for Changyou loans from offshore banks of \$31.4 million, and proceeds from other investing activities of \$3.2 million.

For the six months ended June 30, 2014, \$24.9 million net cash provided by investing activities was primarily attributable to proceeds of debt securities at maturity of \$82.0 million, withdrawal of restricted time deposits originally used as collateral for Changyou loans from offshore banks of \$48.8 million, proceeds from short-term investments of \$2.8 million, investment income from investments in debt securities of \$1.4 million, and proceeds from other investing activities of \$0.3 million, offset by \$110.4 million used to acquire fixed assets and intangible assets.

### ***Net Cash Provided by /(Used in) Financing Activities***

For the six months ended June 30, 2015, \$14.2 net cash provided by financing activities was primarily attributable to \$12.9 million in loans to Changyou, \$2.0 million received from the exercise of share-based awards and cash received from other financing activities of \$0.6 million, offset by \$1.3 million used for Changyou's repurchase of its ADSs.

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For the six months ended June 30, 2014, \$227.0 million net cash used in financing activities was primarily attributable to Changyou's repayment of \$153.2 million loans to offshore banks, \$47.3 million used in Sogou's repurchase of Series A Preferred Shares of Sogou from China Web, \$24.5 million used in Sogou's repurchase of Sogou Class A Ordinary Shares from its noncontrolling shareholders, and \$2.8 million used in payment of contingent consideration by Changyou, offset by \$0.8 million received from the exercise of share-based awards.

### **Restrictions and Limitations on Cash Available to Sohu.com Inc.**

To fund any cash requirements it may have, Sohu.com Inc. may need to rely on dividends and other distributions on equity paid by our wholly-owned subsidiary Sohu.com Limited or our majority-owned subsidiary Changyou.com Limited. Since substantially all of our operations are conducted through our indirect wholly-owned and majority-owned China-based subsidiaries and VIEs, Sohu.com Limited and Changyou.com Limited may need to rely on dividends, loans or advances made by our PRC subsidiaries in order to make dividends and other distributions to us.

The ability of Sohu.com Limited and Changyou.com Limited to receive dividends and distributions from our China-based subsidiaries and VIEs, and the amount of cash available for distribution to, and use by, Sohu.com Inc., are subject to certain restrictions and limitations related to PRC law, our VIE structure and U.S. corporate income tax. We do not expect any of such restrictions or taxes to have a material impact on our ability to meet our cash obligations.

### **PRC Profit Appropriation, Withholding Tax on Dividends and Regulation of Foreign Currency Exchange**

Regulations in the PRC currently permit payment of dividends of a PRC company only out of accumulated profits as determined in accordance with accounting standards and regulations in China. Our China-based subsidiaries, which are wholly foreign-owned enterprises ("WFOE"s) under PRC law, are also required to set aside each year to their general reserves at least 10% of their after-tax profit based on PRC accounting standards, until the cumulative amount reaches 50% of their paid-in capital. These reserves may not be distributed as cash dividends, or as loans or advances. Our WFOEs may also allocate a portion of their after-tax profits, at the discretion of their Boards of Directors, to their staff welfare and bonus funds. Any amounts so allocated may not be distributed to Sohu.com Limited or Changyou.com Limited and, accordingly, would not be available for distribution to Sohu.com Inc.

The CIT Law imposes a 10% withholding income tax for dividends distributed by foreign-invested enterprises in the PRC to their immediate holding companies outside Mainland China. A lower withholding tax rate will be applied if there is a tax treaty arrangement between Mainland China and the jurisdiction of the foreign holding company. A holding company in Hong Kong, for example, will be subject to a 5% withholding tax rate under an arrangement between the PRC and the Hong Kong Special Administrative Region on the "Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital" if such holding company is considered a non-PRC resident enterprise and holds at least 25% of the equity interests in the PRC foreign invested enterprise distributing the dividends, subject to approval of the PRC local tax authority. However, if the Hong Kong holding company is not considered to be the beneficial owner of such dividends under applicable PRC tax regulations, such dividend will remain subject to a withholding tax rate of 10%.

Under regulations of the PRC State Administration of Foreign Exchange ("SAFE"), the RMB is not convertible into foreign currencies for capital account items, such as loans, repatriation of investments and investments outside of Mainland China, unless prior approval of the SAFE is obtained and prior registration with the SAFE is made.

### **PRC Restrictions Related to Our VIE Structure**

While generally Sohu.com Inc.'s VIEs generate revenues and cash, most of those VIEs, other than those which are VIEs of Changyou.com Limited, incurred deficits as a result of significant costs involved in their operations for the three and six months ended June 30, 2015.

Substantially all of Changyou.com Limited's operations are conducted through its VIEs, which generate most of Changyou's online game revenues. Although Changyou's subsidiaries received or absorbed a majority of the VIEs' profits or losses pursuant to contractual agreements between the VIEs and Changyou's PRC subsidiaries providing for payments to the subsidiaries in return for services provided to the VIEs by the PRC subsidiaries, significant cash balances remained in Changyou's VIEs as of June 30, 2015. As Changyou's VIEs are not owned by Changyou's PRC subsidiaries, the VIEs are not able to make dividend payments to the subsidiaries. Therefore, in order for Sohu.com Inc. or our subsidiaries outside of Mainland China to receive any dividends, loans or advances from Changyou's PRC subsidiaries, we will need to rely on these contractual payments made by Changyou's VIEs to Changyou's PRC subsidiaries. Depending on the nature of services provided by Changyou's PRC subsidiaries to their corresponding VIEs, certain of these payments will subject to PRC taxes, including Business Tax and VAT, which will effectively reduce the amount that the PRC subsidiary receives from its corresponding VIE. In addition, the PRC government could impose restrictions on such payments or change the tax rates applicable to such payments.

## **U.S. Corporate Income Tax**

Sohu.com Inc. is a Delaware corporation and is subject to corporate income tax in the United States. Although in the past Sohu.com Inc. has been able to use NOLs to offset a portion of its U.S. taxable income, at the end of its 2012 taxable year it had no further NOLs available for offsetting any U.S. taxable income. The majority of our subsidiaries and VIEs are based in China and are subject to income taxes in the PRC. These China-based subsidiaries and VIEs conduct substantially all of our operations and, as a result, we generate most of our consolidated income or losses in China. The amount of cash derived from our operations that can be used to buy back our shares of common stock in the market, paid as dividends to Sohu.com Inc.'s shareholders or used for other corporate purposes of Sohu.com Inc. may be limited by the imposition of U.S. corporate income tax on Sohu.com Inc.'s income.

In accordance with U.S. GAAP, we do not provide for U.S. federal income taxes or tax benefits on the undistributed earnings or losses of our non-U.S. subsidiaries or consolidated VIEs because, for the foreseeable future, we do not have the intention to repatriate those undistributed earnings or losses to the U.S. However, certain activities conducted in the PRC may give rise to U.S. corporate income tax, even if there are no distributions to Sohu.com Inc. U.S. corporate income taxes would be imposed on Sohu.com Inc. when its subsidiaries that are controlled foreign corporations ("CFCs") generate income that is subject to Subpart F of the U.S. Internal Revenue Code ("Subpart F"). Passive income, such as rents, royalties, interest and dividends, is among the types of income subject to taxation under Subpart F. Any income taxable under Subpart F is taxable in the U.S. at federal corporate income tax rates of up to 35%. Subpart F income also includes certain income from intercompany transactions between Sohu.com Inc.'s non-U.S. subsidiaries and VIEs and Changyou's non-U.S. subsidiaries and VIEs, or where Sohu.com Inc.'s non-U.S. subsidiaries or VIEs make an "investment in U.S. property," such as holding the stock in, or making a loan to, a U.S. corporation. Under a temporary provision of the U.S. tax code commonly referred to as the CFC look-through rule, Sohu.com Inc. has not had to treat dividends received by its CFC subsidiaries as Subpart F income includible in Sohu.com Inc.'s taxable income in the U.S. The CFC look-through rule, which is currently scheduled to expire for taxable years beginning after December 31, 2014, has been extended several times by the U.S. Congress. Unless further extended, the CFC look-through rule will be available for Sohu.com Inc.'s CFC subsidiaries and their VIEs only through their taxable years ending November 30, 2015.

## **Dividend Policy**

The Sohu Group intends to retain all available funds and any future earnings for use in the operation and expansion of its own business, and does not anticipate paying any cash dividends on Sohu.com Inc.'s common stock or causing Changyou to pay any dividends on Changyou.com Limited's ordinary shares, including ordinary shares represented by Changyou.com Limited's ADSs, or causing Sogou to pay any dividends on Sogou.com Inc.'s ordinary shares and preferred shares, for the foreseeable future. Future cash dividends distributed by Sohu.com Inc., Changyou.com Limited, or Sogou.com Inc., if any, will be declared at the discretion of their respective Boards of Directors and will depend upon their future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and such other factors as their respective Boards of Directors may deem relevant.

## **OFF-BALANCE SHEET COMMITMENTS AND ARRANGEMENTS**

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of third parties, except for a \$9.0 million restricted time deposit acting as collateral for credit facilities provided by a bank to certain Sogou employees. We are not subject to any additional potential payments other than the restricted time deposit amount, and believe that the fair value of our guarantee liability is immaterial. We have not entered into any derivative contracts that are indexed to our shares and classified as shareholder's equity, or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or that engages in leasing, hedging or product development services with us.

## **IMPACT OF RECENTLY ISSUED ACCOUNTING STANDARDS**

In February 2015, the FASB issued *Consolidation (Topic 810) — Amendments to the Consolidation Analysis*. The amendments in Topic 810 respond to stakeholders' concerns about the current accounting for consolidation of variable interest entities, by changing aspects of the analysis that a reporting entity must perform to determine whether it should consolidate such entities. Under the amendments, all reporting entities are within the scope of Subtopic 810-10, *Consolidation—Overall*, including limited partnerships and similar legal entities, unless a scope exception applies. The amendments are intended to be an improvement to current U.S. GAAP, as they simplify the codification of FASB Statement No. 167, *Amendments to FASB Interpretation No. 46(R)*, with changes including reducing the number of consolidation models through the elimination of the indefinite deferral of Statement 167 and placing more emphasis on risk of loss when determining a controlling financial interest. The amendments are effective for publicly-traded companies for fiscal years beginning after December 15, 2015, and for interim periods within those fiscal years. Earlier adoption is permitted. We are currently evaluating the impact on our consolidated financial statements of adopting this guidance.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK**

**FOREIGN CURRENCY EXCHANGE RATE RISK**

While our reporting currency is the U.S. dollar, to date the majority of our revenues and costs are denominated in RMB and a significant portion of our assets and liabilities are denominated in RMB. As a result, we are exposed to foreign exchange risk as our revenues and results of operations may be affected by fluctuations in the exchange rate between the U.S. dollar and the RMB. If the RMB depreciates against the U.S. dollar, the value of our RMB revenues and assets as expressed in our U.S. dollar financial statements will decline. We do not hold any derivative or other financial instruments that expose us to substantial market risk.

The RMB is currently freely convertible under the “current account,” which includes dividends, trade and service-related foreign exchange transactions, but not under the “capital account,” which includes foreign direct investment. In addition, commencing on July 21, 2005, China reformed its exchange rate regime by changing to a managed floating exchange rate regime based on market supply and demand with reference to a basket of currencies. Under the managed floating exchange rate regime, the RMB is no longer pegged to the U.S. dollar. The exchange rate of the RMB against the U.S. dollar was adjusted to RMB8.11 per U.S. dollar as of July 21, 2005, representing an appreciation of about 2%. The People’s Bank of China will announce the closing prices of foreign currencies such as the U.S. dollar traded against the RMB in the inter-bank foreign exchange market after the closing of the market on each business day, and will make such prices the central parity for trading against the RMB on the following business day. On May 19, 2007, the People’s Bank of China announced a policy to expand the maximum daily floating range of RMB trading prices against the U.S. dollar in the inter-bank spot foreign exchange market from 0.3% to 0.5%. While the international reactions to the RMB revaluation and widening of the RMB’s daily trading band have generally been positive, with the increased floating range of the RMB’s value against foreign currencies, the RMB may appreciate or depreciate significantly in value against the U.S. dollar or other foreign currencies in the long term, depending on the fluctuation of the basket of currencies against which it is currently valued. On June 19, 2010, the People’s Bank of China announced that it has decided to proceed further with the reform of the RMB exchange rate regime to enhance the flexibility of the RMB exchange rate and that emphasis would be placed on reflecting market supply and demand with reference to a basket of currencies. While so indicating its intention to make the RMB’s exchange rate more flexible, the People’s Bank of China ruled out any sharp fluctuations in the currency or a one-off adjustment. On April 16, 2012, the People’s Bank of China announced a policy to expand the maximum daily floating range of RMB trading prices against the U.S. dollar in the inter-bank spot foreign exchange market from 0.5% to 1%. On March 17, 2014, the People’s Bank of China announced a policy to further expand the maximum daily floating range of RMB trading prices against the U.S. dollar in the inter-bank spot foreign exchange market to 2%. In the long term, the RMB may appreciate or depreciate more significantly in value against the U.S. dollar or other foreign currencies, depending on the market supply and demand with reference to a basket of currencies.

To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the effectiveness of these hedges may be limited and we may not be able to successfully hedge our exposure. Accordingly, we may incur economic losses in the future due to foreign exchange rate fluctuations, which could have a negative impact on our financial condition and results of operations.

The following table sets forth a summary of our foreign currency sensitive financial instruments as of June 30, 2015. These financial instruments are recorded at their fair value.

	Denominated in (in thousands)				Total
	US\$	RMB	HK\$	Others	
Cash and cash equivalents	\$467,064	\$518,692	\$14,414	\$1,809	\$1,001,979
Restricted time deposits	9,305	386,242	0	0	395,547
Short-term investments	0	197,086	0	0	197,086
Accounts receivable	3,826	262,652	0	0	266,478
Prepaid and other current assets	5,922	123,125	5	648	129,700
Held-for-sale assets	0	151,545	0	0	151,545
Available-for-sale securities	24,063	0	0	0	24,063
Short-term bank loans	25,500	0	0	0	25,500
Held-for-sale liabilities	0	2,779	0	0	2,779
Other current liabilities	17,975	883,289	12,592	0	913,856
Long-term accounts payable	0	2,601	0	0	2,601
Long-term bank loans	\$344,500	\$ 0	\$ 0	\$ 0	\$ 344,500

## **INTEREST RATE RISK**

The basic objectives of our investment program are to protect the invested funds from excessive risk and to provide for liquidity that is sufficient to meet operating and investment cash requirements. Under the investment policy, our excess cash is invested in high-quality securities which are limited as to length of time to maturity and the amount of credit exposure.

Our exposure to interest rate risk primarily relates to the interest income generated from excess cash invested in demand deposits, and interest expense generated from loans to Changyou from offshore banks. We have not used derivative financial instruments in our investment portfolio in order to reduce this risk. We have not been exposed nor do we anticipate being exposed to material risks due to changes in interest rates.

## **INFLATION RATE RISK**

According to the National Bureau of Statistics of China, the consumer price index grew 1.3% in the first half of 2015, compared to an increase of 2.3% in the first half of 2014. While the increase in the first half of 2015 represented a decline in the rate of inflation compared to the corresponding period in 2014, there may be increases in the rate of inflation in the future, which could have a material adverse effect on our business.

## **ITEM 4. CONTROLS AND PROCEDURES**

Our Chief Executive Officer and Chief Financial Officer, after evaluating the effectiveness of our “disclosure controls and procedures” (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this quarterly report (the “Evaluation Date”), have concluded that as of the Evaluation Date our disclosure controls and procedures were effective and designed to ensure that all material information relating to Sohu.com Inc. required to be included in our reports filed or submitted under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission and to ensure that information required to be disclosed is accumulated and communicated to our management, including our principal executive and financial officers, as appropriate to allow timely decisions regarding required disclosure.

During the period covered by this quarterly report, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II - OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

There have been no material developments in the legal proceedings reported in our Annual Report on Form 10-K for the year ended December 31, 2014 filed with the SEC on March 2, 2015.

### **ITEM 1A. RISK FACTORS**

There are no material changes or updates to the risk factors previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2014 filed with the SEC on March 2, 2015.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

#### **USE OF PROCEEDS**

On July 17, 2000, Sohu.com Inc. completed an underwritten initial public offering of its common stock pursuant to a Registration Statement on Form S-1 (SEC file No. 333-96137), which became effective on July 10, 2000. Public trading of the common stock offered in the initial public offering commenced on July 12, 2000. Sohu.com Inc. sold an aggregate of 4,600,000 shares of common stock in the offering at a price to the public of \$13 per share, resulting in gross proceeds of \$59.8 million. Sohu.com Inc.'s net proceeds, after deduction of the underwriting discount of \$4.2 million and other offering expenses of \$3.2 million, were approximately \$52.4 million. All shares sold in the offering were sold by Sohu.com Inc.

During the six months ended June 30, 2015, Sohu.com Inc. did not use any proceeds from the offering. The remaining net proceeds from the offering have been invested in cash and cash equivalents. The use of the proceeds from the offering does not represent a material change in the use of proceeds described in the prospectus contained in the Registration Statement on Form S-1 described above.

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**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4. MINE SAFETY DISCLOSURES**

None.

**ITEM 5. OTHER INFORMATION**

None.

**ITEM 6. EXHIBITS**

Please see the Exhibit Index attached hereto.



**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: August 7, 2015

**SOHU.COM INC.**

By: /s/ Carol Yu  
Carol Yu  
President and Chief Financial Officer

Sohu.com Inc.

Quarterly Report on Form 10-Q for Quarter Ended June 30, 2015

**EXHIBITS INDEX**

- 10.1 English Translation of Loan Assignment and Equity Interest Transfer Agreement, dated March 31, 2015, among AmazGame, Gamease, Tao Wang, High Century and Dewen Chen.
- 10.2 English Translation of Loan Assignment and Equity Interest Transfer Agreement, dated April 15, 2015, among AmazGame, Gamease, Dewen Chen, High Century and Tao Wang.
- 10.3 English Translation of Loan Agreement, dated April 15, 2015, between AmazGame and High Century.
- 10.4 English Translation of Equity Interest Pledge Agreement, dated April 15, 2015 among AmazGame, Gamease and High Century.
- 10.5 English Translation of Equity Interest Purchase Right Agreement, dated April 15, 2015, between AmazGame and High Century.
- 10.6 English Translation of Power of Attorney, dated April 15, 2015, executed by High Century in favor of AmazGame.
- 10.7 English Translation of Business Operation Agreement, dated April 15, 2015, among AmazGame, Gamease and High Century.
- 31.1 Rule 13a-14(a)/15d-14(a) Certification of Charles Zhang
- 31.2 Rule 13a-14(a)/15d-14(a) Certification of Carol Yu
- 32.1 Section 1350 Certification of Charles Zhang
- 32.2 Section 1350 Certification of Carol Yu
- 101 Interactive data files pursuant to Rule 405 of Regulation S-T: (i) Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014; (ii) Condensed Consolidated Statements of Comprehensive Income for the Three and Six Months Ended June 30, 2015 and 2014; (iii) Condensed Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2015 and 2014; (iv) Condensed Consolidated Statements of Changes in Equity for the Six Months Ended June 30, 2015 and 2014; and (v) Notes to Condensed Consolidated Financial Statements, tagged using four different levels of detail.

**Beijing AmazGame Age Internet Technology Co., Ltd.**

**Beijing Gamease Age Digital Technology Co., Ltd.**

**Dewen Chen**

**Tao Wang**

**And**

**Beijing Century High-Tech Investment Co., Ltd**

**LOAN ASSIGNMENT AND EQUITY INTEREST TRANSFER AGREEMENT**

**March 31, 2015**

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<b>1. Loan Assignment and Equity Interest Transfer</b>	2
<b>2. Representations, Warrants and Undertakings</b>	3
<b>3. Non-disclosure Obligation</b>	4
<b>4. Notices</b>	5
<b>5. Applicable Law and Dispute Resolution</b>	5
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## Loan Assignment and Equity Interest Transfer Agreement

This loan assignment and equity interest transfer agreement (this “**Agreement**”) is entered into as of March 31, 2015 by the following parties in Beijing, the People’s Republic of China (“**PRC**”).

Party A: Beijing AmazGame Age Internet Technology Co., Ltd., with the registered address of No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing;

Party B: Dewen Chen, with the address of B Tower, Changyou Building, No.65 Bajiao East Road, Shijingshan District, Beijing and the ID number of 352101197504040811;

Party C: Beijing Century High-Tech Investment Co., Ltd, with the registered address of No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing;

Party D: Beijing Gamease Age Digital Technology Co., Ltd., with the registered address of Floor 2, east wing of Jing Yan Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing;

Party E: Tao Wang, with the address of Floor 2, east wing of Jing Yan Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing and the ID number of 352101197504300812.

### WHEREAS

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws;
2. Party C is a limited liability company duly incorporated and validly existing under the PRC laws;
3. Party D is a limited liability company duly incorporated and validly existing under the PRC laws;
4. Party B and Party E are PRC citizens; and Party B is the shareholder of Party D holding 40% equity interest therein by contributing RMB 4,000,000 to Party D (“**Party B’s Original Capital Contribution**”);

5. Party A, Party B and former shareholder of Party D Mr. Yaobin Wang entered into a loan assignment and equity transfer agreement on June 23, 2010 (“**Original Loan Assignment Agreement**”), according to which Party B agreed to inherit an interest-free loan of RMB 4,000,000 that Yaobin Wang has loaned from Party A. For consideration of the aforementioned loan assignment, Party B shall receive 40% equity interest of Party D from Yaobin Wang. Based on this, Party A and Party B entered into a loan agreement (“**Original Loan Agreement**”) on June 23, 2010, according to which Party A agreed Party B to inherit the interest-free loan of RMB 4,000,000 that Yaobin Wang has loaned from Party A, and Party B confirms that as consideration of the assignment of the aforementioned loan, Party B had received 40% equity interest in Party D;
6. Party A and Party B entered in an Equity Interest Pledge Agreement and an Equity Interest Purchase Agreement on June 23, 2010 based on the aforesaid Original Loan Assignment Agreement, Original Loan Agreement and other relevant agreements entered into by Party A and Party D;
7. Party A, Party B, Party D and Party E entered into a Business Operation Agreement (“Original Business Operation Agreement”) on June 23, 2010;
8. Party B would like to transfer its 40% equity interest in Party D to Party C, and Party C would like to accept such equity interest transfer and be assigned such interest-free loan of RMB 4,000,000 borrowed by Party B from Party A and the related rights and obligations; and Party C agrees to accept the rights and obligations under the Original Loan Assignment Agreement, the Original Loan Agreement, the Equity Interest Pledge Agreement and the Equity Interest Purchase Agreement as the shareholder of Party D.

**NOW, THEREFORE**, in order to clarify the parties’ rights and obligations, through friendly consultations, the parties hereby agree as follows:

**1. Loan Assignment and Equity Interest Transfer**

- 1.1 Subject to the terms and conditions of this Agreement, Party B agrees to transfer 40% equity interest (“**Transferred Equity Interest**”) in party D held by it to Party C and Party C agrees to accept such Transferred Equity Interest; and Party A agrees such equity interest transfer.
- 1.2 Party A, Party B and Party C agrees that the purchase price of the Transferred Equity Interest shall be the Party B’s Original Capital Contribution responding to the Transferred Equity Interest, which is RMB 4,000,000.
- 1.3 All parties agree that, as the consideration of the Transferred Equity Interest, Party C will be assigned from Party B the loan of RMB 4,000,000 which was borrowed by Party B from Party A; and Party C agrees to enter into a loan agreement with Party A according to terms and conditions required by Party A in order to specify the rights and obligations regarding such loan.
- 1.4 According to clause 1.3 of the Agreement, Party A, Party B and Party C agrees that the purchase price of the Transferred Equity Interest under this Agreement shall be deemed as having been paid on the date of the Agreement, and Party C shall be free from any further payment to Party B additionally with respect to the Transferred Equity Interest.
- 1.5 Party A, Party B and Party C agree that on the date of this Agreement, Party C shall be the shareholder of Party D and be registered in the register of members of Party D.

- 1.6 Party E agrees to waive its preemptive right regarding the Transferred Equity Interest, and all Parties agree that upon completion of equity transfer from Party E to Party C, the Original Loan Agreement, the Equity Interest Pledge Agreement, the Equity Interest Purchase Agreement and the Original Business Operation Agreement and corresponding power of attorney between them will be terminated (the aforementioned agreements will be address as “To-be-terminated Agreements” jointly); all Parties agree that upon completion of equity transfer from Party E to Party C, To-be-terminated Agreements shall no longer have legal effect to the Parties and no pending rights and obligations related to To-be-terminated Agreements shall exist; all parties agree that Party C will accept the rights and obligations of Party B under To-be-terminated Agreements from the Effective Date of this Agreement; all Parties agree that upon termination of To-be-terminated Agreements, all Parties agree to waive any rights and obligations (if applicable) raised by the implementation and termination of To-be-terminated Agreements. Party B will be no longer the shareholder of Party D and then no longer to have the rights or undertake the obligations of a shareholder of Party D.
- 1.7 As of the date of this Agreement, Party C will be the shareholder of Party D and shall agree to enter into the Equity Interest Pledge Agreement and the Equity Interest Purchase Agreement with Party A according to Party A’s requirement and enter into a business operation agreement and a power of attorney with Party A and Party D according to Party A’s requirement.
- 1.8 In case that Party B should bear any tax or tax obligations raised by exchanges under this agreement, Party A, Party C and Party D herein agree to fully bear and reimburse the tax, overdue fine and other cost raised by such incidents to protect Party B from any lost and bear joint liability to Party B on this matter.

## 2. Representations, Warranties and Undertakings

- 2.1 Party B hereby represents, warrants and undertakes that:
  - (1) Party B is the only lawful holder of the Transferred Equity Interest and has the power and right to execute, deliver this Agreement and perform the obligations hereunder. This Agreement will legally and validly bind Party B and is enforceable according to its provisions;
  - (2) Party B has not sold, transferred, pledged or otherwise disposed of its equity interests or other interests in Party D, or permitted setting up encumbrances thereon except the equity interest pledge and other third party rights setting up for the interest of Party A;
  - (3) Party B agrees to pass a resolution at the shareholders’ meeting of Party D regarding the transfer of the Transferred Equity Interest; and

- (4) Party B agrees to assist Party C in the amendment of registration with relevant Industry and Commerce administrative authorities regarding the Transferred Equity Interest immediately after signing the Agreement.

2.2 Party C hereby represents, warrants and undertakes that:

- (1) Party C has the power and right to execute, deliver this Agreement and perform the obligations thereunder. This Agreement will legally and validly bind Party C and is enforceable according to its provisions;
- (2) Party C agrees to enter into a loan agreement with Party A according to terms and conditions agreed by Party A; and
- (3) Party C, as the shareholder of Party D, agrees to pledge all its equity interest in Party D to Party A and authorize Party A the option to purchase such equity interest; and Party C agrees to enter into the Equity Interest Pledge Agreement, the Equity Interest Purchase Agreement, a business operation agreement and POA according to Party A's requirement on the date of this Agreement.

### 3. **Non-disclosure Obligation**

All parties acknowledge and confirm that any verbal or written materials switched from each other in relation to the Agreement shall be confidential. Each party shall keep all such materials confidential and shall not disclose any information to any third party without prior obtaining other parties' written consent, except in the following situations:

- (a) Information which the public is aware of or should be aware of, while only which is not disclosed by the information receipt to the public in liberty;
- (b) Information which the law or rules of security exchange requires disclosure; or
- (c) If any party is required to disclose such information to its legal or financial counsel regarding the transaction in the Agreement, such legal or financial counsel shall have the similar non-disclose obligation to this term. Any revelation from the working staff or engaged institution of any party shall be deemed as revelation from such party and it shall bear the default liability of the Agreement. This term will survive any invalidity, dissolution, termination or unenforceability of the Agreement regardless reasons.



#### 4. Notices

Notices or other communications required to be given by any party pursuant to the Agreement shall be in written and delivered personally or mail or facsimile to the following addresses of other party or other address as the sending party has been notified by other party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served the seventh (7<sup>th</sup>) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4<sup>th</sup>) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

Party A: Beijing AmazGame Age Internet Technology Co., Ltd.

Address: No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing  
Postal Code: 100043

Party B: Dewen Chen

Address: B Tower, Changyou Building, No.65 Bajiao East Road, Shijingshan District, Beijing  
Postal Code: 100043

Party C: Beijing Century High-Tech Investment Co., Ltd.

Address: No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing  
Postal Code: 100190

Party D: Beijing Gamease Age Digital Technology Co., Ltd.

Address: Floor 2, East wing, Yan Jing Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing  
Postal Code: 100043

Party E: Tao Wang

Address: East wing, Yan Jing Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing  
Postal Code: 100043

#### 5. Applicable Law and Dispute Resolution

- 5.1 The execution, validity, performance and interpretation of the Agreement and the disputes resolution under the Agreement shall be governed by PRC laws
- 5.2 Any dispute arises from the execution of the Agreement or in relation to the Agreement shall be settled through friendly negotiation.
- 5.3 In case no settlement can be reached through consultation within thirty (30) days after such dispute is raised, each party can submit such matter to Beijing Arbitration Commission in accordance with its then effective rules. The arbitration award shall be final and bind each party and each party shall perform the arbitration award accordingly. Each party shall have the rights and perform the obligations of the Agreement other than the dispute matter while any dispute is raised or in process of arbitration.

**6. Others**

- 6.1 The heading of the Agreement are for the convenience of reference only and shall not be used to explain, interpret or otherwise affect the meaning of each provision of the Agreement.
- 6.2 Each party confirm that the Agreement constitutes the entire agreement and consent of the content of the Agreement upon effectiveness and replaces the entire verbal or/and written agreement and consent in relation to the content of the Agreement before the Agreement becoming effective.
- 6.3 The Agreement shall bind each party and their heirs, successors and permitted assignees, and is established only for the interest of the aforesaid.
- 6.4 Any delay of performing its rights under the Agreement shall not be deemed as a waiver of such right or affect its future performing of the rights.
- 6.5 If any provision of this Agreement is judged by courts or arbitration institution which have jurisdiction as void, invalid or non-enforceable shall not affect or impair the validity and enforceability of other provisions. However, each party of the Agreement shall cease performing such void, invalid or non-enforceable provisions and shall amend such provisions to the extent that such matter and situation are valid and enforceable within the scope of nearing the original meaning of the provisions.
- 6.6 Any matters excluded in this Agreement shall be negotiated by the Parties. Any amendment and supplement of this Agreement shall be made by the Parties in writing. The amendment and supplement duly executed by each Party shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.
- 6.7 This Agreement is executed with five (5) original copies; each party holds one (1) original copy and each original copy has the same legal effect.

**IN WITNESS THEREFORE**, the parties hereof have caused this Agreement to be executed by themselves or their legal representatives or their duly authorized representatives as of the date first written above.

**Party A: Beijing AmazGame Age Internet Technology Co., Ltd.**  
(seal)

**Signature:** \_\_\_\_\_

**Party B: Dewen Chen**

**Signature:** \_\_\_\_\_

**Party C: Beijing Century High-Tech Investment Co., Ltd.**

**Signature:** \_\_\_\_\_

**Party D: Beijing Gamease Age Digital Technology Co., Ltd.**  
(seal)

**Signature:** \_\_\_\_\_

**Party E: Tao Wang**

**Signature:** \_\_\_\_\_

**Beijing AmazGame Age Internet Technology Co., Ltd.**

**Beijing Gamease Age Digital Technology Co., Ltd.**

**Tao Wang**

**Dewen Chen**

**And**

**Beijing Century High-Tech Investment Co., Ltd**

**LOAN ASSIGNMENT AND EQUITY INTEREST TRANSFER AGREEMENT**

**April 15, 2015**

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## Loan Assignment and Equity Interest Transfer Agreement

This loan assignment and equity interest transfer agreement (this “**Agreement**”) is entered into as of April 15, 2015 by the following parties in Beijing, the People’s Republic of China (“**PRC**”).

Party A: Beijing AmazGame Age Internet Technology Co., Ltd., with the registered address of No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing;

Party B: Tao Wang, with the address of Floor 2, east wing of Jing Yan Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing and the ID number of 352101197504300812;

Party C: Beijing Century High-Tech Investment Co., Ltd, with the registered address of No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing;

Party D: Beijing Gamease Age Digital Technology Co., Ltd., with the registered address of Floor 2, east wing of Jing Yan Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing;

Party E: Dewen Chen, with the address of B Tower, Changyou Building, No.65 Bajiao East Road, Shijingshan District, Beijing and the ID number of 352101197504040811.

### WHEREAS

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws;
2. Party C is a limited liability company duly incorporated and validly existing under the PRC laws;
3. Party D is a limited liability company duly incorporated and validly existing under the PRC laws;
4. Party B and Party E are PRC citizens; and Party B is the shareholder of Party D holding 60% equity interest therein by contributing RMB 6,000,000 to Party D (“**Party B’s Original Capital Contribution**”);
5. Party A and Party B entered into a loan agreement on August 20, 2008 (“**Original Loan Agreement**”), according to which Party A provided Party B with a interest-free loan of RMB 6,000,000 and Party B has received such loan and use it to repay the loan which is borrowed by Party B in order to subscribe Party B’s Original Capital Contribution for 60% equity interest in Party D;

6. Party A and Party B entered in an Equity Interest Pledge Agreement and an Equity Interest Purchase Agreement on August 20, 2008 based on the aforesaid Original Loan Agreement and other relevant agreements entered into by Party A and Party D; and
7. Party A, Party B, Party D and Party E entered into a Business Operation Agreement (“Original Business Operation Agreement”) on June 23, 2010;
8. Party B would like to transfer its 60% equity interest in Party D to Party C, and Party C would like to accept such equity interest transfer and be assigned such interest-free loan of RMB 6,000,000 borrowed by Party B from Party A and the related rights and obligations; and Party C agrees to accept the rights and obligations under the Original Loan Agreement, the Equity Interest Pledge Agreement and the Equity Interest Purchase Agreement as the shareholder of Party D.

**NOW, THEREFORE**, in order to clarify the parties’ rights and obligations, through friendly consultations, the parties hereby agree as follows:

**1. Loan Assignment and Equity Interest Transfer**

- 1.1 Subject to the terms and conditions of this Agreement, Party B agrees to transfer 60% equity interest (“**Transferred Equity Interest**”) in party D held by it to Party C and Party C agrees to accept such Transferred Equity Interest; and Party A agrees such equity interest transfer.
- 1.2 Party A, Party B and Party C agrees that the purchase price of the Transferred Equity Interest shall be the Party B’s Original Capital Contribution responding to the Transferred Equity Interest, which is RMB 6,000,000.
- 1.3 All parties agree that, as the consideration of the Transferred Equity Interest, Party C will be assigned from Party B the loan of RMB 6,000,000 which was borrowed by Party B from Party A; and Party C agrees to enter into a loan agreement with Party A according to terms and conditions required by Party A in order to specify the rights and obligations regarding such loan.
- 1.4 According to clause 1.3 of the Agreement, Party A, Party B and Party C agrees that the purchase price of the Transferred Equity Interest under this Agreement shall be deemed as having been paid on the date of the Agreement, and Party C shall be free from any further payment to Party B additionally with respect to the Transferred Equity Interest.
- 1.5 Party A, Party B and Party C agree that on the date of this Agreement, Party C shall be the shareholder of Party D and be registered in the register of members of Party D.

- 1.6 Party E agrees to waive its preemptive right regarding the Transferred Equity Interest, and all Parties agree that the Original Loan Agreement, the Equity Interest Pledge Agreement, the Equity Interest Purchase Agreement and the Original Business Operation Agreement and corresponding power of attorney between them will be terminated (the aforementioned agreements will be address as “To-be-terminated Agreements” jointly) on the date of the signing of this Agreement; all Parties agree that To-be-terminated Agreements shall no longer have legal effect to the Parties and no pending rights and obligations related to To-be-terminated Agreements shall exist on the date of the signing of this Agreement; all Parties agree that upon termination of To-be-terminated Agreements, all Parties agree to waive any rights and obligations (if applicable) raised by the implementation and termination of To-be-terminated Agreements. Party B will be no longer the shareholder of Party D and then no longer to have the rights or undertake the obligations of a shareholder of Party D on the date of the signing of this Agreement.
- 1.7 As of the date of this Agreement, Party C will be the shareholder of Party D and shall agree to enter into the Equity Interest Pledge Agreement and the Equity Interest Purchase Agreement with Party A according to Party A’s requirement and enter into a business operation agreement and a power of attorney with Party A and Party D according to Party A’s requirement.
- 1.8 In case that Party B should bear any tax or tax obligations raised by exchanges under this agreement, Party A, Party C and Party D herein agree to fully bear and reimburse the tax, overdue fine and other cost raised by such incidents to protect Party B from any lost and bear joint liability to Party B on this matter.

## 2. Representations, Warranties and Undertakings

2.1 Party B hereby represents, warrants and undertakes that:

- (1) Party B is the only lawful holder of the Transferred Equity Interest and has the power and right to execute, deliver this Agreement and perform the obligations hereunder. This Agreement will legally and validly bind Party B and is enforceable according to its provisions;
- (2) Party B has not sold, transferred, pledged or otherwise disposed of its equity interests or other interests in Party D, or permitted setting up encumbrances thereon except the equity interest pledge and other third party rights setting up for the interest of Party A;
- (3) Party B agrees to pass a resolution at the shareholders’ meeting of Party D regarding the transfer of the Transferred Equity Interest; and
- (4) Party B agrees to assist Party C in the amendment of registration with relevant Industry and Commerce administrative authorities regarding the Transferred Equity Interest after signing the Agreement.



2.2 Party C hereby represents, warrants and undertakes that:

- (1) Party C has the power and right to execute, deliver this Agreement and perform the obligations thereunder. This Agreement will legally and validly bind Party C and is enforceable according to its provisions;
- (2) Party C agrees to enter into a loan agreement with Party A according to terms and conditions agreed by Party A; and
- (3) Party C, as the shareholder of Party D, agrees to pledge all its equity interest in Party D to Party A and authorize Party A the option to purchase such equity interest; and Party C agrees to enter into the Equity Interest Pledge Agreement, the Equity Interest Purchase Agreement a business operation agreement and POA according to Party A's requirement on the date of this Agreement.

### 3. **Non-disclosure Obligation**

All parties acknowledge and confirm that any verbal or written materials switched from each other in relation to the Agreement shall be confidential. Each party shall keep all such materials confidential and shall not disclose any information to any third party without prior obtaining other parties' written consent, except in the following situations:

- (a) Information which the public is aware of or should be aware of, while only which is not disclosed by the information receipt to the public in liberty;
- (b) Information which the law or rules of security exchange requires disclosure; or
- (c) If any party is required to disclose such information to its legal or financial counsel regarding the transaction in the Agreement, such legal or financial counsel shall have the similar non-disclose obligation to this term. Any revelation from the working staff or engaged institution of any party shall be deemed as revelation from such party and it shall bear the default liability of the Agreement. This term will survive any invalidity, dissolution, termination or unenforceability of the Agreement regardless reasons.

### 4. **Notices**

Notices or other communications required to be given by any party pursuant to the Agreement shall be in written and delivered personally or mail or facsimile to the following addresses of other party or other address as the sending party has been notified by other party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served the seventh (7<sup>th</sup>) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4<sup>th</sup>) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

Party A: Beijing AmazGame Age Internet Technology Co., Ltd.  
Address: No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing  
Postal Code: 100043

Party B: Tao Wang  
Address: East wing, Yan Jing Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing  
Postal Code: 100043

Party C: Beijing Century High-Tech Investment Co., Ltd.  
Address: No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing  
Postal Code: 100190

Party D: Beijing Gamease Age Digital Technology Co., Ltd.  
Address: Floor 2, East wing, Yan Jing Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing  
Postal Code: 100043

Party E: Dewen Chen  
Address: B Tower, Changyou Building, No.65 Bajiao East Road, Shijingshan District, Beijing  
Postal Code: 100043

## 5. **Applicable Law and Dispute Resolution**

- 5.1 The execution, validity, performance and interpretation of the Agreement and the disputes resolution under the Agreement shall be governed by PRC laws
- 5.2 Any dispute arises from the execution of the Agreement or in relation to the Agreement shall be settled through friendly negotiation.
- 5.3 In case no settlement can be reached through consultation within thirty (30) days after such dispute is raised, each party can submit such matter to Beijing Arbitration Commission in accordance with its then effective rules. The arbitration award shall be final and bind each party and each party shall perform the arbitration award accordingly. Each party shall have the rights and perform the obligations of the Agreement other than the dispute matter while any dispute is raised or in process of arbitration.

**6. Others**

- 6.1 The heading of the Agreement are for the convenience of reference only and shall not be used to explain, interpret or otherwise affect the meaning of each provision of the Agreement.
- 6.2 Each party confirm that the Agreement constitutes the entire agreement and consent of the content of the Agreement upon effectiveness and replaces the entire verbal or/and written agreement and consent in relation to the content of the Agreement before the Agreement becoming effective.
- 6.3 The Agreement shall bind each party and their heirs, successors and permitted assignees, and is established only for the interest of the aforesaid.
- 6.4 Any delay of performing its rights under the Agreement shall not be deemed as a waiver of such right or affect its future performing of the rights.
- 6.5 If any provision of this Agreement is judged by courts or arbitration institution which have jurisdiction as void, invalid or non-enforceable shall not affect or impair the validity and enforceability of other provisions. However, each party of the Agreement shall cease performing such void, invalid or non-enforceable provisions and shall amend such provisions to the extent that such matter and situation are valid and enforceable within the scope of nearing the original meaning of the provisions.
- 6.6 Any matters excluded in this Agreement shall be negotiated by the Parties. Any amendment and supplement of this Agreement shall be made by the Parties in writing. The amendment and supplement duly executed by each Party shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.
- 6.7 This Agreement is executed with five (5) original copies; each party holds one (1) original copy and each original copy has the same legal effect.

**IN WITNESS THEREFORE**, the parties hereof have caused this Agreement to be executed by themselves or their legal representatives or their duly authorized representatives as of the date first written above.

**Party A: Beijing AmazGame Age Internet Technology Co., Ltd.**  
(seal)

**Signature:** \_\_\_\_\_

**Party B: Tao Wang**

**Signature:** \_\_\_\_\_

**Party C: Beijing Century High-Tech Investment Co., Ltd.**

**Signature:** \_\_\_\_\_

**Party D: Beijing Gamease Age Digital Technology Co., Ltd.**  
(seal)

**Signature:** \_\_\_\_\_

**Party E: Dewen Chen**

**Signature:** \_\_\_\_\_

**LOAN AGREEMENT**

This Loan Agreement (the "Agreement") is entered into as of April 15, 2015 between and by the following Parties in Beijing, People's Republic of China ("China" or "PRC"):

**Party A:** **Beijing AmazGame Age Internet Technology Co., Ltd.**, with the registered address of No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing; and

**Party B:** **Beijing Century High-Tech Investment Co., Ltd.**, with the registered address of No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing.

(In this Agreement, Party A and Party B are called collectively as the "Parties" and respectively as "Party" or "Other Party")

**WHEREAS,**

1. Party A, a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws;
2. Party B, a limited liability company duly incorporated and validly existing under the PRC laws and the shareholder of Beijing Gamease Age Digital Technology Co., Ltd. ("Gamease") holding 100% equity interests of Gamease; and
3. Party A, Party B have respectively entered into a Loan Assignment and Equity Interest Transfer Agreement with former shareholders of Gamease Mr. Tao Wang and Mr. Dewen Chen as of April 15, 2015 and March 31, 2015, according to which Party B agreed to inherit the interest-free loan borrowed by Mr. Tao Wang and Mr. Dewen Chen from Party A with the joint amount of RMB 10,000,000;

**NOW, THEREFORE**, in order to clarify the Parties' rights and obligations, through friendly negotiations, the Parties hereby agree as follows:

**1. Loan**

- 1.1 Under the provisions and conditions of this Agreement, Party A agrees that Party B shall inherit the interest-free loan with the amount of RMB 6,000,000.00 lent by Party A to Mr. Tao Wang according to the Revised Loan Agreement entered into by Party A and Mr. Tao Wang as of August 20, 2008 and the interest-free loan with the amount of RMB 4,000,000.00 lent by Party A to Mr. Dewen Chen according to the Loan Agreement entered into by Party A and Mr. Dewen Chen as of June 23, 2010, and Party B agrees to inherit the aforesaid loan.

- 1.2 Party B confirms that it has acquired 60% equity interests in Gamease from Mr. Tao Wang and 40% equity interests in Gamease from Mr. Dewen Chen as the consideration of inheriting the aforesaid loan.

## 2. **Term of Loan**

- 2.1. The term of such loan starts from April 15, 2015 until ten (10) years after signing this Agreement and could be extended upon the unilateral confirmation by Party A and the extended period shall be determined by Party A based on its independent judgment.
- 2.2. During the term or extended term of such a loan, Party A may accelerate the loan repayment in written notice, if any of the following events occurs:
  - (1) Party B quits or is dismissed by Party A or its affiliates;
  - (2) Party B enters in bankruptcy, recombination, liquidation, mandatory shut-down or similar legal procedures;
  - (3) Party B commits a crime or is involved in a crime;
  - (4) Any other third party claims more than RMB100,000 against Party B;
  - (5) Any statement or warranties made by Party B under this Agreement is untrue or inaccurate in any material aspects; or Party B breaches the obligations under this Agreement; or
  - (6) According to the PRC laws, Party A or its designated person may be qualified to invest in the business of value-added telecommunication, such as internet information service and other services, which Gamease runs, and also Party A has a written notice to Gamease and exercised its right of purchase in accordance with the terms of Equity Interest Purchase Agreement ("Purchase Agreement").

### 3. Repayment of Loan

- 3.1. Party A can send the notice of repayment (“Notice of Payment”) to Party B fifteen days before anytime at Party A’s absolute discretion, requiring Party B to repay the total or part of the loan. The parties herein agree and confirm that Party B have to repay the loan only by the following methods: Party B or their heir or their successors or assignees, upon written notice request of Party A, have to transfer all equity interest in Gamease to Party A and/or the person designated by Party A in compliance with PRC laws and use the proceeds of the transfer to repay the loan, and the percentage of the transferred equity interest in Party B’s total equity interest in Gamease on the date of signing shall be equal to the percentage of the required amount of repayment of the loan in the total loan on the date of signing.
- 3.2. Without the written consent made by Party A, Party B shall not repay such loan partially or in full.
- 3.3. Based on the Clause 3.1, all parties herein agree and confirm that, according to the PRC laws, Party A or its designated person (including natural person, legal entity or any other entity) has the right, but not the obligation, to purchase all or part of the equity interest held by Party B in Gamease (the “Option”) at anytime, however, Party A shall notify Party B of such purchase of equity interests with a written notice. Once the written notice for exercising the Option is issued by Party A, Party B shall sell his all or part of equity interests of Gamease upon Party A’s request and instructions (including the equity interest obtained by any methods after such notice date) with the original invest price (the “Original Investment Price”, means RMB 100,000 for each 1% of equity interests) or price otherwise stipulated by laws according to the consent of Party A to Party A or its designated person. All parties agree and confirm that when Party A exercises the Option, the price that allowed by the applicable law at the time is higher than the Original Investment Price, Party A shall purchase the equity interests at the lowest price in accordance with the applicable law; if the lowest price is higher than the Original Investment Price, Party B shall reimburse the exceeding amount to Party A pursuant to Article 4 of this Agreement. All parties agree to execute the Purchase Agreement in connection with above matters.
- 3.4. The Parties agree to complete the registration for changing the shareholder at relevant administration for industry and commerce authorities; and the equity transfer abovementioned shall be considered as complete after Party A or its designated person is registered as legal owner of target equity interests.

- 3.5. When Party B repays the loan in accordance with the provision of article three, the parties shall finish the transferring of the equity interest under article three, guarantee the repayment of the loan and Party A or the designated person of Party A shall legally and totally accept the transferred equity interest in Gamease. There shall be no pledges or other types of encumbrances on the equity interest, except the equity interest pledge agreement and the equity interest purchase agreement.

#### **4. Interests of Loan**

All parties agree and confirm that this loan is an interest-free loan unless otherwise provided in this Agreement. But if the loan is due and Party B has to transfer his equity interests in Gamease to Party A pursuant to this Agreement or its designated person and the proceeds exceed the loan principal due to the legal requirement or other reasons, the extra amount over the principal of proceeds will be considered as the interests or capital use cost, which shall be repaid to Party A.

#### **5. Party B's Representative, Warranties and Promises**

- 5.1 Party B shall deliver the copy of Capital Contribution Certificate which evidences he owns 100% equity interests of Gamease to Party A.
- 5.2 As the guarantee of the loan, Party B agrees to pledge all equity interests held in Gamease to Party A and grant Party B an option right to purchase such equity interests; and Party B agrees to execute the Equity Pledge Agreement and Purchase Agreement upon the request of Party A.
- 5.3 Without prior written consent by Party A, not to sell, transfer, mortgage or dispose, in any other form, any equity interests or any other rights, or to approve any other security interest set on it except the set is for the Party A's benefit.
- 5.4 Without the prior written consent by Party A, not to decide or support or sign any shareholders resolution on Gamease's shareholders' meeting that approves any sale, transfer, mortgage or dispose of any legitimate or beneficial interest of equity interest of Gamease, or allows any other security interest set on it, other than made to Party A or its designated persons.
- 5.5 Without prior written notice by Party A, Party B shall not agree or support or execute any shareholders resolution on the Gamease's shareholders' meeting that approves Gamease to merger or associate with any person (under this Agreement, the "person" means individual, company, partnership or other entities), acquire any person or invest in any person.



- 5.6 Without prior written consent by Party A, not to take any action or any nonfeasance that may affect materially Gamease's assets, business and liabilities; Without prior written consent by Party A, not, upon the execution of this Agreement, to sale, transfer, mortgage or dispose, in any other form, any asset, legitimate or beneficial interest of business or income of Gamease, or to approve any other security interest set on it.
- 5.7 Upon the request of Party A, to appoint any person designated by Party A to be the directors and senior management personnel of Gamease.
- 5.8 Upon the exercise of the option and to the extent permitted by PRC laws, to transfer all or part of equity interests of Gamease held by Party B to the person designated by Party A in any time unconditionally, and to waive the first right of refusal for the equity interests to be transferred held by the other shareholder of Gamease.
- 5.9 Not to request Gamease to distribute the dividend; and not to approve any shareholders' resolution which may cause Gamease to distribute dividend to its shareholders.
- 5.10 Without prior written consent by Party A, not, in any form, to supplement, change or modify the Articles of Association of Gamease, to increase or decrease registered capital of the corporation, or to change the structure of the registered capital in any other forms.
- 5.11 According to fair finance and business standard and tradition, to maintain the existence of the corporation, prudently and effectively operate business and deal with works; to provide materials relating to Gamease's operation and financial conditions upon Party A's request; and to normally operate all business to maintain the asset value of Gamease.
- 5.12 Without prior written notice by Party A, not cause, inherit, guarantee or allow the existence of any debt, other than (i) the debt arising from normal or daily business but not from borrowing; and (ii) the debt disclosed to Party A and obtained the written consent from Party A.
- 5.13 Without prior written consent by Party A, not to enter into any material agreement, other than the agreement in the process of normal business (as in this paragraph, the amount in the agreement that exceeds a hundred thousand Yuan (RMB 100,000) shall be deemed as a material agreement).
- 5.14 In order to keep its ownership of the equity interest, to execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, or make requisite or appropriate defend against fall claims of compensation; to notify Party A the occurrence or the potential occurrence of any litigation, arbitration or administrative procedure related to Gamease.

- 5.15 To exercise the rights as Gamease's shareholder upon the request by Party A and only upon Party A's written authorization.
- 5.16 To prudently comply with the provisions of this Agreement and perform all obligations under these Agreements, without taking any action or any nonfeasance that sufficiently affects the validity and enforceability of this Agreement.
- 5.17 The Parties agree and confirm the meaning of "Party A's written consent" pursuant to this Agreement means the consent shall be approved by the board of Party A, no other types of consents shall constitute "Party A's written consent" under this agreement.

**6. Taxes and Expenses**

Unless otherwise provided in this Agreement, the Parties shall, according to the PRC laws, bear any and all taxes and expenses pursuant to this Agreement. Other taxes and reasonable expense regarding the loan shall be borne by Party A.

**7. Effectiveness and Termination**

- 7.1 This Agreement is concluded upon its execution and takes effect on the date hereof.
- 7.2 The Parties agree and confirm the this Agreement shall be terminated when the Parties has completed to perform their obligation under this Agreement; the Parties further agree and confirm that Party B shall be deemed the completion of performing their obligations under this agreement only if the following requirements are met:
  - (1) Party B has transferred all equity interests of Gamease to Party A and/or its designated person; and,
  - (2) Party B has repaid the total amount caused from the equity interest transferring according to this Agreement or the proceeds stipulated by Purchase Agreement to Party A.
- 7.3 Party B cannot terminate or revoke unilaterally this Agreement unless (1) Party A commits the gross negligence, fraud or other material illegal action; or (2) Party A terminates as a result of bankruptcy, dissolution, or being ordered to be closed down according to laws.

## **8. Breach of Contract**

- 8.1 If any party (“Defaulting Party”) breaches any provision of this Agreement, which may cause the damages of the other party (“Non-defaulting Party”), the Non-defaulting Party could notify the Defaulting Party in written and request it to rectify and correct such breach of contract; if the Defaulting Party cannot take any action satisfied by Non-defaulting Party and rectify and correct such breach within fifteen (15) days upon the issuance of the written notice, the Non-defaulting Party could take the actions pursuant to this Agreement or other measures in accordance with laws.
- 8.2 If Party B can not repay the loan pursuant to this Agreement, Party B shall pay the penalty at a rate of 0.2% per day for any outstanding loan to Party A (from the request date for repayment by Party A), and shall also indemnify Party A on a full indemnity basis against all direct economic damages due to breach of contract by Party A (including but not limited to market value of pending equity interests held by Party B or outstanding loan, which is the higher).

## **9. Confidentiality**

- 9.1 The Parties acknowledge and confirm any oral or written materials exchanged by the Parties in connection with this Agreement are confidential. The Parties shall maintain the secrecy and confidentiality of all such materials. Without the written approval by the other Parties, any Party shall not disclose to any third party any relevant materials, otherwise shall bear the liability of breach of the contract and compensate for the damages, except the following circumstances shall be excluded:
- (1) The materials that is known or may be known by the Public (but not include the materials disclosed by each party receiving the materials );
  - (2) The materials required to be disclosed subject to the applicable laws or the rules or provisions of stock exchange; or
  - (3) if any documents required to be disclosed by any party to its legal counsel or financial consultant for the purpose of the transaction of this Agreement by any party, such legal counsel or financial consultant shall also comply with the confidentiality as stated hereof. Any disclosure by employees or agencies employed by any party shall be deemed the disclosure of such party and such party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive whatever this Agreement is void, amended, cancelled, terminated or unable to perform.

- 9.2 After the termination of the Agreement, Party B shall return, destroy or dispose of all the documents, materials and software which contain confidential information at the requirement of Part A, and cease making use of such confidential information.
- 9.3 Notwithstanding any other provisions of the agreement, the validity of article 9 will survive any suspension or termination of the Agreement.

## 10. Notices

Notices or other communications required to be given by any party pursuant to this Agreement shall be in written and delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service or by facsimile transmission to the address of relevant each party or both parties set forth below or other address of the party or of the other addressees specified by such party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served the seventh (7<sup>th</sup>) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4<sup>th</sup>) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

**Party A: Beijing AmazGame Age Internet Technology Co., Ltd.**

Legal Address: No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing

**Party B: Beijing Century High-Tech Investment Co., Ltd**

Address: No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing

## 11. Applicable Law and Dispute Resolution

- 11.1 The execution, validity, performance, modification, interpretation, termination of this Agreement and the disputes resolution under this Agreement shall be governed by PRC laws.

- 11.2 The parties shall strive to settle any dispute arising from this Agreement through friendly consultation.
- 11.3 In case no settlement can be reached through consultation within thirty (30) days after such dispute is raised, each party can submit such matter to Beijing Arbitration Commission in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final conclusive and binding upon both parties. If there is any dispute is in process of arbitration, other than the matters in dispute, the Parties shall perform the other rights and obligation pursuant to this Agreement.

## **12. Miscellaneous**

- 12.1 The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation, explanation or in any other way the meaning of the provisions of this Agreement.
- 12.2 The Parties confirm that this Agreement shall constitute the entire agreement of the Parties upon its effectiveness with respect to the subject matters therein and supersedes and replaces all prior or contemporaneous verbal or/and written agreements and understandings.
- 12.3 This Agreement shall be binding and benefit the successor of each Party and the transferee allowed by each Party. Without the prior written notice by Party A, Party B shall not transfer, pledge or dispose in other manners its rights, interest and obligation pursuant to this Agreement.
- 12.4 Party B hereby agrees that, (i) if Party B enters in bankruptcy, recombination, liquidation, mandatory shut-down or similar legal procedures, Party B agree to transfer the rights and obligation pursuant to this Agreement to the person designated by Party A; (ii) Party A could transfer its rights and obligation pursuant to this Agreement to other third parties. Party A only needs to issue a written notice to Party B for such transfer and no need to obtain the consent by Party B.
- 12.5 Any rights, power and remedies of either party under this Agreement will not exclude any other types of rights, power and remedies of either party in accordance with the laws and other provisions under this agreement. Moreover, the performance of any rights, powers and remedies by any party will not exclude the performance of other rights, powers and remedies of such party.

- 12.6 Any nonperforming or delay in performing the rights, powers or remedies under the Agreement or laws by either Party shall not be deemed as waiver of such rights, powers or remedies and would not affect the future performance of such rights, powers or remedies in other ways or the performance of any other rights.
- 12.7 If any provision of this Agreement is judged as void, invalid or non-enforceable according to relevant laws, the provision shall be deemed invalid only within the applicable area of the PRC Laws, and the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or non-enforceable provisions and replace those void, invalid or non-enforceable provisions with valid provisions to the extent which such provisions could be valid, effective and enforceable.
- 12.8 Any matters excluded in this Agreement shall be negotiated by the Parties. Any amendment and supplement of this Agreement shall be made by the Parties in writing. The amendment and supplement duly executed by each Party shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.
- 12.9 This Agreement is executed with four (4) original copies; each Party holds two (2) original copies and each original copy has the same legal effect.

**IN WITNESS THEREFORE**, the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[No Text Below]

**Party A: Beijing AmazGame Age Internet Technology Co., Ltd(Seal)**

Signature: \_\_\_\_\_

**Party B: Beijing Century High-Tech Investment Co., Ltd(Seal)**

Signature: \_\_\_\_\_

## EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (hereinafter “this Agreement”) is entered into in Beijing, People’s Republic of China (“PRC” or “China”) on the day of April 15, 2015 by the following parties:

- Pledgor:** **Beijing Century High-Tech Investment Co., Ltd.**, with the registered address of No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing.
- Pledgee:** **Beijing AmazGame Age Internet Technology Co., Ltd.**, with the registered address of No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing;
- Company:** Beijing Gamease Age Digital Technology Co., Ltd., with the registered address of Floor 2, east wing of Jing Yan Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing.

(In this Agreement, Pledgor and Pledgee are called collectively as the “Parties” and respectively as the “Party” or “Other Party”)

**WHEREAS,**

1. The Pledgee, a wholly foreign-owned enterprise, is duly incorporated and validly existing under the PRC laws;
2. Beijing Gamease Age Digital Technology Co., Ltd. (the “Gamease” or the “Company”), a limited liability company, is duly incorporated and validly existing under the PRC laws and engages in the value-added telecommunication business in respect of Internet information services;
3. The Pledgor, a limited liability company duly incorporated and validly existing under the PRC laws and the registered shareholder of Gamease holding 100% equity interests of Gamease;
4. The Pledgor and Pledgee has entered into a Loan Agreement dated April 15, 2015 (“Loan Agreement”), pursuant to which Pledgee has provided the interest free loan to Pledgor with the amount of RMB10,000,000 (“Loan”) and the Pledgor has received the aforesaid loan;
5. The Pledgor and Pledgee have entered into an Equity Interest Purchase Agreement dated as of April 15, 2015 (“Equity Purchase Agreement”). According to the Equity Purchase Agreement, on the premise of the legal permission of China, the Pledgor shall transfer all or a portion of its equity interests held in Gamease to the Pledgee or any other entity or individual at the requirement of the Pledgee;



6. The Pledgor and Gamease has entered into a Business Operation and Maintenance Services Agreement on December 1, 2007 and a Technology Support and Utilization Services Agreement on August 20, 2008 (collectively "Service Agreement"), pursuant to which the Gamease shall pay the relevant services fees ("Service Fee") to Pledgee for the services provided under the provisions of Service Agreement;
7. The Pledgee has entered into a Business Operation Agreement with Gamease and its shareholders dated April 15, 2015 (together with this Agreement, Loan Agreement, Equity Purchase Agreement, Service Agreement, collectively called "Main Agreement" );
8. In order to ensure that Pledgor and Gamease will perform their obligations under Main Agreement, the Pledgor agrees to pledge all equity interest in Gamease as a security and give the Pledgee the first priority of compensation, and Gamease agrees to such equity interest pledge.

**NOW, THEREFORE**, through friendly negotiations and abiding by the principle of equality and mutual benefit, the Parties hereby agree as follows:

## **1. Pledge and Guarantee Scope**

- 1.1 The Pledgor agree to pledge all the equity interest it held and have the right to dispose in Gamease to the Pledgee according to the provision of this Agreement as a security Pledgor and Gamease's performance of obligation under the Main Agreement. The Gamease agrees that the Pledgor pledges the equity interests to the Pledgee in accordance with the Agreement. Pledge hereunder refers to the rights owned by the Pledgee, who shall be entitled to a priority in receiving payment by the evaluation or proceeds from the auction or sale of the equity interest pledged by the Pledgor to the Pledgee.
- 1.2 The effect of guarantee under this Agreement shall not be affected due to the revision or modification of Main Agreement and the guarantee to the obligation of Pledgor and Gamease under any revised Main Agreement shall keep effective. The invalid, withdrawal or termination of Main Agreement shall not affect the validity of this Agreement. If Main Agreement becomes invalid and is withdrawn or terminated, the Pledgee has the right to realize immediately the Pledge in accordance with Article 11 of this Agreement.

## **2. Pledged Equity**

- 2.1 The pledged equity under this Agreement is 100% equity interests held by the Pledgor in Gamease ("Pledged Equity") and all relevant interests. Upon the effectiveness of this Agreement, the situation of Pledged Equity is set out below:

Company's Name: Beijing Gamease Age Digital Technology Co., Ltd.

Registered Capital: RMB10,000,000.00

Pledged Equity: 100% equity interests of Gamease

Capital Contribution corresponding to the Pledged Equity: RMB 10,000,000

- 2.2 Within the valid period of the Agreement, unless it is due to the Pledgee's intention or gross negligence which directly causes the results, the Pledgee will not be liable for the decrease of the value of the equity interests. The Pledgor has no rights to claim in any way or raise any requirement against the Pledgee.
- 2.3 Without prejudice to the provisions of Article 2.2, if there is the possibility of significant decrease of the value of the equity interests so as to harm the rights of the Pledgee, the Pledgee may represent the Pledgor to auction or sell the Pledged Equity and make agreements with the Pledgor providing that the payment from the auction or the sale will be used to repay the secured debt beforehand or deposit it to the notary public (all the expenses shall be borne by the Pledgee).
- 2.4 When Gamease or the Pledgor has any event of breach of the contract, the Pledgee has the right to dispose of the Pledged Equity in accordance with Article 11 of the Agreement.
- 2.5 With the prior consent of the Pledgee, the Pledgor may increase its capital contribution in Gamease. The Pledgor's increased capital contribution in Gamease will also be included in the Pledged Equity. The Pledgor shall complete all required procedures concerning the increased capital contribution, including but not limited to modification registration procedure in the industrial and commercial administrations.
- 2.6 The Pledgor promises to give up the right to dividend from the Pledged Equity within the valid period of the equity interest pledge stipulated herein.

### **3. Creation of Pledge**

- 3.1 The Pledgor promises it will register the equity interest pledge (the "Pledge") under this Agreement at the shareholders' list of Gamease on the date hereof.
- 3.2 The Parties further agree the Pledge shall be recorded with the form attached hereto at the list of shareholders of Gamease and the list of shareholders shall be delivered to the Pledgee.
- 3.3 The Pledgor promises to register at the administration for industry and commerce where Gamease is registered with in connection with the Pledge, and Gamease promises to make its best effort to cooperate with the Pledgor to complete the registration provided in this article.

**4. Term of Pledge**

- 4.1 The term of Pledge pursuant to this Agreement shall start from the duly execution of this Agreement and the Pledge is recorded at Gamease's Shareholder List according to laws until two (2) years after all obligations under Main Agreement has been performed ("Pledge Term").
- 4.2 Within the Pledge Term, if the Pledgor and Gamease have not performed the obligations under Main Agreement, the Pledgor has the right to exercise the Pledge in accordance with Article 11 of this Agreement.

**5. Keeping and Return of Pledge Certificate**

- 5.1 The Pledgor shall deliver the pledge certificate to the Pledgee within three (3) working days after the Pledge is recorded at Shareholder's List of Gamease in accordance with Article 3; the Pledgee shall have such pledge documents well kept.
- 5.2 If the Pledge hereunder is terminated pursuant to this Agreement, the Pledgee shall return the pledge certificate to the Pledgor within three (3) working days after the Pledge is released pursuant to this Agreement and provide necessary assistance to the Pledgor for dealing with the process of Pledge's release.

**6. Pledgor's Representations and Warranties**

The Pledgor hereby represents and warrants as of the effective date of this Agreement:

- 6.1 The Pledgor is the sole legal owner of the Pledged Equity;
- 6.2 The Pledgor does not set up any other pledge or other rights on the equity interest except the set is for the Pledgee's benefit.;
- 6.3 The Pledge under this Agreement constitutes the first priority security interest on the Pledged Equity Interest.
- 6.4 Gamease's shareholder meeting has approved the Pledge pursuant to this Agreement;
- 6.5 Upon the effectiveness of this Agreement, this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms to the Pledgor.
- 6.6 The Pledge pursuant to this Agreement does not cause to violate any relevant PRC laws and regulations or cause to breach any agreement or instruments with any third party or any promises made to the third parties;
- 6.7 All relevant documents and material related to this Agreement provided by the Pledgor to the Pledgee are true, accurate and complete;

6.8 to exercise the rights as shareholder of Gamease only upon the written authorization and request by Party A.

## 7. **Gamease's Representations and Warranties**

Gamease hereby represents and warrants to the Pledgee, as of the effectiveness of this Agreement, that:

- 7.1 Gamease is a limited liability company duly incorporated and validly existing under the PRC laws and has the independent legal person capacity; it has the complete and independent legal standing and capacity to execute, deliver and perform this Agreement and to be an independent litigation subject;
- 7.2 All the reports, documents and information with respect to the Pledged Equity and required by this Agreement, which have been provided by the Gamease to Pledgee before the effectiveness of this Agreement in all material respect are true and correct upon the effectiveness of this Agreement;
- 7.3 All the reports, documents and information with respect to the Pledged Equity and required by this Agreement, which will be provided by the Gamease to Pledgee after the effectiveness of this Agreement in all material respect are true and valid at the time of provision;
- 7.4 This Agreement is duly executed by Gamease and will bind Gamease legally and validly;
- 7.5 Gamease has all the corporate power and authorization to execute and deliver this Agreement and all the other documents to be executed which are related to the transactions in this Agreement. Gamease also has the complete power and authorization to perform the transactions contemplated in this Agreement;
- 7.6 There is no suit, legal proceeding or claim of any court or arbitral court or any government or administrative authority pending or threaten to raise against Gamease or its assets (including but not limited to the Pledge Equity) which has material or adverse effect on the financial situation of Gamease or the ability of the Pledgor performing the obligation and guarantee liability under this Agreement;
- 7.7 Gamease agrees to jointly undertake the liability of the representations and warranties made by the Pledgor under the article 6.1, 6.2, 6.3, 6.4 and 6.6 of this Agreement;
- 7.8 Gamease hereby warrants to the Pledgee that the aforesaid representations and warrants would be true, correct and completely afterwards at anytime and in any situation before the obligation is fully performed or the guaranteed debt is completely relieved.

## **8. Pledgor's Promises**

- 8.1 During the effective term of this Agreement, the Pledgor promise to the Pledgee for its benefit that the Pledgor shall:
- (1) complete the pledge registration at administration for industry and commerce where Gamease is located pursuant to this Agreement
  - (2) not transfer or assign the equity interest, create or permit to create any pledges which may affect on the rights or benefits of the Pledgee without prior written consent from the Pledgee;
  - (3) comply with and implement relevant laws and regulations with respect to the pledge of rights; present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within five (5) days upon receiving such notices, orders or suggestions; and comply with such notices, orders or suggestions; or object to the foregoing matters at the reasonable request of the Pledgee or with consent from the Pledgee;
  - (4) timely notify the Pledgee of any events or any received notices which may affect the Pledgor's equity interest or any part of its right, and any events or any received notices which may change the Pledgor's any warranty and obligation under this Agreement or affect the Pledgor's performance of its obligations under this Agreement.
- 8.2 The Pledgor promises that the Pledgee's right to the Pledge obtained from this Agreement shall not be suspended or inhibited by any legal procedure launched by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor or any such other person.
- 8.3 The Pledgor promises to the Pledgee that in order to protect or perfect the security for the performance of the Pledgor and Gamease's obligation under Main Agreement, the Pledgor shall execute in good faith and cause other parties who have interests in the pledge to execute all the title certificates, contracts, and perform actions and cause other parties who have interests to take action, as required by the Pledgee; and make access to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 8.4 The Pledgor promises to the Pledgee that they will execute all amendment documents (if applicable and necessary) in connection to the certificate of Equity Interest with the Pledgee or its designated person (natural person or a legal entity), and provide the notice, order and decision to the Pledgee which considers to be necessary within reasonable time.
- 8.5 The Pledgor promises to the Pledgee that they will comply with and perform all the guarantees, warranties, covenants, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate all the losses suffered by the Pledgee for the reasons that the Pledgor do not perform or fully perform their guarantees, warranties, covenants, representations and conditions.

**9. Gamease's Promises**

For the benefit of the Pledgee, Gamease promises to the Pledgee, during the effective term of this Agreement, that:

- 9.1 If it is required to obtain the consent, license, waiver, authorization of any third party or the approval, permit, exemption of, or the registration or filing with any government authority for the execution and performance of this Agreement and the Pledge under this Agreement, Gamease shall use its best endeavor to assist in obtaining and maintaining the validity of the aforesaid during the term of this Agreement;
- 9.2 Gamease would not assist the Pledgor in or permit the Pledgor setting up any new pledge or any other encumbrances on the Pledge Equity without prior consent from the Pledgee;
- 9.3 Gamease would not assist the Pledgor in or permit the Pledgor transferring the Pledged Equity without prior written consent from the Pledgee;
- 9.4 If any law suit, arbitration or other proceedings are raised which would probably exert adverse effect on the interest of the Company under this Agreement, the Pledged Equity or the Pledgee, Gamease shall timely notify the Pledgee in writing as soon as possible and take all the necessary measures to protect the interest of the Pledgee on the Pledged Equity according to the Pledgee's reasonable requirement;
- 9.5 Gamease shall provide the Pledgee the financial report of the Company of each prior calendar quarter within the first month of each calendar quarter, including but not limited to the balance sheet, the income statement and the cash flow statement;
- 9.6 Gamease undertakes that it shall take all the necessary measures and execute all the necessary documents (including but not limited to any supplement agreement to this Agreement) to make sure the enforcement and realization of the interest of the Pledgee on the Pledged Equity according to the Pledgee's reasonable request;
- 9.7 Gamease undertakes to take all measures to make the transfer of the Pledged Equity which is caused by the enforcement of the Pledge under this Agreement.

**10. Event of Default and Breach of Contract**

10.1 The following events shall be regarded as the events of default:

- (1) Pledgor or Gamease fails to perform the obligations under the Main Agreement, including but not limited to obligations under Loan Agreement;

- (2) The Pledgor makes any material misleading or mistaken representations, warranties or covenants under Article 5 and Article 6 herein; and the Pledgor breaches any other term and condition herein;
  - (3) The Pledgor waives the Pledged Equity or transfers or assigns the Pledged Equity without prior written consent from the Pledgee;
  - (4) The Pledgor's any external loan, security, compensation, covenants or any other compensation liabilities (i) are required to be repaid or performed prior to the scheduled date due to breach; or (ii) are due but can not be repaid or performed as scheduled and thereby cause the Pledgee to believe that the Pledgor's capacity to perform the obligations herein is affected;
  - (5) Gamease is incapable of repaying the general debt or other debt;
  - (6) This Agreement is illegal or the Pledgor is not capable of continuing to perform the obligations herein due to any reason except force majeure;
  - (7) The property of the Pledgor is adversely changed causing the Pledgee to believe that the capability of the Pledgor to perform the obligations herein is affected;
  - (8) The successors or agents of the Gamease are only able to perform a portion of or refuse to perform the payment obligation under the Main Agreement;
  - (9) The breach of the other terms by action or nonfeasance under this Agreement by the Pledgor.
  - (10) The Pledgor cannot perform its obligation under this Agreement since this Agreement is deemed as invalid or not executable due to any applicable laws; and
  - (11) Any approval, permit or authorization, which causes this Agreement executable and valid, is revoked, termination, invalid or revised materially.
- 10.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware of or find that any event under Article 10.1 herein or any event that may result in the foregoing events has happened or is going on.
- 10.3 Unless the event of default under Article 10.1 herein has been solved to the Pledgee's satisfaction, the Pledgee, at any time when the event of default happens or thereafter, may give a written notice of default to the Pledgor and require the Pledgor to immediately make full payment of the loan and the outstanding service fees under the Main Agreement and other payables or exercise the Pledge right in accordance with Article 11 herein.

10.4 Notwithstanding other provisions under the Agreement, The validity of Article 10 will not be affected by the termination of the Agreement.

## **11. Exercise of the Pledge**

- 11.1 The Pledgor shall not transfer or assign the Pledged Equity without prior written approval from the Pledgee prior to the completion of performing all the obligations under the Main Agreement.
- 11.2 In case of occurrence of event of default indicated in Article 10, the Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the right of pledge; the Pledgee may exercise the right of pledge at any time when the Pledgee gives a notice of default in accordance with Article 10.3 or thereafter.
- 11.3 The Pledgee is entitled to sale in accordance with legal procedure or disposes in other manners the Pledged Equity. If the Pledgee decides to exercise its pledge rights, the Pledgor promises to transfer all of its shareholder's right to Pledgee. In addition, the Pledgee has the right to convert the value of all or party of equity interests pursuant to this Agreement into money in compliance with legal procedure, or has priority of compensation from the proceeds generated from auction or selling off full or part of the equity interests under this Agreement.
- 11.4 The Pledgor shall not hinder the Pledgee from exercising the right of pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

## **12. Assignment**

- 12.1 The Pledgor shall not donate or transfer its rights and obligations herein without prior written consent from the Pledgee. In case of bankruptcy, liquidation, termination or other similar legal performance of the Pledgor, the Pledgor agrees to transfer the rights and obligation under this Agreement to the person designated by the Pledgee.
- 12.2 This Agreement shall be binding upon the Pledgor and his successors and be binding on the Pledgee and his each successor and allowed assignee.
- 12.3 The Pledgee may transfer or assign his all or any rights and obligations under the Main Agreement to any individual designated by it (natural person or legal entity) at any time to the extent permissible by the laws. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the rights and obligations under the Main Agreement, and such transfer shall only be subject to a written notice serviced to Pledgor, and at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.



- 12.4 After the Pledgee's change resulting from the transfer or assignment, the new parties to the pledge shall execute a new pledge contract; and the content of new pledge contract shall accord with the content of this Agreement in all material aspects.

### **13. Effectiveness and Termination**

- 13.1 The agreement is concluded upon its execution and takes effect on the date hereof.
- 13.2 To the extent practicable, the Parties shall make their best efforts to register the pledge at the administration for industry and commerce where Gamease is located; but the Parties confirm that the effectiveness and validity of this Agreement shall not be affected whatever the registration is done or not.
- 13.3 This Agreement shall terminated once the Loan under the Loan Agreement and the Service Fee under the Service Agreement are paid off and the Pledgor will not undertake any obligations under the Loan Agreement and Gamease will not undertake any obligations under the Service Agreement any more, and the Pledgee shall cancel or terminate this Agreement within reasonable time as soon as practicable.
- 13.4 The release of pledge shall record accordingly at the Shareholder's List of Gamease, and complete the registration for removing the record at application administration for industry and commerce where Gamease is located.

### **14. Formalities Fees and Expenses**

- 14.1 The Pledgor shall be responsible for all the fees and actual expenses in relation to this Agreement including but not limited to legal fees, cost of production, stamp tax and any other taxes and charges. If the Pledgee pays the relevant taxes in accordance with laws, the Pledgor shall fully indemnify the Pledgee such taxes paid by the Pledgee.
- 14.2 The Pledgor shall be responsible for all the fees (including but not limited to any taxes, formalities fees, management fees, litigation fees, attorney's fees, and various insurance premiums in connection with disposition of Pledge) incurred by the Pledgor for the reason that the Pledgor fails to pay any payable taxes, fees or charges for other reasons which cause the Pledgee to recourse by any means or ways.

## **15. Force Majeure**

- 15.1 Force Majeure, which includes but not limited to acts of governments, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning, war, refers to any unforeseen events beyond the party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control. The effected party by Force Majeure shall notify the other party of such event resulting in exemption promptly.
- 15.2 In the event that the affected party is delayed in or prevented from performing its obligations under this Agreement by Force Majeure, only within the scope of such delay or prevention, the affected party will not be responsible for any damage by reason of such a failure or delay of performance. The affected party shall take appropriate means to minimize or remove the effects of Force Majeure and attempt to resume performance of the obligations delayed or prevented by the event of Force Majeure. After the event of Force Majeure is removed, both parties agree to resume the performance of this Agreement with their best efforts.

## **16. Confidentiality**

- 16.1 The parties of this agreement acknowledge and make sure that all the oral and written materials exchanged relating to this contract are confidential. All the parties have to keep them confidential and can not disclose them to any other third party without other parties' prior written approval, unless: (a) the public know and will know the materials (not because of the disclosure by any contractual party); (b) the disclosed materials are required by laws or stock exchange rules; or (c) materials relating to this transaction are disclosed to parties' legal consultants or financial advisors, however, who have to keep them confidential as well. Disclosure of the confidential by employees or hired institutions of the parties is deemed as the act by the parties, therefore, subjecting them to liability. This Article remains in effect even if this Agreement should become valid, cancelled, terminated or unenforceable.
- 16.2 After the termination of the Agreement, either Party shall return, destroy or dispose of all the documents, materials and software which contain confidential information at the requirement of the other Party, and cease making use of such confidential information.
- 16.3 Notwithstanding any other provisions of the Agreement, the validity of Article 16 will not be affected by the suspension or termination of the Agreement

## **17. Governing Law and Dispute Resolution**

- 17.1 The execution, validity, performance, modification, interpretation and termination of this Agreement and the disputes resolution under this Agreement shall be governed by PRC laws.

- 17.2 The parties shall strive to settle any dispute arising from this Agreement through friendly consultation.
- 17.3 In case no settlement can be reached through consultation within thirty (30) days after such dispute is raised, each party can submit such matter to Beijing Arbitration Commission in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final conclusive and binding upon both parties. If there is any dispute is in process of arbitration, other than the matters in dispute, the Parties shall perform the other rights and obligation pursuant to this Agreement.

## 18. Notice

Notices or other communications required to be given by any party pursuant to this Agreement shall be made in writing and delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service or by facsimile transmission to the address of relevant each party or both parties set forth below or other address of the party or of the other addressees specified by such party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served the seventh (7<sup>th</sup>) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4<sup>th</sup>) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

**Pledgee:** **Beijing AmazGame Age Internet Technology Co., Ltd.**  
Address: No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing.

**Pledgor:** **Beijing Century High-Tech Investment Co., Ltd**  
Address: No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing

**Company:** **Beijing Gamease Age Digital Technology Co., Ltd.**  
Legal Address: Floor 2, east wing of Jing Yan Restaurant, No.29 Shijingshan Road, Shijingshan District, Beijing,

## 19. Miscellaneous

- 19.1 The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation, explanation or in any other way the meaning of the provisions of this Agreement.
- 19.2 The parties confirm that this Agreement shall constitute the entire agreement of the parties upon its effectiveness with respect to the subject matters therein and supersedes and replaces all prior or contemporaneous verbal or/and written agreements and understandings.

- 19.3 This Agreement shall be binding and benefit the successor of each Party and the transferee allowed by each Party.
- 19.4 Any rights, power and remedies of either party under this Agreement will not exclude any other types of rights, power and remedies of either party in accordance with the laws and other provisions under this agreement. Moreover, the performance of any rights, powers and remedies by any party will not exclude the performance of other rights, powers and remedies of such party.
- 19.5 Any delay of performing the rights under the Agreement by either Party shall not be deemed the waiver of such rights and would not affect the future performance of such rights.
- 19.6 If any provision of this Agreement is judged as void, invalid or non-enforceable according to relevant laws, the provision shall be deemed invalid only within the applicable area of the PRC Laws, and the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or non-enforceable provisions and replace those are void, invalid or non-enforceable provisions with valid provisions to the extent which such provisions could be valid, effective and enforceable.
- 19.7 Any matters excluded in this Agreement shall be negotiated by the Parties. Any amendment and supplement of this Agreement shall be made by the Parties in writing. The amendment and supplement duly executed by each Party shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.
- 19.8 This Agreement is executed with five (5) original copies and each original copy has the same legal effect; Each Party holds one (1) original copies and others are for pledge registration at relevant authorities.

**IN WITNESS THEREFORE**, the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[No text below]

**Pledgee: Beijing AmazGame Age Internet Technology Co., Ltd. (Seal)**

Signature: \_\_\_\_\_

**Pledgor: Beijing Century High-Tech Investment Co., Ltd (Seal)**

Signature: \_\_\_\_\_

**Company: Beijing Gamease Age Digital Technology Co., Ltd. (seal)**

Signature: \_\_\_\_\_

**Appendix:****Shareholder's List of Gamease****Date: April 15, 2015**

<u>Name of Shareholder</u>	<u>Contributed Capital Shareholding</u>	<u>Shareholder's Information</u>	<u>Note:</u>
Beijing Century High-Tech Investment Co., Ltd	RMB 10,000,000 100%	Business License No.: 110000003484202 Address: No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing	According to the Equity Interest Pledge Agreement entered between and by Beijing Century High-Tech Investment Co., Ltd (Century High-Tech) and Beijing AmazGame Network Technology Co., Ltd. ("AmazGame") dated April 15, 2015, Century High-Tech agrees to pledge 100% equity interests held by it to AmazGame.

## EQUITY INTEREST PURCHASE AGREEMENT

This Equity Interest Purchase Agreement (this "Agreement") is entered into as of April 15, 2015 between and by the following Parties in Beijing, People's Republic of China ("China" or "PRC"):

- Party A:** **Beijing AmazGame Age Internet Technology Co., Ltd.**, with the registered address of No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing;
- Party B:** **Beijing Century High-Tech Investment Co., Ltd.**, No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing
- Party C:** **Beijing Gamease Age Digital Technology Co., Ltd.**, with the registered address of No. 1197, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing;

**WHEREAS:**

1. Party A, a wholly foreign-owned enterprise incorporated under the PRC laws;
2. Party C, a limited liability company incorporated under the PRC laws;
3. Party B, a limited liability company incorporated under the PRC laws and the shareholder of Party C holding 40% equity interests of Party C ("Equity Interests");
4. The Loan Agreement ("Loan Agreement") was entered into between and by Party A and Party B on April 15, 2015, pursuant to which Party A has extended the interest free loan to Party B with the amount of RMB 10,000,000 and Party B has received the loan;
5. The Equity Interest Pledge Agreement ("Equity Pledge Agreement") was entered between and by Party A and Party B on April 15, 2015; and
6. The Business Operation Agreement was entered among and by Party A, Party B, and Party C on April 15, 2015;

**NOW, THEREFORE**, to clarify the rights and obligations of each Party, through friendly negotiations, the Parties hereby agree to the following:

## **1. Purchase and Sale of Equity Interest**

### **1.1 Grant Rights**

Party B hereby exclusively and irrevocably grants to Party A an option to purchase Equity Interest unconditionally. According to the option, as permitted by the laws of China, Party A or one or more persons designated by Party A (“Designated Person”) have the right to, purchase a portion or all of the equity interests held by Party B in Party C (the “Option”) at any time according to steps—determined by Party A, and at the price specified in Section 1.3 of this Agreement. No Option shall be granted to any third party other than Party A and/or the Designated Persons. The “person” set forth in this Agreement means any individual person, corporation, joint venture, partnership, enterprise, trust or non-corporation organization. The person indicated hereunder means individual, company, association, partner, enterprise, trust and other organization.

### **1.2 Exercise Steps**

Party A and/or the Designated Persons may exercise Option by issuing a written notice (the “Notice”) in the form of the sample attached in the appendix I to Party B specifying the equity interest to be purchased from Party B (the “Purchased Equity Interest”) and the manner of purchase.

Within 7 business days upon the receipt of Notice, Party B shall enter into an equity transfer agreement with Party A and/or its designated party and ensure transfer of Purchased Equity Interest to Party A and/or its designated person.

### **1.3 Purchase Price**

1.3.1 When Party A exercises the Option, the purchase price of the Purchased Equity Interest (“Purchase Price”) shall be equal to the original investment price of the Purchased Equity Interest (“Original Investment Price”, of RMB 100,000 for 1% of equity interests) by Party B, unless applicable PRC laws and regulations require appraisal of the equity interests or stipulate other restrictions on the purchase price of equity interests.

1.3.2 If the applicable PRC laws require appraisal of the equity interests or stipulates other restrictions on the purchase price when Party A exercises the Option, the Parties agree that the Purchase Price shall be set at the lowest price permissible under the applicable laws. If the lowest price is higher than the original investment, the amount exceeded shall be repaid to Party A according to the Loan Agreement.



#### 1.4 Transfer of the Purchased Equity Interest

After Party A provides written notice to purchase equity interest pursuant to this Agreement, each time the option is exercised:

- 1.4.1 Party B shall reach a timely resolution for Party B to transfer Equity Interest to Party A and/or the Designated Persons, and Party B shall sign a confirmation letter waiving the right of first refusal for other equity interests in Party C;
- 1.4.2 Party B shall, pursuant to the terms and conditions of this Agreement and the Purchased Equity Interest Notices, enter into an equity interest transfer agreement with Party A and/or the Designated Persons (as applicable) for each transfer;
- 1.4.3 The related parties shall execute all other requisite contracts, agreements or documents, obtain all requisite governmental approvals and consents, and conduct all necessary actions, without any security interest, transfer the valid ownership of the Purchased Equity Interest to Party A and/or the Designated Persons, and have Party A and/or the Designated Persons be the registered owner of the Purchased Equity Interest at administration for industry and commerce. In this clause and this Agreement, "Security Interest" includes guarantees, mortgages, pledges, the rights or interests of third parties, any equity interest purchase right, right of acquisition, right of first refusal, right of set-off, ownership detainment or other security arrangements. It does not include any security interest subject to the Equity Pledge Agreement.
- 1.4.4 Party B and Party C shall unconditionally assist Party A and/or the Designated Persons in obtaining the governmental approvals, permits, registrations, filings and complete all necessary formalities for obtaining the Purchase Equity Interest.

#### 1.5 Payment

Payment method of the Purchase Price shall be determined through consultation by Party A and/or the Designated Persons with Party B according to applicable laws when the option is exercised. Party A and Party B hereby agree that Party B shall repay any amount that is paid by Party A and/or the Designated Persons to Party B in connection with the Purchased Equity Interest to Party A in accordance with the law as reimbursement for the loan principal of the loan and interest or cost under the Loan Agreement as allowed by the law.

**2. Party B and Party C's Promises**

- 2.1 Without prior written consent by Party A, not to, in any form supplement, change or amend the Articles of Association of Party C, increase or decrease registered capital of the corporation, or change the structure of the registered capital in any other form.
- 2.2 Without prior written consent by Party A, not to, upon the execution of this Agreement, sell, transfer, mortgage or dispose in any other form, any legitimate or beneficial equity interests, or approve any other security interest set on it except the pledges pursuant to the Equity Pledge Agreement.
- 2.3 Without prior written consent by Party A, Party B shall not decide, support or execute any shareholders resolution that approves any sale, transfer, mortgage or disposal of any legitimate or beneficial equity interest, or allow any other security interest set on it, except pledges on the equity interests made to Party A or its Designated Persons.
- 2.4 At any time, upon Party A's request, to transfer Equity Interests to Party A and/or the Designated Person unconditionally at any time, and to waive the first right of refusal for the equity interests to be transferred held by the other shareholder of Party C.
- 2.5 Without prior written consent by Party A, Party B shall not agree, support or sign any shareholders resolution that allows Party C to merge, associate with, acquire, or invest in any person.
- 2.6 According to fair finance and business standards and customs, to maintain the existence of Party C, prudently and effectively operate the business and handle affairs to maintain the asset value of Party C, and to refrain from any action/inaction which affects its operations and asset value.
- 2.7 Without prior written consent by Party A, not to take any action and/or inaction, which may materially effect Party C's assets, business and liabilities; and not to, upon the execution of this Agreement, sell, transfer, mortgage or dispose in any other form, any asset, legitimate or beneficial business interest or income of Party C, or approve any other security interest set on it.
- 2.8 Without prior written consent by Party A, not to cause, inherit, guarantee or allow the existence of any debt, other than (i) debt arising from normal or daily business but not from borrowing; and (ii) debt already disclosed to and consented in writing by Party A.

- 2.9 Without prior written consent by Party A, not to enter into any material contract, other than those needed in the process of normal business operations (As in this paragraph, any agreement that exceeding one hundred thousand Yuan (RMB 100,000) shall be deemed as a material agreement).
- 2.10 Without prior written consent by Party A, not to provide any loans or credit loans to anyone.
- 2.11 Upon the request of Party A, to provide all operations and financial information of Party C timely.
- 2.12 To purchase and hold insurance from insurance companies accepted by Party A, the insurance amount and category shall be the same as those held by companies in the same area, operating a similar business and owning similar properties and assets as Party C.
- 2.13 To notify Party A on the occurrence or the potential occurrence of any litigation, arbitration or administrative procedures related to equity interests owned by Party B, or Party C's assets, business and revenue.
- 2.14 In order to keep ownership of Party B's equity interest, to execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, and take all requisite or appropriate defenses against false claims of compensation.
- 2.15 In order to keep ownership of Party C's assets, to execute all requisite or appropriate documents, conduct all requisite or appropriate actions, make all requisite or appropriate claims, and take all requisite or appropriate defenses against false claims of compensation.
- 2.16 Party C shall not distribute dividend to its shareholders in any manners (Without prior written consent by Party A), but should Party A request it, Party C should promptly distribute all part of its dividends to shareholders.
- 2.17 Promptly notify Party A on the occurrence or possible occurrence of litigation, arbitration or administrative proceeding regarding the equity interests held by Party B.
- 2.18 Party B shall facilitate Shareholder resolution approval of the transfer of Purchased Equity Interests subject to this Agreement.

- 2.19 Upon the request of Party A, to appoint any persons designated by Party A as director or senior management personnel of Party C.
- 2.20 To exercise rights as Party C's shareholder upon the request, and only upon the written authorization of Party A.
- 2.21 The Parties agree and confirm the meaning of "Party A's written consent" as stated in this Agreement means consent approved by the board of Party A.
- 2.22 To adhere strictly to the provisions of this Agreement and other Agreements entered into collectively or respectively by Party A, Party B and Party C, and to perform all obligations under these Agreements, without taking any action or inaction which affects the validity and enforceability of these Agreements.

### 3. Representations and Warranties

As of the execution date of this Agreement and every transfer date, Party B and Party C hereby represents and warrants to Party A as follows:

- 3.1 It has the power and ability to enter into and deliver on this Agreement and any equity interest transfer Agreements ("Transfer Agreement", respectively) which is a party of, for every transfer of Purchased Equity Interest pursuant to this Agreement, and to perform its obligations under this Agreement and any Transferring Agreement. Upon execution, this Agreement and the Transfer Agreements to which it is a party constitute a legal, valid and binding obligation enforceable against it in accordance with its terms;
- 3.2 The execution, delivery, and performance obligations of this Agreement and any Transfer Agreements do not: (i) cause violation of any relevant PRC laws and regulations; (ii) constitute a conflict with its Articles of Association or other organizational documents; (iii) cause a breach to any Agreement or instrument which it is a party of or is bound by, or constitute a breach under any Agreement or instruments to which it is a party of or is bound by; (iv) cause violations of any relevant permits or approvals and/or any relevant persistent valid conditions; or (v) cause any permits or approvals to be suspended, or removed, or induce additional conditions;
- 3.3 Party C holds valid ownership and sales rights to all its assets. Party C has not set any security interest on these assets;
- 3.4 Party C does not have any unpaid debt, except (i) debt arising in the normal course business; and (ii) debt already disclosed to Party A to which Party A has approved in writing;

- 3.5 Party C complies with all PRC laws and regulations applicable to the acquisition of assets;
- 3.6 No litigation, arbitration or administrative procedure relevant to the equity interest and assets of Party C or the corporation is in process, pending settlement or likely to occur;
- 3.7 Party B holds valid ownership sales rights to its equity interest and has not any security interests on these interests, other than the security interests pursuant to the Equity Pledge Agreement.

#### **4. Breach of Contract**

- 4.1 If any party (“Defaulting Party”) breaches any provision of this Agreement, which may cause damages to other parties (“Non-defaulting Party”), the Non-defaulting Party can notify the Defaulting Party in writing, requesting it rectify and correct such a breach of contract; if the Defaulting Party does not take actions which rectify and correct such breach to the satisfaction of the Non-defaulting Party within fifteen (15) days upon the issuance of the written notice, the Non-defaulting Party can take actions pursuant to this Agreement or other measures in accordance with laws in response.
- 4.2 The occurrence of the following events constitute a breach of contract by Party B:
  - (1) any violation by Party B of the provisions of this Agreement, or these exists in the representation and warranties hereunder material mistakes, inaccuracies or are otherwise incorrect;
  - (2) transference in any manner, or the pledging of any rights pursuant to this Agreement without the prior written consent of Party A; or
  - (3) this Agreement, Loan Agreement and/or Equity Pledge Agreement becomes invalid or unenforceable.
- 4.3 Should a breach of contract or violation of provisions under Loan Agreement, Equity Pledge Agreement and Business Operation Agreement occur, Party A can take the following actions:
  - (1) request Party B transferring all or part of Purchased Equity Interests at Purchase Price to Party A or the Designated Persons; and
  - (2) take back loans made under the Loan Agreement.

- 4.4 Once Party A realizes the pledge pursuant to Article 11 of the Equity Pledge Agreement and, Party A obtains the relevant payments, Party B will be deemed to have fulfilled its obligations under this Agreement and Party A should not request any other payments from Party B.
- 4.5 Notwithstanding other provisions under the Agreement, the validity of Article 4 will not be affected by the termination of the Agreement.

**5. Assignment**

- 5.1 Without prior written consent of the Party A, Party B shall not transfer its rights and obligations under this Agreement to any third party; if Party B dies, Party B agrees to transfer the rights and obligation under this Agreement to the person designated by Party A.
- 5.2 This Agreement shall be binding on the successor to Party B and is effective on any successor or transferee as allowed by Party A.
- 5.3 Party B hereby agrees that Party A shall be able to transfer all of its rights and obligation under this Agreement to any third party at its own discretion. Upon such transfer, Party A is only required to provide written notice to Party B, and no further consent from Party B will be required.

**6. Effectiveness and Term**

- 6.1 This Agreement shall be concluded and take effect on the date hereof.
- 6.2 The term of this Agreement is ten (10) years unless early termination in accordance with this Agreement is initiated or terms of other relevant agreements entered into by the Parties. This Agreement may be extended through the written notice by Party A before the expiration of this Agreement. The term of extension will be decided by Party A.
- 6.3 If Party A or Party C's operation term expires (including any extensions and grace periods) or is otherwise terminated prior to the expiration of this Agreement as set forth in Section 6.2, this Agreement shall be terminated simultaneously, except where Party A has transferred its rights and obligations in accordance with Section 5.2 of this Agreement.

**7. Termination**

- 7.1 At any time during the term of this Agreement, including any extension period, if Party A can not exercise the Option indicated in Article 1, Party A can, at its own discretion, terminate this Agreement by issuing written notice to Party B and does not need to assume any liability.

- 7.2 If Party C, during the term of this Agreement and its extension period, is bankrupt, dissolved or shut down by authorities, the obligations of Party B hereunder are terminated; Party B shall continue to perform its obligations under other agreements entered with Party A.
- 7.3 Except under circumstances indicated in clause 7.2, Party B and Party C does not have the right to dissolve this Agreement during the term and extension periods of this Agreement in any case.

## **8. Taxes and Expenses**

Each Party shall, bear any and all registering taxes, costs and expenses as required by PRC laws for equity transfers arising from the preparation, execution and completion of this Agreement and all Transfer Agreements.

## **9. Confidentiality**

- 9.1. The Parties acknowledge and confirm all oral or written materials exchanged by the Parties in connection with this Agreement are confidential. The Parties shall maintain the secrecy and confidentiality of these materials. Without the written consent of the other Parties, no Party shall disclose to any third party such materials, except under the following circumstances:
- (1) The materials are, or soon to be, public information (but disclosure cannot be by the Party receiving the information );
  - (2) The materials are required to be disclosed under applicable laws or the rules or provisions of a stock exchange; or
  - (3) Where documents are disclosed by any party to its legal or financial counsel for the purpose of transactions under this Agreement, said counsel shall also maintain confidentiality. Any disclosure by employees or agencies employed by any party shall be deemed as disclosure by such party and shall assume the liabilities for breach of contract pursuant to this Agreement. This Article remains in effect even if the Agreement should become void, cancelled, terminated or unenforceable.
- 9.2. After the termination of the Agreement, either Party shall return, destroy or dispose of all the documents, materials and software which contain confidential information at the requirement of the other Party, and cease making use of such confidential information.

9.3. Notwithstanding any other provisions of the Agreement, the validity of Article Nine will not be affected by the suspension or termination of the Agreement

## 10. Notices

Notices or other communications by any party relating to this Agreement shall be made in writing and delivered personally, sent by mail or a recognized courier service, or by facsimile transmission to the address set forth below, or such other addressees specified by the relevant party from time to time. The effective date of the notice is determined as follows: (a) a notice delivered personally is deemed duly served upon delivery; (b) a notice sent by mail is deemed duly served on the seventh (7<sup>th</sup>) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4<sup>th</sup>) day after it is delivered to an internationally recognized courier service; and (c) a notice sent by facsimile transmission is deemed duly served as of the receipt time shown on the transmission confirmation.

**Party A: Beijing AmazGame Age Internet Technology Co., Ltd.**

Legal Address: No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing

**Party B: Beijing Century High-Tech Investment Co., Ltd.**

Address: No.1 Zhong Guan Cun Dong Lu, Sohu Internet Plaza 10-08, Haidian District, Beijing

**Party C: Beijing Gamease Age Digital Technology Co., Ltd.**

Legal Address: No. 1197, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing

## 11. Applicable Law and Dispute Resolution

11.1 The execution, validity, performance, modification, interpretation, termination and method of disputes resolution under this Agreement shall be governed by PRC law.

11.2 The parties shall strive to settle any dispute arising from this Agreement through friendly negotiations.



11.3 If no settlement can be reached through negotiations within thirty (30) days after a dispute is raised, either party can submit the matter to Beijing Arbitration Commission in accordance with its effective rules. The arbitration shall take place in Beijing. The arbitration decision shall be final and is binding upon the Parties. If there is a dispute, whether newly arising or in the process of arbitration, other than the matters in dispute, the Parties shall enjoy all other rights and perform all other obligations pursuant to this Agreement.

## 12. Miscellaneous

- 12.1 The headings contained in this Agreement are for convenient referencing only and do not affect the interpretation, explanation or meaning of the provisions of this Agreement.
- 12.2 The Parties confirm that upon this Agreement effectiveness, both Parties are in complete agreement respect to the subject matters and interpretations of this Agreement and replaces all prior verbal or/and written agreements and understandings.
- 12.3 This Agreement shall bind and benefit the Parties, the “successor” and the transferees allowed by each Party.
- 12.4 Any rights, power and remedies under any provisions of the Agreement will not exclude any other types of rights, power and remedies in accordance with the laws and other provisions under the Agreement. Moreover, the performance of any rights, powers and remedies will not exclude the performance of other rights, powers and remedies.
- 12.5 Any nonperformance or delay in performing the rights, powers or remedies under the Agreement or laws by either Party shall not be deemed as waiver of such rights, powers or remedies ( the “Party’s Rights”) and would not affect the future performance of such rights, powers or remedies in other ways or the performance of any other rights.
- 12.6 If any provision of this Agreement is judged as void, invalid or unenforceable under relevant laws, the provision shall be deemed invalid only within the applicable area of the law, The validity, legality and enforceability of the other provisions hereof are not affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and replace these with provisions which are valid, effective and enforceable.

12.7 Any matters excluded in this Agreement shall be negotiated by the Parties. Any amendment or supplement to this Agreement shall be made in writing. Amendments and supplements duly executed by each Party shall be deemed as a part of this Agreement and enjoys the same legal effect as this Agreement.

12.8 This Agreement is drawn up with three (3) original copies; each Party holds one (1) copy and each copy has the same legal effect.

**IN WITNESS THEREFORE**, the parties hereof have personally or through their duly authorized representatives signed this Agreement as of the date written above.

[No Text Below]

**Party A: Beijing AmazGame Age Internet Technology Co., Ltd.**  
(seal)

Signature: \_\_\_\_\_

**Party B: Beijing Century High-Tech Investment Co., Ltd**  
(seal)

Signature: \_\_\_\_\_

**Party C: Beijing Gamease Age Digital Technology Co., Ltd.**  
(seal)

Signature: \_\_\_\_\_

**Appendix:**

**Equity Purchase Notice  
(Sample)**

To: Beijing Century High-Tech Investment Co., Ltd

According to the Equity Interest Purchase Agreement entered between and by you and us dated \_\_\_\_\_, we hereby notify and request you to transfer 100% equity interests in Beijing Gamease Age Digital Technology Co., Ltd. to \_\_\_\_\_ with a purchase price of RMB \_\_\_\_\_ in accordance with the provisions of said agreement. Please transfer the aforesaid equity interest to \_\_\_\_\_ according to the Equity Interest Purchase Agreement immediately upon receiving this notice.

Regards

**Beijing AmazGame Age Internet Technology Co., Ltd.**  
(Seal)

Date:

### Power of Attorney

The company, Beijing Century High-Tech Investment Co., Ltd, registered in the People's Republic of China ("China"), with enterprise registration number 110000003484202, is the shareholder of Beijing Gamease Age Digital Technology Co., Ltd. ("Gamease"), holding 100% equity interests of Gamease. The company hereby agrees and irrevocably grants the person ("fiduciary") who is appointed by the board of Beijing AmazGame Age Internet Technology Co., Ltd. ("AmazGame") upon written resolutions from time to time with the following rights during the term of this Power of Attorney:

Authorize the fiduciary as the unique and exclusive attorney of the company and solely represent the company to exercise the shareholder's all the due rights according to the Chinese laws and Gamease's Articles of Association (including current and future amendments from time to time), including but not limited to the right to call the shareholder's meeting (if applicable), accept the notice regarding the shareholder's meeting (if applicable) and discussion procedure, participate in the shareholder's meeting and exercise the voting right (if applicable), including but not limited to nominate, elect or appoint the director, general manager, financial controller or other senior management personnel, and the matters of dividend distribution etc.), make any shareholder decision, sell or transfer any or all of the equity interests of Gamease owned by himself/herself.

Such authorization and appointment are based upon the precondition that the fiduciary is acting as an employee of AmazGame or its affiliates. Once the fiduciary loses his/her title or position in AmazGame or its affiliates, or the board of AmazGame terminates such authorization and appointment in written notice, the authorization and appointment that granted by the company shall be immediately void. The company will designate/authorize the other individual nominated by the board of AmazGame in written resolutions to exercise all the above shareholder's due rights.

The term of this Power of Attorney has the same term as the Business Operation Agreement that entered by Gamease, AmazGame and other party in April 15, 2015. If the foregoing Business Operation Agreement is terminated early or extended in accordance with the terms of this agreement, this Power of Attorney shall terminate at the same time as the Business Operation Agreement, or extend at the same time with the same extension of maturity as the Business Operation Agreement. Within the term of this Power of Attorney, this Power of Attorney shall not be revised or terminated without the written consent of AmazGame.

Beijing Century High-Tech Investment Co., Ltd (Signature/Seal)

April 15, 2015

**BUSINESS OPERATION AGREEMENT**

This Business Operation Agreement (hereinafter referred to as “this Agreement”) is entered into among the following parties in Beijing, People’s Republic of China (“China” or “PRC”) as of April 15, 2015:

**Party A:** **Beijing AmazGame Age Internet Technology Co., Ltd.**, with the registered address of No. 1210, Building 3, No. 3 Xijing Road, Badachu High-Tech Zone, Shijingshan District, Beijing;

**Party B:** **Beijing Gamease Age Digital Technology Co., Ltd.**, with the registered address of Floor 2, east wing of Jing Yan Restaurant, No.29 Shijingshan Road, Shijingshan District

**Party C:** **Beijing Century High-Tech Investment Co., Ltd.**, with the address of Sohu Internet Plaza 10-08, No.1 Zhong Guan Cun Dong Lu, Haidian District, Beijing

**WHEREAS:**

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC law, which has the technology expertise and the practical experience on the development and design of computer software, and rich experience and professional technicians on information technology and services;
2. Party B is a limited liability company duly incorporated and validly existing under the PRC law, which is approved by Beijing Communication Administration to carry on the value-added communication business including Internet information services;
3. Party C is a company duly incorporated and validly existing under the PRC law, who is the shareholder of Party B and owns 100% equity interests of Party B;
4. Party A has established a business relationship with Party B by entering into an Operating Maintenance Service Agreement, Technology Development and Technology Application Service Agreement (collectively, “Services Agreement”) and etc.; Party B, pursuant to such agreements, is liable to pay a certain amount of money to Party B. Therefore, both parties are aware that the daily operation of Party B will have a material effect on its capacity to pay such payable account to Party A;
5. The parties hereby agree to further clarify, through this Agreement, the matters in connection with Party B’s operation pursuant to provisions herein.

**NOW, THEREFORE**, through friendly negotiations and abiding by the principle of equality and mutual benefit, the Parties hereby agree as follows:

1. To assure the performance of the various operation agreements between Party A and Party B and the payment of the payables accounts by Party B to Party A, Party B together with its shareholders Party C hereby jointly agree that Party B shall not conduct any transaction which may materially affects its assets, obligations, rights or the company's operation (excluding the business contracts, agreements, sell or purchase assets during Party B's regular operation and the lien obtained by relevant counter parties due to such transactions) unless the obtainment of a prior written consent from Party A, including but not limited to the following contents:
  - 1.1 to borrow money from any third party or assume any debt;
  - 1.2 to sell to or acquire from any third party any asset or right, including but not limited to any intellectual property right;
  - 1.3 to provide real guarantee for any third party with its assets or intellectual property rights;
  - 1.4 to assign to any third party its business agreements.
2. Party C, as Party B's shareholder, further covenants that
  - 2.1 not sell, transfer, pledge, dispose in any other manners of their equity interests of Party B or other interests, or not allow to create other security interests on it without Party A's prior written consent, except for Party A and/or its designated person;
  - 2.2 not to approve the shareholders' resolution which may result in the Party B's, merger or combination with, buy or investment in, or being purchased by any other person without Party A's prior written consent, expect for purchased by Party A or its designated person;
  - 2.3 not do anything that may materially affect the assets, business and liabilities of Party B without Party A's prior written consent; not, upon the execution of this Agreement, to sale, transfer, mortgage or dispose, in any other form, any asset, legitimate or beneficial interest of business or income of Party B, or to approve any other security interest set on it without prior written consent by Party A;
  - 2.4 not to request Party B or approve the shareholders' resolution to agree to distribute dividends or profits to shareholders without Party A's prior written consent;
  - 2.5 not to supplement, amend or modify its articles of association, or to increase or decrease its registered capital, or to change the capital structure of Party B in any way without Party A's prior written consent; and

- 2.6 agree to execute the Power of Attorney attached hereto as requested by Party A upon the execution of this Agreement and within the term of this Agreement.
3. In order to ensure the performance of the various operation agreements between Party A and Party B and the payment of the various payables by Party B to Party A, Party B together with its shareholder Party C hereby jointly agree to accept, from time to time, the corporate policy advise and guidance provided by Party A in connection with the employment and dismissal of the company's employees, company's daily operating, financial management and so on.
4. Party B together with its shareholder Party C hereby jointly agree that Party C shall appoint the person recommended by Party A as the directors of Party B, and Party B shall appoint Party A's senior managers as Party B's General Manager, Chief Financial Officer, and other senior officers. If any of the above senior officers leaves or is dismissed by Party A, he or she will lose the qualification to take any position in Party B and Party B shall appoint other senior officers of Party A recommended by Party A to assume such position. In this circumstance, the person recommended by Party A should comply with the stipulation on the statutory qualifications of directors, General Manager, chief financial controller, and other senior officers pursuant to applicable law.
5. Party B together with its shareholder Party C hereby jointly agree and confirm that Party B shall seek the guarantee from Party A first if it needs any guarantee for its performance of any contract or loan of flow capital in the course of operation. In such case, Party A shall have the right but not the obligation to provide the appropriate guarantee to Party B on its own discretion. If Party A decides not to provide such guarantee, Party A shall issue a written notice to Party B in a timely manner and Party B shall seek a guarantee from other third party.
6. In the event that any of the agreements between Party A and Party B terminates or expires, Party A shall have the right but not the obligation to terminate all agreements between Party A and Party B including but not limited to the Services Agreement.
7. Any amendment and supplement of this Agreement shall be made in writing. The amendment and supplement duly executed by all parties shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.
8. If any clause hereof is judged as invalid or non-enforceable according to relevant laws, such clause shall be deemed invalid only within the applicable area of the laws without affecting other clauses hereof in any way.
9. Party B shall not assign its rights and obligations under this Agreement to any third party without the prior written consent of Party A; Party B hereby agrees that Party A may assign its rights and obligations under this Agreement as it needs and such transfer shall only be subject to a written notice sent to Party B by Party A, and no any further consent from Party B will be required.



10. All parties acknowledge and confirm that any oral or written materials communicated pursuant to this Agreement are confidential documents. All parties shall keep secret of all such documents and not disclose any such documents to any third party without prior written consent from other parties unless under the following conditions: (a) such documents are known or shall be known by the public (excluding the receiving party discloses such documents to the public without authorization); (b) any documents required to be disclosed in accordance with applicable laws or rules or regulations of stock exchange; or (c) if any documents required to be disclosed by any party to its legal counsel or financial consultant for the purpose of the transaction of this Agreement by any party, such legal counsel or financial consultant shall also comply with the confidentiality as stated hereof. Any disclosure by employees or agencies employed by any party shall be deemed the disclosure of such party and such party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive whatever this Agreement is void, amended, cancelled, terminated or unable to perform.
11. This conclusion, validity, performance, modification, interpretation, termination and disputes resolution of Agreement shall be governed by the PRC law.
12. The parties hereto shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after such dispute is raised, each party can submit such matter to Beijing Arbitration Commission in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final conclusive and binding upon both parties. If there is any dispute is in process of arbitration, other than the matters in dispute, the Parties shall perform the other rights and obligation pursuant to this Agreement.
13. This Agreement shall be executed by a duly authorized representative of each party as of the date first written above and become effective simultaneously.
14. Notwithstanding Article 13 hereof, the parties confirm that this Agreement shall constitute the entire agreement of the parties with respect to the subject matters therein and supersedes and replaces all prior or contemporaneous verbal and written agreements and understandings.
15. The term of this agreement is ten (10) years unless early termination occurs in accordance with relevant provisions herein or in any other relevant agreements reached by all parties. This Agreement may be extended only upon Party A's written confirmation prior to the expiration of this Agreement and the extended term shall be determined by Party A based on its independent judgement. During the aforesaid term, if Party A or Party B is terminated at expiration of the operation term (including any extension of such term) or by any other reason, this Agreement shall be terminated upon such termination of such party, unless such party has already assigned its rights and obligations in accordance with Article 9 hereof.

16. The Parties agree and confirm the meaning of “Party A’s (written) notice” pursuant to this Agreement means the consent shall be approved by the board of Party A, but if such consent only approved by Party C, such consent shall not be deemed as satisfied with the obtaining of written notice from Party A.
17. This Agreement shall be terminated on the expiring date unless it is renewed in accordance with the relevant provision herein. During the valid term of this Agreement, Party B shall not terminate this Agreement. Notwithstanding the above stipulation, Party A shall have the right to terminate this Agreement at any time by issuing a thirty (30) days prior written notice to Party B.
18. The original of this Agreement is in four (4) copies, each party holds one and all original are equally valid.

**IN WITNESS THEREOF** each party hereto have caused this Agreement duly executed by itself or a duly authorized representative on its behalf as of the date first written above.

[No text below]

**Party A: Beijing AmazGame Age Internet Technology Co., Ltd.**  
(seal)

Signature: \_\_\_\_\_

**Party B: Beijing Gamease Age Digital Technology Co., Ltd.**  
(seal)

Signature: \_\_\_\_\_

**Party C: Beijing Century High-Tech Investment Co., Ltd**

Signature: \_\_\_\_\_

**Power of Attorney**

The company, Beijing Century High-Tech Investment Co., Ltd, registered in the People's Republic of China ("China"), with enterprise registration number 110000003484202, is the shareholder of Beijing Gamease Age Digital Technology Co., Ltd. ("Gamease"), holding 100% equity interests of Gamease. The company hereby agrees and irrevocably grants the person ("fiduciary") who is appointed by the board of Beijing AmazGame Age Internet Technology Co., Ltd. ("AmazGame") upon written resolutions from time to time with the following rights during the term of this Power of Attorney:

Authorize the fiduciary as the unique and exclusive attorney of the company and solely represent the company to exercise the shareholder's all the due rights according to the Chinese laws and Gamease's Articles of Association (including current and future amendments from time to time), including but not limited to the right to call the shareholder's meeting (if applicable), accept the notice regarding the shareholder's meeting (if applicable) and discussion procedure, participate in the shareholder's meeting and exercise the voting right (if applicable, including but not limited to nominate, elect or appoint the director, general manager, financial controller or other senior management personnel, and the matters of dividend distribution etc.), make any shareholder decision, sell or transfer any or all of the equity interests of Gamease owned by himself/herself.

Such authorization and appointment are based upon the precondition that the fiduciary is acting as an employee of AmazGame or its affiliates. Once the fiduciary loses his/her title or position in AmazGame or its affiliates, or the board of AmazGame terminates such authorization and appointment in written notice, the authorization and appointment that granted by the company shall be immediately void. The company will designate/authorize the other individual nominated by the board of AmazGame in written resolutions to exercise all the above shareholder's due rights.

The term of this Power of Attorney has the same term as the Business Operation Agreement that entered by Gamease, AmazGame and other party in April 15, 2015. If the foregoing Business Operation Agreement is terminated early or extended in accordance with the terms of this agreement, this Power of Attorney shall terminate at the same time as the Business Operation Agreement, or extend at the same time with the same extension of maturity as the Business Operation Agreement. Within the term of this Power of Attorney, this Power of Attorney shall not be revised or terminated without the written consent of AmazGame.

Beijing Century High-Tech Investment Co., Ltd (Signature/Seal)

April 15, 2015

I, Charles Zhang, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sohu.com Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 7, 2015

/s/ Charles Zhang

Charles Zhang

Chief Executive Officer and Chairman of the  
Board of Directors

I, Carol Yu, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sohu.com Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 7, 2015

/s/ Carol Yu

Carol Yu

President and Chief Financial Officer

## SOHU.COM INC.

## CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Sohu.com Inc. (the "Company") on Form 10-Q for the period ended June 30, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Charles Zhang, Chief Executive Officer and Chairman of the Board of Directors of the Company, certify, pursuant to U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition of the Company as of June 30, 2015 and results of operations of the Company for the three months ended June 30, 2015.

/s/ Charles Zhang

Charles Zhang, Chief Executive Officer and  
Chairman of the Board of Directors

August 7, 2015

## SOHU.COM INC.

## CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Sohu.com Inc. (the "Company") on Form 10-Q for the period ended June 30, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Carol Yu, President and Chief Financial Officer of the Company, certify, pursuant to U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition of the Company as of June 30, 2015 and results of operations of the Company for the three months ended June 30, 2015.

/s/ Carol Yu

Carol Yu, President and Chief Financial Officer  
August 7, 2015