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

**FORM 6-K**

REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER  
THE SECURITIES EXCHANGE ACT OF 1934

For the month of January 2019  
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Commission File Number: 001-35147  
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**RENREN INC.**

5/F, North Wing  
18 Jiuxianqiao Middle Road  
Chaoyang District, Beijing 100016  
People's Republic of China  
+86 (10) 8448-1818

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): \_\_\_\_\_

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): \_\_\_\_\_

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**SIGNATURE**

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

**Renren Inc.**

/s/ Thomas Jintao Ren  
Name: Thomas Jintao Ren  
Title: Chief Financial Officer

Date: January 29, 2019

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## Exhibit Index

Exhibit 99.1—Press Release

Exhibit 99.2—Convertible Loan Agreement

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**Renren-Owned Kaixin Auto Group Enters into a Convertible Loan Agreement  
with Kunlun Tech Limited for \$23 million**

**BEIJING, China—January 29, 2019**—Renren Inc. (NYSE: RENN) (“Renren”) today announced that on January 28, 2019, Kaixin Auto Group (“Kaixin”), a leading premium used car dealership network in China owned by Renren, entered into a convertible loan agreement with Kunlun Tech Limited (“Kunlun”), a Hong Kong company owned by Beijing Kunlun Tech Co., Ltd. (Shenzhen Stock Exchange: 300418), pursuant to which Kunlun has agreed to fund, subject to customary closing conditions, a \$23 million convertible loan to Kaixin (the “Loan”), with interest payable at the rate stipulated by the People’s Bank of China. The first tranche of the Loan, in the amount of \$20 million, was funded on January 28, 2019, and the remaining \$3 million is to be funded on or before January 31, 2020.

As previously announced, on November 2, 2018, CM Seven Star Acquisition Corp. (“CM Seven Star”), a blank check company formed for the purpose of entering into a business combination with one or more businesses, entered into a definitive share exchange agreement with Kaixin and Renren to acquire 100% of the issued and outstanding shares of Kaixin in a transaction valued at approximately \$454 million. Upon completion of this proposed business combination, all amounts outstanding under the Loan will automatically be converted into CM Seven Star units at a conversion price of \$10 per unit. The amount payable under the second tranche of the Loan will, if funded after the completion of the proposed business combination, automatically convert into CM Seven Star units at a conversion price of \$10 per unit. CM Seven Star is also a party to the convertible loan agreement.

**About Renren Inc.**

Renren Inc. (NYSE: RENN) operates a social networking service (SNS) business, used car business and SaaS business. Renren’s American depositary shares, each of which represents fifteen Class A ordinary shares, trade on the NYSE under the symbol “RENN”.

**About Kaixin Auto Group**

Founded in 2015 as a venture into China’s used car financing market by its corporate parent Renren Inc., Kaixin Auto Group is a leading premium used car dealership in China. Supported by the rapid growth of China’s used car market and leveraging its own hybrid business model that offers both strong online and offline presence, Kaixin has transformed from a tech-enabled financing platform into a nationwide dealer network that combines self-owned and affiliated dealers as well as value added and after-sale services.

### **About Beijing Kunlun Tech Co. Ltd.**

Established in 2008 and leveraging its R&D and operational advantage, Beijing Kunlun Tech Co., Ltd. (Shenzhen Stock Exchange: 300418) is committed to becoming a world-leading social media and content platform. Beijing Kunlun consists of three major business units – a mobile game platform (GameArk), an entertainment social platform (Xianlai Entertainment) and a social media platform (Grindr) – and creates synergy through the group big data system.

### **About CM Seven Star Acquisition Corporation**

In October of 2017, CM Seven Star Acquisition Corporation, a Cayman Islands exempted limited liability company completed its initial public offering. Sponsored by Shareholder Value Fund, a Cayman fund controlled by its Board of Directors, which has selected CM Asset Management (Hongkong) Company Limited (“CMAM”) to serve as the investment manager for the fund. CMAM is a wholly owned subsidiary of China Minsheng Financial Holding Corporation Limited, a Hong Kong Stock Exchange listed Company. CM Seven Star was formed as a blank check company for the purpose of entering into a merger, share exchange, asset acquisition, share purchase, recapitalization, reorganization or similar business combination with one or more businesses or entities. CM Seven Star’s efforts to identify a prospective target business will not be limited to a particular industry or geographic location.

### **Safe Harbor Statement**

This announcement contains forward-looking statements. These statements are made under the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates” and similar statements. Renren may also make written or oral forward-looking statements in its filings with the U.S. Securities and Exchange Commission (the “SEC”), in its annual report to shareholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. Statements that are not historical facts, including statements about Renren’s beliefs and expectations, are forward-looking statements. Forward-looking statements involve inherent risks and uncertainties. Further information regarding these and other risks is included in our annual report on Form 20-F, the 6-K referred to above and other documents filed with the SEC. All information provided in this press release is as of the date of this press release, and Renren does not undertake any obligation to update any forward-looking statement, except as required under applicable law.

### **No Assurance**

There can be no assurance that the proposed transaction will be completed, nor can there be any assurance, if the proposed transaction is completed, that the potential benefits of such transaction will be realized. The description of the transaction contained herein is only a summary and is qualified in its entirety by reference to the definitive agreement(s) relating to that transaction, a copy of which is furnished by Renren with the SEC as an exhibit to a Current Report on Form 6-K.

## **No Offer or Solicitation**

This press release is for informational purposes only and shall not constitute an offer to sell or the solicitation of an offer to buy any securities pursuant to the proposed transaction or otherwise, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

## **Additional Information and Where to Find It**

In connection with the transaction between Kaixin Auto Group and CM Seven Star Acquisition Corporation, CM Seven Star Acquisition Corporation will file relevant materials with the Securities and Exchange Commission (the "SEC"), including a proxy statement on Schedule 14A. Promptly after filing its definitive proxy statement with the SEC, CM Seven Star Acquisition Corporation will mail the definitive proxy statement and a proxy card to each stockholder entitled to vote at the special meeting relating to the transaction. INVESTORS AND SECURITY HOLDERS OF CM SEVEN STAR ACQUISITION CORPORATION ARE URGED TO READ THESE MATERIALS (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE TRANSACTION THAT CM SEVEN STAR ACQUISITION CORPORATION WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT CM SEVEN STAR ACQUISITION CORPORATION, KAIXIN AUTO GROUP AND THE TRANSACTION. The preliminary proxy statement, the definitive proxy statement and other relevant materials in connection with the transaction (when they become available), and any other documents filed by CM Seven Star Acquisition Corporation with the SEC, may be obtained free of charge at the SEC's website ([www.sec.gov](http://www.sec.gov)) or by writing to CM Seven Star Acquisition Corporation Suite 1306, 13th Floor, AIA Central, 1 Connaught Road, Central, Hong Kong.

## **Participants in Solicitation**

CM Seven Star Acquisition Corporation, Kaixin Auto Group, Renren Inc., and their respective directors, executive officers and employees and other persons may be deemed to be participants in the solicitation of proxies from the holders of CM Seven Star Acquisition Corporation ordinary shares in respect of the proposed transaction. Information about CM Seven Star Acquisition Corporation's directors and executive officers and their ownership of CM Seven Star Acquisition Corporation's ordinary shares is set forth in CM Seven Star Acquisition Corporation's Annual Report on Form 10-K for the year ended December 31, 2017 filed with the SEC, as modified or supplemented by any Form 3 or Form 4 filed with the SEC since the date of such filing. Other information regarding the interests of the participants in the proxy solicitation will be included in the proxy statement pertaining to the proposed transaction when it becomes available. These documents can be obtained free of charge from the sources indicated above.

## **For more information, please contact:**

Investor Relations Department  
Renren Inc.  
Tel: (86 10) 8448 1818 ext. 1300  
Email: [ir@renren-inc.com](mailto:ir@renren-inc.com)

**THIS CONVERTIBLE LOAN AGREEMENT** (the “Agreement”) is made on January 28, 2019  
**BY AND BETWEEN:**

- (1) **Kaixin Auto Group** an exempted company organized under the law of the Cayman Islands (“**Kaixin**”);
- (2) **CM Seven Star Acquisition Corp.**, an exempted company organized under the law of the Cayman Islands (“**CM Seven Star**”); and
- (3) **Kunlun Tech Limited** a Hong Kong Limited Company (the “**Investor**”).

Kaixin, CM Seven Star and the Investor are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

**1. Definitions**

“**Aggregate Principal Amount**” means US\$23,000,000 (Twenty-Three Million United States Dollars).

“**Bank Account**” has the meaning ascribed to it in Clause 2 hereof.

“**Business Combination**” means the transactions contemplated under the Share Exchange Agreement, dated as of November 2, 2018, by and among CM Seven Star, Kaixin, and Renren Inc.

“**Business Day**” means any day other than a Saturday, Sunday or another day on which commercial banks in the PRC, Hong Kong or New York, New York are required or authorized by law or executive order to close.

“**CM Seven Star Share**” means an ordinary share, par value US\$0.0001 per share, of CM Seven Star.

“**First CM Seven Star Unit Amount**” means 2,000,000 CM Seven Star Units.

“**First Principal Amount**” means US\$20,000,000.

“**CM Seven Star Unit**” means one unit of CM Seven Star, comprised of one CM Seven Star Share, one half of one CM Seven Star Warrant and one right to receive one-tenth (1/10) of one CM Seven Star Ordinary Share upon the consummation of the Business Combination.

“**CM Seven Star Warrant**” means a redeemable warrant to purchase one CM Seven Star Share.

“**Convertible Loan**” has the meaning ascribed to it in Clause 3 hereof.

“**Event of Default**” has the meaning ascribed to it in Clause 3(d) hereof.

“**Governmental Entity**” means any court, administrative agency or commission or other governmental authority or instrumentality, whether federal, state, local or foreign, or any applicable industry self-regulatory organization.

“**PRC**” means the People’s Republic of China, for purposes of this Agreement only, not including Hong Kong, Macau and Taiwan.

“**Prospectus**” has the meaning ascribed to it in clause 9(h) hereof.

“**Second CM Seven Star Unit Amount**” means 300,000 CM Seven Star Units.

“**Second Principal Amount**” means US\$3,000,000.

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

“**Underwriters**” has the meaning ascribed to it in clause 9(h) hereof.

**2. Convertible Loan and Closing**

(a) On the terms and subject to the conditions set forth herein, the Investor will advance to Kaixin the First Principal Amount as of January 31, 2019, or such other date as agreed by the Parties in writing (the date on which the closing (the “**First Closing**”) with respect to the First Principal Amount actually occurs, the “**First Closing Date**”) and the Second Principal Amount as of January 31, 2020, or such other date as agreed by the Parties in writing (the date on which the closing (the “**Second Closing**,” and together with the First Closing, the “**Closings**”) with respect to the Second Principal Amount actually occurs, the “**Second Closing Date**,” together with the First Closing Date, each, a “**Closing Date**”), which together total the Aggregate Principal Amount.

(b) Subject to the satisfaction (or, where permissible, waiver) of the conditions to the closing set forth in Clause 2(c) each Closing shall take place at the offices of Simpson Thacher & Bartlett, located at 35/F ICBC Tower, 3 Garden Road, Central, Hong Kong, or such other location as agreed by the Parties in writing. At the First Closing, the Investor will grant the First Principal Amount to Kaixin pursuant to Clause 3, and the rights of Investor set forth in Clauses 3 and 4 with respect to the First CM Seven Star Unit Amount shall become effective. At the Second Closing, the Investor will grant the Second Principal Amount to Kaixin pursuant to Clause 3, and the rights of Investor set forth in Clauses 3 and 4 with respect to the Second CM Seven Star Unit Amount shall become effective. If the First Closing has not occurred by May 31, 2019, or such other date otherwise agreed by Kaixin and Investor (the “**Long Stop Date**”), the Parties shall have no obligations whatsoever under this Agreement, provided that the Long Stop Date may be extended to June 30, 2019 if mutually agreed by Kaixin and the Investor prior to May 31, 2019.

(c) Closing Conditions.

(i) The obligation of the Investor to consummate each Closing is subject to the fulfillment prior to or contemporaneously with such Closing of each of the following conditions:

(A) the representations and warranties of each of Kaixin and CM Seven Star set forth in this Agreement shall be true and correct in all material respects as of the date hereof and as of the applicable Closing Date (except to the extent such representations and warranties are made as of a specified date, in which case such representations and warranties shall be true and correct in all material respects as of such date);

(B) each of Kaixin and CM Seven Star shall have performed in all material respects all of its respective obligations required to be performed by it at or prior to or contemporaneously with such Closing under this Agreement;

(C) each of Kaixin's and CM Seven Star's boards of directors shall have approved this Agreement and the transactions contemplated hereunder; and

(D) no event, circumstance or change having occurred that, individually or in the aggregate with one or more other events, circumstances or changes, have had or reasonably could be expected to have a material adverse effect on CM Seven Star, Kaixin or their respective affiliates.

(ii) The obligation of Kaixin to consummate each Closing is subject to the fulfillment prior to or contemporaneously with such Closing of each of the following conditions:

(A) the representations and warranties of each of Investor and CM Seven Star set forth in this Agreement shall be true and correct in all material respects as of the date hereof and as of the applicable Closing Date (except to the extent such representations and warranties are made as of a specified date, in which case such representations and warranties shall be true and correct in all material respects as of such date);

(B) each of Investor and CM Seven Star shall have performed in all material respects all obligations required to be performed by it at or prior to or contemporaneously with such Closing under this Agreement;

(C) each of Kaixin's and CM Seven Star's boards of directors shall have approved this Agreement and the transactions contemplated hereunder; and

(D) no event, circumstance or change having occurred that, individually or in the aggregate with one or more other events, circumstances or changes, have had or reasonably could be expected to have a material adverse effect on CM Seven Star, Kaixin or their respective affiliates.

(iii) The obligation of CM Seven Star to consummate each Closing is subject to the fulfillment prior to such Closing of each of the following conditions:

(A) the representations and warranties of the Investor and Kaixin set forth in this Agreement shall be true and correct in all material respects as of the date hereof and as of such Closing Date (except to the extent such representations and warranties are made as of a specified date, in which case such representations and warranties shall be true and correct in all material respects as of such date);

(B) each of the Investor and Kaixin shall have performed in all material respects all obligations required to be performed by it at or prior to or contemporaneously with such Closing under this Agreement;

(C) each of Kaixin's and CM Seven Star's boards of directors shall have approved this Agreement and the transactions contemplated hereunder; and

(D) no event, circumstance or change having occurred that, individually or in the aggregate with one or more other events, circumstances or changes, have had or reasonably could be expected to have a material adverse effect on CM Seven Star, Kaixin or their respective affiliates.

### 3. **Convertible Loan**

(a) The Investor hereby agrees to lend to Kaixin the Aggregate Principal Amount (the "**Convertible Loan**") and on the applicable Closing Date will transfer the First Principal Amount and the Second Principal Amount, as applicable, to the following bank account of Kaixin (the "**Bank Account**"):

Beneficiary Name: Kaixin Auto Group  
Beneficiary Account number: 8003098327  
Bank Routing Number (domestic wires): 322070381  
Bank Swift Code (international wires): EWBKUS66XXX  
Bank Name: East West Bank  
Bank Address: 135 N. Los Robles Ave, Suite 600, Pasadena, CA 91101

Kaixin shall issue to the Investor a signed acknowledgment of receipt of the relevant amount within five (5) Business Days of the applicable Closing Date.

(b) The term of any portion of the Convertible Loan shall be from the applicable Closing Date to the earlier of (i) in the event that the Business Combination has not been consummated prior thereto, May 31, 2019 or (ii) the termination of the Business Combination (the "**Maturity Date**"). Upon the Maturity Date, Kaixin shall immediately repay the entire outstanding Principal Amount of the Convertible Loan plus any unpaid Interest (if any) accrued. The term of the Convertible Loan may be extended by the Investor by delivering a written notice to Kaixin before the Maturity Date (such date, the "**Extended Maturity Date**") and shall be automatically extended to one business day following any extended Long Stop Date pursuant to Clause 2 hereof. For the avoidance of doubt, no amounts shall be payable by Kaixin in respect of any part of the Aggregate Principal Amount that has not been paid by Investor to Kaixin prior to the Maturity Date or Extended Maturity Date, as applicable. Further, in the event that the Maturity Date occurs before the Second Principal Amount is transferred to Kaixin, Investor shall be under no obligation to transfer such amount to Kaixin, and Kaixin shall be under no obligation to pay Interest, default interest, the Second CM Seven Star Unit Amount nor any other consideration in respect thereof.

The Convertible Loan shall bear an annual interest rate on the applicable portion of the Aggregate Principal Amount outstanding in accordance with the loan interest rate stipulated by the People's Bank of China for the corresponding period accruing from applicable Closing Date (the "**Interest**"); provided that, in the event the conversion is consummated before the Maturity Date or the Extended Maturity Date, as the case may be, any accrued interest will be waived and will not be payable.

In the event that Kaixin fails to repay outstanding amounts under the Convertible Loan on the Maturity Date or the Extended Maturity Date, as applicable, the applicable portion of the Aggregate Principal Amount outstanding under the Convertible Loan shall bear default interest, in addition to the Interest, calculated after the Maturity Date or the Extended Maturity Date, at the simple interest rate of twenty percent (20%) per annum on any outstanding amounts, up to the date the Principal Amount of the Convertible Loan and all accrued but unpaid Interest are fully repaid.

(c) Subject to sub-paragraph (d) below and excluding the conversion of the Convertible Loan (or any portion thereof) into CM Seven Star Units pursuant to Clause 4 hereof, Kaixin shall not prepay any part of the Convertible Loan without the prior written consent of the Investor.

(d) If any one or more of the events of default set out in Schedule A hereto (each of them, an "**Event of Default**") shall occur before either of the Maturity Date or the conversion of the First Principal Amount pursuant to Clause 4 hereof, the Investor may, by written notice to Kaixin:

(i) declare any outstanding portion of the Aggregate Principal Amount and any Interest to be immediately due and payable without further demand, notice or other legal formality of any kind; and/or

(ii) take such action as the Investor reasonably deems appropriate to enforce the Investor's rights, powers and remedies under this Agreement.

Each of the other parties hereto hereby agrees that CM Seven Star shall have no obligation to repay any amount due under the Convertible Loan, except pursuant to Section 4(a) hereof. For the avoidance of doubt, the Investor may only look to Kaixin for repayment of the Convertible Loan, except as specified in Section 4 of this Agreement.

#### 4. Conversion

Each of the Parties agrees that, in the absence of any Event of Default (or following the waiver of any Event of Default by Investor) and prior to the Maturity Date, the First Principal Amount will automatically convert upon the consummation of Business Combination into the First CM Seven Star Unit Amount. Within five (5) Business Days of such consummation, CM Seven Star shall issue to the Investor the First CM Seven Star Unit Amount, as adjusted for any share split, share dividend, share combination or consolidation, recapitalization, reclassification or other similar event in relation to the share capital of CM Seven Star.

Each of the Parties agrees that, in the absence of any Event of Default (or following the waiver of any Event of Default by Investor), if the Second Principal Amount is funded to Kaixin following the completion of the Business Combination, the Second Principal Amount will automatically convert into the Second CM Seven Star Unit Amount. Within five (5) Business Days of the deposit of the Second Principal Amount with Kaixin, CM Seven Star shall issue to the Investor the Second CM Seven Star Unit Amount, as adjusted for any share split, share dividend, share combination or consolidation, recapitalization, reclassification or other similar event in relation to the share capital of CM Seven Star.

For the avoidance of doubt, after any conversion pursuant to this Clause 4, all right and title to the amount deposited with Kaixin under the Convertible Loan shall become that of Kaixin as consideration for the CM Seven Star Units.

Upon the completion of the Business Combination, CM Seven Star shall enter into a customary Registration Rights Agreement (the “**Registration Rights Agreement**”) with the Investor, pursuant to which CM Seven Star will grant to Investor the right, subject to the terms and conditions of such Registration Rights Agreement, to cause CM Seven Star to prepare and file with the Commission a registration statement with respect to the CM Seven Star Shares underlying the CM Seven Star Units and use its reasonable best efforts to cause such registration statement to become effective. CM Seven Star further confirms that, in connection with a demand registration pursuant to such Registration Rights Agreement, all reasonable fees, costs and expenses of and incidental to such registration, inclusion and public offering in connection therewith shall be borne by CM Seven Star, other than the applicable underwriting discounts and commissions and transfer taxes.

#### 5. Covenants

(a) Approvals and other actions.

(i) Following the date of this Agreement and prior to the First Closing Date, Kaixin will use commercially reasonable efforts to obtain, with respect to this Agreement and the transactions contemplated hereby, the approval of its board of directors (if such approval has not already been obtained prior to the date of this Agreement).

(ii) Following the date of this Agreement and prior to the First Closing Date, CM Seven Star agrees will use commercially reasonable efforts to obtain, with respect to this Agreement and the transactions contemplated hereby, the approval of its board of directors (if such approval has not already been obtained prior to the date of this Agreement).

(iii) Each Party agrees, upon reasonable request from another Party, to furnish the other Party with all information concerning itself, its subsidiaries, affiliates, directors, officers, partners, and shareholders and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice, or application made by or on behalf of such other Party or any of its subsidiaries to any Governmental Entity in connection with this Agreement. Notwithstanding anything herein to the contrary, none of the Parties shall be required to furnish the other Party with any (1) sensitive personal biographical or personal financial information of any of the directors, officers, employees, managers or partners of the Investor or any of its affiliates, (2) proprietary and non-public information related to the organizational terms of, or investors in, it or its affiliates, or (3) any information that it reasonably deems private or confidential, in each case, unless required for the use by another party for compliance with applicable laws or regulations.

(b) Covenants of Kaixin

(i) Kaixin shall as soon as reasonably practicable notify the Investor of the occurrence of any change, cancellation, suspension or termination of Business Combination;

(ii) Kaixin shall as soon as reasonably practicable notify the Investor of the occurrence of any material litigation, arbitration or administrative proceedings relating to the equity interest, assets, or business of Kaixin;

(iii) Kaixin shall abide by the provisions of this Agreement and not unreasonably undertake any action/omission that would reasonably be expected to adversely affect the effectiveness and enforceability of this Agreement;

(iv) Kaixin shall not, prior to the completion of the Business Combination, without the prior written consent of the Investor, enter into any merger or consolidation of Kaixin or its subsidiaries with any person, or its acquisition of or investment in any person, other than, for the avoidance of doubt, the Business Combination; and

(v) in the event that any governmental registration, filing, approval, consent, or order is necessary for the Investor to be qualified or authorized to acquire the CM Seven Star Units, Kaixin hereby undertakes, to take all commercially reasonable actions to assist the Investor in obtaining such governmental registration, filing, approval, consent, or order in a timely manner.

(c) Each Party to this Agreement will hold, and will cause its respective subsidiaries and their directors, officers, employees, agents, consultants, and advisors to hold, in strict confidence, unless disclosure to any Governmental Entity is necessary in connection with any necessary regulatory approval or unless compelled to disclose by judicial or administrative process or, in the written opinion of its counsel, by other requirement of law or the applicable requirements of any Governmental Entity, all nonpublic records, books, contracts, instruments, computer data and other data and information (collectively, "**Information**") concerning the other Parties hereto furnished to it by such other Party/Parties or their representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) previously known by such Party on a non-confidential basis, (2) in the public domain through no fault of such Party, or (3) later lawfully acquired from other sources by the Party to which it was furnished), and no Party hereto shall release or disclose such Information to any other person, except its auditors, attorneys, financial advisors, other consultants, and advisors. If a Party is required to disclose any Information to a Governmental Entity in accordance with this Clause 5(b), the disclosing Party shall notify the other Parties prior to making any such disclosure by providing the other Party with the text of the disclosure requirement and draft disclosure at least 24 hours prior to making any such disclosure, and will narrow the draft disclosure to the extent the other Party reasonably requests.

**6. Kaixin Representations**

Kaixin hereby represents and warrants to the Investor that the following representations and warranties are true and correct as of the date of this Agreement and as of each Closing Date:

(a) Kaixin is a company duly organized, validly existing and in good standing under the laws of the Cayman Islands, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by Kaixin of this Agreement is within the power of Kaixin and, other than with respect to the actions to be taken if and when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of Kaixin. This Agreement constitutes a legal, valid and binding obligation of Kaixin, enforceable against Kaixin in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of Kaixin, it is not in violation of (i) its current memorandum and articles of association, (ii) any material statute, rule or regulation applicable to Kaixin or (iii) any material indenture or contract to which Kaixin is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on Kaixin. The only corporate, governmental or other approvals required for the entry by Kaixin into this Agreement and the consummation by Kaixin of the transactions contemplated hereby are the approval of Kaixin's board of directors.

(c) The performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to Kaixin; (ii) result in the acceleration of any material indenture or contract to which Kaixin is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of Kaixin or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to Kaixin, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Agreement by Kaixin, other than: (i) Kaixin's corporate approvals; and (ii) any qualifications or filings under applicable securities laws, if any.

(e) There is no action or proceeding pending or threatened against Kaixin and its subsidiaries before any court or administrative agency which is likely to result in any material adverse change in the financial condition of Kaixin or the business or financial condition of any of the Kaixin's subsidiaries.

**7. CM Seven Star Representations**

CM Seven Star hereby represents and warrants to the Investor that the following representations and warranties are true and correct as of the date of this Agreement and as of each Closing Date:

(a) CM Seven Star is a company duly organized, validly existing and in good standing under the laws of the Cayman Islands, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by CM Seven Star of this Agreement is within the power of CM Seven Star and, other than with respect to the actions to be taken if and when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of CM Seven Star other than obtaining the approval of CM Seven Star's Board of Directors. This Agreement constitutes a legal, valid and binding obligation of CM Seven Star, enforceable against CM Seven Star in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of CM Seven Star, it is not in violation of (i) its current memorandum and articles of association, (ii) any material statute, rule or regulation applicable to CM Seven Star or (iii) any material indenture or contract to which CM Seven Star is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on CM Seven Star. The only corporate, governmental or other approvals required for the entry by CM Seven Star into this Agreement and the consummation by CM Seven Star of the transactions contemplated hereby are the approval of CM Seven Star's board of directors.

(c) The performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to CM Seven Star; (ii) result in the acceleration of any material indenture or contract to which CM Seven Star is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of CM Seven Star or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to Kaixin, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Agreement by CM Seven Star, other than: (i) CM Seven Star's corporate approvals; (ii) any qualifications or filings under applicable securities laws, if any; and (iii) necessary corporate approvals for the authorization of CM Seven Star Units issuable pursuant to Clause 4 hereof.

(e) There is no action or proceeding pending or threatened against CM Seven Star and its subsidiaries before any court or administrative agency which is likely to result in any material adverse change in the financial condition of Kaixin or the business or financial condition of any of the Kaixin's subsidiaries.

**8. Investor Representations**

The Investor hereby represents and warrants to each of Kaixin and CM Seven Star that the following representations and warranties are true and correct as of the date of this Agreement and as of each Closing Date:

(a) The Investor is a corporation duly organized, validly existing and in good standing under the laws of the Hong Kong Special Administrative Region of the People's Republic of China, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The Investor has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. The only corporate, governmental or other approvals required for the entry by the Investor into this Agreement and the consummation by Investor of the transactions contemplated hereby are the internal approval of the Investor.

(c) The Investor is:

(i) an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this Agreement and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The securities which may be acquired by the Investor hereunder are for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, and is able to bear the economic risk of such investment for an indefinite period of time; and/or

(ii) not a "U.S. Person" and is acquiring the securities in an "offshore transaction" (each as defined in Rule 902 of Regulation S). The Investor is not acquiring the Subscription Securities as a result of any directed selling efforts (within the meaning of Regulation S under the Securities Act) for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered in reliance on Regulation S.

(d) The Investor believes it has received all the information it considers necessary or appropriate for deciding whether to enter into this Agreement. The Investor further represents that it has had an opportunity to ask questions and receive answers from the each of Kaixin and CM Seven Star regarding this Agreement and the transactions contemplated hereunder as well as the business, properties, prospects and financial condition of each of Kaixin and CM Seven Star. The foregoing, however, does not limit or modify the representations and warranties of Kaixin and CM Seven Star in Clauses 6 and 7 of this Agreement.

(e) Investor understands that the CM Seven Star Shares that may become issuable pursuant to this Agreement have not been and will not be registered under the Securities Act, by reason of their issuance and allotment in a transaction exempt from the registration requirements of the Securities Act, and that such CM Seven Star Shares, if issued to Investor, will be required to continue to be held by Investor unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration and in each case in accordance with any applicable securities laws of any state of the United States.

**9. Miscellaneous**

(a) This Agreement will expire and terminate (without relieving Kaixin, CM Seven Star or the Investor of any obligations arising from a prior breach of or non-compliance with this Agreement) upon the issuance of the entirety of the First CM Seven Star Unit Amount and the Second CM Seven Star Unit Amount, to the Investor pursuant to Clause 4 hereof.

(b) Each of CM Seven Star, Kaixin and Investor Agrees, that the event of any material breach or violation of any covenant or agreement contained herein (a "Breach"), by it, it will respectively severally indemnify the other parties hereto and its respective affiliates, limited partners, members, stockholders, employees, agents, representatives, assignees and transferees (each, an "Indemnitee") for any and all losses, liabilities, damages, liens, claims, obligations, penalties, settlements, deficiencies, costs and expenses, including without limitation reasonable advisor's fees and other reasonable expenses of investigation, defense and resolution of any Breach paid, suffered, sustained or incurred by the Indemnitees resulting from, or arising out of, or due to, directly or indirectly, any Breach. The parties agree that their respective obligations under this clause 9(b) will be several and in the event of a loss resulting from the Breach of more than one party, each party's indemnification obligations hereunder shall be limited to the percentage of its respective fault.

(c) Any provision of this Agreement may be amended, waived or modified only upon the written consent of each of the Parties.

(d) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by email and thereafter delivered personally or mailed by internationally recognized overnight courier, postage prepaid, return receipt requested, to the following addresses set forth below or such other address as Kaixin, CM Seven Star and the Investor shall provide to each other Parties in writing:

Kaixin:

**Kaixin Auto Group**

5/F, North Wing, 18 Jiuxianqiao Middle Road, Chaoyang District,  
Beijing 100016, People's Republic of China, attention: Thomas Jintao Ren, jintao.ren@renren-inc.com

CM Seven Star:

**CM Seven Star Acquisition Corporation**

Suite 1306, 13/F, AIA Central, 1 Connaught Road, Central, Hong Kong  
Attention: Sing Wang, Anthony Ho and Adrian Cheung  
Tel: +852 3796 2750

The Investor:

**Kunlun Tech Limited**

Room 1903, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong  
Attention: Xiaoling Qian  
Tel: +86 18701691083

(e) The Investor is not entitled, solely by virtue of entry into this agreement, to vote or receive dividends or be deemed the holder of CM Seven Star Units for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a shareholder of CM Seven Star or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until shares have been issued upon the terms described herein.

(f) Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by any Party without the prior written consent of each of the others.

(g) In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(h) All rights and obligations hereunder will be governed by the laws of the State of New York, without regard to the conflicts of law provisions of such jurisdiction.

(i) Waiver. Reference is made to CM Seven Star's final prospectus, dated October 25, 2017 (the "**Prospectus**").

The other parties hereto have read the Prospectus and understand that CM Seven Star has established the trust account described in the Prospectus, initially in an amount of \$180.0 million for the benefit of the public stockholders and the underwriters of CM Seven Star's initial public offering (the "**Underwriters**") and that, except for certain exceptions described in the Prospectus, CM Seven Star may disburse monies from the trust account only: (i) to the public stockholders in the event of the conversion of their shares or the liquidation of CM Seven Star; or (ii) to CM Seven Star and the Underwriters after consummation of a business combination, as described in the Prospectus.

For and in consideration of CM Seven Star agreeing to enter into this Agreement, each of the other parties hereto hereby agrees that it does not have any right, title, interest or claim of any kind in or to any monies in the trust account (the “**Claim**”) and hereby waives any Claim it may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with CM Seven Star and will not seek recourse against the trust account for any reason whatsoever.

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned have caused this Convertible Loan Agreement to be duly executed and delivered.

**KAIXIN AUTO GROUP**

By: /s/ Joseph Chen  
Name: Joseph Chen  
Title: Chairman

CM SEVEN STAR ACQUISITION CORPORATION

By: /s/ Sing Wang  
Name: Sing Wang  
Title: Director

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**KUNLUN TECH LIMITED**

By: /s/ Liwei Wang  
Name: Liwei Wang  
Title: Director

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**SCHEDULE A**

**EVENTS OF DEFAULT**

Each of the following events shall be an Event of Default:

- (a) Kaixin fails to pay any sum payable under this Agreement when due or otherwise in accordance with the provisions hereof;
- (b) CM Seven Star fails to issue and allot any portion of the First CM Seven Star Unit Amount and the Second CM Seven Star Unit Amount, respectively, under this Agreement when due or otherwise in accordance with the provisions hereof;
- (c) Kaixin or CM Seven Star fails to perform or observe or comply with any of its obligations or covenants under this Agreement in any material respect such that there is a material adverse impact on its ability to perform its obligations under this Agreement;
- (d) any representation or warranty made or deemed to be made by Kaixin in this Agreement proves to have been incorrect or misleading in any material respect;
- (e) Kaixin is in default under any material indebtedness and such default is not remedied within fifteen (15) Business Days from the day such default occurred such that there is a material adverse impact on Kaixin's ability to perform its obligations under this Agreement;
- (f) a creditor takes possession of all or substantially all of the assets of Kaixin, as the case may be, or any execution or other legal process is enforced against all or substantially all of the assets of Kaixin and such possession or enforcement is not discharged within fifteen (15) Business Days;
- (g) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, reorganization, reconstruction, dissolution or bankruptcy of Kaixin or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of Kaixin which is not stayed or discharged within fifteen (15) Business Days;
- (h) any litigation, arbitration or administrative proceeding is commenced or threatened against any of Kaixin or its subsidiaries such that there is a material adverse impact on the ability of Kaixin to perform its obligations under this Agreement;
- (i) Kaixin stops or suspends payment to its creditors generally or is unable to or admit its inability to pay their debts as they fall due or are declared or become bankrupt or insolvent; or
- (j) Kaixin transfers or distributes as a dividend any of the proceeds of the Convertible Loan to any third party without the prior written consent of the Investor.