

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

SCHEDULE 13D  
Under the Securities Exchange Act of 1934  
(Amendment No. 3)\*†

**Fang Holdings Limited**  
(Name of Issuer)

**Class A ordinary shares, par value HK\$1.00 per share**  
(Title of Class of Securities)

**836034108\*\***  
(CUSIP Number)

**Howard Zhang**  
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**+86 10 8567 5002**

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

**December 2, 2019**  
(Date of Event which Requires Filing of this Statement)

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

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

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

\*\*This CUSIP number applies to the American Depositary Shares, evidenced by American Depositary Receipts, five American Depositary Shares representing one Class A Ordinary Share. No CUSIP has been assigned to the Class A Ordinary Shares.

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

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1.	NAME OF REPORTING PERSON IDG Alternative Global Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO, BK	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of holding 100% of the equity interest of the Reporting Person, IDG Maximum Financial Limited may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of holding 100% of the voting shares of IDG Maximum Financial Limited, Blinkmax Limited may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the person controlling Blinkmax Limited, Dongliang Lin may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG Maximum Financial Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) The record owner of these shares is IDG Alternative Global Limited. By virtue of holding 100% of the equity interest of IDG Alternative Global Limited, the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of holding 100% of the voting shares of the Reporting Person, Blinkmax Limited may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the person controlling Blinkmax Limited, Dongliang Lin may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON Blinkmax Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	SOLE VOTING POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) The record owner of these shares is IDG Alternative Global Limited. By virtue of holding 100% of the voting shares of IDG Maximum Financial Limited, which holds 100% of the equity interest of IDG Alternative Global Limited, the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the person controlling the Reporting Person, Dongliang Lin may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG-ACCEL CHINA CAPITAL L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 2,116,061 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 6,418,216 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 2,116,061 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED VOTING POWER 6,418,216 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of being the general partner of the Reporting Person and the persons controlling such general partner, IDG-Accel China Capital Associates L.P., IDG-Accel China Capital GP Associates Ltd., Chi Sing Ho and Quan Zhou acting together may also be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG-ACCEL CHINA CAPITAL INVESTORS L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	SOLE VOTING POWER 97,699 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 8,436,578 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 97,699 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED VOTING POWER 8,436,578 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of being the general partner of the Reporting Person and the persons controlling such general partner, IDG-Accel China Capital GP Associates Ltd., Chi Sing Ho and Quan Zhou acting together may also be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG-ACCEL CHINA CAPITAL ASSOCIATES L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 2,116,061 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 6,418,216 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 2,116,061 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED VOTING POWER 6,418,216 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) The record owner of these shares is IDG-Accel China Capital L.P. By virtue of being the general partner of IDG-Accel China Capital L.P., the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG-ACCEL CHINA CAPITAL GP ASSOCIATES LTD.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	Sole Voting Power 2,213,760 Class A Ordinary Shares <sup>(1)</sup>
	8.	Shared Voting Power 6,320,517 Class A Ordinary Shares <sup>(2)</sup>
	9.	Sole Dispositive Power 2,213,760 Class A Ordinary Shares <sup>(1)</sup>
	10.	Shared Dispositive Power 6,320,517 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) IDG-Accel China Capital L.P. and IDG-Accel China Capital Investors L.P. are the record owners of these shares. By virtue of being the general partner of both IDG-Accel China Capital Investors L.P. and IDG-Accel China Capital Associates L.P., which is the general partner of IDG-Accel China Capital L.P., the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON CHUANG XI CAPITAL HOLDINGS LIMITED	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	Sole Voting Power 477,880 Class A Ordinary Shares <sup>(1)</sup>
	8.	Shared Voting Power 8,056,397 Class A Ordinary Shares <sup>(2)</sup>
	9.	Sole Dispositive Power 477,880 Class A Ordinary Shares <sup>(1)</sup>
	10.	Shared Dispositive Power 8,056,397 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of being the person controlling the Reporting Person, Chi Sing Ho may also be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG China Capital Fund III L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 4,105,075 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 4,429,202 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 4,105,075 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 4,429,202 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) The record owners of these shares are IDG Ultimate Global Limited and Clever Sight Limited. By virtue of holding 88.4% of the equity interest of IDG Ultimate Global Limited and 88.4% of the equity interest of Clever Sight Limited, the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person holds 16.79% of the class B ordinary shares of IDG Maximum Financial Limited, which holds 100% of the equity interest of IDG Alternative Global Limited. The Reporting Person also holds 50% of the equity interest of Quartz Fortune Limited. In addition, the Reporting Person shares the same ultimate controlling person with IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited and Velda Power Limited. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG China Capital III Investors L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(2)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person holds 2.2% of the class B ordinary shares of IDG Maximum Financial Limited, which holds 100% of the equity interest of IDG Alternative Global Limited. The Reporting Person also holds 50% of the equity interest of Quartz Fortune Limited, 11.6% of the equity interest of IDG Ultimate Global Limited and 11.6% of the equity interest of Clever Sight Limited. In addition, the Reporting Person shares the same ultimate controlling person with IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited and Velda Power Limited. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG China Media Fund II L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(2)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) PN	

(1) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person holds 5.18% of the class B ordinary shares of IDG Maximum Financial Limited, which holds 100% of the equity interest of IDG Alternative Global Limited. In addition, the Reporting Person shares the same ultimate controlling person with IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited and Velda Power Limited. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG China Capital Fund III Associates L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 5,151,648 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 3,382,629 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 5,151,648 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 3,382,629 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Quartz Fortune Limited, IDG Ultimate Global Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person is the general partner of IDG China Capital Fund III L.P. and IDG China Capital III Investors L.P., which collectively hold all equity interest of Quartz Fortune Limited, IDG Ultimate Global Limited and Clever Sight Limited. By virtue of this affiliation, the Reporting Person, as well as its general partner, IDG China Capital Fund GP III Associates Ltd., may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited and Velda Power Limited are the record owners of these shares. The Reporting Person is the general partner of IDG China Capital Fund III L.P. and IDG China Capital III Investors L.P., which hold 16.79% and 2.2 % of the class B ordinary shares of IDG Maximum Financial Limited, respectively. IDG Maximum Financial Limited holds 100% of the equity interest of IDG Alternative Global Limited. In addition, the Reporting Person shares the same ultimate controlling person with IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited and Velda Power Limited. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG China Capital Fund GP III Associates Ltd.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	SOLE VOTING POWER 5,151,648 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 3,382,629 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 5,151,648 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 3,382,629 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Quartz Fortune Limited, IDG Ultimate Global Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person is the general partner of IDG China Capital Fund III Associates L.P., which is the general partner of IDG China Capital Fund III L.P. and IDG China Capital III Investors L.P., which collectively hold all equity interest of Quartz Fortune Limited, IDG Ultimate Global Limited and Clever Sight Limited. By virtue of this affiliation, the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited and Velda Power Limited are the record owners of these shares. The Reporting Person is the general partner of IDG China Capital Fund III Associates L.P., which is the general partner of IDG China Capital Fund III L.P. and IDG China Capital III Investors L.P., which hold 16.79% and 2.2 % of the class B ordinary shares of IDG Maximum Financial Limited, respectively. IDG Maximum Financial Limited holds 100% of the equity interest of IDG Alternative Global Limited. In addition, the Reporting Person shares the same ultimate controlling person with IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited and Velda Power Limited. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG China Media Fund II Associates L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(2)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person is the general partner of IDG China Media Fund II L.P., which holds 5.18% of the class B ordinary shares of IDG Maximum Financial Limited, which in turn holds 100% of the equity interest of IDG Alternative Global Limited. In addition, the Reporting Person shares the same ultimate controlling person with IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG China Media Fund GP Associates Ltd.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(2)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person is the general partner of IDG China Media Fund II Associates L.P., which is the general partner of IDG China Media Fund II L.P. IDG China Media Fund II L.P. holds 5.18% of the class B ordinary shares of IDG Maximum Financial Limited, which holds 100% of the equity interest of IDG Alternative Global Limited. In addition, the Reporting Person shares the same ultimate controlling person with IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON QUAN ZHOU	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	Sole Voting Power 0
	8.	Shared Voting Power 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 8,534,277 Class A Ordinary Shares <sup>(1)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(2)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. IDG-Accel China Capital L.P. and IDG-Accel China Capital Investors L.P. have the same ultimate general partner, IDG-Accel China Capital GP Associates Ltd., of which the Reporting Person and Chi Sing Ho are directors. By virtue of acting together to direct the management and operations of IDG-Accel China Capital GP Associates Ltd., the Reporting Person and Chi Sing Ho may be deemed to have shared voting and dispositive power with respect to all these shares.

(2) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON CHI SING HO	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	Sole Voting Power 210,989 Class A Ordinary Shares <sup>(1)</sup>
	8.	Shared Voting Power 8,323,288 Class A Ordinary Shares <sup>(2)</sup>
	9.	Sole Dispositive Power 210,989 Class A Ordinary Shares <sup>(1)</sup>
	10.	Shared Dispositive Power 8,323,288 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Velda Power Limited is the record owner of these shares. The Reporting Person is the sole shareholder of Velda Power Limited and therefore may be deemed to have sole voting and dispositive power with respect to all these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited and Clever Sight Limited are the record owners of these shares. IDG-Accel China Capital L.P. and IDG-Accel China Capital Investors L.P. have the same ultimate general partner, IDG-Accel China Capital GP Associates Ltd., of which the Reporting Person and Quan Zhou are directors. The Reporting Person is also a director of IDG Alternative Global Limited, Chuang Xi Capital Holdings Limited and Clever Sight Limited. By virtue of acting together with Quan Zhou to direct the management and operations of IDG-Accel China Capital GP Associates Ltd., the Reporting Person may be deemed to have shared voting and dispositive power with respect to all these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON DONGLIANG LIN	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 480,000 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) The record owner of these shares is IDG Alternative Global Limited. By virtue of being the person controlling Blinkmax Limited, the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares. Blinkmax Limited holds 100% of the voting shares of IDG Maximum Financial Limited, which holds 100% of the equity interest of IDG Alternative Global Limited.

(2) IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The ultimate controlling person of these entities, Chi Sing Ho, is a director of IDG Maximum Financial Limited. By virtue of this affiliation, the Reporting Person may be deemed to share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON Quartz Fortune Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	SOLE VOTING POWER 1,046,573 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 7,487,704 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 1,046,573 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 7,487,704 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of being the general partner of IDG China Capital Fund III L.P. and IDG China Capital III Investors, each holding 50% of the equity interest of the Reporting Person, IDG China Capital Fund III Associates L.P., along with its general partner, IDG China Capital Fund GP III Associates Ltd., may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, IDG Ultimate Global Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON IDG Ultimate Global Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 697,715 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 7,836,562 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 697,715 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 7,836,562 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of holding 88.4% of the equity interest of the Reporting Person, IDG China Capital Fund III L.P. may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the general partner of IDG China Capital Fund III L.P., IDG China Capital Fund III Associates L.P., along with its general partner, IDG China Capital Fund GP III Associates Ltd., may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, Velda Power Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON Velda Power Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 210,989 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 8,323,288 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 210,989 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 8,323,288 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of holding 100% of the equity interest of the Reporting Person, Chi Sing Ho may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited and Clever Sight Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

1.	NAME OF REPORTING PERSON Clever Sight Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 3,407,360 Class A Ordinary Shares <sup>(1)</sup>
	8.	SHARED VOTING POWER 5,126,917 Class A Ordinary Shares <sup>(2)</sup>
	9.	SOLE DISPOSITIVE POWER 3,407,360 Class A Ordinary Shares <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER 5,126,917 Class A Ordinary Shares <sup>(2)</sup>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,534,277 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% <sup>(3)</sup>	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) By virtue of being the general partner of IDG China Capital Fund III L.P. and IDG China Capital III Investors, which collectively hold all equity interest of the Reporting Person, IDG China Capital Fund III Associates L.P., along with its general partner, IDG China Capital Fund GP III Associates Ltd., may be deemed to have sole voting and dispositive power with respect to these shares.

(2) IDG Alternative Global Limited, IDG-Accel China Capital L.P., IDG-Accel China Capital Investors L.P., Chuang Xi Capital Holdings Limited, Quartz Fortune Limited, IDG Ultimate Global Limited and Velda Power Limited are the record owners of these shares. The Reporting Person and these entities have the same ultimate controlling person or director. By virtue of this affiliation, the Reporting Person may be deemed to be under common control with these entities and thus share voting and dispositive power with respect to these shares.

(3) Percentage calculated based on 65,062,992 Class A Ordinary Shares outstanding as of June 30, 2019 as disclosed by the Issuer in its Form 6-K filed on September 3, 2019 and an additional 1,955,277 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

## Introductory Note

This Amendment No. 3 (“Amendment No.3”) amends the statement on Schedule 13D filed with the Securities and Exchange Commission (“SEC”) on November 17, 2015, as amended by Amendment No. 1 to Schedule 13D filed by the SEC on November 1, 2018, and further amended by Amendment No. 2 to Schedule 13D filed by the SEC on December 8, 2018 (the “Original Schedule 13D”). Except as amended and supplemented herein, the information set forth in the Original Schedule 13D remains unchanged. Capitalized terms used but not defined in this Schedule 13D have the respective meanings set forth in the Original Schedule 13D.

## Item 2. Identity and Background

Item 2 of the Original Schedule 13D is hereby amended by replacing the fourth paragraph from the end:

As of the date hereof, IDG Alternative is owned as to 100% by IDG Maximum. IDG Maximum is affiliated with IDG-Accel China Capital GP Associates Ltd. and IDG China Capital Fund GP III Associates Ltd.

## Item 5. Interest in Securities of the Issuer

Item 5(a) of the Original Schedule 13D is hereby amended and restated in its entirety to read as follows:

The information set forth in the cover pages of this Schedule 13D, Items 1, 2, 4 of the Original Schedule 13D and Item 3 of this Schedule 13D are incorporated herein by reference.

(a) As of the date hereof, IDG Alternative directly beneficially owns 480,000 Class A Ordinary Shares, representing 0.7% of the Issuer’s issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Alternative may be deemed to share beneficial ownership of 8,054,277 Class A Ordinary Shares, representing 12.0% of the Issuer’s issued and outstanding Class A Ordinary Shares.

IDG Maximum may be deemed to beneficially own 480,000 Class A Ordinary Shares owned by IDG Alternative, representing 0.7% of the Issuer’s issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Maximum may be deemed to share beneficial ownership of 8,054,277 Class A Ordinary Shares, representing 12.0% of the Issuer’s issued and outstanding Class A Ordinary Shares.

Blinkmax may be deemed to beneficially own 480,000 Class A Ordinary Shares owned by IDG Alternative, representing 0.7% of the Issuer’s issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, Blinkmax may be deemed to share beneficial ownership of 8,054,277 Class A Ordinary Shares, representing 12.0% of the Issuer’s issued and outstanding Class A Ordinary Shares.

IDG Capital directly beneficially owns 2,116,061 Class A Ordinary Shares, representing 3.2% of the issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Capital may be deemed to share beneficial ownership of 6,418,216 Class A Ordinary Shares, representing 9.6% of the Issuer’s issued and outstanding Class A Ordinary Shares.

IDG Investors directly beneficially owns 97,699 Class A Ordinary Shares, representing 0.1% of the issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Investors may be deemed to share beneficial ownership of 8,436,578 Class A Ordinary Shares, representing 12.6% of the Issuer’s issued and outstanding Class A Ordinary Shares.

IDG Capital Associates may be deemed to beneficially own 2,116,061 Class A Ordinary Shares, representing 3.2% of the issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Capital Associates may be deemed to share beneficial ownership of 6,418,216 Class A Ordinary Shares, representing 9.6% of the Issuer’s issued and outstanding Class A Ordinary Shares.

IDG GP may be deemed to beneficially own 2,213,760 Class A Ordinary Shares, representing 3.3% of the issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG GP may be deemed to share beneficial ownership of 6,320,517 Class A Ordinary Shares, representing 9.4% of the Issuer’s issued and outstanding Class A Ordinary Shares.

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Chuang Xi directly beneficially owns 477,880 Class A Ordinary Shares, representing 0.7% of the issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, Chuang Xi may be deemed to share beneficial ownership of 8,056,397 Class A Ordinary Shares, representing 12.0% of the Issuer's issued and outstanding Class A Ordinary Shares.

IDG Capital III may be deemed to beneficially own 4,105,075 Class A Ordinary Shares, representing 6.1% of the Issuer's issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Capital III may be deemed to share beneficial ownership of 4,429,202 Class A Ordinary Shares, representing 6.6% of the Issuer's issued and outstanding Class A Ordinary Shares.

IDG Capital III Associates may be deemed to beneficially own 5,151,648 Class A Ordinary Shares, representing 7.7% of the Issuer's issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Capital III Associates may be deemed to share beneficial ownership of 3,382,629 Class A Ordinary Shares, representing 5.0% of the Issuer's issued and outstanding Class A Ordinary Shares.

IDG Capital III GP may be deemed to beneficially own 5,151,648 Class A Ordinary Shares, representing 7.7% of the Issuer's issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Capital III GP may be deemed to share beneficial ownership of 3,382,629 Class A Ordinary Shares, representing 5.0% of the Issuer's issued and outstanding Class A Ordinary Shares.

Quartz Fortune directly beneficially owns a Convertible Note in a principal amount of US\$37,500,000, which may be converted into 1,046,573 Class A Ordinary Shares at an initial conversion price of approximately US\$35.83 per Class A Ordinary Share (the "Initial Conversion Price"), representing 1.6% of the Issuer's issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, Quartz Fortune may be deemed to share beneficial ownership of 7,487,704 Class A Ordinary Shares, representing 11.2% of the Issuer's issued and outstanding Class A Ordinary Shares.

IDG Ultimate directly beneficially owns a Convertible Note in a principal amount of US\$25,000,000, which may be converted into 697,715 Class A Ordinary Shares at the Initial Conversion Price, representing 1.0% of the Issuer's issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, IDG Ultimate may be deemed to share beneficial ownership of 7,836,562 Class A Ordinary Shares, representing 11.7% of the Issuer's issued and outstanding Class A Ordinary Shares.

Velda Power directly beneficially owns a Convertible Note in a principal amount of US\$7,560,000, which may be converted into 210,989 Class A Ordinary Shares at the Initial Conversion Price, representing 0.3% of the Issuer's issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, Velda Power may be deemed to share beneficial ownership of 8,323,288 Class A Ordinary Shares, representing 12.4% of the Issuer's issued and outstanding Class A Ordinary Shares.

Clever Sight directly beneficially owns 3,407,360 Class A Ordinary Shares, representing 5.1% of the Issuer's issued and outstanding Class A Ordinary Shares. In addition, as a result of the relationships described in the cover pages of this Schedule 13D, Clever Sight may be deemed to share beneficial ownership of 5,126,917 Class A Ordinary Shares, representing 7.7% of the Issuer's issued and outstanding Class A Ordinary Shares.

As a result of the relationships described in the cover pages of this Schedule 13D, each of IDG Capital III Investors, IDG Media, IDG Media Associates and IDG Media GP may be deemed to share beneficial ownership of 8,534,277 Class A Ordinary Shares, representing 12.7% of the Issuer's issued and outstanding Class A Ordinary Shares.

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Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by any of such persons, other than IDG Alternative, IDG Capital, IDG Investors, Chuang Xi, Quartz Fortune, IDG Ultimate or Velda Power, that it is the beneficial owner of any of the shares of Class A Ordinary Shares referred to herein for purposes of the Securities Exchange Act of 1934, or for any other purpose, and such beneficial ownership is expressly disclaimed.

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

Item 6 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

Note Repurchase Agreement II

On October 28, 2019, IDG Alternative entered into a note repurchase agreement (the “Note Repurchase Agreement II”) with the Issuer, pursuant to which the Issuer repurchased a convertible note in the principle amounts of US\$54,940,000 (the “Convertible Note II”) from IDG Alternative for a consideration of US\$55,013,253. As a result, IDG Alternative ceased to hold the Convertible Note II of the Issuer.

Restructuring of IDG Alternative

In November 2019, IDG Alternative repurchased from Deanhale 1,472,298 Class A ordinary shares and 1,533,225 Class B ordinary shares of IDG Alternative in consideration of the transfer of 1,472,298 Class A Ordinary Shares and 1,472,298 Class A ordinary shares of China Index Holdings Limited to Deanhale. As a result, IDG Alternative ceased to own 1,472,298 Class A Ordinary Shares on November 28, 2019.

**Item 7. Materials to be Filed as Exhibits.**

Item 7 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

Exhibit 99.40	Note Repurchase Agreement II dated October 28, 2019 by and between the Issuer and IDG Alternative
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**SIGNATURES**

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

**IDG ALTERNATIVE GLOBAL LIMITED**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Director

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**SIGNATURES**

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

**IDG MAXIMUM FINANCIAL LIMITED**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Director

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**SIGNATURES**

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

**BLINKMAX LIMITED**

By: /s/ Dongliang LIN  
Name: Dongliang LIN  
Title: Director

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**SIGNATURES**

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

**IDG-ACCEL CHINA CAPITAL L.P.**

By: /s/ Chi Sing HO

Name: Chi Sing HO

Title: Authorized Signatory

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**SIGNATURES**

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

**IDG-ACCEL CHINA CAPITAL INVESTORS L.P.**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Authorized Signatory

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**SIGNATURES**

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

**IDG-ACCEL CHINA CAPITAL ASSOCIATES L.P.**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Authorized Signatory

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**SIGNATURES**

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

**IDG-ACCEL CHINA CAPITAL GP ASSOCIATES LTD.**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Director

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**SIGNATURES**

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

**CHUANG XI CAPITAL HOLDINGS LIMITED**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Director

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**SIGNATURES**

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

**IDG CHINA CAPITAL FUND III L.P.**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Authorized Signatory

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**SIGNATURES**

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

**IDG CHINA CAPITAL III INVESTORS L.P.**

By: /s/ Chi Sing HO

Name: Chi Sing HO

Title: Authorized Signatory

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**SIGNATURES**

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

**IDG CHINA MEDIA FUND II L.P.**

By: /s/ Hugo SHONG

Name: Hugo SHONG

Title: Authorized Signatory

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**SIGNATURES**

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

**IDG CHINA CAPITAL FUND III ASSOCIATES L.P.**

By: /s/ Chi Sing HO

Name: Chi Sing HO

Title: Authorized Signatory

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**SIGNATURES**

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

**IDG CHINA CAPITAL FUND GP III ASSOCIATES LTD.**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Director

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**SIGNATURES**

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

**IDG CHINA MEDIA FUND II ASSOCIATES L.P.**

By: /s/ Hugo SHONG

Name: Hugo SHONG

Title: Authorized Signatory

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**SIGNATURES**

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

**IDG CHINA MEDIA FUND GP ASSOCIATES LTD.**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Director

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**SIGNATURES**

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

**QUAN ZHOU**

By: /s/ Quan Zhou  
Name: Quan Zhou

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**SIGNATURES**

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

**CHI SING HO**

By: /s/ Chi Sing Ho  
Name: Chi Sing Ho

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**SIGNATURES**

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

**DONGLIANG LIN**

By: /s/ Dongliang Lin  
Name: Dongliang Lin

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**SIGNATURES**

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

**QUARTZ FORTUNE LIMITED**

By: /s/ Chi Sing Ho  
Name: Chi Sing Ho  
Title: Director

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**SIGNATURES**

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

**IDG ULTIMATE GLOBAL LIMITED**

By: /s/ Chi Sing Ho  
Name: Chi Sing Ho  
Title: Director

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**SIGNATURES**

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

**VELDA POWER LIMITED**

By: /s/ Chi Sing Ho  
Name: Chi Sing Ho  
Title: Director

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**SIGNATURES**

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

**CLEVER SIGHT LIMITED**

By: /s/ Chi Sing Ho  
Name: Chi Sing Ho  
Title: Director

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## NOTE REPURCHASE AGREEMENT

This Note Repurchase Agreement (this “**Agreement**”) is made as of October 28, 2019 by and between IDG Alternative Global Limited, a company incorporated under the laws of the British Virgin Islands (the “**Holder**”), and Fang Holdings Limited (formerly known as SouFun Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Company**”).

WHEREAS, the Holder is the holder of a certain convertible note (the “**Original Note**”) issued by the Company on November 4, 2015, in the aggregate original principal amount of US\$200,000,000; and

WHEREAS, the Holder wishes to sell to the Company and the Company wishes to repurchase from the Holder, such portion of the Original Note in the principal amount of US\$54,940,000 with all rights attached to it (the “**Repurchased Note**”), in each case upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Holder hereby agree as follows:

1. Repurchase of Notes; Closing.

1.1 *Agreement to Repurchase.* On the basis of the representations and warranties and mutual agreements contained in this Agreement, and upon satisfaction of the conditions set forth in Section 5 hereof, the Holder irrevocably agrees to sell to the Company, and the Company irrevocably agrees to repurchase from the Holder, the Repurchased Note in exchange for a consideration of US\$54,940,000 (the “**Repurchase Price**”), plus US\$73,253 equal to all the accrued and unpaid interest on the Repurchased Note to but excluding the Closing Date (together with the Repurchase Price, the “**Total Consideration**”). Such repurchase is referred to herein as the “**Repurchase**”.

1.2 *Closing.* Subject to the satisfaction (or waiver by the Company, with respect to Section 5.1, or by the Holder, with respect to Section 5.2) of the conditions set forth in Section 5 hereof, the closing of the Repurchase (the “**Closing**”) shall take place remotely via the exchange of documents and signatures or at such places as the parties shall mutually agree in writing, at the time and date(s) specified below, or at such other date as may be agreed by the Holder and the Company in writing.

1.3 *Exchange and Delivery.* Subject to the terms and conditions of this Agreement,

(a) no later than 10 a.m. (Hong Kong time) on Nov 1, 2019 (the “**Closing Date**”), the Company shall pay, or cause to be paid, the Total Consideration to the Holder by electronic bank transfer of immediately available U.S. dollar funds to a bank account designated by the Holder (the account set forth on the Holder’s signature page to this Agreement)

(b) the Holder shall deliver, or cause to be delivered, the Original Note to the Company within five (5) Business Days from the Closing Date (the “**Delivery Date**”). For the purpose of this Agreement, “Business Day” shall have the same meaning as given to it in the Original Note.

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1.4 *Effect of Exchange.* The parties hereby acknowledge that the Repurchased Note shall be canceled automatically and cease to be of effect in all respects upon the payment of the Total Consideration.

2. Representations and Warranties of the Company.

The Company represents and warrants to the Holder that, as of the date hereof and as of the Closing Date:

2.1 The Company has been duly organized and is validly existing as a company in good standing under the laws of the Cayman Islands.

2.2 The Company has full right, power and authority to execute and deliver this Agreement, and to perform its obligations hereunder, and has taken all necessary action to authorize such execution, delivery and performance.

2.3 The execution and delivery by the Company of this Agreement, and the performance of its obligations hereunder, does not violate or conflict with (i) any law applicable to the Company; (ii) any provision of any of its articles of incorporation or bylaws; or (iii) any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual provision binding on or affecting it or any of its assets, except, in the case of (i) and (iii), as would not have a material adverse effect on its performance of its obligations under this Agreement or on the consummation of the transactions contemplated by this Agreement.

2.4 All governmental and other consents that are required to have been obtained by the Company with respect to this Agreement and the transactions contemplated by this Agreement have been obtained and are in full force and effect and all conditions of any such consents required to be complied with on or prior to the date hereof or the Closing Date, as applicable, have been complied with.

2.5 The obligations of the Company hereunder constitute its legal, valid and binding obligations, enforceable in accordance with the terms of this Agreement (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

2.6 The terms of the Repurchase are the result of bilateral negotiations between the parties.

2.7 Except for the representations and warranties made by the Holder in Section 3, the Company hereby acknowledges that none of the Holder or any affiliate or representative of the Holder has made or makes any other express, implied or statutory representation or warranty with respect to the Holder, the Repurchased Note or the transaction contemplated by this Agreement.

3. Representations and Warranties of the Holder.

The Holder represents and warrants to the Company that, as of the date hereof and as of the Closing Date and as of the Delivery Date:

3.1 It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

3.2 It has the power to execute and deliver this Agreement and to perform its obligations hereunder, and has taken all necessary action to authorize such execution, delivery and performance.

3.3 The execution and delivery by the Holder of this Agreement, and the performance of its obligations hereunder, does not violate or conflict with (i) any law applicable to it; (ii) any provision of its constitutional documents; or (iii) any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets, except, in the case of (i) and (iii), as would not have a material adverse effect on its performance of its obligations under this Agreement or on the consummation of the transactions contemplated by this Agreement.

3.4 All governmental and other consents that are required to have been obtained by it with respect to this Agreement and the transactions contemplated by this Agreement have been obtained and are in full force and effect and all conditions of any such consents required to be complied with on or prior to the date hereof or the Closing Date or the Delivery Date, as applicable, have been complied with.

3.5 Its obligations hereunder constitute its legal, valid and binding obligations, enforceable in accordance with the terms of this Agreement (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

3.6 The terms of the Repurchase are the result of bilateral negotiations between the parties.

3.7 Except for the representations and warranties made by the Company in Section 2, the Holder hereby acknowledges that none of the Company or any affiliate or representative of the Company has made or makes any other express, implied or statutory representation or warranty with respect to the Company, the Repurchased Note or the transaction contemplated by this Agreement.

#### 4. Covenants.

4.1 *Reasonable Best Efforts.* Upon the terms and subject to the conditions of this Agreement, each of the Holder and the Company agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable. In furtherance of the foregoing, at or prior to the Closing, the parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

4.2 *Mutual Release.* Effective upon the Closing, the Holder, on the one hand, and the Company, on the other hand, on behalf of themselves and their respective successors and assigns, hereby voluntarily, knowingly and irrevocably release and forever discharge each others' partners, affiliates, officers, employees, directors, legal counsel, shareholders, members, agents and their respective successors and assigns, from any and all claims, liabilities, obligations, damages, expenses and/or other amounts of every kind, nature or description, whether known or unknown, liquidated or unliquidated, whether at law, equity or in administrative proceedings, arising from or relating to the Repurchased Note.

4.3 *No Withholding.* All payments and deliveries made by, or on behalf of, the Company with respect to the Repurchased Note shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within any jurisdiction in which the Company is, for tax purposes, organized or resident or doing business or through which payment is made or deemed made (or any political subdivision or taxing authority thereof or therein), unless such withholding or deduction is required by applicable law or regulation or governmental policy having the force of law.

5. Conditions to the Obligations of the Holder and the Company.

5.1 *Conditions to the Obligations of the Company.* The obligations of the Company under this Agreement shall be subject to the following conditions: (i) the performance in all material respects by the Holder of its respective covenants and obligations hereunder; and (ii) the representations and warranties of the Holder contained herein shall be true and correct on the date hereof and on and as of the Closing Date.

5.2 *Conditions to the Obligations of the Holder.* The obligations of the Holder under this Agreement shall be subject to the following conditions: (i) the performance in all material respects by the Company of its covenants and obligations hereunder; and (ii) the representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date.

6. Termination of Agreement

6.1 *Termination by Mutual Agreement.* This agreement may be terminated at any time prior to the Closing by mutual written agreement of the Company and the Holder.

6.2 *Effect of Termination.* In the event of the termination of this Agreement in accordance with Section 6.1 hereof, this Agreement shall thereafter become void and have no effect and the transactions contemplated by this Agreement shall be abandoned, and no party hereto shall have any liability to the other party hereto or their respective affiliates, directors, officers or employees, except for the obligations of the parties hereto contained in this Section 6.2 and the provisions of Section 7, and except that nothing herein will limit or restrict the rights or remedies of any party hereto against the other party for any willful and material breach of this Agreement arising prior to the termination.

7. Miscellaneous.

7.1 *Indemnification.* Notwithstanding anything to the contrary in this Agreement, the Holder shall indemnify, defend and hold harmless the Company and any of its directors and officers from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by the Holder's failure to discharge its obligations under Section 1.3(b).

7.2 *Confidentiality.* Each of the Company and the Holder shall treat the Repurchase, the terms, conditions or other facts with respect thereto, this Agreement and any non-public information provided by the other party in connection with the Repurchase as confidential information ("**Confidential Information**") and shall not disclose such Confidential Information to third parties. Notwithstanding this Section 7.1, a party may disclose Confidential Information (i) to such party's officers, directors, employees, affiliates, attorneys, accountants, consultants and other advisors (collectively, the "**Representatives**"), *provided* that (A) such Representatives are informed by such party of the confidential nature of the Confidential Information and are directed by such party to treat the Confidential Information in a manner consistent with the terms of this Agreement and (B) such party shall be responsible for any breach of confidentiality provisions of this Section 7.1 by the Representatives; (ii) to any governmental agency, regulatory body or stock exchange having or claiming to have authority to regulate or oversee any aspect of such party's business or that of the Representatives in connection with the exercise of such authority or claimed authority; (iii) as requested or required by applicable law, rule, regulation or legal or administrative process; and (iv) to enforce any right or remedy under this Agreement or in connection with any claims under this Agreement asserted by or against such party. Notwithstanding the foregoing, for purposes of this Agreement, the term "Confidential Information" shall not include information that (x) is publicly available (other than through a breach of this Agreement by the receiving party or its Representatives); (y) becomes available to the receiving party by a third party on a non-confidential basis; *provided* that the source of such information was not known by the receiving party to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information; or (z) the receiving party independently develops, discovers, or arrives at without the use of the Confidential Information.

7.3 *Amendments; Waivers.* This Agreement may be waived or amended solely by a writing executed by both of the parties hereto.

7.4 *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

7.5 *Arbitration.* Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitrators shall be appointed in accordance with the HKIAC rules. The arbitration proceedings shall be conducted in English. It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

7.6 *Transfer; Successors and Assigns.* The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, except that neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.7 *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

7.8 *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.9 *Severability.* The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7.10 *Notices.* Any notices delivered pursuant to or in connection with this Agreement shall be delivered to the applicable parties at the addresses set forth below:

With respect to the Holder:

IDG Alternative Global Limited  
Unit 5505, 55th Floor, the Center, 99 Queen's Road, Hong Kong  
Attention: Simon Ho

With respect to the Company:

Fang Holdings Limited  
Block A, No. 20 Guogongzhuang Middle Street,  
Fengtai District, Beijing 100070, The People's Republic of China  
Attention: Dr. Lei Hua

7.11 *Specific Performance.* The parties hereto acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedies at law or in equity, the parties to this Agreement shall be entitled to injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement without posting any bond or other undertaking.

7.12 *Entire Agreement.* This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly cancelled.

[Signature page follows]

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

**Fang Holdings Limited**

By: /s/ Tianquan Mo  
Name: Tianquan Mo  
Title: Director

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*[Signature Page to Note Repurchase Agreement]*

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

**IDG Alternative Global Limited**

By: /s/ Chi Sing HO  
Name: Chi Sing HO  
Title: Authorized Signatory

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*[Signature Page to Note Repurchase Agreement]*

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