

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 2)*†

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)

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

December 18, 2018
(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 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 14. | TYPE OF REPORTING PERSON (See Instructions) CO | |

(1) By virtue of holding 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 14. | TYPE OF REPORTING PERSON (See Instructions) CO | |

(1) The record owner of these shares is IDG Alternative Global Limited. By virtue of holding 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | SOLE VOTING POWER 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 9,423,812 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 2,116,061 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED VOTING POWER 9,423,812 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 14. | TYPE OF REPORTING PERSON (See Instructions) PN | |

(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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | SOLE VOTING POWER 97,699 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 11,442,174 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 97,699 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED VOTING POWER 11,442,174 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 14. | TYPE OF REPORTING PERSON (See Instructions) PN | |

(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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 9,423,812 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 2,116,061 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED VOTING POWER 9,423,812 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 14. | TYPE OF REPORTING PERSON (See Instructions) PN | |

(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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power 2,213,760 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | Shared Voting Power 9,326,113 Class A Ordinary Shares ⁽²⁾ |
| | 9. | Sole Dispositive Power 2,213,760 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | Shared Dispositive Power 9,326,113 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power 477,880 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | Shared Voting Power 11,061,993 Class A Ordinary Shares ⁽²⁾ |
| | 9. | Sole Dispositive Power 477,880 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | Shared Dispositive Power 11,061,993 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 7,434,798 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 4,105,075 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 7,434,798 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 14. | TYPE OF REPORTING PERSON (See Instructions) PN | |

(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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| | 9. | SOLE DISPOSITIVE POWER 0 |
| | 10. | SHARED DISPOSITIVE POWER 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽²⁾ | |
| 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 2.2% of the class B ordinary shares of IDG Maximum Financial Limited, which holds 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| | 9. | SOLE DISPOSITIVE POWER 0 |
| | 10. | SHARED DISPOSITIVE POWER 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽²⁾ | |
| 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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

| | | |
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| 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 5,151,647 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 6,388,226 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 5,151,647 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 6,388,226 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 14. | TYPE OF REPORTING PERSON (See Instructions) PN | |

(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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | SOLE VOTING POWER 5,151,647 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 6,388,226 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 5,151,647 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 6,388,226 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| | 9. | SOLE DISPOSITIVE POWER 0 |
| | 10. | SHARED DISPOSITIVE POWER 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽²⁾ | |
| 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 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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| | 9. | SOLE DISPOSITIVE POWER 0 |
| | 10. | SHARED DISPOSITIVE POWER 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽²⁾ | |
| 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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power 0 |
| | 8. | Shared Voting Power 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 11,539,873 Class A Ordinary Shares ⁽¹⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽²⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power 210,989 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | Shared Voting Power 11,328,884 Class A Ordinary Shares ⁽²⁾ |
| | 9. | Sole Dispositive Power 210,989 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | Shared Dispositive Power 11,328,884 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 3,485,596 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 8,054,277 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 72.53% 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | SOLE VOTING POWER 1,046,572 Class A Ordinary Shares ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 10,493,301 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 1,046,572 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 10,493,301 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 10,842,158 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 697,715 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 10,842,158 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

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| 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 ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 11,328,844 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 210,989 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 11,328,844 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 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 ⁽¹⁾ |
| | 8. | SHARED VOTING POWER 8,132,513 Class A Ordinary Shares ⁽²⁾ |
| | 9. | SOLE DISPOSITIVE POWER 3,407,360 Class A Ordinary Shares ⁽¹⁾ |
| | 10. | SHARED DISPOSITIVE POWER 8,132,513 Class A Ordinary Shares ⁽²⁾ |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,539,873 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) 16.9% ⁽³⁾ | |
| 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 64,649,429 Class A Ordinary Shares outstanding as of June 30, 2018 as disclosed by the Issuer in its Form 6-K filed on August 28, 2018 and an additional 3,488,575 Class A Ordinary Shares issuable pursuant to the transactions disclosed in this Statement.

Introductory Note

This Amendment No. 2 (“Amendment No.2”) 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 (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 3. Source and Amount of Funds or Other Consideration

Item 3 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

On December 18, 2018, pursuant to the Note Transfer Agreements II (as defined below), Haitong (as defined below) acquired from Stormy August all of the Convertible Note in the principle amounts of US\$25,000,000 for consideration of US\$20,000,000 plus all the accrued and unpaid interests.

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 1,952,298 Class A Ordinary Shares, representing 2.9% of the Issuer’s issued and outstanding Class A Ordinary Shares. In addition, IDG Alternative directly beneficially owns the Convertible Note in a principal amount of US\$54,940,000, which may be converted into 1,533,298 Class A Ordinary Shares at an initial conversion price of approximately US\$35.83 per Class A Ordinary Share (the “Initial Conversion Price”), representing 2.3% 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, IDG Alternative may be deemed to share beneficial ownership of 8,054,277 Class A Ordinary Shares, representing 11.8% of the Issuer’s issued and outstanding Class A Ordinary Shares.

IDG Maximum may be deemed to beneficially own 1,952,298 Class A Ordinary Shares owned by IDG Alternative and 1,533,298 Class A Ordinary Shares issuable pursuant to the Convertible Note, representing 2.9% and 2.3%, respectively, 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 11.8% of the Issuer’s issued and outstanding Class A Ordinary Shares.

Blinkmax may be deemed to beneficially own 1,952,298 Class A Ordinary Shares owned by IDG Alternative and 1,533,298 Class A Ordinary Shares issuable pursuant to the Convertible Note, representing 2.9% and 2.3%, respectively, 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 11.8% of the Issuer’s issued and outstanding Class A Ordinary Shares.

IDG Capital directly beneficially owns 2,116,061 Class A Ordinary Shares, representing 3.1% 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 Capital may be deemed to share beneficial ownership of 9,423,812 Class A Ordinary Shares, representing 13.8% 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 11,442,174 Class A Ordinary Shares, representing 16.8% 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 3.1% 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 Capital Associates may be deemed to share beneficial ownership of 9,423,812 Class A Ordinary Shares, representing 13.8% 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 3.2% 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 GP may be deemed to share beneficial ownership of 9,326,113 Class A Ordinary Shares, representing 13.7% of the Issuer's issued and outstanding Class A Ordinary Shares.

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 11,061,993 Class A Ordinary Shares, representing 16.2% 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 6.0% 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 Capital III may be deemed to share beneficial ownership of 7,434,798 Class A Ordinary Shares, representing 10.9% of the Issuer's issued and outstanding Class A Ordinary Shares.

IDG Capital III Associates may be deemed to beneficially own 5,151,647 Class A Ordinary Shares, representing 7.6% 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, IDG Capital III Associates may be deemed to share beneficial ownership of 6,388,226 Class A Ordinary Shares, representing 9.4% of the Issuer's issued and outstanding Class A Ordinary Shares.

IDG Capital III GP may be deemed to beneficially own 5,151,647 Class A Ordinary Shares, representing 7.6% 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, IDG Capital III GP may be deemed to share beneficial ownership of 6,388,226 Class A Ordinary Shares, representing 9.4% 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 1,046,572 Class A Ordinary Shares at the Initial Conversion Price, representing 1.5% 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 10,493,301 Class A Ordinary Shares, representing 15.4% 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 10,842,158 Class A Ordinary Shares, representing 15.9% 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 11,328,844 Class A Ordinary Shares, representing 16.6% 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% 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 8,132,513 Class A Ordinary Shares, representing 11.9% 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 11,539,873 Class A Ordinary Shares, representing 16.9% of the Issuer's issued and outstanding Class A Ordinary Shares.

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 Transfer Agreement II

On December 18, 2018, Stormy August entered into note transfer agreements (the "Note Transfer Agreement II") with Haitong International New Energy III Limited ("Haitong"), pursuant to which, on December 18, 2018, Stormy August sold to Haitong the Convertible Note in the principle amounts of US\$25,000,000 for consideration of US\$20,000,000 plus all the accrued and unpaid interests (the "Note Transfer II"). As a result, Stormy August ceased to have any beneficial ownership of the Issuer.

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 99.39 | Note Transfer Agreement dated December 18, 2018 by and between Stormy August and Haitong |
|---------------|--|

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

STORMY AUGUST LIMITED

By: /s/ Chi Sing Ho

Name: Chi Sing Ho

Title: Director

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

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

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

NOTE TRANSFER AGREEMENT

This Note Transfer Agreement (this “**Agreement**”) is made as of December 18, 2018 by and between Haitong International New Energy III Limited, a company incorporated under the laws of the British Virgin Islands (the “**Buyer**”) and Stormy August Limited, a company incorporated under the laws of the British Virgin Islands (the “**Seller**”).

WHEREAS, IDG Alternative Global Limited (“**IDG Alternative**”) was the holder of certain convertible note in the aggregate principal amount of US\$200,000,000 (the “**Original Note**”) issued as of November 4, 2015 by 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**”) pursuant to a subscription agreement dated September 17, 2015 between the Company and IDG Global Alternative (the “**Subscription Agreement**”).

WHEREAS, on October 29, 2018, IDG Alternative sold to the Seller, and the Seller acquired from IDG Alternative, a portion of the Original Note in the principal amount of US\$25,000,000.

WHEREAS, the Seller wishes to sell to the Buyer and the Buyer wishes to purchase from the Seller, the convertible note in the principal amount of US\$25,000,000 with all rights attached to it (the “**Purchased 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 Buyer and the Seller hereby agree as follows:

1. Purchase and Sale of Note; Closing.

1.1 *Sale and Purchase.* 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 Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, the Purchased Note in exchange for a consideration of US\$20,000,000, plus all the accrued and unpaid interest on the Purchased Note calculated at a rate of 1.5% per annum (on the basis of a 360-day year) from October 1, 2018 to but excluding the Closing Date (the “**Consideration**”). Such purchase is referred to herein as the “**Purchase**”. The Seller shall transfer full legal and beneficial title to the Purchased Note to the Purchaser free from all Encumbrances (as defined in the Subscription Agreement).

1.2 *Closing.* Subject to the satisfaction (or waiver by the Buyer, with respect to Section 5.1, or by the Seller, with respect to Section 5.2) of the conditions set forth in Section 5 hereof, the closing of the Purchase (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 specified below, or at such other date as may be agreed by the Seller and the Buyer in writing.

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

(a) no later than 5 p.m. (Hong Kong time) on December 18, 2018 (the “**Closing Date**”), the Buyer shall pay, or cause to be paid, the Consideration to the Seller by electronic bank transfer of immediately available U.S. dollar funds to the designated bank account of the Seller (the account set forth on the Seller’s signature page to this Agreement); and

(b) the Seller shall, upon Closing, deliver, or cause to be delivered, to the Buyer (i) the Purchased Note; and (ii) a certified copy of the minutes of the meeting of the board of the directors of the Seller authorizing the execution of this Agreement.

2. Representations and Warranties of the Buyer.

The Buyer represents and warrants to the Seller that, as of the date hereof and as of the Closing Date:

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

2.2 The Buyer 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 Buyer of this Agreement, and the performance of its obligations hereunder, does not violate or conflict with (i) any law applicable to the Buyer; (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 Buyer 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 Buyer 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 Purchase are the result of bilateral negotiations between the parties.

2.7 The Buyer is purchasing the Purchased Note hereunder for its own account with the present intention of holding such Purchased Note for investment purposes only and not with a view to distributing or reselling the Purchased Note except in compliance with Securities Act of 1933, as amended (the "**Securities Act**").

2.8 The Buyer is either (i) an "accredited investor" as defined in Rule 501(a) under the Securities Act, or (ii) not a "U.S. person" within the meaning of Regulation S under the Securities Act. The Buyer, either alone or together with its representatives, have such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the investment in the Purchased Note and have so evaluated the merits and risks of such investment. The Buyer is able to bear the economic risk of an investment in the Purchased Note and can afford a complete loss of such investment.

2.9 The Buyer is not purchasing the Purchased Note as a result of any advertisement, article, notice or other communication regarding the Purchased Note published in any newspaper, magazine or

similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

2.10 The Buyer understands and acknowledges that (i) the Purchased Note is being offered and sold without registration under the Securities Act in a private placement that is exempt from the registration provisions of the Securities Act, and (ii) the Purchased Note is “restricted securities” for purposes of the Securities Act and rules thereunder and may not be resold without registration under the Securities Act or an exemption therefrom, and the Purchased Note will bear a restrictive legend to such effect.

2.11 There are no brokerage commissions, finder’s fees or similar fees or commissions payable in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with the Buyer or any action taken by the Buyer. The Seller shall not be liable for any costs or expenses incurred by or on behalf of the Buyer in connection with this Agreement or the transactions contemplated hereby.

3. Representations and Warranties of the Seller.

The Seller represents and warrants to the Buyer that, as of the date hereof and as of the Closing 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 full 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 Seller 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, 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 It is the beneficial owner of the Purchased Note and will transfer and deliver to the Buyer on the Closing Date valid title to the Purchased Note, free and clear of any lien, Encumbrance (as defined in the Subscription Agreement) or any other such limitation or restriction.

3.7 The terms of the Purchase are the result of bilateral negotiations between the parties.

3.8 Neither the Seller nor any director or authorised officer associated with or acting on behalf of it:

- (A) has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
- (B) has made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds;
- (C) has violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”) or The Bribery Act 2010 of the United Kingdom (the “UK Bribery Act”) to the extent applicable; or
- (D) has made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment prohibited under any applicable law or regulation equivalent to the FCPA or the UK Bribery Act.

3.9 The Seller’s operations are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in Hong Kong or Cayman Islands (as applicable) and of all jurisdictions in which it conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, “**Money Laundering Laws**”) unless a breach of such Money Laundering Laws is not material and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Seller with respect to Money Laundering Laws is pending and, to the best of the Seller’s knowledge and belief, no such actions, suits or proceedings are threatened or contemplated.

3.10 Neither the Seller nor any director or authorised officer associated with or acting on its behalf nor (to the best of its knowledge and belief) any of its agents or affiliates is currently a Sanctions Target (as defined in the Subscription Agreement) or is located, organized or resident in a country or territory that is a Sanctions Target. The Seller has not violated applicable Sanctions Laws and Regulations (as defined in the Subscription Agreement) or knowingly engaged in any dealings or transactions with any person, or in any country or territory, that is a Sanctions Target.

3.11 The Seller is not insolvent or unable to pay its debts under the insolvency laws of the jurisdiction of its incorporation nor has it stopped paying debts as they fall due. No order has been made, petition or resolution passed for the winding-up of the Seller. No administrator, receiver, or equivalent officer has been appointed by any person in respect of the Seller or any of its assets, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed relating to the Seller.

3.12 No Event of Default or any potential Event of Default (each as defined in the Purchased Note) has occurred, is continuing or will occur as a result of the entering into this Agreement and the transaction contemplated hereunder. No amount of principal, interest, fees or other amount is due and unpaid under the Purchased Note. No conversion right under the Purchased Note has been exercised.

4. Covenants.

4.1 *Reasonable Best Efforts.* Upon the terms and subject to the conditions of this Agreement, each of the Seller and the Buyer 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 *Material Non-Public Information.* The Buyer acknowledges that the Seller may now or at any other time have access to or possess material non-public information regarding the Company and agrees that the Seller shall have no obligation to disclose such information to the Buyer. The Buyer hereby waives any claim against, and covenants not to sue, the Seller and its controlling persons, officers, directors, members, partners, agents or employees and its successors and assigns, from any and all claims, demands, causes of action, damages, losses, expenses or liabilities, of any nature whatsoever, whether accrued or unaccrued, contingent or liquidated, known or unknown, arising from or connected to any action heretofore or hereafter taken or omitted to be taken in connection with this Agreement or the transaction contemplated hereby that it may have or hereafter acquire under applicable foreign, federal and/or state securities laws or any anti-fraud, deceptive trade practices or other similar laws, relating to omissions to state a material fact (or similar claims) in connection with this Agreement or the transaction contemplated hereby, only to the extent that such material fact constitutes material non-public information regarding the Company.

5. Conditions to the Obligations of the Seller and the Buyer.

5.1 *Conditions to the Obligations of the Buyer.* The obligations of the Buyer under this Agreement shall be subject to the following conditions: (i) the performance in all material respects by the Seller of its respective covenants and obligations hereunder; and (ii) the representations and warranties of the Seller contained herein shall be true and correct on the date hereof and on and as of the Closing Date; (iii) the shareholders agreement in respect of IDG Maximum Financial Limited (“**IDG Maximum**”) having been amended to the Buyer’s satisfaction; (iv) the amended and restated memorandum and articles of association of IDG Maximum having been adopted to the Buyer’s satisfaction; (v) a legal opinion in relation to the BVI laws issued by the Seller’s counsel having been delivered to the Buyer with respect to the validity and enforceability of the amended shareholders agreement of IDG Maximum, and amended and restated memorandum and articles of association of IDG Maximum; (vi) the Assignment and Assumption Agreement between IDG Alternative, the Company and the Buyer in respect of the assignment by the Seller to the Buyer of the Seller’s registration rights under the supplemental agreement dated November 4, 2015 between IDG Alternative, the Company and China Merchants Bank Co., Ltd. Tianjin Pilot Free Trade Zone Branch having been duly signed and delivered by the Seller; and (vii) a certificate of good standing and a certificate of incumbency in respect of the Seller having been delivered to the Buyer.

5.2 *Conditions to the Obligations of the Seller.* The obligations of the Seller under this Agreement shall be subject to the following conditions: (i) the performance in all material respects by the Buyer of its covenants and obligations hereunder; and (ii) the representations and warranties of the Buyer 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 Buyer and the Seller.

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 *Confidentiality.* Each of the Buyer and the Seller shall treat the Purchase, 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 Purchase 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.

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

7.3 *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.

7.4 *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.

7.5 *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.

7.6 *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.

7.7 *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.

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

7.9 *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 Seller:

Stormy August Limited
Unit 5505, 55/F, The Center, 99 Queen's Road Central, Hong Kong

With respect to the Buyer:

Haitong International New Energy III Limited
22/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong

7.10 *Specific Performance.* The parties hereto acknowledge and agree 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.

7.11 *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.

7.12 *Third-Party Beneficiary.* Fang Holdings Limited is an intended third party beneficiary of Sections 2.7 through 2.10 and is entitled to rely upon and enforce the rights, benefits and remedies conferred by the foregoing Sections.

[Signature page follows]

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

Stormy August Limited

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

Seller Account Information:

Bank Name:
S.W.I.F.T Code:
ABA or Transit Routing Number:
Beneficiary:

Address of Beneficiary Bank:

[Signature Page to Note Transfer Agreement]

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

Haitong International New Energy III Limited

By: /s/ Haitong International New Energy III Limited

Name:

Title:

[Signature Page to Note Transfer Agreement]
