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

SCHEDULE 13D Under the Securities Exchange Act of 1934 (Amendment No. 4)\*

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

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

> **30711Y300**\*\* (CUSIP Number)

Chi Sing HO c/o IDG Capital Management (HK) Ltd. Unit 5505, 55/F., The Center 99 Queen's Road Central, Hong Kong Fax: 852-2529 1619 Tel: 852-39031333

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

January 28, 2022

(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(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 applies to the American Depositary Shares of the Issuer, evidenced by American Depositary Receipts, each representing ten Class A Ordinary Shares. No CUSIP has been assigned to the Class A Ordinary Shares of the Issuer.

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

1.	NAME OF REPORTING PERSON	
	IDG Alternative Global Limited	
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
	SEC USE ONLY	
	SOURCE OF FUNDS	
	OO, BK	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	
	British Virgin Islands	
NUMBER OF	7. SOLE VOTING POWER	
SHARES	0 Class A Ordinary Shares	
BENEFICIALLY	8. SHARED VOTING POWER	
OWNED BY	0 Class A Ordinary Shares	
EACH	9. SOLE DISPOSITIVE POWER	
REPORTING	0 Class A Ordinary Shares	
PERSON	10. SHARED DISPOSITIVE POWER	
WITH	0 Class A Ordinary Shares	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	0 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	0%	
14.	TYPE OF REPORTING PERSON (See Instructions)	
	CO	
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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) 🛛 (b) 🗆		
3.	SEC USE OI	NLY	
4.	SOURCE OF	FUNDS	
	00		
5.	CHECK IF I	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6.	CITIZENSH	IP OR PLACE OF ORGANIZATION	
	British Virgiı	n Islands	
NUMBER OF	7. SOLE VOTING POWER		
SHARES	0 Class A Ordinary Shares		
BENEFICIALLY			
OWNED BY	0 Class A Ordinary Shares		
EACH	9.	9. SOLE DISPOSITIVE POWER	
REPORTING		0 Class A Ordinary Shares	
PERSON	10.	SHARED DISPOSITIVE POWER	
WITH		0 Class A Ordinary Shares	
11.	AGGREGAT	E AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	0 Class A Ordinary Shares		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	0%		
14.	TYPE OF REPORTING PERSON (See Instructions)		
	CO		

1.	NAME OF REPORTING PERSON		
	Blinkmax Limited		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)		
	(a) ⊠ (b) □		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS		
	00		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
	CITIZENSHIP OR PLACE OF ORGANIZATION		
	British Virgin Islands		
NUMBER OF	7. SOLE VOTING POWER		
SHARES	0 Class A Ordinary Shares		
BENEFICIALLY			
OWNED BY	0 Class A Ordinary Shares		
EACH	9. SOLE DISPOSITIVE POWER		
REPORTING	0 Class A Ordinary Shares		
PERSON	10. SHARED DISPOSITIVE POWER		
WITH	0 Class A Ordinary Shares		
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Ordinary Shares		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
12			
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	TYPE OF REPORTING PERSON (See Instructions)		
	СО		

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) ⊠ (b) □	
	SEC USE ONLY	
4.	SOURCE OF FUNDS	
	00	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF	7. SOLE VOTING POWER	
SHARES	0 Class A Ordinary Shares	
BENEFICIALLY	8. SHARED VOTING POWER	
OWNED BY	0 Class A Ordinary Shares	
EACH	9. SOLE DISPOSITIVE POWER	
REPORTING	0 Class A Ordinary Shares	
PERSON	10. SHARED VOTING POWER	
WITH	0 Class A Ordinary Shares	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	0 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	0%	
14.	TYPE OF REPORTING PERSON (See Instructions)	
	CO	

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) $\boxtimes$ (b) $\square$	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	
	00	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF	7. SOLE VOTING POWER	
SHARES	0 Class A Ordinary Shares	
BENEFICIALLY	8. SHARED VOTING POWER	
OWNED BY	0 Class A Ordinary Shares	
EACH	9. SOLE DISPOSITIVE POWER	
REPORTING	0 Class A Ordinary Shares	
PERSON	10. SHARED VOTING POWER	
WITH	0 Class A Ordinary Shares	
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	0 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	0%	
	TYPE OF REPORTING PERSON (See Instructions)	
	CO	

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) $\boxtimes$ (b) $\square$	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	
	00	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF	7. SOLE VOTING POWER	
SHARES	0 Class A Ordinary Shares	
BENEFICIALLY	8. SHARED VOTING POWER	
<b>OWNED BY</b>	0 Class A Ordinary Shares	
EACH	9. SOLE DISPOSITIVE POWER	
REPORTING	0 Class A Ordinary Shares	
PERSON	10. SHARED VOTING POWER	
WITH	0 Class A Ordinary Shares	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	0 Class A Ordinary Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	0%	
14.	TYPE OF REPORTING PERSON (See Instructions)	
	CO	
1		

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1.	NAME OF RI	EPORTING PERSON
	IDG-ACCEL	CHINA CAPITAL GP ASSOCIATES LTD.
2.	CHECK THE	APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)
	(a) 🛛 (b) 🗆	
3.	SEC USE ON	LY
4.	SOURCE OF	FUNDS
	00	
5.	CHECK IF D	ISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)
6.		P OR PLACE OF ORGANIZATION
	Cayman Islan	
NUMBER OF	7.	Sole Voting Power
SHARES		0 Class A Ordinary Shares
BENEFICIALL	Y 8.	Shared Voting Power
OWNED BY		0 Class A Ordinary Shares
EACH	9.	Sole Dispositive Power
REPORTING		0 Class A Ordinary Shares
PERSON WITH	10.	Shared Dispositive Power
		0 Class A Ordinary Shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 Class A Ordinary Shares	
10		
12.		HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)
10		
13.	PERCENT OF 0%	F CLASS REPRESENTED BY AMOUNT IN ROW (11)
14.		DODTING DEDSON (See Instructions)
14.	TYPE OF REPORTING PERSON (See Instructions)	
<u> </u>	CO	

1.	NAME OF REPORTING PERSON		
	CHUANG XI (	CAPITAL HOLDINGS LIMITED	
2.	CHECK THE A	APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
	(a) 🛛 (b) 🗆		
3.	SEC USE ONL	Y	
4.	SOURCE OF F	UNDS	
	00		
5.	CHECK IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6.		OR PLACE OF ORGANIZATION	
	British Virgin I		
NUMBER OF	7.	Sole Voting Power	
SHARES		0 Class A Ordinary Shares	
BENEFICIALLY	8.	Shared Voting Power	
OWNED BY		0 Class A Ordinary Shares	
EACH	9.	9. Sole Dispositive Power	
REPORTING		0 Class A Ordinary Shares	
PERSON	10.	Shared Dispositive Power	
WITH	0 Class A Ordinary Shares		
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Ordinary Shares Class A Ordinary Shares		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	0%		
14.	TYPE OF REPORTING PERSON (See Instructions)		
	CO		

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) ⊠ (b)□			
3.	SEC USE O	NLY		
4.	SOURCE O	F FUNDS		
	00			
5.	CHECK IF I	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.	CITIZENSH	IIP OR PLACE OF ORGANIZATION		
	Cayman Isla	nds		
NUMBER OF	7. SOLE VOTING POWER			
SHARES	0 Class A Ordinary Shares			
BENEFICIALLY	8.	8. SHARED VOTING POWER		
OWNED BY		0 Class A Ordinary Shares		
EACH	9.	9. SOLE DISPOSITIVE POWER		
REPORTING		0 Class A Ordinary Shares		
PERSON	10.	SHARED DISPOSITIVE POWER		
WITH	0 Class A Ordinary Shares			
11.		TE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Ordinary Shares			
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)			
	0%			
14.	TYPE OF REPORTING PERSON (See Instructions)			
	CO			

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) ⊠ (b)□			
3.	SEC USE O	NLY		
4.	SOURCE O	F FUNDS		
	00			
5.	CHECK IF I	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.	CITIZENSH	IIP OR PLACE OF ORGANIZATION		
	Cayman Isla	nds		
NUMBER OF	7. SOLE VOTING POWER			
SHARES		0		
BENEFICIALLY	8.	SHARED VOTING POWER		
OWNED BY	0 Class A Ordinary Shares			
EACH	9.	9. SOLE DISPOSITIVE POWER		
REPORTING		0		
PERSON	10.	SHARED DISPOSITIVE POWER		
WITH		0 Class A Ordinary Shares		
-	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	0 Class A Ordinary Shares			
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)			
	0%			
	TYPE OF REPORTING PERSON (See Instructions)			
	CO			

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) $\boxtimes$ (b) $\square$		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS		
	00		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION		
	State of Delaware		
NUMBER OF	7. SOLE VOTING POWER		
SHARES	0		
BENEFICIALLY			
OWNED BY	0 Class A Ordinary Shares		
EACH	9. SOLE DISPOSITIVE POWER		
REPORTING	0		
PERSON	<b>10.</b> SHARED DISPOSITIVE POWER		
WITH	0 Class A Ordinary Shares		
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Ordinary Shares		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	0%		
14.	TYPE OF REPORTING PERSON (See Instructions)		
	PN		

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) ⊠ (b)□		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS		
	00		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION		
	Cayman Islands		
NUMBER OF	7. SOLE VOTING POWER		
SHARES	0 Class A Ordinary Shares		
BENEFICIALLY			
OWNED BY	0 Class A Ordinary Shares		
EACH	9. SOLE DISPOSITIVE POWER		
REPORTING	0 Class A Ordinary Shares		
PERSON	10. SHARED DISPOSITIVE POWER		
WITH	0 Class A Ordinary Shares		
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Ordinary Shares		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	0%		
14.	TYPE OF REPORTING PERSON (See Instructions)		
	CO		

1.	NAME OF REPORTING PERSON			
	IDG China Capital Fund GP III Associates Ltd.			
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) $\boxtimes$ (b) $\Box$			
3.	SEC USE OI	NLY		
4.	SOURCE OF	FUNDS		
	00			
5.	CHECK IF I	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.	CITIZENSH	IP OR PLACE OF ORGANIZATION		
	Cayman Islaı	nds		
NUMBER OF	7.	SOLE VOTING POWER		
SHARES		0 Class A Ordinary Shares		
BENEFICIALLY	8.	SHARED VOTING POWER		
OWNED BY	0 Class A Ordinary Shares			
EACH	9.	SOLE DISPOSITIVE POWER		
REPORTING		0 Class A Ordinary Shares		
PERSON	10.	SHARED DISPOSITIVE POWER		
WITH		0 Class A Ordinary Shares		
11.	AGGREGAT	E AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Or	dinary Shares		
12.	CHECK IF T	THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13.	PERCENT C	OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	0%			
14.	TYPE OF RI	EPORTING PERSON (See Instructions)		
	CO			

1.	NAME OF I	REPORTING PERSON		
	IDG China Media Fund II Associates L.P.			
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) ⊠ (b)□			
3.	SEC USE O	NIV		
4.	SOURCE OF FUNDS			
	00			
5.	CHECK IF I	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.		IP OR PLACE OF ORGANIZATION		
	Cayman Isla	nds		
NUMBER OF	7.	SOLE VOTING POWER		
SHARES		0		
BENEFICIALLY	8.	SHARED VOTING POWER		
OWNED BY		0 Class A Ordinary Shares		
EACH	9.	SOLE DISPOSITIVE POWER		
REPORTING		0		
PERSON	10.	SHARED DISPOSITIVE POWER		
WITH		0 Class A Ordinary Shares		
11.	AGGREGA	TE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Oi	rdinary Shares		
12.		THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)			
	0%			
14.	TYPE OF REPORTING PERSON (See Instructions)			
	CO			
L				

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) ⊠ (b) □			
3.	SEC USE O	NLY		
4.	SOURCE OF FUNDS			
	00			
5.	CHECK IF I	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.	CITIZENSH	IP OR PLACE OF ORGANIZATION		
	Cayman Isla	nds		
NUMBER OF	7.	SOLE VOTING POWER		
SHARES		0		
BENEFICIALLY	8.	SHARED VOTING POWER		
OWNED BY		0 Class A Ordinary Shares		
EACH	9.	SOLE DISPOSITIVE POWER		
REPORTING		0		
PERSON	10.	SHARED DISPOSITIVE POWER		
WITH		0 Class A Ordinary Shares		
11.	AGGREGA	TE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Oı	rdinary Shares		
12.	CHECK IF T	THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)			
	0%			
14.	TYPE OF REPORTING PERSON (See Instructions)			
	СО			

1.	NAME	OF REP	ORTING PERSON		
	QUAN	ZHOU			
2.	CHECK	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
		a) $\boxtimes$ (b) $\Box$			
3.	SEC US	SE ONLY	Y		
4.	SOURC	SOURCE OF FUNDS			
	00				
5.	CHECK	K IF DIS	CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.			OR PLACE OF ORGANIZATION		
			America		
NUMBER OF		7.	Sole Voting Power		
SHARES					
BENEFICIALL	Y	8.	Shared Voting Power		
OWNED BY			0 Class A Ordinary Shares		
EACH REPORTING		9.	Sole Dispositive Power		
PERSON		10			
WITH		10.	Shared Dispositive Power		
	ACCDI		0 Class A Ordinary Shares AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
11			ary Shares		
12.			E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
12.			AGGREGALE AMOUNT IN ROW (11) EACLODES CERTAIN SHARES (SEE IIISIIUCIIOIIS)		
13.					
13.	PERCE	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%			
14.		DF REPO	ORTING PERSON (See Instructions)		
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I	'				

1.	NAME OF REPORTING PERSON				
	CHI SING HO				
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)				
	(a) 🛛 (b) 🗆	a) 🗵 (b) 🗆			
3.	SEC USE ON	VLY			
4.	SOURCE OF	FUNDS			
	00				
5.	CHECK IF D	VISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)			
6.		IP OR PLACE OF ORGANIZATION			
	Canada				
NUMBER OF	7.	Sole Voting Power			
SHARES		0 Class A Ordinary Shares			
BENEFICIALLY	8.	Shared Voting Power			
OWNED BY		0 Class A Ordinary Shares			
EACH REPORTING	9.	Sole Dispositive Power			
PERSON	10	0 Class A Ordinary Shares			
WITH	10.	Shared Dispositive Power 0 Class A Ordinary Shares			
11	ACCRECAT	E AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
12.	0 Class A Ordinary Shares CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)				
12.		THE AGOREGATE AMOUNT IN NOW (TT) EXCEODES CERTAIN STIARES (SEE Instructions)			
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)				
	0%				
14.	TYPE OF REPORTING PERSON (See Instructions)				
	IN				

1.	NAME OF REPORTING PERSON			
	DONGLIANG LIN			
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) ⊠ (b) □			
3.	SEC USE ONLY			
4.	SOURCE OF FUNDS			
	00			
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)			
•••	CITIZENSHIP OR PLACE OF ORGANIZATION			
	People's Republic of China			
NUMBER OF	7. SOLE VOTING POWER			
SHARES	0 Class A Ordinary Shares			
BENEFICIALLY				
OWNED BY	0 Class A Ordinary Shares			
EACH	9. SOLE DISPOSITIVE POWER			
REPORTING	0 Class A Ordinary Shares			
PERSON WITH	10. SHARED DISPOSITIVE POWER			
	0 Class A Ordinary Shares			
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	0 Class A Ordinary Shares			
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
13.				
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%			
	TYPE OF REPORTING PERSON (See Instructions)			
	IN			
<u> </u>	μη			

1.	NAME OF F	REPORTING PERSON		
	Quartz Fortune Limited			
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) 🛛 (b) 🗆			
3.	SEC USE OI	NLY		
4.	SOURCE OI	FUNDS		
	AF			
5.	CHECK IF I	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.		IP OR PLACE OF ORGANIZATION		
	British Virgi			
NUMBER OF				
SHARES		0 Class A Ordinary Shares		
BENEFICIALLY	<b>8.</b>	SHARED VOTING POWER		
OWNED BY				
EACH	9.	SOLE DISPOSITIVE POWER		
REPORTING	o Glass II ordinary bilares			
PERSON	10.	SHARED DISPOSITIVE POWER		
WITH		0 Class A Ordinary Shares		
		E AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
		dinary Shares		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
12				
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)			
	TYPE OF REPORTING PERSON (See Instructions)			
	CO			

1.	NAME OF REPORTING PERSON			
	IDG Ultimate Global Limited			
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) 🗵 (b) 🗆			
3.	SEC USE ON	VLY		
4.	SOURCE OF	FUNDS		
	AF			
5.	CHECK IF D	VISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
6.	CITIZENSHI	IP OR PLACE OF ORGANIZATION		
	British Virgir	n Islands		
NUMBER OF	7.	SOLE VOTING POWER		
SHARES		0 Class A Ordinary Shares		
BENEFICIALLY	8.	SHARED VOTING POWER		
OWNED BY		0 Class A Ordinary Shares		
EACH	9.	SOLE DISPOSITIVE POWER		
REPORTING		0 Class A Ordinary Shares		
PERSON	10.	SHARED DISPOSITIVE POWER		
WITH		0 Class A Ordinary Shares		
11.	AGGREGAT	E AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	0 Class A Ore	dinary Shares		
12.	CHECK IF T	HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)			
	0%			
14.	TYPE OF REPORTING PERSON (See Instructions)			
	СО			

1.	NAME OF REPORTING PERSON			
	Velda Power Limited			
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) ⊠ (b) □			
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)			
	CITIZENSHIP OR PLACE OF ORGANIZATION			
-	British Virgin Islands			
NUMBER OF	7. SOLE VOTING POWER			
SHARES	0 Class A Ordinary Shares			
BENEFICIALLY				
OWNED BY	0 Class A Ordinary Shares			
EACH	9. SOLE DISPOSITIVE POWER			
REPORTING PERSON	0 Class A Ordinary Shares			
WITH	10. SHARED DISPOSITIVE POWER			
	0 Class A Ordinary Shares			
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	0 Class A Ordinary Shares CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See instructions) $\Box$			
13.	LI DEDCENT OF CLASS DEDDESENTED DV AMOUNT IN DOW (11)			
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%			
	TYPE OF REPORTING PERSON (See Instructions)			
	CO			
L				

1.	NAME OF REPORTING PERSON			
	Clever Sight Limited			
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	a) ⊠ (b) □			
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)			
	CITIZENSHIP OR PLACE OF ORGANIZATION			
	British Virgin Islands			
NUMBER OF	7. SOLE VOTING POWER			
SHARES	0 Class A Ordinary Shares			
BENEFICIALLY	8. SHARED VOTING POWER			
OWNED BY	0 Class A Ordinary Shares			
EACH	9. SOLE DISPOSITIVE POWER			
REPORTING	0 Class A Ordinary Shares			
PERSON	10. SHARED DISPOSITIVE POWER			
WITH	0 Class A Ordinary Shares			
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	) Class A Ordinary Shares			
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
10				
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)			
	TYPE OF REPORTING PERSON (See Instructions)			
	СО			

#### **Introductory Note**

This Amendment No. 4 ("<u>Amendment No. 4</u>") amends the statement on Schedule 13D filed with the Securities and Exchange Commission ("<u>SEC</u>") on November 17, 2015, as amended by Amendment No. 1 to Schedule 13D filed by the SEC on November 1, 2018, further amended by Amendment No. 2 to Schedule 13D filed by the SEC on December 18, 2018, and further amended by Amendment No. 3 to Schedule 13D filed by the SEC on December 2, 2019 (the "<u>Original Schedule 13D</u>"). 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 4. Purpose of Transaction.

The information in Item 4 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

On January 28, 2022 ACE SMART INVESTMENTS LIMITED ("<u>ACE</u>") and Chuang Xi entered into a Share Transfer Agreement (the "<u>Chuang Xi</u> <u>STA</u>"), pursuant to which, subject to the terms and conditions therein, Chuang Xi shall transfer and sell and ACE shall purchase 47,788 American Depository Shares of the Issuer (the "<u>ADSs</u>"), representing 477,880 Class A Ordinary Shares, at the price of \$5.83 per ADS, for an aggregate purchase price of \$278,604.04. The settlement date of the sale is January 31, 2022.

On January 28, 2022, ACE and Clever Sight entered into a Share Transfer Agreement (the "<u>Clever Sight STA</u>"), pursuant to which, subject to the terms and conditions therein, Clever Sight shall transfer and sell and ACE shall purchase 340,736 ADSs, representing 3,407,360 Class A Ordinary Shares, at the price of \$5.83 per ADS, for an aggregate purchase price of \$1,986,490.88. The settlement date of the sale is January 31, 2022.

On January 28, 2022, ACE and IDG Alternative entered into a Share Transfer Agreement (the "<u>IDG Alternative STA</u>"), pursuant to which, subject to the terms and conditions therein, IDG Alternative shall transfer and sell and ACE shall purchase 48,000 ADSs, representing 480,000 Class A Ordinary Shares, at the price of \$5.83 per ADS, for an aggregate purchase price of \$279,840.00. The settlement date of the sale is January 31, 2022.

On January 28, 2022, ACE and IDG-Accel China Capital Investors L.P. entered into a Share Transfer Agreement (the "<u>IDG-Accel Investors STA</u>"), pursuant to which, subject to the terms and conditions therein, IDG-Accel China Capital Investors L.P. shall transfer and sell and ACE shall purchase 9,769 ADSs, representing 97,690 Class A Ordinary Shares, at the price of \$5.83 per ADS, for an aggregate purchase price of \$56,953.27. The settlement date of the sale is January 31, 2022.

On January 28, 2022, ACE and IDG-Accel China Capital L.P. entered into a Share Transfer Agreement (together with the Chuang Xi STA, the Clever Sight STA, the IDG Alternative STA and the IDG-Accel Investors STA, the "<u>Share Transfer Agreements</u>"), pursuant to which, subject to the terms and conditions therein, IDG-Accel China Capital L.P. shall transfer and sell and ACE shall purchase 211,606 ADSs, representing 2,116,060 Class A Ordinary Shares, at the price of \$5.83 per ADS, for an aggregate purchase price of \$1,233,662.98. The settlement date of the sale is January 31, 2022.

As previously filed by the Issuer on Form 6-K on September 28, 2021, the Issuer, China Index Holdings Limited ("<u>CIH</u>") and each of (i) IDG Ultimate, (ii) Quartz Fortune, (iii) Velda Power ((i)-(iii) collectively, the "<u>Note Holders</u>"), respectively, have entered into a settlement deed dated as of August 20, 2021 (each, a "<u>Settlement Deed</u>"), pursuant to which the Issuer and CIH shall each bear half and together repay the Note Holders 50% of the outstanding principal under their Convertible Notes and accrued interest on September 30, 2021 and the remaining 50% of the outstanding principal and accrued interest on December 31, 2021, in full and final settlement of the Issuer's indebtedness under their Convertible Notes. Accordingly, the Issuer shall repay a total of \$70,716,813 to the Note Holders by December 31, 2021.

After giving effect to the Share Transfer Agreements and the Settlement Deeds, the Reporting Persons no longer hold any issued and outstanding Class A Ordinary Shares or other securities of the Issuer. This is the final amendment to the Original Schedule 13D, and an exit filing for the Reporting Persons.

#### Item 5. Interest in Securities of the Issuer

The information in Items 5(a), 5(b), 5(c) and 5(e) of the Original Schedule 13D is hereby amended and restated as follows:

(a)-(b) As of the date hereof, and after giving effect to the Share Transfer Agreements and the Settlement Deeds, the Reporting Persons no longer hold any issued and outstanding Class A Ordinary Shares or other securities of the Issuer.

(c) There have been no transactions in the shares of the Class A Ordinary Shares during the sixty days prior to the date hereof by the Reporting Persons, other than as disclosed herein.

(e) As of the date hereof, and after giving effect to the Share Transfer Agreements and the Settlement Deeds, the Reporting Persons no longer hold any issued and outstanding Class A Ordinary Shares or other securities of the Issuer.

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

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

The description of the Share Transfer Agreements or the Settlement Deeds does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Share Transfer Agreements or the Settlement Deeds, which is filed as part of this Amendment No. 4 and incorporated by reference herein.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

#### Item 7. Material to be Filed as Exhibits.

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

#### Exhibit Description

- A <u>Share Transfer Agreement, dated January 28, 2022, by and between ACE SMART INVESTMENTS LIMITED and Chuang Xi Capital Holdings</u> Limited
- B Share Transfer Agreement, dated January 28, 2022, by and between ACE SMART INVESTMENTS LIMITED and Clever Sight Limited
- C <u>Share Transfer Agreement, dated January 28, 2022, by and between ACE SMART INVESTMENTS LIMITED and IDG Alternative Global</u> <u>Limited</u>
- D Share Transfer Agreement, dated January 28, 2022, by and between ACE SMART INVESTMENTS LIMITED and IDG-Accel China Capital Investors L.P.

- E Share Transfer Agreement, dated January 28, 2022, by and between ACE SMART INVESTMENTS LIMITED and IDG-Accel China Capital L.P.
- F Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and IDG Ultimate Global Limited, dated August 20, 2021 (incorporated by reference to Exhibit 99.4 to Form 6-K filed by Fang Holdings Limited on September 28, 2021)
- G <u>Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and Quartz Fortune Limited, dated August 20, 2021</u> (incorporated by reference to Exhibit 99.5 to Form 6-K filed by Fang Holdings Limited on September 28, 2021)
- H <u>Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and Velda Power Limited, dated August 20, 2021</u> (incorporated by reference to Exhibit 99.6 to Form 6-K filed by Fang Holdings Limited on September 28, 2021)

#### 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.

Date: February 1, 2022

#### **IDG ALTERNATIVE GLOBAL LIMITED**

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Director

## **IDG MAXIMUM FINANCIAL LIMITED**

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Director

### BLINKMAX LIMITED

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

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

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Authorized Signatory

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

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Authorized Signatory

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

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

## IDG-ACCEL CHINA CAPITAL GP ASSOCIATES LTD.

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Director

## CHUANG XI CAPITAL HOLDINGS LIMITED

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Director

# IDG CHINA CAPITAL FUND III L.P.

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Authorized Signatory

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

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Authorized Signatory

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

By: /s/ Hugo SHONG Name: Hugo SHONG Title: Authorized Signatory

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

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

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

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

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

By: /s/ Hugo SHONG Name: Hugo SHONG Title: Authorized Signatory

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

By: /s/ Chi Sing HO

Name: Chi Sing HO Title: Director

## QUAN ZHOU

By: /s/ Quan Zhou Name: Quan Zhou

# CHI SING HO

By: /s/ Chi Sing Ho

Name: Chi Sing Ho

## DONGLIANG LIN

By: /s/ Dongliang Lin
Name: Dongliang Lin

# QUARTZ FORTUNE LIMITED

By: /s/ Chi Sing Ho

Name: Chi Sing Ho Title: Director

## IDG ULTIMATE GLOBAL LIMITED

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

## VELDA POWER LIMITED

By: /s/ Chi Sing Ho

Name: Chi Sing Ho Title: Director

## **CLEVER SIGHT LIMITED**

By: /s/ Chi Sing Ho

Name:Chi Sing HoTitle:Director

#### SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this "**Agreement**"), dated as of January 28, 2022 is entered into by and among Chuang Xi Capital Holdings Limited (the "**Transferor**"), a company incorporated under the laws of the British Virgin Islands, and ACE SMART INVESTMENTS LIMITED (the "**Transferee**"), a company incorporated in Hong Kong wholly-owned by Mr. Vincent Tianquan Mo (together with the Transferor, the "**Parties**" and each a "**Party**").

### RECITALS

WHEREAS, the Transferor holds 47,788 American Depository Shares (the "**ADS**") of Fang Holdings Limited which represents 477,880 class A ordinary shares (the "**Shares**") of Fang Holdings Limited (the "**Company**").

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

It is agreed that:

### **1. SALE AND PURCHASE OF SHARES**

- 1.1 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares in consideration of the Transfer Price set out in clause 2.
- 1.2 For the avoidance of doubt, the Shares shall be sold and purchased with all rights and obligations attached according to the currently effective constitutional documents of the Company.
- 1.3 The sale and purchase of the Shares shall become effective upon the later of (i) execution of this Agreement by both Parties, and (ii) the Transferor's receipt of the Transfer Price paid by the Transferee.

## 2. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at the price of USD 5.83 per ADS, amounting to an aggregate purchase price for such Shares of USD 278,604.04 (the "**Transfer Price**").

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#### **3. TRANSFER PRICE PAYMENT**

On the same day within thirty (30) days after the date hereof, the Transferee shall pay the Transfer Price by wire transfer of immediately available funds to the bank account specified by the Transferor, and the Shares shall be delivered by Transferor to Transferee on such date on a delivery versus payment basis. Settlement accounts of each Party is set forth in Exhibit A attached hereto. The Transferee shall ensure the Transfer Price to be received by the Transferor on the same day.

The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee.

## 4. WARRANTIES AND INDEMNITIES

It is agreed that:

- 4.1 All title over the Shares shall be transferred from the Transferrot to the Transferee in consideration of the Transfer Price set out in clause 2.
- 4.2 The Transferor warrants that it is the legal and beneficial owner of the Shares and is entitled to all rights attached to the Shares according to the currently effective constitutional documents of the Company.
- 4.3 The Transferor warrants that the Shares are free from and clear of all liens or any other third-party rights.
- 4.4 Each Party hereby represents that it has all necessary powers and approvals to enter into this Agreement and is participating in the transactions contemplated hereunder in compliance with applicable laws in all material respects.
- 4.5 Each Party hereby declares that it is not aware of any matter within their control which might have any material adverse effect upon the performance of their obligations under this Agreement.
- 4.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
- 4.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any Party does not constitute a waiver of those rights.
- 4.8 Each Party hereby warrants that it will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.

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- 4.9 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.
- 4.10 The heading titles contained within in this Agreement are included as a drafting reference only and for ease of reference, and are not to be considered as part of this Agreement.
- 4.11 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 4.12 Each Party hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the other Party against any and all losses howsoever caused arising from a breach of its warranties, covenants or other terms of this Agreement.

### **5. TERMINATION**

5.1 This Agreement may be terminated by the relevant Party as follows:

- (i) if the Transfer of Shares has not been effective within 15 business days after the execution of this Agreement (the "**Longstop Date**"), any Party shall have the right to terminate this Agreement with respect to its own rights and obligations;
- (ii) by any Party, by written notice to the other Party if there has been a material misrepresentation or material breach of a covenant or other terms of this Agreement on the part of the other Party; and
- (iii) at any time on or prior to the Transfer, the Parties may, by mutual written consent, terminate this Agreement.

Notwithstanding the foregoing, the right to terminate this Agreement pursuant to this Section 5.1 shall not be available to any Party whose failure to perform any of its obligations under this Agreement shall have resulted in the failure of the Transfer to be consummated on or before the Longstop Date.

5.2 If this Agreement is terminated pursuant to Section 5.1, all obligations of the Parties hereunder shall terminate and cease to be of further force or effect, provided that Sections 4.7, 4.9 to 4.12, 7 and 8 shall survive the termination of this Agreement and remain in full force and effect. Upon termination of this Agreement, no Party shall have any claim against other Parties to this Agreement, provided, however, that the termination of this Agreement for any reason shall not release any Party from any liability that has already accrued as of the effective

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date of such termination, and shall not constitute a waiver of, or otherwise adversely affect, any rights, remedies or claims which a Party may have hereunder or which may arise out of such termination.

#### 6. AMENDMENT

This Agreement may be amended in writing by both Parties.

#### 7. NOTICES

Notices served pursuant to any term of this Agreement must be served in writing and will be served only if it handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

The addresses of each Party are set forth as below:

If to the Transferor: Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China Attn: Yu Cui Email: yu\_cui@idgcapital.com Tel: +86 21 8033 6586

If to the Transferee: Address: Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, The People's Republic of China Attn: Lu Zheng Email: zhenglu@upskyhotel.com Tel: +86 10 5631 9481

Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

## 8. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

- 8.1 This agreement (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 8.2 In the event the Parties are unable to settle a dispute between them regarding this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement)



through negotiation, such dispute shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the "**HKIAC**") for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force at the time of the initiation of the arbitration, which rules are deemed to be incorporated by reference into this Section 8.2.

[The remainder of this page has been left intentionally blank]

# IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Vincent Tianquan Mo ACE SMART INVESTMENTS LIMITED By: Vincent Tianquan Mo, Director

Signature Page to Share Transfer Agreement

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho Chuang Xi Capital Holdings Limited By: Chi Sing Ho, Director

Exhibit A to Share Transfer Agreement

#### SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this "**Agreement**"), dated as of January 28, 2022 is entered into by and among Clever Sight Limited (the "**Transferor**"), a company incorporated under the laws of the British Virgin Islands, and ACE SMART INVESTMENTS LIMITED (the "**Transferee**"), a company incorporated in Hong Kong wholly-owned by Mr. Vincent Tianquan Mo (together with the Transferor, the "**Parties**" and each a "**Party**").

#### RECITALS

WHEREAS, the Transferor holds 340,736 American Depository Shares (the "**ADS**") of Fang Holdings Limited which represents 3,407,360 class A ordinary shares (the "**Shares**") of Fang Holdings Limited (the "**Company**").

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

It is agreed that:

### **1. SALE AND PURCHASE OF SHARES**

- 1.1 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares in consideration of the Transfer Price set out in clause 2.
- 1.2 For the avoidance of doubt, the Shares shall be sold and purchased with all rights and obligations attached according to the currently effective constitutional documents of the Company.
- 1.3 The sale and purchase of the Shares shall become effective upon the later of (i) execution of this Agreement by both Parties, and (ii) the Transferor's receipt of the Transfer Price paid by the Transferee.

## 2. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at the price of USD 5.83 per ADS, amounting to an aggregate purchase price for such Shares of USD 1,986,490.88 (the "**Transfer Price**").

1

# **3. TRANSFER PRICE PAYMENT**

On the same day within thirty (30) days after the date hereof, the Transferee shall pay the Transfer Price by wire transfer of immediately available funds to the bank account specified by the Transferor, and the Shares shall be delivered by Transferor to Transferee on such date on a delivery versus payment basis. Settlement accounts of each Party is set forth in Exhibit A attached hereto. The Transferee shall ensure the Transfer Price to be received by the Transferor on the same day.

The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee.

## 4. WARRANTIES AND INDEMNITIES

It is agreed that:

- 4.1 All title over the Shares shall be transferred from the Transferor to the Transferee in consideration of the Transfer Price set out in clause 2.
- 4.2 The Transferor warrants that it is the legal and beneficial owner of the Shares and is entitled to all rights attached to the Shares according to the currently effective constitutional documents of the Company.
- 4.3 The Transferor warrants that the Shares are free from and clear of all liens or any other third-party rights.
- 4.4 Each Party hereby represents that it has all necessary powers and approvals to enter into this Agreement and is participating in the transactions contemplated hereunder in compliance with applicable laws in all material respects.
- 4.5 Each Party hereby declares that it is not aware of any matter within their control which might have any material adverse effect upon the performance of their obligations under this Agreement.
- 4.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
- 4.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any Party does not constitute a waiver of those rights.
- 4.8 Each Party hereby warrants that it will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.
- 4.9 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.

- 4.10 The heading titles contained within in this Agreement are included as a drafting reference only and for ease of reference, and are not to be considered as part of this Agreement.
- 4.11 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 4.12 Each Party hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the other Party against any and all losses howsoever caused arising from a breach of its warranties, covenants or other terms of this Agreement.

#### 5. TERMINATION

5.1 This Agreement may be terminated by the relevant Party as follows:

- (i) if the Transfer of Shares has not been effective within 15 business days after the execution of this Agreement (the "**Longstop Date**"), any Party shall have the right to terminate this Agreement with respect to its own rights and obligations;
- (ii) by any Party, by written notice to the other Party if there has been a material misrepresentation or material breach of a covenant or other terms of this Agreement on the part of the other Party; and
- (iii) at any time on or prior to the Transfer, the Parties may, by mutual written consent, terminate this Agreement.

Notwithstanding the foregoing, the right to terminate this Agreement pursuant to this Section 5.1 shall not be available to any Party whose failure to perform any of its obligations under this Agreement shall have resulted in the failure of the Transfer to be consummated on or before the Longstop Date.

5.2 If this Agreement is terminated pursuant to Section 5.1, all obligations of the Parties hereunder shall terminate and cease to be of further force or effect, provided that Sections 4.7, 4.9 to 4.12, 7 and 8 shall survive the termination of this Agreement and remain in full force and effect. Upon termination of this Agreement, no Party shall have any claim against other Parties to this Agreement, provided, however, that the termination of this Agreement for any reason shall not release any Party from any liability that has already accrued as of the effective date of such termination, and shall not constitute a waiver of, or otherwise adversely affect, any rights, remedies or claims which a Party may have hereunder or which may arise out of such termination.

## 6. AMENDMENT

This Agreement may be amended in writing by both Parties.

## 7. NOTICES

Notices served pursuant to any term of this Agreement must be served in writing and will be served only if it handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

The addresses of each Party are set forth as below:

If to the Transferor: Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China Attn: Yu Cui Email: yu\_cui@idgcapital.com Tel: +86 21 8033 6586

If to the Transferee: Address: Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, The People's Republic of China Attn: Lu Zheng Email: zhenglu@upskyhotel.com Tel: +86 10 5631 9481

Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

# 8. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

- 8.1 This agreement (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 8.2 In the event the Parties are unable to settle a dispute between them regarding this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) through negotiation, such dispute shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the "**HKIAC**") for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force at the time of the initiation

of the arbitration, which rules are deemed to be incorporated by reference into this Section 8.2.

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each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Vincent Tianquan Mo ACE SMART INVESTMENTS LIMITED By: Vincent Tianquan Mo, Director

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho Clever Sight Limited By: Chi Sing Ho, Director

## Exhibit A Settlement Accounts

Exhibit A to Share Transfer Agreement

#### SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this "**Agreement**"), dated as of January 28, 2022 is entered into by and among IDG Alternative Global Limited (the "**Transferor**"), a company incorporated under the laws of the British Virgin Islands, and ACE SMART INVESTMENTS LIMITED (the "**Transferee**"), a company incorporated in Hong Kong wholly-owned by Mr. Vincent Tianquan Mo (together with the Transferor, the "**Parties**" and each a "**Party**").

#### RECITALS

WHEREAS, the Transferor holds 48,000 American Depository Shares (the "**ADS**") of Fang Holdings Limited which represents 480,000 class A ordinary shares (the "**Shares**") of Fang Holdings Limited (the "**Company**").

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

It is agreed that:

### **1. SALE AND PURCHASE OF SHARES**

- 1.1 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares in consideration of the Transfer Price set out in clause 2.
- 1.2 For the avoidance of doubt, the Shares shall be sold and purchased with all rights and obligations attached according to the currently effective constitutional documents of the Company.
- 1.3 The sale and purchase of the Shares shall become effective upon the later of (i) execution of this Agreement by both Parties, and (ii) the Transferor's receipt of the Transfer Price paid by the Transferee.

# 2. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at the price of USD 5.83 per ADS, amounting to an aggregate purchase price for such Shares of USD 279,840.00 (the "**Transfer Price**").

#### **3. TRANSFER PRICE PAYMENT**

On the same day within thirty (30) days after the date hereof, the Transferee shall pay the Transfer Price by wire transfer of immediately available funds to the bank account specified by the Transferor, and the Shares shall be delivered by Transferor to Transferee on such date on a delivery versus payment basis. Settlement accounts of each Party is set forth in Exhibit A attached hereto. The Transferee shall ensure the Transfer Price to be received by the Transferor on the same day.

The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee.

## 4. WARRANTIES AND INDEMNITIES

It is agreed that:

- 4.1 All title over the Shares shall be transferred from the Transferrot to the Transferee in consideration of the Transfer Price set out in clause 2.
- 4.2 The Transferor warrants that it is the legal and beneficial owner of the Shares and is entitled to all rights attached to the Shares according to the currently effective constitutional documents of the Company.
- 4.3 The Transferor warrants that the Shares are free from and clear of all liens or any other third-party rights.
- 4.4 Each Party hereby represents that it has all necessary powers and approvals to enter into this Agreement and is participating in the transactions contemplated hereunder in compliance with applicable laws in all material respects.
- 4.5 Each Party hereby declares that it is not aware of any matter within their control which might have any material adverse effect upon the performance of their obligations under this Agreement.
- 4.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
- 4.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any Party does not constitute a waiver of those rights.
- 4.8 Each Party hereby warrants that it will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.

- 4.9 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.
- 4.10 The heading titles contained within in this Agreement are included as a drafting reference only and for ease of reference, and are not to be considered as part of this Agreement.
- 4.11 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 4.12 Each Party hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the other Party against any and all losses howsoever caused arising from a breach of its warranties, covenants or other terms of this Agreement.

#### **5. TERMINATION**

5.1 This Agreement may be terminated by the relevant Party as follows:

- (i) if the Transfer of Shares has not been effective within 15 business days after the execution of this Agreement (the "**Longstop Date**"), any Party shall have the right to terminate this Agreement with respect to its own rights and obligations;
- (ii) by any Party, by written notice to the other Party if there has been a material misrepresentation or material breach of a covenant or other terms of this Agreement on the part of the other Party; and
- (iii) at any time on or prior to the Transfer, the Parties may, by mutual written consent, terminate this Agreement.

Notwithstanding the foregoing, the right to terminate this Agreement pursuant to this Section 5.1 shall not be available to any Party whose failure to perform any of its obligations under this Agreement shall have resulted in the failure of the Transfer to be consummated on or before the Longstop Date.

5.2 If this Agreement is terminated pursuant to Section 5.1, all obligations of the Parties hereunder shall terminate and cease to be of further force or effect, provided that Sections 4.7, 4.9 to 4.12, 7 and 8 shall survive the termination of this Agreement and remain in full force and effect. Upon termination of this Agreement, no Party shall have any claim against other Parties to this Agreement, provided, however, that the termination of this Agreement for any reason shall not release any Party from any liability that has already accrued as of the effective

date of such termination, and shall not constitute a waiver of, or otherwise adversely affect, any rights, remedies or claims which a Party may have hereunder or which may arise out of such termination.

#### 6. AMENDMENT

This Agreement may be amended in writing by both Parties.

#### 7. NOTICES

Notices served pursuant to any term of this Agreement must be served in writing and will be served only if it handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

The addresses of each Party are set forth as below:

If to the Transferor: Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China Attn: Yu Cui Email: yu\_cui@idgcapital.com Tel: +86 21 8033 6586

If to the Transferee: Address: Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, The People's Republic of China Attn: Lu Zheng Email: zhenglu@upskyhotel.com Tel: +86 10 5631 9481

Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

# 8. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

- 8.1 This agreement (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 8.2 In the event the Parties are unable to settle a dispute between them regarding this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement)



through negotiation, such dispute shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the "**HKIAC**") for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force at the time of the initiation of the arbitration, which rules are deemed to be incorporated by reference into this Section 8.2.

[The remainder of this page has been left intentionally blank]

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Vincent Tianquan Mo ACE SMART INVESTMENTS LIMITED By: Vincent Tianquan Mo, Director

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho IDG Alternative Global Limited By: Chi Sing Ho, Director

## Exhibit A Settlement Accounts

Exhibit A to Share Transfer Agreement

#### SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this "**Agreement**"), dated as of January 28, 2022 is entered into by and among IDG-Accel China Capital Investors L.P. (the "**Transferor**"), a limited partnership under the laws of the Cayman Islands and ACE SMART INVESTMENTS LIMITED (the "**Transferee**"), a company incorporated in Hong Kong wholly-owned by Mr. Vincent Tianquan Mo (together with the Transferor, the "**Parties**" and each a "**Party**").

#### RECITALS

WHEREAS, the Transferor holds 9,769 American Depository Shares (the "ADS") of Fang Holdings Limited which represents 97,690 class A ordinary shares (the "Shares") of Fang Holdings Limited (the "Company").

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

It is agreed that:

### **1. SALE AND PURCHASE OF SHARES**

- 1.1 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares in consideration of the Transfer Price set out in clause 2.
- 1.2 For the avoidance of doubt, the Shares shall be sold and purchased with all rights and obligations attached according to the currently effective constitutional documents of the Company.
- 1.3 The sale and purchase of the Shares shall become effective upon the later of (i) execution of this Agreement by both Parties, and (ii) the Transferor's receipt of the Transfer Price paid by the Transferee.

## 2. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at the price of USD 5.83 per ADS, amounting to an aggregate purchase price for such Shares of USD 56,953.27 (the "**Transfer Price**").

1

# **3. TRANSFER PRICE PAYMENT**

On the same day within thirty (30) days after the date hereof, the Transferee shall pay the Transfer Price by wire transfer of immediately available funds to the bank account specified by the Transferor, and the Shares shall be delivered by Transferor to Transferee on such date on a delivery versus payment basis. Settlement accounts of each Party is set forth in Exhibit A attached hereto. The Transferee shall ensure the Transfer Price to be received by the Transferor on the same day.

The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee.

## 4. WARRANTIES AND INDEMNITIES

It is agreed that:

- 4.1 All title over the Shares shall be transferred from the Transferor to the Transferee in consideration of the Transfer Price set out in clause 2.
- 4.2 The Transferor warrants that it is the legal and beneficial owner of the Shares and is entitled to all rights attached to the Shares according to the currently effective constitutional documents of the Company.
- 4.3 The Transferor warrants that the Shares are free from and clear of all liens or any other third-party rights.
- 4.4 Each Party hereby represents that it has all necessary powers and approvals to enter into this Agreement and is participating in the transactions contemplated hereunder in compliance with applicable laws in all material respects.
- 4.5 Each Party hereby declares that it is not aware of any matter within their control which might have any material adverse effect upon the performance of their obligations under this Agreement.
- 4.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
- 4.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any Party does not constitute a waiver of those rights.
- 4.8 Each Party hereby warrants that it will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.
- 4.9 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.

- 4.10 The heading titles contained within in this Agreement are included as a drafting reference only and for ease of reference, and are not to be considered as part of this Agreement.
- 4.11 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 4.12 Each Party hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the other Party against any and all losses howsoever caused arising from a breach of its warranties, covenants or other terms of this Agreement.

#### 5. TERMINATION

5.1 This Agreement may be terminated by the relevant Party as follows:

- (i) if the Transfer of Shares has not been effective within 15 business days after the execution of this Agreement (the "**Longstop Date**"), any Party shall have the right to terminate this Agreement with respect to its own rights and obligations;
- (ii) by any Party, by written notice to the other Party if there has been a material misrepresentation or material breach of a covenant or other terms of this Agreement on the part of the other Party; and
- (iii) at any time on or prior to the Transfer, the Parties may, by mutual written consent, terminate this Agreement.

Notwithstanding the foregoing, the right to terminate this Agreement pursuant to this Section 5.1 shall not be available to any Party whose failure to perform any of its obligations under this Agreement shall have resulted in the failure of the Transfer to be consummated on or before the Longstop Date.

5.2 If this Agreement is terminated pursuant to Section 5.1, all obligations of the Parties hereunder shall terminate and cease to be of further force or effect, provided that Sections 4.7, 4.9 to 4.12, 7 and 8 shall survive the termination of this Agreement and remain in full force and effect. Upon termination of this Agreement, no Party shall have any claim against other Parties to this Agreement, provided, however, that the termination of this Agreement for any reason shall not release any Party from any liability that has already accrued as of the effective date of such termination, and shall not constitute a waiver of, or otherwise adversely affect, any rights, remedies or claims which a Party may have hereunder or which may arise out of such termination.

## 6. AMENDMENT

This Agreement may be amended in writing by both Parties.

## 7. NOTICES

Notices served pursuant to any term of this Agreement must be served in writing and will be served only if it handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

The addresses of each Party are set forth as below:

If to the Transferor: Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China Attn: Yu Cui Email: yu\_cui@idgcapital.com Tel: +86 21 8033 6586

If to the Transferee: Address: Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, The People's Republic of China Attn: Lu Zheng Email: zhenglu@upskyhotel.com Tel: +86 10 5631 9481 Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

## 8. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

- 8.1 This agreement (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 8.2 In the event the Parties are unable to settle a dispute between them regarding this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) through negotiation, such dispute shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the "**HKIAC**") for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force at the time of the initiation

of the arbitration, which rules are deemed to be incorporated by reference into this Section 8.2.

[The remainder of this page has been left intentionally blank]

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Vincent Tianquan Mo ACE SMART INVESTMENTS LIMITED By: Vincent Tianquan Mo, Director

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho **IDG-Accel China Capital Investors L.P.** By: Chi Sing Ho, Authorized Signatory

## Exhibit A Settlement Accounts

Exhibit A to Share Transfer Agreement

#### SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this "**Agreement**"), dated as of January 28, 2022 is entered into by and among IDG-Accel China Capital L.P. (the "**Transferor**"), a limited partnership under the laws of the Cayman Islands and ACE SMART INVESTMENTS LIMITED (the "**Transferee**"), a company incorporated in Hong Kong wholly-owned by Mr. Vincent Tianquan Mo (together with the Transferor, the "**Parties**" and each a "**Party**").

#### RECITALS

WHEREAS, the Transferor holds 211,606 American Depository Shares (the "ADS") of Fang Holdings Limited which represents 2,116,060 class A ordinary shares (the "Shares") of Fang Holdings Limited (the "Company").

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

It is agreed that:

### **1. SALE AND PURCHASE OF SHARES**

- 1.1 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares in consideration of the Transfer Price set out in clause 2.
- 1.2 For the avoidance of doubt, the Shares shall be sold and purchased with all rights and obligations attached according to the currently effective constitutional documents of the Company.
- 1.3 The sale and purchase of the Shares shall become effective upon the later of (i) execution of this Agreement by both Parties, and (ii) the Transferor's receipt of the Transfer Price paid by the Transferee.

## 2. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at the price of USD 5.83 per ADS, amounting to an aggregate purchase price for such Shares of USD 1,233,662.98 (the "**Transfer Price**").

1

# **3. TRANSFER PRICE PAYMENT**

On the same day within thirty (30) days after the date hereof, the Transferee shall pay the Transfer Price by wire transfer of immediately available funds to the bank account specified by the Transferor, and the Shares shall be delivered by Transferor to Transferee on such date on a delivery versus payment basis. Settlement accounts of each Party is set forth in Exhibit A attached hereto. The Transferee shall ensure the Transfer Price to be received by the Transferor on the same day.

The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee.

## 4. WARRANTIES AND INDEMNITIES

It is agreed that:

- 4.1 All title over the Shares shall be transferred from the Transferor to the Transferee in consideration of the Transfer Price set out in clause 2.
- 4.2 The Transferor warrants that it is the legal and beneficial owner of the Shares and is entitled to all rights attached to the Shares according to the currently effective constitutional documents of the Company.
- 4.3 The Transferor warrants that the Shares are free from and clear of all liens or any other third-party rights.
- 4.4 Each Party hereby represents that it has all necessary powers and approvals to enter into this Agreement and is participating in the transactions contemplated hereunder in compliance with applicable laws in all material respects.
- 4.5 Each Party hereby declares that it is not aware of any matter within their control which might have any material adverse effect upon the performance of their obligations under this Agreement.
- 4.6 The rights, benefits, liabilities and responsibilities contained within the terms of this Agreement can be assigned by any Party with the prior written agreement of the other Party.
- 4.7 Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any Party does not constitute a waiver of those rights.
- 4.8 Each Party hereby warrants that it will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.
- 4.9 The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction laws and courts of that jurisdiction set out in clause 8 below.

- 4.10 The heading titles contained within in this Agreement are included as a drafting reference only and for ease of reference, and are not to be considered as part of this Agreement.
- 4.11 In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidity and striking out only that clause (or any part of any clause) only and shall not invalidate this Agreement in its entirety.
- 4.12 Each Party hereby irrevocably indemnifies and agrees to keep indemnified and hold harmless the other Party against any and all losses howsoever caused arising from a breach of its warranties, covenants or other terms of this Agreement.

#### 5. TERMINATION

5.1 This Agreement may be terminated by the relevant Party as follows:

- (i) if the Transfer of Shares has not been effective within 15 business days after the execution of this Agreement (the "**Longstop Date**"), any Party shall have the right to terminate this Agreement with respect to its own rights and obligations;
- (ii) by any Party, by written notice to the other Party if there has been a material misrepresentation or material breach of a covenant or other terms of this Agreement on the part of the other Party; and
- (iii) at any time on or prior to the Transfer, the Parties may, by mutual written consent, terminate this Agreement.

Notwithstanding the foregoing, the right to terminate this Agreement pursuant to this Section 5.1 shall not be available to any Party whose failure to perform any of its obligations under this Agreement shall have resulted in the failure of the Transfer to be consummated on or before the Longstop Date.

5.2 If this Agreement is terminated pursuant to Section 5.1, all obligations of the Parties hereunder shall terminate and cease to be of further force or effect, provided that Sections 4.7, 4.9 to 4.12, 7 and 8 shall survive the termination of this Agreement and remain in full force and effect. Upon termination of this Agreement, no Party shall have any claim against other Parties to this Agreement, provided, however, that the termination of this Agreement for any reason shall not release any Party from any liability that has already accrued as of the effective date of such termination, and shall not constitute a waiver of, or otherwise adversely affect, any rights, remedies or claims which a Party may have hereunder or which may arise out of such termination.

## 6. AMENDMENT

This Agreement may be amended in writing by both Parties.

## 7. NOTICES

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If to the Transferor: Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China Attn: Yu Cui Email: yu\_cui@idgcapital.com Tel: +86 21 8033 6586

If to the Transferee: Address: Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, The People's Republic of China Attn: Lu Zheng Email: zhenglu@upskyhotel.com Tel: +86 10 5631 9481

Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

# 8. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

- 8.1 This agreement (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 8.2 In the event the Parties are unable to settle a dispute between them regarding this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) through negotiation, such dispute shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the "**HKIAC**") for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force at the time of the initiation

of the arbitration, which rules are deemed to be incorporated by reference into this Section 8.2.

[The remainder of this page has been left intentionally blank]

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Vincent Tianquan Mo ACE SMART INVESTMENTS LIMITED By: Vincent Tianquan Mo, Director

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho IDG-Accel China Capital L.P. By: Chi Sing Ho, Authorized Signatory

## Exhibit A Settlement Accounts

Exhibit A to Share Transfer Agreement