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

**FORM 6-K**

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

**For the month of September 2021**

**Commission File Number: 001-34862**

**FANG HOLDINGS LIMITED**  
(Exact name of registrant as specified in its charter)

**Tower A, No. 20 Guogongzhuang Middle Street  
Fengtai District, Beijing 100070  
The People's Republic of China**  
(Address of principal executive offices)

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

Form 20-F  Form 40-F

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

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

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**SIGNATURES**

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

**FANG HOLDINGS LIMITED**

Date: September 28, 2021

By: /s/ Vincent Tianquan Mo  
Name: Vincent Tianquan Mo  
Title: Executive Chairman

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## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>Exhibit 99.1</u></a>	<a href="#"><u>Press Release dated September 28, 2021</u></a>
<a href="#"><u>Exhibit 99.2</u></a>	<a href="#"><u>Supplemental Agreement between Fang Holdings Limited and China Index Holdings Limited, dated September 24, 2021</u></a>
<a href="#"><u>Exhibit 99.3</u></a>	<a href="#"><u>Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and Safari Group CB Holdings Limited, dated June 25, 2021</u></a>
<a href="#"><u>Exhibit 99.4</u></a>	<a href="#"><u>Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and IDG Ultimate Global Limited, dated August 20, 2021</u></a>
<a href="#"><u>Exhibit 99.5</u></a>	<a href="#"><u>Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and Quartz Fortune Limited, dated August 20, 2021</u></a>
<a href="#"><u>Exhibit 99.6</u></a>	<a href="#"><u>Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and Velda Power Limited, dated August 20, 2021</u></a>
<a href="#"><u>Exhibit 99.7</u></a>	<a href="#"><u>Settlement Deed among Fang Holdings Limited, China Index Holdings Limited, and Fountain II Limited, dated September 22, 2021</u></a>

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**Fang Holdings Limited Announces Settlement Deeds with Convertible Notes Holders**

BEIJING, September 28, 2021 /PRNewswire/ — Fang Holdings Limited (NYSE: SFUN) (“Fang” or the “Company”), a leading real estate Internet portal in China, today announced that it has entered into settlement deeds (the “Settlement Deeds”) with China Index Holdings Limited (“CIH”) and the Company’s convertible notes holders, namely (1) Safari Group CB Holdings Limited, (2) IDG Ultimate Global Limited, (3) Quartz Fortune Limited, (4) Velda Power Limited, and (5) Fountain II Limited, in relation to the convertible notes issued by the Company in 2015 (the “Convertible Notes”), on (1) June 25, 2021, (2) August 20, 2021, (3) August 20, 2021, (4) August 20, 2021, and (5) September 22, 2021, respectively.

On November 13, 2020, a winding-up petition was presented to the Grand Court of the Cayman Islands against the Company by certain shareholders. As a result of the winding-up petition and pursuant to the terms of the Convertible Notes, the outstanding principal of, and accrued and unpaid interest on the Convertible Notes, which were originally due in 2022, became due and payable on December 13, 2020. CIH is liable for the payment obligations under the Convertible Notes pursuant to the guarantee provided by CIH to the Convertible Notes holders in connection with the CIH’s separation from Fang on June 11, 2019.

Pursuant to the Settlement Deeds, the Company and CIH will each bear half and together repay the Convertible Notes holders 50% of the outstanding principal under the Convertible Notes and accrued interest on September 30, 2021 and the remaining 50% and accrued interest on December 31, 2021, in full and final settlement of the Company’s indebtedness under the Convertible Notes. Accordingly, the Company will repay a total of US\$84,313,094 to the Convertible Notes holders by December 31, 2021.

Separately, the Company entered into a supplemental agreement with CIH on September 24, 2021, pursuant to which the Company has agreed to repay CIH the US\$84,313,094 borne by CIH under the Settlement Deeds by December 31, 2023.

**About Fang**

Fang operates a leading real estate Internet portal in China in terms of the number of page views and visitors to its websites. Through its websites, Fang provides primarily marketing, listing, leads generation and financial services for China’s fast-growing real estate and home furnishing and improvement sectors. Its user-friendly websites support active online communities and networks of users seeking information on, and value-added services for, the real estate and home furnishing and improvement sectors in China. Fang currently maintains approximately 71 offices to focus on local market needs and its website and database contains real estate related content covering 665 cities in China. For more information about Fang, please visit <http://ir.fang.com>.

**Safe Harbor Statements**

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements are made under the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “expects,” “is expected to,” “anticipates,” “aim,” “future,” “intends,” “plans,” “believes,” “are likely to,” “estimates,” “may,” “should” and similar expressions, and include, without limitation, statements regarding the pending winding-up petition against Fang and any related matters, and Fang’s future financial performance, revenue guidance, growth and growth rates, market position and continued business transformation. Such statements are based upon management’s current expectations and current market and operating conditions, and relate to events that involve known or unknown risks, uncertainties and other factors, all of which are difficult to predict and many of which are beyond the Fang’s control, which may cause its actual results, performance or achievements to differ materially from those in the forward-looking statements. Potential risks and uncertainties include, without limitation, the impact of Fang’s business development strategies, Fang’s ability to continue as a going concern in the future, the impact of the COVID-19 pandemic, and the impact of current and future government policies affecting China’s real estate market. Further information regarding these and other risks, uncertainties or factors is included in Fang’s filings with the U.S. Securities and Exchange Commission. Fang does not undertake any obligation to update any forward-looking statement as a result of new information, future events or otherwise, except as required under law.

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**For investor and media inquiries, please contact:**

**Ms. Jessie Yang**

Investor Relations Director

Email: [ir@fang.com](mailto:ir@fang.com)

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## Supplemental Agreement

THIS Agreement is dated 09/24/2021  
BETWEEN:

- (1) **FANG HOLDINGS LIMITED** (formerly SouFun Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 136949 whose registered office is at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road ("**Fang**"); and
- (2) **CHINA INDEX HOLDINGS LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 340560 whose registered office is at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. ("**CIH**"),

The aforesaid parties are hereinafter individually referred to as "a Party" and collectively "the Parties".

**WHEREAS:**

- (a) An event of default as defined under the Fang's Convertible Notes occurred on 13 December 2020 and 100% of the outstanding principal of, and accrued and unpaid interest on, the Notes automatically became due and payable on 13 December 2020.
- (b) Pursuant to a Letter of Guarantee dated 11 June 2019 entered into by Convertible note holders of Fang and CIH (the "Letter of Guarantee"), CIH guarantees Fang's Indebtedness under the Convertible Note, and the Letter of Guarantee may be enforced without first having recourse to Fang or any other person.
- (c) Fang and CIH have jointly signed the Settlement Deed with Safari Group CB Holdings Limited ("**SGCB**") on June 25th, 2021.
- (d) Fang and CIH have jointly signed the Settlement Deed with IDG Ultimate Global Limited ("**IDG Ultimate**"), Quartz Fortune Limited ("**Quartz Fortune**") and Velda Power Limited ("**Velda Power**") on August 20th, 2021.
- (e) Fang and CIH have jointly signed the Settlement Deed with Fountain II Limited ("**Fountain II**") on September 22nd, 2021.

NOW, THEREFORE, the Parties unanimously agree as follows:

1. The Parties unanimously agree and acknowledge that Fang promises to repay all the liabilities born by the CIH (\$84,313,094) under above settlement deeds no later than December 31th, 2023, no interest was will be accrued during repayment period.

2. In the event that Fang fails to make any payments to CIH in accordance with the timeline as stipulated in Clauses 1, unless otherwise agreed in writing by the Parties, the outstanding balance of Fang's Indebtedness shall accrue interest at one percent per annum and such unpaid amounts together with such interest thereon shall be immediately due and payable by Fang to CIH in full by way of transfer of funds for same day value to the Account without any action on the part of CIH.
3. This repayment may be prepaid in whole or in part at any time without penalty or premium. Upon the repayment by Fang of all of its obligations hereunder to the CIH, including, without limitation, the indebtedness evidenced hereby shall be deemed canceled and paid in full.
4. This Agreement shall be governed by, and construed in accordance with the laws of the Cayman Island without regard to principles of conflicts of law.
5. Any dispute, controversy, difference or claim arising out of or relating to this Agreement shall be resolved by the Parties in dispute through amicable consultation.
6. This Agreement shall come into force and become binding on the Parties upon the execution by the legal representatives, authorized signatories or the respective authorized representatives.

*[SIGNATURE PAGES FOLLOW]*

**EXECUTED and DELIVERED as an agreement**

For and on behalf of

**FANG HOLDINGS LIMITED**

By: /s/ Vincent Tianquan Mo

Vincent Tianquan Mo

Director

Signature Page to Supplemental Agreement

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**EXECUTED and DELIVERED as an agreement**

For and on behalf of

**CHINA INDEX HOLDINGS LIMITED**

By: /s/ Vincent Tianquan Mo

Vincent Tianquan Mo

Director

Signature Page to Supplemental Agreement

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**SAFARI GROUP CB HOLDINGS LIMITED**

**and**

**FANG HOLDINGS LIMITED**

**and**

**CHINA INDEX HOLDINGS LIMITED**

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**SETTLEMENT DEED**

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THIS DEED is dated 06/25/2021

**BETWEEN:**

- (1) **SAFARI GROUP CB HOLDINGS LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 302866 whose registered office is at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008 Cayman Islands (“**SGCB**”);
- (2) **FANG HOLDINGS LIMITED** (formerly SouFun Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 136949 whose registered office is at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road (“**Fang**”); and
- (3) **CHINA INDEX HOLDINGS LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 340560 whose registered office is at the offices of Maples Corporate Services Limited, PO Box 309, Umland House, Grand Cayman, KY1-1104, Cayman Islands. (“**CIH**”),

(each a “**Party**” and together the “**Parties**”).

**1. RECITALS**

- 1.1 Pursuant to a Subscription Agreement dated 17 September 2015 entered into by, among others, SGCB and Fang, SGCB purchased from Fang a Convertible Note dated 24 September 2015 by and between SGCB and Fang in an original aggregate principal amount of US\$72,000,000 (the “**Note**”).
- 1.2 On 13 November 2020, a winding-up petition was presented to the Grand Court of the Cayman Islands by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and Evenstar Special Situations Limited (together the “**Petitioners**”) against Fang in cause matter FSD 278 OF 2020 (ASCJ). The winding-up petition proceedings (the “**Proceedings**”) remain ongoing as of the date of this Deed.
- 1.3 Pursuant to Article 2.4(j) of the Note, an event of default as defined under the Note occurred thirty days after the presentation of the winding-up petition, i.e. on 13 December 2020 (the “**Event of Default**”). Consequently, 100% of the outstanding principal of, and accrued and unpaid interest on, the Note automatically became due and payable on 13 December 2020 pursuant to Article 2.5(a) of the Note.
- 1.4 In accordance with Article 2.5(b) of the Note, interest on any overdue instalments of accrued and unpaid interest and on the outstanding principal at any time after the outstanding principal has become due and payable has been accruing and shall continue to accrue at an annual interest rate of 2.5% (the “**Default Rate**”), being the interest rate of 1.5% borne by the Note (the “**Original Rate**”) plus one percent.
- 1.5 Accordingly, the total amount that is due and payable by Fang pursuant to the Note comprises of (i) principal of US\$72,000,000 (the “**Principal**”); (ii) interest in the sum of US\$218,959 accrued between 30 September 2020 and 13 December 2020 at the Original Rate; and (iii) default interest on any accrued and unpaid interest and the outstanding balance of the Principal, which has been accruing at the Default Rate since 14 December 2020 until payment in full of all sums outstanding upon the Note is made (the “**Indebtedness**”).

- 1.6 Prior to the Event of Default occurring, Fang's next scheduled interest payment was in the sum of US\$540,000 on 31 March 2021, being the latest Interest Payment Date as defined under the Note (the "**March Interest Payment Date**"). Due to the Event of Default, the interest due on the Note at the March Interest Payment Date was US\$752,000. As of the date of this Deed, a partial payment of outstanding interest in the amount of US\$540,000 has been paid, and none of the outstanding Principal, has been paid to SGCB.
- 1.7 Pursuant to a Letter of Guarantee dated 11 June 2019 entered into by SGCB and CIH, (the "**Letter of Guarantee**"), CIH guarantees Fang's Indebtedness under the Convertible Note, and the Letter of Guarantee may be enforced without first having recourse to Fang or any other person.
- 1.8 Subject to the terms of this Deed as set out below, the Parties have agreed that there shall be a full and final settlement of Fang's Indebtedness and SGCB's Legal Costs (as defined below). The Parties wish to record those terms of settlement, on a binding basis, in this Deed.

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS AND INTERPRETATION**

2.1 Save where the context requires otherwise:

- (a) references to clauses, sub-clauses and schedules without further designation shall be construed as a reference to the clause, sub-clause and schedule of this Deed so numbered; and
- (b) the headings and schedules in this Deed are for convenience only and do not affect its interpretation.

**3. EFFECT OF THIS DEED**

- 3.1 Upon execution of this Deed by the Parties, this Deed shall immediately be fully and effectively binding on them.
- 3.2 CIH's obligations under the Letter of Guarantee dated 11 June 2019 shall not be released, impaired, reduced or otherwise affected by the execution of this Deed and performance of the obligations herein, and shall continue to remain in full force and effect in accordance with the terms of the Letter of Guarantee.

**4. PAYMENT**

- 4.1 Subject to the following clauses in this Section, Fang and CIH shall each make instalment payments to SGCB in accordance with the payment schedule set out in Schedule 1 Repayment Schedule) in full and final settlement of Fang's Indebtedness. The instalment payments shall be paid by way of transfer of funds for same day value to the following bank account (the "**Account**").

Account name: Safari Group CB Holdings Limited  
Bank name: Wells Fargo Bank, N.A.  
Swift: WFBIUS6S  
ABA: 121000248  
Account number: 2020050866230

4.2 In the event that repayment is not made in full in accordance with Clauses 4.1, all of such payments as are outstanding at any such missed payment date and the full amount of the Legal Costs (as defined below), shall be immediately due and payable, including interest on any outstanding principal amounts and any overdue instalments of accrued and unpaid interest, calculated at the Default Rate from 14 December 2020, and all such accelerated amounts due shall continue to accrue interest at the Default Rate until payment

## 5. COSTS

5.1 Fang shall bear the full amount of the Cayman Islands and Hong Kong legal costs incurred and to be incurred by or on behalf of SGCB in connection with and incidental to this Deed, the Proceedings and the Event of Default (the “**Legal Costs**”) as reasonably documented from time to time by SGCB to Fang, unless both Fang and CIH make payments to SGCB in accordance with and within the timeline as stipulated in Clause 4.1.

5.2 Fang shall pay to SGCB by way of transfer of funds for same day value to the Account within 7 days of each date on which the amount of such Legal Costs is notified by SGCB to Fang.

## 6. UNDERTAKINGS

6.1 Fang undertakes to apply for a validation order from the Grand Court of the Cayman Islands (“**Validation Order**”), in the form substantively of the draft attached at SCHEDULE 2 FORM OF VALIDATION ORDER), before the hearing for the appointment of provisional liquidators scheduled to take place on 7 July 2021 for the purpose of validating the payments to be made by Fang to SGCB under Clause 4.

6.2 Fang undertakes to take all commercially reasonable steps to obtain a Validation Order as soon as practicable after the date of this Deed.

## 7. ACCELERATION

7.1 In the event that:

- (a) Fang and/or CIH fails to make any payment to SGCB in accordance with, and within the timeline as stipulated in, Clauses 4.1 and/or 5.2;
- (b) Fang fails to apply for a Validation Order within the timeline as stipulated in Clause 6.1 or obtain a Validation Order within 60 days of the date of this Deed, or
- (c) a winding-up order is made against Fang before all of the payments under Clauses 4.1 and 5.2 are paid in full,

unless otherwise agreed in writing by the Parties, SGCB shall continue to have the benefit of all rights and obligations under the Note and the outstanding balance of Fang’s Indebtedness (including without limitation the unpaid portion of interest due as at the March Interest Payment Date of USD\$212,000, plus any interest accrued on such amount at the Default Rate up to the date of repayment) and any outstanding Legal Costs shall automatically be immediately due and payable by Fang to SGCB in full by way of transfer of funds for same day value to the Account without any action on the part of SGCB. Interest on any outstanding Principal and any accrued and unpaid interest shall be calculated based on the Default Rate.

**8. WARRANTIES AND AUTHORITY**

8.1 Each Party warrants and represents to the other Parties with respect to itself that:

- (a) it is duly formed under the laws of the jurisdiction of its formation;
- (b) it has the full right, power and authority to execute, deliver and perform this Deed, and has taken all necessary action to authorize its entry into and performance of this Deed, including any authorizations, consents and approvals that are required; and
- (c) no terms or provision of its constituting documents or the laws of the jurisdiction of its formation, or any agreements or instruments to which it is a party or by which it is bound are breached in the giving, execution and delivery of this Deed and the undertaking and performance of any obligations assumed by it herein.

**9. CONFIDENTIALITY**

9.1 The terms of this Deed, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other Party other than:

- (a) to the Parties' respective direct and indirect shareholders, partners (whether general or limited) and managers and/or advisers to such shareholders, and their respective auditors, insurers and professional advisers on terms which preserve confidentiality;
- (b) pursuant to any legal or regulatory obligation to make such a disclosure, provided that the Party that is required to make such a disclosure shall provide the other Party with prompt written notice of that fact and shall consult with and provide the other Party the opportunity to review, comment upon and concur with the form and contents of the disclosure prior to issuance, and in any event, the Party that is required to make such a disclosure shall furnish only that portion of the information that is legally required;
- (c) for the purpose of facilitating the implementation and enforcement any of the terms of this Deed, including but not limited to coordinating with other third party creditors of Fang for the restructuring and enforcement of any its debts; or
- (d) for the purpose of the application for a Validation Order as required under Clause 6.1, provided that Fang is legally required to provide this Deed in evidence for such application, and that prior written approval is obtained from SGCB.

9.2 Notwithstanding Clause 9.1, the Parties are entitled to confirm to any third party the fact of, but not the terms of the settlement between the Parties.

**10. NO RIGHTS OF THIRD PARTIES**

10.1 The Parties agree that the terms of this Deed are not enforceable by any third party.

**11. GENERAL**

11.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

- 11.2 The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other Party for the purpose of putting this Deed into effect.
- 11.3 This Deed may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 11.4 This Deed constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Deed and supersedes and extinguishes any previous correspondence, proposals, drafts, agreements, undertakings, representations, warranties, promises, statements, assurances, and arrangements of any nature whatsoever, whether or not made in writing, relating thereto.
- 11.5 No variation of this Deed shall be effective unless it is in writing and signed by the Parties.
- 11.6 This Deed (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of the Cayman Islands.
- 11.7 The courts of the Cayman Islands shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it.

## SCHEDULE 1 REPAYMENT SCHEDULE

### Fang's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	18,000,000	270,000
31 December 2021	18,000,000	67,500

### CIH's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	18,000,000	270,000
31 December 2021	18,000,000	67,500

**SCHEDULE 2 FORM OF VALIDATION ORDER**

**EXECUTED and DELIVERED as a deed**

For and on behalf of

**SAFARI GROUP CB HOLDINGS LIMITED**

By: /s/ Wayne Bannon

Name: Wayne Bannon

Title: Director

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**FANG HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**CHINA INDEX HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**IDG Ultimate Global Limited**

**and**

**FANG HOLDINGS LIMITED**

**and**

**CHINA INDEX HOLDINGS LIMITED**

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**SETTLEMENT DEED**

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**THIS DEED** is dated 20/08/2021

**BETWEEN:**

- (1) IDG Ultimate Global Limited, a company incorporated under the laws of the British Virgin Islands (“**IDG Ultimate**”);
- (2) **FANG HOLDINGS LIMITED** (formerly SouFun Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 136949 whose registered office is at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road (“**Fang**”); and
- (3) **CHINA INDEX HOLDINGS LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 340560 whose registered office is at the offices of Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands. (“**CIH**”),

(each a “**Party**” and together the “**Parties**”).

**1. RECITALS**

- 1.1 Pursuant to a Subscription Agreement dated 17 September 2015 entered into by, among others, IDG Ultimate and Fang, IDG Ultimate purchased from Fang a Convertible Note dated 4 November 2015 by and between IDG Ultimate and Fang in an original aggregate principal amount of US\$25,000,000 (the “**Note**”).
- 1.2 On 13 November 2020, a winding-up petition was presented to the Grand Court of the Cayman Islands by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and Evenstar Special Situations Limited (together the “**Petitioners**”) against Fang in cause matter FSD 278 OF 2020 (ASCJ). The winding-up petition proceedings (the “**Proceedings**”) remain ongoing as of the date of this Deed.
- 1.3 Pursuant to Article 2.4(j) of the Note, an event of default as defined under the Note occurred thirty days after the presentation of the winding-up petition, i.e. on 13 December 2020 (the “**Event of Default**”). Consequently, 100% of the outstanding principal of, and accrued and unpaid interest on, the Note automatically became due and payable on 13 December 2020 pursuant to Article 2.5(a) of the Note.
- 1.4 In accordance with Article 2.6 of the Note, interest on any overdue instalments of accrued and unpaid interest and on the outstanding principal at any time after the outstanding principal has become due and payable has been accruing and shall continue to accrue at an annual interest rate of 2.5% (the “**Default Rate**”), being the interest rate of 1.5% borne by the Note (the “**Original Rate**”) *plus* one percent.
- 1.5 Accordingly, the total amount that is due and payable by Fang pursuant to the Note comprises of (i) principal of US\$25,000,000 (the “**Principal**”); (ii) interest in the sum of US\$76,042 accrued between 30 September 2020 and 13 December 2020 at the Original Rate; and (iii) default interest on any accrued and unpaid interest and the outstanding balance of the Principal, which has been accruing at the Default Rate since 14 December 2020 until payment in full of all sums outstanding upon the Note is made (the “**Indebtedness**”).

- 1.6 Prior to the Event of Default occurring, Fang's next scheduled interest payment was in the sum of US\$187,500 on 31 March 2021, being the latest Interest Payment Date as defined under the Note (the "**March Interest Payment Date**"). Due to the Event of Default, the interest due on the Note at the March Interest Payment Date was US\$261,806. As of the date of this Deed, a partial payment of outstanding interest in the amount of US\$187,500 has been paid, and none of the outstanding Principal, has been paid to IDG Ultimate.
- 1.7 Pursuant to a Letter of Guarantee dated 11 June 2019 entered into by IDG Ultimate and CIH (the "**Letter of Guarantee**"), CIH guarantees Fang's Indebtedness under the Convertible Note, and the Letter of Guarantee may be enforced without first having recourse to Fang or any other person.
- 1.8 Subject to the terms of this Deed as set out below, the Parties have agreed that there shall be a full and final settlement of Fang's Indebtedness. The Parties wish to record those terms of settlement, on a binding basis, in this Deed.

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS AND INTERPRETATION**

2.1 Save where the context requires otherwise:

- (a) references to clauses, sub-clauses and schedules without further designation shall be construed as a reference to the clause, sub-clause and schedule of this Deed so numbered; and
- (b) the headings and schedules in this Deed are for convenience only and do not affect its interpretation.

**3. EFFECT OF THIS DEED**

- 3.1 Upon execution of this Deed by the Parties, this Deed shall immediately be fully and effectively binding on them.
- 3.2 CIH's obligations under the Letter of Guarantee dated 11 June 2019 shall not be released, impaired, reduced or otherwise affected by the execution of this Deed and performance of the obligations herein, and shall continue to remain in full force and effect in accordance with the terms of the Letter of Guarantee.

**4. PAYMENT**

- 4.1 Subject to the following clauses in this Section, Fang and CIH shall each make instalment payments to IDG Ultimate in accordance with the payment schedule set out in Schedule 1 Repayment Schedule) in full and final settlement of Fang's Indebtedness. The instalment payments shall be paid by way of transfer of funds for same day value to the following bank account (the "**Account**").

Account name: IDG ULTIMATE GLOBAL LIMITED

Bank name: SILICON VALLEY BANK

Swift: SVBKUS6S

ABA: 121140399

Account number: 3301386320

4.2 In the event that repayment is not made in full in accordance with Clauses 4.1, all of such payments as are outstanding at any such missed payment date shall be immediately due and payable, including interest on any outstanding Principal amounts and any overdue instalments of accrued and unpaid interest, calculated at the Default Rate from 14 December 2020, and all such accelerated amounts due shall continue to accrue interest at the Default Rate until payment.

## 5. UNDERTAKINGS

5.1 Fang undertakes to apply for a validation order from the Grand Court of the Cayman Islands (“**Validation Order**”), in the form substantively of the draft attached at SCHEDULE 2 FORM OF VALIDATION ORDER), within fourteen (14) days after the date of this Deed, for the purpose of validating the payments to be made by Fang to IDG Ultimate under Clause 4.

5.2 Fang undertakes to obtain a Validation Order as soon as possible after the date of this Deed, but in any event no later than 30 September 2021.

5.3 In the event that Fang grants any of its creditors or other holders of convertible notes that rank pari passu in right of payment of the Note (the “**Creditors**”) any right, interest, benefit, privilege or protection more favorable than those granted, and accruing, to IDG Ultimate, Fang shall concurrently notify IDG Ultimate of the same and grant, issue or provide the same right, interest, benefit, privilege or protection to IDG Ultimate pari passu with the Creditors. Each party hereto agrees and consents to such changes or amendments to this Deed that are necessary in connection with such grant, issue and provision.

## 6. ACCELERATION

6.1 In the event that:

- (a) Fang and/or CIH fails to make any payment to IDG Ultimate in accordance with, and within the timeline as stipulated in, Clauses 4.1;
- (b) Fang fails to apply for a Validation Order within the timeline as stipulated in Clause 5.1 or obtain a Validation Order on or prior to 30 September 2021, or
- (c) a winding-up order is made against Fang before all of the payments under Clauses 4.1 are paid in full,

unless otherwise agreed in writing by the Parties, the outstanding balance of Fang’s Indebtedness (including without limitation the unpaid portion of interest due as at the March Interest Payment Date of US\$74,306, plus any interest accrued on such amount at the Default Rate up to the date of repayment) shall automatically be immediately due and payable by Fang to IDG Ultimate in full by way of transfer of funds for same day value to the Account without any action on the part of IDG Ultimate. Interest on any outstanding Principal and any accrued and unpaid interest shall continue to accrue at the Default Rate.

**7. WARRANTIES AND AUTHORITY**

7.1 Each Party warrants and represents to the other Parties with respect to itself that:

- (a) it is duly formed under the laws of the jurisdiction of its formation;
- (b) it has the full right, power and authority to execute, deliver and perform this Deed, and has taken all necessary action to authorize its entry into and performance of this Deed, including any authorizations, consents and approvals that are required; and
- (c) no terms or provision of its constituting documents or the laws of the jurisdiction of its formation, or any agreements or instruments to which it is a party or by which it is bound are breached in the giving, execution and delivery of this Deed and the undertaking and performance of any obligations assumed by it herein.

**8. CONFIDENTIALITY**

8.1 The terms of this Deed, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other Party other than:

- (a) to the Parties' respective direct and indirect shareholders, partners (whether general or limited) and managers and/or advisers to such shareholders, and their respective auditors, insurers and professional advisers on terms which preserve confidentiality;
- (b) pursuant to any legal or regulatory obligation to make such a disclosure, provided that the Party that is required to make such a disclosure shall provide the other Party with prompt written notice of that fact and shall consult with and provide the other Party the opportunity to review, comment upon and concur with the form and contents of the disclosure prior to issuance, and in any event, the Party that is required to make such a disclosure shall furnish only that portion of the information that is legally required;
- (c) for the purpose of facilitating the implementation and enforcement any of the terms of this Deed, including but not limited to coordinating with other third party creditors of Fang for the restructuring and enforcement of any its debts; or
- (d) for the purpose of the application for a Validation Order as required under Clause 6.1, provided that Fang is legally required to provide this Deed in evidence for such application, and that prior written approval is obtained from IDG Ultimate.

8.2 Notwithstanding Clause 9.1, the Parties are entitled to confirm to any third party the fact of, but not the terms of the settlement between the Parties.

**9. NO RIGHTS OF THIRD PARTIES**

9.1 The Parties agree that the terms of this Deed are not enforceable by any third party.

**10. GENERAL**

- 10.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.
- 10.2 The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other Party for the purpose of putting this Deed into effect.
- 10.3 This Deed may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 10.4 This Deed constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Deed and supersedes and extinguishes any previous correspondence, proposals, drafts, agreements, undertakings, representations, warranties, promises, statements, assurances, and arrangements of any nature whatsoever, whether or not made in writing, relating thereto.
- 10.5 No variation of this Deed shall be effective unless it is in writing and signed by the Parties.
- 10.6 This Deed (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of the Cayman Islands.
- 10.7 The courts of the Cayman Islands shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it.

**SCHEDULE 1 REPAYMENT SCHEDULE**

Fang's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	6,250,000	93,750
31 December 2021	6,250,000	23,437.5

CIH's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	6,250,000	93,750
31 December 2021	6,250,000	23,437.5

**SCHEDULE 2 FORM OF VALIDATION ORDER**

**EXECUTED and DELIVERED as a deed**

For and on behalf of

**IDG Ultimate Global Limited**

By: /s/ Chi Sing Ho

Name: Chi Sing Ho

Title: Authorized Signatory

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**FANG HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**CHINA INDEX HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**Quartz Fortune Limited**

**and**

**FANG HOLDINGS LIMITED**

**and**

**CHINA INDEX HOLDINGS LIMITED**

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**SETTLEMENT DEED**

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THIS DEED is dated 20/08/2021

**BETWEEN:**

- (1) **Quartz Fortune Limited**, a company incorporated under the laws of the British Virgin Islands (“**Quartz Fortune**”);
- (2) **FANG HOLDINGS LIMITED** (formerly SouFun Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 136949 whose registered office is at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road (“**Fang**”); and
- (3) **CHINA INDEX HOLDINGS LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 340560 whose registered office is at the offices of Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands. (“**CIH**”),

(each a “**Party**” and together the “**Parties**”).

**1. RECITALS**

- 1.1 Pursuant to a Subscription Agreement dated 17 September 2015 entered into by, among others, Quartz Fortune and Fang, Quartz Fortune purchased from Fang a Convertible Note dated 4 November 2015 by and between Quartz Fortune and Fang in an original aggregate principal amount of US\$37,500,000 (the “**Note**”).
- 1.2 On 13 November 2020, a winding-up petition was presented to the Grand Court of the Cayman Islands by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and Evenstar Special Situations Limited (together the “**Petitioners**”) against Fang in cause matter FSD 278 OF 2020 (ASCJ). The winding-up petition proceedings (the “**Proceedings**”) remain ongoing as of the date of this Deed.
- 1.3 Pursuant to Article 2.4(j) of the Note, an event of default as defined under the Note occurred thirty days after the presentation of the winding-up petition, i.e. on 13 December 2020 (the “**Event of Default**”). Consequently, 100% of the outstanding principal of, and accrued and unpaid interest on, the Note automatically became due and payable on 13 December 2020 pursuant to Article 2.5(a) of the Note.
- 1.4 In accordance with Article 2.6 of the Note, interest on any overdue instalments of accrued and unpaid interest and on the outstanding principal at any time after the outstanding principal has become due and payable has been accruing and shall continue to accrue at an annual interest rate of 2.5% (the “**Default Rate**”), being the interest rate of 1.5% borne by the Note (the “**Original Rate**”) *plus* one percent.
- 1.5 Accordingly, the total amount that is due and payable by Fang pursuant to the Note comprises of (i) principal of US\$37,500,000 (the “**Principal**”); (ii) interest in the sum of US\$114,063 accrued between 30 September 2020 and 13 December 2020 at the Original Rate; and (iii) default interest on any accrued and unpaid interest and the outstanding balance of the Principal, which has been accruing at the Default Rate since 14 December 2020 until payment in full of all sums outstanding upon the Note is made (the “**Indebtedness**”).

- 1.6 Prior to the Event of Default occurring, Fang's next scheduled interest payment was in the sum of US\$281,250 on 31 March 2021, being the latest Interest Payment Date as defined under the Note (the "**March Interest Payment Date**"). Due to the Event of Default, the interest due on the Note at the March Interest Payment Date was US\$392,709. As of the date of this Deed, a partial payment of outstanding interest in the amount of US\$281,250 has been paid, and none of the outstanding Principal, has been paid to Quartz Fortune.
- 1.7 Pursuant to a Letter of Guarantee dated 11 June 2019 entered into by Quartz Fortune and CIH (the "**Letter of Guarantee**"), CIH guarantees Fang's Indebtedness under the Convertible Note, and the Letter of Guarantee may be enforced without first having recourse to Fang or any other person.
- 1.8 Subject to the terms of this Deed as set out below, the Parties have agreed that there shall be a full and final settlement of Fang's Indebtedness. The Parties wish to record those terms of settlement, on a binding basis, in this Deed.

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS AND INTERPRETATION**

2.1 Save where the context requires otherwise:

- (a) references to clauses, sub-clauses and schedules without further designation shall be construed as a reference to the clause, sub-clause and schedule of this Deed so numbered; and
- (b) the headings and schedules in this Deed are for convenience only and do not affect its interpretation.

**3. EFFECT OF THIS DEED**

- 3.1 Upon execution of this Deed by the Parties, this Deed shall immediately be fully and effectively binding on them.
- 3.2 CIH's obligations under the Letter of Guarantee dated 11 June 2019 shall not be released, impaired, reduced or otherwise affected by the execution of this Deed and performance of the obligations herein, and shall continue to remain in full force and effect in accordance with the terms of the Letter of Guarantee.

**4. PAYMENT**

4.1 Subject to the following clauses in this Section, Fang and CIH shall each make instalment payments to Quartz Fortune in accordance with the payment schedule set out in Schedule 1 Repayment Schedule) in full and final settlement of Fang's Indebtedness. The instalment payments shall be paid by way of transfer of funds for same day value to the following bank account (the "**Account**").

Account name: QUARTZ FORTUNE LIMITED

Bank name: SILICON VALLEY BANK

Swift: SVBKUS6S

ABA: 121140399

Account number: 3302515122

4.2 In the event that repayment is not made in full in accordance with Clauses 4.1, all of such payments as are outstanding at any such missed payment date shall be immediately due and payable, including interest on any outstanding Principal amounts and any overdue instalments of accrued and unpaid interest, calculated at the Default Rate from 14 December 2020, and all such accelerated amounts due shall continue to accrue interest at the Default Rate until payment.

## 5. UNDERTAKINGS

5.1 Fang undertakes to apply for a validation order from the Grand Court of the Cayman Islands (“**Validation Order**”), in the form substantively of the draft attached at SCHEDULE 2 FORM OF VALIDATION ORDER), within fourteen (14) days after the date of this Deed, for the purpose of validating the payments to be made by Fang to Quartz Fortune under Clause 4.

5.2 Fang undertakes to obtain a Validation Order as soon as possible after the date of this Deed, but in any event no later than 30 September 2021.

5.3 In the event that Fang grants any of its creditors or other holders of convertible notes that rank pari passu in right of payment of the Note (the “**Creditors**”) any right, interest, benefit, privilege or protection more favorable than those granted, and accruing, to Quartz Fortune, Fang shall concurrently notify Quartz Fortune of the same and grant, issue or provide the same right, interest, benefit, privilege or protection to Quartz Fortune pari passu with the Creditors. Each party hereto agrees and consents to such changes or amendments to this Deed that are necessary in connection with such grant, issue and provision.

## 6. ACCELERATION

6.1 In the event that:

- (a) Fang and/or CIH fails to make any payment to Quartz Fortune in accordance with, and within the timeline as stipulated in, Clauses 4.1;
- (b) Fang fails to apply for a Validation Order within the timeline as stipulated in Clause 5.1 or obtain a Validation Order on or prior to 30 September 2021, or
- (c) a winding-up order is made against Fang before all of the payments under Clauses 4.1 are paid in full,

unless otherwise agreed in writing by the Parties, the outstanding balance of Fang’s Indebtedness (including without limitation the unpaid portion of interest due as at the March Interest Payment Date of US\$111,459, plus any interest accrued on such amount at the Default Rate up to the date of repayment) shall automatically be immediately due and payable by Fang to Quartz Fortune in full by way of transfer of funds for same day value to the Account without any action on the part of Quartz Fortune. Interest on any outstanding Principal and any accrued and unpaid interest shall continue to accrue at the Default Rate.

**7. WARRANTIES AND AUTHORITY**

7.1 Each Party warrants and represents to the other Parties with respect to itself that:

- (a) it is duly formed under the laws of the jurisdiction of its formation;
- (b) it has the full right, power and authority to execute, deliver and perform this Deed, and has taken all necessary action to authorize its entry into and performance of this Deed, including any authorizations, consents and approvals that are required; and
- (c) no terms or provision of its constituting documents or the laws of the jurisdiction of its formation, or any agreements or instruments to which it is a party or by which it is bound are breached in the giving, execution and delivery of this Deed and the undertaking and performance of any obligations assumed by it herein.

**8. CONFIDENTIALITY**

8.1 The terms of this Deed, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other Party other than:

- (a) to the Parties' respective direct and indirect shareholders, partners (whether general or limited) and managers and/or advisers to such shareholders, and their respective auditors, insurers and professional advisers on terms which preserve confidentiality;
- (b) pursuant to any legal or regulatory obligation to make such a disclosure, provided that the Party that is required to make such a disclosure shall provide the other Party with prompt written notice of that fact and shall consult with and provide the other Party the opportunity to review, comment upon and concur with the form and contents of the disclosure prior to issuance, and in any event, the Party that is required to make such a disclosure shall furnish only that portion of the information that is legally required;
- (c) for the purpose of facilitating the implementation and enforcement any of the terms of this Deed, including but not limited to coordinating with other third party creditors of Fang for the restructuring and enforcement of any its debts; or
- (d) for the purpose of the application for a Validation Order as required under Clause 6.1, provided that Fang is legally required to provide this Deed in evidence for such application, and that prior written approval is obtained from Quartz Fortune.

8.2 Notwithstanding Clause 9.1, the Parties are entitled to confirm to any third party the fact of, but not the terms of the settlement between the Parties.

**9. NO RIGHTS OF THIRD PARTIES**

9.1 The Parties agree that the terms of this Deed are not enforceable by any third party.

**10. GENERAL**

- 10.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.
- 10.2 The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other Party for the purpose of putting this Deed into effect.
- 10.3 This Deed may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 10.4 This Deed constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Deed and supersedes and extinguishes any previous correspondence, proposals, drafts, agreements, undertakings, representations, warranties, promises, statements, assurances, and arrangements of any nature whatsoever, whether or not made in writing, relating thereto.
- 10.5 No variation of this Deed shall be effective unless it is in writing and signed by the Parties.
- 10.6 This Deed (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of the Cayman Islands.
- 10.7 The courts of the Cayman Islands shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it.

## SCHEDULE 1 REPAYMENT SCHEDULE

### Fang's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	9,375,000	140,625
31 December 2021	9,375,000	35,156.5

### CIH's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	9,375,000	140,625
31 December 2021	9,375,000	35,156.5

**SCHEDULE 2 FORM OF VALIDATION ORDER**

**EXECUTED and DELIVERED as a deed**

For and on behalf of

**Quartz Fortune Limited**

By: /s/ Chi Sing Ho

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Name: Chi Sing Ho

Title: Authorized Signatory

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**FANG HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**CHINA INDEX HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**Velda Power Limited**

**and**

**FANG HOLDINGS LIMITED**

**and**

**CHINA INDEX HOLDINGS LIMITED**

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**SETTLEMENT DEED**

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THIS DEED is dated 20/08/2021

**BETWEEN:**

- (1) **Velda Power Limited**, a company incorporated under the laws of the British Virgin Islands (“**Velda Power**”);
- (2) **FANG HOLDINGS LIMITED** (formerly SouFun Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 136949 whose registered office is at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road (“**Fang**”); and
- (3) **CHINA INDEX HOLDINGS LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 340560 whose registered office is at the offices of Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands. (“**CIH**”),

(each a “**Party**” and together the “**Parties**”).

**1. RECITALS**

- 1.1 Pursuant to a Subscription Agreement dated 17 September 2015 entered into by, among others, Velda Power and Fang, Velda Power purchased from Fang a Convertible Note dated 4 November 2015 by and between Velda Power and Fang in an original aggregate principal amount of US\$7,560,000 (the “**Note**”).
- 1.2 On 13 November 2020, a winding-up petition was presented to the Grand Court of the Cayman Islands by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and Evenstar Special Situations Limited (together the “**Petitioners**”) against Fang in cause matter FSD 278 OF 2020 (ASCJ). The winding-up petition proceedings (the “**Proceedings**”) remain ongoing as of the date of this Deed.
- 1.3 Pursuant to Article 2.4(j) of the Note, an event of default as defined under the Note occurred thirty days after the presentation of the winding-up petition, i.e. on 13 December 2020 (the “**Event of Default**”). Consequently, 100% of the outstanding principal of, and accrued and unpaid interest on, the Note automatically became due and payable on 13 December 2020 pursuant to Article 2.5(a) of the Note.
- 1.4 In accordance with Article 2.6 of the Note, interest on any overdue instalments of accrued and unpaid interest and on the outstanding principal at any time after the outstanding principal has become due and payable has been accruing and shall continue to accrue at an annual interest rate of 2.5% (the “**Default Rate**”), being the interest rate of 1.5% borne by the Note (the “**Original Rate**”) *plus* one percent.
- 1.5 Accordingly, the total amount that is due and payable by Fang pursuant to the Note comprises of (i) principal of US\$7,560,000 (the “**Principal**”); (ii) interest in the sum of US\$22,995 accrued between 30 September 2020 and 13 December 2020 at the Original Rate; and (iii) default interest on any accrued and unpaid interest and the outstanding balance of the Principal, which has been accruing at the Default Rate since 14 December 2020 until payment in full of all sums outstanding upon the Note is made (the “**Indebtedness**”).

- 1.6 Prior to the Event of Default occurring, Fang's next scheduled interest payment was in the sum of US\$56,700 on 31 March 2021, being the latest Interest Payment Date as defined under the Note (the "**March Interest Payment Date**"). Due to the Event of Default, the interest due on the Note at the March Interest Payment Date was US\$79,170. As of the date of this Deed, a partial payment of outstanding interest in the amount of US\$56,700 has been paid, and none of the outstanding Principal, has been paid to Velda Power.
- 1.7 Pursuant to a Letter of Guarantee dated 11 June 2019 entered into by Velda Power and CIH (the "**Letter of Guarantee**"), CIH guarantees Fang's Indebtedness under the Convertible Note, and the Letter of Guarantee may be enforced without first having recourse to Fang or any other person.
- 1.8 Subject to the terms of this Deed as set out below, the Parties have agreed that there shall be a full and final settlement of Fang's Indebtedness. The Parties wish to record those terms of settlement, on a binding basis, in this Deed.

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS AND INTERPRETATION**

2.1 Save where the context requires otherwise:

- (a) references to clauses, sub-clauses and schedules without further designation shall be construed as a reference to the clause, sub-clause and schedule of this Deed so numbered; and
- (b) the headings and schedules in this Deed are for convenience only and do not affect its interpretation.

**3. EFFECT OF THIS DEED**

- 3.1 Upon execution of this Deed by the Parties, this Deed shall immediately be fully and effectively binding on them.
- 3.2 CIH's obligations under the Letter of Guarantee dated 11 June 2019 shall not be released, impaired, reduced or otherwise affected by the execution of this Deed and performance of the obligations herein, and shall continue to remain in full force and effect in accordance with the terms of the Letter of Guarantee.

**4. PAYMENT**

4.1 Subject to the following clauses in this Section, Fang and CIH shall each make instalment payments to Velda Power in accordance with the payment schedule set out in Schedule 1 Repayment Schedule) in full and final settlement of Fang's Indebtedness. The instalment payments shall be paid by way of transfer of funds for same day value to the following bank account (the "**Account**").

Account name: Velda Power Limited

Bank name: Pacific Western Bank

Swift: SQARUS33

ABA: 122238200

Account number: 1001922648

4.2 In the event that repayment is not made in full in accordance with Clauses 4.1, all of such payments as are outstanding at any such missed payment date shall be immediately due and payable, including interest on any outstanding Principal amounts and any overdue instalments of accrued and unpaid interest, calculated at the Default Rate from 14 December 2020, and all such accelerated amounts due shall continue to accrue interest at the Default Rate until payment.

## 5. UNDERTAKINGS

5.1 Fang undertakes to apply for a validation order from the Grand Court of the Cayman Islands (“**Validation Order**”), in the form substantively of the draft attached at SCHEDULE 2 FORM OF VALIDATION ORDER), within fourteen (14) days after the date of this Deed, for the purpose of validating the payments to be made by Fang to Velda Power under Clause 4.

5.2 Fang undertakes to obtain a Validation Order as soon as possible after the date of this Deed, but in any event no later than 30 September 2021.

5.3 In the event that Fang grants any of its creditors or other holders of convertible notes that rank pari passu in right of payment of the Note (the “**Creditors**”) any right, interest, benefit, privilege or protection more favorable than those granted, and accruing, to Velda Power, Fang shall concurrently notify Velda Power of the same and grant, issue or provide the same right, interest, benefit, privilege or protection to Velda Power pari passu with the Creditors. Each party hereto agrees and consents to such changes or amendments to this Deed that are necessary in connection with such grant, issue and provision.

## 6. ACCELERATION

6.1 In the event that:

- (a) Fang and/or CIH fails to make any payment to Velda Power in accordance with, and within the timeline as stipulated in, Clauses 4.1;
- (b) Fang fails to apply for a Validation Order within the timeline as stipulated in Clause 5.1 or obtain a Validation Order on or prior to 30 September 2021, or
- (c) a winding-up order is made against Fang before all of the payments under Clauses 4.1 are paid in full,

unless otherwise agreed in writing by the Parties, the outstanding balance of Fang’s Indebtedness (including without limitation the unpaid portion of interest due as at the March Interest Payment Date of US\$22,470, plus any interest accrued on such amount at the Default Rate up to the date of repayment) shall automatically be immediately due and payable by Fang to Velda Power in full by way of transfer of funds for same day value to the Account without any action on the part of Velda Power. Interest on any outstanding Principal and any accrued and unpaid interest shall continue to accrue at the Default Rate.

**7. WARRANTIES AND AUTHORITY**

7.1 Each Party warrants and represents to the other Parties with respect to itself that:

- (a) it is duly formed under the laws of the jurisdiction of its formation;
- (b) it has the full right, power and authority to execute, deliver and perform this Deed, and has taken all necessary action to authorize its entry into and performance of this Deed, including any authorizations, consents and approvals that are required; and
- (c) no terms or provision of its constituting documents or the laws of the jurisdiction of its formation, or any agreements or instruments to which it is a party or by which it is bound are breached in the giving, execution and delivery of this Deed and the undertaking and performance of any obligations assumed by it herein.

**8. CONFIDENTIALITY**

8.1 The terms of this Deed, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other Party other than:

- (a) to the Parties' respective direct and indirect shareholders, partners (whether general or limited) and managers and/or advisers to such shareholders, and their respective auditors, insurers and professional advisers on terms which preserve confidentiality;
- (b) pursuant to any legal or regulatory obligation to make such a disclosure, provided that the Party that is required to make such a disclosure shall provide the other Party with prompt written notice of that fact and shall consult with and provide the other Party the opportunity to review, comment upon and concur with the form and contents of the disclosure prior to issuance, and in any event, the Party that is required to make such a disclosure shall furnish only that portion of the information that is legally required;
- (c) for the purpose of facilitating the implementation and enforcement any of the terms of this Deed, including but not limited to coordinating with other third party creditors of Fang for the restructuring and enforcement of any its debts; or
- (d) for the purpose of the application for a Validation Order as required under Clause 6.1, provided that Fang is legally required to provide this Deed in evidence for such application, and that prior written approval is obtained from Velda Power.

8.2 Notwithstanding Clause 9.1, the Parties are entitled to confirm to any third party the fact of, but not the terms of the settlement between the Parties.

**9. NO RIGHTS OF THIRD PARTIES**

9.1 The Parties agree that the terms of this Deed are not enforceable by any third party.

**10. GENERAL**

- 10.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.
- 10.2 The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other Party for the purpose of putting this Deed into effect.
- 10.3 This Deed may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 10.4 This Deed constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Deed and supersedes and extinguishes any previous correspondence, proposals, drafts, agreements, undertakings, representations, warranties, promises, statements, assurances, and arrangements of any nature whatsoever, whether or not made in writing, relating thereto.
- 10.5 No variation of this Deed shall be effective unless it is in writing and signed by the Parties.
- 10.6 This Deed (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of the Cayman Islands.
- 10.7 The courts of the Cayman Islands shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it.

## SCHEDULE 1 REPAYMENT SCHEDULE

### Fang's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	1,890,000	28,350
31 December 2021	1,890,000	7,087.5

### CIH's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	1,890,000	28,350
31 December 2021	1,890,000	7,087.5

**SCHEDULE 2 FORM OF VALIDATION ORDER**

**EXECUTED and DELIVERED as a deed**

For and on behalf of

**Velda Power Limited**

By: /s/ Chi Sing Ho

Name: Chi Sing Ho

Title: Authorized Signatory

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**FANG HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**CHINA INDEX HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**FOUNTAIN II LIMITED**

**and**

**FANG HOLDINGS LIMITED**

**and**

**CHINA INDEX HOLDINGS LIMITED**

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**SETTLEMENT DEED**

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THIS DEED is dated 09/22/2021

**BETWEEN:**

- (1) **FOUNTAIN II LIMITED** (formerly known as Haitong International New Energy III Limited), a business company incorporated with limited liability under the laws of the British Virgin Islands with registration number 1845413 whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**Fountain II**"); and
- (2) **FANG HOLDINGS LIMITED** (formerly SouFun Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 136949 whose registered office is at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road ("**Fang**"); and
- (3) **CHINA INDEX HOLDINGS LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 340560 whose registered office is at the offices of Maples Corporate Services Limited, PO Box 309, Umland House, Grand Cayman, KY1-1104, Cayman Islands. ("**CIH**"),

(each a "**Party**" and together the "**Parties**").

**1. RECITALS**

- 1.1 Pursuant to a Note Transfer Agreement dated 18 December 2018 entered into by, among others, Fountain II and Stormy August Limited, a company incorporated under the laws of the British Virgin Islands ("**Stormy**"). Fountain II purchased from Stormy a Convertible Note issued by Fang in the principal amount of US\$25,000,000 and dated 4 November 2015 (the "**Note**").
- 1.2 Pursuant to a letter of guarantee dated 11 June 2019 from the CIH in favour of Fountain II, the CIH guaranteed to Fountain II and its successor and permitted assigns, the due and punctual payment of the principle and interest under the Note.
- 1.3 On 13 November 2020, a winding-up petition was presented to the Grand Court of the Cayman Islands by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and Evenstar Special Situations Limited (together the "**Petitioners**") against Fang in cause matter FSD 278 OF 2020 (ASCJ). The winding-up petition proceedings (the "**Proceedings**") remain ongoing as of the date of this Deed.
- 1.4 Pursuant to Article 2.4(j) of the Note, an event of default as defined under the Note occurred thirty days after the presentation of the winding-up petition, i.e. on 13 December 2020 (the "**Event of Default**"). Consequently, 100% of the outstanding principal of, and accrued and unpaid interest on, the Note automatically became due and payable on 13 December 2020 pursuant to Article 2.5(a) of the Note.
- 1.5 In accordance with Article 2.6 of the Note, interest on any Defaulted Amount (as defined in the Note) shall continue to accrue at an annual interest rate of 2.5% (the "**Default Rate**"), being the interest rate of 1.5% borne by the Note (the "**Original Rate**") plus one percent.
- 1.6 Accordingly, the total amount that is due and payable by Fang pursuant to the Note comprises of (i) principal of US\$25,000,000 (the "**Principal**"); (ii) interest in the sum of US\$76,042 accrued between 30 September 2020 and 13 December 2020 at the Original Rate; and (iii) default interest on any accrued and unpaid interest and the outstanding balance of the Principal, which has been accruing at the Default Rate since 14 December 2020 until payment in full of all sums outstanding upon the Note is made (the "**Note Indebtedness**").

- 1.7 Prior to the Event of Default occurring, Fang's next scheduled interest payment was in the sum of US\$187,500 on 31 March 2021, being the latest Interest Payment Date as defined under the Note (the "**March Interest Payment Date**"). Due to the Event of Default, the interest due on the Note at the March Interest Payment Date was US\$261,806. As of the date of this Deed, a partial payment of outstanding interest in the amount of US\$187,500 has been paid, and none of the outstanding Principal, has been paid to Fountain II.
- 1.8 Subject to the terms of this Deed as set out below, the Parties have agreed that there shall be a full and final settlement of Note Indebtedness pursuant to the terms of this Deed. The Parties wish to record those terms of settlement, on a binding basis, in this Deed.

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS AND INTERPRETATION**

2.1 Save where the context requires otherwise:

- (a) references to clauses, sub-clauses and schedules without further designation shall be construed as a reference to the clause, sub-clause and schedule of this Deed so numbered; and
- (b) the headings and schedules in this Deed are for convenience only and do not affect its interpretation.

**3. EFFECT OF THIS DEED**

3.1 Upon execution of this Deed by the Parties, this Deed shall immediately be fully and effectively binding on them.

3.2 CIH's obligations under the Letter of Guarantee dated 11 June 2019 (the "**Letter of Guarantee**") shall not be released, impaired, reduced or otherwise affected by the execution of this Deed and performance of the obligations herein, and shall continue to remain in full force and effect in accordance with the terms of the Letter of Guarantee. The parties hereto expressly agree and acknowledge that the second paragraph of the Letter of Guarantee shall be amended and replaced by the following:-

"In consideration of the foregoing, the Guarantor hereby guarantees to the Holder of the Convertible Note and its successors and permitted assign the due and punctual payment of the principal of, and interest on the Convertible Note (which, for the avoidance of doubt, includes any payments due under any subsequent settlement deed(s) that might be entered into by the Company, the Guarantor and the Holder), subject to certain terms and conditions as provided herein below."

**4. ADMISSION**

- 4.1 Each of the Parties hereby acknowledges and admits that the matters set out in the Recitals of this Deed are true and accurate.
- 4.2 Fang admits all its obligations and liabilities due to Fountain II under the Note, including but not limited to their obligations to pay the Note Indebtedness.

**5. PAYMENT**

- 5.1 Subject to the following clauses in this Section, Fang and CIH shall each make instalment payments to Fountain II in accordance with the payment schedule set out in Schedule 1 Repayment Schedule) in full and final settlement of the Note Indebtedness. The instalment payments shall be paid by way of transfer of funds for same day value to the following bank account (the “**Account**”).

Account name:           Fountain II Limited  
Bank name:             Hong Kong and Shanghai Banking Corporation Limited  
Swift:                  HSBCHKHH  
Account number:       848-674818-201 (USD)

- 5.2 In the event that repayment is not made in full in accordance with Clauses 5.1, all of such payments as are outstanding at any such missed payment date shall be immediately due and payable, including interest on any outstanding Principal amounts and any overdue instalments of accrued and unpaid interest, calculated at the Default Rate from 14 December 2020, and all such accelerated amounts due shall continue to accrue interest at the Default Rate until payment.

**6. COSTS**

- 6.1 Subject to clause 6.2 below, each of the Parties hereto shall bear their own costs and expenses (including legal fees of the Cayman Islands and Hong Kong counsel) incurred and to be incurred in connection with and incidental to this Deed, the Proceedings and the Event of Default.
- 6.2 Fang and CIH agree to jointly and severally indemnify Fountain II for all costs and expenses (including legal expenses) incurred and to be incurred in connection with and incidental to this Deed, the Proceedings and the Event of Default upon the occurrence of any of the events specified under clause 8 of this Deed occurs. Fang and/or CIH shall pay to Fountain II by way of transfer of funds for same day value to the Account within 7 days of each date on which the amount of such costs and expenses is notified by Fountain II to Fang.

## 7. UNDERTAKINGS

- 7.1 Fang undertakes to apply for a validation order from the Grand Court of the Cayman Islands (“**Validation Order**”), in the form substantively of the draft attached at SCHEDULE 2 FORM OF VALIDATION ORDER), within fourteen (14) days after the date of this Deed, for the purpose of validating the payments to be made by Fang to Fountain II under Clause 5.
- 7.2 Fang undertakes to obtain a Validation Order as soon as possible after the date of this Deed but in any event no later than 30 September 2021.
- 7.3 In the event that Fang grants any of its creditors or other holders of convertible notes that rank pari passu in right of payment of the Note (the “**Creditors**”) any right, interest, benefit, privilege or protection more favorable than those granted, and accruing, to Fountain II, Fang shall concurrently notify Fountain II of the same and grant, issue or provide the same right, interest, benefit, privilege or protection to Fountain II pari passu with the Creditors. Any changes or amendments to this Deed that are necessary in connection with such grant, issue and provision shall be subject to the prior written consent from Fountain II.

## 8. EVENTS OF DEFAULT AND ACCELERATION

8.1 In the event that:

- (a) Fang or CIH does not pay on the due date any amount payable pursuant to this Deed (including but not limited to the payments in, Clauses 5.1, 5.2 and/or 6.1);
- (b) Fang or CIH fails (other than by failing to pay) to comply with any provision of this Deed;
- (c) if:
  - (i) any Indebtedness is not paid when due or within any originally applicable grace period; or
  - (ii) any Indebtedness becomes due, or capable or being declared due and payable prior to its stated maturity by reason of an event of default (howsoever described);
  - (iii) any commitment for Indebtedness is cancelled or suspended by a creditor of Fang or CIH by reason of an event of default (howsoever described); or
  - (iv) any creditor of Fang or CIH becomes entitled to declare any Indebtedness due and payable prior to its stated maturity by reason of an event of default (howsoever described).
- (d) Fang or CIH stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due;
- (e) the value of Fang or CIH’s assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (f) a moratorium is declared in respect of any Indebtedness of Fang or CIH;

- (g) Fang fails to apply for a Validation Order within the timeline as stipulated in Clause 7.1 or obtain a Validation Order on or prior to 30 September 2021 or
- (h) any action, proceedings, procedure or step is taken for:
  - (i) the suspension of payments, a moratorium of any Indebtedness, winding-up (whether voluntary or by the courts of the Cayman Islands or the British Virgin Islands or in any other courts), liquidation, dissolution, strike off, administration, reorganisation (by way of voluntary arrangement, creditors' arrangement, scheme of arrangement or otherwise), of Fang or CIH; or
  - (ii) the composition, compromise, assignment or arrangement with any creditor; or
  - (iii) the appointment of a provisional liquidator, liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of Fang or CIH or any of its assets; or
  - (iv) the enforcement of any security over any assets of Fang or CIH;
- (i) Fang or CIH commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (j) any event occurs in relation to Fang or CIH similar to those in paragraph (i) above under the laws of any applicable jurisdiction;
- (k) a distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued out on, or against, Fang or CIH's assets;
- (l) any provision of this Deed is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- (m) any event occurs (or circumstances exist) which, in the opinion of Fountain II, has or is likely to materially and adversely affect the Fang or CIH's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this Deed,

unless otherwise agreed in writing by the Parties, the all outstanding Indebtedness shall automatically be immediately due and payable by Fang to Fountain II in full without any action on the part of Fountain II.

8.2 If Fang and/or CIH fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the unpaid sum (or, as the case may be the balance thereof outstanding) from its due date up to the date of actual payment (both before and after judgment) at the Default Rate.

For the purpose of clause 8.1. **Indebtedness** means any indebtedness Fang or CIH owes as a result of:

- (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptance credit facility or dematerialised equivalent, bill-discounting, note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to Fang or CIH if those receivables or financial assets are not paid when due;
- (e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;
- (f) any rental or hire charges under finance leases (whether for land, machinery, equipment or otherwise);
- (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with Fang or CIH's performance of contracts;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on Fang or CIH's balance sheet because they are contingent, conditional or otherwise);
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and
- (j) any guarantee, counter-indemnity or other assurances against financial loss that Fang or CIH has given for any of the items referred to in paragraphs (a) to (i) of this definition incurred by any person,

whether present or future, actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

## 9. CONFIDENTIALITY

9.1 The terms of this Deed, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other Party other than:

- (a) to the Parties' respective direct and indirect shareholders, partners (whether general or limited) and managers and/or advisers to such shareholders, and their respective auditors, insurers and professional advisers on terms which preserve confidentiality;

- (b) pursuant to any legal or regulatory obligation to make such a disclosure, provided that the Party that is required to make such a disclosure shall provide the other Party with prompt written notice of that fact and shall consult with and provide the other Party the opportunity to review, comment upon and concur with the form and contents of the disclosure prior to issuance, and in any event, the Party that is required to make such a disclosure shall furnish only that portion of the information that is legally required;
- (c) for the purpose of facilitating the implementation and enforcement any of the terms of this Deed, including but not limited to coordinating with other third party creditors of Fang for the restructuring and enforcement of any its debts; or
- (d) for the purpose of the application for a Validation Order as required under Clause 7.1, provided that Fang is legally required to provide this Deed in evidence for such application, and that prior written approval is obtained from Fountain II.

9.2 Notwithstanding Clause 10.1, the Parties are entitled to confirm to any third party the fact of, but not the terms of the settlement between the Parties.

## **10. NO RIGHTS OF THIRD PARTIES**

10.1 The Parties agree that the terms of this Deed are not enforceable by any third party.

## **11. GENERAL**

11.1 Fang and CIH may not, without the prior written consent of Fountain II, assign any of its rights or transfer any of its rights or obligations under this Deed. With 30 days' notice, Fountain II may assign any of its rights or transfer any of its rights or obligations under this Deed.

11.2 Each Party warrants and represents that the other Parties with respect to itself that:

- (a) It is duly formed under the laws of the jurisdiction of its formation;
- (b) It has the full right, power and authority to execute, deliver and perform this Deed, and has taken all necessary action to authorize its entry into and performance of this Deed, including any authorization, consents and approvals that are required; and
- (c) No terms or provisions of its constituting documents or the laws of the jurisdiction of its formation, or any agreements or instruments to which it is a party or by which it is bound are breached in the giving, execution and delivery of this Deed and the undertaking and performance of any obligation assumed by it herein.

11.3 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

- 11.4 The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other Party for the purpose of putting this Deed into effect.
- 11.5 This Deed may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 11.6 This Deed constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Deed and supersedes and extinguishes any previous correspondence, proposals, drafts, agreements, undertakings, representations, warranties, promises, statements, assurances, and arrangements of any nature whatsoever, whether or not made in writing, relating thereto.
- 11.7 No variation of this Deed shall be effective unless it is in writing and signed by the Parties.
- 11.8 No failure or delay, whether past, present or future, on the part of Fountain II to exercise any of its rights, remedies and powers under the Note or this Deed and/or by law, shall constitute any waiver thereof.
- 11.9 This Deed (including its subject matter and/or formation) shall be governed by and construed in all respects in accordance with the laws of the Cayman Islands.
- 11.10 The courts of the Cayman Islands shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it.

**SCHEDULE 1 REPAYMENT SCHEDULE**

Fang's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	6,250,000	93,750
31 December 2021	6,250,000	23,437.5

CIH's Repayment Schedule

<b>Repayment date</b>	<b>Principal repayment (US\$)</b>	<b>Interest payment (US\$)</b>
30 September 2021	6,250,000	93,750
31 December 2021	6,250,000	23,437.5

**SCHEDULE 2 FORM OF VALIDATION ORDER**

**EXECUTED and DELIVERED as a deed**

For and on behalf of

**FOUNTAIN II LIMITED**

By: /s/ Wang Zi Hao

Name: Wang Zi Hao

Title: Authorized Signatory

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**FANG HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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**EXECUTED and DELIVERED as a deed**

For and on behalf of

**CHINA INDEX HOLDINGS LIMITED**

By: /s/ Vincent Mo

Vincent Mo

Director

*Signature page to Settlement Deed*

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