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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

Fang Holdings Limited
(Name of Issuer)

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

30711Y300**
(CUSIP Number)

Tianquan Mo
Tower A, No. 20 Guogongzhuang Middle Street
Fengtai District, Beijing 100070
The People's Republic of China
+86-10-5631 8661

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

January 25, 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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 1(f) or 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 Rule 13d-1(a) 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 or Class B 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.	Names of Reporting Persons. Tianquan Mo	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 17,829,194 Class A Ordinary Shares 23,340,790 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 17,829,194 Class A Ordinary Shares 23,340,790 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 17,829,194 Class A Ordinary Shares 23,340,790 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 27.0% of the Class A Ordinary Shares 95.9% of the Class B Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) IN	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K filed by the Issuer with the U.S. Securities and Exchange Commission on December 16, 2021 (the "Form 6-K").

1.	Names of Reporting Persons. ACE Smart Investments Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,230,724 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,230,724 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,230,724 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 15.5% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K.

1.	Names of Reporting Persons. Media Partner Technology Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,331,336 Class A Ordinary Shares 11,355,645 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,331,336 Class A Ordinary Shares 11,355,645 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,331,336 Class A Ordinary Shares 11,355,645 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.0% of the Class A Ordinary Shares 46.7% of the Class B Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K.

1.	Names of Reporting Persons. Next Decade Investments Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,469,460 Class A Ordinary Shares 11,985,145 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,469,460 Class A Ordinary Shares 11,985,145 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,469,460 Class A Ordinary Shares 11,985,145 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.7% of the Class A Ordinary Shares 49.2% of the Class B Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K.

1.	Names of Reporting Persons. Karistone Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 926,461 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 926,461 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 926,461 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.4% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K.

1.	Names of Reporting Persons. Ateefa Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 957,265 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 957,265 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 957,265 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.4% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K.

1.	Names of Reporting Persons. Deanhale Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,472,298 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,472,298 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,472,298 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.2% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K.

1.	Names of Reporting Persons. Open Land Holdings Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 441,650 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 441,650 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 441,650 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.7% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on 66,020,439 Class A Ordinary Shares and 24,336,650 Class B Ordinary Shares issued and outstanding as of December 20, 2021, as reported in the Form 6-K.

Item 1. Security and Issuer.

This Amendment No.3 (this "Schedule") is being filed to amend the Schedule 13D filed with the U.S. Securities and Exchange Commission on December 28, 2012, as amended by the Amendment No.1 on June 30, 2016 and the Amendment No.2 on July 20, 2021 (the "Original 13D"). This Schedule is being filed by the Reporting Persons (as defined in Item 2 below) and relates to Class A ordinary shares, par value HK\$1.00 per share (the "Class A Ordinary Shares") and Class B ordinary shares, par value HK\$1.00 per share (the "Class B Ordinary Shares") of Fang Holdings Limited, an exempted company with limited liability registered under the laws of the Cayman Islands (the "Issuer"). The address of the principal executive offices of the Issuer is Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, the People's Republic of China. Except as amended and supplemented herein, the information set forth in the Original 13D remains unchanged.

The Issuer's American depositary shares (the "ADSs"), evidenced by American Depositary Receipts, each representing ten Class A Ordinary Shares, are listed on the New York Stock Exchange under the symbol "SFUN." As used in this Schedule 13D, the term "Ordinary Shares" includes Class A Ordinary Shares and Class B Ordinary Shares.

Certain information contained in this Schedule relates to share ownership of persons other than the Reporting Persons. The Reporting Persons expressly disclaim any liability for any such information and for any other information provided in this Schedule that does not expressly pertain to a Reporting Person.

Item 2. Identity and Background.

Item 2 is hereby amended and restated in its entirety as follows:

This Schedule is being filed by a group, as defined in Rule 13d-5 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Act"). The members of the group are:

1) Tianquan Mo, a PRC citizen and the founder and the executive chairman of the board of directors of the Issuer ("Mr. Mo");

2) ACE Smart Investments Limited (the "ACE Smart"), a company incorporated under the Laws of Hong Kong, with its registered office at Room 1901, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong; as of the date hereof, ACE Smart is wholly owned by Mr. Mo;

3) Media Partner Technology Limited ("Media Partner"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding, and all of the shares of Media Partner are held in The MC Trust, for which Butterfield Fiduciary Services (Cayman) Limited serves as trustee. Mr. Mo's wife is the sole director of Media Partner;

4) Next Decade Investments Limited ("Next Decade"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding, and all of the shares of Next Decade are held in KM & KM Trust, for which Credit Suisse Trust Limited serves as trustee. Mr. Mo's wife is the sole director of Next Decade;

5) Karistone Limited ("Karistone"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Karistone is wholly owned by Mr. Mo;

6) Ateefa Limited ("Ateefa"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Ateefa is wholly owned by Mr. Mo;

7) Deanhale Limited (“Deanhale”), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Deanhale is wholly owned by Mr. Mo;

8) Open Land Holdings Limited (“Open Land”), a company limited by shares incorporated under the Laws of Hong Kong, whose register office is at Room 1901, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong; as of the date hereof, Deanhale is wholly owned by Mr. Mo.

The name, business address, present principal occupation or employment and citizenship of each of the directors and executive officers of the Reporting Persons as of the date hereof is set forth on Schedule A.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated in its entirety as follows:

On January 25 and 26, 2022, ACE Smart separately entered into share transfer agreements with five entities controlled by IDG and one entity controlled by Carlyle.

The share transfer agreements entered with IDG entities are at a price of US\$5.83 per ADS. ACE Smart obtained the funds to purchase the ADSs from its working capital. As the purchase was not made during a trading window as provided in the Issuer’s Insider Trading Policy, a waiver from the Compliance Officer of the Issuer was obtained for the purchase.

The details of the separate share transfer agreements entered with the IDG entities are as follows:

ACE Smart entered into a share transfer agreement with Chuang Xi Capital Holdings Limited to purchase 47,788 ADSs of the Issuer, representing 477,880 Class A Ordinary Shares, at an aggregate purchase price of US\$278,604.04.

ACE Smart entered into a share transfer agreement with Clever Sight Limited to purchase 340,736 ADSs of the Issuer, representing 3,407,360 Class A Ordinary Shares, at an aggregate purchase price of US\$1,986,490.88.

ACE Smart entered into a share transfer agreement with IDG Alternative Global Limited to purchase 48,000 ADSs of the Issuer, representing 480,000 Class A Ordinary Shares, at an aggregate purchase price of US\$279,840.00.

ACE Smart entered into a share transfer agreement with IDG-Accel China Capital Investors L.P. to purchase 9,769 ADSs of the Issuer, representing 97,690 Class A Ordinary Shares, at an aggregate purchase price of US\$56,953.27.

ACE Smart entered into a share transfer agreement with IDG-Accel China Capital L.P. to purchase 211,606 ADSs of the Issuer, representing 2,116,060 Class A Ordinary Shares, at an aggregate purchase price of US\$1,233,662.98.

The details of the share transfer agreement entered with the Carlyle entity is as follows:

On January 26, 2022, ACE Smart entered into a share transfer agreement with SAFARI GROUP HOLDINGS LIMITED to purchase 2,461,538 Class A Ordinary Shares, at an aggregate purchase price of US\$1,435,078. ACE Smart obtained the funds to purchase the Class A Ordinary Shares from its working capital. As the purchase was not made during a trading window as provided in the Issuer’s Insider Trading Policy, a waiver from the Compliance Officer of the Issuer was obtained for the purchase.

Additionally, on December 31, 2021, ACE Smart purchased 94,116 Class A Ordinary Shares from FIRST ISLAND TRUSTEES (GUERNSEY) LIMITED, amounting to an aggregate purchase price of US\$39,526. ACE Smart obtained the funds to purchase the Class A Ordinary Shares from its working capital. As the purchase was not made during a trading window as provided in the Issuer’s Insider Trading Policy, a waiver from the Compliance Officer of the Issuer was obtained for the purchase.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and replaced with the following:

ACE Smart acquired the ADSs and the Class A Ordinary Shares reported herein for investment purposes. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the ADSs, conditions in the securities markets and general economic and industry conditions, the Reporting Persons have in the past made, and may from time to time make, additional purchases or sales of ADSs or Ordinary Shares either in the open market or in privately-negotiated transactions, and may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in communications with management and the Board of Directors of the Issuer, engaging in discussions with shareholders of the Issuer or other third parties about the Issuer and the Reporting Persons' investment, including potential business combinations, dispositions, mergers, reorganization or liquidation involving the Issuer or certain of its businesses, making recommendations or proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including board composition), purchasing additional ADSs or Ordinary Shares, selling some or all of their ADSs or Ordinary Shares, or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer.

Item 5(a) is hereby amended and restated in its entirety as follows:

(a) As of the date hereof, ACE Smart is the record holder of 2,555,654 Class A Ordinary Shares and 7,675,070 Class A Ordinary Shares evidenced by ADSs, representing 15.5% of issued and outstanding Class A Ordinary Shares.

As of the date hereof, Media Partner (i) is the record holder of certain employee stock options and restricted shares (exercisable within 60 days of the date hereof), which entitle Media Partner to acquire an additional 1,331,336 Class A Ordinary Shares, representing 2.0% of the issued and outstanding Class A Ordinary Shares; and (ii) is the record holder of 11,355,645 Class B Ordinary Shares, representing 46.7% of the issued and outstanding Class B Ordinary Shares. Each Class B Ordinary Share is convertible at the option of the holder into one Class A Ordinary Share. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion rights as noted above and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

As of the date hereof, Next Decade (i) is the record holder of 1,123,955 Class A Ordinary Shares, 14,170 Class A Ordinary Shares evidenced by ADSs, and certain employee stock options and restricted shares (exercisable within 60 days of the date hereof) which entitle Next Decade to acquire an additional 1,331,335 Class A Ordinary Shares, representing 3.7% of issued and outstanding Class A Ordinary Shares; and (ii) is the record holder of 10,230,645 Class B Ordinary Shares, and certain employee stock options (exercisable within 60 days of the date hereof) which entitle Next Decade to acquire an additional 1,754,500 Class B Ordinary Shares, representing 49.2% of issued and outstanding Class B Ordinary Shares. Each Class B Ordinary Share is convertible at the option of the holder into one Class A Ordinary Share. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion rights as noted above and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

As of the date hereof, Karistone is the record holder of 926,461 Class A Ordinary Shares, representing 1.4% of issued and outstanding Class A Ordinary Shares.

As of the date hereof, Deanhale is the record holder of 1,472,298 Class A Ordinary Shares, representing 2.2% of issued and outstanding Class A Ordinary Shares.

As of the date hereof, Open Land is the record holder of 441,650 Class A Ordinary Shares evidenced by ADSs, representing 0.7% of issued and outstanding Class A Ordinary Shares.

As of the date hereof, Ateefa is the record holder of 957,265 Class A Ordinary Shares, representing 1.4% of issued and outstanding Class A Ordinary Shares.

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

Item 6 is hereby amended and replaced with the following:

The information set forth in or incorporated by reference in Item 2, 3, 4 and 5 of this Schedule 13D is incorporated by reference into this Item 6.

Item 7. Materials to be Filed as Exhibits.

- [Exhibit 99.1](#) [Joint Filing Agreement dated February 4, 2022 by the Reporting Persons](#)
- [Exhibit 99.2](#) [Share Transfer Agreement dated January 25, 2022 between ACE Smart Investments Limited and Chuang Xi Capital Holdings Limited](#)
- [Exhibit 99.3](#) [Share Transfer Agreement dated January 25, 2022 between ACE Smart Investments Limited and Clever Sight Limited](#)
- [Exhibit 99.4](#) [Share Transfer Agreement dated January 25, 2022 between ACE Smart Investments Limited and IDG Alternative Global Limited](#)
- [Exhibit 99.5](#) [Share Transfer Agreement dated January 25, 2022 between ACE Smart Investments Limited and IDG-Accel China Capital Investors L.P.](#)
- [Exhibit 99.6](#) [Share Transfer Agreement dated January 25, 2022 between ACE Smart Investments Limited and IDG-Accel China Capital L.P.](#)
- [Exhibit 99.7](#) [Share Transfer Agreement dated January 26, 2022 between ACE Smart Investments Limited and SAFARI GROUP HOLDINGS LIMITED](#)

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 4, 2022

TIANQUAN MO

By: /s/ Tianquan Mo
Name: Tianquan Mo

ACE SMART INVESTMENTS LIMITED

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

MEDIA PARTNER TECHNOLOGY LIMITED

By: /s/ Jing Cao
Name: Jing Cao
Title: Director

NEXT DECADE INVESTMENTS LIMITED

By: /s/ Jing Cao
Name: Jing Cao
Title: Director

KARISTONE LIMITED

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

ATEEFA LIMITED

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

DEANHALE LIMITED

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

OPEN LAND HOLDINGS LIMITED

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

Schedule A

Name	Present Principal Occupation or Employment and Business Address
Tianquan Mo (PRC citizen)	Chairman of Fang Holdings Limited, Director of ACE Smart Investments Limited, Director of Ateefa Limited, Director of Deanhale Limited, Director of Karistone Limited and Director of Open Land Holdings Limited, c/o Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, PRC
Jing Cao (U.S. citizen)	Director of Media Partner, Director of Next Decade, and Director of Open Land Holdings Limited, c/o P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A ordinary shares, par value HK\$1.00 per share, of Fang Holdings Limited, a company organized under the laws of the Cayman Islands.

It is understood and agreed that each of the parties hereto is responsible for the timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein, but such party is not responsible for the completeness and accuracy of information concerning the other parties making the filing unless such party knows or has reason to believe that such information is inaccurate. It is understood and agreed that a copy of this agreement shall be attached as an exhibit to the statement on Schedule 13D, and any amendments thereto, filed on behalf of the parties hereto.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of February 4, 2022.

TIANQUAN MO

By: /s/ Tianquan Mo

Name: Tianquan Mo

ACE SMART INVESTMENTS LIMITED

By: /s/ Tianquan Mo

Name: Tianquan Mo

Title: Director

MEDIA PARTNER TECHNOLOGY LIMITED

By: /s/ Jing Cao

Name: Jing Cao

Title: Director

NEXT DECADE INVESTMENTS LIMITED

By: /s/ Jing Cao

Name: Jing Cao

Title: Director

KARISTONE LIMITED

By: /s/ Tianquan Mo

Name: Tianquan Mo

Title: Director

ATEEFA LIMITED

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

DEANHALE LIMITED

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

OPEN LAND HOLDINGS LIMITED

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

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of January 25, 2021 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**”).

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]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/Tianquan Mo

ACE SMART INVESTMENTS LIMITED

By: Vincent Tianquan Mo, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

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

Signature Page to Share Transfer Agreement

Exhibit A
Settlement Accounts

Part I Settlement Account of Transferor

[Reserved]

Part II Settlement Account of Transferee

[Reserved]

Exhibit A to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of January 25, 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**”).

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]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/Tianquan Mo

ACE SMART INVESTMENTS LIMITED

By: Vincent Tianquan Mo, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

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

Signature Page to Share Transfer Agreement

Exhibit A
Settlement Accounts

Part I Settlement Account of Transferor

[Reserved]

Part II Settlement Account of Transferee

[Reserved]

Exhibit A to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of January 25, 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 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]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/Tianquan Mo

ACE SMART INVESTMENTS LIMITED

By: Vincent Tianquan Mo, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

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

Signature Page to Share Transfer Agreement

Exhibit A
Settlement Accounts

Part I Settlement Account of Transferor

[Reserved]

Part II Settlement Account of Transferee

[Reserved]

Exhibit A to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of January 25, 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**”).

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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IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/Tianquan Mo

ACE SMART INVESTMENTS LIMITED

By: Vincent Tianquan Mo, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

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

Signature Page to Share Transfer Agreement

Exhibit A
Settlement Accounts

Part I Settlement Account of Transferor

[Reserved]

Part II Settlement Account of Transferee

[Reserved]

Exhibit A to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of January 25, 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**”).

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]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/Tianquan Mo

ACE SMART INVESTMENTS LIMITED

By: Vincent Tianquan Mo, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

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

Signature Page to Share Transfer Agreement

Exhibit A
Settlement Accounts

Part I Settlement Account of Transferor

[Reserved]

Part II Settlement Account of Transferee

[Reserved]

Exhibit A to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of January 26, 2022 is entered into by and among SAFARI GROUP HOLDINGS LIMITED (the “**Transferor**”), an exempted company incorporated with limited liability under the laws of the Cayman Islands and ACE SMART INVESTMENTS LIMITED (the “**Transferee**”), a company incorporated in Hong Kong whose registered office is at Flat/Rm 1901 19/F, Lee Garden One, 33 Hysan Avenue Causeway Bay, HK (together with the Transferor, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the Transferor holds 2,461,538 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:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Anti-Money Laundering Law**” means laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of the Transferee or its shareholders; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, and all money laundering-related laws of other jurisdictions where the Transferee or its shareholders conduct business or own assets;

“**Business Day**” means a day (other than a Saturday, Sunday or any day which is a public holiday) on which banks are open for general banking purposes in New York and the Cayman Islands;

“**Completion**” means the sale and purchase of the Shares in accordance with clause 4;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement;

“**Group**” means the Company and each of its subsidiaries, and “**Group Company**” means any member of the Group;

“**Records**” means all books, records and documents (including financial, business or trading information, books, data, information or documents (including in electronic format)) used or maintained by any Group Company or the Transferee in relation to its business;

“**Representatives**” means, in relation to a Party, its affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Transaction**” means the transactions contemplated by this Agreement;

“**Transferor’s Bank Account**” means the bank account at Wells Fargo Bank, N.A. with account name Safari Group Holdings Limited, account number 2020050866227, ABA Code and SWIFT ID of WFBIUS6S; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (b) every reference to a particular law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after Completion provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (c) references to “US\$” are references to the lawful currency from time to time of the United States of America; and
- (d) references to times of the day are to Hong Kong time unless otherwise stated.

1.3 The heading contained within in this Agreement are included for convenience only, and shall not affect the construction of this Agreement.

2. **SALE AND PURCHASE OF SHARES**

2.1 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares, free from all Encumbrances in consideration of the Transfer Price set out in clause 3 with effect from Completion.

2.2 The Shares shall be sold and purchased with all rights and obligations attached according to the constitutional documents of the Company as at Completion.

3. **TRANSFER PRICE**

It is agreed that the Shares shall be purchased and sold at an aggregate purchase price of USD 1,435,078 (the “**Transfer Price**”).

4. **CONDITION**

4.1 Completion shall be subject to the obtaining by the Transferee of a validation order from the Grand Court of Cayman Islands (the “**Validation Order**”), in the form substantively of the draft attached at Schedule 1, for the purpose of validating the Transaction (the “**Condition**”).

4.2 The Transferee shall, at its own cost, procure that the Condition is satisfied as soon as practicable and in any event no later than 6.00 p.m. on the 45th day after the date of this Agreement, or such later time and date as may be agreed in writing by the Transferor and the Transferee, and shall not, and shall procure that none of its Representatives shall, take any action that could reasonably be expected to adversely affect the satisfaction of the Condition.

- 4.3 If at any time the Transferee becomes aware of any event, circumstance or condition that would be reasonably likely to prevent the Condition being satisfied, it shall forthwith inform the Transferor.
- 4.4 If the Condition is not satisfied by the date and time referred to in Clause 4.2, this Agreement shall cease to have effect immediately except for the provisions of Clauses 1, 6.5, 7 to 14 and any rights or liabilities that have accrued prior to that time.
- 4.5 The Transferor may, to such extent as it thinks fit, waive the Condition, in whole or in part, by written notice to the Transferee.

5. COMPLETION

- 5.1 Completion shall take place on the first Business Day after the satisfaction (or waiver as the case may be) of the Condition, or any other date agreed in writing by the Transferor and the Transferee.
- 5.2 At Completion:
- (a) the Transferor shall deliver to the Transferee or procure the delivery to the Transferee of:
 - (i) an instrument of transfer of all of the Shares into the name of the Transferee, duly executed by the Transferor;
 - (ii) share certificates in respect of all of the Shares;
 - (iii) a copy of a board resolution of the Transferor approving the Transaction and the execution by the Transferor of this Agreement; and
 - (b) the Transferee shall:
 - (i) pay the Transfer Price to the Transferor's Bank Account by way of electronic transfer in immediately available funds; and
 - (ii) deliver to the Transferor or procure the delivery to the Transferor of (A) a copy of an instruction letter to the Company's fund service agent duly executed by the Company to effect the transfer of the Shares and registration, in the register of members, of the Transferee as the holder of the Shares and issuance of share certificates in the name of the Transferee; and (B) a copy of a board resolution of the Transferee approving the Transaction and the execution by the Transferee of this Agreement;
- 5.3 Without prejudice to any other rights and remedies each Party may have, the Parties shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

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

6. WARRANTIES AND UNDERTAKINGS

6.1 Each Party warrants to the other Party as at the date of this Agreement and as at Completion that:

- (a) it is validly incorporated, in existence and duly registered under the laws of its place of incorporation and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;
- (c) this Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on it in accordance with its terms;
- (d) the performance of and compliance with the terms and provisions of this Agreement will not conflict with or result in a breach of, or constitute a default under, any agreement or instrument by which it is bound, or any law, order or judgment that applies to or binds the Transferee or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any competent governmental, administrative or supervisory authority is required to be obtained, or made, by it to authorise the execution or performance of this Agreement by it.

6.2 The Transferor warrants to the Transferee as at the date of this Agreement and as at Completion that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the full ownership of the Shares on the terms set out in this Agreement, and the Shares are fully paid up and free from all Encumbrances.

6.3 The Transferee warrants to the Transferor as at the date of this Agreement and as at Completion that:

- (a) it is wholly-owned by Vincent Tianquan Mo (“VM”);
- (b) neither it nor VM (i) have violated any Anti-Money Laundering Law; or (ii) is the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Anti-Money Laundering Law, or received any notice, request or citation for any actual or potential non-compliance with Anti-Money Laundering Law; and
- (c) the funds used by it to pay the Transfer Price are legally acquired by it, are not the assets of the Company, China Index Holdings Limited or any person other than it or VM, and shall not violate any applicable law (including any Anti-Money Laundering Law), or any judgment or order of any court or regulatory authority.

6.4 The Transferee shall and shall procure that each Group Company shall:

- (a) maintain all Records existing as of the date of Completion for a period of seven years starting on the date of Completion; and

- (b) subject to applicable laws and regulations, make available to the Transferor (at the Transferor's cost) copies of any Records relating to the period up to and including the date of Completion as reasonably required by the Transferor or any of its Representatives to:
 - (i) comply with any applicable law;
 - (ii) prepare and submit filings, accounts or other reports to a governmental or regulatory authority;
 - (iii) perform its obligations pursuant to this Agreement; or
 - (iv) to defend any civil, criminal, arbitration, administrative or other proceeding.

6.5 The Transferee shall indemnify and keep indemnified, the Transferor on demand, against any direct or indirect actions, proceedings, claims, losses, expenses (including legal expense) damages, liabilities and/or penalties suffered or incurred by the Transferor or any of its affiliates in relation to or arising from the Validation Order or the Transaction.

7. CONFIDENTIALITY

7.1 Subject to clause 7.3, each Party:

- (a) shall treat as strictly confidential:
 - (i) the provisions of this Agreement and the process of its negotiation;
 - (ii) in the case of the Transferor, any information received or held by it or any of its Representatives which relates to the Transferee or, following Completion, any of the Group Companies; and
 - (iii) in the case of the Transferee, any information received or held by the Transferee or any of its Representatives which relates to the Transferor or, prior to Completion, any of the Group Companies,(together "**Confidential Information**"); and
- (b) shall not, except with the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under this Agreement) or disclose to any person (other than its Representatives in accordance with clause 7.2) any Confidential Information.

7.2 Each Party undertakes that it shall only disclose Confidential Information to Representatives where it is reasonably required for the purposes of performing its obligations under this Agreement and only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this clause 7 and instructed to comply with this clause 7 as if they were a party to it.

7.3 Clause 7.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information or making such announcement can demonstrate that:

- (a) such disclosure or announcement is required by law or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body (including, for the avoidance of doubt, any tax authority) having applicable jurisdiction; or

(b) the Confidential Information concerned has come into the public domain other than through its fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this clause 7.3.

7.4 The provisions of this clause 7 shall survive Completion.

8. INVALIDITY

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 invalidating and striking out only that clause (or any part of any clause) only and, if possible, such clause shall be replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement, and shall not invalidate, or affect the legality or enforceability of, any other clause in this Agreement.

9. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties relating to the sale and purchase of the Shares and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This clause shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

10. AMENDMENT AND WAIVER

10.1 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to this Agreement.

10.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

11. ASSIGNMENT

No person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

12. NOTICES

12.1 Notices served pursuant to any term of this Agreement must be served in writing in English, addressed as provided in clause 12.2 and served (a) by hand or by courier to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours; or (b) by email to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when despatched provided that any email despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

12.2 Notices under this Agreement shall be sent for the attention of the person and to the addresses of each Party as set forth below:

If to the Transferor:

Address: Suite 2801, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong

Attn: Wayne Bannon

Email: wayne.bannon@carlyle.com

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

12.3 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.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts by way of electronic transmission in the form of an e-mail attachment (in portable data format (PDF)), and if so, shall be considered an original. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute but one and the same instrument.

14. GOVERNING LAW, DISPUTES AND ARBITRATION

14.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

14.2 Any dispute arising from or in connection with 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) 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 ("Rules") in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English. Any award of the arbitration tribunal shall be made in writing and shall be final and binding upon the Parties from the day it is made, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The governing law of this arbitration clause shall be Hong Kong law.

[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/Tianquan Mo

ACE SMART INVESTMENTS LIMITED

By: Vincent Tianquan Mo, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/Wayne Bannon

SAFARI GROUP HOLDINGS LIMITED

By: Wayne Bannon

Signature Page to Share Transfer Agreement
