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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

China Index Holdings Limited
(Name of Issuer)

Class A Ordinary Shares, par value US$0.001 per share
(Title of Class of Securities)

16954W101**
(CUSIP Number)

Evenstar Capital Management Limited
Ugland House, P.O. Box 309
Grand Cayman, KY1 – 1104
Cayman Islands
+852 2122 8060
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 22, 2022
(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d–7 for other parties to whom copies are to be sent.

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

** This CUSIP number applies to the Issuer's American depositary shares, each representing one Class A Ordinary Share. No CUSIP number has been assigned to the Class A Ordinary Shares.

The information required on the remainder of this cover page shall not be deemed to be ''filed'' for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("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 Evenstar Capital Management Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
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) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 11,221,618(1)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 11,221,618(1)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,221,618(1)		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.8%(2)		
14	TYPE OF REPORTING PERSON (See Instructions) IA		

(1) Represents the number of Class A ordinary shares, par value US$0.001 per share ("Class A Ordinary Shares"), of China Index Holdings Limited (the "Issuer") in the form of (i) 11,221,518 American depositary shares ("ADSs") held by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio ("Evenstar Master Fund SPC"); (ii) 50 Class A Ordinary Shares held by Evenstar Master Fund SPC; and (iii) 50 Class A Ordinary Shares held by Evenstar Special Situations Limited (a wholly owned subsidiary of Evenstar Master Fund SPC, hereinafter referred to as "ESSL"). Each ADS represents one Class A Ordinary Share.

(2) This percentage is calculated based on 66,788,662 Class A Ordinary Shares of the Issuer outstanding as of September 30, 2022, as reported in the Issuer's Form 6-K filed with the Securities and Exchange Commission ("SEC") on November 16, 2022.

1	NAMES OF REPORTING PERSONS Stoneleigh Int'l Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
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) ☐		
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 0	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

1	NAMES OF REPORTING PERSONS Anuenue Asset Management Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
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) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0	
14	TYPE OF REPORTING PERSON (See Instructions) IA	

1	NAMES OF REPORTING PERSONS Ms. Koon H.A. Tse	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
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) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Hong Kong	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 11,221,618(1)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 11,221,618(1)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,221,618(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.8%(2)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Represents the number of Class A Ordinary Shares of the Issuer in the form of (i) 11,221,518 ADSs held by Evenstar Master Fund SPC; (ii) 50 Class A Ordinary Shares held by Evenstar Master Fund SPC; and (iii) 50 Class A Ordinary Shares held by ESSL. Each ADS represents one Class A Ordinary Share. Ms. Koon H.A. Tse expressly disclaims beneficial ownership of such securities and the filing of this Schedule 13D shall not be construed as an admission that Ms. Koon H.A. Tse is, for the purposes of Section 13D or 13G of the Act, the beneficial owner of any securities covered by this Schedule 13D.

(2) This percentage is calculated based on 66,788,662 Class A Ordinary Shares of the Issuer outstanding as of September 30, 2022, as reported in the Issuer's Form 6-K filed with the SEC on November 16, 2022.

1	NAMES OF REPORTING PERSONS James T.Y. Yang	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
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) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 11,221,618(1)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 11,221,618(1)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,221,618(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.8%(2)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Represents the number of Class A Ordinary Shares of the Issuer in the form of (i) 11,221,518 ADSs held by Evenstar Master Fund SPC; (ii) 50 Class A Ordinary Shares held by Evenstar Master Fund SPC; (iii) 50 Class A Ordinary Shares held by ESSL. Each ADS represents one Class A Ordinary Share. Mr. James T.Y. Yang expressly disclaims beneficial ownership of such securities and the filing of this Schedule 13D shall not be construed as an admission that Mr. James T.Y. Yang is, for the purposes of Section 13D or 13G of the Act, the beneficial owner of any securities covered by this Schedule 13D.

(2) This percentage is calculated based on 66,788,662 Class A Ordinary Shares of the Issuer outstanding as of September 30, 2022, as reported in the Issuer's Form 6-K filed with the SEC on November 16, 2022.

Item 1. Security and Issuer.

This Amendment No. 2 to Schedule 13D (as so amended, this "Schedule 13D") is being filed to amend the Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") on July 13, 2020 (the "Original Schedule 13D"), as subsequently amended by Amendment No. 1 filed with the SEC on January 6, 2021, with respect to the Class A ordinary shares, par value US$0.001 per share ("Class A Ordinary Shares") of China Index Holdings Limited, a company organized under the laws of the Cayman Islands (the "Issuer"), whose principal executive offices are located at Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, People's Republic of China.

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

Item 3 is hereby amended and supplemented by adding the following:

On December 30, 2021, (i) 966,982 ADSs were transferred by Stoneleigh to Evenstar Fund for nil consideration as realized collateral in relation to the Stoneleigh Put Option Agreement, and (ii) 1,696,320 ADSs were transferred by Geminis Investors to Evenstar Fund for nil consideration as realized collateral in relation to the Geminis Investors Put Option Agreement.

In January 2021, Geminis Funds sold an aggregate of 88,620 ADSs for a total consideration of US$182,091 in the open market on the following dates: (a) 29,217 ADSs on January 12, 2021, (b) 29,903 ADSs on January 13, 2021, and (c) 29,500 ADSs on January 22, 2021. After the above open-market sales, Geminis Funds held 1,448,749 ADSs.

On November 24, 2022, Geminis Funds and Triple Surge Holdings Limited (collectively as the "Transferors") and Evenstar Fund for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio (the "Transferee") entered into a transfer agreement under which, (i) Geminis Funds and Triple Surge Holdings Limited agree to transfer 1,448,749 and 313,967 ADSs respectively, in an aggregate of 1,762,716 ADSs, with all beneficial ownership (including sole voting, investment and dispositive power, to the exclusion of any pecuniary or economic interest) attached thereto to the Transferee in consideration of US$0.00 per ADS, such that the Transferee shall be deemed the beneficial owner of such ADSs for purposes of Section 13(d) of the Act and the rules promulgated thereunder with effect from November 24, 2022, and (ii) the Transferee and each of the Transferors agree to enter into a total return arrangement pursuant to which each of the Transferors shall retain all economic interests in such ADSs (including the right to receive all dividends or distributions paid on, and proceeds from the future dispositions of, the ADSs) and pay a reasonable fee as consideration to the Transferee, with such total return arrangement to expire upon mutual agreement between the Transferee and each Transferor.

The descriptions of the Merger Agreement (as defined below), the Support Agreement (as defined below), the Fang Equity Commitment Letter (as defined below), the Interim Investors Agreement (as defined below), and the Fang Limited Guarantee (as defined below) are incorporated by reference in this Item 3.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented by adding the following:

The information set forth in Item 3 is hereby incorporated by reference in this Item 4.

On October 12, 2022, Fang Holdings Limited (the "Lead Investor"), Tianquan Mo ("Mr. Mo"), ACE Smart Investments Limited, Media Partner Technology Limited, Next Decade Investments Limited, Karistone Limited, Open Land Holdings Limited (each of such companies, a "Mr. Mo's Affiliate", and collectively, "Mr. Mo's Affiliates"), True Knight Limited ("True Knight"), Digital Link Investments Limited ("Digital Link") and General Atlantic Singapore Fund Pte. Ltd. (together with its affiliated investment entities, "General Atlantic") (collectively, the "Consortium Members") entered into a consortium agreement (the "Consortium Agreement"). The Consortium Agreement provides, among other things, for (i) cooperation in negotiation with the Issuer with respect to the proposed transaction (the "Proposed Transaction"), (ii) cooperation in engaging advisors, and (iii) cooperation in preparing, negotiating and finalizing definitive documentation in connection with the Proposed Transaction. During the period continuing for twelve months after signing of the Consortium Agreement, subject to extension or early termination on the occurrence of certain termination

events, each Consortium Member has agreed to work exclusively with the other Consortium Members with respect to the Proposed Transaction (including to vote all of its shares, or cause all of its shares to be voted, against any competing transaction and in favor of the Proposed Transaction at shareholders' meetings) and not to (a) make a competing proposal or (b) acquire or dispose of any securities of the Issuer. A copy of the Consortium Agreement is included as Exhibit 99.2 of the Amendment No. 6 to Schedule 13D jointly filed with the SEC by the Lead Investor, Mr. Mo, Mr. Mo's Affiliates, True Knight, Digital Link and certain of their affiliates named therein on October 13, 2022 (the "Schedule 13D/A No.6") and incorporated by reference herein in its entirety.

On October 13, 2022, the Consortium Members submitted a non-binding proposal (the "Updated Proposal") to the Issuer's board of directors expressing their interest in participating in the transaction initially proposed by the Lead Investor in the preliminary non-binding proposal letter dated August 23, 2022 (which is included as Exhibit 99.1 of the Form 6-K filed by the Issuer on August 23, 2022), to acquire all of the outstanding ordinary shares of the Issuer, including Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs) and Class B ordinary shares of par value US$0.001 per share (each, a "Class B Ordinary Share"), not beneficially owned by the Consortium Members in a going-private transaction at a purchase price of US$0.84 per share or ADS. The Proposed Transaction is subject to a number of conditions, including, among other things, the negotiation and execution of definitive documents and other related agreements mutually acceptable in form and substance to the Issuer and the Consortium Members. Neither the Issuer nor any Consortium Member is obligated to complete the Proposed Transaction, and a binding commitment with respect to the Proposed Transaction will result only from the execution of definitive documents, and then will be on the terms provided in such documentation. A copy of the Updated Proposal is included as Exhibit 99.3 to the Schedule 13D/A No. 6 and incorporated by reference herein in its entirety.

On November 25, 2022, Evenstar Fund for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and ESSL each entered into a deed of adherence (each a "Deed of Adherence" and collectively as the "Deeds of Adherence") to the Consortium Agreement to join the consortium as an additional rollover shareholder and intend to finance the Proposed Transaction with additional equity capital in the form of rollover equity in the Issuer. After the entry into the Deeds of Adherence, the "Consortium Members" in this Schedule 13D consist of the Lead Investor, Mr. Mo, Mr. Mo's Affiliates, True Knight, Digital Link, General Atlantic, Evenstar Fund for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio, and ESSL. Copies of the Deeds of Adherence are attached hereto as Exhibits 99.4 and 99.5 and incorporated by reference herein in their entirety.

On December 22, 2022, the Issuer announced in a press release that it had entered into an agreement and plan of merger (the "Merger Agreement"), by and among the Issuer, CIH Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), and CIH Merger Sub Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"). Pursuant to the Merger Agreement, and subject to the terms and conditions thereof, Merger Sub will be merged with and into the Issuer (the "Merger") through a short-form merger in accordance with Section 233(7) of the Companies Act (As Revised) of the Cayman Islands (the "Companies Act"), with the Issuer continuing as the surviving company and becoming a wholly owned subsidiary of Parent. Under the terms of the Merger Agreement, each ADS issued and outstanding immediately prior to the effective time of the Merger, together with the underlying shares represented by such ADSs, other than the Excluded Shares (as defined below), will be cancelled in exchange for the right to receive US$1.00 in cash per ADS (but subject to US$0.05 per ADS cancellation fee) without interest and net of any applicable withholding taxes, and each ordinary share of the Issuer issued and outstanding immediately prior to the effective time of the Merger (other than (i) the Excluded Shares (as defined below), (ii) ordinary shares held by the shareholders who have validly delivered and not effectively withdrawn dissent notices, or have not otherwise lost their rights to dissent from the Merger, in accordance with Section 238 of the Companies Act, and (iii) ordinary shares represented by ADSs) will be cancelled and cease to exist in exchange for the right to receive US$1.00 in cash per share without interest and net of any applicable withholding tax. The Excluded Shares (other than those held by Merger

Sub, which will be converted into shares of the surviving company resulting from the Merger) will be automatically cancelled and cease to exist, without payment of any consideration or distribution therefor. Following the consummation of the Merger, the Issuer will become a wholly owned subsidiary of Parent, the ADSs will be delisted from NASDAQ, the Issuer's obligations to file periodic reports under the Act will terminate and the Issuer will be privately held by the Consortium Members. The information disclosed in this paragraph is qualified in its entirety by reference to the Merger Agreement, a copy of which is included as Exhibit 99.2 to the Current Report on Form 6-K of the Issuer filed to the SEC on December 22, 2022 and which is incorporated herein by reference in its entirety.

The Consortium Members anticipate that approximately US$14.8 million is expected to be expended to complete the Merger. This amount includes (a) the estimated funds required by Parent to purchase all of the issued and outstanding ordinary shares other than the ordinary shares (including the ordinary shares represented by the ADSs) held by the Consortium Members (such shares, collectively, the "Rollover Shares", and the Consortium Members, collectively, the "Rollover Shareholders", each a "Rollover Shareholder") and the ordinary shares (including the ordinary shares represented by the ADSs) held by Parent and Merger Sub, ADSs representing the treasury shares and certain other shares specified in the Merger Agreement (together with the Rollover Shares, the "Excluded Shares"), at a purchase price of US$1.00 per ordinary share or US$1.00 per ADS (but subject to US$0.05 per ADS cancellation fee), (b) the estimated transaction costs associated with Merger and the other transactions contemplated by the Merger Agreement (the "Transactions").

Concurrently with the execution of the Merger Agreement, Parent, Merger Sub, and the Rollover Shareholders entered into a support agreement dated as of December 22, 2022 (the "Support Agreement") with Parent, pursuant to which they have agreed with Parent, among other things, that prior to the closing, each Rollover Shareholder will contribute their respective Rollover Shares to Merger Sub directly or indirectly in exchange for (a) newly issued class A ordinary shares of Parent, par value US$0.001, if such Rollover Shares are Class A Ordinary Shares and/or (b) newly issued class B ordinary shares of Parent, par value US$0.001, if such Rollover Shares are Class B Ordinary Shares, in each case, in the amount set forth in the column titled "Parent Shares to be Issued" opposite such Rollover Shareholder's name on Schedule A to the Support Agreement. The information in this paragraph is qualified in its entirety by reference to the Support Agreement, a copy of which is filed as Exhibit 99.6, and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement, each Consortium Member (or its applicable affiliate) entered into an interim investors agreement (the "Interim Investors Agreement") with Parent and Merger Sub, pursuant to which the parties thereto agreed to certain terms and conditions that will govern the actions of Parent and Merger Sub and the relationship among the Consortium Members with respect to the Transactions. The Consortium Agreement has been terminated pursuant to the Interim Investors Agreement. The information disclosed in this paragraph is qualified in its entirety by reference to the Interim Investors Agreement, a copy of which is filed as Exhibit 99.7, and which is incorporated herein by reference in its entirety.

The Transactions will be funded through the combination of (i) the proceeds from a sale to the Lead Investor of Parent equity securities contemplated by an equity commitment letter dated December 22, 2022 (the "Fang Equity Commitment Letter") by and between the Lead Investor and Parent, and (ii) the Rollover Shares contributed by the Rollover Shareholders, pursuant to the Support Agreement.

Under the terms and subject to the conditions of the Fang Equity Commitment Letter, the Lead Investor will provide, or cause to be provided, equity financing to Parent in an amount of US$14,831,699 in connection with and at the effective time of the Merger (as described in more detail below). The proceeds of the commitment shall be used by Parent solely for the purpose of enabling Parent to fund (a) payment of the total amount of merger consideration to consummate the Merger, (b) all other amounts required to be paid by Parent and Merger Sub pursuant to and in accordance with the Merger Agreement, together with all related fees and expenses of Parent and Merger Sub payable in connection with the Merger and the Transactions, and (c) all of Parent and Merger Sub's other payment obligations in connection with the Merger and the Transactions.

Concurrently with the execution of the Merger Agreement, the Lead Investor executed and delivered a limited guarantee (the "Fang Limited Guarantee") in favor of the Issuer with respect to certain obligations of Parent under the Merger Agreement, including without limitation, due and punctual payment of certain termination fee that may become payable to the Issuer by Parent under certain circumstances and certain costs and expenses, as set forth in the Merger Agreement.

The consummation of the Transactions could result in one or more of the actions specified in Item 4(a)-(j) of Schedule 13D, including the acquisition or disposition of securities of the Issuer, a merger or other extraordinary transaction involving the Issuer, a change to the board of directors of the Issuer (as the surviving company in the Merger), and a change in the Issuer's memorandum and articles of association to reflect that the Issuer would become a privately held company.

Item 5. Interest in Securities of the Issuer.

Item 5(a)-(b) is hereby amended and replaced with the following:

(a)-(b) The responses of each Reporting Person to Rows (7) through (13) of the cover pages to this Schedule 13D are hereby incorporated by reference in this Item 5.

As a result of the arrangements set forth in Item 4 of this Schedule 13D, the Reporting Persons may be deemed to be members of a "group" with other Consortium Members that own Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs) or Class B Ordinary Shares pursuant to Section 13(d) of the Act. Each Reporting Person expressly disclaims beneficial ownership of the Class A Ordinary Shares or Class B Ordinary Shares beneficially owned by any other reporting person(s) or other Consortium Members. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that any of the Reporting Persons beneficially owns any Class A Ordinary Shares or any Class B Ordinary Shares that are beneficially owned by any other reporting person(s) or other Consortium Members. The Reporting Persons are only responsible for the information contained in this Schedule 13D and assume no responsibility for information contained in any other Schedules 13D filed by any other reporting person(s) or other Consortium Members.

Based on the Amendment No. 8 to Schedule 13D as jointly filed by the Lead Investor, Mr. Mo, Mr. Mo's Affiliates, True Knight, Digital Link and certain of their affiliates named therein on December 22, 2022, the Consortium Members may be deemed to beneficially own (i) an aggregate of 55,052,139 Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs), representing 78.8% of outstanding Class A Ordinary Shares and (ii) an aggregate of 25,391,206 Class B Ordinary Shares, representing 100% of 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 Consortium Members may be deemed to beneficially own approximately 84.4% of the total number of outstanding Class A Ordinary Shares (including the number of Class B Ordinary Shares convertible into Class A Ordinary Shares). 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. The Consortium Members may therefore be deemed to beneficially own the ordinary shares representing approximately 95.4% of the total voting power of the Issuer. The Shares issuable upon the exercise of options or vesting of restricted shares of the Issuer within 60 days following December 22, 2022 are included for purposes of calculation in this paragraph.

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

Item 6 of the Original Schedule 13D contains the following sentence:

"The disclosure set forth in Item 3 of this Schedule 13D is incorporated by reference."

The above sentence is hereby amended and replaced in its entirety as follows:

"The disclosure set forth in Items 3 and 4 of this Schedule 13D is incorporated by reference."

Item 7. Materials to be Filed as Exhibits

Item 7 is hereby amended and supplemented by adding the following exhibits:

Exhibit Number	Description
99.4	Deed of Adherence by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio, dated November 25, 2022
99.5	Deed of Adherence by Evenstar Special Situations Limited, dated November 25, 2022
99.6	Support Agreement, dated December 22, 2022
99.7	Interim Investors Agreement, dated December 22, 2022

SIGNATURE

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: December 30, 2022

Evenstar Capital Management Limited

By: /s/ James T.Y. Yang
Name: James T.Y. Yang
Title: Director

Stoneleigh Int'l Limited

By: /s/ James T.Y. Yang
Name: James T.Y. Yang
Title: Director

Anuenue Asset Management Limited

By: /s/ James T.Y. Yang
Name: James T.Y. Yang
Title: Director

Koon H.A. Tse

By: /s/ Koon H.A. Tse

James T.Y. Yang

By: /s/ James T.Y. Yang

EXHIBIT 99.4

DEED OF ADHERENCE

This Deed of Adherence (this "Deed") is entered into on November 25, 2022

BY:

Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio, an exempted company incorporated under the laws of the Cayman Islands with limited liability with its registered address at PO Box 309, Ugland House, South Church Street, George Town, KY1-1104, Cayman Islands (together with its affiliated investment entities, "Evenstar")(the "Additional Member").

RECITALS:

(A) On October 12, 2022, the parties listed on Annex A to this Deed (the "Existing Members") entered into a consortium agreement (the "Consortium Agreement") and proposed to, among other things, undertake an acquisition transaction (the "Transaction") with respect to China Index Holdings Limited, a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market ("NASDAQ") (the "Company"), pursuant to which the Company would be delisted from NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act").

(B) Additional members may be admitted to the Consortium pursuant to Section 1.5 of the Consortium Agreement.

(C) The Additional Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Deed, and to be bound by the terms of the Consortium Agreement as a Party thereto.

THIS DEED WITNESSES as follows:

1. Defined Terms And Construction

(a) Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

(b) This Deed shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

2. Undertakings

(a) Assumption of obligations

The Additional Member undertakes to each other Party to the Consortium Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the Additional Member and with

effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the Additional Member as if the Additional Member had been a Party under the Consortium Agreement at the date of execution thereof. The Committed Investment Amount and/or the number of Rollover Shares to be contributed by the Additional Member are set forth in Schedule A hereto.

3. Representations And Warranties

(a) The Additional Member represents and warrants to each of the other Parties as follows:

(1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in the preamble of this Deed and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

(2) Due Authorization

It has full power and authority to execute and deliver this Deed and the execution, delivery and performance of this Deed by the Additional Member has been duly authorized by all necessary action on behalf of the Additional Member.

(3) Legal, Valid and Binding Obligation

This Deed has been duly executed and delivered by the Additional Member and constitutes the legal, valid and binding obligation of the Additional Member, enforceable against it in accordance with the terms hereof (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

(4) Ownership

As of the date of this Deed, (i) the Additional Member holds (A) of record the number of Company Shares set forth under the heading "Shares Held of Record" next to its name on Schedule B hereto (specifying the number held as Class A and Class B ordinary shares of the Company, and Class A ordinary shares in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule B hereto, in each case free and clear of any encumbrances or restrictions; (ii) the Additional Member has the sole right to Control the voting and disposition of such Company Shares (if any) and any other Securities (if any) held by it; and (iii) none of the Additional Member and its Affiliates owns, directly or indirectly, any Company Shares or other Securities, other than as set forth on Schedule B hereto.

(5) Reliance

The Additional Member acknowledges that the Existing Members have consented to the admission of the Additional Member to the Consortium on the basis of and in reliance upon (among other things) the representations and warranties in Sections 3(a)(1) to 3(a)(4) above, and the Existing Members' consent was induced by such representations and warranties.

4. Miscellaneous

Sections 7 (Notices), 9.8 (Governing Law), and 9.9 (Dispute Resolution) of the Consortium Agreement shall apply *mutatis mutandis* to this Deed.

[Signature page follows.]

IN WITNESS WHEREOF, the Additional Member has executed this Deed as a deed and delivered this Deed as of the day and year first above written.

EXECUTED AS A DEED BY)

EVENSTAR MASTER FUND SPC)
FOR AND ON BEHALF OF EVENSTAR)
MASTER SUB-FUND SEGREGATED)
PORTFOLIO)
)
)
)
)
By: /s/ James Yang)
Name: James Yang)
Title: Director)

in the presence of
Signature: /s/ Cindy Tam
Name: Cindy Tam
Occupation: Personal Assistant
Address: 27/F, 18 Pennington Street, Causeway Bay, Hong Kong

Notice details:
Address: PO Box 309, Ugland House, South Church Street, George Town, KY1-1104, Cayman Islands
Attention: The Directors of the Fund

with a copy to (which alone shall not constitute notice):
Evenstar Capital Management Limited
Address: PO Box 309, Ugland House, South Church Street, George Town, KY1-1104, Cayman Islands
Attention: Directors of Evenstar Capital Management Limited

ANNEX A (DEED OF ADHERENCE)

EXISTING MEMBERS

1. Fang Holdings Limited
2. Tianquan Mo and his Affiliates, including:
    a. ACE Smart Investments Limited
    b. Media Partner Technology Limited
    c. Next Decade Investments Limited
    d. Karistone Limited
    e. Open Land Holdings Limited
3. General Atlantic Singapore Fund Pte. Ltd.
4. Digital Link Investments Limited
5. True Knight Limited

EXHIBIT 99.5

DEED OF ADHERENCE

This Deed of Adherence (this "Deed") is entered into on November 25, 2022

BY:

Evenstar Special Situations Limited, an exempted company incorporated under the laws of the Cayman Islands with limited liability with its registered address at PO Box 309, Ugland House, South Church Street, George Town, KY1-1104, Cayman Islands (together with its affiliated investment entities, "Evenstar") (the "Additional Member").

RECITALS:

(A) On October 12, 2022, the parties listed on Annex A to this Deed (the "Existing Members") entered into a consortium agreement (the "Consortium Agreement") and proposed to, among other things, undertake an acquisition transaction (the "Transaction") with respect to China Index Holdings Limited, a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market ("NASDAQ") (the "Company"), pursuant to which the Company would be delisted from NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act").

(B) Additional members may be admitted to the Consortium pursuant to Section 1.5 of the Consortium Agreement.

(C) The Additional Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Deed, and to be bound by the terms of the Consortium Agreement as a Party thereto.

THIS DEED WITNESSES as follows:

1. Defined Terms And Construction

(a) Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

(b) This Deed shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

2. Undertakings

(a) Assumption of obligations

The Additional Member undertakes to each other Party to the Consortium Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the Additional Member and with

effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the Additional Member as if the Additional Member had been a Party under the Consortium Agreement at the date of execution thereof. The Committed Investment Amount and/or the number of Rollover Shares to be contributed by the Additional Member are set forth in Schedule A hereto.

3. Representations And Warranties

(a) The Additional Member represents and warrants to each of the other Parties as follows:

(1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in the preamble of this Deed and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

(2) Due Authorization

It has full power and authority to execute and deliver this Deed and the execution, delivery and performance of this Deed by the Additional Member has been duly authorized by all necessary action on behalf of the Additional Member.

(3) Legal, Valid and Binding Obligation

This Deed has been duly executed and delivered by the Additional Member and constitutes the legal, valid and binding obligation of the Additional Member, enforceable against it in accordance with the terms hereof (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

(4) Ownership

As of the date of this Deed, (i) the Additional Member holds (A) of record the number of Company Shares set forth under the heading "Shares Held of Record" next to its name on Schedule B hereto (specifying the number held as Class A and Class B ordinary shares of the Company, and Class A ordinary shares in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule B hereto, in each case free and clear of any encumbrances or restrictions; (ii) the Additional Member has the sole right to Control the voting and disposition of such Company Shares (if any) and any other Securities (if any) held by it; and (iii) none of the Additional Member and its Affiliates owns, directly or indirectly, any Company Shares or other Securities, other than as set forth on Schedule B hereto.

(5) Reliance

The Additional Member acknowledges that the Existing Members have consented to the admission of the Additional Member to the Consortium on the basis of and in reliance upon (among other things) the representations and warranties in Sections 3(a)(1) to 3(a)(4) above, and the Existing Members' consent was induced by such representations and warranties.

4. Miscellaneous

Sections 7 (Notices), 9.8 (Governing Law), and 9.9 (Dispute Resolution) of the Consortium Agreement shall apply *mutatis mutandis* to this Deed.

[Signature page follows.]

IN WITNESS WHEREOF, the Additional Member has executed this Deed as a deed and delivered this Deed as of the day and year first above written.

EXECUTED AS A DEED BY)

EVENSTAR SPECIAL SITUATIONS LIMITED)
)
)
)
By: /s/ James Yang)
Name: James Yang)
Title: Director)

in the presence of
Signature: /s/ Cindy Tam
Name: Cindy Tam
Occupation: Personal Assistant
Address: 27/F, 18 Pennington Street, Causeway Bay, Hong Kong

Notice details:
Address: PO Box 309, Ugland House, South Church Street, George Town, KY1- 1104, Cayman Islands
Attention: The Directors of the Fund

with a copy to (which alone shall not constitute notice):
Evenstar Capital Management Limited
Address: PO Box 309, Ugland House, South Church Street, George Town, KY1- 1104, Cayman Islands
Attention: Directors of Evenstar Capital Management Limited

ANNEX A (DEED OF ADHERENCE)

EXISTING MEMBERS

1. Fang Holdings Limited
2. Tianquan Mo and his Affiliates, including:
    a. ACE Smart Investments Limited
    b. Media Partner Technology Limited
    c. Next Decade Investments Limited
    d. Karistone Limited
    e. Open Land Holdings Limited
3. General Atlantic Singapore Fund Pte. Ltd.
4. Digital Link Investments Limited
5. True Knight Limited

EXHIBIT 99.6

Execution Version

EQUITY CONTRIBUTION AGREEMENT

This **EQUITY CONTRIBUTION AGREEMENT** (this "***Agreement***") is made and entered into as of December 22, 2022 by and among (i) CIH Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("***Parent***"), (ii) CIH Merger Sub Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly-owned Subsidiary of Parent ("***Merger Sub***") and (iii) certain shareholders of China Index Holdings Limited, an exempted company with limited liability registered under the Laws of the Cayman Islands (the "***Company***"), listed on Schedule A (each, a "***Rollover Shareholder***" and collectively, the "***Rollover Shareholders***"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, concurrently herewith, Parent, Merger Sub, and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "***Merger Agreement***"), pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving company and a wholly-owned Subsidiary of Parent (the "***Merger***");

WHEREAS, as of the date hereof, each Rollover Shareholder is the legal and "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of the Shares (including Shares represented by American depositary shares (the "***ADSs***") as set forth in the column titled "Rollover Shares" opposite such Rollover Shareholder's name on Schedule A hereto (such Shares owned by such Rollover Shareholder, together with any additional Shares (including Shares represented by ADSs) acquired (whether beneficially or of record) by such Rollover Shareholder after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Rollover Shareholder's obligations hereunder, including without limitation, any Shares that a Rollover Shareholder may acquire by means of purchase, dividend or distribution, or issued upon the exercise or settlement of any Company Equity Awards, or any other options or warrants or the conversion of any convertible securities or otherwise, subject to adjustment as contemplated by Section 6(b), the "***Rollover Shares***");

WHEREAS, in connection with the consummation of the transactions contemplated by the Merger Agreement (the "***Transactions***"), including the Merger, each of the Rollover Shareholders agrees to prior to the Closing, contribute their respective Rollover Shares to Merger Sub directly or indirectly in exchange for (a) newly issued class A ordinary shares of Parent, par value US$0.001 ("***Class A Parent Shares***"), if such Rollover Shares are class A ordinary shares, par value US$0.001 per share, of the Company (the "***Class A Shares***") and/or (b) newly issued class B ordinary shares of Parent, par value US$0.001 ("***Class B Parent Shares***" and, together with Class A Parent Shares, the "***Parent Shares***"), if such Rollover Shares are class B ordinary shares, par value US$0.001 per share, of the Company (the "***Class B Shares***") , in each case, in the amount set forth in the column titled "Parent Shares to be Issued" opposite such Rollover Shareholder's name on Schedule A hereto;

WHEREAS, in order to induce Parent, Merger Sub and the Company to enter into the Merger Agreement and consummate the Transactions, including the Merger, Parent, Merger Sub and the Rollover Shareholders are entering into this Agreement; and

WHEREAS, each Rollover Shareholder acknowledges that Parent, Merger Sub and Company are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of such Rollover Shareholder set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parent, Merger Sub and each Rollover Shareholder, intending to be legally bound hereby, Parent, Merger Sub and each Rollover Shareholder hereby agree as follows:

1. Contribution of Rollover Shares by Rollover Shareholders to Merger Sub. Upon the terms and subject to the conditions set forth herein, immediately prior to the Contribution Closing (as defined below) and without further action by the Rollover Shareholders (except as described in Section 4 below), each Rollover Shareholder's right, title and interest in and to the Rollover Shares shall be contributed, assigned, transferred and delivered to Merger Sub, free and clear of all Liens other than Permitted Liens and all other Equity Interests of the Company held by such Rollover Shareholder, if any, shall be treated in accordance with the Merger Agreement and not be affected by the provisions of this Agreement.

2. Issuance of Parent Shares. In consideration of the contribution, assignment, transfer and delivery of the Rollover Shares to Merger Sub pursuant to Section 1 of this Agreement, Parent shall issue Parent Shares in the name of each Rollover Shareholder (or in the name of an Affiliate as designated by such Rollover Shareholder in writing before the Contribution Closing) in such amounts as provided in the column titled "Parent Shares to be Issued" set forth opposite such Rollover Shareholder's name on Schedule A hereto. Each Rollover Shareholder hereby acknowledges and agrees that (a) the value of the Parent Shares issued to such Rollover Shareholder or his/her/its designated Affiliate is equal to the product of (x) the total number of Rollover Shares contributed by such Rollover Shareholder *multiplied* by (y) the Per Share Merger Consideration under the Merger Agreement, (b) delivery of such Parent Shares shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Shareholder by Parent with respect to the applicable Rollover Shares and (c) upon receipt of such Parent Shares, such Rollover Shareholder shall have no right to any other consideration against Parent with respect to the Rollover Shares contributed to Merger Sub by such Rollover Shareholder pursuant to this Agreement. Subject to Section 3.3 of the Merger Agreement, no Parent Shares issued in connection with the Merger shall be issued at a price per share lower than the value of the Parent Shares issued hereunder.

3. Contribution Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in Sections 8.1, 8.2 and 8.3 of the Merger Agreement (other than conditions that by their nature are to be satisfied at the Closing or validly waived), the closing of the contribution and exchange contemplated hereby (the "***Contribution Closing***") shall take place no later than one (1) Business Day prior to the Closing, and the issuance of Parent Shares shall take place on or prior to the Closing. Assuming full performance by each Rollover Shareholder of his/her/its obligations under Section 1, upon the Contribution Closing, Merger Sub shall be the registered holder of Shares representing at least 90% of the voting power of the Shares exercisable in a general meeting of the Company, and the Merger will be carried out through a "short-form" merger in accordance with Part XVI and in particular section 233(7) of the Companies Act.

4. Deposit of Rollover Shares Documents. No later than five (5) Business Days prior to the Contribution Closing, each Rollover Shareholder or any agent of such Rollover Shareholder shall deliver or cause to be delivered to Parent, for disposition in accordance with the terms hereof, (a) duly executed instrument of transfer for his/her/its Rollover Shares in favor of Merger Sub (and any and all other formalities as reasonably required by the Company in order to effect the transfer of all Rollover Shares held by such Rollover Shareholder) dated as of the date of the Contribution Closing, or as Parent may direct in writing, in form reasonably acceptable to Parent, and (b) share certificates, if any, representing his/her/its Rollover Shares (the "***Rollover Shares Documents***"). The Rollover Shares Documents shall be held by Parent or any agent authorized by Parent until the Contribution Closing, at which time they shall be delivered to the Company in order to give full effect to the Contribution Closing as contemplated by this Agreement, including procuring that the Company register the Rollover Shares in favor of Merger Sub in its register of members as at the Contribution Closing. To the extent that any Rollover Shares of a Rollover Shareholder are held in street name or otherwise represented by ADSs, such Rollover Shareholder shall execute such instruments and take such other actions, in each case, as are reasonably requested by Parent to convert his/her/its ADSs into Rollover Shares no later than five (5) Business Days prior to the Contribution Closing pursuant to the terms of the Deposit Agreement, and each Rollover Shareholder shall pay any applicable fees, charges and expenses of the Depositary and government charges due to or incurred by the Depositary in connection with such conversion.

5. Delivery of Register of Members. At the Contribution Closing, Parent shall deliver to each Rollover Shareholder a copy of the updated register of members of Parent as of the date of the Contribution Closing, certified by the registered agent or a director of Parent, reflecting the issuance to such Rollover Shareholder of such number and class of Parent Shares set forth opposite the name of such Rollover Shareholder on Schedule A hereto. Promptly after the Contribution Closing, upon written request of any Rollover Shareholder, Parent shall deliver to such Rollover Shareholder a share certificate representing such number and class of Parent Shares set forth opposite the name of such Rollover Shareholder in Schedule A hereto.

6. Irrevocable Election.

(a) The execution of this Agreement by each Rollover Shareholder evidences, subject to Section 12, the irrevocable election and agreement by such Rollover Shareholder to contribute his/her/its respective Rollover Shares to Merger Sub in exchange for Parent Shares at the Contribution Closing on the terms and conditions set forth herein. In furtherance of the foregoing, each Rollover Shareholder covenants and agrees, severally but not jointly, that during the period commencing on the date hereof and continuing until the Expiration Time (as defined below) (the "***Term***"), except as set out on Schedule B hereto or expressly contemplated under this Agreement or the Merger Agreement, such Rollover Shareholder shall not, directly or indirectly, (i) sell (constructively or otherwise), offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, an interest in any of his/her/its Rollover Shares ("***Transfer***") or permit the Transfer by any of his/her/its Affiliates of an interest in any of his/her/its Rollover Shares, (ii) enter into any Contract, undertaking or understanding with respect to a Transfer or limitation on voting rights of any of his/her/its Rollover Shares, or any right, title or interest thereto or therein, (iii) deposit any of his/her/its Rollover Shares into a voting trust or grant any proxy or enter into a voting agreement, power of attorney or voting trust with respect to any of his/her/its Rollover Shares, (iv) take any action that could reasonably be expected to have the effect of making any of his/her/its representations or warranties set forth in this Agreement untrue or inaccurate, reducing or limiting such Rollover Shareholder's economic interests in his/her/its Rollover Shares, affecting the ownership of his/her/its Rollover Shares or preventing, disabling or delaying such Rollover Shareholder from performing his/her/its obligations under this Agreement or that is intended, or could reasonably be expected, to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement, or (v) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i) through (iv). Any purported Transfer, or other action, in violation of this paragraph shall be null and void.

(b) Each Rollover Shareholder covenants and agrees, severally but not jointly, that such Rollover Shareholder shall promptly (and in any event within two (2) Business Days) notify Parent and the Company of any new Shares with respect to which beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) is acquired by such Rollover Shareholder, including, without limitation, by purchase, as a result of a share dividend, share split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise, conversion or exchange of any securities of the Company, if any, after the date hereof and other than a conversion of his/her/its ADSs into Rollover Shares pursuant to Section 4. Any such Shares shall automatically become subject to the terms of this Agreement as "Rollover Shares", and Schedule A hereto shall be deemed amended accordingly to reflect the rollover of such Shares.

(c) Each Rollover Shareholder hereby waives, and agrees not to exercise, any and all of his/her/its dissenter's rights in connection with the Transaction with respect to any and all Rollover Shares beneficially owned by it/him/her (including, without limitation, any rights under Section 238 of the Companies Act). Merger Sub hereby irrevocably and unconditionally waives any and all dissenter's rights in connection with the Transactions with respect to any and all Rollover Shares to be contributed to it pursuant to this Agreement or otherwise beneficially owned by Merger Sub immediately prior to or at the Effective Time.

7. Non-Solicitation.

(a) Restricted Activities. During the Term, each Rollover Shareholder, solely in his/her/its capacity as a shareholder of the Company, shall not, and shall cause his/her/its Representatives (as applicable) (in each case, acting in their capacity as such to such Rollover Shareholder (the "***Shareholder's Representatives***")) not to, directly or indirectly: (i) solicit, initiate or encourage (including by way of furnishing non-public information relating to the Company or any of its Subsidiaries), or take any other action with the intent to induce the making of any Competing Proposal, (ii) enter into, maintain or continue discussions or negotiations with, or provide any non-public information relating to the Company or any of its Subsidiaries to, any person in connection with any Competing Proposal, (iii) to the extent not required by applicable Law, grant any waiver, amendment or release under any standstill or confidentiality agreement in relation to the Merger, or otherwise facilitate any effort or attempt by any person to make a Competing Proposal, or (iv) approve, endorse or recommend (or publicly propose to approve, endorse or recommend) or enter into any letter of intent, Contract or commitment contemplating or otherwise relating to, or that could reasonably be expected to result in, any Competing Proposal.

(b) Notification. Each Rollover Shareholder, solely in his/her/its capacity as a shareholder of the Company, shall and shall cause his/her/its Shareholder's Representatives as applicable to, immediately cease and cause to be terminated any discussions or negotiations with any parties that may have been conducted heretofore with respect to a Competing Proposal. During the Term, each Rollover Shareholder shall promptly advise Parent in writing of (i) any Competing Proposal, (ii) any request it receives in his/her/its capacity as a shareholder of the Company for non-public information relating to the Company or any of its Subsidiaries, and (iii) any inquiry or request for discussion or negotiation it, he or she receives in his/her/its capacity as a shareholder of the Company regarding a Competing Proposal, including in each case the identity of the person making any such Competing Proposal or indication or inquiry and the terms of any such Competing Proposal or indication or inquiry (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements). Each Rollover Shareholder, in his/her/its capacity as a shareholder of the Company, shall keep Parent reasonably informed on a reasonably current basis of the status and terms (including any material changes to the terms thereof) of any such Competing Proposal or indication or inquiry (including, if applicable, any revised copies of written requests, proposals and offers) and the status of any such discussions or negotiations to the extent known by such Rollover Shareholder. This Section 7(b) shall not apply to any Competing Proposal received by the Company.

(c) Capacity. Notwithstanding anything to the contrary in this Agreement, (i) each Rollover Shareholder is entering into this Agreement, and agreeing to become bound hereby, solely in his/her/its capacity as a beneficial owner of his/her/its Rollover Shares and not in any other capacity (including without limitation any capacity as a director or officer of the Company) and (ii) nothing in this Agreement shall obligate such Rollover Shareholder to take, or forbear from taking, any action as a director or officer of the Company.

8. Representations and Warranties of the Rollover Shareholders. Each Rollover Shareholder makes the following representations and warranties, severally but not jointly and with respect to itself or himself or herself only, to Parent, Merger Sub and the Company, each and all of which shall be true and correct as of the date of this Agreement and unless otherwise specified, as of the Contribution Closing, and shall survive the execution and delivery of this Agreement:

(a) Ownership of Shares. Such Rollover Shareholder is and, immediately prior to the Contribution Closing, will be the legal and beneficial owner of, and has and, immediately prior to the Contribution Closing, will have good and valid title to, his/her/its respective Rollover Shares, free and clear of Liens other than as created by this Agreement and which have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Shareholder of his/her/its obligations under this Agreement. Such Rollover Shareholder has and, as of the Contribution Closing will have, sole or shared (together with his/her/its Affiliates controlled by such Rollover Shareholder) voting power, power of disposition, power to demand dissenter's rights (if applicable) and sole power to agree to all of the matters set forth in this Agreement, with respect to all of his/her/its Rollover Shares, with no limitations, qualifications, or restrictions on such rights, in each case subject to applicable securities Laws, the Laws of the Cayman Islands and the terms of this Agreement. As of the date hereof, other than the Rollover Shares, other securities listed on Schedule A hereto, and the Company Options and the Company Restricted Shares held by the Rollover Shareholders or any of their respective Affiliates to be assumed by Parent in accordance with Section 3.3 of the Merger Agreement (if applicable), such Rollover Shareholder does not own, beneficially or of record, any securities of the Company and any direct or indirect interest in any such securities (including by way of derivative securities). Except as contemplated hereby and as set forth on Schedule B hereto, there are no options, warrants or other rights, agreements arrangements or commitments of any character to which such Rollover Shareholder is a party relating to the pledge, disposition or voting of any of his/her/its Rollover Shares and such Rollover Shareholder's Rollover Shares are not subject to any voting trust agreement or other Contract to which such Rollover Shareholder is a party restricting or otherwise relating to the voting or Transfer of the Rollover Shares other than this Agreement. Such Rollover Shareholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of his/her/its Rollover Shares, except as contemplated by this Agreement. Except for a transfer to Merger Sub as contemplated by Section 1 and as set forth on Schedule B hereto, such Rollover Shareholder has not Transferred any interest in any of his/her/its Rollover Shares, other than any Lien which will be discharged on or prior to the Contribution Closing or as contemplated by this Agreement.

(b) Standing and Authority. Each Rollover Shareholder has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform such Rollover Shareholder's obligations hereunder and to consummate the transactions contemplated hereby, subject to applicable securities Laws and the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Rollover Shareholder and the execution, delivery and performance of this Agreement by such Rollover Shareholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Rollover Shareholder (if applicable) and no other actions or proceedings on the part of such Rollover Shareholder (if applicable) are necessary to authorize this Agreement or to consummate the transaction contemplated hereby. Assuming due authorization, execution and delivery by Parent, Merger Sub, and the other Rollover Shareholders, this Agreement constitutes a legal, valid and binding obligation of such Rollover Shareholder, enforceable against such Rollover Shareholder in accordance with its terms, except as enforcement may be limited by applicable Enforceability Exceptions.

(c) Consents and Approvals; No Violations. Except for the applicable requirements of the Exchange Act, the Securities Act, any other U.S. federal or state securities Laws, the rules and regulations of NASDAQ and the Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary on the part of such Rollover Shareholder for the execution, delivery and performance of this Agreement by such Rollover Shareholder or the consummation by such Rollover Shareholder of the transactions contemplated hereby; and (ii) neither the execution, delivery or performance of this Agreement by such Rollover Shareholder nor the consummation by such Rollover Shareholder of the transactions contemplated hereby, nor compliance by such Rollover Shareholder with any of the provisions hereof shall (A) require the consent or approval of any other Person pursuant to any Contract binding on such Rollover Shareholder or his/her/its properties or assets, (B) conflict with or violate any provision of the organizational documents of any such Rollover Shareholder which is an entity, (C) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Rollover Shareholder pursuant to any Contract to which such Rollover Shareholder is a party or by which such Rollover Shareholder or any property or asset of such Rollover Shareholder is bound or affected, in each case which have, or could have, the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Shareholder of his/her/its obligations under this Agreement, or (D) violate any Law applicable to such Rollover Shareholder or such Rollover Shareholder's properties or assets.

(d) No Litigation. On the date hereof, there is no action, suit, investigation, complaint or other proceeding pending against such Rollover Shareholder or, to the knowledge of such Rollover Shareholder, any other Person or, to the knowledge of such Rollover Shareholder, threatened against such Rollover Shareholder or any other Person, in each case that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Rollover Shareholder of his/her/its obligations under this Agreement.

(e) Reliance. Such Rollover Shareholder understands and acknowledges that Parent, Merger Sub and the Company are entering into the Merger Agreement in reliance upon such Rollover Shareholder's execution, delivery and performance of this Agreement, and the representations, warranties, covenants and other agreements of such Rollover Shareholder made herein.

(f) Receipt of Information. Such Rollover Shareholder has been afforded the opportunity to ask such questions as he/she/it has deemed necessary of, and to receive answers from, Representatives of Parent concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning the Parent Shares, the Transactions and the calculation and determination of the number and value of Parent Shares to be received by such Rollover Shareholder pursuant to this Agreement. Such Rollover Shareholder acknowledges that he/she/it has been advised to discuss with his/her/its own counsel the meaning and legal consequences of such Rollover Shareholder's representations and warranties in this Agreement and the transactions contemplated hereby and is relying solely on his/her/its own counsel and other advisors for legal, financial and other advice with respect to the transactions contemplated hereby.

(g) Purchase Entirely For Own Account. Such Rollover Shareholder hereby confirms that the Parent Shares to be acquired by such Rollover Shareholder will be acquired for investment for such Rollover Shareholder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that such Rollover Shareholder has no present intention of selling, granting any participation in, or otherwise distributing

the same, except as set forth on Schedule B hereto. By executing this Agreement, such Rollover Shareholder further represents that such Rollover Shareholder does not presently have any Contract, understanding or undertaking with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of his/her/its Rollover Shares, except as set forth on Schedule B hereto.

(h) Restricted Securities. Such Rollover Shareholder understands that the Parent Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Rollover Shareholder's representations as expressed herein. Such Rollover Shareholder understands that the Parent Shares will constitute "restricted securities" under applicable U.S. federal and state securities Laws and that, pursuant to these Laws, such Rollover Shareholder must hold the Parent Shares indefinitely unless they are registered with the SEC for resale by such Rollover Shareholder and qualified by U.S. state authorities, or an exemption from such registration and qualification requirements is available. Such Rollover Shareholder acknowledges that Parent has no obligation to register or qualify the Parent Shares for resale. Such Rollover Shareholder further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the availability of public information, time and manner of sale and the holding period for the Parent Shares, and on requirements relating to Parent which are outside of the Rollover Shareholder's control, and which Parent is under no obligation and may not be able to satisfy.

(i) No Public Market. Such Rollover Shareholder understands that no public market now exists for the Parent Shares, and that Parent has made no assurances that a public market will ever exist for the Parent Shares.

(j) Legends. Such Rollover Shareholder understands that the Parent Shares, and any securities issued in respect of or exchange for the Parent Shares, may be notated with any legend required by the securities Laws of any Governmental Entity to the extent such Laws are applicable to the Parent Shares represented by the certificate, instrument, or book entry so legended.

(k) Status of Rollover Shareholders. Such Rollover Shareholder is either (i) an "accredited investor" within the meaning of the SEC Rule 501 of Regulation D, as presently in effect, under the Securities Act, or (ii) not a "U.S. person" as defined in Rule 902 of Regulation S of the Securities Act. Such Rollover Shareholder also represents that either (a) it has not been organized for the purpose of acquiring the Parent Shares or (b) if it has been organized for the purpose of acquiring the Parent Shares, the equity owners of such entity (x) are "accredited investors" or (y) are not "U.S. Person".

(l) No Inducements. Other than the Merger Agreement, an interim investors agreement, dated as of the date hereof, by and among Parent, Merger Sub and the Rollover Shareholders (the "***Interim Investors Agreement***"), the Equity Commitment Letter and any other agreement or instrument delivered in connection with the transaction contemplated by this Agreement, none of Parent or any other Person has made any oral or written representation, inducement, promise or agreement to such Rollover Shareholder in connection with the subject matter of this Agreement and the transactions contemplated by this Agreement, other than as expressly set forth in this Agreement.

9. Representations and Warranties of Parent and Merger Sub. Each of Parent and Merger Sub jointly and severally makes the following representations and warranties to each Rollover Shareholder, each and all of which shall be true and correct as of the date of this Agreement and unless otherwise specified, as of the Contribution Closing, and shall survive the execution and delivery of this Agreement:

(a) Organization, Standing and Authority. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each of Parent and Merger Sub and the execution, delivery and performance of this Agreement by each of Parent and Merger Sub and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of each of Parent and Merger Sub and no other corporate actions or proceedings on the part of each of Parent or Merger Sub are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Rollover Shareholders, this Agreement constitutes legal, valid and binding obligations of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, except as enforcement may be limited by applicable Enforceability Exceptions.

(b) Consents and Approvals; No Violations. Except for the applicable requirements of the Exchange Act and Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary on the part of each of Parent or Merger Sub for the execution, delivery and performance of this Agreement by each of Parent and Merger Sub or the consummation by each of Parent and Merger Sub of the transactions contemplated hereby; and (ii) neither the execution, delivery or performance of this Agreement by each of Parent and Merger Sub nor the consummation by each of Parent and Merger Sub of the transactions contemplated hereby, nor compliance by each of Parent and Merger Sub with any of the provisions hereof shall (A) require the consent or approval of any other Person pursuant to any Contract binding on each of Parent and Merger Sub or each of their properties or assets, (B) conflict with or violate any provision of the organizational documents of each of Parent and Merger Sub, (C) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of each of Parent or Merger Sub pursuant to, any Contract to which Parent or Merger Sub is a party or by which Parent or Merger Sub or any of their properties or assets is bound or affected, or (D) violate any Law or Order applicable to each of Parent and Merger Sub or any of their properties or assets.

(c) Capitalization. As of the Contribution Closing, the authorized share capital of Parent will be US$1,000,000.00 divided into 950,000,000 Class A Parent Shares and 50,000,000 Class B Parent Shares. Assuming the full performance by each Rollover Shareholder of his/her/its obligations under Section 1, 51,956,963 Class A Parent Shares and 23,636,706 Class B Parent Shares will be validly issued and outstanding immediately after the Contribution Closing (excluding any Class A Parent Shares issuable pursuant to the Equity Commitment Letter and any Parent Shares issuable pursuant to Section 3.3 of the Merger Agreement). The authorized share capital of Merger Sub is US$1,000,000.00 divided into 1,000,000,000 shares of a par value of US$0.001 each, one of which is validly issued and outstanding. All the outstanding shares of Merger Sub are duly authorized, validly issued, fully paid and non-assessable. All of the issued and outstanding share capital of Merger Sub is, and immediately prior to the Contribution Closing will be, owned by Parent.

(d) Issuance of Parent Shares. At the Contribution Closing, the Parent Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and non-assessable, free and clear of all Liens and subscription and similar rights (other than restrictions arising under any applicable securities Laws or agreements entered into by all of the Rollover Shareholders). At and immediately after the Contribution Closing, the authorized share capital of Parent shall consist of 1,000,000,000 Parent Shares (comprised of 950,000,000 Class A Parent Shares and 50,000,000 Class B Parent Shares), of which a number of Parent Shares as set forth in Schedule A shall be issued and outstanding (the "***Issued Shares***"), and the Issued Shares, together with the Parent Shares to be issued to the Sponsor at the Contribution Closing pursuant to the Equity Commitment Letter shall be all of the Parent Shares outstanding at and immediately after the Contribution Closing. Except as otherwise agreed to by the parties hereto, subject to Section 3.3 of the Merger Agreement, at and immediately after the Contribution Closing, there shall be (i) no options, warrants or other rights to acquire share capital of Parent, (ii) no outstanding securities exchangeable for or convertible into share capital of Parent and (iii) no outstanding rights to acquire or obligations to issue any such options, warrants, rights or securities.

(e) Operation and Liabilities. Each of Parent and Merger Sub was formed solely for the purpose of engaging in the Transactions and has not conducted and will not conduct, prior to the Contribution Closing, any business other than in connection with its formation or related to the Transactions. Except for obligations or liabilities incurred in connection with its formation or related to the Transactions, each of Parent and Merger Sub has not incurred and will not incur, prior to the Contribution Closing, directly or indirectly, through any Subsidiary or Affiliate (other than the Company and its Subsidiaries), any obligations or liabilities of any type or kind whatsoever or entered into any agreements or arrangements with any Person. Merger Sub is directly wholly-owned by Parent and other than Merger Sub, there are no other corporations, partnerships, joint ventures, associations, or entities through which Parent conducts business, or other entities in which either Parent controls or owns, of record or beneficially, any direct or indirect equity or other interest.

10. Other Covenants and Agreements.

(a) Each of the parties hereto agrees to use his/her/its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate and make effective any transactions contemplated by this Agreement, including providing information and using commercially reasonable efforts to obtain all necessary or appropriate waivers, consents and approvals, and effecting all necessary registrations and filings.

(b) Each of Parent and Merger Sub agrees that it shall not have the right to receive the Per Share Merger Consideration (or the Per ADS Merger Consideration, if applicable) in connection with the Merger with respect to any Rollover Shares held by it as of immediately prior to the Effective Time, and at the Effective Time, each Rollover Share held by it shall be cancelled and cease to exist without payment of any consideration or distribution therefor.

(c) Each of the parties hereto agrees that the contribution to the transitory Merger Sub as described in Section 1, together with the contribution of cash to Parent in order to complete the Merger, is intended to be treated as a tax-free contribution of cash and Rollover Shares to Parent through the Merger pursuant to Section 351 of the Internal Revenue Code of 1986, as amended. No party hereto shall take any action or file any tax return, report or declaration inconsistent with the foregoing. The parties hereto will cause Merger Sub to elect to be classified as a disregarded entity for U.S. federal income tax purposes.

11. Disclosure.

(a) Each of the Rollover Shareholders, on the one hand, and each of Parent and Merger Sub, on the other hand, shall not, and shall cause his/her/its respective Affiliates and Representatives not to, make any press release, public announcement or other public communication regarding the subject matter of this Agreement without the prior written consent of the other party, except to the extent that (i) a party may disclose to his/her/its Representatives as such party reasonably deems necessary to give effect to or enforce this Agreement but only on a confidential basis; (ii) if required by Law or a court of competent jurisdiction, the SEC, the NASDAQ or another regulatory body or international stock exchange having jurisdiction over a party or pursuant to whose rules and regulations such disclosure is required to be made, including any required Schedule 13D and Schedule 13E-3 filings and in connection therewith, the disclosure of this Agreement, but only as far as practicable and lawful after the form and terms of that disclosure have been notified to the other parties hereto and the other parties have had a reasonable opportunity to comment on the form and terms of disclosure, in each case, to the extent reasonably practicable; or (iii) if the information is publicly available other than through a breach of this Agreement by a party or his/her/its Representatives.

(b) Each Rollover Shareholder (i) consents to and authorizes the publication and disclosure by Parent, Merger Sub or the Company of such Rollover Shareholder's identity and beneficial ownership of Shares or other equity securities of the Company and the existence and terms of this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement and the nature of such Rollover Shareholder's commitments, arrangements and understandings under this Agreement) and any other information, in each case, that Parent (with respect to any disclosure by Parent or Merger Sub) or the Company (with respect to any disclosure by the Company) reasonably determines in its good faith judgment is required or requested to be disclosed by Law in any press release, any Current Report on Form 6-K, the Schedule 13E-3 (including any amendment or supplements thereto) and any other disclosure document in connection with the Merger Agreement, and any other Transaction Agreements or Transactions and any filings with or notices to any Governmental Entity (including the SEC) in connection with the Merger Agreement (or the transactions contemplated thereby), but only as far as practicable and lawful after the form and terms of that disclosure have been notified to each of the Rollover Shareholders and each of the Rollover Shareholders has had a reasonable opportunity to comment on the form and terms of disclosure, and (ii) agrees and covenants to promptly give to Parent, Merger Sub or the Company any information they may reasonably request concerning such Rollover Shareholder for the preparation of any such documents.

(c) Each Rollover Shareholder agrees further that, upon request of Parent, such Rollover Shareholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be deemed by Parent to be necessary to carry out the provisions of this Agreement.

12. Termination. This Agreement and the obligations of a Rollover Shareholder hereunder shall terminate and be of no further force or effect immediately upon the first to occur of (a) the Effective Time, (b) valid termination of the Merger Agreement in accordance with its terms, and (c) the written agreement of such Rollover Shareholder, on one hand, and Parent and Merger Sub, on the other hand (such time, the "***Expiration Time***"); provided, that the provisions set forth in Section 11, this Section 12 and Section 13 shall survive the termination of this Agreement; provided, further, that each Rollover Shareholder shall continue to have liability for breaches of this Agreement prior to the termination of this Agreement. If for any reason the Merger contemplated by the Merger Agreement fails to occur but the Contribution Closing has already taken place, then each of Parent and Merger Sub shall, upon termination of the Merger Agreement, promptly return the Rollover Shares Documents to each of the Rollover Shareholders at his/her/its address set forth in Section 13(h) and take all such actions as are necessary to restore each such Rollover Shareholder to the position he/she/it was in with respect to ownership of the Rollover Shares prior to the Contribution Closing.

13. Miscellaneous.

(a) Complete Agreement. This Agreement, together with the Merger Agreement, the Interim Investors Agreement, the Equity Commitment Letter and any other agreement or instrument delivered in connection with the transaction contemplated by this Agreement and the Merger Agreement, contains the entire understanding of the parties with respect to the subject matter hereof and all contemporaneous or prior agreements or understandings, both written and oral, between or among the parties with respect to the subject matter hereof and thereof.

(b) Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of the other parties and the Company, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns and, in the case of any applicable Rollover Shareholder, his or her estate, heirs, beneficiaries, personal representatives and executors.

(c) Survival of Representations and Warranties. All representations and warranties of each Rollover Shareholder or of each of Parent or Merger Sub in connection with the transactions contemplated by this Agreement contained herein shall survive the execution and delivery of this Agreement, any investigation at any time made by or on behalf of Parent, Merger Sub or any Rollover Shareholder, and the issuance of the Parent Shares.

(d) Amendment; Modification and Waiver. At any time prior to the Expiration Time, this Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each party hereto, and the Company, and otherwise as expressly set forth herein. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of a party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party and the Company.

(e) Interpretation. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", unless otherwise specified. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. When reference is made to an Article or Section, such reference is to an Article or Section of this Agreement unless otherwise indicated. References to sums of money are expressed in lawful currency of the U.S. and "$" refers to U.S. dollars. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. For purposes of this Agreement, "beneficially owns," "beneficial owner" or "beneficial ownership" with respect to any securities means having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act).

(f) Statutory Provisions. All references to statutes, statutory provisions, enactments, directives or regulations shall include references to any consolidation, reenactment, modification or replacement of the same, any statute, statutory provision, enactment, directive or regulation of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.

(g) Recitals and Schedules. References to this Agreement include the recitals and schedules which form part of this Agreement for all purposes. References in this Agreement to the parties are references respectively to the parties and their legal personal representatives, successors and permitted assigns.

(h) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) upon confirmation of receipt after transmittal by facsimile or email (to such number or address specified below or another number or numbers or address or addresses as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (iii) on the next Business Day when sent by national overnight courier, in each case to the respective parties and accompanied by a copy sent by email (which copy shall not constitute notice). All notices hereunder shall be delivered to the addresses set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) If to Parent or Merger Sub:

Address: Tower A, No. 20 Guogongzhuang Middle Street Fengtai District,
Beijing 100070, The People's Republic of China
E-mail: richarddai@fang.com
Attention: Jiangong Dai
with a copy to (which shall not constitute notice):
O'Melveny & Myers LLP
Yin Tai Centre, Office Tower, 37th Floor
No. 2 Jianguomenwai Ave.
Chao Yang District
Beijing 100022
People's Republic of China
Attention: Alan Bao, Esq.
Email: abao@omm.com

(ii) If to any Rollover Shareholder, the address of the relevant Rollover Shareholder on Schedule A hereto.

(iii) If to the Company:

China Index Holdings Limited
Tower A, No. 20 Guogongzhuang Middle Street
Fengtai District, Beijing 100070
People's Republic of China
Attention: Jessie Yang
Email: jessieyang@fang.com
with a copy to (which shall not constitute notice):
Gibson, Dunn & Crutcher LLP
Unit 1301, Tower 1, China Central Place
No. 81 Jianguo Road,
Chaoyang District, Beijing 100025
People's Republic of China
Attention: Fang Xue, Esq. & Qi Yue, Esq.
Email: fxue@gibsondunn.com & qyue@gibsondunn.com

(i) Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(j) Remedies; Enforcement.

(i) The parties hereto agree that this Agreement shall be enforceable by all available remedies at Law or in equity.

(ii) Each Rollover Shareholder further acknowledges and agrees that Parent and/or its Affiliate would be irreparably injured by a breach of this Agreement by it and that monetary damages alone would not be an adequate remedy for any actual or threatened breach of this Agreement. Accordingly, Parent and its Affiliate shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) in any arbitral body or court of competent jurisdiction to enforce or prevent any violations of any provision of this Agreement, in addition to and without limiting all other remedy or right available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement. Each Rollover Shareholder agrees not to oppose the granting of such relief in the event an arbitral body or a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by Parent or its Affiliates shall not preclude the simultaneous or later exercise of any other such right, power or remedy by Parent or its Affiliates. Notwithstanding anything contrary in the foregoing, under no circumstances will Parent be entitled to both the monetary damages under Section 13(j)(i) and specific performance under this Section 13(j)(ii).

(iii) Each of Parent and Merger Sub further acknowledges and agrees that each Rollover Shareholder would be irreparably injured by a breach of this Agreement by Parent and/or Merger Sub and that monetary damages alone would not be an adequate remedy for any actual or threatened breach of this Agreement. Accordingly, each Rollover Shareholder shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) in any arbitral body or court of competent jurisdiction to enforce or prevent any violations of any provision of this Agreement by Parent, Merger Sub and/or their respective Affiliates, in addition to and without limiting all other remedy or right available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement. Each of Parent, Merger Sub and/or their respective Affiliates agrees not to oppose the granting of such relief in the event an arbitral body or a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by a Rollover Shareholder or his/her/its Affiliates shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Rollover Shareholder or his/her/its Affiliates. Notwithstanding anything contrary in the foregoing, under no circumstances will a Rollover Shareholder be entitled to both the monetary damages under Section 13(j)(i) and specific performance under this Section 13(j)(iii).

(k) No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities, except as specifically set forth in this Agreement; provided, that the Company is an express third-party beneficiary of Sections 1, 3, 4, 6 and 7 of this Agreement and shall be entitled to specific performance of the terms thereof, including an injunction or injunctions to prevent breaches of this Agreement by the parties hereto, in addition to any other remedy at law or in equity.

(l) Governing Law; Jurisdiction; Dispute Resolution.

(i) This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be interpreted, construed and governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of New York, except that matters arising out of or relating to the conversion, exchange or cancellation (as applicable) of the Shares (including Shares represented by ADSs) contemplated by this Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the Cayman Islands in respect of which the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Cayman Islands.

(ii) Subject to the exception for jurisdiction the courts of the Cayman Islands in Section 13(l)(i), any disputes, actions and proceedings against any party hereto or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("***HKIAC***") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time (the "***HKIAC Rules***") and as may be amended by this Section 13(l)(ii). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "***Arbitrator***"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree on the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the HKIAC Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties hereto irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(iii) Notwithstanding the foregoing, the parties hereto hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 13(l), any party hereto may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its HKIAC Rules. Such application shall also be governed by, and construed in accordance with, the Laws of the State of New York.

(iv) Each of the parties hereto irrevocably consents to service of process in the manner provided for notices in Section 10.2 of the Merger Agreement and in the case of each party hereto at the address set forth in Section 13(h). Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by Law.

(v) Subject to the rights and remedies of the parties otherwise provided herein in the case of a breach by the other party, each party hereto agrees that the prevailing party shall be entitled to reimbursement of all reasonable and documented costs and expenses, including all reasonable and documented attorney's fees, in connection with any proceeding arising out of or relating to a willful breach of this Agreement on the part of the other party.

(m) Waiver of Jury Trial. Each party hereto hereby irrevocably and unconditionally waives any right it, he or she may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement and any of the documents delivered in connection herewith. Each party hereto certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce either of such waivers; (b) it understands and has considered the implications of such waivers; (c) it makes such waivers voluntarily; and (d) it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 13(m).

(n) Expenses. Other than otherwise provided for in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

(o) Counterparts. This Agreement may be executed in any number of counterparts as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. The parties irrevocably and unreservedly agree that the document(s) in question may be executed by way of electronic signatures and the parties agree that such document(s), or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record; provided, however, that if any of the Rollover Shareholders fails for any reason to execute, or perform their obligations under, this Agreement, this Agreement shall remain effective as to all parties executing this Agreement. The delivery by facsimile or by electronic delivery in PDF format of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein.

(p) No Presumption against Drafting Party. Each of the parties to this Agreement acknowledges that he/she/it has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

(q) Independent Nature of Rollover Shareholders' Obligations and Rights. The obligations of each Rollover Shareholder under this Agreement are several and not joint, and no Rollover Shareholder is responsible in any way for the performance or conduct of any other Rollover Shareholder in connection with the transactions contemplated hereby. Except as expressly required by the Exchange Act, nothing contained herein and no action taken by any Rollover Shareholder pursuant hereto, shall be or shall be deemed to constitute a partnership, association, joint venture, or joint group with respect to the Rollover Shareholders. Each Rollover Shareholder agrees that no other Rollover Shareholder has acted as an agent for such Rollover Shareholder in connection with the transactions contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

PARENT

CIH Holdings Limited

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

MERGER SUB

CIH Merger Sub Holdings Limited

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

FANG HOLDINGS LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

ACE SMART INVESTMENTS LIMITED

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

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

KARISTONE LIMITED

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

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

OPEN LAND HOLDINGS LIMITED

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

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

MEDIA PARTNER TECHNOLOGY LIMITED

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

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

NEXT DECADE INVESTMENTS LIMITED

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

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

GENERAL ATLANTIC SINGAPORE FUND PTE. LTD.

By: /s/ Ong Yu Huat
Name: Ong Yu Huat
Title: Director

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

DIGITAL LINK INVESTMENTS LIMITED

By: /s/ Shan Li
Name: Shan Li
Title: Director

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

TRUE KNIGHT LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

[Signature Page to Equity Contribution Agreement]

IN WITNESS WHEREOF, Parent, Merger Sub and the Rollover Shareholders have caused to be executed or executed this Agreement as of the date first written above.

ROLLOVER SHAREHOLDER

EVENSTAR SPECIAL SITUATIONS LIMITED

By: /s/ James Yang
Name: James Yang
Title: Director

EVENSTAR MASTER FUND SPC FOR AND ON BEHALF OF EVENSTAR MASTER SUB-FUND I SEGREGATED PORTFOLIO

By: /s/ James Yang
Name: James Yang
Title: Director

SCHEDULE A
ROLLOVER SHAREHOLDERS AND ROLLOVER SHARES

Rollover Shareholder Name	Notice Details	Rollover Shares*		Voting Power of the Rollover Shares (%)*	Parent Shares to be Issued	
		Class A Shares	Class B Shares		Class A Parent Shares	Class B Parent Shares
Fang Holdings Limited	Address: Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, The People's Republic of China E-mail: richarddai@fang.com Attention: Jiangong Dai	6,964,415 (including 4,534,852 represented by ADSs as of the date of this Agreement)	11,119,686	39.0%	6,964,415	11,119,686
ACE Smart Investments Limited		11,669,921 (including 9,962,597 represented by ADSs as of the date of this Agreement)	—	3.8%	11,669,921	—
Karistone Limited		—	926,461	3.1%	—	926,461
Open Land Holdings Limited	Address: Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, The People's Republic of China E-mail: vincentmo@fang.com Attention: Tianquan Mo	25,000 (represented by ADSs as of the date of this Agreement)	—	0.01%	25,000	—
Media Partner Technology Limited		—	5,795,802	19.1%	—	5,795,802
Next Decade Investments Limited		14,177 (represented by ADSs as of the date of this Agreement)	5,794,757	19.1%	14,177	5,794,757

General Atlantic Singapore Fund Pte. Ltd.	Address: 8 Marina View, #41-04 Asia Square Tower 1, Singapore 018960 Email: aong@generalatlantic.com Attention: Alexander Ong with a copy to: c/o General Atlantic Asia Limited Suite 5704-5706, 57F Two IFC, 8 Finance Street, Central, Hong Kong Email: itang@generalatlantic.com / sliu@generalatlantic.com Attention: Ivy Tang / Simon Liu and c/o General Atlantic Service Company, L.P. 55 East 52nd Street, 33rd Floor, New York, NY 10055, USA Email: clanning@generalatlantic.com Attention: Chris Lanning	10,122,769 (represented by ADSs as of the date of this Agreement)	—	3.3%	10,122,769	—
Evenstar Special Situations Limited	Address: PO Box 309, Ugland House, South Church Street, George Town , KY1 – 1104, Cayman Islands Attention: The Directors of the Fund with a copy to (which alone shall not constitute notice): Evenstar Capital Management Limited Address: PO Box 309, Ugland House, South Church Street, George Town, KY1-1104, Cayman Islands Attention: Directors of Evenstar Capital Management Limited	50	—	**	50	—
Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio (“**EMF**”)		11,221,568 (including 11,221,518 represented by ADSs as of the date of this Agreement)	—	3.7%	11,221,568	—

True Knight Limited	Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands E-mail: richarddai@fang.com Attention: Jiangong Dai	8,801,142	—	2.9%	8,801,142	—
Digital Link Investments Limited	Address: Unit 219, 2/F Building 16W, Phase Three, Hong Kong Science Park, Pak Shek Kok, New Territories, Hong Kong E-mail: shan.li@sanshan.com Attention: Shan Li	3,137,921	—	1.0%	3,137,921	—
Total		51,956,963	23,636,706	95%	51,956,963	23,636,706

* Number of the Rollover Shares as of the date of the Merger Agreement.
** less than 0.1%

SCHEDULE B

This Schedule sets out the exceptions to Sections 6(a), 8(a) and 8(g) hereof:

Section 6(a)	Pursuant to a total return arrangement under a transfer agreement dated November 24, 2022, EMF is not entitled to any economic interest in 1,762,716 Rollover Shares that are represented by ADSs held by it.
Section 8(a)	Pursuant to a total return arrangement under a transfer agreement dated November 24, 2022, EMF is not entitled to any economic interest in 1,762,716 Rollover Shares that are represented by ADSs held by it.
Section 8(g)	Pursuant to a total return arrangement under a transfer agreement dated November 24, 2022, EMF will not be entitled to any economic interest in the Parent Shares to be issued in exchange for 1,762,716 Rollover Shares that are represented by ADSs held by it and third parties will be entitled to the economic interests with respect to such Parent Shares as agreed with EMF. Pursuant to a total return arrangement under a transfer agreement dated November 24, 2022, EMF is not entitled to any economic interest in 1,762,716 Rollover Shares that are represented by ADSs held by it and third parties are entitled to the economic interests in such Rollover Shares as agreed with EMF.

EXHIBIT 99.7

Execution Version

INTERIM INVESTORS AGREEMENT

This INTERIM INVESTORS AGREEMENT (this "Agreement") is entered into as of December 22, 2022, by and among CIH Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Parent"), CIH Merger Sub Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), the other parties set forth on Exhibit A hereto or who join in this Agreement as an "Investor" under circumstances contemplated by and in accordance with this Agreement (each such party, an "Investor" and, collectively the "Investors"), and Mr. Tianquan Mo.

RECITALS

1. On the date hereof, Parent, Merger Sub and China Index Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the "Company"), have entered into that certain Agreement and Plan of Merger (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and this Agreement, the "Merger Agreement"), pursuant to which, among other things, subject to the terms and conditions set forth therein, Merger Sub will be merged with and into the Company (the "Merger"), with the Company being the surviving company.

2. On the date hereof, all Rollover Investors have entered into that certain Equity Contribution Agreement (the "Support Agreement") with Parent, pursuant to which, among other things, each of the Rollover Investors has agreed, subject to the terms and conditions set forth therein and among other obligations, to contribute all of such Rollover Investor's Rollover Shares (as defined in the Support Agreement) to Merger Sub in exchange for newly-issued Parent Shares (as defined in the Support Agreement) prior to the Closing.

3. On the date hereof, the Lead Investor has executed a letter agreement in favor of Parent (the "Equity Commitment Letter"), pursuant to which, among other things, the Lead Investor has agreed, subject to the terms and conditions set forth therein, to make a cash equity investment in Parent prior to the Closing.

4. On the date hereof, the Lead Investor has executed a limited guarantee in favor of the Company (the "Limited Guarantee"), pursuant to which, among other things, the Lead Investor has agreed, subject to the terms and conditions set forth therein, to guarantee the performance and discharge of the payment obligations of Parent with respect to the Parent Termination Fee.

5. The Investors, Parent and Merger Sub wish to agree to certain terms and conditions that will govern certain actions of Parent and Merger Sub and the relationship among the Investors with respect to the Merger Agreement, the Equity Commitment Letter, the Support Agreement and the Limited Guarantee, and the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, hereby agree as follows:

AGREEMENT

1. **EFFECTIVENESS; DEFINITIONS.**

1.1. Effectiveness; Termination.

1.1.1. This Agreement is effective on the date hereof and shall terminate (except with respect to Sections 1.1 (Effectiveness; Termination), 1.2 (Definitions; Interpretation), 2.7 (Expense Sharing Provisions), 2.12 (Exclusivity), 2.13 (Contribution With Respect to Limited Guarantee), 2.14 (Indemnification), 2.15 (Company Payments), and 4 (Miscellaneous), all of which shall survive the termination of this Agreement in accordance with the terms hereof) upon the earliest to occur of (a) the Effective Time, (b) the termination of the Merger Agreement in

accordance with its terms therein, (c) solely with respect to an Investor, the termination of such Investor's participation in the Transactions pursuant to Section 2.4.1, and (d) the termination of this Agreement as otherwise agreed by the Investors in writing, provided that in the event this Agreement is terminated upon the Effective Time, and a Shareholders Agreement or other definitive agreement containing customary terms including (and that are, subject to mutually agreed changes, consistent with) the terms set forth in Exhibit C attached hereto has not been duly executed by the Investors and Mr. Tianquan Mo in accordance with Section 2.2 as at the time of such termination, then Section 2.2 shall survive the termination of this Agreement and remain in effect until such Shareholders Agreement has been entered into, provided, further, that any liability for failure to comply with the terms of this Agreement prior to its termination shall survive such termination.

1.1.2. Parent, Merger Sub and each Investor hereby agree that in the event this Agreement is terminated with respect to an Investor pursuant to Section 1.1.1(c), the Support Agreement shall concurrently be automatically terminated with respect to such Investor without any further action by any party thereto, and hereby agree and acknowledge that the foregoing provision of this Section 1.1.2 shall constitute the written agreement among such Investor, Parent and Merger Sub to terminate the obligations of such Investor under the Support Agreement for purposes of Section 12(c) of the Support Agreement.

1.2. Definitions; Interpretation. Capitalized terms used in this Agreement shall have the meanings given to them in this Agreement or, if not defined herein, in the Merger Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." As used in this Agreement, "Business Day" means any day (other than a Saturday or a Sunday) on which banks generally are open in Beijing, Hong Kong, New York City, Singapore, Cayman Islands and British Virgins Islands for the transaction of normal banking business. The section headings of this Agreement are included for reference purposes only and shall not affect the construction or interpretation of any of the provisions of this Agreement. In the event an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by Parent, Merger Sub and the Investors, and no presumption or burden of proof shall arise, or rule of strict construction applied, favoring or disfavoring Parent, Merger Sub and/or any Investor by virtue of the authorship of any of the provisions of this Agreement. The "parties" means, collectively, Parent, Merger Sub, the Investors and Mr. Tianquan Mo, and a "party" means any of them. A reference to any document (including this Agreement) is, unless otherwise specified, to that document as amended, consolidated, supplemented, novated or replaced from time to time.

2. **AGREEMENTS AMONG THE INVESTORS.**

2.1. Actions Under the Merger Agreement.

2.1.1. Subject to Section 2.4 below and this Section 2.1, the Lead Investor, acting reasonably, shall have the sole power, authority and discretion to cause Parent and Merger Sub to take any action or refrain from taking any action in order for Parent and Merger Sub to comply with their obligations, satisfy their closing conditions or exercise their rights and remedies under the Merger Agreement, including: (i) determining that the conditions to closing specified in Sections 8.1 and 8.2 of the Merger Agreement (the "Closing Conditions") have been satisfied, (ii) enforcing any agreements and conditions contained in the Merger Agreement, including the Closing Conditions, and (iii) determining to close the Merger or terminate the Merger Agreement; provided, however, that the Lead Investor shall not permit or cause Parent and Merger Sub to amend, supplement or modify the Merger Agreement in a way that has an impact on any Investor that is different from the impact on the other Investors in a manner that is materially adverse to such Investor without such Investor's prior written consent. Parent and Merger Sub shall not, and the Investors shall not permit Parent or Merger Sub to, determine that the Closing Conditions have been satisfied, waive compliance with any agreement or condition in the Merger Agreement, including any Closing Condition, amend or modify the Merger Agreement or determine to close the Merger unless such action has been approved in advance in writing by the Lead Investor. Parent and Merger Sub agree not to take any action with respect to the Merger Agreement, including granting or withholding of waivers or entering into amendments, unless such actions are in accordance with this Agreement.

2.1.2. In the event that (i) the Lead Investor determines that the Closing Conditions are satisfied or validly waived, subject to Section 2.4 below, and an Investor fails to fund its Commitment in accordance with the Support Agreement, or indicates in writing its unwillingness to fund its Commitment in accordance with the Support

Agreement, or (ii) an Investor commits a material breach of this Agreement or the Support Agreement, which results in the Closing not occurring when it otherwise would have occurred pursuant to the Merger Agreement, as applicable (a Failing Investor" and such failure or unwillingness to fund or material breach, a "Breach"), Parent and Merger Sub, by action of the Lead Investor or the Majority-in-Interest of the Investors (in the case of the Lead Investor being a Failing Investor) or the Majority Institutional Investors (in the case of the Lead Investor being a Failing Investor, if the Majority-in-Interest of the Investors fail to designate the Lead Investor as a Failing Investor within 5 Business Days upon the occurrence of the relevant Breach) (in each case, a "Determining Investor") may terminate the participation in the Transactions of such Failing Investor; provided, that such termination shall not affect Parent's or the Company's rights against such Failing Investor under this Agreement, the Equity Commitment Letter or the Support Agreement, as applicable, including under Sections 2.3 and 4.8 hereof with respect to such a failure to fund; provided, further, that if the Lead Investor does not fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, as applicable, or that indicates unwillingness to fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, or that commits a material breach of this Agreement, the Equity Commitment Letter, or the Support Agreement, as applicable, which results in the Closing not occurring when it otherwise would have occurred pursuant to the Merger Agreement, as applicable, then a Majority-in-Interest of the Investors may designate the Lead Investor a Failing Investor by notice in writing to the Lead Investor; provided, further, that, in the event of such Breach by the Lead Investor, if the Majority-in-Interest of the Investors fail to designate the Lead Investor as a Failing Investor by notice in writing to the Lead Investor within 5 Business Days upon the occurrence of such Breach, the Majority Institutional Investors shall have the right to designate the Lead Investor as a Failing Investor.

2.1.3. Notwithstanding any of the provisions hereof to the contrary, the Determining Investor may replace any Failing Investor's Commitment in their discretion by notice in writing to such Failing Investor so long as the Determining Investor comply with Section 2.5. The Determining Investor shall notify each of the other Investors in the event of the replacement of a Failing Investor's Commitment (including the identity of the Investor replacing the Failing Investor).

2.1.4. Notwithstanding anything in this Agreement to the contrary, from and after the time any Investor becomes a Failing Investor, (i) in the case of the Lead Investor becoming a Failing Investor, it shall no longer be deemed to be the Lead Investor for purposes of exercising any rights of the Lead Investor hereunder and its approval or consent shall not be required for any purposes under this Agreement, and instead the Majority-in-Interest of the Investors or the Majority Institutional Investors (if the Majority-in-Interest of the Investors failed to designate the Lead Investor as a Failing Investor within 5 Business Days upon the occurrence of the relevant Breach by the Lead Investor) shall be entitled to exercise rights that the Lead Investor would have had had it not become a Failing Investor (including, without limitation, Sections 2.1, 2.2 or 2.3), or (ii) in the case of any Investor other than the Lead Investor becoming a Failing Investor, the approval or consent of such Failing Investor shall not be required for any purposes under this Agreement (including, without limitation, Sections 2.1, 2.2 or 2.3) and any such provision that requires the consent or approval of one or more of the Investors shall be deemed to require only the consent or approval of the non-Failing Investor(s).

2.2. Shareholders Agreement. Each Investor and Mr. Tianquan Mo agree to negotiate in good faith with the other to enter into, concurrently with the Closing, a shareholders agreement (the "Shareholders Agreement") and other customary agreements with respect to its or his equity interests in Parent, which shall contain terms including (and that are, subject to mutually agreed changes, consistent with) the terms set forth in Exhibit C attached hereto (the "Shareholders Agreement Term Sheet"), and such other terms as the Investors and Mr. Tianquan Mo agree. Parent, each Investor and Mr. Tianquan Mo hereby agree to take (or cause to be taken) all actions, if any, required to be taken by each, such that the board of directors of Parent has the composition contemplated by Exhibit C attached hereto immediately prior to the Closing. In the event that the Investors and Mr. Tianquan Mo are unable to agree on the terms of the Shareholders Agreement prior to the Closing, the terms set forth in Exhibit C attached hereto shall govern with respect to the matters set forth therein following the Closing and until such time as the Investors and Mr. Tianquan Mo enter into the Shareholders Agreement.

2.3. Commitments.

2.3.1. Each Investor hereby affirms and agrees that it is bound by the provisions set forth in the Equity Commitment Letter or the Support Agreement, as applicable, with respect to the Equity Commitment or Rollover Commitment, as applicable, and that, as amongst the Investors and Parent, Parent shall be entitled to enforce the Continuing Commitment only if, when and to the extent (i) directed by the Lead Investor (provided, that the Lead Investor shall not direct Parent to enforce its rights with respect to any Continuing Commitment until the Closing Conditions have been satisfied or validly waived as permitted hereunder and proceed with the Closing) or (ii) the Company is permitted to enforce the provisions of the Equity Commitment Letter and the Support Agreement under the specific circumstances and as specifically set forth therein and in Section 10.10 of the Merger Agreement and does in fact so cause Parent to enforce such provisions. Subject to the other provisions of this Section 2.3.1, Parent shall have no right to enforce any Continuing Commitment unless acting at the direction of the Lead Investor as set forth above, and no Investor shall have any right to enforce any Continuing Commitment except the Lead Investor acting through Parent. Parent shall only enforce the Equity Commitment Letter and the Support Agreement ratably among the Continuing Investors. Notwithstanding anything herein to the contrary, a Majority-in-Interest of the Investors (or, if such Majority-in-Interest of the Investors fail to designate the Lead Investor as a Failing Investor within 5 Business Days upon the occurrence of a Breach by the Lead Investor, the Majority Institutional Investors) may direct Parent to enforce its rights under (x) the Lead Investor's Continuing Commitment and (y) in the event that the Lead Investor is a Failing Investor, any other Investor's Continuing Commitment. Notwithstanding anything to the contrary in this Section 2.3, if any Person joins in the Support Agreement as an additional Rollover Investor, then the Lead Investor shall have the sole power to adjust the aggregate amount of the Equity Commitment, and each Continuing Investor hereby agrees to such adjustment.

2.3.2. Except as provided in Sections 2.3, 2.4 and 2.5 hereof and as set forth in Exhibit D hereto, prior to the Closing, no Investor shall transfer or assign any of its Commitment or transfer any interest in Parent, as applicable, other than to its Permitted Transferees; provided, that (i) each such transferee shall agree in writing to be subject to the provisions of this Agreement applicable to the transferring Investor and (ii) no such transfer will relieve the transferring Investor of its obligations hereunder or the Equity Commitment Letter or the Support Agreement, as applicable, with respect to its applicable Commitment, or the Limited Guarantee (if applicable).

2.4. Non-Consenting Investors.

2.4.1. During the term of this Agreement, except as set forth in Section 1.1 or this Section 2.4, no Investor shall have the right to withdraw, modify or otherwise terminate its Commitment except as may be set forth in the Equity Commitment Letter or the Support Agreement, as applicable. Notwithstanding anything to the contrary in this Agreement, upon the request of the Special Committee acting on behalf of the Company, Parent and Merger Sub shall not agree to modify, supplement or amend the Merger Agreement so as to (a) increase the amount or modify the form of the Merger Consideration, or (b) modify or waive, in a manner adverse to Parent, Merger Sub or any Investor, any provisions related to any Parent Termination Fee payable by Parent or Merger Sub or any Company Termination Fee payable to Parent, in each case, without the consent of each Investor, provided, however, that in the event that the Lead Investor is willing to agree to, proceed with, or take any action or enter into any agreement (or, in each such case, to permit Parent and Merger Sub to do so) with respect to the matters described in clauses (a) and (b) above and any other Investor declines to agree to, proceed with, or take any action with respect to such matter (such Investor, a "Non-Consenting Investor"), the Lead Investor may nevertheless proceed with such matter by first terminating such Non-Consenting Investor's participation in the Transactions (including the Support Agreement) by providing a written notice to such Non-Consenting Investor, provided that prior to the delivery of such written notice, the Parent and Merger Sub shall have obtained all necessary consents from the Special Committee with respect to such termination as required under the Merger Agreement.

2.4.2. In the event a Non-Consenting Investor's participation in the Transactions is terminated in accordance with the foregoing, the Lead Investor shall promptly inform all Continuing Investors, and (A) the Continuing Investors shall be entitled to increase their Commitments in proportion to their respective Commitments at the time of such termination, (B) if less than all of the Non-Consenting Investors' Commitments are assumed by the other Continuing Investors in accordance with the foregoing, the Continuing Investors who wish to increase their Commitments further shall be entitled to increase their Commitments further in proportion to the Continuing Commitments of the Continuing Investors wishing to increase their Commitments, subject, however, to the maximum amount of increase specified by each Investor, (C) the foregoing procedures shall be repeated until each Non-Consenting Investor's Commitment is fully assumed by the Continuing Investors or until such Continuing Investors express no further interest in further increasing their Commitments and (D) if less than all of the Non-Consenting Investors' Commitments are assumed by the Continuing Investors in accordance with the foregoing (collectively, the

"Unassumed Commitments"), the Lead Investor may select any number of additional Persons to assume the Unassumed Commitments so long as each such Person joins in this Agreement as an Investor pursuant to a written instrument by which such Person agrees to be bound by the provisions of this Agreement applicable to the Investors. Any assignee of the Non-Consenting Investor's participation rights pursuant to this Section 2.4.2 shall assume (in a written agreement with the Non-Consenting Investor that is reasonably acceptable to Parent and the Lead Investor) the Non-Consenting Investor's obligations under the Support Agreement, the Limited Guarantee, the Equity Commitment Letter and this Agreement, as applicable.

2.5. Failing Investors. With respect to any Failing Investor, Parent and Merger Sub, acting on the instruction by the Determining Investor (who has the right but not the obligation to give such instruction), shall terminate such Failing Investor's participation in the Transactions (which shall not constitute a termination of the Failing Investor's Equity Commitment Letter, the Limited Guarantee or the Support Agreement for purposes thereof) by assigning the Failing Investor's participation rights to another Investor and/or one or more third parties, in each such case, subject to the same priority allocations as set forth in Section 2.4 with respect to reallocating the participation rights of Non-Consenting Investors which shall apply *mutatis mutandis*, subject to the consent of such assignee, and, in connection with the completion of such assignment, the Failing Investor and the other Investors shall cooperate in such reasonable arrangements to permit Parent, Merger Sub and the other Investors to proceed with the Transactions and to terminate any liability or obligation of the Failing Investor under this Agreement (other than as specifically set forth in Sections 2.7, 2.13, 2.14, 4.8, 4.14 and 4.17, and with respect to breaches of this Agreement by the Failing Investor prior to the date of the completion of such arrangements); provided, that any assignee of the Failing Investor's participation rights pursuant to this sentence shall assume (in a written agreement with the Failing Investor that is reasonably acceptable to Parent and the Determining Investor) the Failing Investor's obligations under the Support Agreement, the Limited Guarantee, the Equity Commitment Letter, and this Agreement, as applicable. Upon the relevant assignee assuming the Failing Investor's obligations under the Support Agreement, the Limited Guarantee, the Equity Commitment Letter, and this Agreement, as applicable, pursuant to the preceding sentence, and with the prior written consent of the Determining Investor and (to the extent necessary) the Company, all of the Failing Investor's liabilities and obligations under the Support Agreement, the Limited Guarantee, the Equity Commitment Letter, and this Agreement, as applicable, (other than as specifically set forth in Sections 2.7, 2.13, 2.14, 4.8, 4.14 and 4.17, and with respect to breaches of this Agreement by the Failing Investor prior to the date of the effectiveness of such termination) shall be terminated in accordance with their respective provisions, provided that in the case of a Failing Investor that is the Lead Investor, such Failing Investor's Equity Commitment Letter and Limited Guarantee shall not be terminated unless (a) with the Determining Investor's consent and (b) such Failing Investor has satisfied in full its indemnification obligations pursuant to Section 2.14 of this Agreement. For avoidance of doubt, except as set forth in the immediately preceding sentence, all other Investors shall remain bound by this Agreement.

2.6. Notice of Closing. Parent shall use commercially reasonable efforts to provide each Investor with not less than five (5) Business Days' prior written notice of the Closing Date under the Merger Agreement; provided, that the failure to provide such notice shall not relieve any Investor of its obligations under this Agreement, including Section 2.3, the Equity Commitment Letter, the Limited Guarantee or the Support Agreement.

2.7. Expense Sharing Provisions.

2.7.1. In the event the Transactions are consummated, the Lead Investor shall cause the Company (or its successor in interests) to reimburse the Investors (excluding a Failing Investor) for, or pay on behalf of all the Investors (excluding a Failing Investor), as the case may be: (i) all out-of-pocket costs and expenses incurred by the Investors (excluding a Failing Investor) as approved by the Lead Investor in writing before incurring such costs and expense (including the reasonable fees and expenses of Advisors retained by an Investor pursuant to Section 2.9.2), and (ii) fees, expenses and disbursements payable to any Joint Advisors as contemplated by Section 2.9.1 (such costs and expenses under this subsections (i) and (ii), the "Transaction Expenses"), provided, that, notwithstanding the foregoing, an Investor that is a Non-Consenting Investor will only be entitled to seek reimbursement in respect of Transaction Expenses, incurred prior to such Investor becoming a Non-Consenting Investor. For the avoidance of doubt, the Transaction Expenses shall commence accruing from the earlier of (x) the date of the Consortium Agreement or (y) the date such Joint Advisors were engaged by the Lead Investor pursuant to the Consortium Agreement.

2.7.2. In the event the Transactions are not consummated (and Section 2.7.3 below does not apply), subject to Sections 2.4, 2.5, 2.13, 2.14 and 4.8, (i) the Lead Investor shall pay the Transaction Expenses, excluding any Parent Termination Fee payable to the Company pursuant to the Merger Agreement (which shall be paid by the Lead Investor or Failing Investors pursuant to Section 2.13 below), and (ii) each Investor (including any Non-Consenting Investor and any Failing Investor) shall bear its own costs and expenses incurred in connection with the Transactions including fees, expenses and disbursements payable to any separate Advisor engaged by such Investor as contemplated by Section 2.9.2, provided, that, notwithstanding the foregoing, an Investor that is a Non-Consenting Investor shall be responsible for, and shall pay, its pro rata portion of the Transaction Expenses incurred or accrued as of the date of its ceasing to be an Investor determined based on such Investor's pro rata share (in accordance with its Commitment relative to the Commitments of the other Investors), or such a lower amount as otherwise determined in good faith by the Lead Investor. For the avoidance of doubt, such Investor shall not be responsible for any Transaction Expenses incurred or accrued after such time as such Investor becomes a Non-Consenting Investor other than under the circumstances described in Section 2.7.3.

2.7.3. If the Transactions are not consummated due to the unilateral breach of this Agreement by the Failing Investor(s), then such Failing Investor(s) shall, severally (and not jointly or jointly and severally) (a) if the failure of such Failing Investor(s) to fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, or its assertion in writing of its unwillingness to fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, or its material breach of this Agreement was the primary cause of the termination giving rise to the obligation to pay the Parent Termination Fee, pay any Parent Termination Fee payable to the Company pursuant to the Merger Agreement and (b) reimburse any non-Failing Investors for all of their out-of-pocket costs and expenses incurred in connection with the Transactions, including (i) the Transaction Expenses, (ii) any fees, expenses and disbursements payable to separate Advisors retained by such non-Failing Investors pursuant to Section 2.9.2, and (iii) any guarantee pursuant to the Limited Guarantee, if the guarantee is enforced before the Parent Termination Fee is fully paid by the Failing Investors, in each case without prejudice to any rights and remedies otherwise available to such non-Failing Investors, provided, that, notwithstanding the foregoing, an Investor that is a Non-Consenting Investor will only be entitled to seek reimbursement in respect of Transaction Expenses, incurred prior to such Investor becoming a Non-Consenting Investor.

2.8. Information Sharing and Roles.

2.8.1. Each Investor shall cooperate in good faith in connection with the Merger, including by (a) complying with any reasonable information delivery or other similar requirements consented to by the Lead Investor or the Company in connection with the Merger, and shall not, and shall direct the Representatives of such party not to, whether by their action or omission, breach such arrangements or obligations, (b) complying with any confidentiality agreement entered into with the Company, (c) providing the other Investors or Parent with all information reasonably required concerning such party or any other matter relating to such party in connection with the Merger and any other information any other Investor may reasonably require in respect of any other party and his, her or its Affiliates in connection with any filings that are required to be made with the SEC as a result of the Transactions (including the filing of the Schedule 13E-3), promptly after receiving such information request, (d) providing timely responses to requests by the Lead Investor for information in connection with the Merger, (e) applying the level of resources and expertise that such party reasonably considers to be necessary and appropriate to meet the obligations of such party under this Agreement, and (f) consulting with the Lead Investor and otherwise cooperating in good faith on any public statements regarding the parties' intentions with respect to the Company. Unless the Lead Investor otherwise agrees, none of the parties shall commission a report, opinion or appraisal (within the meaning of Item 1015 of Regulation M-A of the Exchange Act). Each Investor shall use reasonable best efforts and provide all cooperation as may be reasonably requested by the Lead Investor to comply with the rules of, or obtain all applicable governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions required by any Governmental Entity, or, in the reasonable opinion of the Investors, desirable for the consummation of the Transactions.

2.8.2. Notwithstanding the foregoing, no Investor is required to make available to the other Investors any of their internal board meeting or investment committee materials or analyses or any information which it considers being commercially sensitive information or which is otherwise held subject to an obligation of confidentiality. The Investors agree and confirm that the Investors who are directors or employees of the Company or its subsidiaries shall not be obligated to provide any information in breach of any of their respective obligations or fiduciary duties to the Company.

2.9. Appointment of Advisors.

2.9.1. The Investors agree that the Lead Investor shall be responsible for engaging (including the scope and engagement terms), terminating or changing all joint Advisors to the group of Investors in connection with the Transactions (such joint Advisors to the group of Investors agreed in writing by the Lead Investor in accordance with this Section 2.9.1, the "Joint Advisors"). The Investors agree and acknowledge that O'Melveny & Myers has been selected by the group of Investors as a Joint Advisor and the international legal counsel to the group of Investors.

2.9.2. Except as otherwise provided in Section 2.9.1, if an Investor requires separate representation in connection with specific issues arising out of the Transactions, such Investor may retain other Advisors to advise him, her or it, provided that such Investor shall (i) provide prior notice to other Investors of such retention and (ii) subject to Section 2.7, be solely responsible for the fees and expenses of such separate Advisors unless the Lead Investor agrees in writing that the fees and expenses incurred by such separate Advisor will be treated as Transaction Expenses and reimbursable pursuant to Section 2.7 (which agreement shall not be unreasonably withheld or delayed).

2.9.3. For the purpose of the foregoing Section 2.9.2, the Lead Investor hereby acknowledges that such separate Advisors as set forth in Exhibit B attached hereto have been retained by the relevant Investor(s) in connection with the Transactions, and hereby agrees and confirms that the fees and expenses incurred in connection therewith, in an amount up to US$50,000 for each such separate Advisor, shall be treated as Transaction Expenses and reimbursable pursuant to Section 2.7.

2.10. Representations, Warranties and Covenants of Each Investor. Each Investor hereby represents and warrants, severally and not jointly, as of the date hereof and as of the Closing Date, that:

2.10.1. (i) such Investor will have, at the Closing, sufficient cash, available lines of credit, unfunded capital commitments or other sources of immediately available funds, as applicable, to fulfill such Investor's Commitment in accordance with the terms and subject to the conditions set forth herein; (ii) such Investor has the requisite power and authority to execute, deliver and perform this Agreement, (iii) the execution, delivery and performance of this Agreement by such Investor has been duly authorized by all necessary action on the part of such Investor and no additional proceedings are necessary for such Investor to approve this Agreement, (iv) this Agreement has been duly executed and delivered by such Investor and constitutes a valid and binding agreement of such Investor enforceable against such Investor in accordance with the terms hereof, (v) the execution, delivery and performance (including the provision and exchange of information) of this Agreement by such Investor does not conflict with, require a consent, waiver or approval under, or result in a breach of or default under, (a) if such Investor is an entity, any provision of its organizational documents, (b) any order, writ, injunction or Law applicable to such Investor or any of such Investor's properties and assets or (c) any of the terms of any material contract or agreement to which such Investor is party or by which such Investor is bound, and (vi) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger based upon arrangements made by or on behalf of such Investor.

2.10.2. Such Investor has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the Transactions, including the risk that such Investor could lose the entire value of such Investor's investment, and has so evaluated the merits and risks of such investment. Such Investor has made such independent investigation of Parent, Merger Sub, the Company, each of their management and related matters as such Investor deems to be necessary or advisable in connection with the Transactions, and is able to bear the economic and financial risk of participating in the Transactions. Such Investor did not make a decision to participate in the Transactions as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, any seminar or meeting, or any general solicitation by a person not previously known to such Investor. Such Investor acknowledges that neither Parent, Merger Sub nor any of their respective Affiliates has rendered or will render any securities valuation advice or other advice to such Investor, and such Investor is not agreeing to participate in the Transactions in reliance upon, or with the expectation of, any such advice.

2.10.3. Neither such Investor nor any of its Affiliates has entered into (or agreed to enter into) or, prior to the termination of this Agreement pursuant to Section 1.1, will enter into (or agree to enter into), any agreement, arrangement or understanding with any other Investor or any other potential investor, acquiror or group of potential investors or acquirors or any of its Subsidiaries, in each case with respect to the subject matter of this Agreement, the Merger Agreement or the Transactions or with respect to acquiring any material portion of the assets of the Company or any of its Subsidiaries other than this Agreement, the Merger Agreement, the Equity Commitment Letter, the Limited Guarantee, the Support Agreement, the Consortium Agreement, the Shareholders Agreement and any such documents contemplated thereunder.

2.10.4. Each Investor specifically understands and agrees that no Investor has made or will make any representation or warranty with respect to the terms, value or any other aspect of the Transactions, and each Investor explicitly disclaims any warranty, express or implied, with respect to such matters. In addition, each Investor specifically acknowledges, represents and warrants that it is not relying on any other Investor (a) for its due diligence concerning, or evaluation of, Parent, Merger Sub, the Company or their respective assets or businesses, (b) for its decision with respect to making any investment contemplated hereby or (c) with respect to tax and other economic considerations involved in such investment.

2.10.5. Subject to the other terms of this Agreement that expressly limit an Investor's obligations to proceed to the Closing, each Investor and Mr. Tianquan Mo shall assist and cooperate in all commercially reasonable respects with the other parties hereto in doing all things necessary to consummate and make effective the Transactions.

2.10.6. The Lead Investor and Mr. Tianquan Mo will, and will cause Parent to, use reasonable best efforts to keep each Investor informed on any significant progress with respect to the transactions contemplated by the Merger Agreement, including the execution of any material agreements or the success or failure in obtaining any required approval or clearance from competent regulatory authorities in connection therewith.

2.11. Representations, Warranties and Covenants of Parent and Merger Sub. Each of Parent and Merger Sub hereby represents and warrants, severally and jointly, as of the date hereof and as of the Closing Date, that (i) it has the requisite power and authority to execute, deliver and perform this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action and does not contravene any provision of Parent's or Merger Sub's charter, operating agreement or similar organizational documents or any Law or contractual restriction binding on such party or its assets; (iii) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this Agreement by each of Parent and Merger Sub (other than those contemplated by the Merger Agreement) have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this Agreement; and (iv) this Agreement constitutes a legal, valid and binding obligation of each of Parent and Merger Sub enforceable against such party in accordance with its terms, subject to (1) applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and (2) as to enforceability, to general principles of equity (regardless of whether enforcement is sought in an action at law or in equity). Neither Parent nor Merger Sub shall enter into any agreement with an Investor or group of Investors that has the effect of discriminating against any Investor in a manner that is materially adverse to such Investor without such Investor's prior written consent, except to the extent expressly permitted by the terms of this Agreement. Parent and Merger Sub shall provide to all Investors a copy of each agreement to be entered into with certain but not all of the Investors prior to the execution of such agreement, except agreements or arrangements entered into pursuant to the terms hereof or contemplated under the Merger Agreement.

2.12. Exclusivity. Other than transfers and assignments of Commitments that are made in accordance with this Agreement and except as set out in Exhibit D hereto, no Investor and none of such Investor's Affiliates shall (i) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) with any other potential investor or acquiror or group of investors or acquirors or any of their respective representatives or Affiliates with respect to the subject matter of this Agreement and the Merger Agreement or any other similar transaction involving the Company or any of its Subsidiaries (including any transaction that involves a material portion of the assets of the Company or any of its Subsidiaries) or do, anything which is inconsistent with the provisions of this Agreement or the Transactions; (ii) vote, or cause to be voted, at every shareholder or stakeholder meeting (whether by written consent or otherwise), including any adjournment, recess or postponement thereof, its Company Shares

against the approval of the Merger Agreement or any the transactions as contemplated thereby; (iii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue the subject matter of this Agreement and the Merger Agreement or any other similar transaction involving the Company or any of its Subsidiaries (including any transaction that involves a material portion of the assets of the Company or any of its Subsidiaries); (iv) (A) acquire any Company Shares or other securities in the Company, or any right, title or interest thereto or therein, other than (x) its Rollover Shares or securities of the Company convertible or exchanged from the Rollover Shares or (y) securities of the Company granted pursuant to the Company's existing equity incentive plans or issuable upon exercise or settlement of the equity incentive awards granted by the Company under its existing equity incentive plans pursuant to the terms thereof, or (B) sell, offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, including, without limitation, by way of tender or exchange offer, an interest in any Company Shares or other securities in the Company ("Transfer"); (v) enter into any contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any Company Shares or other securities in the Company, or any right, title or interest thereto or therein; (vi) deposit any Company Shares or other securities in the Company into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Company Shares or other securities in the Company; (vii) seek, solicit, initiate, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other person regarding the matters described in Section 2.12(i) to Section 2.12(vi). This Section 2.12 shall continue to apply (a) to each Failing Investor for a period of one (1) year following the date that it becomes a Failing Investor and (b) to each Investor other than the Failing Investors until the later to occur of (i) the one-year anniversary of the date of this Agreement (which may be extended as jointly agreed by all Parties) and (ii) the termination of this Agreement in accordance with the terms hereof, provided that with respect to this sub-section (b), this Section 2.12 shall in any event terminate at the Effective Time; provided that in any event this Section 2.12 shall not apply to agreements, arrangements, understandings or discussions between an Investor and its Permitted Transferees; and provided further that notwithstanding anything to the contrary herein, following the termination of this Agreement with respect to any Non-Consenting Investor pursuant to Section 2.4.1, the foregoing clauses (iv) and (v) of this Section 2.12 shall cease to apply to such terminated Non-Consenting Investor. Each Rollover Investor hereby waives any and all of his/her/its dissenter's rights in connection with the Transactions with respect to any and all Rollover Shares beneficially owned by it/him/her (including, without limitation, any rights under Section 238 of the Companies Act (as defined under the Support Agreement)).

2.13. Contribution With Respect to Limited Guarantee. Subject to Sections 2.4 and 2.5, and subject to Section 9.3 of the Merger Agreement, the Investors shall cooperate in defending any claim that the Investors are or any one of them is liable to make payments under the Limited Guarantee, including in the event that any Parent Termination Fee, expense reimbursement or other payment is required to be paid by Parent, Merger Sub and/or any Investor (including as a result of any obligation by Parent to make such a payment under the Merger Agreement or pursuant to the Limited Guarantee) to the Company (such payments, collectively, the "Damages Payment"); provided, that no Investor shall be required to commence any legal action in connection therewith. In the event that a Damages Payment becomes payable, (i) such Damages Payment shall be paid by the Lead Investor (or its assignees) and (ii) the Lead Investor (or its assignees) agrees to contribute to the Damages Payment amount paid or payable by the Lead Investor (or its assignees) in respect of the Limited Guarantee, in each of the cases of the foregoing clauses (i) and (ii) in a manner such that the Lead Investor (or its assignees) will have paid an amount equal to the amount paid or payable under the Limited Guarantee (subject to the cap of the Maximum Amount (as defined under the Limited Guarantee)). For the avoidance of doubt, in the event the Lead Investor who is also a Non-Consenting Investor has assigned its obligations hereunder to a third party in accordance with Section 2.4, such assignee shall be responsible for the Damages Payment to the extent so provided in such assignment. Notwithstanding anything to the contrary in this Section 2.13 or the Limited Guarantee, if there is a Failing Investor and the failure of such Failing Investor to fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, or its assertion in writing of its unwillingness to fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, or its material breach of this Agreement was the primary cause of the termination giving rise to the obligation to pay the Damages Payment, the Damages Payment (along with any other Indemnifiable Losses) shall be paid 100% by such Failing Investor (whether or not such Failing Investor is the Lead Investor or the Rollover Investor); provided, further, that if there is more than one such Failing Investor, such amounts shall be paid 100% by all such Failing Investors allocated pro rata among such Failing Investors based on their respective Commitments on the date hereof. It is understood that other than as set forth in the immediately preceding sentence, the Lead Investor shall not be obligated to pay an amount pursuant to the Limited Guarantee and this Section 2.13 that, in the aggregate, exceeds the Maximum Amount (as defined in the Limited Guarantee) it is obligated to pay pursuant to the Limited Guarantee unless the Lead Investor is a Failing Investor.

2.14. Indemnification. Notwithstanding anything herein to the contrary, each Failing Investor shall indemnify and hold harmless each of Parent, Merger Sub, any Investor that is not a Failing Investor, their respective Affiliates, and any former, current and future direct or indirect equity holder, director, officer, employee, Affiliate, member, manager, general or limited partner, agent, attorney or other representatives of the foregoing (each, an "Indemnified Party") from and against any and all Indemnifiable Losses (as defined below); provided, that if there is more than one Failing Investor, the obligations of the Failing Investors shall be several and not joint, with each responsible for its pro rata share of the Indemnifiable Losses based on their respective Commitments on the date hereof. The term "Indemnifiable Losses" shall mean all losses, liabilities, damages, costs, expenses, penalties, fines and taxes arising out of, attributable to, incurred or suffered due to, a Failing Investor's Breach (whether as a result of (w) the Closing not occurring when it otherwise would have occurred pursuant to the Merger Agreement, (x) the Closing occurring without the Failing Investor funding its Commitment in full, (y) the termination of the Merger Agreement, or (z) any other reason), including without limitation (A) any Damages Payments (if the failure of such Failing Investor to fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, or its assertion in writing of its unwillingness to fund its Commitment in accordance with the Equity Commitment Letter or the Support Agreement, or its material breach of this Agreement was the primary cause of the termination giving rise to the obligation to pay such Damages Payment), (B) any payments made pursuant to the Limited Guarantee (subject to the parenthetical in clause (A) of this sentence), (C) any Transaction Expenses, (D) any costs and expenses incurred in connection with the Transactions including fees, expenses and disbursements payable to any separate Advisor engaged by any Investor as contemplated by Section 2.9.2 or otherwise, and (E) any costs or expenses incurred in connection with enforcing such Indemnified Party's rights under the Equity Commitment Letter, the Support Agreement, the Limited Guarantee or this Agreement. If any Investor determines to enforce any remedies described in the first sentence against any Failing Investor, such Investor must do so against all Failing Investors. If there are multiple Failing Investors, each Failing Investor's portion of the total obligations hereunder shall be the amount equal to the product of (i) the amounts due from all Failing Investors hereunder, multiplied by (ii) a fraction of which the numerator is the amount or value (as applicable) of such Failing Investor's Commitment and the denominator of which is the sum of all Failing Investors' Commitments.

2.15. Company Payments. In the event the Merger Agreement is terminated and Parent or any of its Affiliates receives any termination fee (including the Company Termination Fee), reimbursement of expenses, indemnification for damages or other similar payments from the Company or any of its Affiliates (collective, the "Company Payments"), Parent shall (a) first, make adequate provisions for any costs, expenses and other liabilities which are to be borne by Parent and Merger Sub in connection with the Transactions, (b) second, subject to Section 2.7, use all remaining amounts of the Company Payments after giving effect to clause (a), if any, to pay or cause to be paid the remaining amounts of the Transaction Expenses to the Lead Investor (if it is not any Failing Investor) and all reasonable fees and expenses incurred by all Investors in connection with the retention of separate Advisors (to the extent not already included in the Transaction Expenses), provided that, if the Lead Investor is a Failing Investor, pay or cause to be paid all Transaction Expenses and all reasonable fees and expenses incurred by all Investors in connection with the retention of separate Advisors (to the extent not already included in the Transaction Expenses) and in the event the amount of expenses in this clause (b) is greater than the remaining amount of the Company Payments after giving effect to clause (a), such remaining amount shall be paid to each Investor (including any Non-Consenting Investor but excluding any Failing Investor) pro rata (based on each Investor's Commitment relative to all of the Commitments of the Investors), it being understood that no Investor shall be paid an amount pursuant to this clause (b) that is more than its Transaction Expenses and the reasonable fees and expenses incurred by it in connection with the retention of separate Advisors (to the extent not already included in the Transaction Expenses), and (c) third, pay or cause to be paid all remaining amounts of the Company Payments after giving effect to clauses (a) and (b), if any, to each Investor (excluding any Non-Consenting Investor and any Failing Investor) pro rata in proportion to their relative Commitments.

2.16. Consortium Agreement. Pursuant to Section 5.3 of the Consortium Agreement dated as of October 12, 2022 by and among the Investors and Mr. Tianqian Mo (as may be amended, supplemented or otherwise modified from time to time, including the deeds of adherence, dated November 25, 2022, by Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and Evenstar Special Situations Limited, the "Consortium Agreement"), the Investors and Mr. Tianquan Mo hereby agree to terminate, effective immediately, the Consortium Agreement.

3. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:

"Advisors" means any legal, financial, tax, forensic accounting or other advisors or consultants of the group of Investors, Parent, Merger Sub or an Investor, in each case appointed in connection with the Transactions.

"Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the Exchange Act; including, for the avoidance of doubt, any affiliated investment funds of such party or any investment vehicles of such party or such funds; provided, however, that with respect only to parties that are a private equity, sovereign or other funds in the business of making investments in portfolio companies managed independently, no portfolio company of any such party (including any portfolio company of any affiliated investment fund or investment vehicle of such party) shall be deemed to be an Affiliate of such party. Notwithstanding anything to the contrary in the foregoing, in the case of General Atlantic Singapore Fund Pte. Ltd., (i) the term "Affiliate" also includes (A) any direct or indirect shareholder of General Atlantic Singapore Fund Pte. Ltd., (B) any of General Atlantic Singapore Fund Pte. Ltd. or such shareholder's limited partners and general partners, (C) the fund manager managing General Atlantic Singapore Fund Pte. Ltd. or such shareholder (and general partners, limited partners and officers thereof), and (D) trusts Controlled by or for the benefit of any natural person referred to in (B) or (C) above; and (ii) in no event shall any portfolio company owned, directly or indirectly, by investment funds managed by General Atlantic Service Company, L.P., be deemed an Affiliate of General Atlantic Singapore Fund Pte. Ltd..

"Company Shares" means the issued and outstanding Class A ordinary shares, par value US$0.001 per share, of the Company, including the Class A ordinary shares represented by the ADSs, and the Class B ordinary shares, par value US$0.001 per share, of the Company.

"Commitments" means the Equity Commitment and the Rollover Commitments.

"Continuing Commitments" means, as of any time of determination, the Equity Commitment or Rollover Commitments of the Continuing Investors as of such time.

"Continuing Investor" means, as of any time of determination, each Investor that is not a Non-Consenting Investor at such time.

"Control" shall have the meaning ascribed to such terms in Rule 12b-2 under the Exchange Act.

"EMF" means Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio.

"Evenstar" means EMF and Evenstar Special Situations Limited.

"Equity Commitment" means, for the Lead Investor, the amount of cash equity set forth in the Equity Commitment Letter delivered by the Lead Investor to Parent on the date hereof, as such amount of cash equity may be amended from time to time as permitted by this Agreement.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"GA" means General Atlantic Singapore Fund Pte. Ltd.

"Institutional Investors" means GA, Digital Link Investments Limited, and Evenstar.

"Lead Investor" means, subject to Section 2.1.4, Fang Holdings Limited, an exempted company incorporated under the Laws of the Cayman Islands with limited liability.

"Majority-in-Interest of the Investors" means, as of any date of determination, those Continuing Investors (other than the Lead Investor or any of its permitted assigns) that hold more than 50% of the aggregate Continuing Commitments held by all of the Continuing Investors (other than the Lead Investor or any of its permitted assigns) as of such date, in each case subject to Section 2.1.4.

"Majority Institutional Investors" means, as of any date of determination, those Institutional Investors who are Continuing Investors that hold more than 50% of the aggregate Continuing Commitments held by all of the Institutional Investors who are Continuing Investors as of such date, in each case subject to Section 2.1.4.

"Permitted Transferee" means, in respect of any Investor, (a) an Affiliate of such Investor, (b) a member of such Investor's immediate family or a trust for the benefit of such Investor's or any member of such Investor's immediate family, (c) any heir, legatees, beneficiaries and/or devisees of such Investor or (d) if such Investor is an investment fund, to any of the investment funds managed or advised by such Investor or any of its Affiliates, or any of the investment vehicles of such Investor, such Affiliate or such investment fund; provided, that in each case, such transferee agrees to execute, prior to or concurrently to any permitted transfer, a joinder to this Agreement in the form agreed by the Lead Investor; provided, further, that for the avoidance of doubt, none of the Investors shall be Permitted Transferees of any other Investor.

"Rollover Commitments" means the value of a Rollover Investor's Rollover Shares that will be contributed to Merger Sub prior to the Closing in exchange for newly issued Parent Shares under the Support Agreement, being the product of (a) the total number of Rollover Shares to be contributed by such Rollover Investor to Merger Sub, multiplied by (b) the Per Share Merger Consideration under the Merger Agreement.

"Rollover Investor" means each of the Investors designated on Exhibit A hereto under the heading "Rollover Investors."

"Transactions" means the transactions contemplated by the Merger Agreement.

4. **MISCELLANEOUS.**

4.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.

4.2. Further Assurances. Each party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

4.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

4.4. Amendment; Waivers. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.5. Assignment; No Third Party Beneficiaries. Other than as provided herein, the rights and obligations of any party shall not be assigned without the prior consent of the other parties; provided that each Investor may assign its rights and obligations under this Agreement, in whole or in part, without the prior consent of the other parties, to an Affiliate of such party by notifying the other parties pursuant to Section 4.16. Each party agrees that it will remain bound and liable under this Agreement after such assignment to its Affiliates. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of each of the parties. Nothing in this Agreement shall be construed as giving any person, other than each of the Investors and its heirs, successors, legal representatives and permitted assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof; provided, however, that the Indemnified Parties are express intended third party beneficiaries of Section 2.14.

4.6. No Partnership or Agency. The parties are independent and nothing in this Agreement constitutes a party as the trustee, fiduciary, agent, employee, partner or joint venturer of the other party.

4.7. Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

4.8. Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. In the event that Parent determines to enforce the provisions of the Commitment under the Equity Commitment Letter or the Support Agreement in accordance with this Agreement and the terms thereof or the Company enforces the Equity Commitment Letter or the Support Agreement in accordance with the terms thereof, and the Lead Investor is prepared to cause Parent to consummate the Transactions in accordance with Section 2.1 of this Agreement and to fund their respective Commitment upon consummation of the Transactions, as evidenced in writing to the other Investors (the Investors who are so prepared, the "Closing Investors"), but there are one or more Failing Investors, the parties agree that Parent, acting at the direction of the Determining Investor), shall in addition to the remedies set forth elsewhere in this Agreement with respect to Failing Investors, be entitled to specific performance of the terms of this Agreement, whether before or after the Closing, together with any costs of enforcement incurred by the Closing Investors in seeking to enforce such remedy. If Parent determines to enforce any remedies described in the second sentence of this Section 4.8 against any Failing Investor, Parent must do so against all Failing Investors.

4.9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Hong Kong.

4.10. Dispute Resolution. Any disputes, actions and proceedings against any party arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force (the "Rules") when the notice of arbitration is submitted and as may be amended by this Section 4.10. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal (the "Tribunal") shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the Tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the chairman of HKIAC. The award of the Tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

4.11. Specific Performance. Subject to Section 4.8, each party acknowledges and agrees that the other parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement.

4.12. Limitation on Liability. Except as otherwise expressly provided for in this Agreement, the obligation of each party under this Agreement is several (and not joint or joint and several).

4.13. Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

4.14. Confidentiality.

4.14.1. Except as permitted under Sections 4.14 and 4.15, each party shall not, and shall direct its Affiliates and Representatives not to, without the prior written consent of the other Parties, disclose any Confidential Information received by it (the "Recipient") from any other party (the "Discloser"). Each party shall not and shall direct its Affiliates and Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transactions.

4.14.2. Subject to Section 4.14.3, the Recipient shall safeguard and return to the Discloser, on demand, any Confidential Information, and in the case of electronic data that constitutes Confidential Information, to return or destroy such Confidential Information (other than any electronic data stored on the back-up storage of the Recipient's hardware) at the option of the Recipient.

4.14.3. Each party may retain in a secure archive a copy of the Confidential Information referred to in Section 4.14.1 if the Confidential Information is required to be retained by the party for regulatory purposes or in connection with a bona fide document retention policy.

4.14.4. Each party acknowledges that, in relation to any Confidential Information received from a Discloser, the obligations contained in this Section 4.14 shall continue to apply for a period of twenty-four (24) months following the date of termination of this Agreement pursuant to Section 1.1, as applicable, unless otherwise agreed in writing.

4.14.5. "Confidential Information" includes (a) all written, oral or other information obtained in confidence by one party from any other party in connection with this Agreement or the Transactions, unless such information (i) is already known to such party or to others not known by such party to be bound by a duty of confidentiality, or (ii) is or becomes publicly available other than through a breach of this Agreement by such party, and (b) the existence or terms of, and any negotiations or discussions relating to, the Transactions, this Agreement, the Merger Agreement, the Equity Commitment Letter, the Consortium Agreement, the Support Agreement and the Limited Guarantee and all exhibits, restatements and amendments hereto and thereto.

4.15. Permitted Disclosures. A party may make disclosures (a) to those of its Affiliates and Representatives as such party reasonably deems necessary to give effect to or enforce this Agreement (including potential sources of capital), but only on a confidential basis and the party should sign a confidentiality agreement, as applicable, which contains similar content to Section 4.15, with the Recipient; and without prejudice to the foregoing sentence, in the case of GA, to limited partners and general partners of any direct or indirect shareholder of GA or any fund manager managing GA or such shareholder, officers of any fund manager managing GA or such shareholder, and trusts Controlled by or for the benefit of the foregoing and their respective Representatives; (b) if required by law or a court of competent jurisdiction, the United States Securities and Exchange Commission or another regulatory body or international stock exchange having jurisdiction over a party or its Affiliates or pursuant to whose rules and regulations such disclosure is required to be made, but only after the form and terms of such disclosure have been notified to the other parties and the other parties have had a reasonable opportunity to comment thereon, in each case to the extent legally permissible and reasonably practicable; or (c) if the information is publicly available other than through a breach of this Agreement by such party or its Affiliates or Representatives.

4.16. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by facsimile, overnight courier or e-mail to the contact details set forth on the signature pages and shall be copied to the additional contact as set forth thereon as well or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; upon confirmation or proof of successful transmission if sent by facsimile or e-mail or on the next day after deposit with an overnight courier, if sent by an overnight courier, except if the time of deemed delivery under this Section 4.16, (regardless of the form of service) is after 4:30 p.m. at the place of receipt or is not on a Business Day, then the notice will not be deemed received at that time but rather will be deemed received at 9 a.m. on the next following Business Day in the place of delivery.

4.17. Announcements. No public announcement or statement regarding the existence, subject matter or contents of this Agreement shall be issued by any party or their Affiliates or Representatives either to the Company (including the Company's board of directors) or to the public without the prior written consent of the Lead Investor, which consent shall not be unreasonably withheld, delayed or conditioned, except to the extent that any such announcements are required by laws, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after the form and terms of such disclosure have been notified to the Lead Investor and the Lead Investor has had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable. Any public announcement to be made by the parties or their Affiliates (including Parent) in connection with the Transactions shall be jointly coordinated and agreed by all of the parties. Notwithstanding the foregoing, each party may make any Schedule 13D filings, or amendments thereto, in respect of the Company that such party reasonably believes is required under applicable law without the prior written consent of the other parties, provided that each such party shall coordinate with the other parties in good faith regarding the content and timing of such filings or amendments in connection with the Transactions.

4.18. No Duty. In making any determination contemplated by this Agreement, each Investor may make such determination in its sole and absolute discretion, taking into account only such Investor's own views, self-interest, objectives and concerns. No Investor shall have any fiduciary or other duty solely as a result of entering into this Agreement to any other Investor, Parent or Merger Sub except as expressly set forth in this Agreement.

4.19. Non-circumvention. Each party agrees that it shall not indirectly accomplish that which it is not permitted to accomplish directly under this Agreement.

[*Signature pages follow.*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

CIH HOLDINGS LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

Notice details:

Address: Tower A, No. 20
Guogongzhuang Middle Street
Fengtai District, Beijing 100070,
The People's Republic of China
E-mail: richarddai@fang.com
Attention: Jiangong Dai
with a copy to (which shall not constitute notice):
O'Melveny & Myers LLP
Yin Tai Centre, Office Tower, 37th Floor
No. 2 Jianguomenwai Ave.
Chao Yang District
Beijing 100022
People's Republic of China
Attention: Alan Bao, Esq.
Email: abao@omm.com

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

CIH MERGER SUB HOLDINGS LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

Notice details:

Address: Tower A, No. 20
Guogongzhuang Middle Street
Fengtai District, Beijing 100070,
The People's Republic of China
E-mail: richarddai@fang.com
Attention: Jiangong Dai
with a copy to (which shall not constitute notice):
O'Melveny & Myers LLP
Yin Tai Centre, Office Tower, 37th Floor
No. 2 Jianguomenwai Ave.
Chao Yang District
Beijing 100022
People's Republic of China
Attention: Alan Bao, Esq.
Email: abao@omm.com

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

FANG HOLDINGS LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

Notice details:

Address: Tower A, No. 20
Guogongzhuang Middle Street
Fengtai District, Beijing 100070,
The People's Republic of China
E-mail: richarddai@fang.com
Attention: Jiangong Dai

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

TIANQUAN MO

By: /s/ Tianquan Mo

ACE SMART INVESTMENTS LIMITED

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

KARISTONE LIMITED

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

OPEN LAND HOLDINGS LIMITED

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

Notice details:

Address: Tower A, No. 20
Guogongzhuang Middle Street
Fengtai District, Beijing 100070,
The People's Republic of China
E-mail: vincentmo@fang.com
Attention: Tianquan Mo

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

MEDIA PARTNER TECHNOLOGY LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Authorized Signatory

NEXT DECADE INVESTMENTS LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Authorized Signatory

Notice details:

Address: Tower A, No. 20
Guogongzhuang Middle Street
Fengtai District, Beijing 100070,
The People's Republic of China
E-mail: vincentmo@fang.com
Attention: Tianquan Mo

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

GENERAL ATLANTIC SINGAPORE FUND PTE. LTD.

By: /s/ Ong Yu Huat
Name: Ong Yu Huat
Title: Director

Notice details:

Address: 8 Marina View, #41-04
Asia Square Tower 1, Singapore 018960
Email: aong@generalatlantic.com
Attention: Alexander Ong
with a copy to:
Address: c/o General Atlantic Asia Limited
Suite 5704-5706, 57F Two IFC,
8 Finance Street, Central, Hong Kong
Email: itang@generalatlantic.com /
sliu@generalatlantic.com
Attention: Ivy Tang / Simon Liu

and:

Address: c/o General Atlantic Service Company, L.P.
55 East 52nd Street, 33rd Floor,
New York, NY 10055, USA
Email: clanning@generalatlantic.com
Attention: Chris Lanning

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

TRUE KNIGHT LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

Notice details:

Address: Vistra Corporate Services Centre,
Wickhams Cay II, Road Town,
Tortola, VG1110, British Virgin Islands
E-mail: richarddai@fang.com
Attention: Jiangong Dai

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

DIGITAL LINK INVESTMENTS LIMITED

By: /s/ Shan Li
Name: Shan Li
Title: Director

Notice details:

Address: Unit 219, 2/F Building 16W, Phase Three, Hong Kong Science Park, Pak Shek Kok, New Territories, Hong Kong
E-mail: shan.li@sanshan.com
Attention: Shan Li

[*Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

EVENSTAR MASTER FUND SPC FOR AND ON BEHALF OF EVENSTAR MASTER SUB-FUND I SEGREGATED PORTFOLIO

By: /s/ James Yang
Name: James Yang
Title: Director

EVENSTAR SPECIAL SITUATIONS LIMITED

By: /s/ James Yang
Name: James Yang
Title: Director

Notice details:

Address: PO Box 309, Ugland House,
South Church Street, George Town ,
KY1 – 1104, Cayman Islands
E-mail: ESFunds@evenstarcapital.com
Attention: The Directors of the Fund
with a copy to (which alone shall not constitute notice):
Evenstar Capital Management Limited
Address: PO Box 309, Ugland House,
South Church Street, George Town,
KY1 – 1104, Cayman Islands
Attention: Directors of Evenstar
Capital Management Limited

EXHIBIT A

Rollover Investors:

1. Fang Holdings Limited
2. ACE Smart Investments Limited
3. Karistone Limited
4. Open Land Holdings Limited
5. Media Partner Technology Limited
6. Next Decade Investments Limited
7. General Atlantic Singapore Fund Pte. Ltd.
8. True Knight Limited
9. Digital Link Investments Limited
10. Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio
11. Evenstar Special Situations Limited

EXHIBIT B

1. Paul, Weiss, Rifkind, Wharton & Garrison LLP as international legal counsel to General Atlantic Singapore Fund Pte. Ltd.
2. Linklaters, as international legal counsel to Evenstar Master Fund SPC for and on behalf of Evenstar Master Sub-Fund I Segregated Portfolio and Evenstar Special Situations Limited

EXHIBIT C

Shareholders Agreement Term Sheet

EXHIBIT D

This Exhibit sets out the exceptions to Sections 2.3.2 and 2.12 hereof:

Section 2.3.2	Pursuant to a total return arrangement under a transfer agreement dated November 24, 2022, EMF will not be entitled to any economic interest in the Parent Shares to be issued in exchange for 1,762,716 Rollover Shares that are represented by ADSs held by it and third parties will be entitled to the economic interests with respect to such Parent Shares as agreed with EMF.
Section 2.12	Pursuant to a total return arrangement under a transfer agreement dated November 24, 2022, EMF is not entitled to any economic interest in 1,762,716 Rollover Shares that are represented by ADSs held by it and third parties are entitled to the economic interests in such Rollover Shares as agreed with EMF.