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

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

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**China Index Holdings Limited**  
(Name of Issuer)

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**Class A ordinary shares, par value US\$0.001 per share**  
**Class B ordinary shares, par value US\$0.001 per share**  
(Title of Class of Securities)

**16954W101\*\***  
(CUSIP Number)

**Tianquan Mo**  
**Tower A, No. 20 Guogongzhuang Middle Street**  
**Fengtai District, Beijing 100070**  
**The People's Republic of China**  
**+86-10-5631 8661**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

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**December 27, 2019**  
(Date of Event which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-1(a) for other parties to whom copies are to be sent.

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

\*\* This CUSIP applies to the American Depositary Shares of the Issuer, evidenced by American Depositary Receipts, each representing one of one Class A ordinary share. No CUSIP has been assigned to the Class A Ordinary Shares or Class B Ordinary Shares of the Issuer.

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

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1.	Names of Reporting Persons. Tianquan Mo	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 6,422,668 Class A Ordinary Shares 21,996,620 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 6,422,668 Class A Ordinary Shares 21,996,620 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 6,422,668 Class A Ordinary Shares 21,996,620 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 8.9% of the Class A Ordinary Shares 93.0% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) IN	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Media Partner Technology Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,177,522 Class A Ordinary Shares 9,514,610 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,177,522 Class A Ordinary Shares 9,514,610 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,177,522 Class A Ordinary Shares 9,514,610 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.0% of the Class A Ordinary Shares 40.3% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Next Decade Investments Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,723,501 Class A Ordinary Shares 11,359,284 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,723,501 Class A Ordinary Shares 11,359,284 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,723,501 Class A Ordinary Shares 11,359,284 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.4% of the Class A Ordinary Shares 48.1% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Karistone Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 22,613 Class A Ordinary Shares 974,658 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 22,613 Class A Ordinary Shares 974,658 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 22,613 Class A Ordinary Shares 974,658 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.03% of the Class A Ordinary Shares 4.1% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Ateefa Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 980,629 Class A Ordinary Shares 49,799 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 980,629 Class A Ordinary Shares 49,799 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 980,629 Class A Ordinary Shares 49,799 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.4% of the Class A Ordinary Shares 0.2% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Safari Group Holdings Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,502,248 Class A Ordinary Shares 177,855 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,502,248 Class A Ordinary Shares 177,855 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,502,248 Class A Ordinary Shares 177,855 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 4.8% of the Class A Ordinary Shares 0.8% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Deanhale Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,508,233 Class A Ordinary Shares 76,593 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,508,233 Class A Ordinary Shares 76,593 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,508,233 Class A Ordinary Shares 76,593 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.1% of the Class A Ordinary Shares 0.3% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.



1.	Names of Reporting Persons. Fang Holdings Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,345,876 Class A Ordinary Shares 5,000,000 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,345,876 Class A Ordinary Shares 5,000,000 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,345,876 Class A Ordinary Shares 5,000,000 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.2% of the Class A Ordinary Shares 21.2% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares actually issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Open Land Holdings Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,170 Class A Ordinary Shares 21,675 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,170 Class A Ordinary Shares 21,675 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,170 Class A Ordinary Shares 21,675 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.01% of the Class A Ordinary Shares 0.09% of the Class B Ordinary Shares (See Item 5) <sup>(1)</sup>	
14.	Type of Reporting Person (See Instructions) CO	

The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A ordinary shares and 23,636,706 Class B ordinary shares actually issued and outstanding of the Issuer as of June 11, 2019.

## Item 1. Security and Issuer.

This Schedule 13D (this "Schedule") is being filed by the Reporting Persons (as defined in Item 2 below) and relates to Class A ordinary shares, par value \$0.001 per share (the "Class A Ordinary Shares") and Class B ordinary shares, par value \$0.001 per share (the "Class B Ordinary Shares") of China Index Holdings Limited, an exempted company with limited liability registered under the laws of the Cayman Islands (the "Issuer"). The address of the principal executive offices of the Issuer is Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, the People's Republic of China.

The Issuer's American depository shares (the "ADSs"), evidenced by American Depositary Receipts, each representing one Class A Ordinary Share, are listed on the NASDAQ Global Market under the symbol "CIH." As used in this Schedule 13D, the term "Ordinary Shares" includes Class A Ordinary Shares and Class B Ordinary Shares.

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

## Item 2. Identity and Background.

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

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

- 1) Tianquan Mo, a PRC citizen and the founder and the Chairman of the board of directors of the Issuer ("Mr. Mo");
- 2) Media Partner Technology Limited ("Media Partner"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding, and all of the shares of Media Partner are held in The MC Trust, for which Deutsche Bank International Trust Co. (Cayman) Limited serves as trustee. Mr. Mo's wife is the sole director of Media Partner;
- 3) Next Decade Investments Limited ("Next Decade"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding, and all of the shares of Next Decade are held in KM & KM Trust, for which Credit Suisse Trust Limited serves as trustee. Mr. Mo's wife is the sole director of Next Decade;
- 4) Karistone Limited ("Karistone"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Karistone is wholly owned by Mr. Mo;
- 5) Ateefa Limited ("Ateefa"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Ateefa is wholly owned by Mr. Mo;
- 6) Safari Group Holdings Limited ("Safari"), an exempted company incorporated with limited liability under the laws of the Cayman Islands, with its registered office at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands and its principal business in investment holding; As of the date hereof, Safari is owned as to 72.0% by Safari Parent Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands, whose registered office is at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands ("Safari Parent") and as to 28.0% by Ateefa. Safari Parent is affiliated with the Carlyle Group.

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

8) Fang Holdings Limited (“Fang”), an exempted company incorporated under the laws of the Cayman Islands with limited liability, with its registered office is at P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205 Cayman Islands, and its principal business address at Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing, 100070, PRC. Fang operates a leading real estate Internet portal in China in terms of the number of page views and visitors to its websites. Through its websites, Fang provides primarily marketing, listing, leads generation and financial services for China’s fast-growing real estate and home furnishing and improvement sectors. Please refer to the Form 20-F filed by Fang on May 14, 2019 for its shareholding information. Mr. Mo is the Chairman of the board of directors of Fang.

9) Open Land Holdings Limited (the “Open Land”), a company limited by shares incorporated under the Laws of Hong Kong, whose register office is at Room 1901, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong. As of December 26, 2019, Open Land has purchased 152,800 Class A ordinary shares of Fang, and as of December 31, 2019, Open Land has purchased 263,856 Class A ordinary shares of Fang.

As of the date hereof, Fang was owned as to 1.5% by Deanhale, as to 1.0% by Karistone, as to 3.6% by Safari, as to 13.2% by Media Partner and as to 15.0% by Next Decade.

IDG Alternative Global Limited (“IDG Alternative”), a business company incorporated with limited liability under the laws of the British Virgins Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding. As of the date hereof, Fang repurchased its Convertible Notes issued to IDG Alternative.

Safari Group CB Holdings Limited (“Safari CB”) is an exempted company incorporated with limited liability under the laws of the Cayman Islands, with its registered office at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands and its principal business in investment holding. As of the date hereof, Fang repurchased its Convertible Notes issued to Safari CB.

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

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

Item 3 is hereby amended as follows:

On December 24, 2019, Fang (the “Buyer”) entered into a purchase and sales agreement (the “Purchase and Sales Agreement”) with Next Decade and Media Partner (collectively with Next Decade, the “Sellers”) to purchase up to 15 million Ordinary Shares (primarily consisting of Class B Ordinary Shares) beneficially owned by the Sellers.

On December 27, 2019, Fang purchased in aggregate 5 million Class B Ordinary Shares from the Sellers, among which, 2.5 million Class B Ordinary Shares from Next Decade and 2.5 million Class B Ordinary Shares from Media Partner. Fang obtained the funds to purchase the Class B Ordinary Shares from its working capital.

#### **Item 4. Purpose of Transaction.**

Item 4 is hereby amended and replaced with the following:

Fang acquired the Class A Ordinary Shares and Class B Ordinary Shares reported herein for investment purposes. The Reporting Persons may, from time to time, make additional purchases or sales of Ordinary Shares or ADSs either in the open market or in privately-negotiated transactions, depending upon the Reporting Persons' evaluation of the Issuer's business, prospects and financial condition, the market for the Ordinary Shares and the ADSs, other opportunities available to the Reporting Persons, general economic conditions, stock market conditions and other factors. Depending upon the factors noted above, the Reporting Persons may also decide to hold or dispose of all or part of their investments in the Ordinary Shares and/or enter into derivative transactions with institutional counterparties with respect to the Issuer's securities, including the Ordinary Shares and the ADSs.

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

Item 5 is hereby amended and replaced with the following:

(a) As of the date hereof, Media Partner (i) is the record holder of 510,995 Class A Ordinary Shares, evidenced by ADSs, and certain employee stock options (exercisable within 60 days of the date hereof), which options entitle Media Partner to acquire an additional 1,357,357 Class A Ordinary Shares, and as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 309,170 Class A Ordinary Shares, representing 3.0% of the issued and outstanding Class A Ordinary Shares; and (ii) is the record holder of 8,855,645 Class B Ordinary Shares, and as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 658,965 Class B Ordinary Shares, representing 40.3% of the issued and outstanding Class B Ordinary Shares. Each Class B ordinary share is convertible at the option of the holder into one Class A ordinary share. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion rights as noted above and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

As of the date hereof, Next Decade (i) is the record holder of 14,177 Class A Ordinary Shares, evidenced by ADSs, and certain employee stock options (exercisable within 60 days of the date hereof), which options entitle Media Partner to acquire an additional 1,357,356 Class A Ordinary Shares, and as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 351,968 Class A Ordinary Shares, representing 2.4% of issued and outstanding Class A Ordinary Shares; and (ii) is the record holder of 8,854,600 Class B Ordinary Shares, and certain employee stock options (exercisable within 60 days of the date hereof), which options entitle Next Decade to acquire an additional 1,754,500 Class B Ordinary Shares, and as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 750,184 Class B Ordinary Shares, representing 48.1% of issued and outstanding Class B Ordinary Shares. Each Class B ordinary share is convertible at the option of the holder into one Class A ordinary share. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion rights as noted above and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

As of the date hereof, Karistone (i) as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 22,613 Class A Ordinary Shares, representing 0.03% of issued and outstanding Class A Ordinary Shares, (ii) is the record holder of 926,461 Class B Ordinary Shares, and as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 48,197 Class B Ordinary Shares, representing 4.1% of issued and outstanding Class B Ordinary Shares. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Share are identical, except with respect to conversion rights as noted above and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

As of the date hereof, Safari (i) is the record holder of 3,418,803 Class A Ordinary Shares, and Safari as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 83,445 Class A Ordinary Shares, representing 4.8% of issued and outstanding Class A Ordinary Shares, (ii) Safari, as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 177,855 Class B Ordinary Shares, representing 0.8% of issued and outstanding Class B Ordinary Shares. Mr. Mo, through Ateefa as a shareholder of Safari, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 980,629 Class A Ordinary Shares of the Issuer, representing 1.4% of issued and outstanding Class A Ordinary Shares, and 49,799 Class B Ordinary Shares of the Issuer, representing 0.2% of issued and outstanding Class B Ordinary Shares.

As of the date hereof, Fang is the record holder of 2,345,876 Class A Ordinary Shares, representing 3.2% of the issued and outstanding Class A Ordinary Shares, and 5,000,000 Class B Ordinary Shares, representing 21.2% of the issued and outstanding Class B Ordinary Shares.

As of the date hereof, Deanhale (i) is the record holder of 1,472,298 Class A Ordinary Shares, and as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 35,935 Class A Ordinary Shares, representing 2.1% of issued and outstanding Class A Ordinary Shares; and (ii) as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 76,593 Class B Ordinary Shares, representing 0.3% of issued and outstanding Class B Ordinary Shares.

As of the date hereof, Open Land(i) as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 10,107 Class A Ordinary Shares, representing 0.01% of issued and outstanding Class A Ordinary Shares. (ii) as a shareholder of Fang, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 21,675 Class B Ordinary Shares, representing 0.09% of issued and outstanding Class B Ordinary Shares.

(b) See Items 7 through 10 of the cover pages to this Schedule for the number of Ordinary Shares that are beneficially owned by each Reporting Person as of the date hereof as to which there is sole or shared power to vote or direct the vote, and sole or shared power to dispose or direct the disposition.

(c) Except as set forth herein, to the knowledge of the Reporting Persons with respect to the persons named in response to Item 5(a), none of the persons named in response to Item 5(a) has effected any transactions in the Class A Ordinary Shares during the past 60 days.

(d) No person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities covered by this Schedule.

(e) Not applicable.

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

Item 6 is hereby amended and replaced with the following:

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

**Item 7. Materials to be Filed as Exhibits.**

Item 7 hereby amended and supplemented by amending Exhibit 99.1 and inserting the following to the end thereof:

Exhibit 99.1 Joint Filing Agreement dated January 7, 2020 by the Reporting Persons  
Exhibit 99.6 Purchase and Sales Agreement dated December 24, 2019 between the Buyer and the Sellers

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: January 7, 2020

**TIANQUAN MO**

By: /s/ Tianquan Mo  
Name: Tianquan Mo

**MEDIA PARTNER TECHNOLOGY LIMITED**

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

**NEXT DECADE INVESTMENTS LIMITED**

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

**KARISTONE LIMITED**

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

**ATEEFA LIMITED**

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

**SAFARI GROUP HOLDINGS LIMITED**

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

**DEANHALE LIMITED**

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

**FANG HOLDINGS LIMITED**

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

**OPEN LAND HOLDINGS LIMITED**

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

**Schedule A**

<b>Name</b>	<b>Present Principal Occupation or Employment and Business Address</b>
Tianquan Mo (PRC citizen)	Chairman of China Index Holdings Limited, Director of Ateefa Limited, Director of Deanhale Limited, Director of Karistone Limited, Director of Safari Group Holdings Limited, Chairman of Fang Holdings Limited, and Director of Open Land Holdings Limited, Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, PRC
Jing Cao (U.S. citizen)	Director of Media Partner and Next Decade, and Director of Open Land Holdings Limited, c/o P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.
Wayne James William Bannon (U.K. citizen)	Managing Director (Legal – Global Investments) of the Carlyle Group, Director of Safari Group Holdings Limited, c/o the Carlyle Group, Suite 2801, 28th Floor, Two Pacific Place, 88 Queensway, Hong Kong



**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree (i) to the joint filing, on behalf of each of them, of a statement on Schedule 13D (including amendments thereto) with respect to Class A ordinary shares, par value US\$0.001 per share and Class B ordinary shares, par value US\$0.001 per share of China Index Holdings Limited, a Cayman Islands company; and (ii) that this agreement be included as Exhibit 1 to such joint filing. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments to such joint filing and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others.

*[Signature page follows]*

---

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Dated: January 7, 2020

**TIANQUAN MO**

By: /s/ Tianquan Mo  
Name: Tianquan Mo

**MEDIA PARTNER TECHNOLOGY LIMITED**

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

**NEXT DECADE INVESTMENTS LIMITED**

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

**KARISTONE LIMITED**

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

**ATEEFA LIMITED**

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

**SAFARI GROUP HOLDINGS LIMITED**

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

**DEANHALE LIMITED**

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

**FANG HOLDINGS LIMITED**

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

**OPEN LAND HOLDINGS LIMITED**

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

---

**SALE AND PURCHASE AGREEMENT**  
**AMONG**  
**NEXT DECADE TECHNOLOGY LIMITED**  
**MEDIA PARTNER INVESTMENTS LIMITED**  
**AND**  
**FANG HOLDINGS LIMITED**  
**Dated December 24, 2019**

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## SALE AND PURCHASE AGREEMENT

**THIS SALE AND PURCHASE AGREEMENT** (this “**Agreement**”), dated as of December 24, 2019, by and among:

- (1) **Next Decade Technology Limited**, a company incorporated in British Virgin Islands whose registered office is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (“**Seller 1**”);
- (2) **Media Partner Investments Limited**, a company incorporated in British Virgin Islands whose registered office is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. (“**Seller 2**” and, together with Seller 1, the “**Sellers**”);
- (3) **Fang Holdings Limited**, a company incorporated in Cayman Islands whose registered office is at P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands (the “**Purchaser**”),

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

### 1. INTERPRETATION

1.1. Definitions. In this Agreement where the context so admits, the following words and expressions shall have the following meanings:

“**Affiliate**” in relation to any person, means any person that directly or indirectly Controls such person or is directly or indirectly Controlled by such person, or any person that is under direct or indirect common Control with such person.

“**Business Day**” means a day (excluding Saturday and Sunday or a bank or public holiday) on which licensed banks are generally open for business in United States.

“**Charter Documents**” means the currently-in-effect Memorandum and Articles of Association of Next Decade Technology Limited and Media Partner Investments Limited.

“**Control**” means possession, directly or indirectly, of the power to direct or cause the direction of the operations and management or policies of a person, whether through the ownership of voting securities, power to control, direct or appoint a majority of the directors to the board, by contract or otherwise, and “**Controlling**”, “**Controlled**” and “**Controls**” shall be construed accordingly.

“**Encumbrance**” means any security interest, pledge, mortgage, lien, charge, claim, hypothecation, title defect, right of first option or refusal, right of pre-emption, third-party right or interests, put or call right, lien, adverse claim of ownership or use, or other encumbrance of any kind.

“**Governmental Authority**” means the government of any nation, state, city, locality or other political subdivision thereof; any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government; and the governing body of any securities exchange, in each case having competent jurisdiction.

“**Losses**” means all judgments, fines, penalties, damages, losses, liabilities, costs (including without limitation legal costs), charges, expenses, actions, proceedings, claims and demands.

“**Party**” or “**Parties**” means a party or the parties to this Agreement.

“**Person**” includes any individual, firm, corporation, partnership, company, trust, association, joint venture, Governmental Authority or other entity of any kind, whether or not having separate legal personality.

“**SEC**” means the U.S. Securities Exchange Commission.

“**Stock Exchange**” means The Stock Exchange of National Association of Securities Dealers Automated Quotations(NASDAQ).

“**US\$**” means United States dollars, the lawful currency of United States.

“**United States**” means United States of America.

1.2. In this agreement, unless the contrary intention appears,

- (a) Headings. Headings are included for convenience only and shall not affect the construction of any provision of this Agreement.
- (b) Include not Limiting. "Include," "including," "are inclusive of" and similar expressions are not expressions of limitation and shall be construed as if followed by the words "without limitation."
- (c) Law. References to "law" shall include all applicable laws, regulations, rules and orders of any Governmental Authority, any common or customary law, constitution, code, ordinance, statute or other legislative measure and any regulation, rule, treaty, order, decree or judgment; and "lawful" shall be construed accordingly and any reference to "applicable law" with respect to a Person means laws that are legally binding on such Person.
- (d) References to Documents. A reference to any Section is, unless otherwise specified, to such Section of this Agreement. The words "hereof," "hereunder" and "hereto," and words of like import, refer to this Agreement as a whole and not to any particular Section hereof. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time.

## 2. SALE, PURCHASE, and CONSIDERATION

Upon the terms and subject to the conditions set out herein,

- 2.1. The Purchaser agrees to buy, and the Sellers, agree to sell, starting from the date hereof and until the elapse of twelve (12) calendar months thereafter, at a fixed price of US\$5.99 per share, any amount and at any time, in the aggregate up to 15,000,000 ordinary shares (mainly Class B shares] (“Shares”) of China Index Holdings Limited (CIH) beneficially owned by each Seller. The Purchaser shall have the absolute and sole discretion to determine the number of Shares to purchase, the timing of each purchase, and the number of transactions to effect such purchase(s). The Parties hereby agree and covenant that the Purchaser shall not obtain a controlling voting power in CIH as a result of the transactions contemplated hereunder, and that the maximum number of Shares that may be purchased by the Purchaser hereunder shall be adjusted downward if the Purchaser would have obtained a controlling voting power in CIH in the event that the maximum number of Shares are purchased by the Purchaser, unless such transactions are pre-approved by the audit committee and the board of directors of each of CIH and the Purchaser.
- 2.2. Transfer Taxes. The Purchaser and the relevant Sellers shall share in equal portions any and all transfer, stamp, conveyance, registration, recording or any other similar fees or taxes, and all documentary or other stamp taxes, arising out of or related to the relevant transactions contemplated by this Agreement. Each Seller shall be responsible for its own income, revenue, profits, capital gain tax or any other similar tax or duty arising out of or related to the transactions contemplated by this Agreement.
- 2.3. At the Completion,
  - (a) The Sellers shall respectively deliver to the Purchaser one or more original share certificates representing such number of purchased shares in the Purchaser’s name, accompanied by duly executed instruments of transfer and bought and sold note in forms approved by the Purchaser;
  - (b) the Purchaser shall pay to the Sellers to accounts designated by each seller prior to completion respectively, each by wire transfer of immediately available funds in US\$. The Sellers and the Purchaser shall execute and deliver such additional documents as may reasonably be necessary or appropriate to effect the purchase and sale contemplated by this Agreement.

## 3. CONDITIONS PRECEDENT TO COMPLETION

- 3.1. Conditions Precedent to the Obligation of the Purchaser to Close. The obligation of the Purchaser to consummate initially a transaction contemplated under this Agreement (the “**Completion**”, and each date on which a transaction contemplated hereunder is consummated, a “**Completion Date**”) is conditional upon satisfaction of all of the following conditions:
  - (a) the representations and warranties of the Sellers set forth in Sections 4.1 and 4.2 remaining true and correct in all material respects;
  - (b) each of the Sellers having performed and complied in all material respects with all covenants, obligations and agreements required by this Agreement to be performed or complied with by such Party on or prior to the completion;

- (c) all consents, authorizations, approvals, exemptions and waivers required by the Sellers from their respective board of directors or shareholder or any Governmental Authority for the consummation of the transactions contemplated by this Agreement having been obtained and all necessary filings, notifications and other regulatory requirements to which any Seller is subject having been made or satisfied;
- (d) Sellers having delivered a certificate, dated the Completion Date and signed by a director of each Seller, confirming the satisfaction of the conditions set forth in Sections 3.13.1(a) and 3.1 (c) above.
- (e) the passing of resolutions (special resolution or ordinary resolution, as the case may be) by the independent directors or the audit committee of Sellers approving the transactions contemplated by this Agreement.

3.2. Conditions Precedent to the Obligation of the Sellers to Close The obligation of each Seller to consummate the Completion of this Agreement is conditional upon satisfaction of all of the following conditions:

- (a) the representations and warranties of the Purchaser set forth in Sections 4.1 and 4.2 remaining true and correct in all material respects;
- (b) the Purchaser having performed and complied in all material respects with all covenants, obligations and agreements required by this Agreement to be performed or complied with by the Purchaser on or prior to the Completion Date;
- (c) all consents, authorizations, approvals, exemptions and waivers required by the Purchaser from any Governmental Authority for the consummation of the transactions contemplated by this Agreement having been obtained and all necessary filings, notifications and other regulatory requirements to which the Purchaser is subject having been made or satisfied;
- (d) the Purchaser having delivered a certificate, dated the Completion Date and signed by a director of the Purchaser, confirming the satisfaction of the conditions set forth in Sections 3.2(a) and 3.2(c) above by the Purchaser;
- (e) the passing of resolutions (special resolution or ordinary resolution, as the case may be) by the independent directors or the audit committee and the board of directors of the Purchaser approving the transactions contemplated by this Agreement.

3.3. Completion Notice.

- (a) The Sellers shall notify the Purchaser in writing immediately upon the satisfaction of all the conditions in Section 3.1.
- (b) The Purchaser shall notify the Sellers in writing immediately upon the satisfaction of all the conditions in Section 3.2.



3.4. Survival After Termination. If the conditions set forth in Sections 3.1 and 3.2 are not fulfilled by December 25, 2019 or any other date agreed upon in writing by the Parties,

- (a) this Agreement shall become null and void and have no further force or effect, except that any such termination shall be without prejudice to the rights of any Party in respect of any breach of this Agreement prior to such termination; and
- (b) notwithstanding anything in this Agreement to the contrary, the provisions of Section 5 (Confidentiality), 15 (Consent to Specific Performance) and 16 (Governing Law and Submission to Jurisdiction) shall survive any termination of this Agreement.

#### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

4.1. General Representations and Warranties. Each Party represents to the other Parties, unless otherwise specified below, as of the date hereof and as of each Completion Date, as follows:

- (a) Each Party has full power and authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a binding obligation of such Party, enforceable against such Party in accordance with its terms, except to the extent that the enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditor's rights generally, or (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity);
- (b) To the extent applicable, the execution, delivery and performance of this Agreement by such Party, and the consummation by such Party of the transactions contemplated hereby, do not and will not (i) violate, conflict with or result in the breach of any provision of the memorandum and articles of association or similar organizational documents of such Party, or (ii) conflict with or violate, in any material respects, any law, permit or governmental order applicable to such Party; and
- (c) All authorizations required by such Party from any Governmental Authority or, to the extent applicable, from any of its shareholders, board of directors, independent directors/audit committee, or creditors for or in connection with the execution, validity and performance of this Agreement have been obtained (or will be obtained prior to such Completion Date) and are (or will be on such Completion Date) in full force and effect.

4.2. Sellers' Specific Representations and Warranties. Sellers represent and warrant to the Purchaser that, except for any Encumbrance arising under the Charter Documents,

- (a) as of the date hereof and as of each Completion Date, the Sellers are the legal and beneficial owner of the Shares free and clear of any Encumbrance.

4.3. Purchaser' Specific Representations and Warranties. The Purchaser represents and warrants to the Sellers, as of the date hereof and as of each Completion Date, that

- (a) the Purchaser has, and as of each Completion Date it shall have, access to the funds necessary to pay the Shares it may and elect to purchase in accordance with the terms and conditions of this Agreement;
- (b) the Purchaser is either (i) an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”) or (ii) not a “U.S. person” within the meaning of Regulation S under the Securities Act;
- (c) the Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Shares, and is capable of bearing the economic risks of such investment, including a complete loss of its investment;
- (d) the Purchaser is acquiring the Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act, and it does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Shares; the Purchaser is not a broker-dealer registered with the SEC under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) or an entity engaged in a business that would require it to be so registered as a broker-dealer;
- (e) the Purchaser was not identified or contacted through the marketing of the transactions contemplated by this Agreement, and it did not contact the Sellers as a result of any general solicitation or directed selling efforts, and the transactions contemplated hereunder was not solicited by or through anyone other than the Sellers;
- (f) the Purchaser has been advised and acknowledges that in effecting the transactions contemplated hereunder, the Sellers are relying upon the exemption from registration provided by Regulation S under the Securities Act, and the Purchaser is acquiring the Shares in offshore transaction(s) executed in reliance upon the exemption from registration provided by Regulation S under the Securities Act;
- (g) the Purchaser acknowledges that the Shares are “restricted securities” that have not been registered under the Securities Act or any applicable state securities Law, and the Purchaser further acknowledges that, absent an effective registration under the Securities Act, the Shares may only be offered, sold or otherwise transferred (i) to Sellers, (ii) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (iii) pursuant to an exemption from registration under the Securities Act;
- (h) neither the Purchaser nor any of its affiliates is a party to any agreement, arrangement or understanding with any Person that would give rise to any valid right, interest or claim against or upon the Sellers or the Purchaser for any brokerage commission, finder’s fee or other similar compensation, as a result of the transactions contemplated hereunder.

## **5. CONFIDENTIALITY**

- 5.1. Each Party undertakes that as from the date of this Agreement it will not, and will procure that its subsidiaries will not, in each case save as required by law or any rule of the Stock Exchange, make any announcement in connection with this Agreement unless the other Parties have given their consent to such announcement (which consent may not be unreasonably withheld and may be given either generally or in a specific case or cases and may be subject to conditions), provided that the restrictions contained in this Section 5 shall not apply so as to prevent any Party from making any disclosure required by law or by the Stock Exchange or the SEC or any supervisory or regulatory or Governmental Authority to which the such Party is subject so long as the Party(ies) concerned shall, if practicable, supply an advance copy of the required disclosure to the other Parties and incorporate any additions or amendments reasonably requested by them.
- 5.2. Each Party undertakes to the other Parties that it will not, at any time after the date of this Agreement, divulge or communicate to any Person any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Company which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters provided that the obligations of this Section 5.2 shall not apply to:
- (a) the disclosure of the confidential information which the relevant Party(ies) can reasonably demonstrate is in the public domain through no fault of its own;
  - (b) the disclosure of the confidential information where the disclosure is required by law, pursuant to a court order or by any Governmental Authority, provided, however, that each Party concerned shall, if practicable, supply an advance copy of the required disclosure to the other Party(ies) and incorporate any additions or amendments reasonably requested by them;
  - (c) the disclosure of the confidential information in confidence to any professional adviser or lender by any Party for the purposes of obtaining advice or assistance in connection with its obligations or rights or in connection with the obtaining of financing in connection with the transactions contemplated by this Agreement; or
  - (d) the disclosure of the confidential information in confidence to or by any adviser to any of the Parties for the purposes of giving or obtaining advice or acting on behalf of such Party in connection with a matter where disclosure of information is permitted pursuant to the provisions hereof.

## **6. NOTICES**

- 6.1. Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to each relevant Party at its address or fax number set out below (or such other address or fax number as the addressee has by 5 (five) days' prior written notice specified to the other Party(ies)).

6.2. Any notice, demand or other communication so addressed to the relevant Party(ies) shall be deemed to have been delivered, (a) if delivered in person or by messenger, when proof of delivery is obtained by each delivering Party; (b) if sent by post within the same country, on the third day following posting, and if sent by post to another country, on the seventh day following posting; and (c) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch.

6.3. The address and facsimile number for each Party for the purposes of this Agreement are:

If to Seller 1: Next Decade Technology Limited.  
上海东新区明258弄1号3901室  
Fax number: (8621) 5047 1513  
Attention: Ms. Jing Cao

If to Seller 2: Media Partner Investments Limited  
上海东新区明258弄1号3901室  
Fax number: (8621) 5047 1513  
Attention: Ms. Jing Cao

If to the Purchaser:

Address: Tower A, Beijing Fang Xiang,  
No.20, Guo Gong Zhuang Middle Street,  
Fengtai District, Beijing, China 100070

Fax number: (8610)56318000

Attention: Dr. Hua Lei

## 7. INDEMNITY

The Purchaser and the Sellers shall respectively indemnify and hold harmless each other, their Affiliates and any of their respective representatives, agents, directors, officers, shareholders and employees from and against all Losses which arise from any breach by any Party of any of their representations, warranties, undertakings and covenants under this Agreement.

## 8. FURTHER ASSURANCES

The Parties hereby agree that at any time or from time to time after the execution of this Agreement and the Completion, respectively, each Party shall take such actions and execute and deliver such documents as shall be reasonably necessary to effectuate the purposes of this Agreement.

**9. AMENDMENTS**

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

**10. WAIVERS**

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party(ies) waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

**11. ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement among the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

**12. SEVERABILITY**

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of this Agreement as remain not so deleted.

**13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts including counterparts transmitted by telecopier or facsimile or other electronic means, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

**14. ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. No Party may assign its rights or obligations under this Agreement without the prior written consent of each other Party.

**15. CONSENT TO SPECIFIC PERFORMANCE**

The Parties declare that it is impossible to measure in monetary terms the damages that would be suffered by a party by reason of the failure by any other Party to perform any of the obligations hereunder. Therefore, if any Party shall institute any action or proceeding to enforce the provisions hereof, any Party against whom such action or proceeding is brought hereby waives any claim or defense therein that the other Party has an adequate remedy at law.

**16. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by, and construed in accordance with, the laws of Cayman Island, without regard to the principles of conflicts of law of any jurisdiction.

*[Signature Page To Follow]*

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

**NEXT DECADE TECHNOLOGY LIMITED.**

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

**MEDIA PARTNER INVESTMENTS LIMITED**

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

**FANG HOLDINGS LIMITED**

By: /s/ Hua Lei  
Name: Hua Lei  
Title: CIO

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