

**THIS SHARE REPURCHASE AGREEMENT (“This Agreement”)** is made on this 6th day of February 2017

**BETWEEN:**

- (1) **Consun Pharmaceutical Group Limited**, a company incorporated and validly existing under the laws of Cayman Islands, the shares of which are listed on the main board of the Stock Exchange, with its registered office at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman KY 1-1108, Cayman Islands (the “**Listco**”); and
- (2) **First Kind International Limited**, a company incorporated under the laws of the British Virgin Islands with the company number 1416340, whose registered address is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the “**Shareholder**”).

(The Listco and the Shareholder are each hereinafter also referred to as a “**Party**” and, collectively, as “**Parties**”.)

**WHEREAS:**

- (A) As at the date hereof, the Shareholder is the legal and beneficial owner of 186,750,000 Shares (as defined below).
- (B) The Listco is incorporated in Cayman Islands with an authorised share capital of HK\$500,000,000 divided into 5,000,000,000 Shares, of which 974,268,000 Shares have been issued and are fully paid as at the date of this Agreement and all of which are listed on the main board of the Stock Exchange (as defined below) (stock code: 01681).
- (C) The Listco agrees to repurchase and the Shareholder agrees to sell the Repurchase Shares (as defined below) and together with all rights attaching thereto, in reliance upon (among other things) the representations and warranties as set out in this Agreement and on the terms of and subject to the conditions as set out in this Agreement.

**IT IS AGREED as follows:**

**1. Definitions and Interpretation**

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

<b>“Articles”</b>	the amended and restated memorandum and articles of association of the Listco as adopted on December 2, 2013 and effective on December 19, 2013;
<b>“Acting in concert”</b>	has the meaning ascribed to it under the Takeovers Code;
<b>“Business Day(s)”</b>	a day on which banks in Hong Kong are open for normal banking business throughout their normal business hours (excluding Saturdays, Sundays, public holidays or a day on which typhoon signal no.8 or above or a black rainstorm warning is hoisted in Hong Kong);
<b>“CCASS”</b>	the Central Clearing and Settlement System established and operated by HKSCC;
<b>“Completion”</b>	completion of the sale and purchase of the Repurchase Shares as specified in Clause 5;
<b>“Completion Date”</b>	a day before the Long Stop Date after all the Conditions have been fulfilled in accordance with Clause 4.3 as the Parties may agree in writing;
<b>“Conditions”</b>	the conditions specified in Clause 4.1;
<b>“Concerted Group”</b>	parties Acting in concert or parties presumed Acting in concert with the Shareholder within the definition under the Takeovers Code, including, Mr. AN Yubao (安郁寶), Central Success Developments Limited, Ms. LI Qian (黎倩), Double Grace International Limited, Mr. YOUNG Wai Po, Peter (楊惠波) and Guido Limited;
<b>“Consideration”</b>	the total consideration for the Repurchase Shares being the sum specified in Clause 3.1;
<b>“Encumbrances”</b>	any mortgage, charge, pledge, lien,

	equities, hypothecation or other encumbrance, priority of security interest, or title retention whatsoever over or in any assets or rights of whatsoever nature and includes any agreement for any of the same;
<b>“Executive”</b>	as defined in the Takeovers Code;
<b>“HKSCC”</b>	the Hong Kong Securities Clearing Company Limited;
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Independent Shareholder(s)”</b>	shareholders of the Listco other than (i) any member of the Concerted Group; (ii) the Shareholder; and (iii) the shareholders of the Listco who are involved in, or interested in, the Share Repurchase or the Whitewasher Waiver;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange;
<b>“Long Stop Date”</b>	30 June 2017 (or such other date to be agreed by the Parties in writing);
<b>“Repurchase Code”</b>	the Hong Kong Code on Share Buy-backs;
<b>“Repurchase Shares”</b>	146,140,200 Shares legally and beneficially owned by the Shareholder to be transferred to the Listco at Completion for cancellation pursuant to the terms hereof, the Articles and applicable laws;
<b>“SFC”</b>	The Securities and Futures Commission of Hong Kong;
<b>“SFO”</b>	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time);
<b>“Shares”</b>	ordinary shares of HK\$0.10 each in the

share capital of the Listco (and each a “Share”);

**“Share Repurchase”**

the repurchase of the Repurchase Shares by the Listco from the Shareholder pursuant to the terms and conditions of this Agreement, which constitutes an off-market share repurchase by the Listco pursuant to Rule 2 of the Repurchase Code, and the subsequent cancellation of the Repurchase Shares pursuant to the terms hereof, the Articles and applicable laws;

**“Stock Exchange”**

The Stock Exchange of Hong Kong Limited;

**“Takeovers Code”**

the Hong Kong Code on Takeovers and Mergers;

**“Whitewash Waiver”**

a waiver of the obligation of the Concerted Group to make a mandatory offer for all the issued Shares not already owned or agreed to be acquired by the Concerted Group which may otherwise arise as a result of the deemed acquisition in voting rights caused by the Share Repurchase to be made to the Executive pursuant to Note 1 to the Notes on Dispensations from Rule 26 of the Takeovers Code; and

**“%”**

per cent.

- 1.2 Any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.
- 1.3 References in this Agreement to Recitals and Clauses are to recitals and clauses in this Agreement (unless the context otherwise requires). The Recitals to this Agreement shall be deemed to form part of this Agreement.

- 1.4 Headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.5 The expressions the “**Listco**” and the “**Shareholder**” shall, where the context permits, include their respective personal representatives, successors and assigns.
- 1.6 References to “**persons**” shall include bodies corporate, unincorporated associations and partnerships (whether or not having separate legal personality).
- 1.7 References to writing shall include any methods of producing or reproducing words in a legible and non-transitory form.
- 1.8 The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- 1.9 In construing this Agreement:
  - 1.9.1 the rule known as the ejusdem generis rule shall not apply and, accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
  - 1.9.2 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

## **2. Repurchase Shares**

- 2.1 Subject to the terms and conditions of this Agreement, at Completion, the Shareholder shall sell as the legal and beneficial owner, and the Listco shall repurchase, the Repurchase Shares for the Consideration free from all Encumbrances and together with all rights now or hereafter attaching to them, including all rights to any dividend or other distribution declared, made or paid in respect of the Repurchase Shares on or after Completion.

## **3. Consideration**

- 3.1 The total consideration for the Repurchase Shares shall be HK\$560,739,947.40, equivalent to HK\$3.837 per Repurchase Share, payable in accordance with Clause 3.2 by the Listco to the Shareholder.
- 3.2 Subject to Clause 4, the Listco shall pay the Consideration to the Shareholder on the Completion Date in accordance with Clause 5.3 to a bank account in Hong Kong to be designated by the Shareholder, where details of the bank account shall be notified by the Shareholder to the Listco in writing three (3) Business Days before the Completion Date.

3.3 The payment of the Consideration by the Listco in accordance with Clause 3.2 shall constitute a complete discharge of the obligations of the Listco for payment of the Consideration for the Repurchase Shares hereunder.

#### **4. Conditions Precedent**

4.1 Without prejudice to other clauses herein, Completion is conditional upon the following Conditions having been fulfilled or waived:

4.1.1 the Executive having granted and not having withdrawn (i) the Whitewash Waiver; and (ii) the approval of Share Repurchase under Rule 2 of the Repurchase Code;

4.1.2 the passing of the resolution(s) at an extraordinary general meeting of the Listco by at least three-fourths of the Independent Shareholders of the votes cast on a poll approving the Share Repurchase;

4.1.3 the passing of the resolution(s) at an extraordinary general meeting by a simple majority of the Independent Shareholders of votes cast on a poll approving the Whitewash Waiver; and

4.1.4 the Listco having complied with the applicable provisions of the Listing Rules, including those under Chapter 14A, the disclosure requirements and the requirement to obtain independent shareholders' approval in relation to the Share Repurchase.

4.2 The Listco shall use its best endeavours to procure the fulfilment prior to the Long Stop Date of the Conditions 4.1.1 to 4.1.4.

4.3 Save as otherwise expressly provided herein, if the Conditions shall not have been fulfilled by the Long Stop Date, this Agreement and everything herein contained shall become null and void and of no effect, except Clauses 1, 8, 9.1, 10, 11, 12 and 13 which shall remain in full force and effect, subject to any liability of any of the Listco or the Shareholder in respect of any antecedent breach of this Agreement.

4.4 In the event that the Listco shall give notice in writing of satisfaction of any of the Conditions specified in Clause 4.1, such notice shall not imply that the Listco is not relying on the warranties and undertakings of the Shareholder specified in clause 6 but rather only that it is prepared, in reliance upon the warranties and undertakings of the Shareholder specified in clause 6 and such comfort, if any, as it has taken from its investigations, to proceed with the transaction contemplated under this Agreement.

#### **5. Completion**

5.1 Subject to the fulfilment or waiver of the Conditions, Completion shall take

place at 5 p.m. on the Completion Date at the office of the Listco (or at such other date and/or place as the Listco and the Shareholder may agree in writing) when all (but not some only) of the events described in this Clause 5 shall occur or by such other way as the Listco and the Shareholder may agree in writing in lieu of that described in this Clause 5.

5.2 At Completion, the Shareholder shall:

5.2.1 deliver to the Listco a duly executed instruments of transfer and sold notes in respect of all of the Repurchase Shares in favour of the Listco, and such consents (if any) as the Listco may require to be signed by the Shareholder to complete the Share Repurchase;

5.2.2 deliver to the Listco the original share certificate which represents the Repurchase Shares registered in the name of the Shareholder;

5.2.3 deliver to the Listco the Shareholder's share of the estimated stamp duty payable in relation to the transfer of the Repurchase Shares by wire transfer in immediately available funds to an account designated by the Listco at least two Business Days prior to the Completion Date, provided that this payment obligation of the Shareholder may be satisfied, at the election of the Shareholder, by the reduction of the Consideration payable under Clause 3.1 by the amount of such stamp duty; and

5.2.4 deliver to the Listco a copy, certified as true and complete by a director of the Shareholder, of the resolutions of its board of directors authorising the entry into and the execution of this Agreement and approving all matters contemplated by this Agreement.

5.3 At the Completion, the Listco shall:

5.3.1 pay the Consideration to the Shareholder by wire transfer in immediately available funds to an account designated by the Shareholder at least two Business Days prior to the Completion Date, provided that this payment obligation of the Listco may be satisfied in part, at the election of the Shareholder, by the amount the stamp duty in respect of the Repurchase Shares payable by the Shareholder under Clause 5.2.3;

5.3.2 deliver to the Shareholder duly executed bought notes in respect of the Repurchase Shares in favour of the Shareholder; and

5.3.3 deliver to the Shareholder a copies, certified as true and complete by a director of the Listco, of (i) the resolutions of its board of directors authorising the entry into and the execution of this Agreement and the Share Repurchase and approving all matters contemplated by this Agreement; and (ii) the resolutions of its shareholders as set out in Clauses 4.1.2 to 4.1.4.

5.4 The Shareholder and the Listco shall use its best endeavours to complete

each of its obligations in Clauses 5.2 and 5.3, respectively. Neither the Shareholder nor the Listco shall be obliged to complete this Agreement unless each of the Shareholder and the Listco complies with the respective requirements of Clauses 5.2 and 5.3.

- 5.5 Upon Completion and fulfilment of the Shareholder's obligation under Clause 5.2.3, the Listco shall arrange and procure the payment of the stamp duty or other tax (if any) as necessary for the transactions contemplated under this Agreement in accordance with the relevant legal requirements.
- 5.6 Upon Completion, the Listco shall take appropriate steps pursuant to the Articles, the Repurchase Code, the Listing Rules and the applicable laws to cancel the Repurchase Shares.
- 5.7 If for any reason the provisions of Clause 5.2 or 5.3 (as the case may be) is not fully complied with, the non-defaulting Party shall not be obliged to complete the Share Repurchase and shall be entitled (in addition to and without prejudice to any other right or remedy available to it, including the right to claim damages) to elect:
  - 5.7.1 to rescind this Agreement, without liability on the part of the non-defaulting Party;
  - 5.7.2 to proceed to complete the sale of the Repurchase Shares or some of the Repurchase Shares (at the non-defaulting Party's option) in which case the defaulting Party shall be bound to complete the repurchase of all or part of the Repurchase Shares accordingly;
  - 5.7.3 to defer the date for Completion (in which case the provisions of this Clause 5 shall apply to Completion as so deferred); or
  - 5.7.4 to proceed to Completion so far as practicable without prejudice to its rights under this Agreement, the defaulting Party then being obliged to use its best endeavours to perform or procure the performance of any of the outstanding provisions of Clause 5.2 or 5.3 (as the case may be) on or before such date as is specified by the non-defaulting Party.

## **6. Representations and Warranties of the Shareholder**

- 6.1 The Shareholder represents and warrants to the Listco as follows as of the date hereof and as of the Completion Date:
  - 6.1.1 The Shareholder has full capacity, power and authority to execute and deliver this Agreement. No consent or approval of any person, entity, or authority is required as a condition to the validity or enforceability of this Agreement or, if required, the same has been duly obtained.
  - 6.1.2 This Agreement has been duly and properly executed and delivered by the Shareholder, constitutes the valid and legally binding obligation of the Shareholder, and is fully enforceable against the Shareholder in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, moratorium, insolvency, reorganization, conservatorship, and other similar debt or relief laws of general



application, now or hereafter in effect pertaining to the rights of creditors or affecting the enforceability of creditors' rights in general, (ii) the power of courts to award damages in lieu of granting equitable remedies, and (iii) the effect of rules and laws governing specific performance, injunctive relief and other equitable remedies.

6.1.3 There is no provision of law or order of court binding on the Shareholder or affecting any of the Repurchase Shares, which would conflict with or in any way prevent the execution and delivery or performance of the terms of this Agreement, or which would be in default or violated as a result of such execution and delivery or performance.

6.1.4 The Shareholder is the sole and beneficial owner of the Repurchase Shares. The Shareholder has good title to the Repurchase Shares free from any Encumbrances. The Shareholder has not created any Encumbrance over or affecting the Repurchase Shares and no such Encumbrance is existing, nor is there any commitment to give or create such an Encumbrance, and no person has claimed to be entitled to such an Encumbrance.

6.1.5 The information in relation to the Shareholder, its shareholders and ultimate beneficial owners (the "**Shareholder's Information**") as disclosed in the announcement and circular of Listco to be published on the website of the Stock Exchange in relation to, among others, the transactions contemplated under this Agreement is and will be true, correct and accurate in all material respects. No event or circumstance has occurred or arisen and no information has been omitted, given or withheld by the Shareholder that results in the Shareholder's Information being untrue in any material respect.

## **7. Representations and Warranties of the Listco**

7.1 The Listco represents and warrants to the Shareholder as follows as of the date hereof and as of the Completion Date:

7.1.1 The Listco has full corporate power and authority to execute and deliver this Agreement and to repurchase the Repurchase Shares, which has been duly authorized by all proper and necessary corporate action. Subject to Clauses 4.1.1 to 4.1.4, no consent or approval of the shareholders of the Listco or of any person, entity, public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or, if required, the same has been duly obtained.

7.1.2 This Agreement has been duly and properly executed and delivered by the Listco, constitutes the valid and legally binding obligation of the Listco, and is fully enforceable against the Listco in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, moratorium, insolvency, conservatorship, and other similar

debt or relief laws of general application, now or hereafter in effect pertaining to the rights of creditors or affecting the enforceability of creditors' rights in general, (ii) the power of courts to award damages in lieu of granting equitable remedies, and (iii) the effect of rules and laws governing specific performance, injunctive relief and other equitable remedies.

## **8. Confidentiality of Information**

- 8.1 Each of the Parties undertakes with the other Party that it shall treat as strictly confidential all information received or obtained by it or its employees, agents or advisers as a result of entering into or performing this Agreement including information relating to the provisions of this Agreement, the negotiations leading up to this Agreement, the subject matter of this Agreement or information in relation to the Shareholder and the Listco obtained by it pursuant to this Agreement and subject to the provisions of Clause 8.2 that it will not at any time hereafter make use of or disclose or divulge to any person any such information and shall use its best endeavours to prevent the publication or disclosure of any such information.
- 8.2 The restrictions contained in Clause 8.1 shall not apply so as to prevent each Party from making any disclosure required by law or by any securities exchange or supervisory or regulatory or governmental body pursuant to rules to which each parties is subject or from making any disclosure to any professional adviser for the purposes of obtaining advice (provided always that the provisions of this Clause 8 shall apply to and each parties shall procure that they apply to and are observed in relation to, the use or disclosure by such professional adviser of the information provided to them) nor shall the restrictions apply in respect of any information which comes into the public domain otherwise than by a breach of this Clause 8 by each Party.

## **9. Costs**

- 9.1 Each of the Shareholder and the Listco shall pay its own costs and expenses (including but not limited to legal fees and independent professional party fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.
- 9.2 All stamp duty (if any) payable in respect of the sale and purchase of the Repurchase Shares shall be borne by the Listco and the Shareholder in equal share.

## **10. General**

- 10.1 This Agreement shall be binding upon and enure for the benefit of the estates, personal representatives or successors of the Parties.
- 10.2 This Agreement constitutes the whole agreement amongst the Parties and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. It is expressly declared that no variations hereof shall be effective unless made in writing signed by duly authorised representatives of each of the Parties.
- 10.3 If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.
- 10.4 Any right of rescission conferred upon the Parties hereby shall be in addition to and without prejudice to all other rights and remedies available to the relevant Party (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the relevant Party may be entitled in respect of the breach of this Agreement) and no exercise or failure to exercise such a right of rescission shall constitute a waiver by the relevant Party of any such other right or remedy.
- 10.5 None of the rights of the Parties under this Agreement may be assigned or transferred.
- 10.6 No failure of the Listco or the Shareholder (as the case may be) to exercise, and no delay or forbearance in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.
- 10.7 This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument.
- 10.8 Time shall be of the essence of this Agreement both as regards any dates, times and periods mentioned and as regards any dates, times and periods which may be substituted for them in accordance with this Agreement or by agreement in writing.

## **11. Notices**

- 11.1 Any notice required to be given by any Party shall be deemed validly served by hand delivery or by prepaid registered letter sent through the post (airmail if to an overseas address) or by facsimile transmission to its address or fax number given herein or such other address or fax

number as may from time to time be notified for this purpose and any notice served by hand shall be deemed to have been served on delivery, any notice served or by facsimile transmission shall be deemed to have been served when sent and any notice served by prepaid registered letter shall be deemed to have been served 48 hours (72 hours in the case of a letter sent by airmail to an address in another country) after the time at which it was posted and in proving service it shall be sufficient (in the case of service by hand and prepaid registered letter) to prove that the notice was properly addressed and delivered or posted, as the case may be, and in the case of service by facsimile transmission to prove that the transmission was confirmed as sent by the originating machine.

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

To the Listco: **Consun Pharmaceutical Group Limited**  
Address: 22nd Floor, World-Wide House,  
19 Des Voeux Road Central, Hong Kong  
Attn: Esmond Yau  
Fax Number: 2501-0028

To the Shareholder: **First Kind International Limited**  
Address: Kingston Chambers, PO Box 173,  
Road Town, Tortola, British Virgin Islands  
Attn: LIN SHENG  
Fax Number: +852 39619799

## 12. Process Agents

- 12.1 The Shareholder irrevocably appoints the person set out below as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment, notice or other legal process in Hong Kong, service upon whom shall be deemed completed whether or not such service of process is forwarded to the Shareholder by its agent or received by it:

Agent : Hony Capital Limited

Address: Suite 2701, One Exchange Square, 8 Connaught Place,  
Central, Hong Kong

- 12.2 If a process agent appointed by the Shareholder pursuant to Clause 12.1 ceases to be able to act as such or to have an address in Hong Kong, the Shareholder shall appoint a new process agent which shall have an address in Hong Kong, and to deliver to the Listco, before the expiry of fourteen (14) days from the date on which such process agent ceases to be able to act as

such or to have an address in Hong Kong, a copy of the written acceptance of appointment by that new process agent.

### **13. Governing Law and Dispute Resolutions**

- 13.1 This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 13.2 Any dispute arising out of or in relation to this Agreement or the transactions contemplated by this Agreement shall be finally settled by arbitration to be administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with UNCITRAL Arbitration Rules and the HKIAC Procedures for Arbitration in force as at the date of this Agreement and such rules and procedures shall, with necessary modifications, constitute part of the terms of this Agreement. The place of arbitration shall be Hong Kong. Arbitration proceedings shall be conclusive, final and binding on the Parties hereto. There shall be three arbitrators. One arbitrator shall be nominated by the Listco and one arbitrator shall be nominated by the Shareholder and the third arbitrator shall be agreed by the two nominated arbitrators upon consultation with the Parties, . The language to be used in the arbitral proceedings shall be English. Hong Kong law shall apply to all arbitration proceedings to settle the disputes arising from this Agreement pursuant to this Clause 13 unless the Hong Kong laws provide otherwise. The arbitrators shall have the power to grant any remedy or relief that they deem appropriate, including injunctive relief, whether interim or final, and any provisional measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction. The arbitrators are not empowered, however, to act ex aequo et bono or as amiable compositeurs.
- 13.3 Subject to any order of the arbitral tribunal, each Party shall bear all costs and expenses, including attorneys’ fees, incurred by it in connection with any arbitration under this Clause 13. Judgment upon any award rendered by the arbitrators may be entered in and enforced by any court of competent jurisdiction.
- 13.4 Except as may be required by applicable law, the Parties agree to maintain confidentiality as to all aspects of any arbitration, including its existence and results, except that nothing herein shall prevent either the claimant(s) or the respondent(s) from disclosing information regarding such arbitration for purposes of proceedings to enforce this Clause 13 or to enforce the award or for purposes of seeking provisional remedies from a court of competent jurisdiction or to seek to set aside the award. The Parties further agree to obtain the arbitrators’ agreement to preserve the confidentiality of any arbitration.

***[The remainder of this page is intentionally left blank.]***



IN WITNESS WHEREOF the undersigned has executed this Agreement on the date appearing at the head hereof

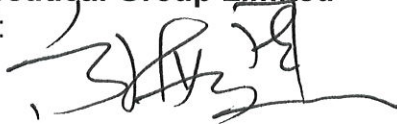
SIGNED by \_\_\_\_\_, director )  
for and on behalf of )  
**Consun Pharmaceutical Group Limited** )  
in the presence of: )

SIGNED by *Lip Tin*, director )  
for and on behalf of )  
**First Kind International Limited** )  
in the presence of: *SON ZI* )  
*Guo Fa*

A large, stylized handwritten signature in black ink, consisting of several sweeping, connected strokes.

IN WITNESS WHEREOF the undersigned has executed this Agreement on the date appearing at the head hereof

SIGNED by Mr. AN Yubao , director )  
for and on behalf of )  
**Consun Pharmaceutical Group Limited** )  
in the presence of: )



SIGNED by , director )  
for and on behalf of )  
**First Kind International Limited** )  
in the presence of: )