

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into this 31st day of August, 2015 (the “Effective Date”), by and between Plaintiffs, Obasi Investment Limited, Jingli (Jude) Shao, Robin Joachim Dartell, Lixin Wu, and Jason Helton (collectively, the “Obasi Group” and the “Lead Plaintiffs”), on behalf of themselves and the Settlement Class, as defined below, and Bruce E. Robinson, Chapter 7 Trustee (the “Trustee”), on behalf of the Estate Anderson & Strudwick, Inc. (“A&S or the Debtor” and collectively with the Plaintiffs and the Trustee, the “Parties”).

I. SECURITIES CLASS ACTION ADVERSARY PROCEEDING AND PLAINTIFFS’ CLAIMS

A. WHEREAS, in January, 2011, the Debtor served as the sole underwriter for an initial public offering for a Chinese company, Tibet Pharmaceuticals, Inc. (“Tibet”). The Debtor sold approximately \$16.5 million of Tibet’s common stock to investors. After the IPO, the value of Tibet’s stock dropped to zero and its investors suffered a complete loss of their investment.

B. WHEREAS, the Lead Plaintiffs and others in the Settlement Class purchased shares of Tibet stock in connection with the Tibet IPO.

C. WHEREAS, a class action complaint styled *Dartell v. Tibet Pharmaceuticals, Inc., et. al.*, was filed in the District Court of the District of the Virgin Islands on August 31, 2012 (“Securities Class Action Litigation”).

D. WHEREAS, on February 27, 2013, the District Court of the District of the Virginia Islands appointed the Obasi Group as Lead Plaintiffs and appointed Rosen Law Firm, P.A., as Lead Counsel in the Securities Class Action Litigation.

E. WHEREAS, the Securities Class Action Plaintiffs filed a Consolidated Amended Class Action Complaint on May 1, 2013.

F. WHEREAS, the Securities Class Action Litigation is a federal securities action on behalf of all persons, other than defendants, who purchased common stock in Tibet from January 24, 2011 to April 3, 2012. The Securities Class Action Litigation was brought against Tibet, its officers and directors, A&S, Sterne Agee Group, Inc., L. McCarthy Downs, and Hayden Zou, and Acquavella, Chiarelli, Shuster, Berkower & Co., LLP. The Securities Class Action Litigation alleges violations of Sections 11, 12, and 15 of the Securities Act of 1933 (“Securities Act”). The Securities Class Action alleges that Tibet solicited investors for its IPO and that Tibet’s IPO registration statement (“Registration Statement”) and preliminary prospectus filed with the SEC contained materially false statements because, among other reasons, Tibet was insolvent at the time of the IPO. Specifically, as to A&S, the Securities Class Action Litigation alleges that A&S as underwriter of the Tibet IPO offered and sold Tibet’s securities and is liable for damages resulting from the materially false and misleading financial statements contained in the Registration Statement. The Securities Class Action Litigation further alleges that Sterne Agee Group, Inc. is the successor-in-interest to A&S and is liable for A&S’s debts as the underwriter in the IPO.

G. WHEREAS, on June 6, 2014, upon the parties’ request, the Securities Class Action Litigation was transferred to the District Court of New Jersey and is currently pending in that court.

H. WHEREAS, on May 15, 2014, L. McCarthy Downs filed an involuntary petition against A&S under chapter 7 of the Bankruptcy Code beginning A&S’s underlying bankruptcy case (the “Petition Date”) (Case No. 14-32679). The Bankruptcy Court entered the order for relief on June 13, 2014 (the “Order for Relief”). On June 17, 2014, the Trustee was appointed chapter 7 trustee and he continues to serve in that capacity.

I. WHEREAS, on December 9, 2014, the Counsel for the Securities Class Action plaintiffs, on behalf of the putative class in the Securities Class Action Litigation, filed a proof of claim in the bankruptcy case (Claim No. 4) in the amount of \$21,591,945.21 seeking reimbursement from the Debtor's Estate for claims the putative class had against the Debtor related to the Tibet IPO and the Securities Class Action Litigation (the "Securities Class Action Proof of Claim").

J. WHEREAS, the proceedings in the Securities Class Action Litigation are stayed as to the Debtor pursuant to the automatic stay in 11 U.S.C. § 362.

K. WHEREAS, on July 10, 2015, the Lead Plaintiffs filed an Adversary Proceeding in the United States Bankruptcy Court for the Eastern District of Virginia (the "Court") against the Trustee and the Debtor (collectively, the "Defendants") (Ad. Pro. No. 15-03384-KLP) (the "Securities Class Action Adversary Proceeding"). The Securities Class Action Adversary Proceeding makes the same allegations regarding the Tibet IPO as the Securities Class Action Litigation; however, the Securities Class Action Adversary Proceeding's claims are only against the Debtor as the underwriter to the Tibet IPO. Specifically, it alleges that the Debtor violated federal securities laws under the Securities Act by issuing a false and misleading initial public offering prospectus that misrepresented Tibet as financially sound and profitable company.

L. WHEREAS, on July 16, 2015, the Plaintiffs filed their Motion for Class Certification and to Appoint Class Counsel and Memorandum in Support in the Securities Class Action Adversary Proceeding.

M. WHEREAS, on August 10, 2015, counsel for the plaintiffs filed a certification of no objection regarding the Plaintiffs' Motion for Class Certification and to Appoint Class Counsel.

N. WHEREAS, in recognition of the attendant risks and costs of Securities Class Action Adversary Proceeding and the benefits of resolving the Securities Class Action Adversary Proceeding, the Parties hereto desire to settle and resolve any and all actual or potential claims by, between, or among Lead Plaintiffs and Settlement Class Members, on the one hand, and the Debtor, the Trustee and the Released Parties, on the other hand, arising out of or relating to the subject matter of the Securities Class Action Adversary Proceeding.

O. WHEREAS, the Parties to this Agreement agree that the Securities Class Action Adversary Proceeding is being voluntarily settled after advice of counsel and that the terms of the Agreement, are fair, adequate, reasonable, and in the best interest of the Debtor's Estate, and that this Agreement shall not be construed as or be deemed to be a concession by Lead Plaintiffs of any infirmity in the claims asserted in the Securities Class Action Adversary Proceeding or a concession by any Defendant as to the merit of the claims asserted in the Securities Class Action Adversary Proceeding;

P. WHEREAS, the Settling Parties wish to settle and compromise any dispute regarding the Securities Class Action Adversary Proceeding or its subject matter;

Q. WHEREAS, Lead Plaintiffs' Counsel has conducted an investigation relating to the claims and the underlying events and transactions alleged in the Securities Class Action Adversary Proceeding, and Lead Plaintiffs' Counsel has analyzed the facts and the applicable law with respect to the claims of the Lead Plaintiffs against the Defendants and the potential defenses thereto, which in the Lead Plaintiffs' judgment have provided an adequate and satisfactory basis for the evaluation of an agreement to settle, as described herein;

R. WHEREAS, the Trustee has also conducted an investigation relating to the claims and the underlying events and transactions alleged in the Securities Class Action Adversary

Proceeding, and the Trustee has analyzed the facts, the Debtor's applicable defenses and the applicable law with respect to the claims of the Lead Plaintiffs, which in the Trustee's judgment have provided an adequate and satisfactory basis for the agreement to settle, as described herein;

S. WHEREAS, based upon the investigation conducted by Lead Plaintiffs' Counsel, Lead Plaintiffs' Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Lead Plaintiffs, and in their best interests, and Lead Plaintiffs have agreed to settle the claims asserted in the Securities Class Action Adversary Proceeding pursuant to the terms and conditions of this Agreement, after considering: (i) the substantial benefits that Plaintiffs will receive from settlement of the Securities Class Action Adversary Proceeding; (ii) the attendant risks of Securities Class Action Adversary Proceeding; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Agreement;

NOW THEREFORE, without any admission or concession on the part of the Lead Plaintiffs of any lack of merit in the Securities Class Action Adversary Proceeding whatsoever, it is hereby STIPULATED AND AGREED, by and among the Settling Parties, through their respective attorneys, subject to approval of the U.S. Bankruptcy Court pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Rule 23(e) of the Federal Rules of Civil Procedure (made applicable by Rule 7023 of the Federal Rules of Bankruptcy Procedure) and, in consideration of the benefits flowing to the Settling Parties hereto from the Settlement, that any and all claims made, or that could have been made, by Plaintiffs against Defendants in the Securities Class Action Adversary Proceeding shall be compromised, settled, released, and dismissed with prejudice as provided in this Agreement, except as hereafter provided, without costs as to Plaintiffs or Defendants, subject to the approval of the Court, upon and subject to the terms and conditions below.

II. TERMS OF AGREEMENT AND AGREEMENT OF SETTLEMENT

A. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

1. “Allegedly False and Misleading Statements” means all statements that were challenged as misleading by Lead Plaintiffs in the Securities Class Action Adversary Proceeding, including without limitation: (i) the claim that the Registration Statement contained false statements of material fact and omitted material facts about Tibet and its financial condition; (ii) the claim that the Debtor failed to conduct proper due diligence of Tibet prior to issuing the Registration Statement and Prospectus; and (iii) the claim that the Debtor is liable as the offeror and/or solicitor of sales of shares of Tibet.

2. “Attorneys’ Fees and Expenses” means the portion of the Gross Settlement Fund approved by the Court for payment to Lead Plaintiffs’ Counsel, including attorneys’ fees, costs, Securities Class Action Adversary Proceeding expenses, and fees and expenses of experts (excluding Notice and Administration Expenses).

3. “Authorized Class Action Claimant” means any Class Action Claimant (as defined below) whose claim for recovery has been allowed pursuant to the terms of this Agreement or by order of the Court.

4. “Award to Lead and Named Plaintiffs” means any award by the Court to Lead Plaintiffs and/or Named Plaintiffs of reasonable costs and expenses (including lost wages) directly relating to the representation of the Settlement Class pursuant to 15 U.S.C. § 78u-4(a)(4), but does not include Attorneys’ Fees and Expenses or Notice and Administration Expenses.

5. “Class Action Claimant” means any Settlement Class Member who files a Class Action Proof of Claim and Release (as defined below) in such form and manner, and within such time, as set forth in this Agreement or as the Court shall prescribe.

6. “Class Action Claims Administrator” means the accounting and claims administration firm, Strategic Claims Services, Inc., which Lead Plaintiffs’ Counsel requests be appointed by the Court to administer the Settlement and disseminate notice to the Settlement Class.

7. “Effective Date” means the date on which this settlement becomes “effective,” when (i) all of the conditions set forth below in paragraph L.1 have been satisfied; and (ii) the Court’s Order and Final Judgment, substantially in the form of Exhibit B hereto, becomes “Final.” The Court’s Order and Final Judgment shall be deemed to be “Final” when either of the following has occurred: (i) if an appeal or review is not sought by any person from the Order and Final Judgment, the day following the expiration of the time to appeal or petition from the Order and Final Judgment; or (ii) if an appeal or review is sought from the Order and Final Judgment, the day after such Order and Final Judgment is affirmed or the appeal or review is dismissed or denied and such Order and Final Judgment is no longer subject to further judicial review.

8. “Escrow Account” means the interest-bearing account selected by the Escrow Agent. The Escrow Account shall be managed by the Escrow Agent for the benefit of Lead Plaintiffs and the Settlement Class until the Effective Date of the Settlement.

9. “Escrow Agent” means the Class Action Claims Administrator or its duly appointed agent(s). The Escrow Agent shall perform the duties as set forth in this Agreement.

10. “Gross Settlement Fund” means the Settlement Amount plus all interest earned thereon.
11. “Lead Plaintiffs” means, Obasi Investment Limited, Jingli (Jude) Shao, Robin Joachim Dartell, Lixin Wu, and Jason Helton (collectively, the “Obasi Group”).
12. “Lead Plaintiffs’ Counsel” means The Rosen Law Firm, P.A.
13. “Named Plaintiffs” means, Obasi Investment Limited, Jingli (Jude) Shao, Robin Joachim Dartell, Lixin Wu, and Jason Helton (collectively, the “Obasi Group”).
14. “Net Settlement Fund” means the Gross Settlement Fund, less: (i) Attorneys’ Fees and Expenses; (ii) Notice and Administration Expenses; (iii) taxes; (iv) any Award to Lead Plaintiffs and/or Named Plaintiffs; and (v) other fees and expenses authorized by the Court.
15. “Notice and Administration Account” means the account to be established from the Gross Settlement Fund and maintained by Lead Plaintiffs’ Counsel. The Notice and Administration Account may be drawn upon by Lead Plaintiffs’ Counsel for Notice and Administration Expenses without further order of the Court.
16. “Notice and Administration Expenses” means all expenses incurred (whether or not paid) in connection with the preparation, printing, mailing, and publication of the notice to the Settlement Class of the proposed settlement, including any costs charged in the delivery or creation of a list of class members, and all expenses of Settlement administration; provided, however, that none of these expenses shall be deemed to include Attorneys’ Fees and Expenses through the Effective Date. All such Notice and Administration Expenses shall be paid from the Gross Settlement Fund.

17. “Order and Final Judgment” means the order and judgment entered by the Court, approving the Settlement and dismissing the Securities Class Action Securities Class Action Adversary Proceeding as against the Debtor and the Trustee with prejudice and without costs to any party.

18. “Person” means any individual, corporation, partnership, limited liability company or partnership, limited partnership, professional corporation, association, affiliate, joint stock company, trust, estate, unincorporated association, government, or any political subdivision or agency thereof, any other type of legal or political entity, any legal representative, and, as applicable, their respective spouses, heirs, predecessors, successors, representatives, and assigns.

19. “Plaintiffs” means the Lead Plaintiffs and the Settlement Class.

20. “Plan of Allocation” means the plan for allocating the Net Settlement Fund (as set forth in the Notice of Pendency and Settlement of Class Action (the “Notice”), attached as Exhibit A-1 to the Order of Preliminary Approval of Settlement) to Authorized Class Action Claimants after payment of Notice and Administration Expenses, Taxes and Tax Expenses, and Attorneys’ Fees and Expenses. Any Plan of Allocation is not part of the Agreement and the Released Parties shall have no liability with respect thereto.

21. “Released Parties” means the Trustee and Debtor, any and all of Debtor’s former officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, trustees, insurers (including each of Defendants’ insurers’ respective businesses, affiliates, subsidiaries, parents and affiliated corporations, divisions, predecessors, shareholders, partners, joint venturers, principals, insurers, reinsurers, successors and assigns, and their respective past, present and future employees, officers, directors, attorneys,

and representatives, if any, and all of them), reinsurers, advisors, , , and the current and former legal representatives of any Defendant, Unserved Defendant, or Defendant Associated Entity but specifically excluding L McCarthy Downs who is currently a Defendant in the Securities Class Action Litigation. For the sake of clarity, L, McCarthy Downs is not a “Released Party” or a “Settling Defendant.” The Settlement does not release Tibet, Hayden Zou, L. McCarthy Downs, Hong Yu, Taylor Z. Guo, Sabrina Y. Ren, Wenbo Chen, Youhang Pen, Solomon Chen, Acquavella, Chiarelli, Shuster, Berkower & Co., LLP, Acquavella, Chiarelli, Shuster & Co., LLP or any other auditor of Tibet.

22. “Securities Class Action Proof of Claim” means the proof of claim that the Lead Plaintiffs’ Counsel filed in the Debtor’s bankruptcy case on behalf of the putative class in the Securities Class Action Litigation in the total amount of \$21,591,945.21, which Claim No. 4 in the Claims Register.

23. “Settled Claims” means any and all claims, debts, demands, liabilities, rights, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether based on federal, state, local, statutory or common law, or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims (as defined below): (i) that have been asserted in the Securities Class Action Adversary Proceeding by the Lead Plaintiffs and/or Settlement Class Members or any of them against any of the Released Parties, including, without limitation, any claim arising out of or relating to the Allegedly False and Misleading Statements or any of the alleged acts, omissions, representations, facts, events,

matters, transactions, or occurrences asserted in or relating to the Securities Class Action Adversary Proceeding, or otherwise alleged, asserted, or contended in the Securities Class Action Adversary Proceeding; or (ii) that relate to the purchase of Tibet securities, including, without limitation, claims for fraud, negligent misrepresentation, or claims based upon or related in any way to the purchase, acquisition, or sale of Tibet securities during the Class Period by the Lead Plaintiffs, Named Plaintiffs, or any Settlement Class Member, that were or might have been asserted on behalf of themselves, their heirs, executors, administrators, successors, and assigns against the Released Parties or any of them. Settled Claims also include any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Securities Class Action Adversary Proceeding against the Released Parties (including Unknown Claims that arise out of, relate to, or are in connection with the Settlement or resolution of the Securities Class Action Adversary Proceeding against the Released Parties), except claims to enforce any of the terms of this Agreement. For the sake of clarity, the Settled Claims do not include any of the Sterne Agee Claims.

24. “Settled Defendants’ Claims” means all claims, demands, rights, remedies, liabilities, and causes of action of every nature and description whatsoever, whether based on federal, state, local, statutory, or common law, or any other law, rule, or regulation, including both known and Unknown Claims, that (i) have been or could have been asserted in the Securities Class Action Adversary Proceeding by the Trustee, on behalf of the Debtor, against any of the Lead Plaintiffs, Settlement Class Members, or any of their attorneys, and (ii) arise out of or relate in any way to the institution, prosecution, or Settlement of this Securities Class Action Adversary Proceeding or the Settled Claims. “Settled Defendant’s Claims” does not include claims to enforce any of the terms of this Agreement or the Sterne Agee Claims.

25. “Settlement Class” and “Settlement Class Members” means, all persons who purchased or otherwise acquired Tibet’s Shares during the period from its initial public offering on January 24, 2011, through and including April 3, 2012, and were damaged by Defendants’ alleged misconduct. Excluded from the Settlement Class are Defendants, and all former officers and directors of Tibet, and such excluded persons’ immediate families, legal representatives, heirs, predecessors, successors, and assigns, and any entity in which any excluded person has or had a controlling interest, Tibet’s predecessors and any persons who have separately filed actions against one or more of Defendants, based in whole or in part on any claim arising out of or relating to any of the alleged acts, omissions, misrepresentations, facts, events, matters, transactions, or occurrences referred to in the Securities Class Action Adversary Proceeding or otherwise alleged, asserted, or contended in the Securities Class Action Adversary Proceeding. Also excluded from the Settlement Class are those persons who file valid and timely requests for exclusion in accordance with the Court’s Order of Preliminary Approval of Settlement (“Preliminary Approval Order”) concerning this Agreement. For the sake of clarity, this definition is not contingent upon court approval of the Plaintiffs’ Motion for Class Certification and to Appoint Class Counsel. To the extent that the Plaintiffs’ Motion for Class Certification is approved and a class is certified, this definition and all references to the Settlement Class herein mean the certified class. To the extent that the Plaintiffs’ Motion for Class Certification is denied or has not been ruled upon at the time of the Preliminary Approval hearing, the Parties conditionally agree, solely for the limited purposes of this Agreement and the creation of a settlement class, that the Securities Class Action Adversary Proceeding shall be certified for class treatment under Rule 23 of the Federal Rules of Civil Procedure (made

applicable by Bankruptcy Rule 7023) and that the stipulated settlement class consists of the persons described in this paragraph.

26. “Settlement Class Distribution Order” means the order entered by the Court, upon application of Lead Plaintiffs’ Counsel following the occurrence of the events identified in paragraph E.13 below, which authorizes the Class Action Claims Administrator to distribute the Net Settlement Fund to the Settlement Class.

27. “Settlement Class Period” means the period from January 24, 2011, to April 3, 2012, inclusive.

28. “Settlement” means the settlement contemplated by this Agreement.

29. “Settlement Amount” means the pro rata share of the Debtor’s Estate that shall be paid on the Securities Class Action Proof of Claim as required by the U.S. Bankruptcy Code and after the payment of Secured Claims, Chapter 7 administrative fees and costs, and any other priority claims.

30. “Settlement Hearing” means the final hearing to be held by the Court to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether all Settled Claims should be dismissed with prejudice; (iii) whether an order approving the Settlement should be entered thereon; (iv) whether the allocation of the Settlement Fund should be approved; and (v) whether the application for an award of Attorneys’ Fees and Expenses and an Award to Lead and Named Plaintiffs should be approved

31. “Settling Parties” means, collectively, the Lead Plaintiffs and Defendants.

32. “Sterne Agee Claims” means any and all claims, demands, rights, remedies, liabilities, and causes of action of every nature and description whatsoever, that A&S and/or the Trustee may have against Sterne Agee Group, Inc., Sterne Agee & Leach, Inc., the

Trust Company of Sterne Agee, Inc., and/or their respective successors and assigns, including, but, not limited to the affirmative defenses and counterclaims the Trustee has asserted in an Adversary Proceeding styled *Sterne Agee Group, Inc., et. al. v. Bruce Robinson, Trustee, et.al.* (A.P. No. 14-03175-KLP). The Parties agree that all claims against Sterne Agee related to any liability as the successor to A&S, including liability arising in the Securities Class Action Litigation, are solely the property of the Debtor's bankruptcy estate, can only be asserted by the Trustee on behalf of the Debtor, and that nothing in this Agreement settles or releases any of the Sterne Agee Claims. The Lead Plaintiffs, Named Plaintiffs and Settlement Class Members further agree not to prosecute or assert any of the Sterne Agee Claims in any litigation, including but not limited to the Securities Class Action Litigation.

33. "Unknown Claims" means (i) any Settled Claim that the Lead Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, provided such claim arises out of or relates to the purchase or sale of Tibet's securities, and (ii) any Settled Defendants' Claims that any Defendant does not know or expect to exist in his, her, or its favor, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Order and Final Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law that is similar,

comparable, or equivalent to Cal. Civ. Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

B. SCOPE AND EFFECT OF SETTLEMENT AND RELEASES

1. The obligations incurred pursuant to this Agreement shall be in full and final disposition of: (i) the Securities Class Action Adversary Proceeding, (ii) any and all Settled Claims as against all Released Parties by the Lead Plaintiffs, Named Plaintiffs, or any Settlement Class Member, on behalf of themselves, their heirs, executors, administrators, successors, and assigns and (iii) any and all Settled Defendants’ Claims as against the Lead Plaintiffs, Named Plaintiffs, the Settlement Class Members, and their attorneys.

2. The Settling Parties may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but pursuant to the Order and Final Judgment, upon the Effective Date of this Settlement, the Settlement Class Members on behalf of themselves, their current and future heirs, executors, administrators, successors, attorneys, insurers, agents, representatives, and assigns, and any person they represent, shall, with respect to each and every Settled Claim, release and forever relinquish and discharge, and shall forever be enjoined from commencing, instituting, prosecuting, or continuing to prosecute all Settled Claims and any and all claims arising out of, relating to, or in connection with the Settlement, the Securities Class Action Adversary Proceeding, or the resolution of the Securities Class Action Adversary Proceeding against the Released Parties, whether or not such Settlement Class Member executes and delivers the Class Action Proof of Claim and Release, except claims to enforce any of the terms of this Agreement. Further, all Settlement Class Members on behalf of themselves, their current and

future heirs, executors, administrators, successors, attorneys, insurers, agents, representatives, and assigns, expressly covenant not to assert, or suggest or assist in the assertion of, any claim or action against any of the Released Parties that: (i) arises out of or relates to the purchase or sale of Tibet's securities, or (ii) that could have been alleged, asserted, or contended in any forum by the Settlement Class Members or any of them against any of the Released Parties, arising out of or relating to the purchase or sale of the Tibet's securities, and shall forever be enjoined from commencing, instituting, or prosecuting, or suggesting or assisting in commencing, instituting, or prosecuting any such claim, so long as such claim relates to the purchase or sale of the Tibet's securities. The Settling Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

3. The Class Action Proof of Claim and Release to be executed by the Settlement Class Members shall release all Settled Claims against the Released Persons and shall be substantially in the form and content contained in Exhibit A-3 to the Preliminary Approval Order attached hereto as Exhibit A.

4. Nothing in this Agreement shall constitute a release of any kind whatsoever of the Sterne Agee Claims. The Settlement Class Members agree that only the Trustee may bring and/or release such claims on behalf of the Debtor's Estate.

5. Pursuant to the Order and Final Judgment, upon the Effective Date of this Settlement, Defendants shall release and forever discharge each and every one of the Settled Defendants' Claims, and shall forever be enjoined from prosecuting the Settled Defendants' Claims as against any of the Lead and Named Plaintiffs, Settlement Class Members, or their attorneys.

C. THE SETTLEMENT CONSIDERATION

1. Subject to the terms of this Agreement, the Securities Class Action Proof of Claim (Claim No. 4-1) shall be deemed an allowed, unsecured claim in the Debtor's bankruptcy case in the total amount of Fourteen Million Dollars (\$14,000,000.00). The Trustee will continue to liquidate the Debtor's estate, and upon conclusion of the Trustee's liquidation, the Securities Class Action Proof of Claim will be treated like all other unsecured creditors pursuant to the United States Bankruptcy Code. The Lead and Named Plaintiffs and Settlement Class Members understand and agree that the Securities Class Action Proof of Claim will be treated as an unsecured claim and paid on a pro rata basis after the Trustee has paid the secured claims, the Chapter 7 administrative fees and costs (which includes all approved payments to the Trustee's counsel), and any other claims which may take priority over the unsecured claims (the settlement amount).

2. Within twenty-one (21) days after the Court enters an order approving the Trustee's Final Report ("Order on the Trustee's Final Report") and as long as no objections are filed to that order, the Trustee will direct the total Settlement Amount to be paid into the Escrow Account. If Lead Plaintiffs' Counsel has not provided all required funding information and a tax identification number before the Court issues the its Order on the Trustee's Final Report, the twenty-one (21) days referenced in this paragraph shall not begin to run until Lead Plaintiffs' Counsel provides the required funding information and tax identification number.

3. The Gross Settlement Fund, net of any Taxes (as defined below) on the income thereof and any Tax Expenses (as defined below), shall be used to pay: (i) the Notice and Administration Expenses as authorized by this Agreement; (ii) Attorneys' Fees and Expenses authorized by the Court; (iii) any Award to Lead Plaintiffs and Named Plaintiffs

authorized by the Court; and (iv) other fees and expenses authorized by the Court. The balance of the Gross Settlement Fund remaining after the above payments shall be the Net Settlement Fund, which shall be distributed to the Authorized Class Action Claimants in accordance with this Agreement.

D. THE ESCROW AGENT

1. Any sums required to be held in escrow under this Agreement shall be held by the Escrow Agent for the benefit of the Lead Plaintiffs, Named Plaintiffs and the Settlement Class until they are distributed or returned pursuant to this Agreement and/or further order of the Court.

2. Subject to the further Order(s) and/or directions as may be made by the Court, or as provided in the Agreement, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of the Agreement.

3. All funds held by the Escrow Agent shall be deemed to be in *custodia legis* and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to this Agreement and/or further order of the Court. The Settlement Fund shall not be distributed until the Effective Date.

4. The Escrow Agent shall not disburse the Gross Settlement Fund, or any portion thereof, except as provided in this Agreement, upon Order of the Court, or with the written agreement of Defendants' counsel.

5. The Escrow Agent shall invest any funds in excess of US \$150,000.00 in short-term United States Treasury Securities (or a mutual fund invested solely in such instruments) backed by the Full Faith & Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof and shall

reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. Any funds held in escrow in an amount of less than US \$150,000.00 may be held in a bank account insured to the extent possible by the FDIC. Interest earned on the money deposited into the Escrow Account shall be part of the Gross Settlement Fund. All risks related to the investment of the Gross Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Gross Settlement Fund.

6. The Notice and Administration Expenses, including taxes and other expenses, shall be paid from the Gross Settlement Fund by the Escrow Agent. Defendants and the Released Parties shall not have any obligation for payment of taxes or other expenses associated with the Notice and Administration Expenses. In no event shall an amount more than the Settlement Amount be paid under this Agreement, and in no event shall Defendants be responsible to pay any amount under this Agreement, except as expressly provided herein.

7. Defendants shall have access to all records of the Escrow Account, and upon request made to the Escrow Agent, shall receive copies of all records of disbursements, deposits, and statements of accounts.

8. After the Effective Date, Defendants shall have no interest in the Gross Settlement Fund or in the Net Settlement Fund. Defendants and the other Released Parties shall not be liable for the loss of any portion of the Gross Settlement Fund or the Net Settlement Fund, nor have any liability, obligation, or responsibility for the payment of claims, taxes, legal fees, or any other expenses payable from the Gross Settlement Fund or the Net Settlement Fund.

E. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS, AND DISTRIBUTION OF NET SETTLEMENT FUND

1. The Class Action Claims Administrator, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall administer and

calculate the claims of the Settlement Class that shall be allowed and oversee distribution of the Net Settlement Fund, under the supervision of Lead Plaintiffs' Counsel, and subject to appeal to, and jurisdiction of, the Court. After Distribution of the Settlement Amount to the Escrow Account, Defendants shall have no liability, obligation, or responsibility for the administration of the Gross Settlement Fund or Net Settlement Fund, or for the distribution of the Gross Settlement Fund or the Net Settlement Fund.

2. Except as otherwise provided below, on and after the Effective Date, the Gross Settlement Fund shall be applied as follows:

a) Pay following an order of the Court approving any such payment, the expenses incurred in connection with providing notice to Settlement Class Members, administering and distributing the Net Settlement Fund to Settlement Class Members, processing Class Action Proofs of Claim, processing requests for exclusion, escrow fees and costs, and any applicable taxes;

b) Pay following an order of the Court approving any such payment, Attorneys' Fees and Expenses, to Lead Plaintiffs' Counsel;

c) Subject to the approval and further order(s) of the Court, the Net Settlement Fund shall be allocated to Authorized Class Action Claimants as set forth in paragraph G below.

d) After the Class Action Claims Administrator calculates the recognized losses of each Authorized Class Action Claimant, Lead Plaintiffs' Counsel shall file a motion for distribution of the Settlement Fund with the Court listing each Authorized Class Action Claimant, the amount of each claim that Lead Plaintiffs' Counsel believes should be allocated and distributed to each such Authorized Class Action Claimant, accounting for all

Notice and Administration Expenses, and requesting Court approval to distribute the Net Settlement Fund to the Authorized Class Action Claimants and pay any further Notice and Administration expenses.

3. Each Settlement Class Member wishing to participate in the Settlement shall be required to submit a Class Action Proof of Claim and Release (in substantially the form set forth in Exhibit A-3 hereto, which inter alia releases all Settled Claims against all Released Parties), signed under penalty of perjury by the beneficial owner(s) of the securities that are the subject of the Class Action Proof of Claim and Release, or by someone with documented authority to sign for the beneficial owners and supported by such documents as specified in the instructions accompanying the Class Action Proof of Claim and Release.

4. All Class Action Proofs of Claim must be postmarked or received within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the Court. Any Settlement Class Member who fails to submit a properly completed Class Action Proof of Claim within such period as shall be authorized by the Court shall be forever barred from receiving any payments pursuant to this Agreement or from the Net Settlement Fund (unless Lead Plaintiffs' Counsel in its discretion deems such late filing to be a minor formal or technical defect, or unless by Order of the Court a later submitted Class Action Proof of Claim by such Settlement Class Member is approved), but will in all other respects be subject to the provisions of this Agreement and Order and Final Judgment, including, without limitation, the release of the Settled Claims and dismissal of the Securities Class Action Adversary Proceeding. Provided that it is received before the motion for the Settlement Class Distribution Order is filed, a Class Action Proof of Claim shall be deemed to have been submitted when posted if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance

with the instructions thereon. In all other cases, the Class Action Proof of Claim shall be deemed to have been submitted when actually received by the Class Action Claims Administrator.

5. Each Proof of Claim shall be submitted to the Class Action Claims Administrator who shall determine, under the supervision of Lead Plaintiffs' Counsel, in accordance with this Agreement and any applicable orders of the Court, the extent, if any, to which each claim shall be allowed, subject to appeal to the Court.

6. Lead Plaintiffs' Counsel shall have the right, but not the obligation, to waive what they deem to be minor formal or technical defects in any Class Action Proofs of Claim filed in the interest of achieving substantial justice.

7. Class Action Proofs of Claim that do not meet the filing requirements may be rejected. Prior to rejection of a Class Action Proof of Claim, the Class Action Claims Administrator shall communicate with the Class Action Claimant in order to remedy curable deficiencies in the Class Action Proof of Claim submitted. The Class Action Claims Administrator, under the supervision of Lead Plaintiffs' Counsel, shall notify, in a timely fashion and in writing, all Class Action Claimants whose Class Action Proofs of Claim it proposes to reject in whole or in part, setting forth the reasons thereof, and shall indicate in such notice that the Class Action Claimant whose claims are to be rejected has the right to review by the Court if the Class Action Claimant so desires and complies with the requirement of subparagraph (8) below.

8. If any Class Action Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Class Action Claimant must, within twenty (20) days after the date of mailing of the notice required by subparagraph (7) above, serve upon the Class Action Claims Administrator a notice and statement of reasons indicating the Class Action

Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Plaintiffs' Counsel shall thereafter present the request for review to the Court.

9. The administrative determination of the Class Action Claims

Administrator accepting and rejecting claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Settlement Class Distribution Order.

10. Each Class Action Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Class Action Claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Class Action Claimant's status as a Settlement Class Member and the validity and amount of the Class Action Claimant's claim. No discovery shall be allowed on the merits of the Securities Class Action Adversary Proceeding or Settlement in connection with processing of the Class Action Proofs of Claim.

11. Payment pursuant to this Agreement shall be deemed final and conclusive against all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but are otherwise bound by all of the terms of the Order and Final Judgment to be entered in the Securities Class Action Adversary Proceeding and the releases provided for herein, and will be barred from bringing any action against the Released Parties arising out of or relating to the Settled Claims.

12. All proceedings with respect to the administration, processing, and determination of claims described by this paragraph of this Agreement and the determination of

all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

13. The Net Settlement Fund shall be distributed to Authorized Class Action Claimants by the Class Action Claims Administrator upon application to the Court by Lead Plaintiffs' Counsel for a Settlement Class Distribution Order only after all of the following having occurred: (i) the Effective Date; (ii) all claims have been processed, and all Class Action Claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (iii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; (iv) all matters with respect to Attorneys' Fees and Expenses, costs, and disbursements have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (v) all costs of administration have been paid.

14. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Class Action Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution, to Settlement Class Members who have cashed their checks and who would receive at least \$10.00 from such re-distribution. If any funds shall remain in the Net Settlement Fund six months after such re-distribution, then such balance shall

be contributed to a non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Lead Plaintiffs' Counsel.

15. Before the Effective Date, Lead Plaintiffs' Counsel shall file with the Court a declaration under penalty of perjury describing how notice of the Settlement was given to the Settlement Class and listing the names and addresses of all persons to whom individual notice of the Settlement was mailed

16. Defendants and the other Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Gross Settlement Fund or the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of Class Action Claims, the payment or withholding of Taxes, or any losses incurred in connection therewith. No Person shall have any claim of any kind against the Defendants or the other Released Parties with respect to the matters set forth in paragraph E hereof; and the Settlement Class Members, the Lead Plaintiffs, the Named Plaintiffs, and Lead Plaintiffs' Counsel release the Defendants and the other Released Parties from any and all liability and claims arising from or with respect to the investment or distribution of the Settlement Fund.

F. TAX TREATMENT

1. The Settling Parties agree to treat the Gross Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 and Section 468B of the Internal Revenue Code, as amended, for the taxable years of the Gross Settlement Fund, beginning with the date it is created. In addition, the Escrow Agent, and, as required, the Settling Parties, shall jointly and timely make such elections as are necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall

be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Plaintiffs' Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2. For purposes of Section 468B of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all tax returns necessary or advisable with respect to the Gross Settlement Fund, and make all required tax payments, including deposits of estimated tax payments in accordance with Treas. Reg. § 1.468B-2(k). Such returns (as well as the election described in paragraph F.1. hereof) shall be consistent with this paragraph and reflect that all taxes (including any interest or penalties) on the income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided in paragraph F.3. hereof.

3. All (i) taxes (including any interest or penalties) arising with respect to the income earned by the Gross Settlement Fund, including any taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Gross Settlement Fund for any period during which the Gross Settlement Fund does not qualify as a qualified settlement fund for Federal or state income tax purposes ("Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants, and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this paragraph) ("Tax Expenses") shall be paid out of the Gross Settlement Fund. In all events, the Released Parties shall have no liability for Taxes or Tax Expenses, and the Escrow Agent, Lead Plaintiffs, and Lead Plaintiffs' Counsel agrees to indemnify and hold the Released Parties harmless for

Taxes and Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Gross Settlement Fund without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Class Action Claimants any funds necessary to pay such Taxes and Tax Expenses, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1468B-2(l)(2)). The Released Parties shall have no responsibility or liability for any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

G. ALLOCATION OF NET SETTLEMENT FUND

1. The Plan of Allocation is based upon Lead Plaintiffs' Counsel's assessment of the merits and the relative strengths and weaknesses, including recoverable damages, of the claims of the Settlement Class Members.
2. Defendants do not and shall not take any position as to the proposed Plan of Allocation, and the proposed Plan of Allocation shall not be used by Defendants in any suit, action, proceeding or dispute as evidence of Plaintiff's legal assessment of any of the Settled Claims.
3. Except for the requirements of under Bankruptcy Code to liquidate the Debtor's Estate and to determine the total amount to be distributed for the Settlement Amount, the Released Parties shall have no responsibility for and no obligations or liabilities of any kind whatsoever in connection with the determination, administration, calculation, or payment of claims to Settlement Class Members.

4. Defendants shall have no involvement in the solicitation of, or review of Class Action Proofs of Claim, or involvement in the administration process of the Class Action Proofs of Claim itself, which shall be conducted by the Class Action Claims Administrator in accordance with this Agreement and the Order and Final Judgment to be entered by the Court. No Class Action Claimant or Authorized Class Action Claimant shall have any claim against Defendants or any other Released Party based on, or in any way relating to, the distributions from the Gross Settlement Fund or Net Settlement Fund.

5. No Authorized Class Action Claimant shall have any claim against Lead Plaintiffs' Counsel or the Claims Class Action Administrator based on, or in any way relating to, the distributions from the Net Settlement Fund that have been made substantially in accordance with this Agreement and any applicable orders of the Court.

6. Any change in the allocation of the Net Settlement Fund ordered by the Court shall not affect the validity or finality of this Settlement.

H. OBLIGATIONS OF AND LIMITATIONS OF LIABILITY OF ESCROW AGENT

The Escrow Agent shall not be responsible for the payment of any sums due to Authorized Class Action Claimants or other Persons, except to the extent of maintaining account of and properly paying sums as required by this Agreement to the limited extent that such sums have been delivered into the Escrow Account as required by this Agreement. The Escrow Agent shall be liable only for acts of gross negligence or willful misconduct.

I. LEAD PLAINTIFFS' COUNSEL'S REQUEST FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES

1. Lead Plaintiffs' Counsel intends to submit an application to the Court, on notice to counsel for Defendants, for the payment of Attorneys' Fees and Expenses, including:

(i) an award of attorneys' fees up to the lesser of 25% of the Settlement Amount or \$2.8 million dollars; (ii) reimbursement of Securities Class Action Adversary Proceeding costs and expenses, plus interest, including fees and expenses of experts, incurred in connection with the prosecution of the Securities Class Action Adversary Proceeding; and (iii) an Award to Lead Plaintiffs and the Named Plaintiffs (for reimbursement of time and expenses).

2. Any attorneys' fees and costs and Award to Lead Plaintiffs and Named Plaintiffs awarded by the Court shall be paid to Lead Plaintiffs' Counsel from the Gross Settlement Fund within two (2) business days after the Court executes an order awarding such fees and expenses and enters the Judgment. Lead Plaintiffs' Counsel may thereafter allocate the attorneys' fees among other plaintiffs' counsel in a manner which Lead Plaintiffs' Counsel in good faith believes reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Securities Class Action Adversary Proceeding.

3. If, and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the Attorneys' Fee and Expense award is overturned or lowered, or if the settlement is terminated or is not approved by the Court, or if there is an appeal and any order approving the settlement does not become final and binding upon the Class, then, within five (5) business days from receiving notice from Defendants' counsel or from a court of appropriate jurisdiction, Lead Plaintiffs' Counsel shall refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification. Each such plaintiffs' counsel's law firm receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for

the purpose of enforcing the provisions of this paragraph. Without limitation, Lead Plaintiffs' Counsel agrees that the Court may, upon application of Defendants and notice to Lead Plaintiffs' Counsel, summarily issue orders including, but not limited to, judgments and attachment orders, and may make appropriate findings of or sanctions for contempt, should such law firm fail timely to repay fees and expenses pursuant to this paragraph.

4. Lead Plaintiffs' Counsel waives the right to make an additional application or applications for payment from the Gross Settlement Fund for fees and expenses incurred after the Settlement Hearing. The other Settling Parties shall take no position on any application concerning Lead Plaintiffs' Counsel's request or award of attorneys' fees and reimbursement of expenses, or Award to Lead and Named Plaintiffs.

5. The procedure for and the allowance or disallowance by the Court of any applications by Lead Plaintiffs' Counsel for attorneys' fees and expenses, or the expenses of the Lead Plaintiffs and Named Plaintiffs, to be paid out of the Gross Settlement Fund, are not part of the settlement set forth in the Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement set forth in the Agreement, and any order or proceeding relating to Lead Plaintiffs' Counsel's application for attorneys' fees and expenses, or the Lead Plaintiffs' and Named Plaintiffs' expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement, or affect or delay the finality of the Judgment approving the Agreement and the settlement of the Securities Class Action Adversary Proceeding set forth therein.

6. Defendants and the other Released Parties shall have no responsibility for any payment of attorneys' fees and expenses to Lead Plaintiffs' Counsel over and above payment out of the Settlement Fund.

J. THE 9019 MOTION AND PRELIMINARY APPROVAL ORDER

1. Promptly after execution of this Agreement, the Trustee and the Lead Plaintiffs shall submit the Agreement together with its exhibits to the Court and shall request the Court enter an Order approving this Agreement pursuant to Rule 9019 of the Rules of the Bankruptcy Procedure.

2. Promptly after execution of this Agreement, the Trustee and the Lead Plaintiffs shall submit the Agreement together with its exhibits to the Court and shall request entry of a Preliminary Approval Order in connection with settlement proceedings substantially in the form annexed hereto as Exhibit A, providing for, among other things, preliminary approval of the Settlement and notice to the Settlement Class of the Settlement Hearing and approval of this Agreement pursuant to Rule 7023 of the Rules of the Bankruptcy Procedure. The Preliminary Approval Order (Exhibit A hereto) to be submitted to the Court shall contain exhibits substantially in the form set forth in: (i) the Notice of Pendency and Settlement of Class Action (the "Class Action Notice") (Exhibit A-1 to the Preliminary Approval Order); (ii) the Summary Notice of Pendency and Settlement of Class Action ("Class Action Summary Notice") (Exhibit A-2 to the Preliminary Approval Order); and (iii) the Proof of Claim and Release (Exhibit A-3 to the Preliminary Approval Order).

3. Defendants and other Released Parties are not liable or responsible for the method of, or representations made in, the Class Action Notice or the Class Action Summary Notice.

**K. ORDER AND FINAL JUDGMENT TO BE ENTERED BY THE COURT
APPROVING THE SETTLEMENT**

Lead Plaintiffs shall seek to have the Court enter an Order and Final Judgment substantially in the form of Exhibit B hereto.

L. CONDITIONS OF SETTLEMENT

1. The Effective Date of the Settlement shall be conditioned upon the occurrence of ALL of the following events:

a) The Court shall enter an order approving this Agreement pursuant to Rule 9019 of the Bankruptcy Procedure.

b) The Court shall enter the Preliminary Approval Order in all material respects, as required by paragraph J above;

c) No party shall have exercised within the required time period any right to terminate the Settlement as permitted by paragraph M below;

d) The Court shall enter the Order and Final Judgment in all material respects, as required by paragraph K. above;

e) The Court's Order and Final Judgment, substantially in the form of Exhibit B, shall have become "Final," as defined in paragraph A.9.;

f) The Court shall enter an Order on the Trustee's Final Report, as set forth in paragraph C above;

g) The Court's Order on the Trustee's Final Report shall become "Final," as defined in paragraph A.9; and

h) The Trustee shall distribute to the Escrow Account the funds as part of the Settlement, as defined in paragraph C above.

2. Upon occurrence of ALL of the events referenced in paragraph L.1 above, Lead Plaintiffs shall have, and each and all of the members of the Settlement Class shall hereby be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever, released, settled, and discharged, in accordance with the terms of paragraph B. above, the Released Parties from and with respect to the Settled Claims, whether or not such members of the Settlement Class execute and deliver a Class Action Proof of Claim.

3. Upon occurrence of ALL of the events referenced in paragraph L.1. above, the obligation of the Escrow Agent to return funds from the Gross Settlement Fund to Defendants pursuant to paragraph M.3 or any other provision hereof shall be absolutely and forever extinguished.

M. RIGHTS OF TERMINATION AND EFFECTS THEREOF

1. Defendants and Lead Plaintiffs shall each have the right to terminate the Settlement and this Agreement by providing written notice of their election to do so (“Termination Notice”) to all other counsel of the Settling Parties within thirty (30) days after the date on which any of the following occurs:

- a) the Court issues an order declining to enter the Preliminary Approval Order in any material respect;
- b) the Court issues an order declining to approve this Agreement or any material part of it;
- c) the Court declines to enter the Order and Final Judgment in all material respects as required by paragraph K. above;
- d) the Order and Final Judgment is modified or reversed in any material respect by a Court of Appeals or the United States Supreme Court; or

e) in the event that the Court enters an order and final judgment in a form other than that provided above (an “Alternative Judgment”) and none of the Settling Parties elects to terminate this Settlement, the date that such Alternative Judgment is modified or reversed in any material respect by a Court of Appeals or the Supreme Court.

2. If the Settlement Amount payable pursuant to paragraph C.1. of this Agreement is not timely paid (and payment is not excused pursuant to the express terms of this Agreement), the Lead Plaintiffs, in its sole discretion, may elect to enforce the terms of the Settlement and this Agreement and seek a judgment effecting the terms herein.

3. Upon termination of the Agreement pursuant to the terms of the Agreement, the Escrow Agent shall refund the Gross Settlement Fund, less amounts expended for Notice and Administration Expenses to the Settlement Class pursuant to the terms of the Agreement, to Defendants within ten (10) business days thereafter (the “Returned Settlement Amount”).

4. If this Agreement is terminated pursuant to its terms, and at the request of any Defendant or Lead Plaintiffs, the Escrow Agent or his designee shall apply for any tax refund owed on the Gross Settlement Fund and pay the proceeds, after deduction of any fees and expenses incurred in connection with such application(s) for refund, to Defendants.

5. If this Agreement is terminated pursuant to its terms, all of the Settling Parties shall be restored to their respective positions prior to the execution of this Agreement, and they shall proceed in all respects as if this Agreement had not been executed and the related orders had not been entered, preserving in that event all of their respective claims and defenses in the Securities Class Action Adversary Proceeding. In such event, the terms and provisions of the Agreement, with the exception of paragraphs D.4, F.1-3, H, M.3-5, N.11-13, N.15, and N.18

shall have no further force and effect with respect to the Settling Parties and shall not be used in this Securities Class Action Adversary Proceeding or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement shall be treated as vacated, nunc pro tunc.

6. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses, and interest awarded by the Court to any of Plaintiffs' Counsel or expenses to the Lead Plaintiffs or awards to Plaintiffs shall constitute grounds for cancellation or termination of the Agreement.

N. MISCELLANEOUS PROVISIONS

1. The Settling Parties: (i) acknowledge that it is their intent to consummate the Settlement contemplated by this Agreement; (ii) agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Agreement; and (iii) agree to exercise their best efforts and to act in good faith to accomplish the foregoing terms and conditions of the Agreement.

2. The Settling Parties acknowledge and warrant as follows:

a) By executing this Agreement, each of the Settling Parties represents that they have carefully read and fully understand this Agreement and its final and binding effect;

b) By executing this Agreement, each of the Settling Parties represents that they have the right, legal capacity, power and authority to enter into this Agreement and to perform their obligations hereunder, except to the extent that this Agreement

must be approved by the United States Bankruptcy Court pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure;

c) By executing this Agreement, each of the Settling Parties represents that the execution and delivery of this Agreement and the performance of each and every obligation in this Agreement do not and will not result in a breach of or constitute a default under, or require any consent under, any duty, relationship, contract, agreement, covenant, promise, guarantee, obligation or instrument to which the executing Settling Party is a party or by which the executing Settling Party is bound or affected;

d) By executing this Agreement, each of the Settling Parties represents that there is no demand for monetary, non-monetary, or injunctive relief, or any civil, criminal, administrative, or arbitration proceeding for monetary, non-monetary, or injunctive relief known or suspected to exist against them that would affect this Agreement or their ability to enter into, execute or perform each and every obligation in this Agreement.

e) By executing this Agreement, each of the Settling Parties represents that no representations or promises of any kind or character have been made by any other Settling Party, Released Party, or anyone else to induce the execution of this Agreement except as expressly provided herein;

f) By executing this Agreement, each of the Settling Parties represents that this Agreement is fair and is executed voluntarily, with full knowledge of the consequences and implications of the obligations contained herein;

g) By executing this Agreement, each of the Settling Parties represents that this Agreement is not the result of any fraud, duress, or undue influence, and that

they have not assigned, transferred, or conveyed or purported to assign, transfer, or convey, voluntarily, involuntarily or by operation of law, any or all of their respective rights and claims;

h) By executing this Agreement, each of the Settling Parties represents that they have had the opportunity to be represented by counsel of their choice throughout the negotiations which preceded the execution of this Agreement and in connection with the preparation and execution of this Agreement; and

i) By executing this Agreement, each of the Settling Parties represents that they have been afforded sufficient time and opportunity to review this Agreement with advisors and counsel of their choice.

3. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

4. This Agreement may be amended or modified only by a written instrument signed by counsel for Defendants, or their successors-in-interest.

5. This Agreement, the exhibits attached hereto, and the agreements referred to herein constitute the entire agreement between Plaintiffs, on the one hand, and Defendants, on the other hand, and no representations, warranties, or inducements have been made by Plaintiffs to Defendants or Defendants to Plaintiffs concerning this Agreement or its exhibits, other than the representations, warranties, and covenants contained and memorialized in such documents.

6. Except as otherwise provided herein, each Settling Party shall bear its own costs. Lead Plaintiffs' Counsel's Attorneys' Fees and Expenses, subject to Court approval, shall be paid only out of the Gross Settlement Fund, and Defendants and the other Released Parties shall have no obligation with respect to the payment of said Attorneys' Fees and Expenses.

7. Lead Plaintiffs' Counsel, on behalf of the Settlement Class, is expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms and is also expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class

8. The persons signing this Agreement represent that they are authorized to do so on behalf of their respective clients.

9. This Agreement may be executed in one or more original, photocopied, or facsimile counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. The Settling Parties shall exchange among themselves original signed counterparts of this Agreement, and a complete set of executed counterparts of this Agreement shall be filed with the Court.

10. This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs, and legal representatives of the Settling Parties. No assignment shall relieve any party hereto of any obligations hereunder.

11. All terms of this Agreement and all exhibits hereto shall be governed and interpreted according to the laws of the State of Virginia without regard to its rules of conflicts of law, except to the extent that federal law requires that federal law governs, and in accordance with the laws of the United States.

12. The Lead and Named Plaintiffs, on behalf of themselves and each member of the Settlement Class, and the other Settling Parties hereby irrevocably submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement, the applicability of this Agreement, or the enforcement of this Agreement. The administration and consummation of the Settlement as embodied in this Agreement shall be

under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of Attorneys' Fees and Expenses to Lead Plaintiffs' Counsel, Awards to Lead Plaintiffs, and enforcing the terms of this Agreement.

13. All agreements made and orders entered during the course of the Securities Class Action Adversary Proceeding relating to the confidentiality of information shall survive this Agreement.

14. None of the Settling Parties shall be considered to be the drafter of this Agreement or any provision hereof for purposes of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. Because of the arm's-length negotiations that preceded the execution of this Agreement, all Settling Parties have contributed substantially and materially to the preparation of this Agreement.

15. The Settling Parties intend the Settlement to be a final and complete resolution of all claims and disputes asserted or that could be asserted by the Settlement Class Members against the Released Parties with respect to the Settled Claims. Accordingly, unless the Court's Order and Final Judgment approving the Settlement does not become Final, the Settling Parties agree not to assert in any forum that the Securities Class Action Adversary Proceeding was brought by Lead Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. Additionally, the Settling Parties shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Securities Class Action Adversary Proceeding. The Settling Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after

consultation with experienced legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Securities Class Action Adversary Proceeding was brought or defended in bad faith or without a reasonable basis.

16. The headings in this Agreement are used for purposes of convenience and ease of reference only and are not meant to have any legal effect, nor are they intended to influence the construction of this Agreement in any way.

17. The waiver of one Settling Party of any breach of this Agreement by any other Settling Party shall not be deemed a waiver of any other breach of this Agreement. The provisions of this Agreement may not be waived except by a writing signed by the affected Settling Party or counsel for that Settling Party. No failure or delay on the part of any Settling Party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof or of any other right, remedy, power, or privilege of such Settling Party under this Agreement; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Agreement on the part of either Settling Party operate as a waiver thereof or of any other right, remedy, power, or privilege of such Settling Party under this Agreement, or preclude further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. The Settling Parties agree that nothing contained in this Agreement shall cause any Settling Party to be the agent or legal representative of the other Settling Party for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the Settling Parties, nor is any Settling Party granted any right or authority to assume or create any obligation or responsibility on behalf of the other Settling Party, nor

shall either Settling Party be in any way liable for any debt of the other Settling Party as a result of this Agreement except as explicitly set forth herein.

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IN WITNESS WHEREOF, the Settling Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed, by their duly authorized attorneys, as of the day and year first above written.

DATED:

BRUCE E. ROBINSON, CHAPTER 7 TRUSTEE for the ESTATE OF ANDERSON & STRUDWICK, INC.

_____, 2015

BRUCE E. ROBINSON, Chapter 7 Trustee for the Estate of Anderson & Strudwick, Inc

DATED:

THE ROSEN LAW FIRM, P.A.

8/31, 2015



Laurence M. Rosen, Esq.
275 Madison Avenue,
34th Floor
New York, NY 10016
Attorneys for Lead Plaintiffs and the Class

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division

IN RE:)	
)	
ANDERSON & STRUDWICK,)	Case No. 14-32679-KLP
INCORPORATED,)	
)	Chapter 7
<i>Debtor.</i>)	
_____)	
)	
ROBIN JOACHIM DARTELL,)	
INDIVIDUALLY AND ON BEHALF)	
OF ALL OTHERS SIMILARLY SITUATED,)	
)	
<i>Plaintiffs,</i>)	
)	
v.)	Adv. Proc. No. 15-03384-KLP
)	
BRUCE E. ROBINSON, TRUSTEE, and)	
ANDERSON & STRUDWICK,)	
INCORPORATED ,)	
)	
<i>Defendants.</i>)	
_____)	

**ORDER GRANTING
PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT
AND ESTABLISHING NOTICE PROCEDURES PURSUANT TO RULE 7023**

This matter comes before the Court on the Motion of Plaintiffs, Obasi Investment Limited, Jingli (Jude) Shao, Robin Joachim Dartell, Lixin Wu, and Jason Helton (collectively, the “Obasi Group” and the “Lead Plaintiffs”), individually and on behalf of others that are similarly-situated, by counsel, for Entry of An Order Granting Preliminary Approval of the Settlement Agreement and Establishing Notice Procedures pursuant to Rule 7023 (the “Motion”), and the

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Counsel to Robin J. Dartell, et al.

Laurence M. Rosen, Esq. (admitted *pro hac vice*)
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Counsel to Robin J. Dartell, et al.

parties having received adequate notice and an opportunity to be heard; and the Court, after having reviewed the pleadings filed and having determined that proper and adequate notice was given and that cause exists for the grant of the relief requested in the Motion, it is, therefore,

ADJUDGED, ORDERED, and DECREED that:

1. All capitalized terms herein shall have the definitions in the Motion and the Settlement Agreement.

2. The Court does hereby preliminarily approve the Settlement Agreement pursuant to Rule 7023 and the Agreement set forth therein, subject to further consideration at the Settlement Hearing described below.¹

3. A hearing (the “Settlement Hearing”) pursuant to Federal Rule of Civil Procedure 23(e), made applicable by Rule 7023 of the Rules of Bankruptcy Procedure shall be held before the Court on [_____], 2015 at []m. for the following purposes:

- (a) to finally determine whether the Agreement is fair, reasonable and adequate to the Settlement Class and should be approved by the Court;
- (b) to finally determine whether the Order and Final Judgment as provided under the Agreement should be entered, dismissing the Securities Class Action Adversary Proceeding on the merits and with prejudice, and to determine whether the release by the Settlement Class of the Released Parties as set forth in the Stipulation, should be ordered;
- (c) to finally determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;
- (d) to consider the application of Lead Plaintiffs’ Counsel for an award of Attorneys’ Fees and Expenses and reimbursement of expenses to Lead Plaintiff and Named Plaintiffs;
- (e) to consider any Settlement Class Member’s objections to the Agreement, whether submitted previously in writing or presented orally at the

¹ On [_____], 2015, the Court entered an Order [Docket No. [___]], approving the Settlement Agreement and Agreement therein pursuant to Rule 9019 of the Bankruptcy Rules. Nothing in this order modifies the Court’s ruling in that order or make any rulings in that order “preliminary.”

Settlement Hearing by Settlement Class Members (or by counsel on their behalf); and

(f) to rule upon such other matters as the Court may deem appropriate.

4. The Court reserves the right to adjourn the Settlement Hearing to a later date and to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement and dismissing the Securities Class Action Adversary Proceeding, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded Attorneys' Fees and Expenses.

5. The Court approves the form, substance and requirements of: (a) the Notice (Exhibit A-1), (b) the Summary Notice (Exhibit A-2), and (c) the Class Action Proof of Claim (Exhibit A-3), all of which are exhibits to the Settlement Agreement.

6. Lead Plaintiffs' Counsel has the authority to enter into the Settlement Agreement on behalf of the Settlement Class and is authorized to act on behalf of the Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the Settlement Agreement or such other acts that are reasonably necessary to consummate the Settlement.

7. Strategic Claims Services is appointed and approved as the Claims Administrator for the Settlement to supervise and administer the notice procedure and the processing of claims.

8. Lead Plaintiffs' Counsel, through the Claims Administrator, shall cause the Notice and the Class Action Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, within twenty-eight (28) calendar days of the entry of this Order, to all Settlement Class Members who can be identified with reasonable effort by the Claims Administrator.

9. Lead Plaintiffs' Counsel, through the Claims Administrator, shall also make all reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased Tibet during the Settlement Class Period. Such nominee purchasers are directed to forward copies of the Notice and Class Action Proof of Claim to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners and the Claims Administrator is ordered to send the Notice and Class Action Proof of Claim promptly to such beneficial owners. Additional copies of the Notice shall be made available to any record holder requesting same for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Gross Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Class Action Proof of Claim to beneficial owners.

10. Lead Plaintiffs' counsel shall, at or before the Settlement Hearing, serve upon Defendants' Counsel, and file with the Court, proof of mailing of the Notice and Class Action Proof of Claim, both to Settlement Class Members and to nominees.

11. Lead Plaintiffs' Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on the *GlobeNewswire* and in print once in the *Investor's Business Daily* within ten (10) calendar days after the entry of this Order. Lead Plaintiffs' Counsel shall, at or before the Settlement Hearing, serve upon Defendants' counsel and file with the Court proof, by affidavit or declaration, of publication of the Summary Notice.

12. The forms and methods set forth herein of notifying the Settlement Class of the Settlement Agreement and its terms and conditions meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995;

constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all persons and entities entitled thereto. No Settlement Class Member will be relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

13. In order to be entitled to participate in recovery from the Net Settlement Fund after the Effective Date, each Settlement Class Member shall take the following action and be subject to the following conditions:

- (a) A properly completed and executed Class Action Proof of Claim must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked no later than seventy-five (75) calendar days from the date of this Order. Such deadline may be further extended by Order of the Court. Each Class Action Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first-class mail) provided such Class Action Proof of Claim is actually received by no later than thirty (30) calendar days before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Class Action Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Administrator at the address designated in the Notice.
- (b) The Class Action Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly filled out, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Lead Plaintiffs' Counsel; (iii) if the person executing the Class Action Proof of Claim is acting in a representative capacity, a certification of his current authority to act on behalf of the Settlement Class Member must be provided with the Class Action Proof of Claim; and (iv) the Class Action Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

- (c) Once the Claims Administrator has considered a timely submitted Class Action Proof of Claim, it shall determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Class Action Proof of Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least seven (7) calendar days before the date of the Settlement Hearing) to cure such deficiency if it shall appear that such deficiency may be cured.
- (d) For the filing of and all determinations concerning their Class Action Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court.

14. All Settlement Class Members who do not submit valid and timely Class Action Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Stipulation and the Order and Final Judgment, if entered.

15. Settlement Class Members shall be bound by all determinations and judgments in the Securities Class Action Adversary Proceeding, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to request exclusion from the Settlement Class shall mail such request, in written form, by first-class mail, postage prepaid, or otherwise deliver it, so that it is received no later than thirty (30) calendar days prior to the Settlement Hearing to the addresses listed in the Notice. Such request for exclusion shall clearly indicate (i) the name, address, phone number, and e-mail contact information (if any) of the person seeking exclusion; (ii) each of the person's purchases of Tibet made pursuant and/or traceable to Tibet's IPO during the Settlement Class Period, including the dates of purchase, the number of shares purchased, and the price paid or received per share for each such purchase; (iii) state that the sender specifically requests to be excluded from the

Settlement Class; and (iv) must be signed by such person. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Lead Plaintiffs' Counsel may contact any person or entity filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

16. Settlement Class Members who submit valid and timely requests for exclusion from the Settlement Class as set forth in paragraph 15 shall have no rights under the Settlement Agreement, shall not be entitled to receive any payment out of the Net Settlement Fund, and shall not be bound by the Settlement Agreement, or the Order and Final Judgment entered in the Securities Class Action Adversary Proceeding.

17. The Court will consider comments and/or objections to the Settlement Agreement, the Plan of Allocation, or the application for Attorneys' Fees and Expenses and any payment to Lead Plaintiff and Named Plaintiffs, only if such comments or objections and any supporting papers include the following information: (1) name, address, and telephone number of the Settlement Class Member, (2) all grounds for the objection, including any legal support known to Settlement Class Member or their counsel, (3) the name, address, and telephone number of all counsel who represent the Settlement Class Member, including former or current counsel who may be entitled to compensation in connection with the objection, (4) a statement confirming whether they plan to appear at the Settlement Hearing, (5) the name, address, and telephone number of any counsel that will appear at the Settlement Hearing, and (6) the number of times a Settlement Class Member filed an objection in the previous five years and the nature of each objection to each case in which a Settlement Class Member filed an objection in the previous five years. All comments or objections must be served by hand or sent by first-class

mail and received at least twenty (20) calendar days prior to the Settlement Hearing, upon each of the following:

SETTLEMENT CLASS COUNSEL:

Laurence M. Rosen, Esq.
THE ROSEN LAW FIRM, P.A.
The Rosen Law Firm, P.A.
275 Madison Avenue, 34th Floor
New York, New York 10016

COUNSEL FOR DEFENDANTS :

Vernon E. Inge, Jr.
LECLAIRRYAN, A PROFESSIONAL CORPORATION
919 East Main Street, 24th Floor (ZIP: 23219)
Post Office Box 2499
Richmond, Virginia 23218-2499

and the objector has (by that same date) filed said objections, papers, and briefs, showing due proof of service upon counsel identified above, with

William C. Redden, Clerk
United States Bankruptcy Court
701 E. Broad St., Suite 4000
Richmond, Virginia 23219

Attendance at the Settlement Hearing is not necessary but persons wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, and/or the application for Attorneys' Fees and Expenses are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

18. Any Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making

any objection to the fairness, adequacy, or reasonableness of the Settlement, the Order and Final Judgment to be entered approving the Settlement, the Plan of Allocation, or the application for an award of Attorneys' Fees and Expenses and a payment to Lead and/or Named Plaintiffs, unless otherwise ordered by the Court.

19. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Settlement Agreement and/or further order(s) of the Court.

20. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof without any further notice other than entry of an Order on the Court's docket, and to approve the Settlement without further notice to the Class.

21. All papers in support of the Settlement, the Plan of Allocation and any application for Attorneys' Fees or Expenses or a payment to Lead and/or Named Plaintiffs shall be filed and served thirty (30) calendar days before the Settlement Hearing.

22. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation, and any application for Attorneys' Fees or Expenses or a payment to Lead Plaintiff and/or Named Plaintiffs shall be filed no later than ten (10) calendar days prior to the Settlement Hearing.

23. Neither the Defendants, any other Released Parties nor the Defendants' counsel shall have any responsibility for the Plan of Allocation or any application for Attorneys' Fees or Expenses submitted by Lead Plaintiffs' Counsel or the Lead Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the settlement. Any order or proceeding relating to the Fee and Expense Application, or the Lead Plaintiffs' and

Named Plaintiffs' expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement Agreement, or affect or delay the finality of the Order approving the Settlement Agreement and the settlement of the Securities Class Action Adversary Proceeding set forth therein.

24. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation that Lead Plaintiffs' Counsel proposes, and any application for Attorneys' Fees or Payment of expenses, shall be approved.

25. Pending final determination of whether the Settlement Agreement should be approved, all Settlement Class Members, and each of them, and anyone acting or purporting to act for any of them, shall be enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of, any Settled Claims. In addition, the Securities Class Action Adversary Proceeding is stayed.

26. The Court retains exclusive jurisdiction over the action to consider all further matters arising out of, or relating to, the Settlement Agreement, including by way of illustration and not limitation, any dispute concerning any Class Action Proof of Claim filed by any Class Member and any future requests by one or more of the Parties that the Final Order and Judgment, the Release and/or the permanent injunction set forth in the Stipulation be enforced.

The Clerk is directed to send copies of this Order upon entry to the undersigned counsel.

SO ORDERED, this ____ day of _____, 2015.

ENTERED:

UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: _____, 2015

WE ASK FOR THIS:

/s/

Robert H. Chappell, III, Esq. (VSB No. 31698)
Jennifer J. West, Esq. (VSB No. 47522)
James K. Donaldson, Esq. (VSB No. 80307)
Spotts Fain PC
411 East Franklin Street, Suite 600
Richmond, Virginia 23219

Laurence M. Rosen, Esq. (admitted *pro hac vice*)
Sara Fuks, Esq. (admitted *pro hac vice*)
The Rosen Law Firm, P.A.
275 Madison Avenue, 34th Floor
New York, New York 10016

Counsel to Robin J. Dartell, et al.

SEEN AND AGREED:

/s/ Corey S. Booker

Vernon E. Inge, Jr. (Va. Bar No. 32699)
Corey S. Booker (Va. Bar No. 73419)
Christian K. Vogel (Va. Bar No. 75537)
LECLAIRRYAN, A PROFESSIONAL CORPORATION
919 East Main Street, 24th Floor
Richmond, Virginia 23219
Telephone: 804.783.2003
Facsimile: 804.783.2294

Counsel for Bruce E. Robinson, Trustee

LOCAL BANKRUPTCY RULE 9022-1(C) CERTIFICATION

I hereby certify that the foregoing order has been endorsed by or served upon all necessary parties.

/s/ _____
Counsel

SERVICE LIST

Robert B. Van Arsdale, Esq.
OFFICE OF THE U.S. TRUSTEE
701 East Broad Street - Suite 4304
Richmond, Virginia 23219

Assistant U.S. Trustee

Robert H. Chappell, III, Esq.
Jennifer J. West, Esq.
Jed K. Donaldson, Esq.
Spotts Fain PC
411 East Franklin St, Ste. 600
Richmond, VA 23219

Laurence M. Rosen, Esq. (admitted *pro hac vice*)
Sara Fuks, Esq. (admitted *pro hac vice*)
The Rosen Law Firm, P.A.
275 Madison Avenue, 34th Floor
New York, New York 10016

Counsel for Plaintiffs

Vernon E. Inge, Jr.
Corey S. Booker
LECLAIRRYAN, A PROFESSIONAL CORPORATION
P.O. Box 2499
Richmond, VA 23219

Counsel for the Trustee

Exhibit A-1

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:

**ANDERSON & STRUDWICK,
INCORPORATED,**

DEBTOR.

Bankruptcy Case No.: 14-32679-KLP

**ROBIN JOACHIM DARTELL,
INDIVIDUALLY AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED,**

PLAINTIFFS,

v.

**BRUCE E. ROBINSON TRUSTEE; AND
ANDERSON & STRUDWICK
INCORPORATED**

DEFENDANTS

Adv. Pro. No. 15-03384-KLP

**NOTICE OF PENDENCY AND
SETTLEMENT OF CLASS ACTION**

**NOTICE OF PENDENCY AND
SETTLEMENT OF CLASS ACTION**

If you purchased or otherwise acquired the common stock ("Stock") of Tibet Pharmaceuticals, Inc. ("Tibet" or the "Company") during the period from January 24, 2011 through and including April 3, 2012, you could get a payment from a class action settlement (the "Settlement").

Under law, a federal court has authorized this notice.

- If approved by the Court, the Settlement will provide up to \$14,000,000 plus interest (the "Settlement Amount"), to pay claims of investors who purchased Tibet Stock during the period from January 24, 2011 through and including April 3, 2012 (the "Class Period").
- The Settlement grants the Class an allowed, unsecured proof of claim in the amount of \$14,000,000.00 (the "Securities Class Action Proof of Claim") in the bankruptcy case of

Anderson & Strudwick, Inc. (the “Debtor”). The Settlement Amount is comprised of the Class’ pro rata share of the Debtor’s estate that shall be paid on the Securities Class Action Proof of Claim, as required by the U.S. Bankruptcy Code, after the payment of Secured Claims, Chapter 7 administrative fees and costs, and any other priority claims.

- The Settlement represents an average recovery of \$1.98 per share of Tibet Stock for the 7.081 million shares outstanding as of April 3, 2012, the end of the Class Period. A share may have been traded more than once during the Class Period. This estimate solely reflects the average recovery per outstanding share of Tibet Stock. The indicated average recovery per share will be the total average recovery for all purchasers of that share. This is not an estimate of the actual recovery per share you should expect.
- Your actual recovery will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold Tibet Stock, the total number and amount of claims filed, and the amount of money in the Debtor’s estate to pay the Settlement Amount at the time of the Trustee’s Final Report. **It is unlikely that the Debtor’s estate will have sufficient funds to pay all allowed claims against the Estate. Therefore, the ultimate dollar amount of the Gross Settlement Fund will likely be less than \$14,000,000.**
- Attorneys for the Lead Plaintiffs (“Class Counsel”) intend to ask the Court to award them fees of not more than the lesser of twenty-five percent (25%) of the Settlement Amount or \$2.8 million dollars, reimbursement of litigation expenses of no more than \$100,000, and an award to the Lead Plaintiffs not to exceed \$25,000 (or \$5,000 for each of the five Lead Plaintiffs). Collectively, the attorneys’ fees and expenses are estimated to average \$0.41 per share of Tibet Stock. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The approximate recovery, after deduction of Class Counsel’s attorneys’ fees and expenses approved by the Court, is an average of \$1.57 per share of Tibet Stock. This estimate is based on the assumptions set forth in the preceding paragraph. Your actual recovery, if any, will vary depending on your purchase price and sales price, and the number and amount of claims filed.
- The Settlement resolves the lawsuit concerning whether Debtor Anderson & Strudwick violated federal securities laws under the Securities Act by issuing a false and misleading initial public offering prospectus for Tibet’s January 24, 2011 initial public offering (“IPO”) that misrepresented Tibet as financially sound and profitable company. Lead Plaintiffs’ Securities Class Action Adversary Proceeding alleged the Debtor served as underwriter of Tibet’s IPO and sold Tibet common stock to investors by means of a false and misleading initial offering prospectus that misrepresented Tibet as a financially sound and profitable company, when in reality, at the time of the IPO Tibet had defaulted on a \$4.54 million loan which was secured by Tibet’s operating assets.

- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM NO LATER THAN [_____] , 2015	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN [_____] , 2015	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Debtor about the legal claims in this case.
OBJECT NO LATER THAN [_____] , 2015	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON _____, 2015	Speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

INQUIRIES

Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class members should be directed to:

Anderson & Strudwick Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

or

THE ROSEN LAW FIRM, P.A.
275 Madison Avenue, 34th Floor
New York, New York 10016
Tel.: 212-686-1060
Fax: (212) 202-3827
info@rosenlegal.com

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have acquired Tibet Stock during the Class Period.

2. What is this lawsuit about?

The case is known as Dartell v. Bruce E. Robinson, Trustee and Anderson & Strudwick, Inc., Bankruptcy Case No. 14-32679, Adv. Pro. No. 15-03384 (the “Adversary Proceeding Class Action”) and the Court in charge of this case is the United States Bankruptcy Court for the Eastern District of Virginia.

Defendants in the Adversary Proceeding Class Action are Bruce E. Robinson, Chapter 7 Trustee (the “Trustee”), on behalf of the Estate Anderson & Strudwick, Inc. (“A&S or the Debtor”).

There is a separate federal securities class action proceeding in the United States District Court for the District of New Jersey against Tibet Pharmaceuticals, Inc, Hong Yu, Taylor Guo, Sabrina Ren, Wenbo Chen, Youhang Peng, and Solomon Chen, Anderson & Strudwick, Inc., Sterne Agee Group, Inc., L. McCarthy Downs, Hayden Zou, and Acquavella Chiarelli, Shuster, Berkower & Co., LLP (collectively, “Defendants”), captioned *Dartell v. Tibet, et al.*, 14-cv-3620-MCA-MCH (“Securities Class Action Litigation”). That case is continuing against the non-settling Defendants.

On December 9, 2014, the Counsel for the Securities Class Action plaintiffs, on behalf of the putative class in the Securities Class Action Litigation, filed a proof of claim in the bankruptcy case in the amount of \$21,591,945.21 seeking reimbursement from the Debtor’s Estate for claims it had against the Debtor related to the Tibet IPO and the Securities Class Action Litigation (the “Securities Class Action Proof of Claim”).

The Settlement resolves all of the claims in the Securities Class Action Adversary Proceeding against the Trustee and the Debtor and settles the Securities Class Action Proof of Claim for an amount up to \$14,000,000.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called Lead Plaintiff(s), sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or

entities are referred to collectively as a Class, and these individual persons and/or entities are known as Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a Settlement?

Lead Plaintiffs and the Trustee have both conducted an investigation relating to the claims and the underlying events and transactions alleged in the Securities Class Action Adversary Proceeding and agree that it is in their respective best interest to settle the claims asserted in the Securities Class Action Adversary Proceeding.

This matter has not gone to trial and the Court has not decided in favor of any party involved in this Securities Class Action Adversary Proceeding. Instead, Lead Plaintiffs, and the Trustee have agreed to settle the Securities Class Action Adversary Proceeding. The Lead Plaintiffs and Class Counsel believe the settlement is best for all Class Members because of the risks associated with continued litigation.

5. How do I know if I am part of the Class settlement?

To be a Class Member, you must have purchased or otherwise acquired Tibet Stock during the period from January 24, 2011 through and including April 3, 2012.

6. Are there exceptions to being included?

Yes. You are not a Class Member if you are a Defendant, a member of any Defendant's immediate family, an entity in which any Defendant has a controlling interest, a director or officers of Tibet, or an affiliate, legal representative, heir, predecessor, successor or assign of any such excluded party. Also, if you timely and validly exclude yourself from the Class, as described below, you are not a part of the Class.

7. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement will create a Settlement Fund comprised of the pro rata share of the Debtor's Estate that shall be paid on the Securities Class Action Proof of Claim as

required by the U.S. Bankruptcy Code and after the payment of Secured Claims, Chapter 7 administrative fees and costs, and any other priority claims. The Settlement provides that the Securities Class Action Proof of Claim (Claim No. 4-1) will be deemed an allowed, unsecured claim of the Debtor.

The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay Class Counsel's attorneys' fees and reasonable litigation expenses and any awards to Lead Plaintiffs. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and any notice and claims administration expenses permitted by the Court. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit valid claims.

b. What can you expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Tibet Stock; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; (v) the amount awarded by the Court to Lead Plaintiffs and Class Counsel for attorneys' fees, costs, and expenses, and (vi) the amount in the Debtor's Estate at the time the Court enters an Order on the Trustee's Final Report.

The amount available to pay the claims of Class Members depends upon the amount of the Gross Settlement Fund, which is unknown at this time. The amount of the Gross Settlement Fund depends upon the total allowed claims and expenses in the Debtor's Estate and the total value of the Debtor's Estate at the conclusion of the Bankruptcy Proceeding. The dollar value of the Gross Settlement Fund will be calculated by dividing \$14.0 million by the total allowed unsecured claims against the Debtor's Estate after payment of allowed administrative fees, expenses, and other priority claims to determine what percentage of the total claims against the Estate are comprised of the Plaintiffs' Settled Claims. That percentage will then be multiplied by the actual value of the Debtor's Estate to determine the amount of the Gross Settlement

Fund. Because the Debtor's Estate is unlikely have sufficient funds to pay all allowed claims in the bankruptcy, the actual dollar value of the Gross Settlement Amount will likely be less than \$14.0 million.

The compensable loss per share ("Recognized Loss") of each Authorized Claimant shall be calculated according to the following formula:

- I) For each share of Tibet common stock purchased or otherwise acquired during the Class Period and sold on or before the close of trading on April 3, 2012, the Recognized Loss Per Share is the difference between the purchase price, not to exceed the offering price of \$5.50 per share, and the sales price for each share sold.
- II) For each share of Tibet common stock purchased or otherwise acquired during the Class Period and held as of the close of trading on April 3, 2012, the Recognized Loss Per Share is the difference between the purchase price, not to exceed the offering price of \$5.50 per share, and \$.17¹ per share.

To the extent a claimant had a trading gain or "broke even" from his, her or its overall transactions in Tibet Stock during the Class Period, the value of the Recognized Loss will be zero and the claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a claimant suffered a trading loss on his, her or its overall transactions in Tibet Stock during the Class Period, but that trading loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the claimant's actual trading loss. A Recognized Loss that calculates to yield a negative number is treated as a Recognized Loss of zero.

The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss. The

¹ This represents the closing price of Tibet's common stock on May 29, 2012, the first full trading day after the initial suit was brought.

Recognized Loss formula is not intended to be an estimate of the amount a Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

The date of purchases or sale is the “contract” or “trade” date as distinguished from the “settlement” date. Therefore, you need to list all your purchases and sales of Tibet Stock during the period January 24, 2011 to April 3, 2012, both dates inclusive. Each claimant is deemed to have submitted to the jurisdiction of the Court with respect to the claimant’s claim, and, if good cause appears therefor, the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure and the Federal Rules of Bankruptcy Procedure, provided that such investigation and discovery shall be limited to that claimant’s status as a Class Member and the validity and amount of that claimant’s claim. No discovery shall be allowed on the merits of the Action.

All Class Members whose claims are not approved by the Court will be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and will be barred from bringing any Released Claim against any Released Parties, including Unknown Claims (as those terms are defined in the Class Action Proof of Claim enclosed with this Notice and in the Settlement Agreement, which is available on the Internet at www.strategicclaims.net, or through the mail upon request to the Claims Administrator). The Plan of Allocation is subject to Court approval and may be modified by the Court.

c. Are there any further limitations on the amount I may receive?

- i) To the extent there are sufficient funds in the Net Settlement Fund, each Class Member with a Recognized Loss that satisfies the requirements approved by the Court (“Authorized Claimant”) will receive an amount equal to the Authorized Claimant’s Recognized Loss described above. If, however, as expected, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants.
- ii) For Class members who conducted multiple transactions in Tibet Stock during the Class Period, the earliest subsequent sale shall be matched first against those shares in the Claimant’s opening position on the first day of the Class Period, and then matched chronologically thereafter against each purchase made during the Class Period.
- iii) The purchase and sales prices exclude any brokerage commissions, transfer taxes or other fees.
- iv) The covering purchase of a short sale is not an eligible purchase. Gifts and transfers are not eligible purchases.

8. How can I get a payment?

To qualify for a payment, you must send in a form entitled “Class Action Proof of Claim and Release” form. This claim form is attached to this Notice. You may also obtain a claim form on the Internet at www.strategicclaims.net. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than [_____, 2015], to:

Anderson & Strudwick Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an “Authorized Claimant.”

9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will remain in the Class. That means that if the Settlement is approved, you and all Class Members will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) all claims against the Trustee and Debtor, Trustee and Debtor, any and all of Debtor's former officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, trustees, insurers (including each of Defendants' insurers' respective businesses, affiliates, subsidiaries, parents and affiliated corporations, divisions, predecessors, shareholders, partners, joint venturers, principals, insurers, reinsurers, successors and assigns, and their respective past, present and future employees, officers, directors, attorneys, and representatives, if any, and all of them), reinsurers, advisors, , , and the current and former legal representatives of any Defendant, Unserved Defendant, or Defendant Associated Entity but specifically excluding L McCarthy Downs who is currently a Defendant in the Securities Class Action Litigation, with the exception of L. McCarthy Downs who remains a Defendant in the Securities Class Action Litigation.

You do not release the released parties from any claim or action to enforce the Settlement.

You also do not release Tibet, L. McCarthy Downs, Hayden Zou, Hong Yu, Taylor Z. Guo, Sabrina Y. Ren, Wenbo Chen, Youhang Pen, Solomon Chen, Acquavella, Chiarelli, Shuster, Berkower & Co., LLP, Acquavella, Chiarelli, Shuster & Co., LLP or any other auditor of Tibet. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you are agreeing to a "Release of Claims," which will bar you from ever filing a lawsuit against any Released Party to recover losses from the acquisition or sale of Tibet Stock during the Class Period, except to enforce the Settlement. That means you will accept a share in the Net Settlement Fund as sole compensation for any losses you have suffered in the acquisition and sale of Tibet Stock during the Class Period.

10. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue the Debtor on your own based on the legal claims raised in this Class Action, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Class Member from Dartell v. Bruce E. Robinson, Trustee and Anderson & Strudwick, Inc., Bankruptcy Case No. 14-32679, Adv. Pro. No. 15-03384. Be sure to include your name, address, telephone number and your signature, along with an accurate list of all of your purchases and sales of Tibet Stock. You must mail your exclusion request, postmarked no later than [_____,] 2015, to:

Anderson & Strudwick, Inc. Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the Settlement. If you ask to be excluded, you will not be legally bound by anything that happens in this Class Action.

11. If I do not exclude myself, can I sue the Trustee and/or the Debtor for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Trustee and the Debtor for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Class to continue your own lawsuit.

12. Do I have a lawyer in this case?

The Court has certified this action as a class action and has named the Rosen Law Firm as Lead Counsel for the Class.

13. How will the lawyers be paid?

Class Counsel have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the litigation themselves and have not been paid attorneys' fees in advance of this Settlement. Class Counsel have done so with the expectation that if they are successful in recovering money for the Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Class Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys' fees in an amount not to exceed the lesser 25% of Settlement Fund or \$2.8 million, for reimbursement of reasonable litigation expenses not to exceed \$100,000 and an award to the Lead Plaintiffs in an amount not to exceed \$25,000 each (\$5,000 to each of the Lead Plaintiffs). The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

14. How do I tell the Court that I do not like the Settlement?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, or Class Counsel's motion for attorneys' fees, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of Dartell v. Bruce E. Robinson, Trustee and Anderson & Strudwick, Inc., Bankruptcy Case No. 14-32679, Adv. Pro. No. 15-03384. Be sure to include your name, address, telephone number, your signature, a list of your purchases and sales of Tibet Stock in order to show your membership in the Class, and all of the reasons you object to the Settlement. Be sure to mail the objections to the three different places listed below, postmarked no later than [_____, 2015], so the Court will consider your views:

Clerk of the Court
United States Bankruptcy Court
Eastern District of Virginia, Richmond Division
701 East Broad Street
Richmond, VA 23219

Laurence M. Rosen, Esq.
THE ROSEN LAW FIRM, P.A.
275 Madison Avenue, 34th Floor
New York, NY 10016

Class Counsel

Vern Inge, Esq.
LECLAIRRYAN, A PROFESSIONAL CORPORATION
919 East Main Street, 24th Floor (ZIP – 23219)
Post Office Box 2499
Richmond, Virginia 23218-2499

Counsel for Bruce E. Robinson, Chapter 7 Trustee

15. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class. Requesting exclusion is telling the Court you do not want to be part of the Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Settlement Hearing on [____ __,] 2015 at [__:__ .m.], at the United States Bankruptcy Court, Eastern District of Virginia, Richmond Division, 701 East Broad Street, Richmond, VA 23219.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will

consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel for attorneys' fees and expenses.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Trustee or the Debtor Defendants about the claims made in this case ever again.

DATED: [_____,] 2015.

BY ORDER OF THE UNITED STATES
BANKRUPTCY COURT FOR THE EASTERN
DISTRICT OF VIRGINIA

Exhibit A-2

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:

**ANDERSON & STRUDWICK,
INCORPORATED,**

DEBTOR.

Bankruptcy Case No.: 14-32679-KLP

**ROBIN JOACHIM DARTELL,
INDIVIDUALLY AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED,**

PLAINTIFFS,

v.

**BRUCE E. ROBINSON TRUSTEE; AND
ANDERSON & STRUDWICK
INCORPORATED**

DEFENDANTS

Adv. Pro. No. 15-03384-KLP

**SUMMARY NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT**

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED TIBET PHARMACEUTICALS, INC. (“TIBET”) COMMON STOCK PURSUANT AND/OR TRACEABLE TO TIBET’S REGISTRATION STATEMENT AND PROSPECTUS ISSUED IN CONNECTION WITH TIBET’S INITIAL PUBLIC OFFERING OF STOCK ON JANUARY 24, 2011; OR (2) PURCHASED OR OTHERWISE ACQUIRED TIBET COMMON STOCK FROM JANUARY 24, 2011 TO APRIL 3, 2012, BOTH DATES INCLUSIVE.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Richmond in the above-captioned action (the “Litigation”), that

a hearing will be held on [_____ at _____.m.] before the Honorable Keith L. Phillips, United States Bankruptcy Judge of the Eastern District of Virginia, Richmond Division, 701 East Broad Street, Richmond, Virginia 23219 (the “Settlement Hearing”) for the purpose of determining: (1) whether the proposed Settlement between Plaintiffs and the Chapter 7 Trustee on behalf of Anderson & Strudwick, Inc. (the “Settling Defendants”) consisting of an allowed, unsecured claim in the total amount of Fourteen Million Dollars (\$14,000,000) in the Debtor’s bankruptcy case, which will be distributed to the Class on a pro rata basis pursuant to the Bankruptcy Code after payment of other secured claims, administrative claims, and other priority claims, should be approved by the Court as fair, reasonable, and adequate; (2) whether the proposed plan to distribute the settlement proceeds is fair, reasonable and adequate; (3) whether the application for an award of attorneys’ fees of the lesser of twenty-five percent of the Settlement amount or \$2.8 million, reimbursement of expenses of not more than \$100,000 and awards to each Class Representative not to exceed \$5,000 per representative should be approved; and (4) whether the Securities Class Action Adversary Proceeding as against Settling Defendants should be dismissed with prejudice.

If you purchased or otherwise acquired Tibet common stock pursuant and/or traceable to Tibet’s Registration Statement and Prospectus issued in connection with Tibet’s initial public offering of Stock on January 24, 2011; or (2) purchased or otherwise acquired Tibet common stock from January 24, 2011 to April 3, 2012, both dates inclusive, your rights may be affected by the Settlement of this action. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) and a copy of the Class Action Proof of Claim and Release, you may obtain copies by writing to Anderson & Strudwick, Inc. Litigation, c/o Strategic Claims Services, Claims Administrator, P.O. Box 230, 600 North Jackson Street,

Suite 3, Media, PA 19063, or going to the website, www.strategicclaims.net. You must submit a Class Action Proof of Claim and Release postmarked no later than [_____,] 2015, establishing that you are entitled to recovery.

As detailed in the Notice, it is unlikely that the actual dollar value of the Settlement will be \$14,000,000. \$14,000,000 represents the maximum possible Settlement Amount. The ultimate dollar amount of the Gross Settlement Fund will likely be much less than \$14,000,000.

Unless you submit a written exclusion request, you will be bound by any judgment rendered in the Securities Class Action Adversary Proceeding whether or not you make a claim. To exclude yourself from the Class, you must submit a Request for Exclusion to the Claims Administrator in the manner detailed in the Notice, and postmarked no later than [_____,] 2015.

Any objection to the Settlement, Plan of Allocation, or the Plaintiffs' Counsel's request for an award of attorneys' fees and reimbursement of expenses and awards to Class Representatives must be received by the addresses indicated in the Notice by no later than [_____,] 2015.

COURT	PLAINTIFFS' COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States Bankruptcy Court Eastern District of Virginia, Richmond Division 701 East Broad Street Richmond, VA 23219	Laurence M. Rosen THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 34 th Floor New York, NY 10016 <i>Class Counsel for Plaintiffs</i>	Vern Inge LECLAIRRYAN, A Professional Corporation 919 East Main Street, 24 th Floor, Richmond, Virginia 23219 <i>Counsel for the Chapter 7 Trustee</i>

If you have any questions about the Settlement, you may call or write to Plaintiffs' Counsel identified above.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
REGARDING THIS NOTICE.**

DATED: _____

BY ORDER OF THE UNITED STATES
BANKRUPTCY COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Anderson & Strudwick, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

CLASS ACTION PROOF OF CLAIM AND RELEASE

Deadline for Submission: _____

IF YOU PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF TIBET PHARMACEUTICALS, INC. ("TIBET") PURSUANT AND/OR TRACEABLE TO TIBET'S REGISTRATION STATEMENT AND PROSPECTUS ISSUED IN CONNECTION WITH TIBET'S INITIAL PUBLIC OFFERING OF STOCK ON JANUARY 24, 2011 (THE "IPO"); OR PURCHASED OR OTHERWISE ACQUIRED TIBET COMMON STOCK FROM JANUARY 24, 2011 TO APRIL 3, 2012, INCLUSIVE (THE "CLASS PERIOD"), YOU ARE A "CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS CLASS ACTION PROOF OF CLAIM AND RELEASE ("PROOF OF CLAIM") AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN _____ TO STRATEGIC CLAIM SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Anderson & Strudwick, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

YOUR FAILURE TO SUBMIT YOUR CLAIM BY _____, 2015 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

CLAIMANT'S STATEMENT

1. I (we) purchased common stock in Tibet and was (were) damaged thereby. (Do not submit this Proof of Claim if you did not purchase Tibet common stock during the designated Class Period).
2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Class Member as defined above and in the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Actions or anyone excluded from the Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Litigation or Settlement in connection with processing of this Proof of Claim.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of Tibet's common stock during the Class Period, and each sale, if any, of such securities. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, sale or retention of Tibet common stock listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your recognized claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Parties" of all "Released Claims," as defined in the Stipulation.
8. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-274-4004 or visit their website at www.strategicclaims.net to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

I. CLAIMANT INFORMATION

Name		
Address		
City	State	Zip Code
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Social Security Number (for individuals)	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

II. SCHEDULE OF TRANSACTIONS IN TIBET COMMON STOCK

Purchases:

A. Separately list each and every purchase of Tibet common stock during the period from January 24, 2011 to April 3, 2012, inclusive, (including common stock purchased pursuant and/or traceable to Tibet's Registration Statement and Prospectus issued in connection with Tibet's initial public offering of stock on January 24, 2011) and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

Sales:

B. Separately list each and every sale of Tibet common stock during the period from January 24, 2011 to April 3, 2012 inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

Ending Holdings:

C. State the total number of shares of Tibet common stock owned at the close of trading on April 3, 2012, long or short (*must be documented*).

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification Number at the top of each sheet.

III. SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)
_____		_____

IV. CERTIFICATION

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS CLASS ACTION PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

(Signature)

(Signature)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)
____ Check here if proof of authority to file is enclosed.
(See Item 2 under Claimant's Statement)

Date: _____

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN _____, 2015 AND MUST BE MAILED TO:

Anderson & Strudwick, Inc. Litigation
c/o Strategic Claims Services

P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by _____, 2015 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST

- Please be sure to sign this Proof of Claim on page _____. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim or any supporting documents.
- If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.