

**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,**

Adv. Pro. No. 15-03384-KLP

PLAINTIFFS,

v.

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

DEFENDANTS

**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 \$0.94 per share of Tibet Stock for the 14,845,834 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.**
- As of October 13, 2015, the Debtor's estate has \$89,101.49 in it. The Debtor's estate may be increased by at least \$2.25 million as a result the settlement of an Adversary Proceeding in the Debtor's Bankruptcy Case involving Sterne Agee Group, Inc., Sterne Agee & Leach, Inc. and the Trust Company of Sterne Agee, Inc. (the "Sterne Agee Entities") (Adversary Proceeding No. 14-03175). In that case, the Trustee for the Debtor asserted that the Sterne Agee Entities were the successors-in-interest to the Debtor and liable for all of the Debtor's debts. The Trustee and the Sterne Agee Entities have reached a settlement in that Adversary Proceeding in which the Sterne Agee Entities would, among other things, pay \$2.25 million to the Debtor's estate and withdraw their proof of claims in the Debtor's bankruptcy case. The Bankruptcy Court entered an order approving that settlement on October 14, 2015 and the payment of the \$2.25 million to the Bankruptcy estate is contingent upon the final approval of this Settlement.
- 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 \$0.20 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 \$0.74 per share of Tibet Stock. This estimate is based on the assumptions set forth in the preceding paragraphs. Your actual recovery, if any, will vary depending on your purchase price and sale 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 JANUARY 11, 2016	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN JANUARY 5, 2016	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 JANUARY 15, 2016	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON FEBRUARY 4, 2016	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
P.O. Box 230
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, 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 all of the non-settling Defendants, except Sterne Agee Group, Inc.

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, settles the Securities Class Action Proof of Claim for an amount up to \$14,000,000.00, and resolves the legal question of whether the Trustee or the Lead Plaintiffs can bring successor liability claims against Sterne Agee Group, Inc. in favor of the Trustee.

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, Tibet’s predecessors and any persons who have separately filed actions against one or more of the 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, 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 to 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 \$.17 per share.¹

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 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 purchase 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

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.

any Released Parties, including Unknown Claims (as those terms are defined 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 **JANUARY 11, 2016**, to:

Anderson & Strudwick 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

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, 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, but specifically excluding L. McCarthy Downs who is currently 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, email contact information (if any), and your signature, along with an accurate list of all of your purchases and sales of Tibet Stock including the dates, number of shares, and the price paid or received. You must mail your exclusion request so that it is received no later than January 5, 2016, to:

Anderson & Strudwick Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 3
Media, PA 19063

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. It must also state all your grounds for the objection, including any legal support known to you or your counsel, the name, address, and telephone number of all counsel who represent you, including former or current counsel who may be entitled to compensation in connection with the objection, a statement confirming whether your counsel plans to appear at the Settlement Hearing along with their name, address, and telephone number, and the number of times you filed an objection in the previous five years and the nature of each objection to each case in which you filed an objection in the previous five years. Be sure to mail the objections to the three different places listed below, postmarked no later than **JANUARY 15, 2016** 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, 34 th Floor New York, NY 10016 <i>Class Counsel</i>	Vernon E. Inge, Jr., Esq. LECLAIRRYAN, A PROFESSIONAL CORPORATION 919 East Main Street, 24 th Floor Richmond, Virginia 23219 <i>Counsel for Bruce E. Robinson, Chapter 7 Trustee</i>
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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 **February 4, 2016 at 10:00 a.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: October 28, 2015.

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

Anderson & Strudwick 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: January 11, 2016

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 JANUARY 11, 2016 TO STRATEGIC CLAIM SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Anderson & Strudwick 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 JANUARY 11, 2016 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 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*).

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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 JANUARY 11, 2016 AND MUST BE MAILED TO:

Anderson & Strudwick 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 January 11, 2016 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 14. 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.

Anderson & Strudwick Litigation
c/o Strategic Claims Services
600 N Jackson Street – Suite 3
Media, PA 19063

IMPORTANT LEGAL DOCUMENT – PLEASE FORWARD