

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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

Plaintiffs,

vs.

TIBET PHARMACEUTICALS, INC, et al.

Defendants.

CASE No.: 14-CV-3620-JMV-JBC

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation”) dated May 31, 2016, is hereby submitted to the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, this Stipulation is entered into among Lead Plaintiffs and Class Representatives Obasi Investment Limited, Jude Shao, Robin Dartell, Lixin Wu, Jason Helton and Sean Carithers (collectively “Plaintiffs” or “Class Representatives”), on behalf of themselves and the class and Defendant Acquavella, Chiarelli, Shuster, Berkower & Co. LLP (“ACSB” or the “Settling Defendant,” and with Plaintiffs, the “Settling Parties”) by and through their respective counsel.

1. WHEREAS a class action complaint styled as *YANG v. Tibet Pharmaceuticals, Inc. et al*, Docket No. 1:12-cv-00054 (D.V.I. May 25, 2012), alleging violations of federal securities laws against Tibet Pharmaceuticals, Inc. (“Tibet”), and certain of its officers or directors (collectively, the “Tibet Defendants”) was filed in the United States District Court for the District of the Virgin Islands (the “District of the Virgin Islands”) on May 25, 2012 (the “Action”);

2. WHEREAS, by Order dated February 27, 2013, United States Magistrate Judge George W. Cannon, Jr. appointed the Obasi Group as Lead Plaintiffs;

3. WHEREAS, on May 1, 2013, Plaintiffs filed the Consolidated Amended Class Action Complaint (the “Complaint”) alleging: violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the “Securities Act”).

4. WHEREAS, by Order dated May 1, 2014, United States Magistrate Judge George W. Cannon, Jr. transferred the Action to the United States District Court for the District of New Jersey (the “District of New Jersey”).

5. WHEREAS, on May 15, 2014, Defendant L. McCarthy Downs (“Downs”) filed an involuntary petition against Tibet’s underwriter, Anderson & Strudwick, Inc. (“A&S”), under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) styled as *Anderson & Strudwick, Incorporated*, Docket No. 3:14-bk-32679 (Bankr. E.D. Va. May 15, 2014), and the case was stayed as to A&S and its alleged successor in interest, Sterne Agee Group, Inc. (“Sterne Agee”). On December 9, 2014, Plaintiffs filed a proof of claim in the Bankruptcy Action.

6. WHEREAS, on June 6, 2014, the District of New Jersey received the Transfer Order and the docket of the Action from the District of the Virgin Islands, and the Action was assigned to United States District Judge Faith S. Hochberg and Magistrate Judge Michael A. Hammer.

7. WHEREAS, on July 1, 2014, Defendant Hayden Zou (“Zou”) filed a motion to dismiss the Complaint.

8. WHEREAS, on July 7, 2014, Defendants ACSB, Sterne Agee, and Downs filed separate motions to dismiss the Complaint.

9. WHEREAS, on February 20, 2015, the District of New Jersey denied the motions to dismiss the Action filed by Defendants Zou, ACSB, Sterne Agee, and Downs.

10. WHEREAS, on March 17, 2015, the Action was reassigned to United States District Judge Madeline Cox Arleo and Magistrate Judge James B. Clark.

11. WHEREAS, on July 10, 2015 Lead Plaintiffs filed an Adversary Proceeding in the Bankruptcy Action against A&S and its trustee (“The Securities Class Action Adversary Proceeding”).

12. WHEREAS, on August 31, 2015, a Settlement was reached in the Securities Class Action Adversary Proceeding (the “Anderson & Strudwick Settlement”).

13. WHEREAS, on March 14, 2016 the Bankruptcy Court entered an order granting final approval of the Anderson & Strudwick Settlement.

14. WHEREAS, by Order dated February 22, 2016, Judge Madeline Cox Arleo granted Plaintiffs’ motion for certification of the Settlement Class (as defined below) and appointed Obasi Investment Limited, Jude Shao, Robin Dartell, Lixin Wu, Jason Helton and Sean Carithers as class representatives and The Rosen Law Firm, P.A. as Lead Class Counsel (“Plaintiffs’ Counsel” or “Class Counsel”).

15. WHEREAS, on February 25, 2016, the Action was reassigned to United States District Judge John Michael Vazquez and Magistrate Judge James B. Clark.

16. WHEREAS, there is a action pending in the United States District Court for the District of New Jersey entitled *P. Van Hove BVBA, et al. v. Universal Travel Group, Inc., et al. (In re Universal Travel Group)*, case no. 2:11-cv-2164 (KM)(MCA), in which ACSB and some of its former partners are defendants and/or potential defendants.

17. WHEREAS, in recognition of the inherent risks and costs of continued litigation and the benefits of resolving this litigation, the Settling Parties desire to settle and resolve any and all actual or potential claims by, between, or among Plaintiffs, on the one hand, and the Settling Defendant, on the other hand, arising out of or relating to the subject matter of this action (the “Litigation”);

18. WHEREAS, the Settling Defendant denies any wrongdoing whatsoever, and this Stipulation shall in no event be construed as, or be deemed to be evidence of, an admission or concession on the part of the Settling Defendant with respect to any actual or potential claim,

liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that the Settling Defendant has asserted. This Stipulation also shall not be construed as or be deemed to be a concession by the Plaintiffs of any infirmity in the claims asserted in the Litigation;

19. WHEREAS the Settling Parties wish to settle and compromise any dispute regarding the Litigation or its subject matter, including but not limited to whether the Litigation was filed by the Plaintiffs and defended by the Settling Defendant in good faith and with adequate basis in fact under Rule 11 of the Federal Rules of Civil Procedure, and agree that the Litigation is being voluntarily settled on advice of counsel, and that the terms of the Auditor Settlement (as defined below) are fair, adequate, and reasonable;

20. WHEREAS Plaintiffs' Counsel has conducted an investigation relating to the claims and the underlying events and transactions alleged in the Litigation and has analyzed the facts and the applicable law with respect to the claims of the Plaintiffs against the Settling Defendant and the potential defenses thereto, which in the Plaintiffs' judgment have provided an adequate and satisfactory basis for the evaluation of an agreement to settle, as described herein;

21. WHEREAS, Plaintiffs' Counsel and counsel for the Settling Defendant engaged in extensive arm's-length negotiations with each other, such negotiations bearing fruit in this Stipulation;

22. WHEREAS, based upon the investigation conducted by Plaintiffs' Counsel, Plaintiffs' Counsel has concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Plaintiffs, and in their best interests, and Plaintiffs have agreed to settle the claims asserted in the Litigation against the Settling Defendant pursuant to the terms and conditions of this Stipulation, after considering: (a) the substantial benefits that Plaintiffs will receive from settlement of the Litigation; (b) the attendant risks of litigation; and (c) the

desirability of permitting the Auditor Settlement to be consummated as provided by the terms of this Stipulation;

NOW THEREFORE, without any admission or concession on the part of the Plaintiffs of any lack of merit in the Litigation whatsoever, and without any admission or concession on the part of the Settling Defendant of any liability, wrongdoing, or lack of merit in the defenses asserted in the Litigation whatsoever,

It is hereby STIPULATED AND AGREED, by and among the Settling Parties, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Settling Parties hereto from the Auditor Settlement, that any and all claims made, or that could have been made, including all Settled Auditor Claims (as defined below), by Plaintiffs against the Released Party (as defined below) shall be compromised, settled, released, and dismissed with prejudice as provided in this Stipulation, to the extent as hereafter provided, without costs as to the Settling Parties, subject to the approval of the Court, upon and subject to the following terms and conditions:

A. CERTAIN DEFINITIONS

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

1. “Attorneys’ Fees and Expenses” means the portion of the Gross Settlement Fund approved by the Court for payment to Plaintiffs’ Counsel, including attorneys’ fees, costs, litigation expenses, and fees and expenses of experts (excluding Notice and Administration Expenses).
2. “Auditor Defendant” means ACSB.
3. “Auditor Settlement” means the settlement contemplated by this Stipulation.

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

5. “Award to Plaintiffs” means any award by the Court to 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).

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

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

8. “Court” means the United States District Court for the District of New Jersey.

9. “Effective Date” means the date on which all of the conditions set forth below in paragraph K.1. shall have been satisfied and 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: (a) 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 (b) 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.

10. “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 the Plaintiffs and the Settlement Class until the Effective Date of the Settlement.

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

12. “Gross Settlement Fund” means the Settlement Amount plus all interest earned thereon.

13. “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 Plaintiffs; and (v) other fees and expenses authorized by the Court.

14. “Notice and Administration Account” means the account to be established from the Gross Settlement Fund and maintained by Plaintiffs’ Counsel. The Notice and Administration Account may be drawn upon by Plaintiffs’ Counsel for Notice and Administration Expenses without further order of the Court.

15. “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, 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.

16. “Notice of Pendency” means the Notice of Pendency and Settlement of Class Action concerning the Auditor Settlement, which shall be substantially in the form attached hereto as Exhibit A-1.

17. “Order and Final Judgment” means the order and judgment entered by the Court.
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 Obasi Investment Limited, Jude Shao, Robin Dartell, Lixin Wu, Jason Helton, and Sean Carithers.
20. “Plaintiffs’ Counsel” means The Rosen Law Firm, P.A.
21. “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 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 Stipulation and the Released Party shall have no liability with respect thereto.
22. “Released Party” means ACSB and any of its current, former, or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, trustees, insurers (and their 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, agents and representatives), reinsurers, advisors, accountants, associates, and/or any other

individual or entity in which ACSB has or had a controlling interest or which is or was related to or affiliated with ACSB, and the current, former, and future legal representatives, heirs, successors-in-interest, or assigns of ACSB. The Auditor Settlement does not release: Tibet Pharmaceuticals, Inc. (“Tibet”), L. McCarthy Downs, III (“Downs”), Hayden Zou (“Zou”), Youhang Peng (“Peng”) Taylor S. Guo (“Guo”) Sabrina Y. Ren (“Ren”) Wenbo Chen (“Chen”) Solomon Chen (“Chen”) or any other officer, director or board observer of Tibet.

23. “Settled Auditor 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 Litigation by the Plaintiffs and/or Settlement Class Members or any of them against any the Released Party, including, without limitation, all statements made by the Auditor Defendant that Plaintiffs allege in the Litigation were false or misleading, or any of the alleged acts, omissions, representations, facts, events, matters, transactions, or occurrences asserted in the Litigation that relate to the Released Party, or otherwise alleged, asserted, or contended in the Litigation, in relation to the Released Party; or (ii) that relate to the purchase, acquisition, sale or disposition of Tibet common stock and are asserted against the Released Party, including, without limitation, claims for fraud, negligent misrepresentation, or claims based upon or related in any way to the purchase, acquisition, sale or disposition of Tibet common stock during the Settlement Class Period by the Plaintiffs and/or Settlement Class

Members, their heirs, executors, administrators, successors, and assigns against the Released Party; provided, however, that Settled Auditor Claims do not include any pending shareholder derivative litigation. Settled Auditor Claims also include any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Litigation against the Released Party (including Unknown Claims that arise out of, relate to, or are in connection with the Auditor Settlement or resolution of the Litigation against the Released Party), except claims to enforce any of the terms of this Stipulation.

24. “Settled Auditor Defendant’s 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 Litigation by the Auditor Defendant or its successors and assigns, against any of the Plaintiffs or any of their attorneys, and (ii) arise out of or relate in any way to the institution, prosecution, or Settlement of this Litigation or the Settled Claims, including but not limited to all claims for malicious prosecution or sanctions. “Settled Auditor Defendant’s Claims” do not include claims to enforce any of the terms of this Stipulation.

25. “Settlement Class” and “Settlement Class Members” mean, for purposes of this Settlement, all persons who purchased or otherwise acquired the common stock of Tibet in Tibet’s Initial Public Offering (“IPO”) on January 24, 2011 or purchased Tibet stock thereafter in the stock market pursuant, and/or traceable to, Tibet’s Registration Statement and Prospectus issued in connection with the IPO during the period from January 24, 2011 to April 3, 2012, both dates inclusive, and who were allegedly damaged thereby. Excluded from the Settlement Class are:

- a. Tibet, Downs, SAG, Zou, Peng, Anderson & Strudwick and ACSB and all present and former officers and/or directors of Tibet (the “Immediate Excluded Persons”), and the members of the Immediate Excluded Persons’ immediate families and their heirs, successors and assigns, any person, firm, trust, corporation, officer, director, or other individual or entity in which any excluded person has a controlling interest or which is related to or affiliated with any of the excluded persons, and all such Immediate Excluded Persons’ successors-in-interest or assigns;
- b. Those persons who file valid and timely requests for exclusion in accordance with the Court’s Order Preliminarily Approving Settlement and Providing For Notice (“Preliminary Approval Order”) concerning this Stipulation as set forth in Exhibit A.

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

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

28. “Settlement Amount” means a fund in the amount of \$2,075,000 (Two Million Seventy Five Thousand Dollars).

29. “Settlement Hearing” means the final hearing to be held by the Court to determine: (1) whether the proposed Auditor Settlement should be approved as fair, reasonable, and adequate; (2) whether all Settled Claims and Settled Auditor Claims should be dismissed

with prejudice; (3) whether an order approving the Auditor Settlement should be entered thereon; (4) whether the allocation of the Settlement Fund should be approved; and (5) whether the application for an award of Attorneys' Fees and Expenses and an Award to Plaintiffs should be approved.

30. "Settling Defendant" means ACSB.

31. "Settling Defendant's Counsel" means the law firm Wilson Elser Moskowitz Edelman & Dicker LLP.

32. "Summary Notice" means the summary notice of the Auditor Settlement, to be published as set forth in the Preliminary Approval Order, which shall be substantially in the form attached hereto as Exhibit A-2.

33. "UTG Auditor Settlement" means the settlement between ASBC, *inter alia* and Lead Plaintiffs P. Van Hove BVBA, Pascal Van Hove GCV, John Thollon, Michael Zabinski, Jean Doyle, and Mark Larosa in a putative class action entitled *Snellink v. Universal Travel Group, Inc.*, Case No. 11-cv-2164-KSH-PS pending in the United States District Court for the District of New Jersey.

34. "Unknown Claims" means (a) any Settled Auditor Claim that the 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 Party, 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 Auditor Settlement, provided such claim arises out of or relates to the purchase or sale of Tibet securities, and (b) any Auditor Defendant's Claims that the Auditor Defendant does not know or expect to exist in its favor, which if known it might have affected its decision(s) with respect to the Auditor Settlement. With respect to any and all Settled Auditor Claims and

Settled Auditor Defendant's 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 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 Stipulation shall be in full and final disposition of the Litigation and any and all Settled Auditor Claims as against the Released Party and any and all Settled Auditor Defendant's Claims as against the Plaintiffs, the Settlement Class Members, and their attorneys.

2. Pursuant to the Order and Final Judgment, upon the Effective Date of this Auditor 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 Auditor Claim, release and forever relinquish and discharge, and shall forever be enjoined from prosecuting, all Settled Auditor Claims and any and all claims arising out of, relating to, or in connection with the Auditor Settlement, the Litigation (as to the Released Party), or the resolution of the

Litigation against the Released Party, whether or not such Settlement Class Member executes and delivers the Proof of Claim and Release, except claims to enforce any of the terms of this Stipulation. 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 any claim or action against the Released Party that: (i) arises out of or relates to the purchase or sale of Tibet securities, or (ii) that could have been alleged, asserted, or contended in any forum by the Settlement Class Members or any of them against the Released Party, arising out of or relating to the purchase or sale of Tibet securities, and shall forever be enjoined from commencing, instituting, or prosecuting any such claim against the Released Party, so long as such claim relates to the purchase or sale of Tibet securities.

3. The Proof of Claim and Release to be executed by the Settlement Class Members to participate in this Auditor Settlement shall be substantially in the form and content contained in Exhibit A-3 to the Preliminary Approval Order attached hereto as Exhibit A.

4. Pursuant to the Order and Final Judgment, upon the Effective Date of this Settlement, the Settling Defendant shall release and forever discharge each and every one of the Settled Defendant's Claims, and shall forever be enjoined from prosecuting the Settled Defendant's Claims as against the Plaintiffs, Settlement Class Members, or their attorneys, including but not limited to claims for malicious prosecution or sanctions.

C. THE SETTLEMENT CONSIDERATION

1. Subject to the terms of this Stipulation, the Settlement Amount shall be paid by the Settling Defendant or its insurer into the Escrow Account within ten (10) business days after the Court issues the Preliminary Approval Order.

2. 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 Stipulation; (ii) Attorneys' Fees and Expenses authorized by the Court; (iii) any Award to 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 Claimants in accordance with this Stipulation.

3. Any sums required to be held in escrow hereunder shall be held by the Escrow Agent for the benefit of the Plaintiffs and the Settlement Class until the Effective Date. Until the date the Order and Final Judgment is entered, all payments made from the Settlement Fund shall require the signature of an authorized representative of both the Escrow Agent and Defendant's counsel. After the Order and Final Judgment is entered, payments made from the Settlement Fund shall require only the signature of an authorized representative of the Escrow Agent and shall not require the signature of Defendant's counsel's authorized representative. 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 Stipulation and/or further order of the Court. Other than amounts disbursed for providing notice to the Settlement Class, customary administration costs, and Taxes and Tax Expenses, and the Attorneys Fees and Expenses (which shall be paid to Plaintiffs' Counsel within two business days after the Court executes an order awarding such fees and expenses), the Settlement Fund shall not be distributed until the Effective Date. The Escrow Agent shall not disburse the Gross Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon Order of the Court.

4. The Escrow Agent shall invest any funds in excess of \$150,000 in short-term United States Treasury Securities (or a mutual fund invested solely in such instruments), and shall collect and reinvest all interest accrued thereon. Any funds held in escrow in an amount of less than \$150,000 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.

5. The Notice and Administration Expenses shall be paid equally from the Gross Settlement Fund established by this Auditor Settlement and the Gross Settlement Fund. In order to pay Notice and Administration Expenses, \$100,000 (One Hundred Thousand Dollars) shall be withdrawn from the Gross Settlement Fund and deposited into a Notice and Administration Account upon the entry of the Preliminary Approval Order. Any monies from the Notice and Administration Fund that remain after administration shall be returned to the Net Settlement Fund. The Notice and Administration Account shall be administered solely by the Escrow Agent. Any taxes or other expenses incurred in connection with the Notice and Administration Account shall be paid from the Notice and Administration Account or from the remainder of the Gross Settlement Fund. The Released Party shall not have any obligation for payment of taxes or other expenses associated with the Notice and Administration Account. Notice and Administration Expenses in excess of \$100,000 (One Hundred Thousand Dollars) shall not be paid out of the Gross Settlement Fund until after the Effective Date. In no event shall an amount more than the Settlement Amount be paid for Notice and Administration Expenses, and in no event shall the Released Party be responsible to pay any amount for Notice and Administration Expenses.

6. The Settling Parties 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.

7. After the Effective Date, the Released Party shall have no interest in the Gross Settlement Fund or in the Net Settlement Fund. The Released Party shall not be liable for the loss of any portion of the 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.

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

1. The Claims Administrator shall administer and calculate the claims that shall be allowed and oversee distribution of the Net Settlement Fund, under the supervision of Plaintiffs' Counsel, and subject to appeal to, and jurisdiction of, the Court. The Released Party 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 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. To the extent not paid from the Notice and Administration Account, to 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 Proofs of Claim, processing requests for exclusion, escrow fees and costs, and any applicable taxes;

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

c. After the Claims Administrator calculates the recognized losses of each Authorized Claimant, Plaintiffs' Counsel shall file a motion for distribution of the Settlement Fund with the Court listing each Authorized Claimant, the amount of each claim that Plaintiffs' Counsel believes should be allocated and distributed to each such Authorized Claimant, accounting for all Notice and Administration Expenses, and requesting Court approval to distribute the Settlement Fund to the Authorized Claimants and pay any further Notice and Administration expenses.

3. Each Settlement Class Member wishing to participate in this Auditor Settlement shall be required to submit a Proof of Claim and Release (in substantially the form set forth in Exhibit A-3 hereto, which inter alia releases all Settled Claims against the Released Party), signed under penalty of perjury by the beneficial owner(s) of the securities that are the subject of the 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 Proof of Claim and Release, except that all Persons who submitted proofs of claim in connection with the Anderson & Strudwick Settlement shall not be required to resubmit proofs of claim.

4. All 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 Proof of Claim within such period as shall be authorized by the Court shall be forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement Fund (unless Plaintiffs' Counsel in its discretion deems such late filing to be a formal or technical defect, or unless by Order of the Court a later submitted Proof of Claim by such Settlement Class Member is approved), but will in all other

respects be subject to the provisions of this Stipulation and Order and Final Judgment, including, without limitation, the release of the Settled Claims. Provided that it is received before the motion for the Settlement Class Distribution Order is filed, a 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 Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

5. Each Proof of Claim shall be submitted to the Claims Administrator who shall determine, under the supervision of Plaintiffs' Counsel, in accordance with this Stipulation 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. Plaintiffs' Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Proofs of Claim filed, where doing so is in the interest of achieving substantial justice.

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

8. If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required by paragraph D.7. above, serve upon the Claims Administrator a notice and statement of reasons indicating the 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, Plaintiffs' Counsel shall thereafter present the request for review to the Court.

9. The administrative determination of the Claims Administrator accepting and rejecting claims shall be presented to the Court for approval by the Court in the Settlement Class Distribution Order.

10. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the 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 Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. No discovery shall be allowed on the merits of the Litigation or Settlement in connection with processing of the Proofs of Claim.

11. Payment pursuant to this Stipulation 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 Litigation and the releases provided for herein, and will be barred from bringing any action against the Released Party 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 Stipulation 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 Claimants by the Claims Administrator upon application to the Court by 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 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 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 six (6) months 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 redistribution, to Settlement Class Members who have cashed their checks and who would receive at least \$10.00 from such re-distribution. If after six months after such re-distribution any

funds shall remain in the Net Settlement Fund, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Plaintiffs' Counsel.

15. Before the Effective Date, 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.

E. TAX TREATMENT

1. The 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 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 Plaintiffs' Counsel. Plaintiffs' Counsel 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 E.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 E.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 Settling Defendant 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 Party shall have no liability for Taxes or the Tax Expenses, and Plaintiffs and Plaintiffs’ Counsel agree to indemnify and hold the Released Party 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 the Settlement Class Members 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(1)(2)). The Released Party shall have no responsibility or liability therefor. 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.

F. ALLOCATION OF NET SETTLEMENT FUND

1. The Plan of Allocation is based upon 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. Settling Defendant does not and shall not take any position as to the proposed Plan of Allocation.

3. The Released Party 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. Settling Defendant shall have no involvement in the solicitation of, or review of Proofs of Claim, or involvement in the administration process itself, which shall be conducted by the Claims Administrator in accordance with this Stipulation and the Order and Final Judgment to be entered by the Court. No Claimant or Authorized Claimant shall have any claim against the Released Party or their counsel based on, or in any way relating to, the distributions from either the Gross Settlement Fund or the Net Settlement Fund.

5. No Authorized Claimant shall have any claim against Plaintiffs' Counsel or the Claims 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 Stipulation 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.

G. OBLIGATIONS OF AND LIMITATIONS OF LIABILITY OF ESCROW AGENT

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

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

1. Plaintiffs' Counsel intends to submit an application to the Court, on notice to counsel for Settling Defendant, for the payment of Attorneys' Fees and Expenses, including: (i) an award of attorneys' fees up to one-third of the Settlement Amount; (ii) reimbursement of litigation costs and expenses, plus interest, including fees and expenses of experts, incurred in connection with the prosecution of the Litigation; and (iii) an Award to Plaintiffs (for reimbursement of time and expenses).

2. Any Attorneys' Fees and Costs and Award to Plaintiffs awarded by the Court shall be paid from the Gross Settlement Fund two (2) business days following entry of an order approving the Attorneys' Fees and Costs and Award to Plaintiffs. 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 Settling Defendant's Counsel or from a court of appropriate jurisdiction, 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. Plaintiffs' Counsel as a condition of receiving 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.

3. The Settling Defendant shall take no position on any application concerning Plaintiffs' Counsel's request or award of attorneys' fees and reimbursement of expenses, or Award to Plaintiffs.

4. It is agreed that the procedure for and the allowance or disallowance by the Court of any applications by Plaintiffs' Counsel for Attorneys' Fees and Expenses, including fees for experts and consultants to be paid out of the Gross Settlement Fund, and any order or proceeding relating thereto, shall not operate to terminate or cancel this Stipulation or affect its finality, and shall have no effect on the terms of this Stipulation or on the enforceability of this Settlement.

I. THE PRELIMINARY APPROVAL ORDER

1. Promptly after execution of this Stipulation, Settling Defendant and Plaintiffs shall submit the Stipulation together with its exhibits to the Court and shall jointly apply for entry of a Preliminary Approval Order in connection with settlement proceedings in this Auditor Settlement substantially in the form annexed hereto as Exhibit A, providing for, among other things, preliminary approval of the Auditor Settlement and notice to the Settlement Class of the Settlement Hearing. 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, Exhibit A-1 to the Preliminary Approval Order; (ii) the 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).

2. The Released Party is not liable or responsible for the method of, or representations made in, the Notice or the Summary Notice.

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

1. The Settling Defendant and Plaintiffs shall seek to have the Court enter an Order and Final Judgment substantially in the form of Exhibit B hereto disposing of this Litigation as to the Settling Defendant in its entirety.

K. 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 the Preliminary Approval Order in all material respects, as required by paragraph I. above;

b. The Court shall finally approve the UTG Auditor Settlement (as a matter of clarity, this settlement, as is the UTG Auditor Settlement, is contingent on both cases reaching final settlement approval as to the Auditor Defendants)

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

d. The Court shall enter the Order and Final Judgment in all material respects, as required by paragraph J. 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 Settlement Amount shall have been paid, as set forth in paragraph C.1. above;

2. Upon occurrence of ALL of the events referenced in paragraph K.1. above, 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 Party from and with respect to the Settled Claims, whether or not such members of the Settlement Class execute and deliver a Proof of Claim.

3. Upon occurrence of ALL of the events referenced in paragraph K.1. above, the obligation of the Escrow Agent to return funds from the Gross Settlement Fund to Settling Defendant pursuant to paragraph L.4. or any other provision hereof shall be absolutely and forever extinguished.

4. Notwithstanding anything in this Stipulation, the Effective Date (and the effectiveness of the Settlement) does not depend in any way upon the resolution of any orders, proceedings, rulings, consideration, appeals or other matters solely concerning, relating to, based upon or arising out of: (a) Court approval of the Plan of Allocation; (b) any application for an award of attorneys' fees or reimbursement of Litigation Expenses to Plaintiffs' Counsel; and/or (c) any Reimbursement Award.

L. RIGHTS OF TERMINATION AND EFFECTS THEREOF

1. Settling Defendant and the Plaintiffs shall each have the right to terminate the Settlement and this Stipulation 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 Stipulation 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 J. 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;

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 prior to the Settlement Hearing, (i) Persons who otherwise would be Settlement Class Members have filed with the Court valid and timely requests for exclusion (“Requests for Exclusion”) from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the notice given pursuant thereto, and such Persons in the aggregate purchased stock during the Settlement Class Period in an amount greater than the amounts specified in a separate Supplemental Agreement between the parties (the “Supplemental Agreement”), or (ii) Persons file lawsuits alleging fraud in connection with the purchase of more than the number of Tibet shares specified in the Supplemental Agreement, then Settling Defendant shall have the option to terminate this Stipulation and Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Agreement (“Opt-out Termination Option”). The Supplemental Agreement shall not be filed with the Court unless and until a dispute among the parties concerning its interpretation or application arises. Copies of all Requests for Exclusion received, together with copies of all written revocations of Requests for

Exclusion, shall be delivered to the Settling Defendant no later than fourteen (14) days prior to the Settlement Hearing. The required procedure for and consequences of exercising an Opt-out Termination Option are as follows:

a. To exercise the Opt-out Termination Option, Settling Defendant must serve written notice, signed by its counsel, upon counsel for the other Settling Parties, not less than seven (7) days before the Settlement Hearing;

b. If Settling Defendant exercises the Opt-out Termination Option as provided herein, this Stipulation shall be null and void, and the provisions of paragraph L. hereof shall apply.

3. If the Gross Settlement Amount payable pursuant to paragraph C.1. of this Stipulation is not paid timely, then Plaintiffs, in their sole discretion, may elect, at any time prior to the Court's entering the Order and Final Judgment, (a) to terminate the Settlement by providing written notice to the Settling Defendant; or (b) to enforce the terms of the Settlement and this Stipulation and seek a judgment effecting the terms herein.

4. Upon termination of the Stipulation pursuant to the terms of the Stipulation, the Escrow Agent shall refund the Gross Settlement Fund, less amounts already expended for notice to the Settlement Class pursuant to the terms of the Stipulation, to Settling Defendant within ten (10) business days thereafter (the "Returned Settlement Amount").

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

6. If this Stipulation is terminated pursuant to its terms, all of the Settling Parties shall be deemed to have reverted to their respective status prior to the execution of this Stipulation, and they shall proceed in all respects as if this Stipulation 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 Litigation, and shall revert to their respective positions in the Litigation, except that the provisions of paragraphs E.1.-3., G., L.5.-7., M.10.-11., and M.13. shall survive termination.

7. No order of the Court or modification or reversal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, and expenses awarded by the Court shall constitute grounds for cancellation or termination of the Stipulation.

M. MISCELLANEOUS PROVISIONS

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

2. The Settling Parties acknowledge and warrant as follows:

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

b. By executing this Stipulation, each of the Settling Parties represents that they have the right, legal capacity, power and authority to enter into this Stipulation and to perform their obligations hereunder, without the consent, approval, or authorization of any person, board, entity, tribunal, or other regulatory or governmental authority;

c. By executing this Stipulation, each of the Settling Parties represents that the execution and delivery of this Stipulation and the performance of each and every obligation in this Stipulation 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 Stipulation, 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, nonmonetary, or injunctive relief known or suspected to exist against them that would affect this Stipulation or their ability to enter into, execute or perform each and every obligation in this Stipulation;

e. By executing this Stipulation, 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 Stipulation except as expressly provided herein;

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

g. By executing this Stipulation, each of the Settling Parties represents that this Stipulation 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 Stipulation, each of the Settling Parties represents that they have had the opportunity to be represented by counsel of their choice that is duly licensed to practice in the State of New Jersey throughout the negotiations which preceded the execution of this Stipulation and in connection with the preparation and execution of this Stipulation; and

i. By executing this Stipulation, each of the Settling Parties represents that they have been afforded sufficient time and opportunity to review this Stipulation 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. No amendment or modification of this Stipulation shall be effective unless in writing and signed by the Settling Parties or their successors-in-interest.

5. This Stipulation, and the exhibits attached hereto, constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Settling Party concerning this Stipulation 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. Plaintiffs' Counsel's Attorneys' Fees and Expenses, subject to Court approval, shall be paid only out of the Gross Settlement Fund, and the Released Party shall have no obligation with respect to the payment of said Attorneys' Fees and Expenses.

7. 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 Stipulation to effectuate its terms and is also expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class.

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

9. This Stipulation 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 Stipulation, and a complete set of executed counterparts of this Stipulation shall be filed with the Court.

10. This Stipulation 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 Stipulation and all exhibits hereto shall be governed and interpreted according to the laws of the State of New Jersey 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 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 Stipulation, the applicability of this Stipulation, or the enforcement of this Stipulation. The administration and consummation of the Settlement as embodied in this Stipulation 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 Plaintiffs' Counsel, Awards to Lead Plaintiffs, and enforcing the terms of this Stipulation.

13. None of the Settling Parties shall be considered to be the drafter of this Stipulation 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 Stipulation, all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

14. Neither this Stipulation, nor the fact of the Settlement, is an admission or concession by the Settling Defendant of any liability or wrongdoing whatsoever. This Stipulation shall not constitute a finding of the validity or invalidity of any claims in the Litigation or of any wrongdoing by the Settling Defendant named herein. This Stipulation, the fact of settlement, the settlement proceedings, the settlement negotiations, and any related documents, shall not be used or construed as an admission of any fault, liability, or wrongdoing by any person or entity.

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 Party 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 Litigation was brought by Plaintiffs or defended by Settling Defendant 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 Litigation. 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.

16. The headings in this Stipulation 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 Stipulation in any way.

17. The waiver of one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other breach of this Stipulation. The provisions of this Stipulation 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 Stipulation shall operate as a waiver thereof or of any other right, remedy, power, or privilege of such Settling Party under this Stipulation; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Stipulation on the part of any Settling Party operate as a waiver thereof or of any other right, remedy, power, or privilege of such Settling Party under this Stipulation, 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 Stipulation shall cause any Settling Party to be the agent or legal representative of another Settling Party for any purpose whatsoever, nor shall this Stipulation 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 any other Settling Party, nor shall any Settling Party be in any way liable for any debt of another Settling Party as a result of this Stipulation 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 Stipulation to be executed, by their duly authorized attorneys, as of the day and year first above written.

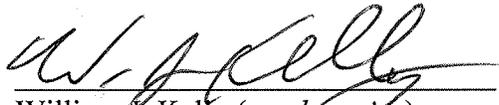
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EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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

Plaintiffs,

vs.

TIBET PHARMACEUTICALS, INC, et al.

Defendants.

CASE No.: 14-CV-3620-JMV-JBC

**[PROPOSED] ORDER PRELIMINARILY APPROVING PARTIAL SETTLEMENT
AND PROVIDING FOR NOTICE**

WHEREAS, Lead Plaintiffs and Class Representatives Obasi Investment Limited, Jude Shao, Robin Dartell, Lixin Wu, Jason Helton and Sean Carithers (collectively “Plaintiffs” or “Class Representatives”), on behalf of themselves and the class and Defendant Acquavella, Chiarelli, Shuster, Berkower & Co. LLP (“ACSB” or the “Settling Defendant,” and with Plaintiffs, the “Settling Parties”) have agreed to settlement of all claims asserted in this Action against the Settling Defendant;

WHEREAS, the Settlement was entered into through a Stipulation of Settlement, dated May 31, 2016 (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed Settlement of the claims alleged in the Complaint filed in the Litigation on the merits and with prejudice; and

WHEREAS, the Court having read and considered the Stipulation, the proposed “Notice of Pendency of Class Action and Proposed Settlement” (“Notice”), the proposed “Summary Notice of Pendency of Class Action and Proposed Settlement” (“Summary Notice”), the

proposed Plan of Allocation of the Net Settlement Fund among Settlement Class Members, the proposed form of the Proof of Claim and Release (“Proof of Claim”), the proposed form of Order and Final Judgment, and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, 201_,
that:

1. Unless indicated otherwise, capitalized terms used herein have the same meanings defined in the Stipulation.

2. Pursuant to the Court’s Order dated February 22, 2016 (Dkt. No. 184) the Action was certified as a class action on behalf of all persons or entities that purchased the common stock of Tibet in the Company’s Initial Public Offering on January 24, 2011 or purchased Tibet stock thereafter in the stock market pursuant and/or traceable to Tibet’s Registration Statement and Prospectus issued in connection with the IPO during the period from January 24, 2011 to April 3, 2012, inclusive, excluding Tibet, the Defendants, members of the Defendants’ families, any entity in which the Defendants and/or Tibet have a controlling interest or are a parent or subsidiary of, or which is controlled by Tibet, and the present and former officers, directors, employees, affiliates, legal representative, heirs, predecessor, successors, and assigns of Defendant and/or Tibet (the “Class”).

3. Pursuant to this Order, additionally excluded from the Class are those persons who file valid and timely requests for exclusion in accordance with this Order.

4. The Court hereby preliminarily approves the Settlement, subject to further consideration at a hearing (the “Settlement Hearing”) pursuant to Federal Rule of Civil

Procedure 23(e), which is hereby scheduled to be held before the Court on _____20__ at
__:__ .m. for the following purposes:

- a. to finally determine whether the Action satisfies the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and (b);
- b. to finally determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to finally determine whether the Order and Final Judgment as provided under the Stipulation should be entered, dismissing the Action as to the Settling Defendant on the merits and with prejudice, and to determine whether the release by the Settlement Class of the Released Party as set forth in the Stipulation, should be ordered, along with a permanent injunction barring efforts to bring any claims extinguished by the release;
- d. 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;
- e. to consider the application of Plaintiffs' Counsel for an award of Attorneys' Fees and Expenses and an Awards to Plaintiffs;
- f. to consider any Settlement Class Members' objections to the Settlement, whether submitted previously in writing or presented orally at the Final Settlement Hearing by Settlement Class Members (or by counsel on their behalf); and

g. to rule upon such other matters as the Court may deem appropriate.

5. 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 Complaint as to the Settling Defendant, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded any Attorneys' Fees and Expenses or Award to Plaintiffs.

6. The Court reserves the right to approve the Settlement with such modifications as may be agreed upon or consented to by the Settling Parties and without further notice to the Settlement Class where to do so would not impair Settlement Class Members' rights in a manner inconsistent with Rule 23 and due process of law.

7. The Court approves the form, substance and requirements of (a) the Notice, (b) the Summary Notice and (c) the Proof of Claim, all of which are exhibits to the Stipulation.

8. Class Counsel has the authority to enter into the Stipulation 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 Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

9. Any Settlement Class Member may enter an appearance in the Action at his, her or its own expense, individually or through counsel of his, her or its own choice. Settlement Class Members who do not enter appearances shall be represented by Class Counsel. Any Settlement Class Member who anticipates the need and wishes to appeal any aspect of the Stipulation or Settlement should formally move to intervene as a party under Rule 24 of the Federal Rules of Civil Procedure.

10. Strategic Claims Services is approved as the Claims Administrator for the Settlement.

11. Class Counsel, through the Claims Administrator, shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within fourteen calendar days of the entry of this Order, to all Settlement Class Members who can be identified with reasonable effort by the Claims Administrator.

12. Plaintiffs' Counsel are authorized to establish a Notice and Administration Account (as defined in the Stipulation) of \$100,000 (One Hundred Thousand Dollars), to be used for reasonable out-of-pocket costs in connection with providing notice of the Settlement to the Settlement Class and for other reasonable out-of-pocket administrative expenses. After the Effective Date, additional amounts may be transferred from the Settlement Fund to the Notice and Administration Account.

13. Class Counsel shall, at or before the Settlement Hearing, serve upon Settling Defendant's Counsel, and file with the Court, proof of mailing of the Notice and Proof of Claim, both to Settlement Class Members and to nominees.

14. Class 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 fourteen calendar days after the entry of this Order. Class Counsel shall, at or before the Settlement Hearing, serve upon Settling Defendant's Counsel and file with the Court proof of publication of the Summary Notice.

15. The forms and methods set forth herein of notifying the Settlement Class of the Settlement 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.

16. 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. Settlement Class Members who submitted a valid and timely proof of claim and release form in the settlement with Anderson & Strudwick Inc., which was approved by the United States Bankruptcy Court for the Eastern District of Virginia on March 14, 2016 (the “Anderson & Strudwick Settlement”) do not need to submit another proof of claim and release form and will automatically be eligible for a recovery in this Settlement;
- b. Settlement Class Members who did not submit a valid and timely proof of claim and release form in the Anderson & Strudwick Settlement must submit a properly completed and executed Proof of Claim to the Claims Administrator, at the Post Office Box indicated in the Notice, and received no later than sixty (60) calendar days from the date of this Order. Such deadline may be further extended by Order of the Court. Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first-class mail) provided such Proof

of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

- c. The 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 Plaintiffs' Counsel; (iii) if the person executing the 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 Proof of Claim; and (iv) the 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.
- d. Once the Claims Administrator has considered a timely-submitted 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 Proof of Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least seven (7) calendar days) to cure such deficiency if it shall appear that such deficiency may be cured.

- e. For the filing of and all determinations concerning their Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court.

17. All Settlement Class Members who did not submit valid and timely Proof of Claim in the Anderson & Strudwick Settlement and who do not submit valid and timely Proofs of Claim in connection with this Settlement 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.

18. Settlement Class Members shall be bound by all determinations and judgments in the Litigation, 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 make such request shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is received no later than twenty one (21) calendar days prior to the Final Settlement Hearing or _____2016, to the addresses listed in the Notice. Such request for exclusion shall clearly indicate the name and address and phone number and e-mail contact information (if any) of the person seeking exclusion, state that the sender specifically requests to be excluded from the Class, and must be signed by such person. Such

persons requesting exclusion are also required to specify all their purchases and sales of Tibet common stock during the Class Period, including the date, number of shares and price of the shares purchased or sold and include account documentation substantiating such purchases and sales. 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. Class Counsel may contact any person or entity filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

19. Settlement Class Members requesting exclusion from the Settlement Class shall not be entitled to receive any payment out of the Net Settlement Fund.

20. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or the application for Attorneys' Fees and Expenses and any payment to Plaintiffs, only if such comments or objections and any supporting papers are served to be received at least fourteen (14) calendar days prior to the Settlement Hearing, upon each of the following:

COUNSEL FOR PLAINTIFFS AND THE CLASS:

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

COUNSEL FOR DEFENDANT ACQUAVELLA, CHIARELLI, SHUSTER & BERKOWER LLP:

William Kelly, Esq.
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
1133 Westchester Avenue
White Plains, NY 10604

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

District Court, Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Newark, NJ 07101. 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 or Award to Plaintiffs 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. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

21. Any Settlement 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, and/or the application for an award of Attorneys' Fees and Expenses and a payment to Plaintiffs.

22. 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 Settlement Class.

23. All papers in support of the Settlement, the Plan of Allocation and any application for Attorneys' Fees or Expenses or a payment to Plaintiffs shall be filed and served twenty eight (28) calendar days before the Settlement Hearing.

24. 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 Plaintiffs shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

25. Pending final determination of whether the Settlement 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.

26. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Plaintiffs regarding the merits of the claims made in the Action. Neither the Stipulation nor any of the terms and provisions of the Settlement set forth therein, nor any statements made, acts performed or documents executed in the negotiation of, pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or truth of any of the allegations in the Action or the validity of any of the Released Claims, or of any fault, wrongdoing or liability of any the Settling Defendant and its Related Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Settling Defendant and its Related Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

27. In the event the Settlement is not consummated pursuant to its terms, the Stipulation, except as otherwise provided therein, including any amendment(s) thereto, and this Order, shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or referred to in any action or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed before the execution of the Stipulation, pursuant to the terms of the Stipulation.

28. The Court retains exclusive and specific jurisdiction over the action to consider all further matters arising out of, or relating to, the Settlement, including by way of illustration and not limitation, any dispute concerning any Proof of Claim filed by any Settlement Class Member and any future requests by one or more of the Settling Parties that the Final Order and Judgment, the Release and/or the permanent injunction set forth in the Stipulation be enforced. Notwithstanding the foregoing, by entering into the Stipulation and Settlement, the Settling Parties shall not be deemed to have submitted generally to the jurisdiction of the Court or to the State of New Jersey or for any purpose other than as set forth in this paragraph.

Dated: _____, 201_

HON. JOHN MICHAEL VASQUEZ
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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:
ROBIN JOACHIM DARTELL, et al.,
Individually and on Behalf of All Others
Similarly Situated

Plaintiff,

VS.

TIBET PHARMACEUTICALS, INC., et al
Defendant.

:
:
:
:
:
:
**Civil Action No. 14-CV-3620-JMV-
JBC**

**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”)) PURSUANT AND/OR TRACEABLE TO TIBET’S REGISTRATION STATEMENT AND PROSPECTUS ISSUED IN CONNECTION WITH TIBET’S INITIAL PUBLIC OFFERING OF STOCK ON OR ABOUT 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 (THE “SETTLEMENT”).

Under law, a federal court has authorized this notice.

THIS NOTICE EXPLAINS IMPORTANT RIGHTS YOU MAY HAVE, INCLUDING YOUR POSSIBLE RECEIPT OF CASH FROM THE SETTLEMENT. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU DO OR DO NOT ACT.

ACCOMPANYING THIS NOTICE IS A PROOF OF CLAIM AND RELEASE (“PROOF

OF CLAIM” OR “CLAIM FORM”). IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL THE COMPLETED AND SIGNED CLAIM FORM BY FIRST-CLASS MAIL, *POSTMARKED NO LATER THAN _____, 2016* ADDRESSED TO THE CLAIMS ADMINISTRATOR AT:

Tibet Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

FOR THOSE CLASS MEMBERS WHO SUBMITTED A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE SETTLEMENT WITH ANDERSON & STRUDWICK, INC. WHICH WAS APPROVED BY THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA ON MARCH 14, 2016 (THE “ANDERSON & STRUDWICK SETTLEMENT”), THAT PROOF OF CLAIM AND RELEASE FORM WILL SERVE AS YOUR PROOF OF CLAIM AND RELEASE FORM IN THIS SETTLEMENT AND YOU ARE AUTOMATICALLY ELIGIBLE FOR A RECOVERY IN THIS SETTLEMENT WITHOUT NEEDING TO SUBMIT ANOTHER PROOF OF CLAIM AND RELEASE FORM. YOU CAN CONTACT THE CLAIMS ADMINISTRATOR AT (866) 274-4004 TO FIND OUT IF YOU PREVIOUSLY SUBMITTED IN THE PREVIOUS SETTLEMENT AND WHETHER IT WAS VALID OR DEFICIENT.

FOR THOSE CLASS MEMBERS WHO DID NOT SUBMIT A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE ANDERSON & STRUDWICK SETTLEMENT TO RECOVER AS A CLASS MEMBER BASED ON YOUR CLAIM IN THE ACTION (THE “TIBET LITIGATION”) YOU MUST COMPLETE AND ON PAGE _____ HEREOF, SIGN THIS PROOF OF CLAIM AND RELEASE FORM AND SUBMIT THE REQUESTED DOCUMENTATION.

FOR THOSE CLAIMS MEMBERS WHO DID NOT SUBMIT A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE ANDERSON & STRUDWICK

**SETTLEMENT, SUBMITTING A PROOF OF CLAIM AND FORM IN THIS
SETTLEMENT DOES NOT ENTITLE YOU TO A RECOVERY IN THE ANDERSON &
STRUDWICK SETTLEMENT**

PLEASE READ THIS NOTICE CAREFULLY!

- If approved by the Court, the Settlement will provide \$2,075,000 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 represents an average recovery of \$0.14 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 and the total number and amount of claims filed.
- Attorneys for the Class Plaintiffs (“Plaintiffs’ Counsel”) intends to ask the Court to award them fees of not more than one third of the Settlement Amount or \$691,667 reimbursement of total litigation expenses of no more than \$150,000, and an award to the Class Plaintiffs not to exceed \$30,000 (or \$5,000 for each of the six Class Plaintiffs). Collectively, the attorneys’ fees and expenses are estimated to average \$0.058 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 Plaintiffs’ Counsel’s attorneys’ fees and expenses approved by the Court, is an average of \$0.081 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 sales price, and the number and amount of claims filed.
- The Settlement resolves the lawsuit concerning whether Tibet’s auditor Acquavella, Chiarelli, Shuster, Berkower & Co., LLP (“ACSB”) violated federal securities laws under the Securities Act by issuing false audit reports with respect to Tibet’s financial statements contained in the initial public offering prospectus for Tibet’s January 24, 2011 initial public offering (“IPO”) which misrepresented Tibet as financially sound and profitable company. Plaintiffs alleged that ACSB served as Tibet’s auditor and failed to conduct a proper audit of Tibet’s IPO financial statements which 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 ____, 2016	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN ____, 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 ____, 2016	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON ____, 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:

Tibet 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, 34 th Floor New York, New York 10016 Tel.: 212-686-1060 Fax: 212-202-3827 info@rosenlegal.com
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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. Tibet Pharmaceuticals, Inc. et al., Case No. 14-3620-JMV-JBC) the (“Tibet Class Action”) and the Court in charge of this case is the United States District Court for the District of New Jersey.

Defendants in the Tibet Class Action are Tibet Pharmaceuticals, Inc., Hong Yu, Taylor Guo, Sabrina Ren, Wenbo Chen, Youhang Peng, Solomon Chen, Hayden Zou and L. McCarthy Downs, III, Acquavella, Chiarelli, Shuster & Berkower, LLP (“Current Defendants”) and Sterne Agee Group, Inc. and Anderson & Strudwick, Inc. (“Settled Defendants”). This settlement only resolves the Tibet Class Action with respect to ACSB. The case is continuing on as to all of the Current Defendants except for ACSB. The Settled Defendants’ claims were resolved in connection with the Anderson & Strudwick Settlement.

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?

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

This matter has not gone to trial and the Court has not decided in favor of either Class Plaintiffs or ACSB. Instead, Plaintiffs, and ACSB has agreed to settle the Tibet Class Action. The Class Plaintiffs and Plaintiffs' Counsel believe the settlement is best for all Class Members because of the risks associated with continued litigation against ACSB.

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 \$2,075,000 (two million seventy-five thousand dollars) in cash plus interest earned from the time of funding of the Settlement through the time of distribution to Class Members. In particular, the Settlement will create a Settlement Fund to pay claims of investors who purchased or otherwise acquired the common stock of Tibet during the period from January 24, 2011 through and including April 3, 2012, inclusive, and who have been damaged thereby.

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 Class Representatives. 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; and (v) the amount awarded by the Court to Class Representatives and Class Counsel for attorneys' fees, costs, and expenses.

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

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.

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 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, 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?

If you wish to remain a Class Member and you did not submit a valid and timely Proof of Claim and Release Form in the Tibet Litigation you may be eligible to share in the proceeds of the Settlement, provided that you 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 ____, **2016**, to:

Tibet 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.”

If you do not know whether you submitted a valid and timely proof of claim in the Anderson & Strudwick Settlement, please contact the Claims Administrator at (866) 274-4004.

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 ACSB and any and all of ACSB’s former officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, trustees, insurers (including each of ACSB’s 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 ACSB. 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 Peng, and Solomon Chen. 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 ACSB 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. Tibet Pharmaceuticals, Inc. et al., Case No. 14-cv-3620-JMV-JBC. 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, so that it is received no later than _____, 2016, to:

Tibet 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 ACBS for the same thing later?

No. Unless you exclude yourself, you give up any right to sue ACSB 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 one third of the Settlement Fund or \$691,667, for reimbursement of reasonable litigation expenses not to exceed \$150,000 and an award to the Class Plaintiffs in an amount not to exceed \$30,000 each (\$5,000 to each of the Class 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 Darrell v. Tibet Pharmaceuticals, Inc., et al., Case No. 14-cv-3620-JMV-JBC.

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, received no later than ____, **2016** so the Court will consider your views:

<p>Clerk of the Court Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07101</p> <p><i>Clerk of the Court</i></p>	<p>Laurence M. Rosen, Esq. THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 34th Floor New York, NY 10016</p> <p><i>Class Counsel</i></p>	<p>William J. Kelly, Esq. WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP 1133 Westchester Avenue White Plains, NY 10604</p> <p><i>Counsel for Defendant ACSB</i></p>
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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 ____, **2016** at ____ **a.m.**, at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Newark, NJ 07101.

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 ACSB about the claims made in this case ever again.

DATED: _____, 2016.

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE DISTRICT OF
NEW JERSEY

EXHIBIT A-2

CLASS ACTION PROOF OF CLAIM AND RELEASE

Deadline for Submission: _____, 2016

THIS PROOF OF CLAIM IS ONLY TO BE USED BY CLAIMANTS WHO DID NOT SUBMIT A TIMELY CLAIM IN CONNECTION WITH THE PRIOR TIBET SETTLEMENT (THE “ANDERSON & STRUDWICK SETTLEMENT”). IF YOU DID SUBMIT A CLAIM IN CONNECTION WITH THE ANDERSON & STRUDWICK SETTLEMENT, PLEASE DO NOT DO SO AGAIN. YOU CAN CALL THE CLAIMS ADMINISTRATOR IF YOU ARE UNSURE.

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 OR ABOUT 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 AND DID NOT PREVIOUSLY SUBMIT A CLAIM IN THE PRIOR ANDERSON & STRUDWICK SETTLEMENT, 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 _____, 2016 TO STRATEGIC CLAIM SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Tibet 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 _____, 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.)

Did you previously submit a claim in the Anderson & Strudwick Settlement? Yes [] No []

II. SCHEDULE OF TRANSACTIONS IN TIBET COMMON STOCK

Purchases:

A. Separately list each and every purchase of Tibet common stock purchased pursuant and/or traceable to Tibet’s IPO and purchased 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 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 _____, 2016 AND MUST BE MAILED TO:

Tibet 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 _____, 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 _____. 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.

EXHIBIT A-3

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

-----X	:	
	:	
	:	
	:	
	:	
	:	
ROBIN JOACHIM DARTELL, et al.,	:	
Individually and on Behalf of All Others	:	
Similarly Situated	:	
Plaintiff,	:	Civil Action No. 14-CV-3620-JMV-
	:	JBC
VS.	:	
TIBET PHARMACEUTICALS, INC., et al	:	
Defendant.	:	

**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 OR ABOUT 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 District Court for the District of New Jersey in the above-captioned action (the “Litigation”), that a hearing will be held on ____, 2016 at __ a.m. before the Honorable John Michael Vasquez, United States District Judge, District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07101(the “Settlement Hearing”) for the purpose of determining proposed Settlement and Plan of Allocation should be approved by the Court as fair,

reasonable, and adequate, and to consider the application of Class Counsel for attorneys' fees, reimbursement of litigation expenses, and an awards to Class Plaintiffs.

IF YOU ARE A POTENTIAL MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND. If you have not yet received (1) the Notice of Pendency and Settlement of Class Action, and (2) the Class Action Proof of Claim and Release (collectively, the "Notice"), you may obtain copies by contacting the Claims Administrator at: Tibet Litigation, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063; by fax: (610) 565-7985; or by phone: (866) 274-4004. Copies of the Notice may also be downloaded from www.strategicclaims.net. If you are a member of the Class, in order to be eligible to share in the distribution of the Net Settlement Fund, you must **either** (1) have *already* submitted a claim in connection with the Anderson & Strudwick settlement by January 11, 2016; **or** (2) if you **did not** previously submit a claim in connection to the Anderson & Strudwick settlement by January 11, 2016, submit a claim in this proposed settlement **postmarked no later than** _____, **2016** to the Claims Administrator, establishing that you are entitled to a recovery. You will be bound by any judgment entered in the Action whether or not you make a claim.

If you desire to be excluded from the Class, you must file a request for exclusion **so that it is received no later than** _____, **2016**, in the manner and form explained in the Notice. All members of the Class who do not request exclusion from the Class will be bound by any judgment entered in the Action.

Any objection to the proposed Settlement, Plan of Allocation, or application for attorneys' fees, reimbursement of litigation expenses, and an awards to Class Plaintiffs must be

filed with the Court and delivered to counsel for the Parties no later than _____, 2016 in the manner and form set forth in the Notice.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
REGARDING THIS NOTICE. Inquiries, other than requests for the Notice, may be made to
Class Counsel:

Laurence M. Rosen
The Rosen Law Firm, P.A.
275 Madison Avenue, 34th Floor
New York, New NY 10016
Telephone: (212) 686-1060
Facsimile: (212) 202-3827
E-mail: lrosen@rosenlegal.com

Dated: _____, 2016

By Order of the Court

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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

Plaintiffs,

vs.

TIBET PHARMACEUTICALS, INC, et al.

Defendants.

CASE No.: 14-CV-3620-JMV-JBC

ORDER AND FINAL JUDGMENT

On the ____ day of _____, 2016, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement dated May 31, 2016 (the “Stipulation”) are fair, reasonable and adequate for the settlement of all claims asserted in the Action against defendant Acquavella, Chiarelli, Shuster, Berkower & Co. LLP (“ACSB” or the “Settling Defendant”) and (2) whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members; and

The Court having considered all matters submitted to it at the hearing and otherwise; and

It appearing that the Notice substantially in the form approved by the Court in the Court’s Order Preliminarily Approving Settlement and Providing For Notice (“Preliminary Approval Order”) was mailed to all reasonably identifiable Settlement Class Members and otherwise made available on Strategic Claims Services’ website; and

It appearing that the Summary Notice substantially in the form approved by the Court in the Preliminary Approval Order was published in accordance with that Order and the specifications of the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Unless indicated otherwise, capitalized terms used herein have the same meanings as set forth and defined in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, all Settlement Class Members and the Settling Defendant.

3. The Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of this Litigation.

4. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court hereby certifies as a settlement class all persons or entities that purchased the common stock of Tibet in the Company's Initial Public Offering on January 24, 2011 or purchased Tibet stock thereafter in the stock market pursuant and/or traceable to Tibet's Registration Statement and Prospectus issued in connection with the IPO during the period from January 24, 2011 to

April 3, 2012, inclusive, who were allegedly damaged thereby. Excluded from the Settlement Class are Tibet, the Defendants, members of the Defendants' families, any entity in which the Defendants and/or Tibet have a controlling interest or are a parent or subsidiary of, or which is controlled by Tibet, and the present and former officers, directors, employees, affiliates, legal representative, heirs, predecessor, successors, and assigns of any Defendant and/or Tibet. Also excluded from the Settlement Class are those Persons who file valid and timely requests for exclusion in accordance with the Preliminary Approval Order. The list of exclusions is attached hereto as Exhibit A.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs are certified as the class representatives on behalf of the Settlement Class and the Lead Counsel previously selected by Lead Plaintiffs and appointed by the Court, is hereby appointed as Lead Counsel for the Settlement Class (or "Class Counsel").

6. The Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met 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; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice. No Settlement Class Member is 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. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing

thereon. Thus, it is hereby determined that all members of the Settlement Class are bound by this Order and Final Judgment except those persons listed on Exhibit A to this Order and Final Judgment.

7. The Settlement is approved as fair, reasonable and adequate, and in the best interests of the Plaintiffs. The Settling Parties are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

8. The Action and the operative Consolidated Amended Complaint are hereby dismissed as to ACSB with prejudice, and without costs.

9. Plaintiffs and the Settlement Class Members hereby release and forever discharge the Released Party from any and all Released Claims. Plaintiffs and the Settlement Class members are hereby permanently and forever enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of the Released Claims against the Released Persons, as set forth in the Stipulation.

10. ACSB hereby releases and forever discharges any and all Released Claims, to the extent they relate to the subject matter of this Action or its prosecution thereof, against the Plaintiffs, any of the Settlement Class Members, and any of their counsel, including Class Counsel.

11. Subject to the provisions of the Stipulation, all Persons are barred from commencing, prosecuting, or asserting any claim, if any, however styled, whether for indemnification, contribution, or otherwise and whether arising under state, federal or common law, against the Released Party based upon, arising out of, or relating to the Released Claims; and the Released Party is barred from commencing, prosecuting, or asserting any claim, if any, however styled, whether for indemnification, contribution, or otherwise and whether arising

under state, federal or common law, against any Persons, including but not limited to Class Plaintiffs or their counsel, based upon, arising out of, or relating to the Released Claims, including the prosecution or institution of this litigation.

12. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Class Members.

13. The Court finds that the Settling Parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

14. Neither this Order and Final Judgment, the Stipulation, nor any of the negotiations, documents or proceedings connected with them shall be:

- a. referred to or used against the Released Party or against the Plaintiffs or the Settlement Class as evidence of wrongdoing by anyone;
- b. construed against the Released Party or against the Plaintiffs or the Settlement Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;
- c. construed as, or received in evidence as, an admission, concession or presumption against the Settlement Class or any of them, that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the Settlement Fund; or used or construed as an admission of any fault, liability or wrongdoing by any person or entity, or offered or received in evidence as an admission, concession, presumption or inference against the Released Party in any

proceeding other than such proceedings as may be necessary to consummate or enforce the Stipulation.

15. Exclusive and specific jurisdiction is hereby retained over the Settling Parties for all matters relating to the Action, including the administration, interpretation, effectuation or enforcement of the Stipulation, or Settlement and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the Class Members.

16. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

17. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

18. The finality of this Order and Final Judgment shall not be affected, in any manner, by rulings that the Court may make on Plaintiffs' Counsel's application for an award of Attorneys' Fees and Expenses and/or Award to Plaintiffs.

19. In the event that the Settlement does not become final and effective in accordance with the terms and conditions set forth in the Stipulation, then this Order and Final Judgment shall be rendered null and void and be vacated and the Settlement and all orders entered in connection therewith shall be rendered null and void, and the parties shall be deemed to have reverted to their respective status prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation 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 Action, and shall revert to their respective positions in the Action.

Dated: _____, 2016

HON. JOHN MICHAEL VASQUEZ
UNITED STATES DISTRICT JUDGE