

EXHIBIT 1

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JEFF FEYKO, Individually and on
Behalf of All Others Similarly Situated,
Plaintiff,

v.

YUHE INTERNATIONAL, INC., *et*
al.,

Defendants.

aAd PARTNERS LP, Individually and
on Behalf of All Others Similarly
Situated,

Plaintiff,

v.

RODMAN & RENSHAW, LLC, *et al.*,
Defendants.

ROTH CAPITAL PARTNERS, LLC,
et al.,

Cross-Claimants,

v.

CHILD, VAN WAGONER &
BRADSHAW, PLLC, *et al.*,

Cross -Defendants.

Case No.: 11-cv-05511-DDP (PJWx)

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation”) is submitted in the above-captioned actions pursuant to Rule 23(e) of the Federal Rules of Civil Procedure. Subject to the approval of the United States District

Court for the Central District of California (the “Court”), this Stipulation is entered into between and among (i) Lead Plaintiff aAd Partners LP (“Lead Plaintiff”), and defendants (ii) Yuhe International, Inc. (“Yuhe”); (iii) Yuhe officers Zhentao Gao, and Jiang Yingjun¹, (iv) Child Van Wagoner & Bradshaw, PLLC (“CVB”); (v) and underwriters Roth Capital Partners, LLC (“Roth”), Brean Murray, Carret & Co., LLC (“Brean Murray”), and Global Hunter Securities, LLC (“Global Hunter”) (collectively, the “Underwriter Defendants”), by and through their respective counsel in the above-captioned consolidated class action (the “Action”). Lead Plaintiff, Yuhe, Zhentao Gao, Jiang Yingjun, CVB, and the Underwriter Defendants are referred to collectively as the “Parties.” This Stipulation is intended by the Parties to fully, finally and forever settle and release all claims and cross-claims against Yuhe, Zhentao Gao, Jiang Yingjun, Hu Gang, CVB, and the Underwriter Defendants (collectively, the “Defendants”) and other Released Parties (as defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS:

A. On July 1, 2011, a shareholder class action captioned *Jeff Feyko v. Yuhe International, Inc. et al.* (the “Feyko Action”) was filed in this Court against defendants Yuhe, Hu Gang and Zhentao Gao for alleged violations of

¹ Hu Gang is a named defendant in this Action. Hu Gang has not been employed at Yuhe since July 2012. Hu Gang has not been served with the summons and complaint in this Action.

Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”), and Rule 10b-5 promulgated thereunder based on allegedly false and misleading statements issued by Yuhe and certain of its officers in the period from December 31, 2009 through June 17, 2011.

B. On August 23, 2011, aAd Partners LP moved to be appointed lead plaintiff pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §78u-4 *et seq.* On March 2, 2012, the Court appointed aAd Partners LP as Lead Plaintiff and approved the law firm of Gold Bennett Cera & Sidener LLP as Lead Plaintiff’s Counsel.

C. On May 10, 2012, Lead Plaintiff filed a Consolidated Amended Class Action Complaint For Violations of the Federal Securities Laws against Yuhe, Zhentao Gao, Hu Gang, Jiang Yingjun, Roth and CVB. In addition to the Sections 10(b) and 20(a) claims of the Exchange Act brought in the initial complaint, claims for alleged violations of Sections 11, 15 and 12(a)(2) of the Securities Act of 1933 (the “Securities Act”) were included based on allegedly false and misleading statements contained in a public stock offering Yuhe made on or about October 20, 2010.

D. On June 11, 2012, Lead Plaintiff filed a class action captioned *aAd Partners LP v. Rodman & Renshaw, LLC et al*, Case No. SACV 12-928 (the “aAd Partners Action”) against Rodman and Renshaw, LLC (“Rodman”),

Brean Murray and Global Hunter for alleged violations of Sections 11 and 12(a)(2) of the Securities Act.

E. On July 27, 2012, the court consolidated the Feyko Action and the aAd Partners Action for all purposes pursuant to Rule 42(a) of the Federal Rules of Civil Procedure under the Feyko Action caption, Case No. CV 11-05511 DDP (PJW_x).

F. On August 3, 2012, Lead Plaintiff filed a Supplemental Consolidated Amended Class Action Complaint (the “Complaint”) that incorporated the defendants named in the aAd Partners Action. The Complaint asserted claims on behalf a class of investors who purchased or otherwise acquired the common stock of Yuhe between December 31, 2009 and June 17, 2011, and a subclass of investors who purchased or otherwise acquired common stock of Yuhe pursuant to or traceable to the October 20, 2010 Registration Statement and Prospectus for the public offering of 4,140,000 shares of the Company at the offering price of \$7.00 per share (the “Offering”). The Complaint alleged that some or all of the Defendants issued materially false and misleading statements in violation of Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, Section 20(a) of the Exchange Act, and violation of Sections 11, 15 and 12(a)(2) of the Securities Act. Among other things, the Complaint alleged that numerous documents filed by Yuhe with the

Securities and Exchange Commission, including the Offering and financial reports on Forms 10-K and 10-Q, falsely reported a material acquisition of thirteen breeder farms in December 2009 and the subsequent implementation and operation of the breeder farms by Yuhe in mid-2010.

G. On September 7, 2012, Defendants² and Rodman moved to dismiss the claims asserted against them.

H. On January 18, 2013, defendant Rodman filed notice in the Action that on January 11, 2013 it filed a voluntary petition for bankruptcy under chapter 7 of title 11 of the United States Code in the Southern District of New York, Case No. 13-bk-10087-reg, thereby staying the Action against it.

I. On March 5, 2013, the Court denied the Defendants' motions, with the exception of granting dismissal of the Section 11 claim against the Underwriter Defendants, granting dismissal of the Section 10(b) claim against Gang, and granting dismissal of the Section 12(a)(2) and Section 11 claims of all subclass members whose Yuhe shares are only traceable to the Offering. Dismissal was without prejudice, except as to the Section 12(a)(2) claims.

J. On March 8, 2013, the parties participated in a mediation conducted by the Honorable William J. Cahill (Ret.) of JAMS, but were not

² At that time, Gao, Gang and Yingjun had not been served with the Complaint, but arguments were raised on their behalf by Yuhe and were considered by the Court.

able to reach a resolution at that mediation.

K. On April 4, 2013, Lead Plaintiff filed its Second Consolidated Amended Class Action Complaint (the “Second Amended Complaint”) which added additional factual allegations in support of the Sections 10(b) and 11 claims dismissed in part in the Court’s March 5, 2013 Order.

L. On April 25, 2013, the Underwriter Defendants moved to dismiss the Section 11 claim in the Second Amended Complaint, including the claims of subclass members whose shares were not traceable to the Offering.

M. On July 10, 2013, the Court denied the Underwriter Defendants’ motion to dismiss the Section 11 claim against them and upheld the Section 11 claim for all subclass members who purchased or otherwise acquired newly issued Yuhe shares pursuant to or traceable to the Offering at \$7.00 per share prior to March 23, 2011. Only the Section 11 allegations related to the statement in the prospectus supplement that five breeder farms from the purported December 2009 acquisition were operational were upheld, with the remaining Section 11 allegations against the Underwriter Defendants dismissed with prejudice.

N. On July 17, 2013, Lead Plaintiff moved for leave to authorize service on Zhentao Gao, Jiang Yingjun and Hu Gang located abroad by serving Yuhe’s U.S. Counsel of Record Pursuant to Federal Rule of Civil Procedure

4(f)(3).

O. On July 31, 2013, the Underwriter Defendants answered the Second Amended Complaint and filed a cross-claim against CVB, Yuhe, Zhentao Gao Jiang Yingjun and Hu Gang (the “Cross-Claim”).

P. On August 20, 2013, CVB answered the Second Amended Complaint and the Cross-Claim.

Q. On September 4, 2013, Yuhe answered the Second Amended Complaint.

R. On September 12, 2013, the Court granted Lead Plaintiff’s motion to serve the summons and Second Amended Complaint on Zhentao Gao and Jiang Yingjun by serving Yuhe’s U.S. counsel of record, and denied Lead Plaintiff’s motion as to Hu Gang, who had resigned from Yuhe. Service on Gao and Yingjun through Yuhe’s U.S. counsel of record was completed on September 20, 2013.

S. On October 16, 2013, the Court granted the Parties’ stipulation to stay all pending deadlines until November 21, 2013, while the Parties engaged in mediation efforts.

T. On November 7, 2013, the Parties participated in a mediation conducted by Mr. Hunter R. Hughes, Esq., of Rogers & Hardin LLP, Atlanta, Georgia. The Parties submitted detailed mediation statements to Mr. Hughes

and participated in an all-day mediation. Lead Plaintiff engaged in these discussions with a view to exploring the possibility of resolution of the issues in dispute consistent with achieving the best relief possible in the interests of the Class. The Parties reached an agreement in principle to settle all claims in this action, including the Cross-Claim asserted by the Underwriter Defendants, at the conclusion of the November 7, 2013 mediation.

U. Lead Plaintiff's Counsel has conducted an extensive investigation of the facts; successfully opposed Defendants' motions to dismiss; and retained and consulted with experts. It has also researched the applicable law with respect to the claims of Lead Plaintiff and the other Class Members (as defined herein) against the Defendants and the potential defenses thereto. Additionally, the mediation statements prepared and exchanged as well as the Parties' respective presentations concerning damages have provided Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of their position and Defendants' position.

V. Based upon their knowledge of the case acquired through litigation to date, as set forth above, Lead Plaintiff's Counsel has concluded that the terms and conditions of this Settlement are fair, reasonable and adequate to Lead Plaintiff and the other Class Members and in their best interests, and have agreed to settle the claims raised in the Action as against the Defendants

pursuant to the terms and provisions of this Stipulation, after considering: (1) the substantial benefits that Lead Plaintiff and other Class Members will receive from settlement of the claims against the Defendants; (2) the attendant risks of this litigation; and (3) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

W. Nothing in this Stipulation shall be construed or deemed to be evidence of an admission or concession or an admission on the part of any Defendant with respect to any claim or any fault or liability or wrongdoing or damages whatsoever, or any infirmity in the defenses that the Defendants have asserted or may assert. This Stipulation shall not be construed or deemed to be a concession by any Plaintiff of any infirmity in the claims asserted in the Action against the Defendants.

X. The Parties to this Stipulation recognize that the Action has been filed by Lead Plaintiff and defended by the Defendants in good faith and with adequate basis in fact under Rule 11 of the Federal Rules of Civil Procedure; that the claims against the Defendants are being voluntarily settled on advice of counsel; and that the terms of the Settlement are fair, adequate and reasonable.

Y. Defendants deny any wrongdoing or liability whatsoever; and this Stipulation shall in no event be construed as or deemed to be evidence of or an admission or concession on the part of any Defendant with respect to any claim,

or of any fault or liability or wrongdoing or damage whatsoever, or of any infirmity in the defenses that Defendants have asserted or could assert, if the Action were to proceed. Nonetheless, Defendants recognize that further litigation in the Action would be protracted and expensive, and that there is uncertainty and risk in any complex litigation. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

NOW THEREFORE, it is hereby **STIPULATED AND AGREED**, by and among the Parties to this Stipulation, 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 Parties from the Settlement, that this Action and all Settled Claims (as defined below) as against the Released Parties (as defined below) and all Released Claims Against Lead Plaintiff (as defined below) shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions:

CERTAIN DEFINITIONS

1. As used in this Stipulation, the following terms shall have the following meanings:

a. “Action” means *Jeff Feyko v. Yuhe International, Inc., et al*, No. CV 11-05511 DDP (PJWx), filed in the United States District Court for the Central District of California and includes *aAd Partners LP v. Rodman & Renshaw, LLC et al*, Case No. SACV 12-928 consolidated thereunder and all cross-claims.

b. “Authorized Claimant” means a Class Member who submits a Proof of Claim Form to the Claims Administrator, in accordance with the requirements established by the Court, that is approved for payment from the Net Settlement Fund.

c. “Claim” means a claim for payment from the Net Settlement Fund.

d. “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit A-2, that a Claimant must complete should that Claimant seek to share in a distribution of the Net Settlement Fund.

e. “Claimant” means a person or entity that submits a Claim Form to the Claims Administrator seeking to share in the proceeds of the Net Settlement Fund.

f. “Claims Administrator” means Gilardi & Co. LLC, which has been retained by Lead Plaintiff’s Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Class Members and to

administer the Settlement.

g. “Class” means, for purposes of this Settlement, all persons or entities who purchased or otherwise acquired the common stock of Yuhe from December 31, 2009 through June 17, 2011 and who were damaged thereby and includes a subclass of all persons or entities who purchased or otherwise acquired the common stock of Yuhe prior to March 23, 2011 pursuant to and/or traceable to the Registration Statement and Prospectus for the Offering of 4,140,000 shares of the Company offered at a price of \$7.00 per share, and which became effective October 20, 2010. Excluded from the Class are the following persons or entities: (i) Defendants; (ii) the parents, successors, subsidiaries, affiliates and assigns of Defendants; (iii) members of the Immediate Family of Zhentao Gao, Jiang Yingjun and Hu Gang; (iv) any person who was an officer or director of any Defendant or Rodman; (v) any underwriter, or affiliate of any underwriter, who offered, sold or purchased Yuhe common stock in the Offering and (vi) any firm, trust, corporation, or other entity in which any of the Defendants or Rodman has a controlling interest or had a controlling interest. Also excluded from the Class are any persons or entities who exclude themselves by filing a timely request for exclusion in accordance with the requirements set forth in the Notice.

h. “Class Period” means the period from December 31, 2009 through

and including June 17, 2011.

i. “Class Member” means a person or entity that is a member of the Class and does not exclude himself, herself or itself by filing a timely request for exclusion in accordance with the requirements set forth in the Notice.

j. “Complaint” means the Supplemental Consolidated Amended Class Action Complaint filed on August 3, 2012.

k. “Court” means the United States District Court for the Central District of California in which the Action is pending.

l. “Cross-Claim” means the cross-claim filed by the Underwriter Defendants on July 31, 2013 against Yuhe, Zhentao Gao, Jiang Yingjun, Hu Gang, and CVB.

m. “Defendants” means (i) Yuhe International, Inc. (“Yuhe”); (ii) Zhentao Gao; (iii) Jiang Yingjun; (iv) Hu Gang; (v) Child Van Wagoner & Bradshaw, PLLC (“CVB”); (vi) Roth Capital Partners, LLC (“Roth”); (vii) Brean Murray, Carret & Co., LLC (“Brean Murray”); and (viii) Global Hunter Securities, LLC (“Global Hunter”).

n. “Defendants’ Counsel” means the law firm of Sidley Austin LLP (representing Yuhe International, Inc.), the law firm of Stroock & Stroock & Lavan LLP (representing Roth, Brean Murray and Global Hunter); and the law firm of William E. Stoner, P.C. (representing CVB). Counsel has not appeared

on behalf of Zhentao Gao, Jiang Yingjun or Hu Gang.

o. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 32 of this Stipulation have been met and have occurred.

p. “Escrow Account” means an escrow account named “Yuhe International, Inc. Securities Litigation Settlement Fund” maintained at Bank of the West to hold the Total Settlement Fund, which account, subject to the Court’s supervisory authority, shall be maintained by an independent escrow agent.

q. “Escrow Agent” means Gilardi & Co. LLC (www.gilardi.com);

r. “Final” means when the last of the following with respect to the Final Judgment approving the Stipulation, substantially in the form of Exhibit B attached hereto, shall have occurred: (i) the expiration of the time to file a motion to alter or amend the Final Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal from entry of the Final Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend or for reconsideration is filed or if an appeal is taken, the determination of that motion or appeal in such a manner that affirms and leaves in place the Final Judgment without any material modification, substantially in accordance

with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Stipulation or the Settlement herein, or request for en banc review or reconsideration, and all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand, but shall not include any appeal which concerns only the issue of attorneys’ fees and expenses, any plan of allocation of the Total Settlement Fund, or the Court’s findings and conclusions pursuant to Section 21D(c)(1) of the Exchange Act, as amended by the PSLRA.

s. “Final Judgment” means the judgment to be rendered by the Court, including the “Bar Order” provision barring certain claims for contribution and indemnification (among others), approving the Settlement and dismissing the Litigation as against Defendants with prejudice and without costs to any party except as set forth herein, substantially in the form attached hereto as Exhibit B.

t. “Immediate Family” means an individual’s spouse, parents, siblings, children, grandparents, grandchildren; the spouses of his or her parents, siblings and children; and the parents and siblings of his or her spouse, and includes step and adoptive relationships. In this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic partnership

or civil union.

u. “Insurer” means the directors and officers’ liability insurers which, during the pertinent time period, issued a policy for Yuhe International, Inc., and Yuhe’s Insured Persons, defined in the policy as including, but not limited to, any director or officer of Yuhe.

v. “Lead Plaintiff’s Counsel” means the law firm of Gold Bennett Cera & Sidener LLP that was approved as counsel for Lead Plaintiff by the Court’s March 2, 2012 Order.

w. “Lead Plaintiff” means aAd Partners LP.

x. “Litigation Expenses” means costs and expenses incurred by Lead Plaintiff’s Counsel in connection with commencing and prosecuting the Action (which may include the costs and expenses of Lead Plaintiff directly related to their representation of the Class), for which Lead Plaintiff’s Counsel intend to apply to the Court for reimbursement from the Total Settlement Fund.

y. “Net Settlement Fund” means the Total Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; and (iv) any attorneys’ fees awarded by the Court.

z. “Notice” means the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys’

Fees and Reimbursement of Litigation Expenses, substantially in the form attached hereto as Exhibit A-1, which is to be sent to Class Members.

aa. “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator and/or Lead Plaintiff’s Counsel in connection with (i) providing notice to the Class; and (ii) administering the Claims process, as well as the costs, fees and expenses incurred in connection with the Escrow Account.

bb. “Plan of Allocation” means the proposed plan or formula of allocation for distributing the Net Settlement Fund to Authorized Claimants set forth in the Notice.

cc. “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement, certifying the Class for settlement purposes only, and directing that notice be provided to the Class.

dd. “Related Parties” means each and all of the Defendants’ (i) past and/or present directors, officers, employees, partners, principals, controlling shareholders, predecessors, successors, assigns, parents, subsidiaries, divisions, and affiliates, and the respective members of their Immediate Families, their respective heirs, executors, estates, administrators, and agents, each in their capacity as such; (ii) their Insurers, Insured Persons, co-insurers, reinsurers,

attorneys, personal or legal representatives, each in their capacity as such; and (iii) as to Zhentao Gao, Jiang Yingjun and Hu Gang the respective members of their Immediate Families, their respective heirs, executors, estates, administrators, and agents, each in their capacity as such.

ee. “Released Parties” means each and all of the Defendants and Cross-Defendants, and their Related Parties.

ff. “Released Claims Against Lead Plaintiff” means any and all claims, causes of action and rights of every nature and description, including Unknown Claims (as defined below), whether direct, derivative, individual, representative, or in any other capacity, arising under federal, state, local or foreign statutory or common law or any other law, rule or regulation, to the fullest extent that the law permits their release in this Action, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Defendants or the allegations, transactions, facts, matters or occurrences underlying such claims, except for claims relating to the enforcement of the terms of this Stipulation and the Settlement.

gg. The “Second Amended Complaint” means the Second Consolidated Amended Class Action Complaint for Violation of the Federal Securities Laws filed on April 4, 2013.

hh. “Settled Claims” means any and all claims, causes of action and

rights of every nature and description, including Unknown Claims (as defined below), whether direct, individual, or representative, or in any other capacity, arising under federal, state, local or foreign statutory or common law or any other law, rule or regulation, to the fullest extent that the law permits their release in this Action, that (a) were asserted in the Complaint or the Second Amended Complaint, or any other pleadings or briefs filed by Lead Plaintiff in this Action, or (b) that arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint or the Second Amended Complaint (including without limitation all claims arising out of or relating to any disclosures, public filings, registration statements, or other statements by Yuhe or any of the Defendants referred to or set forth in the Second Amended Complaint, and that arise out of or are in any way related to the purchase of Yuhe Common Stock during the Class Period). Notwithstanding the foregoing, “Settled Claims” do not include, release, bar, waive, impair, prejudice, or otherwise impact Lead Plaintiff’s and each other Class Member’s right to participate in the distribution of any funds recovered from any of the Defendants by any governmental or regulatory agency, or claims relating to enforcement of the terms of this Stipulation or the Settlement.

ii. “Settlement Amount” means Two Million Seven Hundred

Thousand Dollars (\$2,700,000) in United States currency which Defendants shall pay or cause to be paid, in pro rata amounts as agreed by the Defendants, where such pro rata amounts are agreed by Lead Plaintiff and Defendants not to be owed jointly and severally.

jj. “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

kk. “Summary Notice” means the Summary Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys’ Fees and Reimbursement of Litigation Expenses, substantially in the form attached hereto as Exhibit A-3, to be published as set forth in the Preliminary Approval Order.

ll. “Taxes” means all federal, state and/or local taxes of any kind on any income earned by the Total Settlement Fund, including the expenses and costs of tax attorneys and accountants retained by Lead Plaintiff’s Counsel.

mm. “Total Settlement Fund” means the Settlement Amount plus any income or interest earned thereon.

nn. “Yuhe Common Stock” means shares of common stock issued by Yuhe.

oo. “Unknown Claims” means any Settled Claim which any Plaintiff

or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Claims Against Lead Plaintiff which any Defendant or any other Released Party does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which if known by him, her or it might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Settled Claims and Released Claims Against Lead Plaintiff, the Parties agree that, upon the Effective Date, Lead Plaintiff and the Defendants shall expressly waive, and each other Class Member and each other Released Party shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived the provisions, rights and benefits conferred by California Civil Code § 1542 or any law of any state or territory of the United States, or principle of common law, or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Lead Plaintiff and the Defendants, and each other Class Member and each other Released Party may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the

subject matter of the Settled Claims and Released Claims Against Lead Plaintiff, but Lead Plaintiff and the Defendants, and each other Class Member and each other Released Party, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all Settled Claims and Released Claims Against Lead Plaintiff, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and each other Class Member and each other Released Party by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Released Claims Against Lead Plaintiff was separately bargained for and was a key element of the Settlement of which this release is a part.

PRELIMINARY APPROVAL OF SETTLEMENT

2. Lead Plaintiff will file the Stipulation and move for entry of the Preliminary Approval Order substantially in the form attached as Exhibit A,

which will certify the Action to proceed as a class action, pursuant to Rule 23(a) and (b)(3), for settlement purposes only. The motion shall indicate that Defendants have stipulated for settlement purposes only to the certification of the Class, the appointment of Lead Plaintiff as Class Representative, and the appointment of Lead Plaintiff's Counsel as Settlement Class Counsel. The motion shall be unopposed by the Defendants.

SETTLEMENT CONSIDERATION

The Settlement Amount

3. In consideration of the Settlement of claims asserted in this Action, and subject to the terms and conditions of this Stipulation: Defendants shall deposit or cause to be deposited Two Million Seven Hundred Thousand Dollars (\$2,700,000) into the Escrow Account, in pro rata amounts as agreed to by and among the Defendants, where such pro rata amounts are agreed not to be owed jointly and severally, in accordance with the wire transfer instructions to be provided by Lead Plaintiff's Counsel or by check, by no later than thirty (30) calendar days following entry of the Preliminary Approval Order; provided, however, Fifteen Thousand Dollars (\$15,000) of the contribution to be made by CVB may be paid by April 1, 2014 or seven (7) days before the date funds are to be distributed to the Class Members, whichever occurs first.

The Escrow Agent

4. Lead Plaintiff's Counsel shall open an Escrow Account maintained by an independent Escrow Agent into which the Settlement Amount is to be deposited. The Escrow Agent shall invest any funds in the Escrow Account in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances of less than \$100,000 may be invested in money market mutual funds comprised exclusively of investments secured by the full faith and credit of the United States. In the event that the yield on United States Treasury bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in a non-interest bearing account that is fully insured by the FDIC. No risk related to the investment of the Total Settlement Fund in the Escrow Account shall be borne by any of the Defendants.

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

6. No portion of the Total Settlement Fund shall be disbursed except

as provided in this Stipulation, as provided by an order of the Court, or with the written agreement of Defendants' Counsel.

RELEASE OF CLAIMS

7. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action as against the Defendants and Cross-Defendants, and shall fully and finally release any and all Settled Claims and Cross-Claims as against all Released Parties and shall also release any and all Released Claims Against Lead Plaintiff, all of their respective counsel and all other Class Members. On the Effective Date, all Settled Claims and Cross-Claims in the Action shall be dismissed as against the Defendants and Cross-Defendants as the case may be, with prejudice and without costs.

8. Pursuant to the Final Judgment, upon the Effective Date, the Lead Plaintiff and all other Class Members, and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, partners, directors, investors and agents in their capacity as such, will release and shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged and dismissed each and every Settled Claim against each and all of the Released Parties, whether or not the Lead Plaintiff or Class Members execute and deliver a Proof of Claim Form to the Claims Administrator. Upon the entry of the Final Judgment, the

Underwriter Defendants will also release and shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged and dismissed each and every Cross-Claim against Yuhe, Zhentao Gao, Jiang Yingjun, Hu Gang, and CVB.

9. Pursuant to the Final Judgment, upon the Effective Date, each of the Defendants and each of the other Released Parties, and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, partners, principals, directors, investors, investment advisors and agents in their capacity as such, will release and shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged and dismissed each and every Released Claim Against Lead Plaintiff as against (i) all Plaintiffs and their respective attorneys, (ii) any other Class Member, and (iii) each of the foregoing individuals' and/or entities' respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, partners, principals, directors, investors, investment advisors and agents in their capacity as such.

USE OF SETTLEMENT FUNDS

10. The Total Settlement Fund shall be used to pay: (a) Taxes; (b) Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded to Lead Plaintiff's Counsel by the

Court. The balance remaining in the Escrow Account after these payments are made (the “Net Settlement Fund”) shall be distributed to Authorized Claimants as provided below.

11. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date.

12. This is not a claims-made settlement and if all conditions of this Stipulation are satisfied and the Effective Date occurs, neither the Defendants nor any person or entity who or which paid any portion of the Settlement Amount on their behalf shall have any right to the return of the Settlement Amount or any portion thereof irrespective of the number of Claims filed, the collective amount of losses of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

13. The Claims Administrator shall discharge its duties under Lead Plaintiff’s Counsel’s supervision and subject to the jurisdiction of the Court. Except as otherwise provided herein, neither the Defendants nor the other Released Parties shall have any responsibility for the administration of the Settlement and shall have no liability to any person, including, but not limited to, the Class Members in connection with such administration. Lead Plaintiff’s

Counsel shall cause the Claims Administrator to mail the Notice and Proof of Claim Form to those members of the Class at the address of each such person as set forth in the records of Yuhe or its transfer agent(s), or who otherwise may be identified through further reasonable effort. Lead Plaintiff's Counsel will cause to be published the Summary Notice pursuant to the terms of the Preliminary Approval Order or whatever other form or manner might be ordered by the Court. Yuhe shall provide Lead Plaintiff's Counsel the contact at its transfer agent and any authorization needed to obtain security holder lists.

14. Notwithstanding the fact that the Effective Date has not yet occurred, Lead Plaintiff's Counsel, subject to entry of an order preliminarily approving the Settlement, may pay from the Total Settlement Fund, without further approval from Defendants, all reasonable Notice and Administration Costs actually incurred, up to a maximum aggregate total of \$100,000. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice and Proof of Claim Form, reimbursements to nominee owners for forwarding the Notice and Proof of Claim Form to the beneficial owners of Yuhe Common Stock, publication of the Summary Notice, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing Notice and processing the submitted Claims, and the fees, if any, of the Escrow Agent. In the event that the Settlement is

terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs reasonably paid or reasonably incurred, including any related fees, shall not be returned or repaid to the Defendants or to any person or entity who or which paid any portion of the Settlement Amount on their behalf.

ATTORNEYS' FEES AND LITIGATION EXPENSES

15. Lead Plaintiff's Counsel will apply to the Court for (i) an award of attorneys' fees to Lead Plaintiff's Counsel and (ii) reimbursement of Litigation Expenses incurred in connection with the prosecution of this Action in amounts not to exceed those set forth in the Notice, such amounts to be paid from the Total Settlement Fund. None of the Defendants, nor any other Released Party, shall take any position with respect to Lead Plaintiff's Counsel's application for an award of attorneys' fees and/or Litigation Expenses.

16. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Lead Plaintiff's Counsel from the Total Settlement Fund immediately upon their award after entry by the Court of the Final Judgment, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the Settlement or any part thereof. In the event that the Effective Date does not occur, or the Final

Judgment or the order granting the attorneys' fees and Litigation Expense award is reversed, vacated or modified, or this Stipulation is canceled or terminated for any other reason, and in the event that the attorneys' fees and Litigation Expense award has been paid to any extent to Lead Plaintiff's Counsel, then Lead Plaintiff's Counsel shall be obligated to refund to the Escrow Account such amounts of fees and expenses as are consistent with any reversal, vacatur or modification plus interest at the same net rate as earned on the Total Settlement Fund no later than ten (10) business days after receiving from the relevant Defendants' Counsel or a court of appropriate jurisdiction notice of such an event. Lead Plaintiff's Counsel, as a condition of receiving such fees and expenses, agrees that it is subject to the ongoing jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

17. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation or a condition of this Stipulation, the Settlement or the releases provided herein. Lead Plaintiff and Lead Plaintiff's Counsel may not cancel or terminate the Stipulation or the Settlement based on the Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses. Any appeal relating to an award of attorneys' fees or Litigation Expenses will not affect the finality of the Settlement, the Final Judgment or the releases provided herein.

18. The Defendants and the other Released Parties shall have no responsibility for any payment of attorneys' fees and expenses to Lead Plaintiff's Counsel, or any other Plaintiff's Counsel, over and above payment of their respective agreed upon settlement payments, where such amounts are agreed not to be owed jointly and severally. The Defendants and the other Released Parties shall have no responsibility for any payment or allocation of any other fees or expenses, in the event that any other person asserts a claim for fees or expenses. Subject to the provisions of Paragraph 34, no Defendants shall have any obligations whatsoever regarding any defaulting Defendant's failure to contribute to the Settlement Fund.

TAXES

19. The Parties shall treat the Total Settlement Fund as a "Qualified Settlement Fund" for purposes of §468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. Gilardi & Co., as administrator of the Total Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out Paragraphs 18-21 of this Stipulation including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be

taken all actions as may be necessary or appropriate in connection therewith. As administrator, Gilardi & Co. shall be responsible for filing or causing to be filed all informational and other tax returns for the Total Settlement Fund (including, without limitation, the returns described in Treas. Reg. §§1.468B-2(k)(1) and 1.468B-2(1)(2)) and paying from the Total Settlement Fund any Taxes owed thereon. Defendants' Counsel agree to provide promptly to Lead Plaintiff's Counsel the statement described in Treasury Regulation Section 1.468B-3(e). The Parties and their counsel shall jointly make such elections as are necessary or advisable to carry out the provisions of this Paragraph.

20. All Taxes arising with respect to income earned by the Total Settlement Fund shall be paid out of the Total Settlement Fund, and shall be timely paid by the Escrow Agent without prior order of the Court. Any tax returns prepared for the Total Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes (including any interest or penalties) on the income earned by the Total Settlement Fund shall be paid out of the Total Settlement Fund as provided herein.

21. For purposes of Paragraphs 19-22, references to the Total Settlement Fund shall include any income or interest earned on the Settlement Amount.

22. Defendants shall have no responsibility for or involvement in maintaining or investing the Settlement Amount or the Total Settlement Fund or for the establishment or maintenance of the Escrow Account, for the payment of Taxes, or for the distribution of the Total Settlement Fund or the administration of the Settlement. Defendants take no position with respect to the provisions of this Stipulation governing those issues. Defendants shall have no further or other liability or obligations to Lead Plaintiff, Lead Plaintiff's Counsel, or any other Class Member with respect to the Total Settlement Fund except for making the payments of the Settlement Amount in the manner and at the times expressly stated in this Stipulation.

CLAIMS ADMINISTRATOR

23. The Claims Administrator shall administer the process of receiving, reviewing and approving or denying Claims under Lead Plaintiff's Counsel's supervision and subject to the jurisdiction of the Court. Other than as expressly set forth in Paragraph 13 above, none of the Defendants or other Released Parties shall have any responsibility whatsoever for the administration of the Settlement or the claims process and shall have no liability whatsoever to any person, including, but not limited to, Lead Plaintiff, any other Class Member, or Lead Plaintiff's Counsel in connection with such administration.

24. The Claims Administrator shall receive Claims and determine first,

whether the Claim is a valid Claim, in whole or in part; and second, each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's loss amount (as set forth in the Plan of Allocation to be submitted by Lead Plaintiff's Counsel to the Court for approval, or in such other plan of allocation as the Court approves).

25. The Plan of Allocation to be proposed by Lead Plaintiff's Counsel (which is set forth in the Notice attached hereto as Exhibit 1 to Exhibit A) is not a necessary term of this Stipulation, and it is not a condition of this Stipulation, the Settlement, or the releases provided herein that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Plaintiff's Counsel may not cancel or terminate the Stipulation or the Settlement based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in this Action. No Defendant or any other Released Party shall object to, or have any responsibility or liability whatsoever for allocation of the Net Settlement Fund. Any appeal relating to the allocation of the Net Settlement Fund, the administration of the Settlement or the claims process will not affect the finality of the Settlement, the Final Judgment, or the releases provided herein.

26. Any Class Member who does not submit a valid Claim Form will not be entitled to receive any distribution from the Net Settlement Fund but will

otherwise be bound by all of the terms of this Stipulation and Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Party concerning any Settled Claim.

27. Lead Plaintiff's Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund. No Defendant or any other Released Party, shall have any liability, obligation or responsibility whatsoever for the administration of the Settlement or disbursement of the Net Settlement Fund. No Defendant or any other Released Party, shall be permitted to review, contest or object to any Claim Form or any decision of the Claims Administrator or Lead Plaintiff's Counsel with respect to accepting or rejecting any Claim Form or Claim for payment by a Class Member. Lead Plaintiff's Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claim Forms submitted in the interests of achieving substantial justice.

28. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

- a. Each Class Member shall be required to submit a Claim

Form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are designated therein, including proof of the transactions and holdings claimed and the claimed incurred losses, or such other documents or proof as the Claims Administrator or Lead Plaintiff's Counsel, in their discretion, may deem acceptable.

b. All Claim Forms must be submitted by the date that will be set by the Court in the Preliminary Approval Order and specified in the Notice, unless such deadline is extended by Order of the Court. Any Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court, late-filed Claim Forms are accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement including the terms of the Final Judgment and the releases provided for herein, and will be barred and enjoined from bringing any action, claim or other proceeding of any kind against any Defendant or other Released Party concerning any Settled Claim. A Claim Form shall be deemed to be 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 Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

c. Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Plaintiff's Counsel, who shall determine in accordance with this Stipulation and the Court-approved plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below.

d. Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under the supervision of Lead Plaintiff's Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefore, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below.

e. 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 in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons

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

29. 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 Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or this Settlement in connection with the processing of Claim Forms.

30. Payment pursuant to the Final Judgment shall be final and conclusive against all Class Members. All Class Members whose Claims are disallowed shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for therein, and will be barred and enjoined from bringing any action against any and all of the Defendants or other Released Parties concerning any and all of the Settled Claims.

31. All proceedings with respect to the administration, processing and

determination of Claims 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.

THE EFFECTIVE DATE AND RELATED CONDITIONS

32. The Effective Date of this Stipulation shall be conditioned on the occurrence of all of the following events: (a) the Court has entered the Preliminary Approval Order, substantially in the form attached as Exhibit A hereto; (b) the Court has entered the Final Judgment, substantially in the form of Exhibit B attached hereto; and (c) the Final Judgment has become Final, as defined in Paragraph 1(r) hereof.

33. Upon the occurrence of all of the events referenced in Paragraph (33), any and all remaining interest or right of Defendants in or to the Total Settlement Fund, if any, shall be absolutely and forever extinguished.

TERMINATION OF SETTLEMENT

34. Notwithstanding that the Defendants are not jointly and severally liable for each other's settlement payments, if any one or more of the Defendants fail to fulfill their obligations pursuant to Paragraph 3 hereof, then this Stipulation shall be null and void as to all Parties and Hu Gang, and all Parties and Hu Gang shall be restored to their respective positions in the litigation as of November 21, 2013.

35. In the event that this Stipulation is not approved by the Court or the order approving this Stipulation and entering the Final Judgment does not become Final, or this Stipulation is terminated, canceled, or the Effective Date fails to occur for any reason, Defendant's settlement payments, together with any interest earned thereon, less any Taxes paid or due with respect to such income and less any Notice and Administration Costs actually incurred or paid or payable, shall be refunded directly to Defendants or to the persons or entities that contributed to the Settlement Amount, ratably by the amount of contribution to the settlement, per written instructions from Defendants' respective counsel. Any amounts refunded shall be paid within ten (10) business days of termination of the Settlement.

36. The Defendants other than Hu Gang shall have the option to terminate the Settlement provided for in this Stipulation in the event that the total number of Yuhe Common Stock purchased during the Class Period or pursuant to or traceable to the Registration Statement and Prospectus for the Offering prior to March 23, 2011 by members of the Class who submit requests to be excluded from the Class, in accordance with the requirements stated in this Stipulation and the Preliminary Approval Order, exceeds the percentage(s) stated in a confidential supplemental agreement entered into by Lead Plaintiff and the Defendants other than Hu Gang (the "Supplemental Agreement"). The

Supplemental Agreement entered into by Lead Plaintiff and the Defendants other than Hu Gang shall not be filed with the Court unless and until the Court asks the parties to do so or a dispute arises between Lead Plaintiff and the Defendants other than Hu Gang concerning interpretation or application of the Supplemental Agreement. In either of those events, the Supplemental Agreement shall be filed with the Court and the Parties shall request that it be filed and maintained by the Court under seal. In the event of an objection to the Settlement based upon the confidentiality of the percentage(s) stated in the Supplemental Agreement, and notwithstanding anything to the contrary in this Paragraph or the Supplemental Agreement, Lead Plaintiff and the Defendants may mutually agree to waive confidentiality.

37. Notwithstanding the foregoing, the Stipulation shall not become null and void as a result of the election by any Defendant other than Hu Gang to exercise their option(s) to withdraw from the Stipulation pursuant to the Supplemental Agreement until the conditions set forth in the Supplemental Agreement have been satisfied. In the event that any Defendant elects to exercise his or its option to withdraw from the Stipulation pursuant to the Supplemental Agreement then the Settlement shall terminate, this Stipulation shall be null and void as to all Parties and Hu Gang, and all Parties and Hu Gang shall be restored to their respective positions in the litigation as of

November 21, 2013.

38. Any decision with respect to an application for attorneys' fees or Litigation Expenses, or with respect to any plan of allocation, shall not be considered material to this Stipulation and Settlement and shall not be grounds for termination.

RELEASES AND BAR ORDER

39. Upon the Effective Date hereof, the Lead Plaintiff and each of the other Class Members who do not timely request exclusion from the Class in accordance with the requirements of the Notice, attached as Exhibit 1 to Exhibit A hereto, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished and discharged all Settled Claims against each and all of the Released Parties, whether or not such Class Member executes and delivers a Proof of Claim and Release or is an Authorized Claimant.

40. The Proof of Claim and Release to be executed by Class Members who seek payment from the Net Settlement Fund shall release all Settled Claims against the Released Parties and shall be substantially in the form contained in Exhibit 2 to Exhibit A attached hereto.

41. Notwithstanding anything to the contrary above, the Settled Claims do not include claims (i) to enforce the Final Judgment, this Stipulation or the

Settlement set forth herein, and any or all of their terms, including but not limited to the releases provided for herein and in the Final Judgment; or (ii) belonging to Defendants against their insurers.

42. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Plaintiff's Counsel and Defendants' Counsel shall jointly request that the Court enter a Final Judgment which shall be substantially in the form attached hereto as Exhibit B.

43. The Final Judgment to be entered in this Action shall also provide, in accordance with the Private Securities Litigation Reform Act of 1995 ("PSLRA"), as codified at 15 U.S.C. §78u-4(f)(7)(A), that any and all claims for contribution arising out of any Settled Claims (i) by any person or entity against any of the Released Parties, and (ii) by any of the Released Parties against any person or entity, other than as set out in 15 U.S.C. §78u-4(f)(7)(A)(ii), are hereby permanently barred, extinguished, discharged, satisfied, and unenforceable. Accordingly, without limitation to any of the above, such Final Judgment shall operate such that (i) any person or entity is permanently enjoined from commencing, prosecuting, or asserting against any of the Released Parties any such claim for contribution, and (ii) the Released Parties are permanently enjoined from commencing, prosecuting, or asserting against any person or entity, any such claim for contribution.

NO ADMISSION OF WRONGDOING

44. This Stipulation, whether or not consummated, and any proceedings taken pursuant to it:

a. shall not be offered or received against any of the Defendants as evidence of, or construed as or deemed to be evidence of, any presumption, concession or admission by any of the Defendants with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted against any of the Defendants in this Action or in any litigation, or of any liability, negligence, fault or wrongdoing of any of the Defendants;

b. shall not be offered or received against any of the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any of the Defendants, or against the Lead Plaintiff, or any other Class Members as evidence of any infirmity in the claims of the Lead Plaintiff, or the other Class Members;

c. shall not be offered or received against any of the Defendants or against the Lead Plaintiff, or any other Class Members as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any

other reason as against any of the Defendants, or against the Lead Plaintiff, or any other Class Members, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, the Defendants, Lead Plaintiff, and any other Class Members may refer to it to effectuate the protection from liability granted them hereunder or otherwise to enforce the terms of the Settlement;

d. shall not be construed against any Defendant, the Lead Plaintiff, or any other Class Member as an admission, concession or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

e. shall not be construed as or received in evidence as an admission, concession or presumption against the Lead Plaintiff, or any other Class Member that any of their claims are without merit or that damages recoverable under the Second Amended Complaint would not have exceeded the Settlement Amount.

MISCELLANEOUS PROVISIONS

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

46. The Defendants or their respective designees contributing to the

Total Settlement Fund warrant that, as to the payments made by or on behalf of it, at the time of such payment that Defendants or their respective designees made or caused to be made pursuant to paragraph (3) above, Defendants or their respective designees were not insolvent, nor will the payment required to be made by or on behalf of Defendants or their respective designees render it insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by Defendants or their respective designees and not by their counsel.

47. If a case is commenced in respect of Defendants or any other person or entity contributing funds to the Total Settlement Fund on behalf of Defendants under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver, conservator, or other fiduciary is appointed under any similar law with respect to any of them, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Total Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited to the Total Settlement Fund by others, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants shall jointly move the Court to vacate and set aside the releases given and the Final Judgment entered in favor of the

Defendants and the Defendants' Related Parties pursuant to this Stipulation, which releases and Judgment shall be null and void, and those parties shall be restored to their respective positions in the litigation immediately prior to November 21, 2013 and, within seven (7) business days, the Settlement Payment shall be returned to Defendants or their insurance carriers that contributed to the Settlement Amount, including any attorneys' fees or Litigation Expenses paid to Lead Plaintiff's Counsel based on the Settlement Payment, less any Taxes paid or due with respect to such amounts and less any Notice and Administration Costs actually incurred or paid or payable from such amounts, as provided in paragraphs 14 and 35 above, provided, however, that the provisions in this Paragraph shall expire and terminate upon the distribution of the Net Settlement Fund to Class Members. In the event of such expiration, this Stipulation shall otherwise remain in full force and effect.

48. The parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Lead Plaintiff, any other Class Members and their attorneys against the Released Parties with respect to all Settled Claims. Accordingly, Lead Plaintiff and Defendants agree not to assert in any forum that this Action was brought by Lead Plaintiff, any other Plaintiff, or any plaintiff in the actions consolidated in the Action, or defended by Defendants in bad faith or without a reasonable

basis. The parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense or settlement of this Action. The parties to this Stipulation agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length in good faith by the parties, including mediations conducted under the auspices of a professional mediator, and reflect settlements that were reached voluntarily after consultation with experienced legal counsel.

49. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except in writing signed by or on behalf of the Parties or their respective successors-in-interest. No representations, warranties, or inducements have been made to any party concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents and the Supplemental Agreement.

50. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

51. 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 Litigation Expenses to Lead Plaintiff's Counsel and enforcing the terms of this Stipulation.

52. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

53. This Stipulation, its exhibits and the Supplemental Agreement constitute the entire agreement among the parties hereto concerning this Settlement, and no representations, warranties or inducements have been made by any party hereto concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

54. This Stipulation may be executed in one or more original and/or faxed counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the signatories of this Stipulation shall exchange among themselves original signed counterparts.

55. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

56. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of California without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

57. This Stipulation shall not be construed more strictly against one

party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized that it is the result of arm's-length negotiations between the parties, and all parties have contributed substantially and materially to the preparation of this Stipulation.

58. All counsel and any other persons executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

59. Lead Plaintiff's Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order, this Stipulation and the Settlement, and to promptly agree upon and execute all such other documents as may be reasonably required to obtain final approval by the Court of the Settlement.

60. All agreements made and orders entered during the course of this Action relating to confidentiality of information shall survive this Stipulation.

61. Except as otherwise provided herein, each party shall bear its own costs.

62. If any party is required to give notice to the other parties under this Stipulation, such notice shall be in writing and shall be deemed to have been

duly given upon receipt of hand delivery or e-mail or facsimile transmission with confirmation of receipt. Notice shall be provided as follows:

If to Attorneys for Lead Plaintiff: Gold Bennett Cera & Sidener LLP
595 Market Street, Suite 2300
San Francisco, California 94105
Telephone: (415) 777-2230
Facsimile: (415) 777-5189
Attn: Solomon B. Cera, Esq.
Email: scera@gbcslaw.com
Attn: Pamela A. Markert, Esq.
Email: pmarkert@gbcslaw.com

If to Attorneys for Defendants

Yuhe International, Inc. Sidley Austin LLP
555 California Street, Suite 2000
San Francisco, CA 94104
Telephone: (415) 772-1200
Facsimile: (415) 772-7400
Attn: Sara B. Brody, Esq.
Email: sbrody@sidley.com
Attn: Cecilia Y. Chan, Esq.
Email: cecilia.chan@sidley.com

Roth Capital Partners, LLC, Brean
Murray, Carret & Co., and Global
Hunter Securities, LLC Stroock & Stroock & Lavan LLP
2029 Century Park East
Los Angeles, CA 90067-5954
Telephone: 310-556-5954
Facsimile: 310-407-6454
Attn: John R. Loftus, Esq.
Email: jloftus@stroock.com


Child, Van Wagoner & Bradshaw,
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601 S. Figueroa Street, Suite 2340
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Facsimile: 213-687-2644
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Jiang Yingjun and Zhentao Gao

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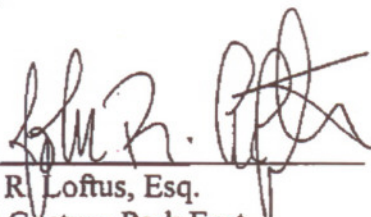
DATED: December 27, 2013

**GOLD BENNETT CERA & SIDENER SIDLEY AUSTIN LLP
LLP**

By: 
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WILLIAM E. STONER, P.C.

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*Attorneys for Defendant Child, Van
Wagoner & Bradshaw, PLLC*

DATED: December 27, 2013

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Attorneys for Defendant Yuhe International, Inc.

WILLIAM E. STONER, P.C.

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