

Agreements

Party A: Meihekou City Hengyide Warehouse Logistics Co., Ltd.

Party B: Ganzhi Ginseng Products Co Ltd & China Ginseng Holding Inc

As per negotiation between Party A and B in relation to the premise located in the address of a PRC company named in Tonghua Diyuanyuan Grape Wine Co., Ltd., it is agreed as follow:

- 1) Party A and B shall go to the PRC auction company Jilin Mingshi Auction Co. Ltd. together to apply for the change of the purchaser's name from Party A to Party B. The application fee is borne by Party B.
- 2) All details/content of the location, land area and facilities that to be acquired originally by Party A are remain unchanged. The consideration of RMB 9,000,000 and the agency commission that to be originally paid by Party A are remain unchanged and shall be paid by Party B to Party A.
- 3) Payment method: This agreement is become effective upon date of signing, Party B shall pay Party A of RMB 500,000 before 20 March 2010, the remaining balance shall be repaid in full before end of June 2010.
- 4) The consideration of RMB 9,000,000 is calculated with the bank's lending rate, and shall be paid by Party B to Party A.
- 5) Party A is agreed to waive the rental expenses incurred by Party B for using the premise for the period from Jan to Feb 2010.
- 6) If the remaining balance is not settled within June 2010, Party A has the right to repossess the premise and confiscate the deposit paid to Party A. And Party B is liable to compensate Party A for an amount equivalent to 6 month's rental expenses for using the premise.
- 7) Both parties shall obey the terms set out in this agreement. This agreement comes into force promptly after the representatives of both parties sign and put on the seal.
- 8) This agreement is made in 2 copies, both parties hold one.

Meihekou Hengyide Warehouse Logistics Co., Ltd. (with company seal)
Legal Representative: (signature)

Jilin Ganzhi Ginseng Products Co., Ltd (with company seal)
Legal Representative: Zhang Yuxiang

China Ginseng Holdings Inc. (with company seal)
Legal Representative: Liu Changzhen
