

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 2 to

Form F-1

REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

Concord Medical Services Holdings Limited

(Exact name of registrant as specified in its charter)

Not Applicable

(Translation of registrant's name into English)

8011

*(Primary Standard Industrial
 Classification Code Number)*

Not Applicable

*(I.R.S. Employer
 Identification Number)*

Cayman Islands
*(State or other jurisdiction of
 incorporation or organization)*

**18/F, Tower A, Global Trade Center
 36 North Third Ring Road East, Dongcheng District
 Beijing 100013
 People's Republic of China
 (86 10) 5903-6688**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**National Registered Agents, Inc.
 875 Avenue of the Americas, Suite 501
 New York, New York 10001
 (888) 336-3926**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

**Leiming Chen
 Simpson Thacher & Bartlett LLP
 35th Floor, ICBC Tower
 3 Garden Road
 Central, Hong Kong
 (852) 2514-7600**

**Portia Ku
 O'Melveny & Myers LLP
 37/F Plaza 66, 1266 Nanjing Road W
 Shanghai, People's Republic of China
 (86 10) 2307-7000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earliest effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to Be Registered(1)(2)	Proposed Maximum Offering Price per Ordinary Share(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of registration fee
Ordinary shares, par value US\$0.0001 per share(2)(3)	41,400,000	US\$3.6667	US\$151,800,000	US\$8,471(4)

(1) Estimated solely for the purpose of determining the amount of registration fee in accordance with Rule 457(a) under the Securities Act of 1933.

(2) Includes ordinary shares initially offered and sold outside the United States that may be resold from time to time in the United States either as part of their distribution or within 40 days after the later of the effective date of this registration statement and the date the shares are first bona fide offered to the public, and also includes ordinary shares that may be purchased by the underwriters pursuant to an over-allotment option. These ordinary shares are not being registered for the purposes of sales outside of the United States.

(3) American depositary shares issuable upon deposit of the ordinary shares registered hereby will be registered under a separate registration statement on Form F-6 (Registration No. 333-). Each American depositary share represents three ordinary shares.

(4) Previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

Explanatory Note

The sole purpose of this amendment is to amend the exhibit index and to file Exhibit 10.9, Exhibit 10.10, Exhibit 10.11, Exhibit 10.12, Exhibit 10.13 and Exhibit 10.15 to the registration statement. No other changes have been made to the registration statement. Accordingly, this amendment consists only of the facing page, this explanatory note and Part II of the registration statement.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 6 INDEMNIFICATION OF DIRECTORS AND OFFICERS

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our third amended and restated memorandum and articles of association, which will become effective upon the closing of this offering, will provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such, except through their own dishonesty, fraud or default.

Under the form of indemnification agreements filed as Exhibit 10.2 to this registration statement, we will agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or executive officer.

The form of underwriting agreement to be filed as Exhibit 1.1 to this registration statement will also provide for indemnification of us and our officers and directors.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 7 RECENT SALES OF UNREGISTERED SECURITIES

During the past three years, we have issued the following securities (including options to acquire our ordinary shares). We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Regulation S under the Securities Act or under Section 4(2) of the Securities Act regarding transactions not involving a public offering.

Purchaser	Date of Sale or Issuance	Number of Securities	Consideration in	Underwriting Discount and	
				U.S. dollars	Commission
Certain director of the registrant	November 27, 2007	1 ordinary share*	\$ 0.05		n/a
Notable Enterprise Limited	March 8, 2008	225,000 ordinary shares(1)	\$ 2,250		n/a
Dragon Image Investment Ltd.	March 8, 2008	37,500 ordinary shares(1)*	\$ 375		n/a
Daketala International Investment Holdings Ltd.	March 8, 2008	37,500 ordinary shares(1)*	\$ 375		n/a
Certain directors of the registrant and other minority shareholders	March 8, 2008	199,999 ordinary shares(1)*	\$ 1,999.99		n/a
Carlyle Asia Growth Partners III, L.P.	April 3, 2008	53,292 Series A contingently redeemable convertible preferred shares(2)	\$ 4,808,250		n/a
CAGP III Co-Investment, L.P.	April 3, 2008	2,125 Series A contingently redeemable convertible preferred shares(2)	\$ 191,750		n/a
CICC Sun Company Limited	April 3, 2008	26,535 Series A contingently redeemable convertible preferred shares	\$ 5,000,000		n/a
Carlyle Asia Growth Partners III, L.P.	April 10, 2008	convertible loan promissory note(3)	\$19,233,000		n/a
CAGP III Co-Investment, L.P.	April 10, 2008	convertible loan promissory note(4)	\$ 767,000		n/a
CZY Investments Limited	August 18, 2008	109,736 ordinary shares(5)*	\$ 8,669,144		n/a
Daketala International Investment Holdings Ltd.	August 18, 2008	47,030 ordinary shares(5)*	\$ 3,715,370		n/a
Thousand Ocean Group Limited	August 18, 2008	32,624 ordinary shares(5)*	\$ 2,577,296		n/a
Dragon Image Investment Ltd.	August 18, 2008	16,524 ordinary shares(5)*	\$ 1,305,396		n/a
Top Mount Group Limited	August 18, 2008	5,932 ordinary shares(5)*	\$ 468,628		n/a

Purchaser	Date of Sale or Issuance	Number of Securities	Consideration in U.S. dollars	Underwriting Discount and Commission	
				U.S. dollars	Commission
Carlyle Asia Growth Partners III, L.P.	October 20, 2008	93,493 Series B contingently redeemable convertible preferred shares	\$24,041,250		n/a
CAGP III Co-Investment, L.P.	October 20, 2008	3,728 Series B contingently redeemable convertible preferred shares	\$ 958,750		n/a
CICC Sun Company Limited	October 20, 2008	38,889 Series B contingently redeemable convertible preferred shares	\$10,000,000		n/a
Starr Investments Cayman II, Inc.	October 20, 2008	97,222 Series B contingently redeemable convertible preferred shares	\$25,000,000		n/a

- (1) Issued in connection with a share swap with Ascendium Group Limited as part of the reorganization to establish Concord Medical Services Holdings Limited as our ultimate holding company.
- (2) The numbers of Series A contingently redeemable convertible preferred shares issued to Carlyle Asia Growth Partners III, L.P. and CAGP III Co-Investment, L.P. on April 3, 2008 also include Series A contingently redeemable convertible preferred shares issued as a result of the conversion of two convertible loan promissory notes issued on November 16, 2007 by our predecessor, Our Medical Services, Ltd., or OMS, plus accrued interest. OMS received consideration for the issuance of such convertible loan promissory notes in the amount of \$4,808,250 and \$191,750 from Carlyle Asia Growth Partners III, L.P. and CAGP III Co-Investment, L.P., respectively.
- (3) The convertible loan promissory note was converted into 84,072 of our Series A contingently redeemable convertible preferred shares on July 30, 2008.
- (4) The convertible loan promissory note was converted into 3,353 of our Series A contingently redeemable convertible preferred shares on July 30, 2008.
- (5) Issued as settlement for the share options issued to certain of our directors under the share option plan adopted by our predecessor company, Our Medical Services Limited, on November 17, 2007.
- * Does not take into account the share split effective on November 17, 2009 whereby all of our issued and outstanding 704,281 ordinary shares of a par value of US\$0.01 per share were split into 70,428,100 ordinary shares of US\$0.0001 par value per share and the number of our authorized ordinary shares was increased from 4,500,000 to 450,000,000.

ITEM 8 EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

- (a) Exhibits
See Exhibit Index beginning on page II-6 of this registration statement.
- (b) Financial Statement Schedules
Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in our consolidated financial statements or the notes thereto.

ITEM 9 UNDERTAKINGS

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant under the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness, provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) For the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE

Under the Securities Act of 1933, the undersigned, the duly authorized representative in the United States of Concord Medical Services Holdings Limited, has signed this registration statement or amendment thereto in Newark, Delaware, on November 23, 2009.

Authorized U.S. Representative

PUGLISI & ASSOCIATES

By: /s/ Donald J. Puglisi
Name: Donald J. Puglisi
Title: Managing Director

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CONCORD MEDICAL SERVICES HOLDINGS LIMITED

EXHIBIT INDEX

Exhibit Number	Description of Document
1.1*	Form of Underwriting Agreement
3.1**	Second Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2**	Secretary's Certificate of the Registrant dated as of November 17, 2009 as to the Amendment to the Second Amended and Restated Memorandum and Articles of Association of the Registrant
3.3*	Form of Third Amended and Restated Memorandum and Articles of Association of the Registrant
4.1*	Form of Registrant's American Depository Receipt (included in Exhibit 4.3)
4.2**	Specimen Certificate for Ordinary Shares of the Registrant
4.3*	Form of Deposit Agreement among the Registrant, the Depository and Owners and Beneficial Owners of the American Depository Shares issued thereunder
4.4**	Series A Preferred Shares Subscription Agreement, dated as of February 5, 2008, as amended on April 2, 2008 and on October 20, 2008, among CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P., Liu Haifeng, Steve Sun, Yang Jianyu, Bona Liu, Our Medical Services, Ltd., Ascendium Group Limited, Shenzhen Aohua Medical Services Co., Ltd. and Concord Medical Services Holdings Limited
4.5**	Amendment No. 1 to Series A Preferred Shares Subscription Agreement, dated as of April 2, 2008, among CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P., Liu Haifeng, Steve Sun, Yang Jianyu, Bona Liu, Our Medical Services, Ltd., Ascendium Group Limited, Shenzhen Aohua Medical Services Co., Ltd. and Concord Medical Services Holdings Limited
4.6**	Amendment No. 2 to Series A Preferred Shares Subscription Agreement, dated as of October 20, 2008, among CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P., Liu Haifeng, Steve Sun, Yang Jianyu, Bona Liu, Our Medical Services, Ltd., Ascendium Group Limited, Shenzhen Aohua Medical Services Co., Ltd. and Concord Medical Services Holdings Limited
4.7**	Series B Preferred Shares Subscription Agreement, dated as of October 10, 2008, as amended on October 20, 2008, among CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P., Starr Investments Cayman II, Inc., Concord Medical Services Holdings Limited and other persons named therein
4.8**	Amendment to Series B Preferred Shares Subscription Agreement, dated as of October 20, 2008, among CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P., Starr Investments Cayman II, Inc., Concord Medical Services Holdings Limited and other persons named therein
4.9**	Amended and Restated Shareholders Agreement, dated as of October 20, 2008, among Concord Medical Services Holdings Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, CICC Sun Company Limited, Perfect Key Holdings Limited, Starr Investments Cayman II, Inc. and certain other persons named therein
4.10**	Share Charge, dated as of November 10, 2008, by CZY Investments Limited in favor of CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P. and Starr Investments Cayman II, Inc.
4.11**	Share Charge, dated as of November 10, 2008, by Daketala International Investment Holdings Ltd. in favor of CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P. and Starr Investments Cayman II, Inc.
4.12**	Share Charge, dated as of November 10, 2008, by Dragon Image Investment Ltd. in favor of CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P. and Starr Investments Cayman II, Inc.
4.13**	Share Charge, dated as of November 10, 2008, by Notable Enterprise Limited in favor of CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P. and Starr Investments Cayman II, Inc.
4.14**	Share Charge, dated as of November 10, 2008, by Thousand Ocean Group Limited in favor of CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P. and Starr Investments Cayman II, Inc.

Exhibit Number	Description of Document
4.15**	Share Charge, dated as of November 10, 2008, by Top Mount Group Limited in favor of CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P. and Starr Investments Cayman II, Inc.
4.16**	Deed of Amendment, dated as of September 14, 2009, among CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P., Starr Investments Cayman II, Inc. and Notable Enterprise Limited
4.17**	Deed of Partial Release, dated as of September 14, 2009, by CICC Sun Company Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, L.P. and Starr Investments Cayman II, Inc. in favor of CZY Investment Limited
4.18**	Amendment to Amended and Restated Shareholders Agreement, dated as of November 17, 2009, among Concord Medical Services Holdings Limited, Carlyle Asia Growth Partners III, L.P., CAGP III Co-Investment, CICC Sun Company Limited, Perfect Key Holdings Limited, Starr Investments Cayman II, Inc. and certain other persons named therein
5.1**	Opinion of Walkers regarding the validity of the ordinary shares being registered
8.1**	Opinion of Walkers regarding certain Cayman Islands tax matters (included in Exhibit 5.1)
8.2**	Opinion of Simpson Thacher & Bartlett LLP regarding certain U.S. tax matters
10.1**	2008 Share Incentive Plan adopted as of October 16, 2008
10.2**	Form of Indemnification Agreement with the Registrant's directors and officers
10.3**	Form of Medical Equipment Lease Agreement
10.4**	Form of Equipment Management Services Agreement
10.5**	Form of Service-only Management Agreement
10.6**	Summary of the Oral Agreement entered into between China Medstar Pte. Ltd. and Beijing Medstar Hi-Tech Investment Co., Ltd.
10.7**	Summary of the Oral Agreement entered into between China Medstar Pte. Ltd. and Cheng Zheng
10.8**	Summary of the Oral Agreement entered into between China Medstar Pte. Ltd. and Yaw Kong Yap
10.9†	Translation of Medical Equipment Lease Agreement, dated as of August 25, 2009, by and between Medstar (Shanghai) Leasing Co., Ltd. and Chang'an Hospital Co., Ltd.
10.10†	Translation of Service-Only Management Agreement, dated as of August 1, 2008, among CMS Hospital Management Co., Ltd., Xi'an Wanjiechangxin Medical Services Company Limited and Chang'an Hospital Co., Ltd.
10.11†	Translation of Agreement Concerning the Establishment of the Aohai Radiotherapy Treatment and Diagnosis Research Center, dated as of September 19, 1995, by and between the Chinese People's Liberation Army Navy General Hospital and Beijing Our Medical Equipment Development Company, which transferred its interest in the agreement to Shenzhen Aohua Medical Services Co., Ltd.
10.12†	Translation of Supplemental Agreement Concerning the Development of the Aohai Radiotherapy Treatment and Diagnosis Research Center, dated as of March 18, 1999, by and between Shenzhen Aohua Medical Services Co., Ltd. and the Chinese People's Liberation Army Navy General Hospital.
10.13†	Translation of Supplemental Agreement Concerning the Development of the Aohai Radiotherapy Treatment and Diagnosis Research Center, dated as of September 27, 2003, by and between Shenzhen Aohua Medical Services Co., Ltd. and the Chinese People's Liberation Army Navy General Hospital.
10.14**†	Translation of Medical Equipment Lease Agreement, dated as of September 29, 2006, by and between Shanghai Medstar Investment Management Co., Ltd., the predecessor of Medstar (Shanghai) Leasing Co., Ltd., and the Chinese People's Liberation Army Navy General Hospital.
10.15†	Translation of Supplemental Agreement Concerning the Development of the Aohai Radiotherapy Treatment and Diagnosis Research Center, dated as of July 8, 2009, by and between Shenzhen Aohua Medical Services Co., Ltd. and the Chinese People's Liberation Army Navy General Hospital.
10.16**	Translation of Supplemental Agreement to the Service-only Management Agreement, dated as of August 1, 2008, among Xi'an Wanjiechangxin Medical Services Company Limited, Chang'an Hospital Co., Ltd. and CMS Hospital Management Co., Ltd.
10.17**	Translation of Agreement Regarding the Transfer of Equity in Aohai Radiotherapy Treatment and Diagnosis Research Center, dated as of May 5, 1997, among Beijing Our Medical Equipment Development Company, Shenzhen Aohua Medical Services Co., Ltd. and the Chinese People's Liberation Army Navy General Hospital.

Exhibit Number	Description of Document
10.18**	Translation of Supplemental Agreement to the Supplemental Agreement Concerning the Development of the Aohai Radiotherapy Treatment and Diagnosis Research Center, dated as of September 15, 2004, by and between Shenzhen Aohua Medical Services Co., Ltd. and the Chinese People's Liberation Army Navy General Hospital.
10.19**	Translation of Supplemental Agreement to the Cooperation Contract Concerning the Aohai Radiotherapy Treatment and Diagnosis Research Center, dated as of August 16, 2003, by and between Shenzhen Aohua Medical Services Co., Ltd. and the Chinese People's Liberation Army Navy General Hospital.
10.20**	Amendment to 2008 Share Incentive Plan adopted as of November 17, 2009
21.1**	Subsidiaries of the Registrant
23.1**	Consent of Independent Registered Public Accounting Firm
23.2**	Consent of Walkers (included in Exhibit 5.1)
23.3**	Consent of Simpson Thacher & Bartlett LLP (included in Exhibit 8.2)
23.4**	Consent of Jingtian & Gongcheng Attorneys At Law
23.5**	Consent of Frost & Sullivan
24.1**	Powers of Attorney (included on the signature page in Part II of this registration statement)
99.1**	Code of Business Conduct and Ethics
99.2*	Form of Opinion of Jingtian & Gongcheng Attorneys At Law

* To be submitted by amendment.

** Previously filed.

† Portions of this document have been omitted pursuant to a confidential treatment request and the omitted information has been filed separately with the Securities and Exchange Commission.

**CERTAIN INFORMATION (INDICATED BY ASTERISKS) IN THIS EXHIBIT
HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES
AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN
REQUESTED WITH RESPECT TO THE OMITTED PORTION.**

Medical Equipment Lease Agreement

Parties:

Lessee: Chang'an Hospital Company Limited ("Party A")
Legal Representative: Cai Shijie
Address: No.17, Wenjing Road, Xi'an

Lessor: Medstar (Shanghai) Leasing Co., Ltd. ("Party B")
Legal Representative: Cheng Zheng
Address: Suite 803, 620 Zhangyang Road, Pudong New District, Shanghai

Whereas:

1. For purposes of maintaining its leading position in medical technology and academic development, the Lessee plans to expand the cancer diagnostic and treatment center (the "Centre") and wishes to install certain medical equipment;
2. The Lessor is a professional company which is engaged in the lease of large medical equipment as well as provision of relevant services;
3. The Lessor intends to purchase from Xi'an Century Friendship Medical Technology Co., Ltd. such medical equipment as set out in Appendix 1 hereto and lease the same to the Lessee for use by Chang'an Hospital and the Lessee accepts the manufacturer, specifications, model, equipping, etc. of such equipment;

CONFIDENTIAL TREATMENT REQUESTED BY CONCORD MEDICAL SERVICES HOLDINGS LIMITED

NOW, THEREFORE, upon friendly consultations and based on the principle of equality and mutual benefit, Party A and Party B hereby agree as follows with respect to the leasing by Party B to Party A of the medical equipment set out in Appendix 1 hereto (the "Leased Assets"):

Article 1 Leased Assets

- 1.1 Party B agrees to lease to Party A the Leased Assets listed in Appendix 1 hereto, the price of which is RMB*** million.
- 1.2 In order for the lease project to be carried out smoothly, Party A shall be responsible for procuring all necessary procurement licenses, environmental evaluation and assessment, charges and prices approval filing, and such other matters as required for the operation of the Leased Assets. Party A shall also process and complete all procedures required for the use and installation of the Leased Assets and shall construct and furnish the machine room, etc. required for the Leased Assets pursuant to the regulations and rules of the state and relevant authorities.

Article 2 Use of the Leased Assets

- 2.1 The Leased Assets shall be used at Party A's premises for the purpose of carrying out cancer diagnostic and treatment work.
- 2.2 The Leased Assets must be installed and placed at the location agreed by the Parties within the premises of Party A. Without the written consent of Party B, Party A shall not change the location and operation environment of the Leased Assets.

Article 3 Ownership of the Leased Assets

- 3.1 During the Lease Term, the ownership of the Leased Assets as listed in the Appendix to this Agreement, including any parts and components, replacement

CONFIDENTIAL TREATMENT REQUESTED BY CONCORD MEDICAL SERVICES HOLDINGS LIMITED

parts, attached parts and auxiliary parts of (or to be attached to) the Leased Assets, shall always belong to Party B. During the Lease Term, Party A shall only enjoy the right to use the Leased Assets. Party A may not sell, transfer, sub-lease, mortgage, or make investment by means of, the Leased Assets, or otherwise conduct any other action that may infringe Party B's rights and benefits. Otherwise, Party A shall assume corresponding breach of contract liabilities.

- 3.2 Where Party A is shut down, suspended, merged or acquired, or modifies the type of its ownership or enters into bankruptcy, Party A shall have no right to dispose of the Leased Assets. Party B's ownership of the Leased Assets shall not be affected by any agreement entered into by Party A with any third party or any change to Party A's status as a legal person.
- 3.3 During the performance of the Agreement, Party B shall have the right to inspect the use and conditions of the Leased Assets and as long as such inspection would not affect the use of the equipment, Party A shall facilitate the carrying-out of such inspection. Without Party B's written consent, Party A may not add or remove any parts and components of the Leased Assets nor shall it change the premises of use of the Leased Assets. Party B shall have the right to affix marks of ownership onto the Leased Assets. Party B (or its entrusted agent) shall have the right to inspect, on a regular basis or at any time, the use and conditions of the Leased Assets and Party A shall exert every effort to facilitate the same.
- 3.4 Party B shall have the right to mortgage the Leased Assets or transfer its beneficial interests to a third party, provided that the implementation of this Agreement and the normal use by Party A shall not be affected thereby.

Article 4 Lease Term

- 4.1 The Lease Term shall be 15 years, commencing from September 1, 2009 and expiring on August 31, 2024. If the Parties fail to formally commence the lease as of September 1, 2009, the Lease Term will be extended accordingly and will be re-agreed by the Parties by a supplementary instrument.

- 4.2 The Lease Term shall be fixed. During the Lease Term, Party A may not unilaterally suspend or terminate the lease hereunder nor shall it request any change to the provisions hereof on any ground.
- 4.3 Upon expiration of the Lease Term, the Parties may renew this Agreement after Party B shall have conducted relevant maintenance, upgrading and renovation work in respect of the Leased Assets based on the then actual conditions of the Leased Assets, provided that Party B shall guarantee the normal operation of the Leased Assets during the term of the renewed agreement.

Article 5 Rental Fee and Payment

- 5.1 Rental fee calculation method:

From ***, the rental fee = ***;

From ***, the rental fee = ***;

(1) Revenue of Leased Assets: Total fee amounts received from the use of the Leased Assets for diagnosis (or treatment)

(2) Hospital-Paid Costs and Expenses: Various costs and expenses incurred during the course of diagnostic or treatment, including: the wages, bonus, welfare benefits, overtime charges and travel and accommodation expenses of the personnel of the Centre (exclusive of personnel dispatched by both Parties); water and power utility charges; costs of consumables; document printing costs; hospitality expenses; academic exchange expenses; R&D assistance costs; the repair and maintenance costs of the Leased Assets; costs of office supplies; telephone charges; medical dispute settlement expenses, etc.

- 5.2 The rental fee shall be paid on a monthly basis. Party A shall transfer the rental fee of the previous month to the designated account of Party B by the 15th day of each month. The information of the account for the receipt of rental fee payments is as follows:

Account Name: Medstar (Shanghai) Leasing Co., Ltd.

Bank name: Shanghai Waigaoqiao Gaoqiao Branch, Agricultural Bank of China

Account number: ***

Simultaneously, Party B shall issue an official tax invoice to Party A.

During the term of this Agreement, the making of payment by Party A to the designated bank account set forth above shall be deemed performance of its payment obligation hereunder and the making of payment by Party A to any other account or in any other manner without the consent of Party B shall not be deemed performance of its obligation hereunder. Where Party B needs to change its account for the rental fee payment, Party B shall give prior written notice to Party A and Party A's finance department.

Article 6 Rights and Obligations of the Parties

6.1 Party A's rights and obligations

- 6.1.1 Party A shall issue on a monthly basis a rental fee confirmation letter to Party B, setting out the fee amounts of the Leased Assets, the Hospital-Paid Costs and expenses, etc. Party A shall warrant the truthfulness of the data provided in such letter.
- 6.1.2 Party A shall provide the machine room and auxiliary rooms for the Leased Assets and add necessary auxiliary facilities, etc.; shall provide professional personnel including experts, doctors, nurses and technicians and shall provide convenience in respect of logistics services.
- 6.1.3 Party A shall assist the supplier in handling domestic transportation, installation, commissioning, etc. of the equipment.
- 6.1.4 Party A shall be responsible for the treatment and other medical decisions of the patients as well as for the timely handling of medical disputes arising from the Centre.

- 6.1.5 Party A shall properly manage and safeguard the Leased Assets and shall designate specially-assigned staff to take charge of the daily work in connection with the operation of the Leased Assets.
- 6.1.6 Party A shall be responsible for processing and completing all procedures with the competent supervising departments and relevant authorities in relation to the approval of the project, procurement permits, environmental evaluation and assessment, approval of charges and prices and qualification for medical insurance coverage, as well as all relevant routine procedures as required to be processed on a yearly basis.
- 6.1.7 Party A may not use the Leased Assets for diagnosis and treatment free of charge. If any fee exemption or reduction is required by any extraordinary circumstance, such exemption or reduction shall be approved and signed by both Parties.
- 6.1.8 Party A may not terminate earlier or modify this Agreement on the ground that Party B has recovered its costs, or that the revenue from the Leased Assets is continually growing, or that any leader of the Hospital has been changed.
- 6.1.9 During the Lease Term, Party A may not separately operate any other project competing with the Center either by itself or in cooperation with any third party.

6.2 Party B's rights and obligations

- 6.2.1 Party B shall, in cooperation with the supplier, timely deliver to Party A the Leased Assets designated by Party A and shall assist the supplier in installing and commissioning the Leased Assets.
- 6.2.2 Party B shall inform itself of the operation status of the Leased Assets at all times based on the income and expenses information related to the operation of the Leased Assets as provided by Party A.
- 6.2.3 Party B shall have the right to dispatch Leased Assets administration personnel to manager the Leased Assets and shall have the right to keep a book recording the number of patients diagnosed or treated with the

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Leased Assets, the purchase and use of consumables and other costs related to the use of the Leased Assets and Party A shall cooperate with the same.

- 6.2.4 Without written authorization of Party B, the administration personnel dispatched by Party B shall have no authority to amend or supplement any matters agreed hereunder on behalf of Party B.
- 6.2.5 Party B or Party B's entrusted agent (including asset appraisers, accountants, etc) shall have the right to examine the use and the condition of the Leased Assets and Party A shall exert every effort to facilitate the same.
- 6.2.6 Party B shall assist the supplier in providing such technical documentation as required for the use of the Leased Assets.
- 6.2.7 Party B shall assist the supplier in conducting daily repair and maintenance work in respect of the Leased Assets.
- 6.2.8 Party B shall cooperate with the professional management company in relation to the planning and organization of the Centre's academic promotion and guidance on its operation and management.
- 6.2.9 Upon expiry of the Lease Term, where terms and conditions are equal, Party B shall have the preemptive right to provide leasing with respect to any similar project in the future.

Article 7 Delivery, Examination and Acceptance of the Leased Assets

- 7.1 Delivery, examination and acceptance: After the Leased Assets are delivered to the premises, Party A shall examine the Leased Assets for acceptance in accordance with the Appendix hereof. In the event that the Leased Assets fail to meet the agreed requirements, Party A shall timely make a note on the delivery receipt and wait for Party B to resolve the same. Party A shall be responsible for safeguarding the Leased Assets once the Leased Assets arrive at the location for installation or operation.
- 7.2 Technical examination and acceptance: If, upon installation and commissioning and completion by Party A of the diagnostic or treatment of the first 30 patients,

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Party A confirms that the Leased Assets are in consistency with the technical requirements, Party A shall issue to Party B an acceptance receipt within 5 days, whereupon the delivery of the Leased Assets shall be deemed completed. Where Party A fails to timely issue such receipt or to raise any written objection, the Leased Assets shall be deemed properly delivered. Thereupon, the Lease Term shall commence and the charges collected from such 30 patients shall be included as the revenue of the Center.

7.3 Where the Leased Assets fail to pass the acceptance examination, the supplier shall be responsible for addressing the matter.

7.4 Considering the Leased Assets hereunder are purchased by Party B from Xi'an Century Friendship Medical Technology Co., Ltd., the Parties agree that Xi'an Century Friendship Medical Technology Co., Ltd. shall be responsible for delivering the Leased Assets to the site designated by Party A. The Parties will, in conjunction with Xi'an Century Friendship Medical Technology Co., Ltd., conduct the acceptance examination. No risk arising out of the delivery acceptance and the technical acceptance shall be borne by Party B. If the Leased Assets pass the acceptance examination, Party A shall unconditionally lease the Leased Assets; if the Leased Assets fail to pass the acceptance examination, Xi'an Century Friendship Medical Technology Co., Ltd. shall bear relevant liabilities and Party A shall not bring any suit or claims against Party B in respect of the same.

Article 8 Liability for Loss and Damage of the Leased Assets and Third Party Injury

8.1 During the Lease Term, Party B shall be responsible to maintain for the Leased Assets insurance with an insurer acceptable to the Parties, and Party B or any third party designated by Party B shall be named as the beneficiary. The insurance premium shall be included as Hospital-Paid Costs and Expenses.

- 8.2 During the Lease Term, upon occurrence of any insurance-covered incident, Party A shall actively cooperate with Party B in processing the claim with the relevant insurer.
- 8.3 During the Lease Term, if the Leased Assets are lost or damaged due to reasons attributable to Party A, Party A shall, at its costs and expenses, take one or several of the following actions as determined by Party B:
- (i) To restore or repair the Leased Assets to the effect that the Leased Assets become capable of being used in a completely normal manner;
 - (ii) To effect replacement in respect of the Leased Assets with parts, components or assets of the same model and function as the Leased Assets;
 - (iii) In the case of the circumstances (i) and (ii) above, Party A shall continue to lease the Leased Assets and its obligation to pay the rental fee shall remain unchanged. During the period where the Leased Assets cannot be operated normally, Party A shall pay to Party B a monthly rental fee equal to the average rental fee amount of the three months preceding the loss or damage of the Leased Assets.
 - (iv) Insurance proceeds may be used to cover the repair costs of the Leased Assets and any shortfall amount shall be paid by Party A.
 - (v) Where the loss or damage of the Leased Assets is beyond repair, Party A shall be liable to indemnify Party B against losses pursuant to the breach of contract provisions hereof.
- 8.4 If any third party (e.g. patients) suffers any injury as a result of reasons attributable to the Leased Assets themselves (such as technical factors or quality defects, etc.), Party A shall, in conjunction with Party B, seek recourse against the seller of the Leased Assets.
- 8.5 If any third party (e.g. patients) suffers any injury as a result of Party A's negligent use of the Leased Assets, Party A shall be held liable.
- 8.6 If any third party (e.g. patients) suffers any injury as a result of force majeure (other than as a result of reasons attributable to the Leased Assets themselves or the fault of Party A), in principle, neither Party A nor Party B shall be liable to

indemnify, provided that Party A shall have the duty to take precautions against such kind of "risks" by taking out third party liability insurance.

Article 9 Disposal of the Leased Assets Upon Expiry of the Lease Term

Upon the expiry of the Lease Term, if the Parties do not renew the Agreement, the Leased Assets shall be returned to Party B.

Article 10 Breach of Agreement

- 10.1 Party A and Party B shall perform the corresponding responsibilities and obligations in accordance with the time schedules as provided in this Agreement. In case of any breach of Agreement, the breaching party shall compensate the other party's economic loss.
- 10.2 Any delay in making rental fee payment by Party A shall not exceed two months. In case of any such delay, Party A shall pay Party B a daily default penalty equal to 0.05% of the overdue amount, except where such delay is caused by the force majeure.
- 10.3 Any breach by Party A set forth below shall be deemed a material breach by Party A:
 - 10.3.1 any failure by Party A to perform the lease obligations upon purchase of the Leased Assets by Party B from Xi'an Century Friendship Medical Technology Co., Ltd. in violation of this Agreement;
 - 10.3.2 any delay by Party A in making any rental fee payment exceeding two months by Party A;
 - 10.3.3 any unilateral early termination or modification of this Agreement by Party A in violation of this Agreement;
 - 10.3.4 any interference by Party A in Party B's management or financial supervision of the Leased Assets;
 - 10.3.5 any unilateral disposal (including sale, sub-lease, removal or transfer, etc.) by Party A of the Leased Assets in violation of this Agreement;

- 10.3.6 provision of any false information by Party A regarding the Revenue of the Leased Assets and so on, such that the rental fee payment collected by Party B is less than the amount to which Party B is entitled;
 - 10.3.7 introduction of any similar medical equipment with similar functions to the Leased Assets through any third party or cooperation with any third party to develop similar projects in violation of this Leased Agreement;
 - 10.3.8 any suspension of normal medical services to patients using the Leased Assets for a period exceeding 30 days due to the man-made reasons of Party A; or any severe destruction or loss of the Leased Assets due to improper use, intentional damage or careless storage by Party A.
- 10.4 In case of any material breach of Agreement by Party A, Party B shall have the right to terminate this Agreement and take any of the following measures:
- 10.4.1 request Party A to immediately make full payment of all undue rental fee, default penalty and all other amounts payable;
$$\text{Undue Rental Fee} = \text{Remaining Lease Term (month)} \times \text{monthly average rental fee obtained by Party B in one year prior to the beach of Agreement}$$

If the Lease Term is shorter than one year, the monthly average rental fee obtained by Party B shall be deemed 3% of the purchase price of the equipment. $\text{Default Penalty} = \text{Undue Rental Fee} \times 50\%$
 - 10.4.2 terminate this Agreement, and Party B shall take over the Leased Assets to continue the operation, and the revenue generated from such operation of the Leased Assets shall be solely owned by Party B. Party B shall also have the right to request Party A to pay the default penalty (the calculation method is the same as above) and all other amounts payable.
- 10.5. In case of any of the above mentioned breach or infringement by Party A, Party A shall also be liable for all costs for lawsuits, legal counsel fee and other expenses arising from Party B's realization of its creditor's rights.

Article 11 Dispute Resolution

Any and all disputes related to this Agreement shall be resolved by Party A and Party B through consultation. In case that no settlement could be reached through consultation, either party may bring an action before the People's Court designated by Party B.

Article 12 Appendix

The Appendix to this Agreement is an integrated part hereof and shall have the equal legal validity as that of the main text hereof.

Article 13 Effectiveness of the Agreement

This Agreement shall become effective upon being signed and stamped by Party A and Party B.

Article 14 Termination of the Agreement

- 14.1 This Agreement shall be automatically terminated upon the expiry of the Lease Term.
- 14.2 All claims and indebtedness arising from the performance of this Agreement by Party A and Party B shall be terminated upon full repayment of all debts, including all rental fee payments, default penalties, indemnification, and so on.
- 14.3 In case of impossibility of performance of the Agreement or use of the Leased Assets due to war, natural disaster, force majeure and other factors, this Agreement shall be terminated and neither party shall be liable to or have any rights against the other party.
- 14.4 Prior to the commencement of the Lease Term, under the following circumstances, Party B shall have the right to terminate this Agreement without any liability:
 - 14.4.1 Party A fails to obtain the procurement permits for the medical equipment;
 - 14.4.2 Party A fails to prepare and provide, on a timely basis, the premises for using the Leased Assets.
- 14.5 In the event that the government or the military adjusts its policy and issues any regulation or document for prohibiting equipment lease within the country or

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within the military system, resulting in this Agreement not being able to be performed, but without affecting the use of the Leased Assets, Party A shall be responsible for coordination and negotiation. During such period of coordination and negotiation, Party A shall be still subject to the obligation for paying the rental fee on a timely basis. If no resolution can be reached upon negotiation, this Agreement may be terminated in early manner, provided, however, that Party A shall make a lump-sum payment for the remaining rental fee payments to Party B. The remaining rental fee payments shall be equal to *** minus ***.

Remaining Rental Fee Payments = ***

Article 15 Miscellaneous

- 15.1 Prior to the formal operation of the Leased Assets, the Parties shall enter into certain supplemental documents, such as the Composition of the Organization and Management Department of the Leased Assets and Financial Management Process of the Leased Assets, with respect to the specific matters concerning the management department and financial management process of the Leased Assets.
- 15.2 The Parties hereto have carefully read through all the terms of this Agreement. Reasonable manner has been adopted to urge the Parties to pay attention to the terms regarding exemption or restriction on their responsibilities as provided herein. Per request of the Parties, explanation has been made in respect of the relevant terms.
- 16.2 The Parties hereto have authorized their respective representatives to sign this Agreement. All terms of this Agreement are a true expression of the intents of the Parties and shall have legal binding effect on the Parties.

Article 16 The original of this Agreement and the Appendix hereto shall be prepared in four copies of which Party A and Party B shall each hold two copies.

Article 17 With respect to any matters not covered herein, the Parties may enter into a supplemental agreement with respect thereto. Any supplemental agreement and this Agreement shall have equal legal validity.

Article 18 This Agreement is signed and executed on August 25, 2009 in Xi'an.

(No operative text below)

Party A: Chang'an Hospital Company Limited
Legal Representative
(or Authorized Representative): (Signature and Seal)

Party B: Medstar (Shanghai) Leasing Co., Ltd.
Legal Representative
(or Authorized Representative): (Signature and Seal)

Appendix I:

List of Leased Assets

<u>Item</u>	<u>Description of Equipment</u>	<u>Brand</u>	<u>Quantity</u>	<u>Manufacturer</u>	<u>Type</u>
1	MM50		1	IBA	MM50
2	PET/CT	GE	1	GE	DiscoveryLs
3	Novalis		1	Varian	Simulator included
4	CT		1	SHIMADZU	SCT-6800TXL
5	MRI		1	Philips	Interal.5T
6	Cyclotron		1	IBA	CYCLONE18/9

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REDACTED Version of Exhibit 10.10
Translation

CERTAIN INFORMATION (INDICATED BY ASTERISKS) IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTION.

Service-Only Management Agreement

Signed on: August 1, 2008

Contract No.: CMS2008001

Entrusting Parties:

Xi'an Wanjiechangxin Medical Services Company Limited
Legal Representative: CAI Shijie

Chang'an Hospital (i.e., Chang'an Hospital Company Limited)
Legal Representative: CAI Shijie

Entrusted Party:

CMS Hospital Management Co., Ltd.
Legal Representative: YANG Jianyu

WHEREAS:

1. The Entrusted Party has the largest tumor therapy-related medical network in Asia and expertise in operation and management of medical institutions;
2. The Entrusting Parties aims to develop Chang'an Hospital to be one of top-tiered modernized hospitals in China with core competitiveness in tumor therapy and deliver attractive economic return and social benefits;
3. The Board of Directors (please refer to Appendix A) of the Entrusting Parties and the shareholders' meeting (please refer to Appendix B) have approved the resolutions, pursuant to which, all existing businesses in Chang'an Hospital will be entrusted to the Entrusted Party for operation and management;

NOW, THEREFORE, the Entrusting Parties and the Entrusted Party hereby agree as follows through friendly consultation in the principle of equality and mutual benefits:

1. Definitions and Explanations

In the Contract, the following terms have meanings as below.

"Parties": the Entrusting Parties and the Entrusted Party;

"Monthly Gross Revenue": the gross operational revenue generated by Chang'an Hospital by month (before deduction of any cost);

"Annual Accounting": the accounting conducted every full year (twelve months) starting from the date when the Entrusted Party was entrusted for operation and management;

"Annual Gross Revenue": After Annual Accounting, the gross operational revenue generated by Chang'an Hospital in a continuous operating period for twelve months

(before deduction of any cost)

2. Model of Entrusted Operation and Management

- (1) The Entrusted Party shall take over all existing businesses in Chang'an Hospital and conduct operation and management.
- (2) The Entrusted Party shall conduct operation and management activities in the name of Chang'an Hospital.

3. Period for Entrusted Operation and Management

- (1) The Parties shall unanimously agree that the period for entrusted operation and management shall be in force since the effective date of this Contract until the 2nd Phase Construction Project of Chang'an Hospital is put in use (i.e. the business opening); if the 2nd Phase Construction Project of Chang'an Hospital is put in use prior to December 31, 2009, the period shall be in force since the effective date of this Contract until December 31, 2009.
- (2) Entrustment target: The Entrusted Party undertakes that it shall maintain and increase the value of the entrusted assets in the entrustment period, enhance Chang'an Hospital's brand profile and social awareness, strengthen Chang'an Hospital's internal management and its team stability, and deliver a rapid growth in revenue and profit, all of which shall pave the way for the development of the 2nd Phase.

4. Matters under Entrusted Operation and Management

The Parties shall agree that the following matters be under the Entrusted Party's operation and management.

- (1) All businesses within Chang'an Hospital's business scope;
- (2) Chang'an Hospital's internal administrative matters, including but not limited to financials, human resource, administration, etc.

5. Fee and Bonus for Entrusted Operation and Management

- (1) The Parties unanimously agree that the management fee for the Entrusted Party shall be calculated as *** of Chang'an Hospital's Monthly Gross Revenue and paid to the Entrusted Party on a monthly basis after monthly accounting.
- (2) Chang'an Hospital shall complete the monthly revenue accounting for the last month prior to the 15th of every month and with the recognition and consent from the Entrusted Party, it shall transfer the management fee to the account specified by the Entrusted Party within five days.
- (3) If the period lasts any one full year, Chang'an Hospital shall complete the Annual Accounting within 15 days and with the recognition and consent from the Entrusted Party, it shall provide the incentives for the Entrusted Party as set forth below.
 - a. If the growth rate of Chang'an Hospital's Annual Gross Revenue is less than

***, no bonus shall be provided for the Entrusted Party;

b. If the growth rate of Chang'an Hospital's Annual Gross Revenue exceeds ***, the bonus for the Entrusted Party shall be calculated as ***;

c. The data of annual revenue and its growth rate shall be recognized by the Parties and be verified by an intermediary recognized by the Parties.

(4) Upon the recognition of the Annual Accounting by the Parties, Chang'an Hospital shall transfer the bonus to the account specified by the Entrusted Party within 5 days.

(5) If the Entrusted Party has any disagreement in the monthly accounting or the Annual Accounting, Chang'an Hospital shall coordinate with the Entrusted Party to review the accounting results within three days upon the receipt of the disagreement from the Entrusted Party. The accounting is subject to the results after review.

(6) The Parties shall unanimously agree that the income related to the tumor business in the cooperation scope under the Framework Agreement ("Such Income") shall not be included into the Monthly Gross Revenue and the Annual Gross Revenue. Therefore, Such Income shall be deducted from the revenue for last year when calculating the annual growth rate.

6. The Parties' Rights and Obligations

(1) Chang'an Hospital's Rights and Obligations

a. It has the right to accredit representatives to take in the operational situation from time to time and the Entrusted Party shall coordinate with all one's strength;

b. It has the right to deal with the labor relationships and the service relationships of Chang'an Hospital's employees but shall keep the Entrusted Party informed and consult the Entrusted Party's opinions or advice;

c. It has the obligation to handle all necessary approval and filing procedures to execute and perform the Contract;

d. It has the obligation to start the handover of all businesses upon the effective date of this Contract and coordinate the Entrusted Party's operation and management activities with all one's strength;

e. It has the obligation to conduct accounting and pay the management fee to the Entrusted Party pursuant to this Contract;

f. In case of any change in the business scope or treatment and diagnosis programs in Chang'an Hospital or any cooperation with any third-party, it shall notify the

Entrusted Party immediately;

- g. Without the Entrusted Party's consent, Chang'an Hospital shall not dispose any asset or equipment, provide any guarantee externally, entrust operation and management, lease medical equipment, conduct outbound investment, etc.

(2) The Entrusted Party's Rights and Obligations

- a. It has the right to carry out the management based on its philosophy and experience, on the premise of not violating any law, regulation or this Contract;
- b. It has the right to formulate new rules and regulations and has the right to revise, or suspend during the Contract Period the use of, Chang'an Hospital's rules and regulations, provided that it is agreed by the Entrusting Parties;
- c. It has the right to provide opinions or advice regarding the labor relationships and the service relationships of Chang'an Hospital's employees and Chang'an Hospital shall honor the Entrusted Party's opinions or advice, if possible;
- d. It has the obligation to comply with China's financial regulations and all operating income shall be placed in the accounts jointly designated by Chang'an Hospital and the Entrusted Party. It shall not establish any other account;
- e. Unless there is a written consent from Chang'an Hospital, it shall not dispose any asset of Chang'an Hospital in any form or purchase or lease any asset in the name of Chang'an Hospital;
- f. Unless there is a written consent from Chang'an Hospital, it shall not provide any guarantee in any form in the name of Chang'an Hospital for the Entrusted Party or any third party.

7. **The Parties' Warranties and Undertakings**

(1) Xi'an Wanjiechangxin Medical Services Company Limited's Warranties and Undertakings

- a. Xi'an Wanjiechangxin Medical Services Company Limited is duly incorporated and validly existing under the law and has obtained all necessary internal authorizations required for signing this Contract;
- b. Xi'an Wanjiechangxin Medical Services Company Limited has waived the right to rescind this Contract and the right to raise any disagreement with regard to the content, form, and (all or part of) effectiveness of this Contract.

(2) Chang'an Hospital's Warranties and Undertakings

- a. Chang'an Hospital is duly incorporated and validly existing under the law and

has obtained all necessary internal authorizations required for signing this Contract;

- b. Chang'an Hospital is able to obtain all necessary approvals, filings and other procedures to sign and perform this Contract to ensure that the full performance of this Contract would not be influenced by any incompleteness in procedure;
- c. The operational situation of Chang'an Hospital shall be maintained or improved before the handover to the Entrusted Party.

(3) **The Entrusted Party's Warranties and Undertakings**

- a. The Entrusted Party is duly incorporated and validly existing under the law and has obtained all necessary internal authorizations required for signing this Contract;
- b. The Entrusted Party's operation and management will be legitimate and subject to Chang'an Hospital's business scope;
- c. The Entrusted Party shall strictly keep Chang'an Hospital's business secrets, and without Chang'an Hospital's consent, it shall not disclose any of them to any third-party.

8. Performance Deposit

- (1) The Entrusted Party shall transfer a performance deposit of RMB 15 million into the account held by Xi'an Century Friendship Medical Technology R&D Co., Ltd., an affiliate of Chang'an Hospital, within 15 working days upon the signing of this Contract.
- (2) Unless otherwise agreed by the Parties, Chang'an Hospital shall return the performance deposit to the Entrusted Party in full amount without interest within 15 days after the cancellation or termination of this Contract.

9. Special Provisions

The 2nd Phase Construction Project of Chang'an Hospital shall be in the Entrusting Parties's charge and bear no relationship with the scope of entrusted operation and management as provided herein. The Entrusting Parties shall ensure that debts or contingent debts related to the 2nd Phase Construction Project of Chang'an Hospital exert no influence on the Entrusted Party's interests.

10. Default Liabilities

- (1) If the Entrusted Party violates China's financial regulations or establishes an unauthorized account, it shall be deemed as a fundamental breach by the Entrusted Party;

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- (2) If the Entrusted Party changes Chang'an Hospital's business scope or treatment or diagnosis programs without Chang'an Hospital's consent, it shall be deemed as a fundamental breach by the Entrusted Party;
- (3) If the Entrusted Party disposes any asset in Chang'an Hospital or purchases or leases any asset in the name of Chang'an Hospital without Chang'an Hospital's written consent, it shall be deemed as a fundamental breach by the Entrusted Party;
- (4) If the Entrusted Party provides any guarantee in the name of Chang'an Hospital for the Entrusted Party or any third party without Chang'an Hospital's written consent, it shall be deemed as a fundamental breach by the Entrusted Party;
- (5) If Chang'an Hospital is subject to any penalty by relevant authorities caused by the Entrusted Party's unlawful act, it shall be deemed as a breach by the Entrusted Party and the Entrusted Party shall assume corresponding legal liabilities and economic losses;
- (6) If the Entrusted Party fails to comply with this Contract on the performance deposit payment, it shall be deemed as a breach by the Entrusted Party. Any late payment shall be subject to an overdue penalty payable to Chang'an Hospital, calculated at a rate of 0.03% of the performance deposit amount for each day of delay;
- (7) If Chang'an Hospital fails to conduct accounting or pay the management fee on a timely basis, it shall be deemed as a breach by Chang'an Hospital. Any late payment shall be subject to an overdue penalty payable to the Entrusted Party, calculated at a rate of 0.03% of the management fee amount payable for each day of delay. Any delay of payment by 30 days shall be deemed as a fundamental breach by Chang'an Hospital;
- (8) If Chang'an Hospital refuses to conduct accounting or pay the management fee or bonus, it shall be deemed as a fundamental breach by Chang'an Hospital;
- (9) If the Entrusted Party has any disagreement in the accounting completed by Chang'an Hospital, and Chang'an Hospital fails to coordinate with the Entrusted Party to review the accounting results within the period specified herein, any delay of review shall be subject to an overdue penalty payable to the Entrusted Party, calculated at a rate of 0.03% of the management fee amount payable for each day of delay. Any delay of review by 30 days shall be deemed as a fundamental breach by Chang'an Hospital;
- (10) If Chang'an Hospital changes its business scope or treatment or diagnosis programs or cooperates with any third party, none of the Entrusting Parties' interests shall be damaged. The Entrusted Party has the right to request Chang'an Hospital to enter into a supplementary agreement to this Contract within a specified period. If Chang'an Hospital refuses to negotiate or fails to enter into any agreement within a reasonable period under the Entrusted Party's request, it shall be

deemed as a fundamental breach by Chang'an Hospital;

- (11) If upon signing this Contract, Chang'an Hospital disposes any asset or equipment, conducts outbound investment, entrusts operation or management, leases medical equipment, or provides any guarantee externally without the Entrusted Party's consent, or the Entrusted Party finds that Chang'an Hospital has cooperated with any other third party before signing this Contract and has not disclosed it in full to the Entrusted Party, it shall be deemed as a fundamental breach by Chang'an Hospital;
- (12) If this Contract fails to be fully performed caused by any defect in the Entrusting Parties' approvals, filings or internal authorization procedures, it shall be deemed as a breach by the Entrusting Parties, and the Entrusted Party may request the Entrusting Parties to complete all necessary procedures in a specified period, otherwise, it shall be deemed as a fundamental breach by the Entrusting Parties;
- (13) If Chang'an Hospital fails to return the performance deposit to the Entrusted Party pursuant to this Contract in time, any late payment shall be subject to an overdue penalty payable to the Entrusted Party, calculated at a rate of 0.03% of the performance deposit amount payable for each day of delay. Any delay of payment by 30 days shall be deemed as a fundamental breach by Chang'an Hospital;
- (14) If there is any fundamental breach by a party, the other party has the right to unilaterally terminate this Contract and claim the penalty from the default party. The amount and payment of the penalty shall be: if there is a fundamental breach by the Entrusted Party, the Entrusting Parties shall not be required to return the performance deposit to the Entrusted Party; if there is a fundamental breach by the Entrusting Parties, the performance guarantee shall be returned to the Entrusted Party in double;
- (15) If there is any breach by any one party in the Entrusting Parties, the other party in the Entrusting Parties shall assume the joint and several liabilities;
- (16) The payment of the penalty above shall not prejudice any other compensation for loss that the non-default party may claim against the default party.

11. Expiration and Termination of Contract

- (1) This Contract can be terminated with mutual agreement of the Parties after negotiation;
- (2) If this Contract cannot be performed resulting from any policy change of the relevant authorities, the Parties shall further negotiate the cooperation model. If no agreement can be reached, this Contract shall be terminated automatically. The Entrusting Parties shall return the performance deposit to the Entrusted Party in full amount without interest within 5 days upon the termination of this Contract;

otherwise, the Entrusting Parties shall assume the default liability pursuant to this Contract. For the parts already performed in this Contract, the Entrusting Parties shall pay the management fee and bonus to the Entrusted Party pursuant to this Contract and shall assume the default liability for any payment delay or rejection pursuant to this Contract.

12. Dispute Resolution

The Parties unanimously agree that Xi'an Wanjiechangxin Medical Services Company Limited hereby waives all litigation rights in connection with this Contract; any dispute arising out of this Contract or in connection with this Contract shall be settled by negotiation between Chang'an Hospital and the Entrusted Party. If any dispute cannot be settled by negotiation, it shall be judged by the court where the project is located.

13. Effectiveness of Contract and Miscellaneous

- (1) The date when the following conditions are both satisfied shall be the effective date of this Contract:
 - a. This Contract is duly signed by the legal representatives or the authorized representatives of the Entrusting Parties with official seals and duly signed by the authorized representative of the Entrusted Party;
 - b. The Entrusted Party has paid the performance deposit.
- (2) The Parties agree that the performance deposit under this Contract shall be paid directly to the account held by Xi'an Century Friendship Medical Technology R&D Co., Ltd. and the Entrusted Party has the right to take in the situation of the performance deposit from time to time.
- (3) The Parties unanimously agree that the Entrusted Party can assign the liabilities, rights, and obligations under this Contract to any professional hospital management company affiliated to it. The Entrusted Party shall notify the Entrusting Parties of such assignment by letter and it is not required for the Entrusting Parties and the assignee to sign any further contract.
- (4) The Contract shall be delivered in six copies, which shall have equal legal validity, with two for each party, while the rest shall be used by the Entrusting Parties for filing procedures.
- (5) The Contract was signed on August 1st, 2008.

CONFIDENTIAL TREATMENT REQUESTED BY CONCORD MEDICAL SERVICES HOLDINGS LIMITED

Xi'an Wanjiechangxin Medical Services Company Limited (Seal)

Legal Representative / Authorized Representative: (Signature by CAI Shijie)

Chang'an Hospital (Chang'an Hospital Company Limited) (Seal)

Legal Representative / Authorized Representative: (Signature by CAI Shijie)

CMS Hospital Management Co., Ltd. (Seal)

Authorized Representative: (Signature by Yang Jianyu)

CONFIDENTIAL TREATMENT REQUESTED BY CONCORD MEDICAL SERVICES HOLDINGS LIMITED

REDACTED Version of Exhibit 10.11
Translation

CERTAIN INFORMATION (INDICATED BY ASTERISKS) IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTION.

Agreement Concerning the Establishment
of the Aohai Radiotherapy Treatment and Diagnosis Research Center

Section I General Provision

In accordance with applicable PRC laws and regulations, The Chinese People's Liberation Army Navy General Hospital and Beijing Our Medical Equipment Development Co., Ltd., based on the principle of equality and mutual benefit, agree to jointly establish "Aohai Radiotherapy and Diagnosis Research Center" at the Navy General Hospital in Beijing.

Section II Parties of Cooperation

Article 1 The Parties to this Contract are as follows:

Party A: The Chinese People's Liberation Army Navy General Hospital, registered in Beijing
Address: No. 6 Fucheng Road, Beijing
Legal Representative: Ye Yang
Title: President

Party B: Beijing Our Medical Equipment Development Co., Ltd., registered in Beijing
Address: Room 408, the 4th floor, Capital Hotel, No. 3 Qianmen East Avenue, Beijing
Legal Representative: Jun Song
Title: General Manager

**Section III Joint Establishment of
Aohai Radiotherapy and Diagnosis Research Center**

Article 2 Both parties agree to jointly invest in and establish "Aohai Radiotherapy Treatment and Diagnosis Research Center" ("the Center") in Beijing in compliance with applicable laws and regulations.

Article 3 Legal address of the Center: No. 6 Fucheng Rd., Beijing

Article 4 All activities of the Center shall be in compliance with all applicable laws and regulations of PRC.

Article 5 The finances of the Center shall be accounted for independently, with independent books and an independent account. The chief accountant will be designated by Party B while the cashier will be appointed by Party A.

Article 6 The Center's operating costs shall include costs and expenses for repair and maintenance of the Center (including repair and maintenance of premises and equipment, etc.); staff bonus; water and power utilities and office expenses; expenses for replacements of cobalt resources and other costs and expenses to be paid by the Center.

Article 7 The Center will settle its accounts on a monthly basis. After the deduction of its operating cost, the earnings of the center will be distributed between the Parties based on the profit sharing ratio stipulated herein.

Section IV Purpose and Method of Cooperation and Profit Sharing Arrangement

Article 8 Purpose of Cooperation. The Center is established at the Navy General Hospital with a view to actively pursuing radiotherapy, diagnosis and research work and enhancing diagnosis and therapy performance.

Article 9 Method of Cooperation: Party B shall contribute one unit of China-made OUR-XGD III rotating focalizing gamma knife equipment, and Party A shall provide the requisite premises and medical staff which meet the requirements of operation of the gamma knife equipment.

Term of Cooperation: 20 years.

Profit-Sharing Percentage:

After the opening of the Center,

Year ***: Party A and Party B will share the profit on a *** basis

Year ***: Party A and Party B will share the profit on a *** basis

Year ***: Party A and Party B will share the profit on a *** basis

Year ***: Party A and Party B will share the profit on a *** basis

Section V Responsibilities of the Parties

Article 10 Party A and Party B shall each be responsible for fulfilling their respective responsibilities below:

Party A's Responsibilities:

1. To start handling relevant approval application procedures for the establishment of the Center with relevant authorities upon the date of execution hereof;
2. To study and decide, in conjunction with Party B, the organization layout and construction plan of the Center; and implement the specific construction work of the Center;
3. To put in place the infrastructure facilities, including water, power and transportation, and etc.;
4. To recommend medical staff required by the Center; and
5. To handle other matters mandated by the Center.

Party B's Responsibilities:

1. To carry out the investment of the China-made OUR-XGD III rotating focalizing gamma knife equipment;
2. To start arranging for the procurement of the China-made OUR-XGD III rotating focalizing gamma knife equipment upon the date of execution hereof;
3. To arrange for the domestic training of the medical professionals of the Center and organizing their study tour to the U.S.A.;

4. To study and decide, in conjunction with Party A, the organization layout and construction plan of the Center, and assist Party A with the construction work; and
5. To handle other matters mandated by the Center.

Section VI Board of Directors

Article 11 The board of directors shall be the supreme power organ of the Center. The board of directors shall be composed of five members, including three members appointed by Party A and two members appointed by Party B. The board shall have one chairman, which shall be appointed by Party B and shall be vested with the veto power. The board shall have one vice chairman, which shall be appointed by Party A. The chairman and the directors shall serve a term of four years and may be reelected if recommended by their appointing party.

Article 12 Being the supreme power organ of the Center, the board of directors shall have the power to decide all material matters of the Center. The following material matters of the Center shall be subject to unanimous approval:

1. Formulation and amendment of the articles of association of the Center
2. Termination and dissolution of the Center
3. Material financial matters of the Center
4. Material personnel arrangement of the Center
5. Other material matters of the Center.

Article 13 If, for any cause, the chairman is unable to perform his/her duty, the chairman may temporarily authorize the vice chairman or another director to perform such duty on his/her behalf.

Article 14 The board meeting will be held twice a year, generally one in the first half of the year and one in the second half of the year. The chairman will be responsible for convening and presiding over such meetings. When proposed by more than one half of the directors, the chairman may convene an extraordinary meeting. The meeting minutes shall be kept and archived.

Section VII Management Body

Article 15 The Center will establish a management body which shall be responsible for the Center's daily management work. The management body will have one director to be recommended by Party A and one vice director to be recommended by Party B, and both will serve a term of four years upon consideration, approval and appointment by the board.

Article 16 The director shall be responsible for executing various resolutions of the board meetings and organizing and supervising daily business management of the Center, while the vice director shall assist with the director's work. The management body may

have divisional supervisors who shall take charge of the work of various divisions and carry out assignments delegated by the director and the vice director.

Article 17 If either the director or the vice director abuses his/her office for personal gain or is in gross breach of his/her duties, he/she may be removed at any time upon a resolution of the board of directors.

Section VIII Labor Management

Article 18 Matters relating to the employment, termination, salary, labor insurance, labor protection, living benefits and awards and disciplinary matters of the staff of the Center will be implemented in accordance with applicable administrative rules and regulations of labor of Beijing, or will be governed by the labor contracts between the Center and the individual employees in light of the relevant plans considered and determined by the board of directors. The matters relating to the affiliations of the Center's staff with the CCP or other politics parties, the Labor Union and the Communist Youth League will be administered by the Navy General Hospital on a centralized basis. Once executed, the labor contracts will be filed with the Beijing Administration of Labor Affairs for record.

Article 19 Matters relating to the appointment, salary and compensation, social insurance, welfare, traveling expenses, and etc., of the Center's staff will be deliberated and decided by the Board meetings.

Section IX Taxation and Financial Audit

Article 20 Each party shall be responsible for its own taxation matters in relation to the Center.

Article 21 The Center shall allocate employee welfare and bonus funds in line with applicable rules and regulations of the Ministry of Health and Beijing Municipality. The percentage of such allocation for each year will be decided by the board of directors based on the income and expenses of the Center.

Article 22 The Center shall, in compliance with applicable laws and regulations of both the nation and Beijing Municipality, set up the accounting department with financial and accounting personnel and establish its accounting system.

Section X Ownership of Equipment

Article 23 The OUR Gamma Knife and its accessory equipment shall be owned by Party B during the period of cooperation.

Section XI Insurance

Article 24 The Center will take out its insurances with insurers, with the insurance coverage, value and term to be decided by the board of directors in accordance with the stipulations of the insurers.

Section XII Modification, Amendment and Termination of Contract

Article 25 Any change or termination of this Contract and its annex will not be effective unless such change or termination is effected by way of a written instrument of the Parties.

Article 26 The Parties may, upon negotiation and agreement, early terminate this Contract if it becomes impossible to perform this Contract due to any force majeure or the Center suffers losses for consecutive years so that it becomes unable to be operated.

Article 27 If a Party fails to perform its obligations or grossly breaches the provisions under the Contract and thereby prevents the Center from being operated or from achieving the operative objectives hereunder, such Party shall be deemed a breaching Party and shall be deemed to have terminated this Contract and the non-breaching party shall have the right to claim against the breaching party and to terminate the Contract. Should the operation continue, the breaching party shall indemnify the non-breaching party for its economic losses.

Section XIII Liabilities for Breach of Contract

Article 28 If, due to the misconduct of a Party, this Contract and its annex cannot be performed in full or in part, such Party shall bear liabilities for breach of contract.

Section XIV Force Majeure

Article 29 In the event of any force majeure event, which is unforeseeable and the occurrence and effect of which is unpreventable or unavoidable, including but not limited to earthquake, typhoon, flood, fire and war, the relevant party shall immediately notify the other party by telegraph of the circumstances of such event, and shall provide a report regarding the details of the event, along with the reasons for the failure of, or the need to extend, the performance of the Contract and valid attesting document therefor, which document shall be issued by a notary body of the place of the event. In accordance with the impact of the event on the performance of the Contract, the Parties will negotiate and discuss whether to terminate this Contract, or partially release the obligation of performing this Contract, or extend the performance of this Contract.

Section XV Governing Law

Article 30 The execution, effectiveness, construction, performance and dispute resolution of this Contract shall be governed by the laws of the People's Republic of China.

Section XVI Dispute Resolution

Article 31 Any dispute arising out of or in connection with this Contract or its performance shall be resolved through friendly negotiations, failing which, such dispute shall be submitted to the arbitration body or the People's court of the place of execution of this Contract for arbitration or adjudication.

Article 32 During the course of arbitration, except for the parts in dispute and under arbitration, this Contract will continue to be performed.

Section XVII Effectiveness and Miscellaneous

Article 33 This Contract and its annex shall become effective immediately upon execution by the Parties' legal representatives or authorized representatives.

Article 34 Any notice from and to each Party, when sent by telegraph or fax and when it concerns the rights and obligations of a Party, shall be followed by a formal written letter of notice. The legal addresses of the Parties listed in this Contract shall be the addresses of the Parties for the purpose of receiving such notices.

Article 35 No change of the legal representative of either Party shall affect the normal performance of this Contract.

Article 36 This Contract shall be executed in four originals, with each party holding two copies, each of which shall have the same force and effect.

Party A:
(affixed with the seal of The Chinese
People's Liberation Army Navy General
Hospital)

Party B:
(affixed with the seal of Beijing Our
Medical Equipment Development Co.,
Ltd.)

Signature of Legal Representative:
(affixed with the signature of Yang Ye)

Signature of Legal Representative:
(affixed with the signature of Jun Song)

September 19, 1995

CERTAIN INFORMATION (INDICATED BY ASTERISKS) IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTION.

**Supplemental Agreement
Concerning the Development of
the Aohai Radiotherapy Treatment and Diagnosis Research Center**

Contract Number:
Time of Execution:
Place of Execution:

Section I General Provisions

In accordance with applicable PRC laws and regulations, through friendly negotiations and on the basis of the principle of equality and mutual benefit, Chinese People's Liberation Army Navy General Hospital and Shenzhen Aohua Medical Services Co., Ltd. entered into a cooperation contract on September 15, 1995 whereby they decided to establish Aohai Radiotherapy Treatment and Diagnosis Research Center (the "Center") at Chinese Peoples' Liberation Army Navy General Hospital in Beijing. The OUR-XGD type rotating focalizing gamma knife ("Head Gamma Knife"), as initially invested, has been put into formal medical treatment operation as of October 30, 1996 and, thanks to the Parties' joint efforts, the Center has achieved good social and economic effect. The Parties are willing to increase their contribution in respect of the equipment of the Center on the basis of their existing original cooperation and hereby enter into this supplementary contract.

Section II Parties of Cooperation

Article 1 Parties of Cooperation

Party A: Chinese People's Liberation Army Navy General Hospital
Address: No. 6 Fucheng Rd, Beijing Postal Code: 100037
Tel: 010-68587733 Fax: 010-68581507
Legal Representative: Ye Yang
Title: President

Party B: Shenzhen Aohua Medical Services Co., Ltd.
Address: Floor 17, Guomao Plaza, Renmin South Road, Shenzhen Postal Code: 518014
Tel: 0755-2255708 Fax: 0755-2251690
Legal Representative: Jun Song
Title: President

Section III Purpose of Cooperation and Scope of Application

Article 2 Purpose of Cooperation. Based on the OUR-XGB rotating focalizing gamma knife (Head Gamma Knife), as invested in the initial phrase, the Parties intend to make the second equipment investments by deploying the world's first stereoscopic-directional gamma ray whole-body therapy system (Body Gamma Knife), and proactively carry out research and teaching work at the hospital and thereby constantly enhance therapy performance and develop the Center into a top modernized medical treatment organization of China that integrates R&D, teaching and therapy work.

Article 3 Scope of Application. The Center will mainly be focused on offering the whole-body therapy for tumor diseases.

Section IV Term of Cooperation

Article 4 The term of cooperation for the second phase equipment contributed shall be 20 years, commencing from the date on which the treatment and operation formally begin upon approval by relevant authorities.

Section V Contribution and Profit Allocation of the Parties

Article 5 Second Phase Equipment Contribution and Profit Allocation

1 Party B shall contribute the second phase equipment, i.e. the stereoscopic-directional gamma ray whole body therapy system (Body Gamma Knife), which is valued at RMB*** million. Party A shall contribute the medical personnel and facility room/s required for the second phase equipment as well as the office premises related to such project. Other supporting facilities (air conditioning, dehumidifiers, and telephones), etc. shall be treated as joint contribution of the Parties.

2 Profit Allocation

All profits derived from the contribution of this phase shall, after deducting all costs (as set forth under Article 6 of the original Contract), be allocated according to the following percentages, on the basis of which the Parties shall also enjoy the title to, bear the risk of, and have other rights to, the assets of the Center:

	Party A	Party B
Year ***	***	***
Year ***	***	***
Year ***	***	***

Section VI Disposal of Assets During and Upon Expiry of the Term of Cooperation

CONFIDENTIAL TREATMENT REQUESTED BY CONCORD MEDICAL SERVICES HOLDINGS LIMITED

Article 6 During the term of cooperation, any transfer by a Party of all or part of its interests in the Center to a third party shall be subject to the approval of the other Party, which shall have the preemptive right of purchase under equal conditions.

Article 7 During the term of cooperation, the Parties shall be entitled to the ownership interests in the forgoing contributed assets according to the relevant provision hereof on such contribution. The Parties shall be entitled to the ownership interests in the assets in accordance with the percentages set out in Clause 2, Article 5 hereof in respect of assets acquired in the name of the Center. Upon the expiry of the term of cooperation, all assets and earnings of the Center shall belong to the Center and the profits shall no longer be shared between the Parties.

Section VII Responsibilities of the Parties

Article 8 Party A and Party B shall each be responsible for fulfilling their respective responsibilities below:

Party A's Responsibilities:

1. To handle project approval procedures with relevant authorities and secure approvals in respect of the project of the Center proposed under the current phase;
2. To obtain all necessary qualification permits in line with applicable laws and regulations of the state;
3. To make contributions in line with Article 5(1) hereof;
4. To provide the premises required for the whole-body gamma knife system (equipment room, operating room, preparation room and office);
5. To put in place water and power utilities of the Center;
6. To work with Party B on the organization layout and construction plan;
7. To administer matters relating to the affiliations of the Center's staff with the CCP or other politics parties, the Labor Union and the Communist Youth League and medical affairs under the centralized administration of the Hospital;
8. To supervise the medical quality of the Center and in accordance with regulations and rules, to submit disputes with the board of directors, which shall have the power to consider and decide the settlements and resolutions of such disputes; and
9. Other matters mandated by the Center

Party B's Responsibilities:

1. To make contributions in line with Article 5(1) hereof;
2. To work with Party A to determine the management model and daily management work of the Center;
3. To work with Party A to engage top domestic and foreign experts and senior technicians; and
4. Other matters mandated by the Center.

Section VIII Board of Directors and Management Body

Article 9 The duties and powers of the board of directors shall in principle be dealt with in compliance with the original contract. The composition of the board of directors will be adjusted appropriately based on the specific circumstances of the project.

Article 10 The management body shall put into place centralized administration and HR, accounting and marketing organization management personnel and shall account for its finances independently. The aforesaid organization setting-up and personnel arrangement matters shall be subject to the consideration and decision of the board.

Section IX Other Matters

Article 11 Any matter not addressed herein shall be implemented in line with the original contract.

Section X Effectiveness and Miscellaneous

Article 12 This Contract will become effective immediately upon execution by the legal or authorized representatives of the Parties.

Article 13 This Contract shall be executed in six originals, with each Party holding three copies, each of which shall have the same force and effect.

Party A: Chinese People's Liberation
Army Navy General Hospital
Authorized Representative:

Party B: Shenzhen Aohua Medical
Services Co., Ltd.
Authorized Representative:

(Official stamp)

(Official stamp)

(affixed with the seal of The Chinese People's Liberation Army Navy General Hospital and the signature of Yunyou Duan)

(affixed with the seal of Shenzhen Aohua Medical Services Co., Ltd. and the signature of Jun Song)

March 18, 1999

March 18, 1999

CERTAIN INFORMATION (INDICATED BY ASTERISKS) IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTION.

**Supplemental Agreement Concerning the Development
of the Aohai Radiotherapy Treatment and Diagnosis Research Center**

Contract No.: 2003-S-008
Time of Execution: September 27, 2003
Place of Execution: Shenzhen, Guangdong

Section I General Provisions

In accordance with applicable PRC laws and regulations, through friendly negotiations and on the basis of the principle of equality and mutual benefit, Chinese People's Liberation Army Navy General Hospital and Shenzhen Aohua Medical Services Co., Ltd. entered into a cooperation contract on September 15, 1995 whereby they decided to establish Aohai Radiotherapy Treatment and Diagnosis Research Center ("Center") at Chinese Peoples' Liberation Army Navy General Hospital in Beijing and invested in connection with the initial phase the OUR-XGD type rotating focalizing gamma knife ("Head Gamma Knife") in the Center; and entered into a supplementary contract on March 18, 1999, whereby they invested in connection with the second phase the stereoscopic-directional gamma ray whole-body therapy system ("Body Gamma Knife") in the Center. Thanks to the joint efforts of the Parties, the Center has achieved good social and economic effect during both the initial phrase and the second phase. The Parties are willing to continue to increase their contribution in respect of the equipment of the Center on the basis of their existing original cooperation and hereby enter into this supplementary contract.

Section II Parties of Cooperation

Article 1 Parties of Cooperation

Party A: Chinese People's Liberation Army Navy General Hospital
Address: No. 6 Fucheng Road, Beijing Postal Code: 100037
Tel: 010-68587733 Fax: 010-68581507
Legal Representative: DUAN, Yunyou
Title: President

Party B: Shenzhen Aohua Medical Services Co., Ltd.
Address: Floor 17, Guomao Plaza, Renmin South Road, Shenzhen Postal Code: 518014
Tel: 0755-2255708 Fax: 0755-2251690

Legal Representative: SONG, Jun
Title: President

Section III Purpose of Cooperation and Business Scope

Article 2 Purpose of Cooperation: Based on the OUR-XGB rotating focalizing gamma knife (Head Gamma Knife), as invested in the initial phase, and the stereoscopic-directional gamma ray whole-body therapy system ("Body Gamma Knife"), as invested in the second phase, the Parties intend to make a third phase equipment investments by deploying advanced medical linear accelerator, CT simulator, 3-D Conformal Radio-therapy and planning system, hyperthermia system of endogenetic fields and other sophisticated medical equipment, and proactively carry out clinical diagnosis, treatment, research and teaching work and thereby constantly enhance medical service performance and develop the Center into a top modernized medical treatment organization

Article 3 Business Scope. The Center will offer diagnosis, comprehensive therapies (radiotherapy, thermal therapy, chemotherapy, etc), research, teaching and other medical services in respect of tumors and related diseases.

Section IV Term of Cooperation

Article 4 The term of cooperation for the third phase equipment contributed shall be 10 years, commencing from the date on which the treatment and operation formally begin upon approval by relevant authorities.

Section V Contribution and Profit Allocation of the Parties

Article 5 Third Phase Equipment Contribution and Profit Allocation

1. Party B will contribute the third phase equipment, i.e., four units of internationally advanced equipment (being one medical linear accelerator, one CT simulator, one 3-D Conformal Radio-therapy and planning system and one hyperthermia system of endogenetic fields), which together are valued at RMB ***. Party A shall contribute the existing medical technical personnel and equipment and installations of its radiotherapy department, and the medical treatment and office premises required for the Center, as well as other supporting facilities (air conditioning, dehumidifiers, and telephones).

2. Profit Allocation

All profits derived from the project of this phase shall, after deducting all costs, be allocated according to the following percentages, on the basis of which the Parties shall also enjoy the title to, bear the risk of, and have other rights to, the assets of the third phase of the Center:

	Party A	Party B
Year ***	***	***
Year ***	***	***

**Section VI Disposal of Assets
within and upon Expiry of the Term of Cooperation**

Article 6 During the Term of Cooperation, any transfer by a Party of all or part of its interests in the Center to a third party shall be subject to the approval of the other Party, which shall have the preemptive right of purchase under equal conditions.

Article 7 During the Term of Cooperation, each Party shall own its own contributions and the assets acquired in the name this current phase shall be owned by the Parties in accordance with the percentages set out in Clause 2 of Article 5 hereof. Upon expiry of this Contract, if so proposed by a Party and so unanimously approved by the board, the Term of Cooperation may be extended and the relevant agreement shall be separately agreed upon by the Parties through discussions.

Section VII Responsibilities of the Parties

Article 8 The Parties shall each be responsible for carrying out the following:

Party A's Responsibilities:

1. To make the contribution in accordance with Clause 1 of Article 5 hereof;
2. To obtain all permits and licenses required for the conduct by the Center of the business under this phrase as well as relevant approvals;
3. To be responsible for processing all application and filing procedures in respect of the pricing and medical insurance-related approvals and for obtaining relevant approvals;
4. To provide the premises required for the current phase (equipment room, operating room, preparation room, clinical room, office, and etc.), and put in place the water, power utilities and telephones of the Center;
5. To carry out the equipment room construction and refurbishment work as per the equipment installation-related technical requirements, as specified by the equipment vendors; and to procure thereby that the equipment room shall be in a condition fit for equipment installation;
6. To provide the existing technical personnel, therapy equipment and supporting equipment of the radiotherapy department of the Hospital;
7. To provide one special purpose ambulance;
8. To supervise the medical quality of the Center and in accordance with regulations and rules, to submit disputes with the board of directors, which shall have the power to consider and decide the settlements and resolutions of such disputes; and
9. Other matters mandated by the Center.

Party B's Responsibilities:

1. To make the contribution in accordance with Clause 1 of Article 5 hereof;
2. To work with Party A to develop the management model and management system of the Center;

CONFIDENTIAL TREATMENT REQUESTED BY CONCORD MEDICAL SERVICES HOLDINGS LIMITED

3. To work with Party A to engage for the Center top domestic and foreign experts and senior technicians, including carrying out the review and assessment for employment of existing staff;
4. To assign senior personnel with managerial experiences to participate in the management of the Center;
5. To develop and implement feasible advertisement and market promotion plans; and
6. Other matters mandated by the Center.

Section VIII Board of Directors

Article 9 The duties and powers of the board of directors shall in principle be dealt with in compliance with the original contract. The board of directors for this phase shall be composed of seven members, including four members appointed by Party A and three members appointed by Party B. The board shall have one chairman, which shall be appointed by Party B and shall be vested with the veto power. The vice chairman shall be appointed by Party A. The chairman and the directors shall serve a term of four years and may be reelected if so recommended by their appointing party.

Section IX Management Body

Article 10 The management body for this phase shall implement the director accountability system under the leadership of the board of directors. The management body will have one executive director to be recommended by Party B and one business director to be recommended by Party A, both of which shall be determined and engaged by the board upon consideration. The directors shall serve a term of four years and may be reelected if they are found qualified after review and assessment.

Article 11 The executive director shall be responsible for implementing all resolutions of the board of directors, shall be subject to the review by the board in terms of the annual operating indicators and their operation and management work, shall organize and direct the daily business management of the Center, and shall have responsibility over the administration and human resources, accounting and marketing organization matters of the Center. The business director shall be responsible for medical treatment technology and research work. The management body may have divisional supervisors who shall be in charge of the work of relevant divisions, shall carry out matters delegated by the directors and shall report to the directors.

Article 12 If either of the executive or business director abuses his/her office for personal gain or is in gross breach of his/her duties, he/she may be removed at any time by the board of directors under a board resolution.

Article 13 The Center will reasonably decide the headcount and staffing according to the needs of the current phase of business of the Center. The medical and technical staff will be recommended by both Parties. The Center will adopt a system of all-personnel

employment and employees will be engaged upon satisfactory review and assessment by the board.

Section X Equipment Procurement

Article 14 Where the conditions are equal, the machinery and equipment and relevant components and parts thereof, the vehicles and the office supplies required for the Center, shall be procured to the extent possible from the domestic market.

Section XI Taxation and Accounting Matters

Article 15 The Center shall develop an accounting system in compliance with relevant laws, regulations and rules of the state and Beijing Municipality. The financial management matters of the Center shall be dealt with in accordance with such financial management system as approved by the board of directors. To the extent of the staffing of accounting personnel, the accountant shall be appointed by Party B and the cashier shall be appointed by Party A.

Article 16 The operating costs of the Center shall include the repair and maintenance expenses of the Center (including expense for the repair and maintenance of the premises, equipment, and etc.), staff bonus, water and power utility expenses, office expense, marketing and promotional expenses, R&D costs, medical indemnity for which the Center is held liable, as well as other expenses required to be paid by the Center.

Article 17 The Center shall conduct accounting and settlement on a monthly basis. All profits derived by the Center, after deducting the operating costs of the Center, shall be allocated between the Parties based on the profit sharing percentages stipulated in Article 7 herein.

Article 18 The Center shall be obligated to provide military personnel with charge-free medical therapy in compliance with applicable policies of the state, provided that the monthly amount of such medical therapy (in terms of amount of money) shall not exceed 10% of the total revenue derived from the therapy of the Center.

Article 19 The Parties shall each be responsible for their own taxation matters in relation to the Center under the cooperation.

Section XII Other Matters

Article 20 Any matter not addressed herein shall be implemented in line with the original contract.

Section XIII Effectiveness and Miscellaneous

Article 21 This Contract shall become effective immediately upon execution by the legal or authorized representatives of the Parties.

CONFIDENTIAL TREATMENT REQUESTED BY CONCORD MEDICAL SERVICES HOLDINGS LIMITED

Article 21 This Contract shall be made in six originals, with each Party holding three copies, each of which shall have the same legal force and effect.

Party A: Chinese People's Liberation
Army Navy General Hospital
Authorized representative:

(Official stamp)

(affixed with the seal of The
Chinese People's Liberation Army
Navy General Hospital and the
signature of Yunyou Duan)

September 27, 2003

Party B: Shenzhen Aohua Medical
Services Co., Ltd.
Authorized representative:

(Official stamp)

(affixed with the seal of Shenzhen
Aohua Medical Services Co., Ltd. and
the signature of Jun Song)

September 27, 2003

**CERTAIN INFORMATION (INDICATED BY ASTERISKS) IN THIS EXHIBIT
HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES
AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN
REQUESTED WITH RESPECT TO THE OMITTED PORTION.**

**Supplemental Agreement
Concerning the Development of
the Aohai Radiotherapy Treatment and Diagnosis Research Center**

(Contract Number: AMS20090601)

June 2009

Parties to the Contract:

Party A: Chinese People's Liberation Army Navy General Hospital (hereinafter referred to as "Party A")
Legal Address: No. 6 Fucheng Road, Beijing
Postal Code: 100048
Legal Representative: QIAN, Yangming

Party B: Shenzhen Aohua Medical Services Company Limited (hereinafter referred to as "Party B")
Registered Address: Room 3702, Jinmao Plaza, No. 4028 Jintian Road, Shenzhen
Postal Code: 518035
Legal Representative: YANG, Jianyu

Section I General Provisions

Article 1

Deploying their respective resource advantages, Party A and Party B entered into a Cooperation Contract on 19 March, 1995 and thereby jointly established "Aohai Radiotherapy Treatment and Diagnosis Research Center" (hereinafter referred to as the "Center") and invested, for such initial phase, the OUR-XGD Rotary Focus Gamma Knife (head Gamma Knife) in the Center; entered into a supplementary contract on 18 March, 1999 and further invested, for the second phase, the three-dimensional stereotactic Gamma Ray Whole-body Treatment System (Whole-body Gamma Knife); and entered into a supplementary contract (Contract Number 2003-S008) on 27 September, 2003 and further invested, for the third phase, the linear accelerator for medical uses, simulated stereotactic machine, three-dimensional conformal radiotherapy treatment plan and system, the endogenic field hyperthermia machine; and further entered into a supplementary agreement on 15 September, 2004 and further invested, for the third phase, the EEG Stereotactic System to carry out the diagnosis and treatment of epilepsy diseases; and in the process, Party A and Party have developed the tumor Center into a medical treatment center which features first-class technology, first-class talents, a relatively high domestic reputation, and the integration of medical treatment and scientific research and which is capable of providing systematic, sound comprehensive diagnosis and therapy services in relation to tumors of different phases and types for relevant patients. Thanks to the joint efforts of the Parties, the Center has achieved good social and economic results from all of the first three phases investments.

Article 2

Based on the principle of equality, mutual benefit and risk sharing, through friendly discussions, the Parties, desiring to further invest the fourth phase equipment in the Center on the basis of their existing cooperation and thereby meet the needs of patients and further enhance the capacity of the equipment of the Center, hereby agree as follows in respect of relevant matters.

Section II Basic Introduction of the Center

Article 3

Name of the Center: "Aohai Radiotherapy and Diagnosis Research Center" (hereinafter referred to as the "Center").

Article 4

Address of the Center: Within the Chinese People's Liberation Army Navy General Hospital

Article 5

Business Scope of the Center:

To carry out diagnosis, radiotherapy, scientific research, academic work in respect of tumors and related diseases as well as other medical services. All activities of the Center shall be in compliance of the laws and regulations of the People's Republic of China. All medical treatment activities of the Center shall observe relevant medical treatment rules and regulations, common diagnostic operation procedures and quality control standards, as well as relevant requirements of the Hospital.

Section III Mode of Cooperation

Article 6 Contribution by the Parties

6.1 Party B shall be responsible for contributing the fourth phase medical equipment, including:

6.1.1 One set of the three-dimensional stereotactic Gamma Ray Whole-body Treatment System (Whole-body Gamma Knife); and one set of Siemens image-guided high-energy linear accelerator;

6.1.2 The total investment amount shall be RMB *** (such amount for the invested equipment shall be wire transferred, before actual payment, by Party B to Party A, which shall then pay it to the equipment vendor). The specific model and specifications, equipping and price of the equipment shall be determined as per the actual bidding and procurement results;

6.1.3 Party B shall advance a payment in the amount of approximately RMB *** in respect of the construction and furnishing expenses of the equipment room and auxiliary rooms thereof. The required expenses shall be included into the operating costs of the fourth phase cooperation project.

6.2 Party A shall be responsible for providing the following:

6.2.1 A premises space of approximately 350 sq. m. for the equipment room and auxiliary room thereof;

6.2.2 Infrastructure facilities, such as water, electricity, heating and communications, etc.;

6.2.3 Technical personnel and professional personnel; and

6.2.4 All the legal permits and licenses required for the business operations of the Center.

6.3 No Party may withdraw the property used for the cooperation project without the consent of the other Party.

Article 7: Term of Cooperation:

The term of cooperation for the fourth phase equipment contribution shall be ten years, commencing from the date on which the treatment and operation formally begin upon approval by relevant competent authorities and readiness of the fourth phase equipment contributed by Party B (the specific date shall be agreed and confirmed in writing by the Parties).

Section IV The Center's Revenue, Expenses and Profit Allocation

Article 8 The Center's Revenue

The Center's Revenue shall include all revenues generated from the examination and treatment by using the equipment contributed for the current phase.

Article 9 The Center's Expenses (the Center's Operating Costs):

The Center's expenses shall include the following:

- 9.1 Costs of human resources: wages of the newly hired personnel of the Center; the bonuses, welfare benefits, etc. of the Center's personnel; external experts' cost and consultation fee; training cost, education expenses, scientific research expenses, etc.;
- 9.2 Equipment operation costs: expenses for repair and maintenance of the equipment, costs of consumptive materials, costs of auxiliary parts, costs for replacement of radiation sources, etc.;
- 9.3 Medical related costs: cost of medicines, cost of medical consumptive materials, sterilization cost, cleansing cost, anaesthetization cost, costs for the handling of medical disputes, medical indemnity, etc.;
- 9.4 Office expenses: travel and accommodation cost, entertainment cost, transportation fee, telephone fee, postal and telecommunication fee, water, electricity and heating charges, health and hygiene expenses, etc.;
- 9.5 Advertisement and promotional cost: academic exchange expenses, expenses for expert-related events, advertising and promotional expenses, expert assistance and service fee, etc.;
- 9.6 Equipment insurance premium;
- 9.7 Management fee (***);
- 9.8 Other expenses: relevant expenses required for the normal operation of the Center.

Article 10 Profit Allocation

During the Term of Cooperation, the Parties shall allocate the net revenue of the Center (the Profit of the Center) generated from the fourth phase equipment contributed as follows.

10.1 Three-dimensional stereotactic Gamma Ray Whole-body Treatment System (Whole-body Gamma Knife):

From ***, Party A and Party B shall each obtain *** of the Profit of the Center.

10.2 Siemens image-guided high-energy linear accelerator:

From ***, Party A shall obtain *** of the Profit of the Center and Party B shall obtain *** of the Profit of the Center; and

From ***, Party A shall obtain *** of the Profit of the Center and Party B shall obtain *** of the Profit of the Center.

Section V Management Body of the Center

Article 11

The Center shall establish a management committee and the duties of the management committee shall, in principle, be dealt with in accordance with the provisions of the original contract. Material matters such as amendment of the cooperation contract of the Parties shall be subject to the agreement and confirmation of both Parties.

Section VI Financial Management of the Center

Article 12

The Center shall formulate its financial and management procedures, shall establish a finance office and shall independently account for its finances, all in accordance with the relevant system of the State and the administration requirements of the Army.

Article 13

The Center's medical charges shall be centrally collected by the Hospital on behalf of the Center. The Hospital shall create a relevant fee charge subject for the Center and the Center's finance office shall retain the return receipt copies of fee charge vouchers for its book-keeping purposes and shall check and settle the accounts with the Hospital as well as remit the relevant profit allocations on a monthly basis. No Party hereto and no individual shall collect the charges privately. In the event of any private fee collection, the responsible person shall be imposed a penalty double the privately collected amount when such allegation has been found true.

Article 14

The Center's finance personnel shall settlement the accounts on a monthly basis pursuant to the allocation arrangement as provided herein and the 5th day of each month shall be the settlement day, on which date the Center and Party A shall jointly verify the income

and expenses of the Center. The amount allocable to Party B after deduction of the Center's operating costs shall be paid to Party B in a lump-sum within 5 working days of such settlement day.

Article 15

Considering the special status of Party A, namely, its status as a hospital of the army, the Center's equipment shall be reasonably used to provide military servicemen with medical services. The three-dimensional stereotactic Gamma Ray Whole-body Treatment System (Whole-body Gamma Knife) will annually provide 15 military servicemen with free treatment, in the event of which the medical personnel of Party A shall be assured of the appropriateness of the therapy for relevant diseases and shall escalate such free treatment request to the president of the Hospital for approval pursuant to relevant procedures before carrying out such free treatment. Should the quota of such free treatment be exceeded, relevant treatment charges shall be calculated on a cost basis and shall be borne by Party A. The Siemens image-guided high-energy linear accelerator will, in accordance with the treatment rules applicable to the existing accelerator, provide free service to military servicemen on the basis of the needs required of reasonable medical treatment, provided that, where such equipment is used to carry out the image-guided intensity-modulated radiotherapy, the medical personnel of Party A must strictly be assured of the appropriateness of the therapy for relevant diseases and shall escalate such free treatment request to the president of the Hospital for approval pursuant to relevant procedures before carrying out such free treatment. Such equipment will annually provide 10 military servicemen with free treatment. Should such quota be exceeded, relevant treatment charges shall be calculated on a cost basis and shall be borne by Party A.

Section VII Rights and Obligations of the Parties

Article 16

Party A's rights and obligations:

- 16.1 To study and process, in conjunction with Party B, the organizational set-up and construction plan of the Center and to attend to the actual construction work of the Center;
- 16.2 To provide the land required for the premises of the Center, and to put in place the infrastructure facilities including water, electricity, heating, etc;
- 16.3 To arrange or recommend such medical, nursing and technical personnel as required for the operation of the Center and to provide such personnel seconded by Party B or recruited by the Center with necessary working conditions (among others, the medical and nursing personnel shall be granted with the medical practice qualification at the Hospital.);
- 16.4 To coordinate the relationship between the Center and the divisions of Party A;
- 16.5 To handle, with respect to all the equipment of the Center, approval application filings with relevant authorities in relation to large medical equipment procurement permits, environmental evaluation, pricing, medical insurance and other procedures as well as work related to the bidding of the equipment;
- 16.6 To supervise the medical treatment quality of the Center, to include the Center into the Hospital's quality management system, and to implement the review,

appraisal and incentive and disciplinary matters based on the Hospital's existing management system;

- 16.7 To conduct the maintenance and repair of the equipment in conjunction with Party B; and
- 16.8 To coordinate for the handling of other matters related to the operation of the Center.

Article 17

Party B's rights and obligations:

- 17.1 To handle, in conjunction with Party A, the tendering and procurement work in relation to the equipment required for the Center pursuant to the subject matter of the contract; coordinate the transportation, installation and commissioning of the equipment; and provide Party A with relevant documentation of the procured equipment;
- 17.2 To assist Party A to submit to the competent health authority approval application filings in relation to large medical equipment procurement permits and other procedures;
- 17.3 To make contacts and arrangements in connection with the equipment operation training for the medical and nursing personnel of the Center;
- 17.4 To contact or recommend relevant Chinese and foreign medical experts;
- 17.5 To carry out, in conjunction with Party A, the construction and upgrading work of the Center's digital medical treatment network system;
- 17.6 To assist the Center to carry out the marketing and promotion work;
- 17.7 To handle other matters entrusted by Party A; and
- 17.8 During the Term of Cooperation, if Party A needs to further introduce the same type of equipment, Party B shall have the right of priority.

Section VIII Ownership and Insurance of Equipment

Article 18

During the Term of Cooperation provided herein, the ownership of the equipment contributed by Party B to the Center shall belong to Party B. Upon the expiry of the Term of Cooperation, the ownership of such equipment shall belong to Party A.

Article 19

The ownership of the equipment separately procured by the Center after its establishment with its revenue shall belong to the Center. Upon the expiry of the Term of Cooperation, the ownership of such equipment shall belong to Party A.

Article 20

Provided that the performance hereof shall not be affected, Party B shall have the right to mortgage or transfer the ownership of the equipment contributed by it, provide that, however, the prior consent of Party A will be required. The carrying out by Party B of such mortgage or transfer shall not modify Party A's rights and interests provided herein and Party B shall be liable to indemnify Party A against any damage suffered by it as a result of such mortgage or transfer.

Article 21

Party B may take out insurance with an insurer in respect of the equipment set out herein, with the type, value and term of insurance coverage to be determined in accordance with relevant terms of such insurer, and the insurance beneficiary shall be Party B or a third party designated by Party B. The insurance contract shall be notified to Party A and a duplicate copy of it shall be kept by Party A.

Section IX Breach of Contract

Article 22

If a Party fails to perform its obligations or grossly breaches the provisions under the Contract and thereby prevents the Center from being operated or from achieving the business objectives hereunder, such Party shall be deemed a breaching Party and shall be deemed to have terminated this Contract and the non-breaching party shall have the right to claim against the breaching party and terminate this Contract.

Article 23

If Party A delays to remit and pay the revenue allocable to Party B for over two months, then Party A shall pay to Party B an overdue fine equal to 0.05% of the late payment amount for each of the days so delayed, except where such delay has been caused by a force majeure event.

Article 24

Should Party A commit any of the following breaches, Party B shall have the right to terminate this Contract and Party A shall be obligated to pay breach penalty to Party B. Such breach penalty shall be equal to: Party B's total income for the previous year \times the remainder of the Term of Cooperation

- 24.1 Party A privately and unilaterally terminates earlier or amends this Contract in violation of the provisions hereof ;
- 24.2 Party A privately and unilaterally disposes of the equipment invested by Party B (including but not limited to sale, sub-lease, relocation, transfer, etc.) in violation of the provisions hereof;
- 24.3 Without consultation with, and consent of, Party B, Party A remains in arrears with the payment of any installment of the profit allocable to Party B for more than 6 months or causes the equipment to cease its normal provision of medical treatment services to patients for more than 30 days for reasons attributable to Party A (except for equipment failures).
- 24.4 Party A otherwise grossly violates the provisions hereof.

Article 25

Should Party B commit any of the following breaches, Party A shall have the right to terminate this Contract and Party B shall be obligated to pay default penalty to Party A.

Such default penalty shall be equal to: Party A's total income for the previous year × the remainder of the Term of Cooperation

- 24.1 Party B privately and unilaterally terminates earlier or amends this Contract in violation of the provisions hereof;
- 24.2 The carrying out by Party B of a mortgage or transfer in respect of the equipment under this Contract has a material effect on the rights and interests of Party A;
- 24.3 Party B otherwise grossly violates the provisions hereof.

Section X Amendment, Extension, Termination and Dissolution of the Contract

Article 26

Any amendment, modification or termination of this Contract and its appendix shall become effective only if a written instrument has been executed by the Parties hereto upon mutual consultation and agreement.

Article 27

If the Parties decide to extend the term of cooperation, they shall either enter into a supplementary agreement for the extension of such term of cooperation 6 months prior to the expiry of such term of cooperation or shall enter into a separate cooperation contract.

Article 28

If, due to war, natural disasters, force majeure events, or like factors, it becomes impossible to perform this Contract or use the equipment, the Parties may terminate this Contract earlier without any liabilities to each other.

Article 29

If, due to reasons attributable to the regulations of the state or local authorities, it becomes impossible to perform this Contract but the use of the equipment remains unaffected, this Contract may be terminated earlier, provided that the Parties shall determine a solution through mutual consultations.

Article 30

If, due to adjustments in the policy of the army, it becomes impossible to perform this Contract but the use of the equipment remains unaffected, this Contract may be terminated earlier, provided that Party A shall be obligated to buy back, on an one-off basis, the equipment from Party B and provided further that the specific terms therefor shall be determined through mutual consultations, having due regard to the protection of the legal rights and benefits of the Parties.

Section XI Miscellaneous

Article 31

Any dispute arising from the performance hereof shall be resolved through friendly consultations, failing which such dispute shall be referred to the local court of Beijing for adjudication.

Article 32

Any notice involving the rights and obligations of either Party shall be in writing and the addresses set out herein shall be the addresses of the Parties for the receipt of notices.

Article 33

This Contract shall become effective once it is signed and sealed by the Parties.

Article 34

No change to the legal representatives of either Party shall affect the normal performance of this Contract.

Article 35

Any matter not covered herein may be dealt with by a separate supplementary agreement, which shall have the same legal force and effect as this Contract.

Article 36

The Appendix hereto shall be an integral part hereof and shall have the same legal force and effect as this Contract.

Article 37

This Contract shall be made in four originals, with each Party holding two copies, each of which shall have the same legal force and effect.

Article 38

This Contract is made and entered into in [] City on [Day] [Month], 2009

Party A: Chinese People's Liberation Army Navy General Hospital

Party B: Shenzhen Aohua Medical Services Company Limited

[corporate seal]

[corporate seal]

Signed by Legal Representative or Authorized Agent:

Signed by Legal Representative or Authorized Agent:

(affixed with the seal of The Chinese People's Liberation Army Navy General Hospital and the signature of Yunyou Duan)

(affixed with the seal of Shenzhen Aohua Medical Services Co., Ltd. and the signature of Jun Song)

Date of Execution: 8 July, 2009

Date of Execution: 8 July, 2009