

September 15, 2013

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Status Inquiry Response Regarding Convertible Promissory Notes between Mr. Glen Bradford and Hui Feng Auto Technology.

To whom it may concern:

I, Glen Bradford, have entered into two very similar CONVERTIBLE PROMISSORY NOTES with Hui Feng Auto Technology (hereinafter, "Hui Feng Auto"). The first of which represents \$75,000 USD at 8% per annum entered on November, 2010 that initially had terms to be converted into 0.75% of the Pubco (hereinafter, "Note 1") and the second of which represents \$50,000 USD at 8% per annum entered into on December, 2010 that initially had terms to be converted into 0.5% of the Pubco (hereinafter, "Note 2"). The combined total is \$125,000 and this initially represented 1.25% of the post public company subject to performance adjustments.

1. I signed both notes. See the attached copies of these notes. Both of these are true copies of the originals.
2. I wired two separate sums of \$75,000 and \$50,000 respectively to the bridge account at the Crone Law Group. The first wire in the amount of \$50,000 USD would have been received on December 15, 2010. The second wire in the amount of \$75,000 USD would have been received on January 4, 2011.
3. The company is presently in default on both these notes.

The above is a summary statement regarding two CONVERTIBLE PROMISSORY NOTES that were entered into between Mr. Glen Bradford and Hui Feng Auto. I, Glen Bradford, have made this in good faith and not for any improper purpose. I do solemnly swear or affirm that the information given by me in this case is the truth, the whole truth, and nothing but the truth. I understand that making a material false statement under oath is a crime. I am willing to make this statement and I understand and know what I am doing. No promises or threats have been made to me and no pressure or coercion of any kind has been used against me.

 Sept. 17, 2013
Glen Bradford

Sworn to and subscribed before me this 17 DAY OF September, 2013.

District of Columbia: SS 
Sworn to me before this 17 day of September, 2013
Notary Public, D.C.
My Commission Expires April 30, 2017



EXHIBIT A

Note 1

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE Hui Feng Auto technology REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED.

本期票及其转换后的可发行证券并未在 1933 年证券法修订案下登记。在未取得有效的莱芜市汇锋汽车轴齿有限公司证券申请上市登记表之前，不得对其进行出售、公开让售、抵押或质押。根据上述法案的规定和公司所采纳的法律顾问的意见，此登记并非必须。

Hui Feng Auto technology

CONVERTIBLE PROMISSORY NOTE

US\$75,000

November, 2010

San Francisco, California

莱芜市汇锋汽车轴齿有限公司

可转换期票 (注: 上市后可转换成股本的而不需还本

还息的债务)

75,000.00 美元

2010 年 11 月

加利福尼亚, 旧金山

FOR VALUE RECEIVED, Hui Feng Auto technology, a Peoples Republic of China company (the "Company") promises to pay to Glen Bradford ("Investor"), or its registered assigns, in lawful money of the United States of America the principal sum of One Hundred Thousand Dollars (\$75,000.00), or such lesser amount as shall equal the outstanding principal amount hereof, together with interest from the date of this Note on the unpaid principal balance at a rate equal to 8.00% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier of (i) November 8, 2012 (the "Maturity Date"), or (ii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts are declared due and payable by Investor or made automatically due and payable in accordance with the terms hereof.

基于所获取的价值，莱芜市汇锋汽车轴齿有限公司——一家在中华人民共和国境内合法注册的公司（下文简称“公司”）承诺向 Glen Bradford（下文简称“投资方”）或其接收方按时还本和支付利息，即：以美国法定货币的形式支付七万五千美元（75,000.00 美元）的本金或与未清偿本金同等数额的金额，和未清偿金额部分自此期票所载日期开始计算的利息（年利息率为 8%/年，以实际天数计算，一年按 365 天计算）。所有未支付的本金、任何未支付金额所发生的利息和据此所发生的一切应付金额应在（i）2012 年 11 月 8 日（到期日）之前完成支付，或（ii）在发生违约事件（下文中详述）之时或之后，投资方宣布到期并要求支付或根据此文件内条款的规定而自动成为到期和应付款项。

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the execution of this Note, agrees:

以下是一份投资方权利的声明和此期票所遵循的并取得投资方同意的条件：

1. **Interest.** Accrued interest on this Note shall be payable at maturity.

1. 利息。此期票下累计的利息应当在到期日支付。

2. **Prepayment.** This Note may not be prepaid.

2. 提前支付。此期票无法提前支付。

3. **Events of Default.** The occurrence of any of the following shall constitute an “Event of Default” under this Note:

3. 违约事件。在此期票下，下述任何事件都应被视为违约事件。

(a) **Failure to Pay.** The Company shall fail to pay (i) when due any principal or interest payment on the due date hereunder or (ii) any other payment required under the terms of this Note on the date due and such payment shall not have been made within thirty days of the Company’s receipt of Investor’s written notice to the Company of such failure to pay (the obligations referred to in this Section 3(a) (i) and (ii) are collectively referred to as the “Obligations”), or

(a) 清偿失败。以下情形应被视为公司清偿失败：（i）当任何本金或利息未能在到期日之前支付，或（ii）此期票中所载条款要求支付的款项未能在到期日之前支付，并且在收到投资方发出的支付失败通知三十日以内公司尚未完成支付（3（a）（i）和 3（a）（ii）统称为“义务”），或

(b) **Breaches of Covenants.** The Company shall fail to observe or perform any other material covenant, obligation, condition or agreement contained in this Note and which failure to

perform or observe, if capable of remedy, is not remedied within 3 months after written notice of such default shall have been given to the Company by the Investor; or

(b) 违反约定。公司未能遵循或履行此期票中所载明的任何其他重大约定、义务、条件或协议，并且此违反(若能改正)未能在公司收到投资人发出的违约书面通知之日起3个月内得以补救，或

(c) *Representations and Warranties.* Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of the Company to Investor in writing in connection with this Note, or as an inducement to Investor to enter into this Note, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or

(c) 陈述和保证。公司或其代表制订或提供给投资方的有关此期票的或促使投资方订立此期票的任何书面陈述、保证、证明或其他声明(财务方面或其他)在任何重大方面是虚假的、错误的、不完整的或者是误导的，或

(d) *Other Payment Obligations.* Any indebtedness under any bonds, debentures, notes or other evidences of indebtedness for money borrowed (or any guarantees thereof, excluding this Note) by the Company in an aggregate principal amount in excess of RMB\$200,000.00 is not paid when due either at its stated maturity or upon acceleration thereof, and such indebtedness is not discharged, or such acceleration is not rescinded or annulled; or

(d) 其他清偿义务。公司在任何债券、公司债券、票据或其他负债凭证下的欠款(或担保，此期票除外)超过200000.00RMB，并且在其到期日之前或所要求的提前支付日期之前公司未能清偿，或此提前支付要求未被取消或废除，或

(e) *Material Adverse Effect.* One or more conditions exist or events have occurred which would result in, a Material Adverse Effect, including but not limited to: (i) Company's decision not to proceed with the proposed reverse merger transaction (the "Reverse Merger") with a US listed public entity ("Pubco"), which is the basis for Investor's investment, whether such decision is manifested through written or oral statement of Company or action or inaction of Company, unless the decision not to proceed with the said Reverse Merger, made jointly by, agreed on by, the both company and investors, is made on reasonable business judgment that such Reverse Merger is not in the best interest of the Company, (ii) the Company enters into a Transaction (defined below in Section 17) or signs a binding agreement with respect to a Transaction without Investor's consent as provided in Section 17 of this Note.

(e) 重大不利影响。能够暗示或导致一个重大不利影响发生的一个或多个条件或已经发生的事件，包括但不限于：(i) 公司决定拒绝与一家美国上市实体(上市公司)进行反向合并交易(反向合并)，并且此交易是作为投资方投资基础的交易，无论此决定是通过公司的书面或口头声明还是公司的作为或不作为来表明，但是如果公司和投资者联合作出决定且两者都同意-基于合理商业判断认为进行反向合并不符合公司的最佳利益-而决定放弃反向合并的决定则不在此限；(ii) 在未获取投资方同意的情况下(请参照此期票下的第

十七款)，公司进行一项交易（在第十七款中有详细定义）或签署一份具有约束力协议来执行该等交易。

4. *Rights of Investor upon Default.* 违约事件下投资方的权利

(a) Upon the occurrence or existence of any Event of Default (other than an Event of Default described in Sections 3(e)) and at any time thereafter during the continuance of such Event of Default, Investor may, by written notice to the Company, declare all outstanding Obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any other transaction documents to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 3(e), immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

(a) 在违约事件（除了第三条款 3 (e) 中所描述的违约事件）发生或存在的情况下，在此违约时间持续进行的任何时候，投资方有权通过书面通知宣布公司所有未清偿的应付款项应当立即到期并即刻支付，并且取消公司的任何提示、要求、抗议或任何其他形式的通知权；此文件下所包含的与此相抵触的任何内容或包含在其他交易文件中任何与此相抵触的内容都被视为无效。在第三条款 3 (e) 所描述的违约事件发生或存在的情况下，投资方无须通知，公司所有未清偿的应付款项应当立即自动到期并即刻支付，并且取消公司的任何提示、要求、抗议或任何其他形式的通知权；此文件下所包含的任何与此相抵触的内容或包含在其他交易文件中的任何与此相抵触的内容都被视为无效。

(b) Concurrently with Investor's delivery of the funds loaned hereto, Company has delivered US\$50,000.00 (the "Company Security Funds") into escrow pursuant to that certain Escrow Agreement between Investor, Company and the Crone Law Group (acting as escrow holder (the "Escrow Holder")), of even date herewith. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default under Section 3(e), Investor may direct Escrow Holder to release the Company Security Funds and any other funds remaining in the Escrow Account after satisfaction of any outstanding Fees and Costs to Investor to be applied towards the satisfaction of all outstanding Obligations, based on the signed escrow agency agreement.

(b) 在投资方交付借出款项的同时，公司已经基于投资方、公司和 Crone Law Group（作为协议保管方，下文简称“保管方”）在与此期票同一日期签订的《托管协议》，向保管方交付了 50,000.00 美元（公司保证资金）。除上述补救措施之外，如发生或出现第三条款 3 (e) 中所载的违约事件，投资方有权按业已签约的第三方托管协议指示保管方在扣除相关费用和成本后，把公司保证资金的余额发放给投资方，用以清偿未偿债务。

5. **Conversion.** In the event the Company consummates, prior to the Maturity Date, the Reverse Merger, then the outstanding principal amount of and all accrued interest under this Note shall automatically convert into shares of the equity of the Pubco acquired in the Reverse Merger equal to 0.75% of Pubco's equity on a fully diluted basis as of the date of the Reverse Merger (the "Conversion Shares"). Upon such conversion of this Note, the Investor shall deliver the original of this Note (or a certified confirmation to the effect that the original Note has been lost, stolen or destroyed and an agreement acceptable to the Company whereby the holder agrees to indemnify the Company from any loss incurred by it in connection with this Note) at the closing of the Reverse Merger for cancellation; *provided, however*, that upon satisfaction of the conditions set forth in this Section 5, this Note shall be deemed converted and of no further force and effect, whether or not it is delivered for cancellation as set forth in this sentence.

5 转换。若公司在到期日之前进行反向合并交易，则本期票下的本金和累计利息应在反向合并完成之日自动转换为在反向合并中所收购上市公司经全面摊薄后总股本 0.75% 的股份（“转换股份”）。一旦此期票的转换发生，投资方应将此期票的原件（在原件遗失、被盗或损毁的情况下，投资方应当向公司提供一份经认证的确认书或签订一份赔偿协议约定投资方同意补偿公司由此而遭受的任何损失）在反向合并完成之时交付给公司注销；无论如何，在满足此第五条款中的条件之后，即使投资方未能将此期票交付至公司用于注销（如前所述）此期票均应被视为已经转换成股份，并且自此无任何法律效力。

6. **Secured Obligation.** THE OBLIGATIONS DUE UNDER THIS NOTE ARE SECURED BY THE LAND, EQUIPMENT AND OTHER ASSETS OF THE COMPANY.

6 债务担保。此期票下公司的债务由公司的土地、设备和其他资产抵押担保。

7. **Successors and Assigns.** Subject to the restrictions on transfer described in Sections 9 and 10 below, the rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties, including, without limitation, Pubco.

7 继任和转让。根据下述第九款和第十款中对于转让限制条件的规定，公司和投资方的权利和义务对于双方的继任方、被转让方、继承人、管理方、受让方，包括但不限于上市公司，仍然具有约束力。

8. **Waiver and Amendment.** Any provision of this Note may be amended, waived or modified only upon the written consent of the Company and Investor.

8 废除和修正。在公司和投资方书面同意的情况下，此期票下的任何条款都可以被修正、废除或修订。

9. **Transfer of this Note or Securities Issuable on Conversion Hereof.** With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Investor will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Investor's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such

written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Investor that Investor may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company.

9 此期票或其转换证券的转让。对于对此期票或其转换证券的任何出价、销售或其他处置，投资方将提前向公司出具书面通知，并注明转让方式，以及投资方律师的一份书面意见或能够满足公司要求的其他证明文件，证明此出价、销售或其他处置无需经过登记或获得授权（根据任何有效的联邦法律或州法律）。在收到投资方的上述书面通知和另公司满意的法律意见，或者经公司要求的其它证据之后，公司应尽快告知投资方：投资方可以按照其送达给公司的书面通知中所载的条款出售或以其他方式处置此期票或证券。

10. **Assignment by the Company.** Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of Investor.

10 公司发起的转让。在未取得投资方书面同意之前，公司不得，无论是法定转让或其它方式，将此期票或与之相关的任何权利、利益或义务全部或部分转让给第三方。

11. **Notices.** All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall in writing and faxed, mailed or delivered to each party at the respective addresses as the Company shall have furnished to Investor in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

11 通知。所有通知、请求、要求、同意、指示或其他所要求的或允许的通信应以书面形式传真、邮寄或直接送达至各方的地址；公司应向投资方以书面的形式提供一份详细地址。此条件下的所有通知和通信在下述任一条件下都将被视为有效的：(i) 接收方完成接受；(ii) 亲自送达；(iii) 传真完成的一个工作日之后（收到接收方的确认）；(iv) 在将信件交付给一家得到认可的次日送达快递服务商一个工作日之后；或 (v) 在将已付邮资的、作为一级邮递的信件交付给美国邮局四天之后。

12. **Payment.** Payment shall be made in lawful tender of the United States.

12 付款。付款应当通过美国法定支付手段完成。

13. **Default Rate; Usury.** During any period in which an Event of Default has occurred (if such Event of Default is capable of remedy, then during the period after the lapse of the cure period, as applicable) and is continuing, the Company shall pay interest on the unpaid principal balance hereof at a rate per annum equal to the rate otherwise applicable hereunder plus five percent (5%) (annual rate). In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

13 违约利息率；附加利率。在一个违约事件已经发生（但是如果某一违约事件可得以改正，则在相应的改正期届满之后）并且持续的情况下，公司应以比原利息率高 5%

(百分之五)的年利率支付未偿还本金的利息；若此利息率高于法定最高利率限额，则超出法定限额部分应当被视为对此期票下本金的偿还。

14. **Expenses; Waivers.** If action is instituted to collect this Note, the Company promises to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, reasonably incurred in connection with such action. The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

14 费用；弃权声明。若需通过法律诉讼要求偿还此期票，公司承诺支付由此而合理发生的所有费用和成本，包括但不限于合理的律师费用及成本。公司特此声明，放弃发出违约公告、付款提示或付款要求、抗议、停付公告或拒付公告和其他与此文件有关的公告或要求的权利。

15. **Governing Law.** This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California, or of any other state.

15 适用法律。不考虑加利福尼亚州或任何其他州法律条款中的冲突的情况下，此期票及其所发生或与其相关的一切诉讼应适用于加利福尼亚州法律。

16. **Incidental Registration.**

(i) **Right to Piggyback.** At any time upon or after the delivery of any Conversion Shares to the Investor, if Pubco or the Company proposes to register its equity securities under the Securities Act of 1933 (the "1933 Act") (other than a registration on Form S-4 or S-8, or any successor or other forms promulgated for similar purposes) or any other person that has demand registration rights (a "Third Party Registrant") proposes to register equity securities of Pubco or the Company under the 1933 Act, whether or not for sale for its own account, in a manner which would permit registration of the Conversion Shares for sale to the public under the 1933 Act, the Company or Pubco will, at each such time, give prompt written notice to Investor of its intention to do so and of Investor's rights under this Note. Upon the written request of Investor made within 15 days after the receipt of any such notice (which request shall specify the Conversion Shares intended to be disposed of by Investor), the Company and Pubco will use their reasonable best efforts to effect the registration under the 1933 Act of all Conversion Shares which the Company or Pubco has been so requested to register by Investor; provided, however, that (a) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the Company, Pubco or such Third Party Registrant shall determine for any reason not to proceed with the proposed registration of the securities to be sold by it, the Company or Pubco may, at its election, give written notice of such determination to Investor and, thereupon, shall be relieved of its obligation to register any Conversion Shares in connection with such terminated registration (but not from its obligation to pay the Registration Expenses (as defined below) in connection therewith), and (b) if such registration involves an underwritten offering, Investor shall enter into an agreement with the underwriters to sell their Conversion Shares to the underwriters on substantially the same terms and conditions as apply to the Company, Pubco or such Third Party Registrant, with such differences, including any with respect to indemnification and liability insurance, as may be customary or appropriate in combined primary and secondary offerings.

16. 附带的登记事件

(i) 背负登记权。在投资方接受任何转换股票之时或之后的任何时候，无论是为了出售或出于自身的考虑，如果上市公司或公司提议将其股权证券依据美国 1933 年的证券法（“1933 证券法”）进行登记（除了在 S-4 或 S-8 表格，或任何其他代替表格，或其他类似的表格上的登记）或任何具有要求登记权利的人（“第三方登记人”）提议将上市公司或公司的股权证券依据 1933 证券法进行登记，并且在 1933 证券法之下此登记将使得转换股份能够对外公开出售，每次出现上述情况的时候，公司或上市公司都应立即将其登记的意图以及投资方在此期票下的权利以书面的形式通知投资方。在投资方收到任何上述通知并书面请求之后的十五日内（此书面请求应详细列明归于投资方处置的转换股份），公司和上市公司应依据投资方的请求竭力促成在 1933 证券法下所有转换股份的登记。然而，(a) 如果在发出登记意图的书面通知之后和在所递交的证券申请上市登记表生效之前的任何时候，公司、上市公司或第三方登记人决定停止登记，公司或上市公司应向投资方提供一份此决定的书面通知；并且，在登记终止之后，公司或上市公司不再负有登记转换股份的义务（但是公司或上市公司有义务支付此登记费用（参照下文所述）），以及 (b) 如果此登记涉及承销发行，投资方应与承销商签订一份出售转换股份的协议，此协议的条款和条件与公司、上市公司或第三方登记人与承销商所签订协议中的条款和条件大体一致，但是根据协议签订对象的不同或初级发行和第二次发行的不同，协议中的赔偿和保险条款将作出合理的修改。

(ii) *Expenses; Indemnification.* The Company will pay all Registration Expenses in connection with each registration of Shares requested pursuant to this Section 16. “**Registration Expenses**” means all expenses incurred by the Company in complying with this Section 16, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements not to exceed ten thousand dollars (\$10,000) of a single special counsel for the Investor, if applicable, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration. The Company will indemnify Investor on the same terms as the Third Party Registrants, or, if none, on the same terms as the underwriters if a registration requested pursuant to this Section 16 involves an underwritten public offering, with such differences as may be customary or appropriate in combined primary and secondary offerings. However, the registration and uplisting after listing to OTCBB is a new separated project, must be addressed by a new consulting agreement, all of the above-mentioned registration-related fees will be paid either by a deduction from the first fund to raised after listing to OTCBB or the new separated bridge loan to be raised by the company for the registration and uplisting, the bridge loan addressed by this agreement will not be used to pay for the future registration and uplisting.

(ii) 费用；补偿。公司将支付第十六条中所述的所有登记的费用。登记费用是指公司进行第十六条所述的登记所发生的一切费用，包括但不限于所有的登记费、文档费、打印费、公司法律顾问费、不超过一万美元（10000 美元）的/每次的投资方特别法律顾问费用、股票交易费、和任何登记所要求的专项审计费用。公司将向投资方提供补偿，此补偿标准应与第三方登记人所享有的条款一致，或在没有第三方登记人的情况下，如果此第十六条中的登记成为公开认购的一个条件，那么此补偿条款应与认购方所享有的补偿条款一致，但是，根据协议签订对象的不同或初级发盘和第二次发行的不同，协议中的赔偿条款将作出合理的修改。但是，OTCBB 挂牌后的股票登记和升版是一个新项目，必须定订一个新的

咨询协议，以上所有有关登记所需的费用的支付，或者通过从 OTCBB 挂牌后的第一笔大规模融资中扣除，或通过公司另外为生版和登记所融的新的过桥资金，本过桥资金将不被用于生版和登记。

17. **Right of First Refusal.** During the period from the issuance of this Note through and including the Maturity Date, the Investor shall be given not less than ten business days prior written notice (the "Notice of Sale") of any proposed registration or sale by the Company of its common stock or other securities or debt obligations, in connection with (i) a Reverse Merger, (ii) a business combination or share exchange with a company that is registered with the Securities and Exchange Commission on Form 10, (iii) the direct registration of the Company's securities with the SEC, or (iv) any similar transaction with Pubco (the transactions referred to in clauses (i), (ii), (iii) and (iv) are collectively referred to as the "Transactions" and individually as a "Transaction"). The Investor shall have the right during the ten business days following receipt of the Notice of Sale (the "Notice Period") to purchase in the aggregate such offered common stock, debt or other securities strictly in accordance with the terms and conditions set forth in the Notice of Sale in the same proportion as that of the Investor's Conversion Shares in Pubco (i.e. 0.75% on a fully diluted basis). In the event such terms and conditions are modified during the Notice Period, the Investor shall be given prompt notice (the "Notice of Modification") of such modification and shall have the right during the ten business days following the Notice of Modification to exercise such purchase right strictly in accordance with the terms and conditions set forth in the Notice of Modification in the same proportion as that of the Investor's Conversion Shares in Pubco.

17 优先取舍权。在此期票发行之日起至到期日之间的期间内，若公司提议进行登记或出售其普通股或其他证券或债务凭证，并且此登记或出售与下述事件有关，则公司应在此登记或出售行为发生的至少十个工作日之前向投资方进行书面通知（“出售通知”）：(i) 反向合并；(ii) 与一家公司进行商业联合或股票交易，并且此公司已通过表格 10 于美国证券交易委员会注册登记；(iii) 向 SEC 申请公司证券的直接登记，或 (iv) 任何类似的与上市公司的交易（第 (i)、(ii)、(iii) 和 (iv) 项中所提到的交易统称为“各种交易”，单独称为“交易”）。在接收到出售通知之后的十个工作日之内（通知期间），投资方应有权严格依据出售通知中的条款和条件认购其中任何普通股、债务或其他证券，并且认购比例与投资方在上市公司中的转换股份比例相同（全面摊薄后股份中的 0.75%）。如果此条款和条件在通知期间被修订，则投资方应当立即收到有关此修订的通知（修订通知）；在收到此修订通知之后的十个工作日内，投资方有权严格依据修订通知中的条款和条件进行认购，并且认购比例与投资方在上市公司中的转换股份相同。

(18) In connection with the issuance of this Note, the Company will enter into a Make Good Escrow Agreement (the "Make Good Escrow Agreement"), whereby the Company will agree to issue to an escrow agent acceptable to the Company and Investor, such number of shares of common stock as equals 50% of the Conversion Shares. Such shares shall be held in escrow and be returned to the Company if the Company meets performance targets set forth below on a yearly basis. The escrowed shares shall be delivered to Investors per the formula (% delta from the performance target X 25% of the Conversion Shares for each of the fiscal years of 2010 and 2011) in the event that the Company does not meet certain performance targets for its fiscal years ending December 31, 2010 and December 31, 2011. The performance target for the Company's fiscal year ended December 31,

2010 is the achievement of net income of at least US \$6.1 million. The performance target for the Company's fiscal year ended December 31, 2011 is the achievement of net income of at least \$8 millions.

(18) 与此期票的发行相关, 公司将签订一份有条件抵偿协议(“有条件抵偿协议”), 根据有条件抵偿协议, 公司同意将相当于转换股份 50% 的普通股交由投资方和公司共同认可的第三方保管方保管作为预留抵押。如果公司达到了本条下述经营目标, 第三方保管方所保管的预留抵押股份应按年归还公司。如果公司在 2010 年 12 月 31 日结束的财政年度或 2011 年 12 月 31 日结束的财政年度未能达成经营目标, 则第三方保管方所保管的预留抵押股份将按如下公式(2010 或 2011 财政年度所低于的该年度的目标经营利润的百分比 X 25% 的转换股份)转交给投资方。以 2010 年 12 月 31 日为结束日期的财政年度中, 公司的经营目标是实现至少 610 万美元的收益净额; 以 2011 年 12 月 31 日为结束日期的财政年度中, 公司的经营目标是实现至少 800 万美元的收益净额。

The Company has caused this Note to be issued as of the date first written above.

公司同意按照此期票中首次载明的日期发售此期票。

如在履行合同过程中双方出现分歧, 纠纷, 都应遵循英文版本。

Hue Feng Auto technology
a Peoples Republic of China company
莱阳市汇锋汽车轴齿有限公司
一家中华人民共和国境内合法注册的公司

By 签署人: _____

Name 姓名: _____

Title 职务: _____

INVESTOR 投资方
Glen Bradford

By 签署人: _____

Name 姓名: Glen Bradford

Title 职务: General Partner

EXHIBIT B

Note 2

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION
HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE,
PLEGGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE HUI
FENG AUTO TECHNOLOGY REGISTRATION STATEMENT AS TO THE
SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL
SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS
NOT REQUIRED.

本期票及其转换后的可发行证券并未在 1933 年证券法修订案下登记。在未取得有效的
莱芜市汇锋汽车轴齿有限公司证券申请上市登记表之前，不得对其进行出售、公开让
售、抵押或质押。根据上述法案的规定和公司所采纳的法律顾问的意见，此登记并非
必须。

Hui Feng Auto Technology

CONVERTIBLE PROMISSORY NOTE

US\$50,000

December, 2010

San Francisco, California

莱芜市汇锋汽车轴齿有限公司

可转换期票（注：上市后可转换成股本的而不需还本还息的债务）

50,000.00 美元

2010 年 12 月

加利福尼亚，旧金山

FOR VALUE RECEIVED, Hui Feng Auto technology, a Peoples Republic of China
company (the "Company") promises to pay to Glen Bradford ("Investor"), or its registered assigns,
in lawful money of the United States of America the principal sum of Fifty Thousand Dollars
(\$50,000.00), or such lesser amount as shall equal the outstanding principal amount hereof, together
with interest from the date of this Note on the unpaid principal balance at a rate equal to 8.00% per
annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All
unpaid principal, together with any then unpaid and accrued interest and other amounts payable
hereunder, shall be due and payable on the earlier of (i) December 18, 2012 (the "Maturity Date"),
or (ii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts
are declared due and payable by Investor or made automatically due and payable in accordance with
the terms hereof.

基于所获取的价值，莱芜市汇锋汽车轴齿有限公司——一家在中华人民共和国境内合法注册的公司（下文简称“公司”）承诺向 Glen Bradford（下文简称“投资方”）或其接收方按时还本和支付利息，即：以美国法定货币的形式支付五万美元（50,000.00 美元）的本金或与未清偿本金同等数额的金额，和未清偿金额部分自此期票所载日期开始计算的利息（年利息率为 8%/年，以实际天数计算，一年按 365 天计算）。所有未支付的本金、任何未支付金额所发生的利息和据此所发生的一切应付金额应在（i）2012 年 12 月 18 日（到期日）之前完成支付，或（ii）在发生违约事件（下文中详述）之时或之后，投资方宣布到期并要求支付或根据此文件内条款的规定而自动成为到期和应付款项。

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the execution of this Note, agrees:

以下是一份投资方权利的声明和此期票所遵循的并取得投资方同意的条件：

1. **Interest.** Accrued interest on this Note shall be payable at maturity.
 1. 利息。此期票下累计的利息应当在到期日支付。
2. **Prepayment.** This Note may not be prepaid.
 2. 提前支付。此期票无法提前支付。[- 应该可以提前支付，如果公司选择终止上市的话，应该可以提前支付票据。]
3. **Events of Default.** The occurrence of any of the following shall constitute an “Event of Default” under this Note:
 3. 违约事件。在此期票下，下述任何事件都应被视为违约事件。

(a) **Failure to Pay.** The Company shall fail to pay (i) when due any principal or interest payment on the due date hereunder or (ii) any other payment required under the terms of this Note on the date due and such payment shall not have been made within thirty days of the Company's receipt of Investor's written notice to the Company of such failure to pay (the obligations referred to in this Section 3(a) (i) and (ii) are collectively referred to as the “Obligations”); or

(a) 清偿失败。以下情形应被视为公司清偿失败：（i）当任何本金或利息未能在到期日之前支付，或（ii）此期票中所载条款要求支付的款项未能在到期日之前支付，并且在收到投资方发出的支付失败通知三十日以内公司尚未完成支付（3（a）（i）和 3（a）（ii）统称为“义务”），或

(b) **Breaches of Covenants.** The Company shall fail to observe or perform any other material covenant, obligation, condition or agreement contained in this Note and which failure to

perform or observe, if capable of remedy, is not remedied within 3 months after written notice of such default shall have been given to the Company by the Investor; or

(b) 违反约定。公司未能遵循或履行此期票中所载明的任何其他重大约定、义务、条件或协议，并且此违反(若能改正)未能在公司收到投资人发出的违约书面通知之日起3个月内得以补救，或

(c) *Representations and Warranties.* Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of the Company to Investor in writing in connection with this Note, or as an inducement to Investor to enter into this Note, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or

(c) 陈述和保证。公司或其代表制订或提供给投资方的有关此期票的或促使投资方订立此期票的任何书面陈述、保证、证明或其他声明(财务方面或其他)在任何重大方面是虚假的、错误的、不完整的或者是误导的，或

(d) *Other Payment Obligations.* Any indebtedness under any bonds, debentures, notes or other evidences of indebtedness for money borrowed (or any guarantees thereof, excluding this Note) by the Company in an aggregate principal amount in excess of RMB\$200,000.00 is not paid when due either at its stated maturity or upon acceleration thereof, and such indebtedness is not discharged, or such acceleration is not rescinded or annulled; or

(d) 其他清偿义务。公司在任何债券、公司债券、票据或其他负债凭证下的欠款(或担保，此期票除外)超过200000.00RMB，并且在其到期日之前或所要求的提前支付日期之前公司未能清偿，或此提前支付要求未被取消或废除，或

(e) *Material Adverse Effect.* One or more conditions exist or events have occurred which would result in, a Material Adverse Effect, including but not limited to: (i) Company's decision not to proceed with the proposed reverse merger transaction (the "**Reverse Merger**") with a US listed public entity ("**Pubco**"), which is the basis for Investor's investment, whether such decision is manifested through written or oral statement of Company or action or inaction of Company, unless the Company's decision not to proceed with the said Reverse Merger is made on reasonable business judgment that such Reverse Merger is not in the best interest of the Company, (ii) the Company enters into a Transaction (defined below in Section 17) or signs a binding agreement with respect to a Transaction without Investor's consent as provided in Section 17 of this Note.

(e) 重大不利影响。能够暗示或导致一个重大不利影响发生的一个或多个条件或已经发生的事件，包括但不限于：(i) 公司决定拒绝与一家美国上市实体(上市公司)进行反向合并交易(反向合并)，并且此交易是作为投资方投资基础的交易，无论此决定是通过公司的书面或口头声明还是公司的作为或不作为来表明，但是如果公司基于合理商业判断认为进行反向合并不符合公司的最佳利益，而决定放弃反向合并的决定则不在此限；

(ii) 在未获取投资方同意的情况下（请参照此期票下的第十七款），公司进行一项交易（在第十七款中有详细定义）或签署一份具有约束力协议来执行该等交易。

4. *Rights of Investor upon Default.* 违约事件下投资方的权利

(a) Upon the occurrence or existence of any Event of Default (other than an Event of Default described in Sections 3(e)) and at any time thereafter during the continuance of such Event of Default, Investor may, by written notice to the Company, declare all outstanding Obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any other transaction documents to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 3(e), immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

(a) 在违约事件（除了第三条款 3（e）中所描述的违约事件）发生或存在的情况下，在此违约时间持续进行的任何时候，投资方有权通过书面通知宣布公司所有未清偿的应付款项应当立即到期并即刻支付，并且取消公司的任何提示、要求、抗议或任何其他形式的通知权；此文件下所包含的与此相抵触的任何内容或包含在其他交易文件中任何与此相抵触的内容都被视为无效。在第三条款 3（e）所描述的违约事件发生或存在的情况下，投资方无须通知，公司所有未清偿的应付款项应当立即自动到期并即刻支付，并且取消公司的任何提示、要求、抗议或任何其他形式的通知权；此文件下所包含的任何与此相抵触的内容或包含在其他交易文件中的任何与此相抵触的内容都被视为无效。

(b) Concurrently with Investor's delivery of the funds loaned hereto, Company has delivered US\$50,000.00 (the "Company Security Funds") into escrow pursuant to that certain Escrow Agreement between Investor, Company and the Crone Law Group (acting as escrow holder (the "Escrow Holder")), of even date herewith. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default under Section 3(e), Investor may direct Escrow Holder to release the Company Security Funds and any other funds remaining in the Escrow Account after satisfaction of any outstanding Fees and Costs to Investor to be applied towards the satisfaction of all outstanding Obligations, based on the signed escrow agency agreement.

(b) 在投资方交付借出款项的同时，公司已经基于投资方、公司和 Crone Law Group（作为协议保管方，下文简称“保管方”）在与此期票同一日期签订的《托管协议》，向保管方交付了 50,000.00 美元（公司保证资金）。除上述补救措施之外，如发生或出现第三条款 3（e）中所载的违约事件，投资方有权按业已签约的第三方托管协

议指示保管方在扣除相关费用和成本后，把公司保证资金的余额发放给投资方，用以清偿未偿债务。

5. **Conversion.** In the event the Company consummates, prior to the Maturity Date, the Reverse Merger, then the outstanding principal amount of and all accrued interest under this Note shall automatically convert into shares of the equity of the Pubco acquired in the Reverse Merger equal to 0.5% of Public's equity on a fully diluted basis as of the date of the Reverse Merger (the "**Conversion Shares**"). Upon such conversion of this Note, the Investor shall deliver the original of this Note (or a certified confirmation to the effect that the original Note has been lost, stolen or destroyed and an agreement acceptable to the Company whereby the holder agrees to indemnify the Company from any loss incurred by it in connection with this Note) at the closing of the Reverse Merger for cancellation; *provided, however*, that upon satisfaction of the conditions set forth in this **Section 5**, this Note shall be deemed converted and of no further force and effect, whether or not it is delivered for cancellation as set forth in this sentence.

5 转换。若公司在到期日之前进行反向合并交易，则本期票下的本金和累计利息应在反向合并完成之日自动转换为在反向合并中所收购上市公司经全面摊薄后总股本 0.5% 的股份（“转换股份”）。一旦此期票的转换发生，投资方应将此期票的原件（在原件遗失、被盗或损毁的情况下，投资方应当向公司提供一份经认证的确认书或签订一份赔偿协议约定投资方同意补偿公司由此而遭受的任何损失）在反向合并完成之时交付给公司注销；无论如何，在满足此第五条款中的条件之后，即使投资方未能将此期票交付至公司用于注销（如前所述）此期票均应被视为已经转换成股份，并且自此无任何法律效力。

6. **Secured Obligation.** THE OBLIGATIONS DUE UNDER THIS NOTE ARE SECURED BY THE LAND, EQUIPMENT AND OTHER ASSETS OF THE COMPANY.

6 债务担保。此期票下公司的债务由公司的土地、设备和其他资产抵押担保。

7. **Successors and Assigns.** Subject to the restrictions on transfer described in **Sections 9 and 10** below, the rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties, including, without limitation, Pubco.

7 继任和转让。根据下述第九款和第十款中对于转让限制条件的规定，公司和投资方的权利和义务对于双方的继任方、被转让方、继承人、管理方、承让方，包括但不限于上市公司，仍然具有约束力。

8. **Waiver and Amendment.** Any provision of this Note may be amended, waived or modified only upon the written consent of the Company and Investor.

8 废除和修正。在公司和投资方书面同意的情况下，此期票下的任何条款都可以被修正、废除或修订。

9. **Transfer of this Note or Securities Issuable on Conversion Hereof.** With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted,

Investor will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Investor's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Investor that Investor may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company.

9 此期票或其转换证券的转让。对于对此期票或其转换证券的任何出价、销售或其他处置,投资方将提前向公司出具书面通知,并注明转让方式,以及投资方律师的一份书面意见或能够满足公司要求的其他证明文件,证明此出价、销售或其他处置无需经过登记或获得授权(根据任何有效的联邦法律或州法律)。在收到投资方的上述书面通知和另公司满意的法律意见,或者经公司要求的其它证据之后,公司应尽快告知投资方:投资方可以按照其送达给公司的书面通知中所载的条款出售或以其他方式处置此期票或证券。

10. **Assignment by the Company.** Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of Investor.

10 公司发起的转让。在未取得投资方书面同意之前,公司不得,无论是法定转让或其它方式,将此期票或与之相关的任何权利、利益或义务全部或部分转让给第三方。

11. **Notices.** All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall in writing and faxed, mailed or delivered to each party at the respective addresses as the Company shall have furnished to Investor in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

11 通知。所有通知、请求、要求、同意、指示或其他所要求的或允许的通信应以书面形式传真、邮寄或直接送达至各方的地址;公司应向投资方以书面的形式提供一份详细地址。此条件下的所有通知和通信在下述任意一条件下都将被视为有效的:(i)接收方完成接受;(ii)亲自送达;(iii)传真完成的一个工作日之后(收到接收方的确认);(iv)在将信件交付给一家得到认可的次日送达快递服务商一个工作日之后;或(v)在将已付邮资的、作为一级邮递的信件交付给美国邮局四天之后。

12. **Payment.** Payment shall be made in lawful tender of the United States.

12 付款。付款应当通过美国法定支付手段完成。

13. **Default Rate; Usury.** During any period in which an Event of Default has occurred (if such Event of Default is capable of remedy, then during the period after the lapse of the cure period, as applicable) and is continuing, the Company shall pay interest on the unpaid principal balance hereof at a rate per annum equal to the rate otherwise applicable hereunder plus five percent (5%) (annual rate). In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an

amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

13 违约利息率；附加利率。在一个违约事件已经发生（但是如果某一违约事件可得以改正，则在相应的改正期届满之后）并且持续的情况下，公司应以比原利息率高 5%（百分之五）的年利率支付未偿还本金的利息；若此利息率高于法定最高利率限额，则超出法定限额部分应当被视为对此期票下本金的偿还。

14. **Expenses; Waivers.** If action is instituted to collect this Note, the Company promises to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, reasonably incurred in connection with such action. The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

14 费用；弃权声明。若需通过法律诉讼要求偿还此期票，公司承诺支付由此而合理发生的所有费用和成本，包括但不限于合理的律师费用及成本。公司特此声明，放弃发出违约公告、付款提示或付款要求、抗议、停付公告或拒付公告和其他与此文件有关的公告或要求的权利。

15. **Governing Law.** This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California, or of any other state.

15 适用法律。不考虑加利福尼亚州或任何其他州法律条款中的冲突的情况下，此期票及其所发生或与其相关的一切诉讼应适用于加利福尼亚州法律。

16. **Incidental Registration.**

(i) **Right to Piggyback.** At any time upon or after the delivery of any Conversion Shares to the Investor, if Pubco or the Company proposes to register its equity securities under the Securities Act of 1933 (the "1933 Act") (other than a registration on Form S-4 or S-8, or any successor or other forms promulgated for similar purposes) or any other person that has demand registration rights (a "Third Party Registrant") proposes to register equity securities of Pubco or the Company under the 1933 Act, whether or not for sale for its own account, in a manner which would permit registration of the Conversion Shares for sale to the public under the 1933 Act, the Company or Pubco will, at each such time, give prompt written notice to Investor of its intention to do so and of Investor's rights under this Note. Upon the written request of Investor made within 15 days after the receipt of any such notice (which request shall specify the Conversion Shares intended to be disposed of by Investor), the Company and Pubco will use their reasonable best efforts to effect the registration under the 1933 Act of all Conversion Shares which the Company or Pubco has been so requested to register by Investor; provided, however, that (a) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the Company, Pubco or such Third Party Registrant shall determine for any reason not to proceed with the proposed registration of the securities to be sold by it, the Company or Pubco may, at its election, give written notice of such determination to Investor and, thereupon, shall be relieved of its obligation to register any Conversion Shares in connection with such terminated registration (but not from its obligation to pay the Registration Expenses (as defined below) in connection therewith), and (b) if such registration

involves an underwritten offering, Investor shall enter into an agreement with the underwriters to sell their Conversion Shares to the underwriters on substantially the same terms and conditions as apply to the Company, Pubco or such Third Party Registrant, with such differences, including any with respect to indemnification and liability insurance, as may be customary or appropriate in combined primary and secondary offerings.

16. 附带的登记事件

(i) 背负登记权。在投资方接受任何转换股票之时或之后的任何时候，无论是为了出售或出于自身的考虑，如果上市公司或公司提议将其股权证券依据美国 1933 年的证券法（“1933 证券法”）进行登记（除了在 S-4 或 S-8 表格，或任何其他代替表格，或其他类似的表格上的登记）或任何具有要求登记权利的人（“第三方登记人”）提议将上市公司或公司的股权证券依据 1933 证券法进行登记，并且在 1933 证券法之下此登记将使得转换股份能够对外公开出售，每次出现上述情况的时候，公司或上市公司都应立即将其登记的意图以及投资方在此期票下的权利以书面的形式通知投资方。在投资方收到任何上述通知并书面请求之后的十五日内（此书面请求应详细列明归于投资方处置的转换股份），公司和上市公司应依据投资方的请求竭力促成在 1933 证券法下所有转换股份的登记。然而，（a）如果在发出登记意图的书面通知之后和在所递交的证券申请上市登记表生效之前的任何时候，公司、上市公司或第三方登记人决定停止登记，公司或上市公司应向投资方提供一份此决定的书面通知；并且，在登记终止之后，公司或上市公司不再负有登记转换股份的义务（但是公司或上市公司有义务支付此登记费用（参照下文所述）），以及（b）如果此登记涉及承销发行，投资方应与承销商签订一份出售转换股份的协议，此协议的条款和条件与公司、上市公司或第三方登记人与承销商所签订协议中的条款和条件大体一致，但是根据协议签订对象的不同或初级发行和第二次发行的不同，协议中的赔偿和保险条款将作出合理的修改。

(ii) *Expenses; Indemnification.* The Company will pay all Registration Expenses in connection with each registration of Shares requested pursuant to this Section 16. “**Registration Expenses**” means all expenses incurred by the Company in complying with this Section 16, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements not to exceed ten thousand dollars (\$10,000) of a single special counsel for the Investor, if applicable, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration. The Company will indemnify Investor on the same terms as the Third Party Registrants, or, if none, on the same terms as the underwriters if a registration requested pursuant to this Section 16 involves an underwritten public offering, with such differences as may be customary or appropriate in combined primary and secondary offerings.

(ii) 费用；补偿。公司将支付第十六条条款中所述的所有登记的费用。登记费用是指公司进行第十六条条款所述的登记所发生的一切费用，包括但不限于所有的登记费、文档费、打印费、公司法律顾问费、不超过一万美元（10000 美元）的/每次的投资方特别法律顾问费用、股票交易费、和任何登记所要求的专项审计费用。公司将向投资方提供补偿，此补偿标准应与第三方登记人所享有的条款一致，或在没有第三方登记人的情况下，如果此第十六条条款中的登记成为公开认购的一个条件，那么此补偿条款应与认购方所享有的补偿条款一致，但是，根据协议签订对象的不同或初级发盘和第二次发行的不同，协议中的赔偿条款将作出合理的修改。

17. Right of First Refusal. During the period from the issuance of this Note through and including the Maturity Date, the Investor shall be given not less than ten business days prior written notice (the "Notice of Sale") of any proposed registration or sale by the Company of its common stock or other securities or debt obligations, in connection with (i) a Reverse Merger, (ii) a business combination or share exchange with a company that is registered with the Securities and Exchange Commission on Form 10, (iii) the direct registration of the Company's securities with the SEC, or (iv) any similar transaction with Pubco (the transactions referred to in clauses (i), (ii), (iii) and (iv) are collectively referred to as the "Transactions" and individually as a "Transaction"). The Investor shall have the right during the ten business days following receipt of the Notice of Sale (the "Notice Period") to purchase in the aggregate such offered common stock, debt or other securities strictly in accordance with the terms and conditions set forth in the Notice of Sale in the same proportion as that of the Investor's Conversion Shares in Pubco (i.e. 0.5% on a fully diluted basis). In the event such terms and conditions are modified during the Notice Period, the Investor shall be given prompt notice (the "Notice of Modification") of such modification and shall have the right during the ten business days following the Notice of Modification to exercise such purchase right strictly in accordance with the terms and conditions set forth in the Notice of Modification in the same proportion as that of the Investor's Conversion Shares in Pubco.

17 优先取舍权。在此期票发行之日起至到期日之间的期间内，若公司提议进行登记或出售其普通股或其他证券或债务凭证，并且此登记或出售与下述事件有关，则公司应在此登记或出售行为发生的至少十个工作日之前向投资方进行书面通知（“出售通知”）：（i）反向合并；（ii）与一家公司进行商业联合或股票交易，并且此公司已通过表格 10 于美国证券交易委员会注册登记；（iii）向 SEC 申请公司证券的直接登记，或（iv）任何类似的与上市公司的交易（第（i）、（ii）、（iii）和（iv）项中所提到的交易统称为“各种交易”，单独称为“交易”）。在接收到出售通知之后的十个工作日之内（通知期间），投资方应有权严格依据出售通知中的条款和条件认购其中任何普通股、债务或其他证券，并且认购比例与投资方在上市公司中的转换股份比例相同（全面摊薄后股份中的 0.5%）。如果此条款和条件在通知期间被修订，则投资方应当立即收到有关此修订的通知（修订通知）；在收到此修订通知之后的十个工作日内，投资方有权严格依据修订通知中的条款和条件进行认购，并且认购比例与投资方在上市公司中的转换股份相同。

(18) In connection with the issuance of this Note, the Company will enter into a Make Good Escrow Agreement (the "Make Good Escrow Agreement"), whereby the Company will agree to issue to an escrow agent acceptable to the Company and Investor, such number of shares of common stock as equals 50% of the Conversion Shares. Such shares shall be held in escrow and be returned to the Company if the Company meets performance targets set forth below on a yearly basis. The escrowed shares shall be delivered to Investors per the formula (% delta from the performance target X 25% of the Conversion Shares for each of the fiscal years of 2010 and 2011) in the event that the Company does not meet certain performance targets for its fiscal years ending December 31, 2010 and December 31, 2011. The performance target for the Company's fiscal year ended December 31, 2010 is the achievement of net income of at least US \$5 million. The performance target for the

Company's fiscal year ended December 31, 2011 is the achievement of net income of at least \$8 millions.

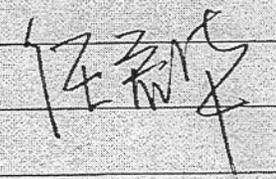
(18) 与此期票的发行相关, 公司将签订一份有条件抵偿协议 (“有条件抵偿协议”), 根据有条件抵偿协议, 公司同意将相当于转换股份 50% 的普通股交由投资方和公司共同认可的第三方保管方保管作为预留抵押。如果公司达到了本条下述经营目标, 第三方保管方所保管的预留抵押股份应按年归还公司。如果公司在 2010 年 12 月 31 日结束的财政年度或 2011 年 12 月 31 日结束的财政年度未能达成经营目标, 则第三方保管方所保管的预留抵押股份将按如下公式 (2010 或 2011 财政年度所低于的该年度的目标经营利润的百分比 X 25% 的转换股份) 转交给投资方。以 2010 年 12 月 31 日为结束日期的财政年度中, 公司的经营目标是实现至少 500 万美元的收益净额; 以 2011 年 12 月 31 日为结束日期的财政年度中, 公司的经营目标是实现至少 800 万美元的收益净额。

The Company has caused this Note to be issued as of the date first written above.

公司同意按照此期票中首次载明的日期发售此期票。

如在履行合同过程中双方出现分歧, 纠纷, 都应遵循英文版本。

Hui Feng Auto technology
a Peoples Republic of China company
莱阳市汇锋汽车轴齿有限公司
一家中华人民共和国境内合法注册的公司

By 签署人: 
Name 姓名: _____
Title 职务: _____

INVESTOR 投资方

Glen Bradford

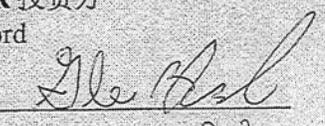
By 签署人: 
Name 姓名: Glen Bradford
Title 职务: General Partner

EXHIBIT C

Letter of Status Inquiry received by Mr. Glen Bradford from Qing Zhao and Dedong Su on September 12, 2013.

September 9, 2013

Mr. Glen Bradford
1280 21st St NW, #904
Washington, DC 20036
USA

**Status Inquiry Regarding Whether A Convertible Promissory Note
between Mr. Glen Bradford and Hui Feng Auto Technology
Was Signed Or Performed by Mr. Glen Bradford**

Dear Mr. Glen Bradford:

Mr. Zhigang Hua, Board Secretary of Hui Feng Auto Technology (hereinafter, "Hui Feng Auto"), received a document named "Hui Feng Auto Convertible Promissory Note (hereinafter, "the Note")" via email from Mr. Eric Yan, Executive Director of Constant Growth Investment Inc.. The document indicates that you, Mr. Bradford signed the Note and you shall invest \$50,000 into Hui Feng Auto to be used for the fees and costs which will likely be incurred by Hui Feng Auto in seeking the Initial Public Offering(hereinafter, "IPO") and financing on the US securities market.

However, as the signer of the Note, you have never contacted Hui Feng Auto by any means and Hui Feng Auto has never received any fund from you either. Hui Feng Auto is unaware of the real situation whether you actually signed the Note or performed it.

Due to the impact of the US economy, Hui Feng Auto was prevented from proceeding its project of IPO and financing on the US securities market as planned. Now Hui Feng Auto authorizes Ms. Qing Zhao and Mr. Dedong Su, Attorneys of Grandall Law Firm (Beijing) to inquire of you whether you signed the Note and whether and how you performed it. Please kindly provide answer and according supporting documents as requested below. Please be noted that you shall be liable for the authenticity of anything you provide.

1. The original of "Hui Feng Auto Convertible Promissory Note" that you signed or a copy of the original along with a **notarized Affidavit** of yours guaranteeing that the copy is a true copy of the original;
2. A statement and any evidence about whether and how you performed "Hui Feng Auto Convertible Promissory Note".

This Letter shall be written in Chinese in three originals and in English in three originals. In case of any discrepancy between two versions, the Chinese version shall prevail. Each of Hui Feng Auto, the Trust and our law firm shall keep one original in Chinese and one original in English.



Please kindly respond and contact Ms. Zhao or Mr. Su of our law firm before October 25, 2013 through mail or e-mail shown as below.

Ms. Qing Zhao

Address: Grandall Law Firm (Beijing)
9/F Taikang Financial Tower
38 North Road East Third Ring
Chaoyang District, Beijing 100026
China

E-mail: zhaoqing@grandall.com.cn

Or,

Mr. Dedong Su

Address: Grandall Law Firm (Beijing)
9/F Taikang Financial Tower
38 North Road East Third Ring
Chaoyang District, Beijing 100026
China

E-mail: sudedong@grandall.com.cn



Qing Zhao, Esq.
Grandall (Beijing) Law Firm



Dedong Su, Esq.
Grandall (Beijing) Law Firm



EXHIBIT D

Contact Information for Mr. Glen Bradford

For correspondence & general inquiry purposes please use the following contact information

Address:

Mr. Glen Bradford

Consilio

1828 L St. NW Suite 1070

Washington, DC 20036

USA

Phone: 1-714-697-0253

Email: globaispeculation@gmail.com

EXHIBIT E

Escrow account detail provided by The Crone Law Group to indicate the two wires regarding my two convertible promissory notes

The Crone Law Group

101 Montgomery Street, Suite 2650 * San Francisco, CA 94104
(415) 955-8900 * (415) 955-8910 fax * Tax ID: 20-0702145

Laiwu Auto
Mr. Qihua Ren, Chief Executive Officer
Laiwu Huifeng Car Axle Year Co. LTD
Laiwu Wenling Forging Co. LTD
Shenghua Road, Lixing Industrial Park
LAIWU CITY

Matter No. 1346-001

April 30, 2011

| | <u>Amount</u> |
|--|-----------------------------|
| Balance due | <u>\$0.00</u> |
| Client funds transactions | |
| Previous balance of Trust Account | \$0.00 |
| 12/15/2010 Wire From Ahmed Abdel Latief MD No. wire | \$50,000.00 |
| 12/15/2010 Withdrawal from account - wire to Malone Bailey LLP | (\$35,000.00) |
| 12/16/2010 Withdrawal from account Wire to EE Global | (\$15,000.00) |
| | <u> </u> |
| New balance of Trust Account | <u>\$0.00</u> |

→ Me

Glen Bradford

The Crone Law Group

101 Montgomery Street, Suite 1950 * San Francisco, CA 94104
(415) 955-8900 * (415) 955-8910 fax

Page 2

Laiwu Auto

Matter No. 1346-002

April 30, 2011

Invoice No. 14021

Professional Services

| | <u>Hours</u> | <u>Amount</u> |
|------------------------------------|--------------|---------------|
| 4/1/2011 YWQ Email contact list | 0.20 | NO CHARGE |
| For professional services rendered | 0.20 | \$0.00 |
| Balance due | | <u>\$0.00</u> |

Timekeeper Summary

| <u>Name</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------|--------------|-------------|---------------|
| Willa Qian | 0.20 | 0.00 | \$0.00 |

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Page 3

Laiwu Auto

In Reference To: Matter No. 1346-003
Reverse Merger

April 30, 2011
Invoice No. 13663

Professional Services

| | <u>Hours</u> |
|---|--------------|
| 4/4/2010 RN Office conferences with R. Davidson regarding escrow issues | 0.50 |
| 8/17/2010 RN Devin Bosch: Multiple correspondences and phone calls with D. Bosch regarding convertible note and client conflict issues; office conferences with S. Rozyngo regarding same | 1.80 |
| 11/8/2010 RN Attention to wire transfer; multiple office conferences with R. Davidson regarding same; multiple correspondences with K. Fickle regarding same; office conferences with M. Crone regarding deal status | 1.00 |
| 11/9/2010 RN Attention to wire transfer | 0.50 |
| 11/10/2010 RN Attention to promissory note; coordinate conference call | 1.50 |
| 11/11/2010 RN Prepare for, and attend call with prospective investors | 1.50 |
| 12/2/2010 RN Attention to escrow matters; correspondence with K. Fickle regarding same | 0.30 |
| 12/13/2010 RN Attention to drafting information requests | 1.00 |
| 12/14/2010 RN Multiple correspondences with Nuwa Group regarding escrow distributions; attention to escrow matters; office conferences with M. Crone, F. Jackson regarding transaction issues; attention to drafting responsibilities checklist | 3.00 |
| 12/15/2010 RN Attention to escrow matters; multiple correspondences with K. Fickle, D. Bosch and K. Ma regarding same; multiple office conferences with R. Davidson regarding same | 1.00 |
| 12/16/2010 RN Attention to escrow issues | 1.50 |
| 12/21/2010 RN Office conferences with F. Jackson regarding contract list and responsibility checklist; office conference with S. Rozyngo regarding shell term sheet issues | 0.70 |
| 12/22/2010 RN Attention to information requests and directors and officers questionnaire | 2.00 |
| 3/30/2011 JS Conference call regarding reverse merger | 0.80 |
| 4/1/2011 RN Attention to information request and exchange agreement drafting | 5.50 |

Initial Flat Fee on Merger Due Upon Signing of Agreement Dated Nov. 7, 2010

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Laiwu Auto

April 30, 2011

| | <u>Hours</u> | <u>Amount</u> |
|---|--------------|---------------------|
| For professional services rendered | 22.60 | \$0.00 |
| Previous balance | | \$25,000.00 |
| Accounts receivable transactions | | |
| 3/29/2011 Payment from account, Trust Checking Account # 2406 | | (\$20,000.00) |
| Balance due | | <u>\$5,000.00</u> |
| Client funds transactions | | |
| Previous balance of Trust Account | | \$0.00 |
| 1/4/2011 Payment to account | | <u>\$75,000.00</u> |
| 1/5/2011 Withdrawal from account - Wire to EE Global Inc. | | (\$2,500.00) |
| 3/29/2011 Payment from account, Trust Checking Account # 2406 | | (\$20,000.00) |
| 4/4/2011 Payment to Richlink International | | (\$12,500.00) |
| 4/4/2011 Payment to Malone Bailey | | (\$35,000.00) |
| 4/4/2011 Payment to Constant Growth Investment Inc. | | <u>(\$5,000.00)</u> |
| New balance of Trust Account | | <u>\$0.00</u> |

Timekeeper Summary

| <u>Name</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|--------------|--------------|-------------|---------------|
| James Shafer | 0.80 | 500.00 | \$0.00 |
| Ryan J. Nail | 21.80 | 500.00 | \$0.00 |

→ me Glen Bradford

The Crone Law Group

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(415) 955-8900 * (415) 955-8910 fax * Tax ID: 20-0702145

Laiwu Auto
Mr. Qihua Ren, Chief Executive Officer
Laiwu Huifeng Car Axle Year Co. LTD
Laiwu Wenling Forging Co. LTD
Shenghua Road, Lixing Industrial Park
LAIWU CITY

April 30, 2011

| | | |
|----------|----------------|--------|
| 1346-001 | | \$0.00 |
| 1346-002 | | \$0.00 |
| 1346-003 | Reverse Merger | \$0.00 |

| | |
|------------------------|-------------------|
| Total Current Charges: | \$0.00 |
| Previous Balance: | \$25,000.00 |
| Payments/Credits: | (\$20,000.00) |
| GRAND TOTAL | \$5,000.00 |