

**FIRST SUPPLEMENTAL UNANIMOUS SHAREHOLDERS AGREEMENT  
(Aspen Investment Holdings Ltd.)**

This First Supplemental Unanimous Shareholders Agreement dated as of the 29<sup>th</sup> day of April, 2016.

WHEREAS Aspen Investment Holdings Ltd. (the "**Corporation**"), 1648557 Alberta Ltd. ("**1648557**"), Ji Lin Hong Yuan Trade Group Limited ("**JLHY**"), Le Bo and Yuan Jing entered into a unanimous shareholders agreement dated December 18, 2015 governing the relationships among them (the "**USA**");

AND WHEREAS on April 29, 2016 JLHY transferred 45,276,931 common shares in the capital stock of the Corporation ("**Common Shares**") to Changchun Liyuan Investment Co. Ltd. ("**Liyuan**");

AND WHEREAS on April 29, 2016 Liyuan transferred 27,406,749 Common Shares to 1648557;

AND WHEREAS the parties to the USA wish to amend the USA to reflect the share transfers by JLHY;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Terms and expressions defined in the USA shall, when used herein and unless otherwise defined herein, have the same meanings as are ascribed to them therein.
2. The parties hereby acknowledge and agree that:
  - (a) Liyuan shall be added as a party to the USA and be included under the definition of "Shareholders" therein; and
  - (b) Section 4.1 of the USA shall be amended to reflect that, as of the date of this First Supplemental Unanimous Shareholders Agreement, the respective investments of the Shareholders in the Corporation are as follows:

| <b>Name</b>   | <b>Number and Class of Shares</b> |
|---------------|-----------------------------------|
| 1648557       | 36,907,603 Common Shares          |
| JLHY          | 38,213,630 Common Shares          |
| Liyuan        | 17,870,182 Common Shares          |
| <b>TOTAL:</b> | <b>92,991,415 Common Shares</b>   |

3. The parties hereby acknowledge and agree that the USA as amended hereby shall continue in full force and effect.

4. This First Supplemental Unanimous Shareholders Agreement is supplemental to the USA and will form a part of and have the same effect as though incorporated into the USA.

5. In the event that there is any conflict, ambiguity or inconsistency between the terms of this First Supplemental Unanimous Shareholders Agreement and the USA, the terms of this First Supplemental Unanimous Shareholders Agreement shall govern and prevail to the extent necessary to remove the conflict, ambiguity or inconsistency.

6. Except as amended by the terms of this First Supplemental Unanimous Shareholders Agreement, the USA is ratified and confirmed.

7. This First Supplemental Unanimous Shareholders Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract. The parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this First Supplemental Unanimous Shareholders Agreement.

8. This First Supplemental Unanimous Shareholders Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

9. Delivery of this First Supplemental Unanimous Shareholders Agreement, or executed counterparts of it, by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery, provided that, without limiting the effectiveness of the signed counterparts or copies delivered by electronic means, each party who is a natural person must, promptly after delivering an executed counterpart or other copy of this First Supplemental Unanimous Shareholders Agreement by any electronic means, deliver to the other parties an executed counterpart or copy of this First Supplemental Unanimous Shareholders Agreement containing his original signature and the original signatures of the witnesses.

*[Signatures follow on next page]*

IN WITNESS WHEREOF each of the parties has executed this First Supplemental Unanimous Shareholders Agreement by its duly authorized officers as of the date first written above.

**1648557 ALBERTA LTD.**

Per: 伯东  
Le Bo  
President

**JI LIN HONG YUAN TRADE GROUP LIMITED**

Per: W  
Yuan Jing  
President

**CHANGCHUN LIYUAN INVESTMENT CO. LTD.**

Per: W  
Name: Yuan Jing  
Title: President

Witness 伯东  
LE BO

Witness W  
YUAN JING

**ASPEN INVESTMENT HOLDINGS LTD.**

Per: 伯东  
Le Bo  
President & Chief Executive Officer