

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_)\*

**CONCORD MEDICAL SERVICES HOLDINGS LIMITED**

(Name of Issuer)

**Class A ordinary shares, par value US\$0.0001 per share**

(Title of Class of Securities)

**206277 105<sup>(1)</sup>**

(CUSIP Number)

**SZE Mei Ming  
Fosun International Limited  
Room 808  
ICBC Tower  
3 Garden Road, Central  
Hong Kong, China  
(852) 2509 3228**

**With a copy to:  
Gregory Wang, Esq.  
Reed Smith Richards Butler  
20/F, Alexandra House  
18 Chater Road, Central  
Hong Kong, China  
(852) 2507 9869**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**October 31, 2017**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<sup>(1)</sup> This CUSIP number applies to the Issuer's American depositary shares ("ADSs"), each representing three Class A ordinary shares of the Issuer.

(1) NAME OF REPORTING PERSONS	
Fosun International Limited	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
(a) <input checked="" type="checkbox"/>	
(b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS	
WC	
(5) CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION	
Hong Kong	
Number of Shares	(7) SOLE VOTING POWER
	0
Beneficially Owned by Each Reporting Person With	(8) SHARED VOTING POWER
	13,086,350
	(9) SOLE DISPOSITIVE POWER
	0
	(10) SHARED DISPOSITIVE POWER
	13,086,350
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
13,086,350	
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
<input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
9.99% <sup>(1)</sup>	
(14) TYPE OF REPORTING PERSON	
CO	

(1) This percentage is calculated based on 131,022,616 Class A ordinary shares, par value \$0.0001 per share (the "Ordinary Shares"), of Concord Medical Services Holdings Limited (the "Issuer"), outstanding as of May 1, 2017 according to the Issuer's annual report on Form 20-F filed on May 1, 2017.

(1) NAME OF REPORTING PERSONS	
Fosun Industrial Holdings Limited	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
(a) <input checked="" type="checkbox"/>	
(b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS	
AF	
(5) CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION	
Hong Kong	
Number of Shares	(7) SOLE VOTING POWER
	0
Beneficially Owned by Each Reporting Person With	(8) SHARED VOTING POWER
	13,086,350
	(9) SOLE DISPOSITIVE POWER
	0
	(10) SHARED DISPOSITIVE POWER
	13,086,350
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
13,086,350	
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
<input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
9.99% <sup>(1)</sup>	
(14) TYPE OF REPORTING PERSON	
CO	

(1) This percentage is calculated based on 131,022,616 Ordinary Shares of the Issuer outstanding as of May 1, 2017 according to the Issuer's annual report on Form 20-F filed on May 1, 2017.

(1) NAME OF REPORTING PERSONS	
Oasis Inspire Limited	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
(a) <input checked="" type="checkbox"/>	
(b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS	
AF	
(5) CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION	
British Virgin Islands	
Number of Shares	(7) SOLE VOTING POWER
	0
Beneficially Owned by Each Reporting Person With	(8) SHARED VOTING POWER
	13,086,350
	(9) SOLE DISPOSITIVE POWER
	0
	(10) SHARED DISPOSITIVE POWER
	13,086,350
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
13,086,350	
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
<input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
9.99% <sup>(1)</sup>	
(14) TYPE OF REPORTING PERSON	
CO	

(1) This percentage is calculated based on 131,022,616 Ordinary Shares of the Issuer outstanding as of May 1, 2017 according to the Issuer's annual report on Form 20-F filed on May 1, 2017.

**Item 1. Security and Issuer.**

This Statement on Schedule 13D (this “Statement”) relates to the Ordinary Shares of the Issuer, a company organized under the laws of the Cayman Islands, whose principal executive offices are located at 18/F, Tower A, Global Trade Center, 36 North Third Ring Road East, Dongcheng District, Beijing 100013, People’s Republic of China.

**Item 2. Identity and Background.**

This Statement is being jointly filed by the following persons (collectively, the “Reporting Persons” and each a “Reporting Person”): (i) Fosun International Limited (“Fosun International”), a company organized under the laws of the Hong Kong Special Administrative Region of China (“Hong Kong”); (ii) Fosun Industrial Holdings Limited (“Fosun Industrial”), a company organized under the laws of Hong Kong; and (iii) Oasis Inspire Limited (“Oasis Inspire”), a company organized under the laws of the British Virgin Islands.

Fosun International is principally engaged in creating customer-to-maker ecosystems in health, happiness and wealth and providing high-quality products and services for families around the world. The address of its principal business office is Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong.

Fosun Industrial is principally engaged in investment holding. The address of its principal business office is Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong.

Oasis Inspire is principally engaged in investment holding. The address of its principal business office is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

The name, business address, present principal employment and citizenship of each director and executive officer of each Reporting Person, any person controlling such Reporting Person and any person ultimately in control of such Reporting Person are set forth in [Exhibit 99.2](#).

During the last five years, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any person named in [Exhibit 99.2](#), has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, none of the Reporting persons nor, to the knowledge of the Reporting Persons, any person named in [Exhibit 99.2](#), has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration.**

Internal cash resources.

**Item 4. Purpose of Transaction.**

On October 31, 2017, Oasis Inspire entered into a share purchase agreement (the “Share Purchase Agreement”) with Carlyle Asia Growth Partners III, L.P. (“CAGP III”) and CAGP III Co-Investment, L.P. (“CAGP III Co-Investment”), a copy of which is filed hereto as [Exhibit 99.3](#). Pursuant to the Share Purchase Agreement, Oasis Inspire purchased (i) 12,584,500 Ordinary Shares from CAGP III for an aggregate purchase price of US\$12,374,758.00 (the “CAGP III Purchase Price”), and (ii) 501,850 Ordinary Shares from CAGP III Co-Investment for an aggregate purchase price of US\$493,486.00 (the “CAGP III Co-Investment Purchase Price” and, together with the CAGP III Purchase Price, the “Aggregate Purchase Price”). The Aggregate Purchase Price has been calculated based on a price of US\$0.98 per Ordinary Share.

Mr. Jianyu Yang, the controlling shareholder of the Issuer also signed a letter of undertaking (the “Controlling Shareholder’s Undertaking Letter”) on October 31, 2017 and agreed to use his best efforts to (i) nominate and support the election of Yanxiang LU, a representative designated by Oasis Inspire (the “Oasis Nominee”) to the board of directors of the Issuer (the “Board”), and (ii) cause any outstanding voting securities held by the Controlling Shareholder and his affiliates to be voted in favor of the Oasis Nominee’s election or appointment to the Board as a director. The Controlling Shareholder’s Undertaking Letter is filed hereto as [Exhibit 99.4](#).

In addition, in connection with Oasis Inspire's entry into the Share Purchase Agreement, the Issuer signed a letter of undertaking (the "Issuer's Undertaking Letter") on October 31, 2017 and undertakes to Fosun International that it will (a) consent to, and (b) use its reasonable efforts to (i) facilitate and take all actions reasonably required on its part to update its register of members to reflect Oasis Inspire as the registered owner of the Ordinary Shares purchased pursuant to the Share Purchase Agreement, and (ii) upon written request of Fosun International, facilitate and take all actions reasonably required on its part to enable the conversion of the Ordinary Shares purchased pursuant to the Share Purchase Agreement into American depositary shares. The Issuer's Undertaking Letter is filed hereto as Exhibit 99.5.

The Reporting Persons acquired the Ordinary Shares that are the subject of this Schedule 13D for investment purposes. Although each of the Reporting Persons has no present intention to acquire securities of the Issuer, it intends to review its investment on a regular basis, which review may be based on various factors, including the Issuer's business and financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's securities in particular, as well as other developments and other investment opportunities. Accordingly, each Reporting Person reserves the right to change its intentions, as it deems appropriate, and may at any time and from time to time, either alone or as part of a group, (i) acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (ii) dispose of all or a portion of the securities of the Issuer owned by it in the open market, in privately negotiated transactions or otherwise, or (iii) take any other available course of action which could involve one or more of the types of transactions or have one or more of the results that relate to or would result in any of the actions required to be reported herein.

Except as set forth in this Item 4, the Reporting Persons have no present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons do, however, reserve the right in the future to adopt such plans or proposals subject to compliance with applicable regulatory requirements.

**Item 5. Interest in Securities of Issuer.**

(a) See Items 11 and 13 of the cover pages to this Schedule 13D for the aggregate number and percentage of Ordinary Shares that are beneficially owned by each Reporting Person as of November 13, 2017.

(b) See Items 7 through 10 of the cover pages to this Schedule 13D for the number of Ordinary Shares that are beneficially owned by each Reporting Person as of November 13, 2017 as to which there is sole or shared power to vote or direct the vote, and sole or shared power to dispose or direct the disposition.

(c) Except for the transactions described in Item 3, the Reporting Persons have not effected any transactions in the Ordinary Shares or other securities of the Issuer during the last 60 days.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities covered by this Schedule 13D.

(e) Not applicable.

**Item 6. Contracts, Arrangement, Understandings or Relationships With Respect to Securities of the Issuer.**

The information set forth in Item 4 of this Schedule 13D is incorporated by reference in this Item 6.

To the best knowledge of the Reporting Persons, except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, between the persons enumerated in Item 2, and any other person, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities other than standard default and similar provisions contained in loan agreements.

**Item 7. Material to be Filed as Exhibits.**

EXHIBIT 99.1 Joint Filing Agreement dated as of November 13, 2017, by and among the Reporting Persons

EXHIBIT 99.2 List of the directors and executive officers of each Reporting Person, persons controlling any Reporting Person and the directors and executive officers of persons in control of any Reporting Person

EXHIBIT 99.3 Share Purchase Agreement dated October 31, 2017

EXHIBIT 99.4 Controlling Shareholder's Undertaking Letter dated October 31, 2017

EXHIBIT 99.5 Issuer's Undertaking Letter dated October 31, 2017

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 13, 2017

**FOSUN INTERNATIONAL LIMITED**

By: /s/ SZE Mei Ming  
Name: SZE Mei Ming  
Title: Company Secretary

**FOSUN INDUSTRIAL HOLDINGS LIMITED**

By: /s/ Guo Guangchang  
Name: Guo Guangchang  
Title: Director

**OASIS INSPIRE LIMITED**

By: /s/ Yanxiang LU  
Name: Yanxiang LU  
Title: Director



**JOINT FILING AGREEMENT**

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations thereunder, each party hereto hereby agrees to the joint filing, on behalf of each of them, of any filing required by such party under Section 13 or Section 16 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with the Securities and Exchange Commission (and, if such security is registered on a national securities exchange, also with the exchange), and further agrees to the filing, furnishing, and/or incorporation by reference of this agreement as an exhibit thereto. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto, being duly authorized, has caused this agreement to be executed and effective as of November 13, 2017.

**FOSUN INTERNATIONAL LIMITED**

By: /s/ SZE Mei Ming  
SZE Mei Ming  
Company Secretary

**FOSUN INDUSTRIAL HOLDINGS LIMITED**

By: /s/ Guo Guangchang  
Guo Guangchang  
Director

**OASIS INSPIRE LIMITED**

By: /s/ Yanxiang LU  
Yanxiang LU  
Director

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## Fosun International Limited

<b>Name</b>	<b>Business Address</b>	<b>Present Principal Employment</b>	<b>Citizenship</b>
Guo Guangchang	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director and Chairman of Fosun International	China
Wang Qunbin	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director and Chief Executive Officer of Fosun International	China
Chen Qiyu	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director and Co-President of Fosun International	China
Xu Xiaoliang	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director and Co-President of Fosun International	China
Qin Xuetao	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director and Senior Vice President of Fosun International	China
Wang Can	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director, Senior Vice President and Chief Financial Officer of Fosun International	China
Kang Lan	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director, Senior Vice President and Chief Human Resources Officer of Fosun International	China
Gong Ping	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Executive Director and Senior Vice President of Fosun International	China
Zhang Shengman	N/A	Independent Non-executive Director of Fosun International	Hong Kong
Zhang Huaqiao	N/A	Independent Non-executive Director of Fosun International	Hong Kong
David T. Zhang	26th Floor, Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong	Independent Non-executive Director of Fosun International; Partner of Kirkland & Ellis LLP	Hong Kong
Yang Chao	N/A	Independent Non-executive Director of Fosun International	China
Lee Kai-Fu	10/F, Dinghao Tower Block A, No. 3 Haidian Street, Haidian District, Beijing, China	Independent Non-executive Director of Fosun International; Chairman of Sinovation Ventures (Beijing) Enterprise Management Co., Ltd.	Republic of China

**Fosun Industrial Holdings Limited**

<b>Name</b>	<b>Business Address</b>	<b>Present Principal Employment</b>	<b>Citizenship</b>
Guo Guangchang	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Director of Fosun Industrial Holdings Limited	China
Sze Mei Ming	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Director of Fosun Industrial Holdings Limited	Hong Kong
Law Tsz Kwan Iris	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong	Director of Fosun Industrial Holdings Limited	Hong Kong

Fosun Industrial Holdings Limited is wholly owned by Fosun International Limited as of October 31, 2017.

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**Oasis Inspire Limited**

<b>Name</b>	<b>Business Address</b>	<b>Present Principal Employment</b>	<b>Citizenship</b>
Yanxiang LU	17/F, Tower S1, Bund Finance Center, 600 East Zhongshan No.2 Road, Shanghai, China	Director of Oasis Inspire Limited	Hong Kong

Oasis Inspire Limited is directly wholly owned by Fosun Industrial Holdings Limited and indirectly wholly owned by Fosun International Limited as of October 31, 2017.

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**SHARE PURCHASE AGREEMENT**

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of 31<sup>st</sup> October 2017 by and among:

- (1) Oasis Inspire Limited, a company incorporated under the laws of the British Virgin Islands (the “**Purchaser**”);
- (2) Carlyle Asia Growth Partners III, L.P., an exempted limited partnership organized under the laws of the Cayman Islands acting by its general partner CAGP General Partner, L.P., itself acting by its general partner CAGP Limited (“**CAGP III**”); and
- (3) CAGP III Co-Investment, L.P., an exempted limited partnership organized under the laws of the Cayman Islands acting by its general partner CAGP General Partner, L.P., itself acting by its general partner CAGP Limited (“**CAGP III Co-Investment**” and, together with CAGP III, the “**Sellers**”).

Each of the Purchaser and the Sellers is hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. Each of the Sellers owns of record and has power to sell the legal and beneficial interest in certain Class A ordinary shares, par value US\$0.0001 per share (“**Ordinary Shares**”), of Concord Medical Services Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Company**”); and

B. The Purchaser desires to purchase from the Sellers, and each of the Sellers desires to sell to the Purchaser, a certain number of Ordinary Shares in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

The Parties hereby agree as follows:

1. **Purchase and Sale of Shares.** Subject to the terms and conditions of this Agreement, at the Closing (as defined below), (i) CAGP III shall sell, transfer and assign to the Purchaser, and the Purchaser shall purchase from CAGP III, 12,584,500 Ordinary Shares (the “**CAGP III Shares**”), for an aggregate purchase price of US\$12,374,758.00 (the “**CAGP III Purchase Price**”), and (ii) CAGP III Co-Investment shall sell, transfer and assign to the Purchaser, and the Purchaser shall purchase from CAGP III Co-Investment, 501,850 Ordinary Shares (the “**CAGP III Co-Investment Shares**” and, together with the CAGP III Shares, the “**Shares**”), for an aggregate purchase price of US\$493,486.00 (the “**CAGP III Co-Investment Purchase Price**” and, together with the CAGP III Purchase Price, the “**Aggregate Purchase Price**”). The Aggregate Purchase Price has been calculated based on a price of US\$0.98 per Share.

2. Closing. Subject to the terms and conditions of this Agreement, the closing of the purchase and sale of the Shares (the “**Closing**”) shall take place on or before Friday 3<sup>rd</sup> November, 2017, or at such other time as the Purchaser and the Sellers shall agree in writing. The date of the Closing is hereinafter referred to as the “**Closing Date**.”

2.1 Closing Deliverables by Sellers. At Closing, subject to receipt by the Sellers of the amounts payable under Section 2.2(i) and Section 2.2(ii), Sellers shall deliver to the Purchaser (i) a share certificate or share certificates representing the CAGP III Shares issued in the name of CAGP III and a share certificate or share certificates representing the CAGP III Co-Investment Shares issued in the name of CAGP III Co-Investment and (ii) an instrument of transfer in respect of the CAGP III Shares in favor of the Purchaser duly executed by CAGP III and an instrument of transfer in respect of the CAGP III Co-Investment Shares in favor of the Purchaser duly executed by CAGP III Co-Investment.

2.2 Payment of Purchase Price. Subject to the terms and conditions of this Agreement, the Purchaser shall pay on the Closing Date:

- (i) the CAGP III Purchase Price (being the amount of US\$12,374,758.00) to CAGP III by wire transfer of immediately available funds to the following bank account:

Bank name: Wells Fargo Bank N.A.  
ABA #: 121 000 248  
Swift code: WFBIUS6S  
Account name: Carlyle Asia Growth Partners III, L.P.  
Account number: 20000-273-28093

- (ii) the CAGP III Co-Investment Purchase Price (being the amount of US\$493,486.00) to CAGP III Co-Investment by wire transfer of immediately available funds to the following bank account:

Bank name: JP Morgan Chase  
ABA #: 021 000 021  
Swift code: CHASUS33  
Account name: CAGP III Co-Investment, L.P.  
Account number: 478014637

2.3 No Deductions. Payments to be made by the Purchaser under this Agreement shall be made without set-off or deduction.

2.4 Simultaneous Closing. The effectiveness of any action taken at the Closing towards fulfillment of any closing obligations set out in this Section 2 is conditional upon completion of all other actions taken towards fulfillment of all other any closing obligations set out in this Section 2 and failure to complete any one of said actions shall, upon written notice, render all other such actions (regardless of status) null and void.

3. Representation and Warranties.

3.1 Representation and Warranties of the Sellers. Each Seller hereby jointly and severally represents and warrants to the Purchaser, as of the date hereof and the Closing Date, as follows:

3.1.1 Such Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

3.1.2 Such Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby (including, without limitation, sale of the CAGP III Shares). Such Seller has obtained all necessary partnership approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby (including, without limitation, sale of the CAGP III Shares). This Agreement has been duly executed and delivered by such Seller and (assuming due authorization, execution and delivery by the Purchaser) constitutes such Seller's legal, valid and binding obligation, enforceable against such Seller in accordance with its terms.

3.1.3 The CAGP III Shares are owned of record and beneficially by CAGP III, free and clear of any and all **Encumbrances**. The CAGP III Co-Investment Shares are owned of record and beneficially by CAGP III Co-Investment, free and clear of any and all Encumbrances. "Encumbrance" means (i) any mortgage, charge (whether fixed or floating), pledge, lien (other than lien created by operation of law), hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, (ii) any lease, sub-lease, occupancy agreement, easement or covenant granting a right of use or occupancy to any person, (iii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, negotiation or refusal or transfer restriction in favor of any person and (iv) any adverse claim as to title, possession or use. Upon completion of the Closing (including the delivery of the payment of the Aggregate Purchase Price by the Purchaser) as contemplated in Section 2 of this Agreement, the Purchaser will beneficially own the Shares, free and clear of any and all Encumbrances.

3.1.4 The execution, delivery and performance by the Sellers of this Agreement, the consummation of the transactions contemplated in this Agreement, and the compliance with the terms of this Agreement do not (i) conflict with, violate or result in the breach of, (ii) constitute a material default under, (iii) require any consent or approval that has not been obtained on or prior to the date hereof pursuant to, or (iv) create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which any Seller is a party or is subject.

3.1.5 No governmental, administrative or other third-party consents or approvals are required by or with respect to the Sellers in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.1.6 There are no actions, suits, arbitrations, claims, investigations or other legal proceedings pending or, to the knowledge of the Sellers, threatened against or by the Sellers or the Company that challenges or seeks to prevent, enjoin or otherwise delay the sale of the CAGP III Shares as contemplated by this Agreement.

3.1.7 No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Sellers.

3.1.8 Such Seller represents and warrants as of the date hereof and covenants from the date hereof through the Closing that at least one of the following is and will be true:

(i) no interest in the Shares is being sold by or on behalf of the following (collectively, a "**Benefit Plan**"): (A) an "employee benefit plan" (as defined in the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("**ERISA**")) that is subject to Title I of ERISA; (B) a "plan" as defined in Section 4975 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it (the "**Code**"); or (C) any person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan";

(ii) the transaction exemption set forth in one or more prohibited transaction class exemptions issued by the U.S. Department of Labor ("**PTEs**"), such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to Seller's entry into and performance of obligations under this Agreement; or

(iii) (A) such Seller is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of Seller to enter into this Agreement and perform such Seller's obligations hereunder, (C) the entrance into this Agreement and performance of obligations hereunder by such Seller satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Seller, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Seller's entrance into and performance of obligations hereunder.

3.1.9 Such Seller hereby informs the Purchaser that such Seller is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Seller has a financial interest in the transactions contemplated hereby in that such Seller or an Affiliate (as defined below) thereof (i) may receive payments with respect to this Agreement, (ii) may recognize a gain as a result of the sale of Shares hereunder or (iii) may receive fees or other payments in connection with the transactions contemplated hereby. "**Affiliate**" means, with respect to any person, any other person that directly or indirectly, including through one or more intermediaries, controls, is controlled by or is under common control with such person.



3.1.10 None of such Seller nor any of its affiliates (as defined in Rule 501(b) of Regulation D), nor any person acting on any of their behalf (i) has made or will, directly or indirectly, make offers or sales of any security, or solicited or will, directly or indirectly, solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, which could, is or will be integrated with the sale of the Shares in a manner that would require the registration of the Shares under the Securities Act; or (ii) has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Shares in the United States.

3.1.11 None of such Seller nor any of its affiliates (as defined in Rule 405 under the Securities Act), nor any person acting on any of their behalf has engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Shares.

3.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Sellers, as of the date hereof and the Closing Date, as follows:

3.2.1 The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

3.2.2 The Purchaser is indirectly owned and controlled by Fosun International Limited (00656.HK), a company incorporated and registered in Hong Kong, SAR.

3.2.3 The Purchaser has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate and/or partnership action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and (assuming due authorization, execution and delivery by the Sellers) each constitutes or will when executed constitute a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms

3.2.4 The execution, delivery and performance by the Purchaser of this Agreement, the consummation of the transactions contemplated in this Agreement, and the compliance with the terms of this Agreement do not (i) conflict with, violate or result in the breach of, (ii) constitute a material default under, or (iii) require any consent or approval that has not been obtained on or prior to the date hereof pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which the Purchaser is a party or is subject.

3.2.5 No governmental, administrative or other third-party consents or approvals are required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.2.6 There are no actions, suits, arbitrations, claims, investigations or other legal proceedings pending or, to the knowledge of the Purchaser, threatened against or by the Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

3.2.7 No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

3.2.8 The Shares will be acquired for investment for the account of the Purchaser and not as a nominee or agent and not with a view to the distribution or public offering thereof. In connection therewith, the Purchaser confirms that it is neither a U.S. Person, as such term is defined in Rule 902(k) of Regulation S under the Securities Act of 1933, as amended (the "**Securities Act**"), nor located within the United States, and that all actions undertaken by the Purchaser to consummate the transactions as contemplated in this Agreement will take place outside of the United States.

3.2.9 The Purchaser understands that the Shares have not been registered under either the Securities Act or the securities laws of any state by reason of specific exemptions therefrom and that such securities may be resold in the United States without registration under the Securities Act only in certain limited circumstances.

3.2.10 The Purchaser understands that the Sellers and their respective Affiliates may now or at any other time have material confidential information that could affect the value of the Shares and that this information has not been, and may not be in the future, made available to the Purchaser. Purchaser acknowledges that it (i) is a sophisticated buyer with respect to the Shares, (ii) has adequate information concerning the Shares, (iii) has adequate information concerning the business and financial condition of the Company and any Affiliates of the Company, (iv) has conducted, to the extent it deemed necessary, an independent investigation of such matters as, in its judgment, is necessary for it to make an informed investment decision with respect to the Shares, the Company and the transaction contemplated hereunder, (v) has not relied upon Sellers for any investigation into, assessment of, or evaluation with respect to the Shares, the Company and/or the transaction contemplated hereunder, except as expressly set forth in Section 3 of this Agreement. The Purchaser hereby waives any claim against, and covenants not to sue the Sellers and their respective controlling persons, officers, directors, members, partners, agents or employees and their respective successors and assigns, from any and all claims, demands, causes of action, damages, losses, expenses or liabilities, of any nature whatsoever, whether accrued or unaccrued, contingent or liquidated, known or unknown, resulting from any failure to disclose to the Purchaser any information concerning the Company or its securities, except for such representation, warranties or other agreements as the Sellers expressly make or agree to in this Agreement.

3.2.11 The Purchaser understands that Regulation S promulgated under the Securities Act is available only for offers and sales of securities outside the United States, and the Purchaser will comply with Regulation S, specifically complying with the applicable restrictions on resale of the securities set forth in Rules 903(a) and 903(b)(3) of Regulation S.

3.2.12 The Purchaser acknowledges that it is aware of its obligations under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), including, but not limited to those filing obligations that are triggered as a result of the consummation of the sale of the Shares pursuant to Section 13 of the Exchange Act.

3.2.13 The Purchaser understands that the Sellers may be deemed an Affiliate of the Company within the meaning of U.S. federal and state securities laws.

3.2.14 The Purchaser represents and warrants as of the date hereof and covenants from the date hereof through the Closing that at least one of the following (if and to the extent applicable to the Purchaser) is and will be true:

(i) no “*plan assets*” (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of any Benefit Plan are being used in connection with the purchase of the Shares;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to the Purchaser’s entry into and performance of obligations under this Agreement; or

(iii) (A) the Purchaser is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of the Purchaser to enter into this Agreement and perform the Purchaser’s obligations hereunder, (C) the entrance into this Agreement and performance of obligations hereunder by the Purchaser satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of the Purchaser, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to the Purchaser’s entrance into and performance of obligations hereunder.

3.2.15 In addition, unless sub-section (i) in the immediately preceding Section 3.2.13 is true with respect to the Purchaser, the Purchaser further represents and warrants as of the date hereof and covenants from the date hereof through the Closing (if and to the extent any of the following is applicable to the Purchaser) that:

(i) none of the Purchaser nor any of its Affiliates is a fiduciary with respect to the assets of either of the Sellers;

(ii) the person making the investment decision on behalf of the Purchaser with respect to the Purchaser's entrance into and performance of obligations under this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E);

(iii) the person making the investment decision on behalf of the Purchaser with respect to the Purchaser's entrance into and performance of obligations under this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies;

(iv) the person making the investment decision on behalf of the Purchaser with respect to the entrance into and performance of obligations under this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Shares and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and

(v) no fee or other compensation is being paid directly to Sellers or any their Affiliates for investment advice (as opposed to other services) in connection with the sale of the Shares or this Agreement.

#### 4. Closing Conditions.

4.1 The obligation of the Purchaser to purchase the Shares from Sellers is subject to the satisfaction of the following conditions as of the Closing:

4.1.1 Representations and Warranties True and Correct. The representations and warranties made by the Sellers herein shall be true and correct and complete when made, and shall be true and correct and complete as of the date of the Closing with the same force and effect as if they had been made on and as of such date.

4.1.2 Performance of Obligations. Each Seller shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

4.1.3 Sellers' Deliverables. The Purchaser shall have received the documents set forth in Section 2.1.

4.2 The obligation of the Sellers to sell, transfer and assign the Shares to the Purchaser hereunder is subject to the satisfaction of the following conditions as of the Closing:

4.2.1 Representations and Warranties True and Correct. The representations and warranties made by the Purchaser herein shall be true and correct and complete when made, and shall be true and correct and complete as of the date of the Closing with the same force and effect as if they had been made on and as of such date.

4.2.2 Performance of Obligations. The Purchaser shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

5. Covenants.

5.1 Restrictions on Sale. After the date hereof and immediately before the Closing, the Sellers will continue to hold Shares. Each of the Sellers hereby agrees not to sell or transfer or agree to sell or transfer any of the Shares held by it before the earlier of the Closing and the termination of this Agreement pursuant to the Section 6.7 hereof.

5.2 Beneficial Ownership. Each Seller undertakes that as long as it remains the record holder of any Shares after the Closing, it shall use its best efforts to assist the Purchaser in exercising its rights as the beneficial owner of such Shares, including without limitation, rights to any and all dividends, interest and other distributions declared on such Shares and rights to vote any such Shares at the shareholders meetings of the Company.

5.3 Identification and Ownership Checks. The Purchaser undertakes that it shall as promptly as reasonably practicable, upon the request of the Sellers, supply, or procure the supply of, documentation, information and/or other materials as is reasonably requested by the Sellers solely in order for it and its affiliates to carry out, and be satisfied with, "know your client" or other similar counterparty due diligence checks in relation to the transactions contemplated by this Agreement.

6. Miscellaneous.

6.1 Governing Law and Forum. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by Hong Kong law. Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules. The place of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English and the arbitration award shall be final and binding on the parties.

6.2 Amendments. No amendment or modification of the terms and conditions of this Agreement shall be valid unless in writing and signed by all Parties.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby. This Agreement supersedes all prior agreements, understandings, negotiations and representations between the Parties with respect to such transactions. Each Party agrees that such Party will have no remedy in respect of any representation, statement, assurance or warranty that is not expressly set out in the Agreement. No Party shall have any claim for innocent or negligent representation based upon any statement in this Agreement.

6.4 Waiver. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

6.5 Expenses. Each Party shall bear its own fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

6.7 Termination. This Agreement may be terminated at any time prior to the Closing (a) by the mutual written consent of the Purchaser and the Sellers, (b) by the Purchaser if a breach of any provision of this Agreement has been committed by any Seller and such breach has not been cured within 30 days following receipt by the breaching Seller of written notice of such breach, (c) or by any Seller if a breach of any provision of this Agreement has been committed by the Purchaser and such breach has not been cured within 30 days following receipt by the Purchaser of written notice of such breach, or (c) by any Party if the Closing does not occur on or before the date that is thirty (30) days after the date hereof. Upon termination, all further obligations of the Parties under this Agreement shall terminate without liability of any Party to the other Parties to this Agreement, except that no such termination shall relieve any Party from liability for any fraud or willful breach of this Agreement.

6.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by either Party without the prior written consent of the other Party, and any purported assignment or delegation in contravention of this Section 6.8 shall be null and void and of no force and effect. Notwithstanding the preceding sentence, the Purchaser may, without the prior written consent of Sellers, assign this Agreement or any of its rights, interests or obligations under this Agreement, in whole or in part, to one or more of its Affiliates; *provided, however*, that no such assignment shall relieve Purchaser of its obligations hereunder.

6.9 Further Assurances. Each Party agrees to (i) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (ii) take or cause to be taken all such other and further actions as the other Party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement, including, for the avoidance of doubt, the passing of the good and valid legal title to the Shares to the Purchaser.

6.10 Survival. All representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the consummation of the transactions contemplated hereunder.

6.11 Confidentiality. Each Party agrees that, without the prior written consent of the other Party, it shall not disclose the contents of this Agreement to any person, except that any Party may make any such disclosure (a) as required to implement or enforce this Agreement, (b) if required to do so by any law, court, regulation, subpoena or other legal process, (c) to any governmental authority or self-regulatory entity having or asserting jurisdiction over it, (d) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring a liability to any other person or sanctions that may be imposed by any governmental authority, or (e) to its Affiliates, directors, officers, employees, agents, advisors, counsel, accountants and auditors.

6.12 Severability of Provisions. The invalidity or unenforceability of any particular provision of this Agreement, or any agreement or certificate entered into in connection with the transactions contemplated hereby, shall not affect the other provisions hereof or thereof, which shall continue in full force and effect.

6.13 Notices. All notices, requests, demands and other communications to any Party or given under this Agreement will be in writing and delivered personally, by overnight delivery, courier or by registered mail to such Party at the address specified for such Party on the signature pages to this Agreement (or at such other address as may be specified by a Party in writing given at least five business days prior thereto). All notices, requests, demands and other communications will be deemed delivered when actually received.

*[THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**Sellers:**

**Carlyle Asia Growth Partners III, L.P.**

by its general partner CAGP General Partner, L.P.  
itself by its general partner CAGP Limited

By: /s/ Thomas Mayrhofer

Name: Thomas Mayrhofer

Title: Director & Authorized Signatory

**CAGP III Co-Investment, L.P.**

by its general partner CAGP General Partner, L.P.  
itself by its general partner CAGP Limited

By: /s/ Thomas Mayrhofer

Name: Thomas Mayrhofer

Title: Director & Authorized Signatory

**Notice Details:**

*Address:* Carlyle Asia Investment Advisors Limited, Suite 2801, 28<sup>th</sup>  
Floor,

Two Pacific Place, 88 Queensway, Central, Hong Kong

*Attention:* Norma Kuntz / Wayne Bannon

*Email:* norma.kuntz@carlyle.com

wayne.bannon@carlyle.com

[Signature Page to Share Purchase Agreement]



**Oasis Inspire Limited**

By: /s/ Yanxiang LU

Name: Yanxiang LU

Title: Director & Authorized Signatory

**Notice Details:**

*Address:* 17/F, Tower S1, Bund Finance Center, 600 East Zhongshan No.2  
Road, Shanghai, China

*Attention:* Yanxiang LU/ Yingyi Zou

*Email:* sean.lu@fosun.com  
zouyyi@fosun.com

[Signature Page to Share Purchase Agreement]

LETTER OF UNDERTAKING

October 31, 2017

**RE: Undertaking**

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The undersigned hereby undertakes to and agrees with Oasis Inspire Limited (“**Oasis**”) as follows:

- (1) **Appointment of Fosun International Designee to the Board.** Mr. Jianyu Yang (the “**Controlling Shareholder**”) of Concord Medical Services Holdings Limited (the “**Company**”) shall use his best efforts to (i) nominate and support the election of Yanxiang LU, a representative designated by Oasis (the “**Oasis Nominee**”) to the Board of Directors of the Company (the “**Board**”), and (ii) cause any outstanding voting securities held by him or his affiliates to be voted in favor of the Oasis Nominee’s election or appointment to the Board as a director.
- (2) **Governing Law.** This letter shall be governed and construed in accordance with New York law.

Very truly yours,

**Controlling Shareholder:**

/s/Jianyu Yang

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## LETTER OF UNDERTAKING

October 31, 2017

Fosun International Limited (“**Fosun International**”)  
Room 808, ICBC Tower,  
3 Garden Road, Central,  
Hong Kong

**RE: Undertaking**

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We understand that Oasis Inspire Limited (“**Oasis**”) (a British Virgin Islands company) or another subsidiary or affiliate of Fosun International (Oasis or such other subsidiary or affiliate (as applicable) is hereinafter referred to as the “**Fosun Entity**”) is proposing to enter into a share purchase agreement (the “**Share Purchase Agreement**”) with Carlyle Asia Growth Partners III, L.P. and CAGP III Co-Investment, L.P. (collectively, the “**Sellers**”). Pursuant to and subject to the terms and condition of the Share Purchase Agreement, the Fosun Entity will agree to purchase from the Sellers, in aggregate, 13,086,350 Class A ordinary shares (the “**Sale Shares**”) of Concord Medical Services Holdings Limited (the “**Company**”).

In consideration of the foregoing and for the purposes of inducing the Fosun Entity to enter into the Share Purchase Agreement and complete the transactions contemplated thereby, the Company hereby irrevocably undertakes to and agrees with Fosun International as follows:

- (1) **Transfer of Shares.** Upon or after the completion of the purchase of the Sale Shares by the Fosun Entity, upon the written request of Fosun International or the Fosun Entity, the Company shall (a) consent to, and (b) use its reasonable efforts to facilitate and take all actions reasonably required on its part to enable, the registration, within five (5) business days of the transfer of the Sale Shares to the Fosun Entity on the Company’s Register of Members, including without limitation to (i) deliver to the Cayman transfer agent of the Company properly signed instruction letter with regard to the share transfer, and (ii) instruct the Cayman transfer agent to (x) release a certificated extract of the updated Register of Members to the Fosun Entity and (y) deliver a new share certificate to the Fosun Entity evidencing the Sale Shares.

For the purposes of this Clause (1), “business day” mean a day, other than a Saturday, Sunday or other day on which commercial banks in the Cayman Islands or the People’s Republic of China are authorized or required by law to close.

- (2) **Issuance of ADS.** Upon or after the completion of the purchase of the Sale Shares by the Fosun Entity, upon the written request of Fosun International or the Fosun Entity, the Company shall (a) consent to, and (b) use its reasonable efforts to facilitate and take all actions reasonably required on its part to enable, the deposit of any or all of the Sale Shares by the Fosun Entity with the depository for the issuance, within ten (10) business days of any request by the Fosun Entity, of the American depository shares (“**ADSs**”) representing such Sale Shares in accordance with the Deposit Agreement between the Company and JPMORGAN CHASE BANK, N.A as depository (as may be amended or replaced from time to time). It is understood that deposit of Sale Shares and issue of ADSs are at the discretion of depository.
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For the purposes of this Clause (2), “business day” mean a day, other than a Saturday, Sunday or other day on which commercial banks in the Cayman Islands, New York or the People’s Republic of China are authorized or required by law to close.

- (3) **Future Transfer by Fosun Entity.** In the event that the Fosun Entity transfers any or all of the Sale Shares held by it to any other subsidiary or affiliate of Fosun International) (the “**Future Transferees**”), the Company agrees that its undertakings set forth in Clauses (1) and (2) above shall apply *mutatis mutandis* to such future transfers by Fosun Entity and, with respect to the Sale Shares transferred to it, each Future Transferee will be entitled to the benefits and rights under Clauses (1) and (2) to the same extent as the Fosun Entity.
- (4) **Third Party Beneficiaries.** The parties to this letter do not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns, except that the Fosun Entity and each of the Future Transferees are hereby designated as third party beneficiaries of this letter having the right to enforce this letter.
- (5) **Governing Law.** This letter shall be governed and construed in accordance with New York law.

*[Signature Page Follows]*

Very truly yours,

**Company:**

**Concord Medical Services Holdings Limited**

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Chief Executive Officer