

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 2)\*

**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(1)**

(CUSIP Number)

**Jianyu Yang  
Zheng Cheng  
18/F, Tower A, Global Trade Center  
36 North Third Ring Road East  
Dongcheng District, Beijing 100013  
People's Republic of China  
Telephone: +86 10 5957-5266**

With a copy to:

**Shuang Zhao, Esq.  
Cleary Gottlieb Steen & Hamilton  
37th Floor, Hysan Place  
500 Hennessy Road  
Causeway Bay, Hong Kong  
Telephone: +852 2521 4122**

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

**July 11, 2016**

(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 § 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 § 240.13d7(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 (the "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).

(1) This CUSIP number applies to the Issuer's American depositary shares ("ADSs"), each representing three Class A ordinary shares of the Issuer (the "Ordinary Shares")

CUSIP Number: 206277 105

1.	Name of Reporting Persons Jianyu Yang		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box If Disclosure of Legal Proceedings Is Required Pursuant To Items 2(d) Or 2(e) <input type="checkbox"/>		
6.	Citizenship Or Place of Organization People's Republic of China		
	Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 646,855
		8.	Shared Voting Power 59,770,876
		9.	Sole Dispositive Power 646,855
		10.	Shared Dispositive Power 59,770,876
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 60,417,731 <sup>1</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 45.0% <sup>2</sup>		
14.	Type of Reporting Person (See instructions) IN		

- Includes (i) 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek, and (ii) 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Yang that are exercisable currently or within 60 days of the date of this Amendment. Mr. Yang and his spouse, Ms. Bi Zhang, indirectly hold 18% and 42% of the shares of Morgancreek, respectively, and by virtue of such relationship Mr. Yang may be deemed the beneficial owner of the total of 60% of the shares of Morgancreek.
- Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

CUSIP Number: 206277 105

1.	Name of Reporting Persons Shanghai Hui Fu Science and Technology Development Co., Ltd.		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box If Disclosure of Legal Proceedings Is Required Pursuant To Items 2(d) Or 2(e) <input type="checkbox"/>		
6.	Citizenship Or Place of Organization People's Republic of China		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	59,770,876
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	59,770,876
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 59,770,876 <sup>3</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 44.7% <sup>4</sup>		
14.	Type of Reporting Person (See instructions) CO		

3. Includes 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Hui Fu and Oakville hold 30% and 70% of the shares of Cherrylane, respectively, which holds 60% of the shares of Morgancreek.

4. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

CUSIP Number: 206277 105

1.	Name of Reporting Persons Bi Zhang		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box If Disclosure of Legal Proceedings Is Required Pursuant To Items 2(d) Or 2(e) <input type="checkbox"/>		
6.	Citizenship Or Place of Organization Canada		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 646,855	
	8.	Shared Voting Power 59,770,876	
	9.	Sole Dispositive Power 646,855	
	10.	Shared Dispositive Power 59,770,876	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 60,417,731 <sup>5</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 45.0% <sup>6</sup>		
14.	Type of Reporting Person (See instructions) IN		

5. Includes (i) 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek, and (ii) 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Yang, the spouse of Ms. Zhang, that are exercisable currently or within 60 days of the date of this Amendment. Ms. Zhang and Mr. Jianyu Yang indirectly hold 42% and 18% of the shares of Morgancreek, respectively. By virtue of such relationship, Ms. Zhang may be deemed the beneficial owner of (a) the 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Yang, and (b) the total of 60% of the shares of Morgancreek.
6. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

CUSIP Number: 206277 105

1.	Name of Reporting Persons Oakville Holdings Group Limited		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box 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 Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	59,770,876
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	59,770,876
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 59,770,876 <sup>7</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 44.7% <sup>8</sup>		
14.	Type of Reporting Person (See instructions) CO		

7. Includes 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Oakville and Hui Fu hold 70% and 30% of the shares of Cherrylane, respectively, which holds 60% of the shares of Morgancreek.

8. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

CUSIP Number: 206277 105

1.	Name of Reporting Persons Cherrylane Investments Limited		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box 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 Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
		8.	Shared Voting Power 59,770,876
		9.	Sole Dispositive Power 0
		10.	Shared Dispositive Power 59,770,876
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 59,770,876 <sup>9</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 44.7% <sup>10</sup>		
14.	Type of Reporting Person (See instructions) CO		

9. Represents 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Cherrylane holds 60% of the shares of Morgancreek.

10. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

CUSIP Number: 206277 105

1.	Name of Reporting Persons Zheng Cheng		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box If Disclosure of Legal Proceedings Is Required Pursuant To Items 2(d) Or 2(e) <input type="checkbox"/>		
6.	Citizenship Or Place of Organization People's Republic of China		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 646,855	
	8.	Shared Voting Power 59,770,876	
	9.	Sole Dispositive Power 646,855	
	10.	Shared Dispositive Power 59,770,876	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 60,417,731 <sup>11</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 45.0% <sup>12</sup>		
14.	Type of Reporting Person (See instructions) IN		

11. Includes (i) 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek, and (ii) 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Cheng that are exercisable currently or within 60 days of the date of this Amendment. Mr. Cheng indirectly owns 40% of the shares of Morgancreek.

12. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

CUSIP Number: 206277 105

1.	Name of Reporting Persons Shanghai Jian Qian Science and Technology Development Co., Ltd.		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box If Disclosure of Legal Proceedings Is Required Pursuant To Items 2(d) Or 2(e) <input type="checkbox"/>		
6.	Citizenship Or Place of Organization People's Republic of China		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	59,770,876
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	59,770,876
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 59,770,876 <sup>13</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 44.7% <sup>14</sup>		
14.	Type of Reporting Person (See instructions) CO		

13. Includes 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Jian Qian indirectly holds 40% of the shares of Morgancreek.

14. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.



CUSIP Number: 206277 105

1.	Name of Reporting Persons Bluestone Holdings Limited		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box 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 Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
		8.	Shared Voting Power 59,770,876
		9.	Sole Dispositive Power 0
		10.	Shared Dispositive Power 59,770,876
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 59,770,876 <sup>15</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 44.7% <sup>16</sup>		
14.	Type of Reporting Person (See instructions) CO		

15. Represents 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Bluestone holds 40% of the shares of Morgancreek.

16. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

CUSIP Number: 206277 105

1.	Name of Reporting Persons Morgancreek Investment Holdings Limited		
2.	Check The Appropriate Box If A Member of A Group (See instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See instructions) OO		
5.	Check Box 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 Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 59,770,876	
	8.	Shared Voting Power 0	
	9.	Sole Dispositive Power 59,770,876	
	10.	Shared Dispositive Power 0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 59,770,876 <sup>17</sup>		
12.	Check Box If The Aggregate Amount in Row (11) Excludes Certain Shares (See instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 44.7% <sup>18</sup>		
14.	Type of Reporting Person (See instructions) CO		

17. Represents 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares.

18. Percentage calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

This Amendment No. 2 (this “Amendment”) is being filed jointly by Jianyu Yang (“Mr. Yang”), Shanghai Hui Fu Science and Technology Development Co., Ltd. (“Hui Fu”), Bi Zhang (“Ms. Zhang”), Oakville Holdings Group Limited (“Oakville”), Cherrylane Investments Limited (“Cherrylane”), Zheng Cheng (“Mr. Cheng”), Shanghai Jian Qian Science and Technology Development Co., Ltd. (“Jian Qian”), Bluestone Holdings Limited (“Bluestone”) and Morgancreek Investment Holdings Limited (“Morgancreek”, together with Mr. Yang, Hui Fu, Ms. Zhang, Oakville, Cherrylane, Mr. Cheng, Jian Qian and Bluestone, the “Reporting Persons”). This Amendment amends and supplements the Schedule 13D jointly filed with the Securities and Exchange Commission (the “SEC”) on August 15, 2013 by Mr. Yang, Daketala International Investment Holdings Ltd. (“Daketala”), Mr. Cheng and CZY Investments Limited (“CZY”), as amended by Amendment No. 1 to Schedule 13D filed with the SEC on December 6, 2013 by Mr. Yang, Daketala, Hui Fu, Cherrylane, Mr. Cheng, CZY, Jian Qian, Bluestone and Morgancreek (the “Prior Schedule 13D”). The Reporting Persons have entered into a joint filing agreement, dated as of July 11, 2016, a copy of which is attached hereto as Exhibit 99.1. Except as provided herein, this Amendment does not modify any of the information previously reported on the Prior Schedule 13D.

#### **ITEM 1. SECURITY AND ISSUER**

This Amendment relates to the Class A ordinary shares, par value US\$0.0001 per share (the “Ordinary Shares”), of Concord Medical Services Holdings Limited (the “Company” or “Issuer”). The Company’s principal executive office is 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 Amendment is being filed jointly by the Reporting Persons pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Reporting Persons are making this single, joint filing because they may be deemed to constitute a “group” within the meaning of Section 13(d) (3) of the Exchange Act with respect to the transactions described in Item 4 of this statement.

Except as expressly otherwise set forth in this statement, each Reporting Person disclaims beneficial ownership of the Ordinary Shares (including Ordinary Shares represented by ADSs) beneficially owned by the other Reporting Persons or any other person. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

Mr. Yang is a citizen of the People’s Republic of China and his principal occupation is the chairman and chief executive officer of the Company. Mr. Yang’s principal business address is 18/F, Tower A, Global Trade Center, 36 North Third Ring Road East, Dongcheng District, Beijing 100013, People’s Republic of China.

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Hui Fu is a limited liability company organized under the laws of the People's Republic of China wholly owned by Mr. Yang. Hui Fu's principal business is technology development, technology transfer, investment management and market promotion in the field of medical device and information technology. The address of its principal office is Room 232, Zone C, 2<sup>nd</sup> Floor, 555 Songxiu Road, Qingpu District, Shanghai, People's Republic of China. Mr. Yang is the sole director of Hui Fu.

Ms. Zhang is a citizen of Canada and her principal occupation is the sole director of Oakville. Ms. Zhang's principal business address is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.

Oakville is a limited liability company organized under the laws of the British Virgin Islands wholly owned by Ms. Zhang. Oakville's principal business is investment holding. The address of its principal office is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. Ms. Zhang is the sole director of Oakville.

Cherrylane is a limited liability company organized under the laws of the British Virgin Islands, and is 30% owned by Hui Fu and 70% owned by Oakville. Cherrylane's principal business is investment holding. The address of its principal office is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. Mr. Yang is the sole director of Cherrylane.

Mr. Cheng is a citizen of the People's Republic of China and his principal occupation is a director of the Company. Mr. Cheng's principal business address is 18/F, Tower A, Global Trade Center, 36 North Third Ring Road East, Dongcheng District, Beijing 100013, People's Republic of China.

Jian Qian is a limited liability company organized under the laws of the People's Republic of China wholly owned by Mr. Cheng. Jian Qian's principal business is technology development, technology transfer, investment management and market promotion in the field of medical device and information technology. The address of its principal office is Room 231, Zone C, 2<sup>nd</sup> Floor, 555 Songxiu Road, Qingpu District, Shanghai, People's Republic of China. Mr. Cheng is the sole director of Jian Qian.

Bluestone is a limited liability company organized under the laws of the British Virgin Islands wholly owned by Jian Qian. Bluestone's principal business is investment holding. The address of its principal office is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. Mr. Cheng is the sole director of Bluestone.

Morgancreek is a limited liability company organized under the laws of the British Virgin Islands. Cherrylane and Bluestone hold 60% and 40% of the shares of Morgancreek, respectively. Morgancreek's principal business is investment holding. The address of its principal office is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. The directors of Morgancreek are Mr. Yang and Mr. Cheng.

None of the Reporting Persons has, during the past five years, been convicted of any criminal proceeding (excluding traffic violations or similar misdemeanors), nor been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is 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.

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### ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The information set forth in or incorporated by reference in Items 4 and 5 is incorporated by reference in its entirety into this Item 3.

It is currently anticipated that, (1) approximately US\$47.1 million will be required to complete the Share Purchases (as defined in Item 4 below), and (2) at the price per ADS or per Ordinary Share set forth in the Proposal (as defined in Item 4 below), approximately US\$80.8 million will be required to acquire all of the outstanding Ordinary Shares and ADSs of the Company not already owned by the Buyer Parties (as defined in Item 4 below) and their affiliates. The amounts exclude the funds which may be required to pay the costs and expenses associated with the Share Purchases and the Proposed Transaction (as defined in Item 4 below). It is currently anticipated that the Share Purchases and the Proposed Transaction will be financed with debt or equity capital or a combination thereof.

### ITEM 4. PURPOSE OF TRANSACTION

The information set forth in Items 3 and 6 is hereby incorporated by reference in this Item 4.

In January 2015, the Issuer's board of directors had resolved to issue 45,787,948 Class B ordinary shares to Morgancreek, each of which entitles the holder thereof to 10 votes on any ordinary resolution or special resolution, in exchange for 45,787,948 Ordinary Shares held by Morgancreek (the "Exchange").

In February 2015, Oakville subscribed to new shares in Cherrylane. Upon completion of the share subscription in November 2015, Hui Fu and Oakville owned 30% and 70% of shares of Cherrylane, respectively, and as a result, indirectly held 18% and 42% of shares of Morgancreek, respectively.

On July 11, 2016, Morgancreek entered into a share purchase agreement (the "Carlyle SPA") with Carlyle Asia Growth Partners III, L.P. and CAGP III Co-Investment, L.P. to acquire 13,086,350 Ordinary Shares at a purchase price of US\$1.73 per Ordinary Share, and a share purchase agreement (the "Solar Honor SPA") with Solar Honor Limited to acquire 14,163,325 Ordinary Shares at a purchase price of US\$1.73 per Ordinary Share. The share purchases (the "Share Purchases") under both Carlyle SPA and Solar Honor SPA are conditioned on, among other things, Morgancreek obtaining sufficient funds from third-party financing sources to pay the purchase prices.

On July 11, 2016, Morgancreek, Blue Ocean Management Limited ("Blue Ocean") and Mr. Yang (collectively, the "Buyer Parties") entered into a memorandum of understanding (the "MOU"), pursuant to which the Buyer Parties will work with each other in pursuing the Proposed Transaction (as defined below).

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On July 11, 2016, the Buyer Parties submitted a preliminary, non-binding proposal (the “Proposal”) to the Issuer’s board of directors. Under the Proposal, the Buyer Parties propose to acquire all of the outstanding Ordinary Shares (including Ordinary Shares represented by ADSs) of the Issuer not already owned by the Buyer Parties and their affiliates for \$1.73 per Ordinary Share, or \$5.19 per ADS, in cash (the “Proposed Transaction”). The Buyer Parties also stated in the Proposal that after the closing of the Share Purchases and the completion of the Exchange, the Buyer Parties would hold more than 90% voting rights of the Issuer’s issued and outstanding ordinary shares. Therefore, the Proposed Transaction may be effected by way of short-form merger pursuant to Section 233(7) of the Companies Law of the Cayman Islands.

In addition, Buyer Parties indicated in the Proposal that (i) they and their affiliates do not intend to sell their stake in the Issuer to a third party; (ii) they are prepared to negotiate and finalize definitive agreements providing for the Proposed Transaction promptly; and (iii) the Proposal constitutes only a preliminary indication of interest, and is subject to negotiation and execution of definitive agreements relating to the Proposed Transaction.

If the Shares Purchases and the Proposed Transaction are completed, the ADSs representing the Issuer’s Ordinary Shares would be delisted from the New York Stock Exchange and the Issuer’s obligation to file periodic reports under the Exchange Act would terminate. In addition, consummation of the Shares Purchases and the Proposed Transaction could result in one or more of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D, including the acquisition or disposition of securities of the Issuer, a merger or other extraordinary transaction involving the Issuer, a change to the Issuer’s board of directors (as the surviving company to the merger), and a change in the Issuer’s memorandum and articles of association to reflect that the Issuer would become a privately held company. No assurance can be given that the Share Purchases will be consummated, or any proposal, any definitive agreement or any transaction relating to the Proposed Transaction will be entered into or be consummated. None of the Issuer or the Reporting Persons is obligated to complete the Proposed Transaction, and a binding commitment with respect to the Proposed Transaction will result only from the execution of definitive documents, and then will be on the terms provided in such documentation.

The Reporting Persons reserve their right to change their plans and intentions in connection with any of the actions discussed in this Item 4 including, among other things, the purchase price for the Proposed Transaction and the debt and/or equity financing arrangements. Any action taken by the Reporting Persons may be effected at any time or from time to time, subject to any applicable limitations imposed thereon by any applicable laws.

Except as set forth in this Item 4 or as would occur upon completion of any of the matters discussed herein, none of the Reporting Persons have any present plans or proposals which relate to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Issuer, or any actions that could involve one or more of the types of transaction or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

The description of the Carlyle SPA, the Solar Honor SPA, the Proposal and the MOU contained herein does not purport to be complete and is qualified in its entirety by reference to the full text of such documents, a copy of each is attached hereto as Exhibits 99.2, 99.3, 99.4 and 99.5.

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## ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

The information contained on each of the cover pages of this statement and the information set forth in Items 2, 3, 4 and 6 are hereby incorporated by reference in their entirety in this Item 5.

(a) – (b) The following table sets forth the beneficial ownership of Ordinary Shares (including Ordinary Shares represented by ADSs) of the Company for each of the Reporting Persons.

Name	Shares Beneficially Owned	Percentage of Total*	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
Mr. Yang <sup>(1)</sup>	60,417,731	45.0%	646,855	59,770,876	646,855	59,770,876
Hui Fu <sup>(2)</sup>	59,770,876	44.7%	—	59,770,876	—	59,770,876
Ms. Zhang <sup>(3)</sup>	60,417,731	45.0%	646,855	59,770,876	646,855	59,770,876
Oakville <sup>(4)</sup>	59,770,876	44.7%	—	59,770,876	—	59,770,876
Cherrylane <sup>(5)</sup>	59,770,876	44.7%	—	59,770,876	—	59,770,876
Mr. Cheng <sup>(6)</sup>	60,417,731	45.0%	646,855	59,770,876	646,855	59,770,876
Jian Qian <sup>(7)</sup>	59,770,876	44.7%	—	59,770,876	—	59,770,876
Bluestone <sup>(8)</sup>	59,770,876	44.7%	—	59,770,876	—	59,770,876
Morgancreek <sup>(9)</sup>	59,770,876	44.7%	59,770,876	—	59,770,876	—

\* Percentages are calculated based on 133,709,620 Ordinary Shares issued and outstanding as of April 28, 2016, which was disclosed in the Company's annual report on Form 20-F (File No. 001-34563) filed with the SEC on April 28, 2016.

- (1) Includes (i) 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek, and (ii) 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Yang that are exercisable currently or within 60 days of the date of this Amendment. Mr. Yang and his spouse, Ms. Bi Zhang, indirectly hold 18% and 42% of the shares of Morgancreek, respectively, and by virtue of such relationship Mr. Yang may be deemed the beneficial owner of the total of 60% of the shares of Morgancreek.
- (2) Includes 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Hui Fu and Oakville hold 30% and 70% of the shares of Cherrylane, respectively, which holds 60% of the shares of Morgancreek.
- (3) Includes (i) 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek, and (ii) 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Yang, the spouse of Ms. Zhang, that are exercisable currently or within 60 days of the date of this Amendment. Ms. Zhang and Mr. Yang indirectly hold 42% and 18% of the shares of Morgancreek, respectively. By virtue of such relationship, Ms. Zhang may be deemed the beneficial owner of (a) the 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Yang, and (b) the total of 60% of the shares of Morgancreek.

- (4) Includes 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Oakville and Hui Fu hold 70% and 30% of the shares of Cherrylane, respectively, which holds 60% of the shares of Morgancreek.
  - (5) Represents 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Cherrylane holds 60% of the shares of Morgancreek.
  - (6) Includes (i) 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek, and (ii) 646,855 Ordinary Shares issuable upon exercise of options held by Mr. Cheng that are exercisable currently or within 60 days of the date of this Amendment. Mr. Cheng indirectly owns 40% of the shares of Morgancreek.
  - (7) Includes 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Jian Qian indirectly holds 40% of the shares of Morgancreek.
  - (8) Represents 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares, held by Morgancreek. Bluestone holds 40% of the shares of Morgancreek.
  - (9) Represents 45,787,948 Ordinary Shares and 4,660,976 ADSs, each representing three Ordinary Shares.
- (c) Except as disclosed in Item 6 below, none of the Reporting Persons has effected any transactions relating to the Ordinary Shares during the past sixty (60) days.
- (d) Not applicable.
- (e) Not applicable.

**ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER**

The information set forth in Items 3 and 4 is hereby incorporated by reference in this Item 6.

On July 11, 2016, the Reporting Persons entered into an agreement with respect to the joint filing of this Schedule 13D and any amendments thereto (the "Joint Filing Agreement"). A copy of the Joint Filing Agreement is attached as Exhibit 99.1 to this Schedule 13D and is incorporated by reference herein.

Except as described herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Company.

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**ITEM 7. MATERIALS TO BE FILED AS EXHIBITS**

<b>Exhibit No.</b>	<b>Description</b>
99.1	Joint Filing Agreement by and among the Reporting Persons, dated July 11, 2016.
99.2	Share Purchase Agreement, dated as of July 11, 2016, by and among Morgancreek Investment Holdings Limited, Carlyle Asia Growth Partners III, L.P. and CAGP III Co-Investment, L.P.
99.3	Share Purchase Agreement, dated as of July 11, 2016, by and between Morgancreek Investment Holdings Limited and Solar Honor Limited.
99.4	Proposal, dated as of July 11, 2016 from Mr. Jianyu Yang, Morgancreek Investment Holdings Limited and Blue Ocean Management Limited to the board of directors of Concord Medical Services Holdings Limited.
99.5	Memorandum of Understanding, dated as of July 11, 2016, among Mr. Jianyu Yang, Morgancreek Investment Holdings Limited and Blue Ocean Management Limited.

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SIGNATURE

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

Dated: July 11, 2016

Jianyu Yang

/s/ Jianyu Yang

Shanghai Hui Fu Science and Technology Development Co., Ltd.

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

Bi Zhang

/s/ Bi Zhang

Oakville Holdings Group Limited

By: /s/ Bi Zhang

Name: Bi Zhang

Title: Director

Cherrylane Investments Limited

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

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Zheng Cheng

/s/ Zheng Cheng

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Shanghai Jian Qian Science and Technology Development Co., Ltd.

By: /s/ Zheng Cheng

Name: Zheng Cheng

Title: Director

Bluestone Holdings Limited

By: /s/ Zheng Cheng

Name: Zheng Cheng

Title: Director

Morgancreek Investment Holdings Limited

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

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## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
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99.5	Memorandum of Understanding, dated as of July 11, 2016, among Mr. Jianyu Yang, Morgancreek Investment Holdings Limited and Blue Ocean Management Limited.

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**Joint Filing Agreement**

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to Class A ordinary shares, par value US\$0.0001 per share, of Concord Medical Services Holdings Limited, and that this agreement may be included as an exhibit to such joint filing. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

Each person whose signature appears below does hereby constitute and appoint Jianyu Yang with full power to act singly, his or its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him or it and in his or its name, place and stead, in any and all capacities, to sign any and all amendments to the Schedule 13D referred to above, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary fully to all intents and purposes as he or it might or could do in person, thereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

*[Remainder of this page is intentionally left blank]*

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IN WITNESS WHEREOF, the undersigned hereby execute this agreement as of July 11, 2016.

Jianyu Yang

/s/ Jianyu Yang

Shanghai Hui Fu Science and Technology Development Co., Ltd.

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

Bi Zhang

/s/ Bi Zhang

Oakville Holdings Group Limited

By: /s/ Bi Zhang

Name: Bi Zhang

Title: Director

Cherrylane Investments Limited

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

Zheng Cheng

/s/ Zheng Cheng

---

Shanghai Jian Qian Science and Technology Development Co., Ltd.

By: /s/ Zheng Cheng

Name: Zheng Cheng

Title: Director

Bluestone Holdings Limited

By: /s/ Zheng Cheng

Name: Zheng Cheng

Title: Director

Morgancreek Investment Holdings Limited

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

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**SHARE PURCHASE AGREEMENT**

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of July 11, 2016 by and among:

- (1) Morgancreek Investment Holdings Limited, a limited liability 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**”).

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\$21,771,185, subject to adjustment in accordance with Section 5 below (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\$868,200.5, subject to adjustment in accordance with Section 5 below (the “**CAGP III Co-Investment Purchase Price**” and, together with the CAGP III Purchase Price, the “**Aggregate Purchase Price**”).



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 the fifth (5<sup>th</sup>) business day following the satisfaction of the conditions set forth in Section 4 (other than those which can only be satisfied on Closing), 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), each of the 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

- (i) the CAGP III Purchase Price to CAGP III on the Closing Date by wire transfer of immediately available funds to the following bank account (the “**CAGP III Bank Account**”):

WELLS FARGO BANK, N.A.  
SAN FRANCISCO, CA  
FOR THE BENEFIT OF: CARLYLE ASIA GROWTH PARTNERS III, L.P.  
ACCOUNT NUMBER: 20000-273-28093  
ABA NUMBER: 121 000 248  
SWIFT CODE: WFBIUS6S

- (ii) the CAGP III Co-Investment Purchase Price to CAGP III Co-Investment on the Closing Date by wire transfer of immediately available funds to the following bank account (the “**CAGP III Co-Investment Bank Account**”):

JP MORGAN CHASE  
NEW YORK, NY  
FOR THE BENEFIT OF: CAGP III CO-INVESTMENT, L.P.  
ACCOUNT NUMBER: 478014637  
ABA NUMBER: 021000021  
SWIFT CODE: CHASUS33

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

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 exempted limited partnership duly formed and registered, validly existing and in good standing under the laws of the Cayman Islands.

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. 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. 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 by CAGP III and beneficially by the partners in CAGP III, free and clear of any and all Encumbrances. The CAGP III Co-Investment Shares are owned of record by CAGP III Co-Investment and beneficially by the partners of 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.

3.1.4 The execution, delivery and performance by the Sellers of this Agreement do not conflict with, violate or result in the breach of, or 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, claims, investigations or other legal proceedings pending or, to the knowledge of the Sellers, threatened against or by the Sellers that challenge or seek to prevent, enjoin or otherwise delay the transactions 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.

3.2 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 a company duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation.

3.2.2 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 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.

3.2.3 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.

3.2.4 There are no actions, suits, 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.

3.2.5 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.

3.2.6 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 the transactions contemplated in this Agreement will be between non-U.S. Persons and will take place outside of the United States.

3.2.7 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.

3.2.8 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. 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.

3.2.9 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 restrictions on re-sale of the securities set forth in Rules 903(a) and 903(b)(3) of Regulation S.

3.2.10 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.

3.2.11 The Purchaser understands that the Sellers may be an “affiliate” of the Company within the meaning of U.S. federal and state securities laws.

3.2.12 By entering into and performing this Agreement neither the Purchaser nor any of the direct or indirect owners of any of its shares will be breaching any black-out period restriction or other dealing policy or restriction applicable to the Company.

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 Approvals, Consents and Waivers. The Sellers shall have obtained any and all approvals, consents and waivers required by them for consummation of the transactions contemplated by this Agreement, including, but not limited to all permits, authorizations, approvals, consents or permits of any governmental authority or regulatory body.

4.1.4 Financing. The Purchaser shall have obtained sufficient funds from third-party financing sources to pay the Aggregate Purchase Price.

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.

4.2.3 Approvals, Consents and Waivers. The Purchaser shall have obtained any and all approvals, consents and waivers required by it for consummation of the transactions contemplated by this Agreement, including, but not limited to all permits, authorizations, approvals, consents or permits of any governmental authority or regulatory body.

5 . Purchase Price Adjustment. The purchase price of US\$21,771,185 for the CAGP III Co-Investment Shares and US\$868,200.5 for the CAGP III Shares has been calculated based on a price of US\$1.73 per Share (the "**Base Price Per Share**"). If at any time after the date of this Agreement and prior to the date which is 10 months after Closing there is any consummation of any tender offer for the Ordinary Shares, any merger of the Company with another company, any acquisition or cancellation of Ordinary Shares pursuant to a merger or scheme of arrangement, any liquidation of the Company or any event having an effect similar to any of the foregoing (a "**Liquidity Event**"), then if the highest price per Ordinary Share (or amount payable or distributable per Ordinary Share) applicable to such Liquidity Event exceeds the Base Price Per Share, then the CAGP III Co-Investment Purchase Price and the CAGP III Purchase Price shall be increased by an amount per Share equal to such excess (and if Closing has already occurred the Purchaser shall pay the excess promptly to the Sellers to the accounts specified in Section 2.2). In calculating the highest price per Ordinary Share applicable to a Liquidity Event there shall be added to such price the amount of any dividend or other distribution paid on an Ordinary Share after the date of this Agreement.

6 . 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 7.8 hereof. Notwithstanding the foregoing, the Sellers shall be entitled (but not obliged) to vote in favour of any resolution proposed by the Company relating to a merger or scheme of arrangement which may require the cancellation or transfer of the Shares. If a tender offer is made for all or part of the Ordinary Shares by the Purchaser (or by, or by any person associated with, any shareholder of the Purchaser), the Sellers shall be entitled to accept such offer if Closing does not occur (other than as a result of a default of the Sellers) prior to the date which is five business days (being a day, other than a Saturday or Sunday on which banks in the Cayman Islands, Hong Kong and New York are open for usual business) before such offer lapses or closes. If the Shares are transferred by the Sellers or cancelled prior to Closing pursuant to any such merger, scheme or tender offer then this Agreement shall terminate.

7. Miscellaneous.

7.1 Governing Law. This Agreement shall be governed in all respects by the laws of the Hong Kong.

7.2 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, 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 under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted. The arbitration tribunal shall consist of three arbitrators. The seat of arbitration shall be Hong Kong. The language of the arbitration shall be English.

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

7.4 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.

7.5 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.

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

7.7 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.

7.8 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 six (6) months after the date hereof, provided that such period of six months may on one occasion only (and then only if the Purchaser shall have been using its best efforts to fulfil the Conditions in Section 4.1) be extended by a further period of two months by written notice from the Purchaser to the Seller given no earlier than five (5) months after the date of 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.

7.9 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 7.9 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. “**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.

7.10 FATCA. The Parties agree that no amounts payable under this Agreement shall be subject to withholding under Sections 1471 or 1472 of the United States Internal Revenue Code of 1986, as amended or any current or future United States Treasury regulations promulgated thereunder and published guidance with respect thereto or any applicable intergovernmental agreements with respect thereto, including any laws, regulations, guidance or practices issued or otherwise entered into in connection with any such intergovernmental agreements (“**FATCA**”). Each Seller shall use commercially reasonable efforts to provide to the Purchaser any U.S. tax form documentation requested by the Purchaser to the extent necessary to avoid the imposition of any withholding or other deduction of taxes on payments made (directly or indirectly) to that Seller, including any information that may be required under FATCA, to the extent such information is reasonably available to that Seller. The Purchaser shall provide written notice of such request for U.S. tax form documentation and allow the relevant Seller 30 days from the date of notice to provide such documentation.

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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/ David Pearson          

Name: David Pearson

Title: Director

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

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

itself by its general partner CAGP Limited

By:           /s/ David Pearson          

Name: David Pearson

Title: Director

*[Signature Page to Share Purchase Agreement]*

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**Morgancreek Investment Holdings Limited**

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

*[Signature Page to Share Purchase Agreement]*

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**SHARE PURCHASE AGREEMENT**

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of July 11, 2016 by and among:

- (1) Morgancreek Investment Holdings Limited, a limited liability company incorporated under the laws of the British Virgin Islands (the “**Purchaser**”);
- (2) Solar Honor Limited, a limited liability company incorporated under the laws of the British Virgin Islands (the “**Seller**”).

The Purchaser and the Seller is hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. The Seller owns of record and beneficially 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 Seller, and the Seller 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), the Seller shall sell, transfer and assign to the Purchaser, and the Purchaser shall purchase from the Seller, 14,163,325 Ordinary Shares (the “**Shares**”), for an aggregate purchase price of US\$24,502,552.25, subject to adjustment in accordance with Section 5 below (the “**Purchase Price**”).

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 the fifth (5<sup>th</sup>) business day following the satisfaction of the conditions set forth in **Section 4** (other than those which can only be satisfied on Closing), or at such other time as the Purchaser and the Seller shall agree in writing. The date of the Closing is hereinafter referred to as the “**Closing Date**.”

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

2.2 Payment of Purchase Price. Subject to the terms and conditions of this Agreement, the Purchaser shall pay the Purchase Price to the Seller on the Closing Date by wire transfer of immediately available funds to a bank account designated by the Seller in a written notice to the Purchaser at least three days prior to the Closing Date.

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

3. Representation and Warranties.

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

3.1.1 The Seller is a limited liability company duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands.

3.1.2 The 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. The 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. This Agreement has been duly executed and delivered by the Seller and (assuming due authorization, execution and delivery by the Purchaser) constitutes the Seller's legal, valid and binding obligation, enforceable against the Seller in accordance with its terms.

3.1.3 The Shares are owned of record and beneficially by the Seller, 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.

3.1.4 The execution, delivery and performance by the Seller of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which the 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 Seller 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, claims, investigations or other legal proceedings pending or, to the knowledge of the Seller, threatened against or by the Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions 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 Seller.

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

3.2.1 The Purchaser is a company duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation.

3.2.2 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 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 Seller) 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.

3.2.3 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.

3.2.4 There are no actions, suits, 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.

3.2.5 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.

3.2.6 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 the transactions contemplated in this Agreement will be between non-U.S. Persons and will take place outside of the United States.

3.2.7 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.

3.2.8 The Purchaser understands that the Seller and its 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. The Purchaser hereby waives any claim against, and covenants not to sue the Seller and its controlling persons, officers, directors, members, partners, agents or employees and its 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.

3.2.9 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 restrictions on re-sale of the securities set forth in Rules 903(a) and 903(b)(3) of Regulation S.

3.2.10 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.

3.2.11 The Purchaser understands that the Seller may be an “affiliate” of the Company within the meaning of U.S. federal and state securities laws.

3.2.12 By entering into and performing this Agreement neither the Purchaser nor any of the direct or indirect owners of any of its shares will be breaching any black-out period restriction or other dealing policy or restriction applicable to the Company.

4. Closing Conditions.

4.1 The obligation of the Purchaser to purchase the Shares from Seller 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 Seller 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. The 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 Approvals, Consents and Waivers. The Seller shall have obtained any and all approvals, consents and waivers required by them for consummation of the transactions contemplated by this Agreement, including, but not limited to all permits, authorizations, approvals, consents or permits of any governmental authority or regulatory body.

4.1.4 Financing. The Purchaser shall have obtained sufficient funds from third-party financing sources to pay the Purchase Price.

4.2 The obligation of the Seller 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.

4.2.3 Approvals, Consents and Waivers. The Purchaser shall have obtained any and all approvals, consents and waivers required by it for consummation of the transactions contemplated by this Agreement, including, but not limited to all permits, authorizations, approvals, consents or permits of any governmental authority or regulatory body.

5 . Purchase Price Adjustment. The purchase price of US\$24,502,552.25 for the Shares has been calculated based on a price of US\$1.73 per Share (the "**Base Price Per Share**"). If at any time after the date of this Agreement and prior to the date which is 10 months after Closing there is any consummation of any tender offer for the Ordinary Shares, any merger of the Company with another company, any acquisition or cancellation of Ordinary Shares pursuant to a merger or scheme of arrangement, any liquidation of the Company or any event having an effect similar to any of the foregoing (a "**Liquidity Event**"), then if the highest price per Ordinary Share (or amount payable or distributable per Ordinary Share) applicable to such Liquidity Event exceeds the Base Price Per Share, then the Purchase Price shall be increased by an amount per Share equal to such excess (and if Closing has already occurred the Purchaser shall pay the excess promptly to the Seller to the account specified in Section 2.2). In calculating the highest price per Ordinary Share applicable to a Liquidity Event there shall be added to such price the amount of any dividend or other distribution paid on an Ordinary Share after the date of this Agreement.

6 . Restrictions on Sale. After the date hereof and immediately before the Closing, the Seller will continue to hold Shares. The Seller 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 7.8 hereof. Notwithstanding the foregoing, the Seller shall be entitled (but not obliged) to vote in favour of any resolution proposed by the Company relating to a merger or scheme of arrangement which may require the cancellation or transfer of the Shares. If a tender offer is made for all or part of the Ordinary Shares by the Purchaser (or by, or by any person associated with, any shareholder of the Purchaser), the Seller shall be entitled to accept such offer if Closing does not occur (other than as a result of a default of the Seller) prior to the date which is five business days (being a day, other than a Saturday or Sunday on which banks in the Cayman Islands, Hong Kong and New York are open for usual business) before such offer lapses or closes. If the Shares are transferred by the Seller or cancelled prior to Closing pursuant to any such merger, scheme or tender offer then this Agreement shall terminate.

7. Miscellaneous.

7.1 Governing Law. This Agreement shall be governed in all respects by the laws of the Hong Kong.

7.2 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, 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 under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted. The arbitration tribunal shall consist of three arbitrators. The seat of arbitration shall be Hong Kong. The language of the arbitration shall be English.

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

7.4 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.

7.5 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.

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

7.7 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.

7.8 Termination. This Agreement may be terminated at any time prior to the Closing (a) by the mutual written consent of the Purchaser and the Seller, (b) by the Purchaser if a breach of any provision of this Agreement has been committed by the Seller and such breach has not been cured within 30 days following receipt by the Seller of written notice of such breach, (c) or by the 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 six (6) months after the date hereof, provided that such period of six months may on one occasion only (and then only if the Purchaser shall have been using its best efforts to fulfil the Conditions in Section 4.1) be extended by a further period of two months by written notice from the Purchaser to the Seller given no earlier than five (5) months after the date of 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.

7.9 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 7.9 shall be null and void and of no force and effect. Notwithstanding the preceding sentence, the Purchaser may, without the prior written consent of Seller, 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. “**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.

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

**Solar Honor Limited**

By: /s/ Hao Zhou

**Morgancreek Investment Holdings Limited**

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

*[Signature Page to Share Purchase Agreement]*

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The Board of Directors  
Concord Medical Services Holdings Limited  
18/F, Tower A, Global Trade Center  
36 North Third Ring Road East  
Dongcheng District, Beijing 100013  
People's Republic of China

July 11, 2016

Dear Sirs:

Mr. Jianyu Yang ("Mr. Yang"), the chairman and chief executive officer of Concord Medical Services Holdings Limited (the "Company"), Morgancreek Investment Holdings Limited, an investment vehicle controlled by Mr. Yang ("Morgancreek"), and Blue Ocean Management Limited ("Blue Ocean" and collectively with Mr. Yang and Morgancreek, the "Buyer Parties"), are pleased to submit this preliminary non-binding proposal to acquire all outstanding Class A ordinary shares (the "Shares") and the American Depositary Shares ("ADSs", each representing three Shares) of the Company, in both cases, that are not beneficially owned by the Buyer Parties and their affiliates in a going private transaction (the "Acquisition").

We believe that our proposal of US\$1.73 in cash per Share, or US\$5.19 in cash per ADS, will provide an attractive opportunity to the Company's shareholders. This price represents a premium of approximately 33.8% to the Company's closing price of US\$3.88 on July 8, 2016.

The terms and conditions upon which we are prepared to pursue the Acquisition are set forth below. We are confident in our ability to consummate an Acquisition as outlined in this letter.

1. Buyer. The Buyer Parties have entered into a memorandum of understanding dated July 11, 2016, pursuant to which the Buyer Parties will work with each other in pursuing the Acquisition.
  2. Purchase Price. The Buyer Parties are prepared to pay for the Shares and ADSs acquired in the Acquisition at a price of US\$1.73 per Share and US\$5.19 per ADS, as the case may be, in cash.
  3. Possible Short-form Merger. On July 11, 2016, Morgancreek entered into share purchase agreements with certain Carlyle entities and Solar Honor Limited to acquire in aggregate 27,249,675 Shares for a per Share purchase price of US\$1.73. After the closing of such share purchases and the completion of exchange of Class B ordinary shares, the holder of each entitled to 10 votes on any ordinary resolution or special resolution, for Shares currently held by Morgancreek, which share exchange was approved by the Company in January 2015, the Buyer Parties would hold more than 90% voting rights of the Company's issued and outstanding ordinary shares. Therefore, the Acquisition may be effected by way of short-form merger pursuant to Section 233(7) of the Companies Law of the Cayman Islands.
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4. Financing. We intend to finance the Acquisition with debt or equity capital or a combination thereof. We are confident that we will secure adequate financing to consummate the Acquisition.
5. Due Diligence. We will be in a position to commence our due diligence for the Acquisition immediately upon receiving access to the relevant materials. Parties providing financing will require a timely opportunity to conduct customary due diligence on the Company.
6. Definitive Agreements. We are prepared to negotiate and finalize definitive agreements (the “Definitive Agreements”) providing for the Acquisition and related transactions promptly. This proposal is subject to execution of the Definitive Agreements. We anticipate the Definitive Agreements will be completed in parallel with due diligence.
7. Confidentiality. We expect the Company to make a public announcement in connection with receiving our proposal. However, we are sure you will agree with us that it is in all of our interests to ensure that we otherwise proceed in a strictly confidential manner, unless otherwise required by law, until we have executed Definitive Agreements or terminated our discussions.
8. Process. We believe that the Acquisition will provide superior value to the Company’s shareholders. We recognize of course that the Company’s Board of Directors will evaluate the Acquisition before it can make its determination whether to endorse it. In considering the Acquisition, you should be aware that we are interested only in acquiring the outstanding Shares and ADSs that the Buyer Parties and their affiliates do not already own, and that the Buyer Parties and their affiliates do not intend to sell their stake in the Company to a third party.
9. Advisors. We have retained Cleary Gottlieb Steen & Hamilton LLP as U.S. legal counsel in connection with the Acquisition.
10. About Blue Ocean. Blue Ocean Management Limited is incorporated in the Cayman Islands and an affiliate of Blue Ocean Capital Group (“BOCG”), a specialized private equity firm that manages both RMB and USD funds, and mainly focuses on investments in the fast growing healthcare sector in the Greater China region. BOCG has operations both in Hong Kong and Shenzhen.
11. No Binding Commitment. This letter constitutes only a preliminary indication of our interest, and does not constitute any binding commitment with respect to an Acquisition. Such a commitment will result only from the execution of Definitive Agreements, and then will be on the terms provided in such documentation.

In closing, we would like to personally express our commitment to working together to bring this Acquisition to a successful and timely conclusion. Should you have any questions regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you.

Sincerely,

**Jianyu Yang**

By: /s/ Jianyu Yang

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**Morgancreek Investment Holdings Limited**

By: /s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

**Blue Ocean Management Limited**

By: /s/ Feng Yang

Name: Feng Yang

Title: Director

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MoU”) dated July 11, 2016 is made by and among:

Blue Ocean Management Limited (“Blue Ocean”);

Morgancreek Investment Holdings Limited (“Morgancreek”); and

Jiayu Yang (“Chairman”)

Each of Blue Ocean, Morgancreek and Chairman is hereinafter referred to as a “Party” and collectively as the “Parties”.

- A. Morgancreek is an existing major shareholder of Concord Medical Services Holdings Limited (the “Company”) and Chairman is the chairman and chief executive officer of the Company.
- B. The Parties wish to record the broad terms and conditions on which the Parties propose to take the Company private and delist the American depositary shares (“ADSs”) of the Company, each representing three Class A ordinary shares of the Company (“Shares”), from the New York Stock Exchange (the “Transaction”).

<b>Participation and Financing</b>	Blue Ocean shall participate in the Transaction and coordinate with other Parties to arrange the financing for the Transaction.
<b>Purchase Price</b>	The purchase price of Shares (including Shares represented by ADSs) held by the public shareholders of the Company in the Transaction is US\$1.73 per Share or US\$5.19 per ADS. Any increase in this purchase price shall be approved by all Parties.
<b>Costs</b>	Blue Ocean and its affiliates, Morgancreek and Chairman and their affiliates, shall bear their own cost and expenses relating to the Transaction accordingly.
<b>Governing Law</b>	This MoU shall be construed in accordance with New York law.
<b>Binding Effect</b>	The provisions of this MoU shall be binding on the Parties.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this MoU on the day and year first above written.

Signed and delivered for and on behalf of  
**Blue Ocean Management Limited**

/s/ Feng Yang

Name: Feng Yang

Title: Director

Signed and delivered for and on behalf of  
**Morgancreek Investment Holdings Limited**

/s/ Jianyu Yang

Name: Jianyu Yang

Title: Director

**Jianyu Yang:**

/s/ Jianyu Yang