

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**SCHEDULE 13D**  
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO  
§ 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO § 240.13d-2(a)  
(Amendment No. 1)\***

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**Shengkai Innovations, Inc.**

(Name of Issuer)

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**Common Stock, \$0.001 par value per share**  
(Title of Class of Securities)

**82321P104**  
(CUSIP Number)

**Bank of America**  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Ileana Stone  
(312) 992-2973

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

**February 4, 2011**  
(Date of Event Which Requires Filing of this Statement)

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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 §240.13d-7 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*).

CUSIP No. 82321P104	
1.	NAME OF REPORTING PERSON <b>Bank of America Corporation</b>
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC USE ONLY
4.	SOURCE OF FUNDS  N/A
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  Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER  0
	8. SHARED VOTING POWER  4,338,053 (includes Warrants to purchase 2,366,211 shares of Common Stock) (Conversion into Common Stock is subject to 9.9% blocker provision)
	9. SOLE DISPOSITIVE POWER  0
	10. SHARED DISPOSITIVE POWER  4,338,053 (includes Warrants to purchase 2,366,211 shares of Common Stock) (Conversion into Common Stock is subject to 9.9% blocker provision)
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,338,053 (includes Warrants to purchase 2,366,211 shares of Common Stock) (Conversion into Common Stock is subject to 9.9% blocker provision)
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)  9.9%
14.	TYPE OF REPORTING PERSON  CO, HC

CUSIP No. 82321P104	
1.	NAME OF REPORTING PERSON  Blue Ridge Investments, L.L.C.
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC USE ONLY
4.	SOURCE OF FUNDS  N/A
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  Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER  0
	8. SHARED VOTING POWER  4,338,053 (includes Warrants to purchase 2,366,211 shares of Common Stock) (Conversion into Common Stock is subject to 9.9% blocker provision)
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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)  9.9%
14.	TYPE OF REPORTING PERSON  OO

This Amendment No. 1 relates to the Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on behalf of Bank of America Corporation, a Delaware corporation ("Bank of America"), and Blue Ridge Investments, L.L.C., a Delaware limited liability company ("Blue Ridge"), on July 18, 2008 (the "Schedule 13D"), relating to the Series A Convertible Preferred Stock, \$0.001 par value per share (the "Preferred Stock"), and the Series A Warrants (the "Warrants"), of Shengkai Innovations, Inc., a Florida corporation ("Shengkai" or the "Issuer"). One share of Preferred Stock and one share of Common Stock comprise one Unit (the "Unit"). The information set forth in the Schedule 13D is amended by this Amendment No. 1 only as specifically stated. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Schedule 13D.

The information set forth in response to each separate Item below shall be deemed to be a response to all Items where such information is relevant.

**Item 2. Identity and Background.**

Information concerning each executive officer, director and controlling person of each of the Reporting Persons (the "Listed Persons") is listed on Schedule A attached hereto, and is incorporated by reference herein. To the knowledge of the Reporting Persons, all of the Listed Persons are citizens of the United States, other than as otherwise specified on Schedule A hereto. Other than as set forth on Schedule B, during the last five years, none of the Reporting Persons, nor to the best of their knowledge, any of the persons listed on Schedule A has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Other than as set forth on Schedule B, during the last five years, none of the Reporting Persons, nor to the best of their knowledge, any of the persons listed on Schedule A has 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.

**Item 4. Purpose of Transaction.**

The information set forth in Item 6 of this Statement is hereby incorporated by reference.

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

Item 5 of the Schedule 13D is hereby deleted and replaced as follows:

(a) As of February 4, 2011, Blue Ridge directly beneficially owns 1,971,842 Units, consisting of 1,971,842 shares of Preferred Stock and 1,971,842 Warrants of the Issuer. The Preferred Stock is convertible to 1,971,842 shares of Common Stock of the Issuer, and the Warrants are exercisable for 2,366,211 shares of Common Stock, being the number of shares of Common Stock equal to 120% of the number of shares of Common Stock issuable upon conversion of the Preferred Stock, subject to adjustments. Notwithstanding the foregoing or anything to the contrary contained herein, none of the Reporting Persons may convert the Preferred Stock to Common Stock or exercise the Warrants to purchase Common Stock if the amount of Common Stock owned by the Reporting Person after such conversion or exercise, as applicable, would, individually or in the aggregate, exceed 9.9% of the then issued and outstanding shares of Common Stock outstanding at that time.

Bank of America is the ultimate parent company of Blue Ridge. Its specific relationship to Blue Ridge is explained below. As the ultimate parent company of Blue Ridge, it may be deemed to beneficially own 1,971,842 Units, consisting of 1,971,842 shares of Preferred Stock and 1,971,842 Warrants of the Issuer. Bank of America hereby expressly disclaims beneficial ownership of the Units, underlying Preferred Stock and Warrants of the Issuer held by Blue Ridge.

Blue Ridge is a wholly owned subsidiary of Bank of America, N.A., a federally chartered bank, is a wholly owned subsidiary of BANA Holding Corporation, which is a wholly owned subsidiary of BAC North America Holding Company, which is a wholly owned subsidiary of NB Holdings Corporation (the "BANA Parent Companies"), which is a wholly-owned subsidiary of Bank of America. Because of the relationships to the Reporting Persons (as applicable), each of the BANA Parent Companies may be deemed to beneficially own 1,971,842 Units, consisting of 1,971,842 shares of Preferred Stock and 1,971,842 Warrants of the Issuer. Each of the BANA Parent Companies hereby expressly disclaims beneficial ownership of the Units, underlying Preferred Stock and Warrants of the Issuer held by the other Reporting Persons.

The foregoing calculations of percentage ownership is based on the 26,706,611 shares of Common Stock and the 4,338,053 shares underlying the Preferred Stock and Warrants, \$.001 par value, issued and outstanding as represented by the Issuer in its Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on February 11, 2011.

**(b)** Number of shares as to which each Reporting Person has:

(i) sole power to vote or to direct the vote:

See Item 7 on the cover page(s) hereto.

(ii) shared power to vote or to direct the vote:

See Item 8 on the cover page(s) hereto.

(iii) sole power to dispose or to direct the disposition of:

See Item 9 on the cover page(s) hereto.

(iv) shared power to dispose or to direct the disposition of:

See Item 10 on the cover page(s) hereto.

**(c)** Other than the transaction described in Item 6 below, none of the Reporting Persons and, to the best of the Reporting Persons' knowledge, none of the Listed Persons, has effected any transaction in the Units, the underlying Preferred Stock, Warrants or the Common Stock during the past 60 days.

**(d)** No other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of Units, the underlying Preferred Stock, Warrants or the Common Stock that may be deemed to be beneficially owned by the Reporting Persons.

**(e)** Not applicable.

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The information set forth in Item 6 of this Amendment No. 1 is hereby incorporated herein by reference.

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

On February 4, 2011, Blue Ridge entered into a transaction with NewQuest Asia Fund I, L.P., (the "Buyer") in an effort to monetize its full investment in the Issuer. Blue Ridge entered into an Agreement of Direct Purchase and Sale to sell its 1,971,842 Units, consisting of 1,971,842 shares of Preferred Stock and 1,971,842 Warrants of the Issuer for a cash purchase price of \$10,431,628 upon the satisfaction of a number of closing conditions. The transaction is expected to close late in the first or early in the second quarter of 2011, at which time Bank of America will no longer own any Units of the Issuer.

This description of the material terms of the sale by Blue Ridge is qualified in its entirety by reference to the Agreement of Direct Purchase and Sale, which is attached as Exhibit 1 hereto and is incorporated by reference herein.

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

Exhibit 1 Agreement of Direct Purchase and Sale, dated as of February 4, 2011, among Blue Ridge and the Buyer.

Exhibit 2 Joint Filing Undertaking dated as of February 14, 2011 by and among Bank of America Corporation and Blue Ridge Investments, L.L.C.

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After reasonable inquiry and to the best of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Dated: February 14, 2011

Bank of America Corporation

By: /s/ Jeffrey M. Atkins  
Name: Jeffrey M. Atkins  
Its: Managing Director

Blue Ridge Investments, L.L.C.

By: /s/ Jeffrey M. Atkins  
Name: Jeffrey M. Atkins  
Its: Managing Director

SCHEDULE A

**EXECUTIVE OFFICERS AND DIRECTORS OF  
REPORTING PERSONS**

The following sets forth the name and present principal occupation of each executive officer and director of Bank of America Corporation. The business address of each of the executive officers and directors of Bank of America Corporation is Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255.

Name	Position with Bank of America Corporation	Principal Occupation
Brian T. Moynihan	Chief Executive Officer, President and Director	Chief Executive Officer and President of Bank of America Corporation
David C. Darnell	President, Global Commercial Banking	President, Global Commercial Banking of Bank of America Corporation
Barbara J. Desoer	President, Home Loans and Insurance	President, Home Loans and Insurance of Bank of America Corporation
Sallie L. Krawcheck	President, Global Wealth and Investment Management	President, Global Wealth and Investment Management of Bank of America Corporation
Thomas K. Montag	President, Global Banking and Markets	President, Global Banking and Markets of Bank of America Corporation
Joe L. Price	President, Consumer and Small Business Banking	President, Consumer and Small Business Banking of Bank of America Corporation
Charles H. Noski	Executive Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of Bank of America Corporation
Edward P. O'Keefe	General Counsel	General Counsel of Bank of America Corporation
Bruce R. Thompson	Chief Risk Officer	Chief Risk Officer of Bank of America Corporation
Susan S. Bies	Director	Former Member, Board of Governors of the Federal Reserve System
William P. Boardman	Director	Former Vice Chairman, Banc One Corporation and Retired Chairman of the Board, Visa International
Frank P. Bramble, Sr.	Director	Former Executive Officer, MBNA Corporation
Virgis W. Colbert	Director	Senior Advisor, MillerCoors Company
Charles K. Gifford	Director	Former Chairman of Bank of America Corporation
Charles O. Holliday, Jr.	Chairman of the Board	Chairman of the Board of Bank of America Corporation



D. Paul Jones, Jr.	Director	Former Chairman, Chief Executive Officer and President, Compass Bancshares, Inc.
Monica C. Lozano	Director	Chief Executive Officer of ImpreMedia, LLC
Thomas J. May	Director	Chairman, President and Chief Executive Officer of NSTAR
Donald E. Powell	Director	Former Chairman, Federal Deposit Insurance Corporation
Charles O. Rossotti	Director	Senior Advisor, The Carlyle Group
Robert W. Scully	Director	Former Member, Office of the Chairman of Morgan Stanley

The following sets forth the name and present principal occupation of each executive officer and director of Blue Ridge Investments, L.L.C. The business address of each of the executive officers and directors of Blue Ridge Investments, L.L.C. is 214 North Tryon Street, Charlotte, North Carolina 28255.

Name	Position with Blue Ridge Investments, L.L.C.	Principal Occupation
Keith T. Banks	Manager and Executive Vice President	President US Trust and Co-Head Private Wealth Management of Bank of America, N.A.
Alastair Borthwick	Manager and Executive Vice President	Managing Director, Global Capital Markets Product Head of Merrill Lynch, Pierce, Fenner & Smith Incorporated
George C. Carp	Manager and Executive Vice President	Managing Director, Capital Markets Finance Executive of Bank of America Corporation
Neil A. Cotty	Executive Vice President	Chief Accounting Officer of Bank of America Corporation
Marlene B. Debel	Manager and Executive Vice President	Managing Director, Risk Management Executive of Merrill Lynch & Co., Inc.
David J. Flannery	Executive Vice President	Managing Director, Leveraged Finance Product Head of Merrill Lynch, Pierce, Fenner & Smith Incorporated
Lawrence Forte	Manager and Executive Vice President	Managing Director, Business Support Executive of Merrill Lynch, Pierce, Fenner & Smith Incorporated
Kris A. Gagnon	Manager and Executive Vice President	Senior Vice President, Risk Management Executive of Bank of America, N.A.
Graham C. Goldsmith	Executive Vice President	Managing Director, Head of Distressed of Merrill Lynch, Pierce, Fenner & Smith Incorporated
Wendy J. Gorman	Executive Vice President	Managing Director, Risk Management Executive of Bank of America, N.A.

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Geoffrey Greener	Executive Vice President	Managing Director, Global Markets Portfolio Management for Merrill Lynch, Pierce, Fenner & Smith Incorporated
Mark D. Linsz	Executive Vice President	Managing Director, Treasurer of Bank of America, N.A.
Walter J. Muller	Executive Vice President	Managing Director, Chief Investment Officer of Bank of America, N.A.
Gregory Mulligan (citizen of the United Kingdom)	Executive Vice President	Managing Director, Global Bank Funding Executive of Bank of America, N.A./London Branch
Alice Jane Murphy	Executive Vice President	Managing Director, Head of Capital Raising Product for Merrill Lynch, Pierce, Fenner & Smith Incorporated
Michael B. Nierenberg	Executive Vice President	Managing Director, Head of Mortgages of Merrill Lynch, Pierce, Fenner & Smith Incorporated
Gerhard Seebacher (citizen of Austria)	Executive Vice President	Managing Director, Head of Credit Products of Merrill Lynch, Pierce, Fenner & Smith Incorporated
Richard S. Seitz	Executive Vice President	Managing Director, Bank Funding Manager of Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bradley M. Taylor	Executive Vice President	Managing Director, Bank Funding Manager of Merrill Lynch & Co., Inc.
Peter D. Taube	Executive Vice President	Managing Director, Capital Markets Finance Executive of Bank of America, N.A.
Robert J. Voreyer	Executive Vice President	Managing Director, Head of Trading of Merrill Lynch, Pierce, Fenner & Smith Incorporated

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## SCHEDULE B

### Bank of America Muni Derivative Settlement

The Board of Governors of the Federal Reserve System (the "Board") reviewed certain activities related to various types of anti-competitive activity by certain employees of Bank of America in conjunction with the sale of certain derivative financial products to municipalities and non-profit organizations variously between 1998 and 2003. Following the review, Bank of America and the Board entered into a Formal Written Agreement on December 6, 2010, to ensure that Bank of America proactively and appropriately manages its compliance risk related to certain competitively bid transactions. In addition, Bank of America agreed to submit a written plan to strengthen Bank of America compliance risk management program regarding those same competitively bid transactions, and to promptly implement that plan once it is approved by the Federal Reserve Bank of Richmond.

### Bank of America Merrill Lynch & Co., Inc. Proxy Rule Settlement

The SEC alleged that Bank of America violated the federal proxy rules by failing to disclose information concerning Merrill Lynch & Co., Inc. known and estimated losses in the fourth quarter of 2008 prior to the shareholder vote on December 5, 2008 to approve the merger between the two companies. In addition, the SEC alleged that Bank of America violated Section 14(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 14a-9 thereunder by failing to disclose in Bank of America's joint proxy statement filed on November 3, 2008 the incentive compensation that Merrill Lynch & Co., Inc. could, in its discretion, award to its employees prior to completion of its merger with Bank of America. On February 24, 2010, a final judgment (the "Final Judgment") was entered by the U.S. District Court for the Southern District of New York in both matters. Under the terms of the Final Judgment, Bank of America agreed to pay \$1 in disgorgement and a \$150 million civil penalty to be distributed to shareholders as part of the SEC's Fair Funds Program at a later date in accordance with further order of the court. In addition, as part of the Final Judgment, Bank of America agreed, for a period of three years, to comply with and maintain certain requirements related to Bank of America's corporate governance and disclosure practices.

### Bank of America AML Settlement

On September 28, 2006, Bank of America entered into a civil settlement agreement with the New York County District Attorney. The agreement provides that, from about 2002 to 2004, Bank of America had deficiencies in certain internal anti-money laundering controls and failed to react appropriately to the risk presented by certain South American money services business customers who moved funds illegally through Bank of America. The agreement requires Bank of America to make a total payment of \$7.5 million, to cooperate with the New York County District Attorney in ongoing investigations and to abide by anti-money laundering changes recommended by Bank of America's regulators.

AGREEMENT OF DIRECT PURCHASE AND SALE

BY AND BETWEEN

NEWQUEST ASIA FUND I, L.P.

AS BUYER,

AND

BLUE RIDGE INVESTMENTS LLC

AS SELLER

DATED AS OF FEBRUARY 4, 2011

## AGREEMENT OF DIRECT PURCHASE AND SALE

This Agreement of Direct Purchase and Sale (this "Purchase Agreement"), dated as of February 4, 2011 (the "Signing Date"), is by and between NewQuest Asia Fund I, L.P., a Cayman Islands exempted limited partnership ("Buyer"), and Blue Ridge Investments LLC, a Delaware limited liability company ("Seller"). Each of Buyer and Seller is referred to individually herein as a "Party" and collectively, as the "Parties." Capitalized terms used but not otherwise defined shall have the meanings set forth in Article I.

### WITNESSETH:

WHEREAS, Seller owns the Subject Interest; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Subject Interest, upon the terms and subject to the conditions set forth in this Purchase Agreement.

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations, warranties and indemnities contained in this Purchase Agreement, each of Buyer and Seller agrees as follows:

### ARTICLE I DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Purchase Agreement, the following terms shall have the meanings set forth below:

"Affiliate" shall mean, with respect to any entity, any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such entity; provided, that the Portfolio Company shall not be considered an Affiliate of any Party for purposes of this Purchase Agreement. For purposes of this definition, "control" (including "controlling", "controlled by" and "under common control with") mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Asia Purchase Agreement" shall mean the Agreement of Purchase and Sale, dated as of February 4, 2011, as such agreement may be amended, modified or waived from time to time pursuant to its terms, by and among NewQuest Asia Fund I, L.P., a Cayman Islands exempted limited partnership, BankAmerica International Financial Corporation, a Delaware corporation, Blue Ridge Investments LLC, a Delaware limited liability company, CPI Ballpark Investments, Ltd., a Mauritius limited corporation, GTBVI Inc., a Mauritius corporation, Indopark Holdings Ltd., Merrill Lynch International, an unlimited liability corporation organized under the laws of England and Wales, Merrill Lynch PCG, Inc., a Delaware corporation, ML IBK Positions, Inc., a Delaware corporation, ML Knight 2003 Holdings Corp., a Cayman Islands corporation, Merrill Lynch JPND, Inc., a Delaware corporation, and TK Holdings I, LLC, a Delaware limited liability company.

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“Assignment Agreements” shall mean the instruments of assignment and assumption pursuant to which (a) Seller assigns to Buyer all of its right, title and interest in and to the Subject Interest and (b) Buyer assumes all of the Obligations.

“Business Day” shall mean any day that is not (a) a Saturday, (b) a Sunday or (c) any other day on which commercial banks are authorized or required by law to be closed in the City of New York.

“Capital Contribution” shall mean any contribution of capital, purchase price paid for any securities or any other payment made or (pursuant to the terms of the applicable Portfolio Company Agreement) deemed made to the Portfolio Company with respect to the Subject Interest (other than any amounts paid to the Portfolio Company as reimbursement for any costs and expenses incurred in connection with the transactions contemplated by this Purchase Agreement).

“Code” shall mean the United States Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.

“Governmental Authority” shall mean any transnational, domestic or foreign federal, state or local governmental, regulatory (including stock exchanges and antitrust regulatory bodies), self-regulatory or administrative authority, department, court, commission, arbitral authority, agency, official, or any other governmental body, including any political subdivision thereof, or any judicial or quasi-judicial tribunal of competent jurisdiction thereof.

“Independent Auditor” shall mean an accounting firm of international reputation mutually agreeable to Buyer and Seller.

“Investment Manager” shall mean a Cayman Islands exempted company or a foreign corporation or other legal entity registered under Part IX of the Cayman Islands Companies Law (as amended), to be formed prior to Closing and which shall provide management and administrative services to the general partner of Buyer or the general partner of an affiliate of Buyer.

“Law” shall mean, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise; provided, that “Law” shall not include, for all purposes hereunder, compliance with the terms of, or any requirements under, any agreement to which a Party is bound (or any other contractual obligation of a Party), including, without limitation, any Portfolio Company Agreement.

“Marketable Securities” shall mean equity securities or debt securities, in each case which are listed on a national or international securities exchange or are quoted on any national or international automated inter-dealer quotation system, and which may be resold on any such securities market or exchange in a single transaction without volume or manner of sale limitations under applicable Law or the need for registration or qualification of such securities or such sale with any applicable Governmental Authority (other than routine administrative filings);

provided, that any such securities shall not constitute Marketable Securities if the aggregate amount of any such securities held by a Person is of a size in relation to the average trading volume of such securities that a sale of such aggregate amount would reasonably be expected to occur at a material discount to the then-current trading price of such securities.

“Obligations” shall mean all of Seller’s duties, liabilities and obligations under the Portfolio Company Agreements and, except to the extent arising prior to the Closing, under applicable Law.

“Person” shall mean an individual, a partnership (general, limited or limited liability), a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental, quasi-governmental, judicial or regulatory entity or any department, agency or political subdivision thereof.

“Portfolio Company” shall mean Shengkai Innovations, Inc..

“Portfolio Company Agreement” shall mean, with respect to the Subject Interest, any agreement, contract or document to which Seller is a party or which specifically inures to the benefit of Seller that governs the terms of Seller’s ownership of the Subject Interest or Seller’s rights and Obligations with respect to the Portfolio Company, including subscription agreements, investor rights agreements, stockholder agreements and registration rights agreements, in each case as amended, modified or supplemented and in effect from time to time.

“Proceeds” shall mean, with respect to the Subject Interest, and subject to Section 2.5, the sum (without duplication) of all amounts received from the Transfer, conversion, redemption, exercise, repayment, waiver, release, compromise, settlement or satisfaction of such Subject Interest, together with all distributions, dividends, interest and payments received by, or made or (pursuant to a Portfolio Company Agreement) deemed made with respect to the Subject Interest, either (a) by Seller or any subsidiary of Seller (other than the Portfolio Company), if received on or after the Signing Date but prior to the Closing Date; provided, that with respect to any non-cash Proceeds,

(i) if such non-cash Proceeds constitute or subsequently become Marketable Securities, such non-cash Proceeds shall be promptly sold for cash, whether received by Seller or any of its subsidiaries (other than the Portfolio Company), and shall constitute Proceeds upon such sale equal to the cash received therefor, net of any out-of-pocket brokerage commissions incurred in connection therewith; or

(ii) so long as such non-cash Proceeds do not constitute Marketable Securities, such non-cash Proceeds if received by Seller or any subsidiary of Seller (other than the Portfolio Company), shall not constitute Proceeds hereunder and shall be retained by Seller or such subsidiary and shall be included with the Subject Interest Transferred at Closing (and, for the avoidance of doubt, shall not require a reduction to or increase of the Purchase Price pursuant to Section 2.2(b), unless and until so sold for cash prior to Closing and in which case shall constitute Proceeds on the date so sold equal to the cash received therefor, net of any out-of-pocket brokerage commissions incurred in connection therewith).

“received” shall mean actually received or (to the extent the context permits, pursuant to a Portfolio Company Agreement) deemed received by a Person, but subject to subject to Section 2.5.

“Representatives” shall mean, with respect to any Person, the officers, directors, partners, members, employees, advisors, agents and representatives of such Person.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Subject Interest” shall mean the loans, securities and/or other ownership interests set forth on Schedule 1 and any additions thereto pursuant to clause (ii) of the definition of “Proceeds”; it being understood that if the Portfolio Company at any time issues additional interests to the Seller, divides, combines or otherwise adjusts (by any stock or other equity split, reverse stock or equity split, stock or equity dividend, recapitalization, or otherwise) the Subject Interest, the definition of Subject Interest shall be automatically adjusted to include such additional interests (and if any Capital Contribution is made by Seller or any Proceeds are received by Seller, the Purchase Price shall be adjusted pursuant to Section 2.2(b)).

“Tax” or “Taxes” shall mean any federal, state, local or non-U.S. income, corporation, capital gains, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, profits, capital, inheritance, windfall profits, gross receipts, sales, use, registration, stamp, premium, excise, turnover, customs duties, severance, environmental (including taxes under Section 59A of the Code), real property, personal property, ad valorem, occupancy, license, occupation, employment, payroll, social security, disability, unemployment, workers’ compensation, withholding, estimated or other similar tax, duty, fee, assessment or other charge by a Governmental Authority; in all cases, including all interest and penalties and late payment surcharges thereon and additions thereto, whether disputed or not.

“Transaction Documents” shall mean this Purchase Agreement, the Assignment Agreements and the certificates and documents executed in connection herewith and therewith.

“Transfer” shall mean, with respect to the Subject Interest, (a) when used as a verb, to sell, assign, dispose of, liquidate, exchange, pledge, encumber, hypothecate or otherwise transfer such Subject Interest or any economic participation or interest therein, whether directly or indirectly, and (b) when used as a noun, a direct or indirect sale, assignment, disposition, liquidation, exchange, pledge, encumbrance, hypothecation or other transfer of such Subject Interest or any participation or interest therein.

1.2 Payments. Payment of any and all amounts due and owing under this Purchase Agreement shall be denominated in U.S. dollars and shall be made by wire transfer of immediately available funds to the appropriate account designated in advance by the receiving Party.

1.3 Withholdings. Notwithstanding anything to the contrary in this Purchase Agreement, Buyer and Seller acknowledge and agree that no deduction or withholding is



required as of the date hereof with respect to any payment made pursuant to this Purchase Agreement under applicable Law, including, for the avoidance of doubt, under any Laws of Hong Kong, the People's Republic of China, or the United States of America. In the event of a change of relevant Law prior to the Closing Date, the Parties shall use their reasonable efforts to agree on the amount of Taxes required to be withheld, provided that if the Parties disagree as to whether a change in relevant Law has occurred or as to the amount of Taxes required to be withheld, then the matter shall be submitted to the Independent Auditor for resolution, the costs of which shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

1.4 Defaulted Amount. To the extent any portion of the Purchase Price is not paid to Seller when due hereunder (any such amount, a "Defaulted Payment"), then such Defaulted Payment shall bear interest at the rate of 10.0% per annum, compounded daily, from the due date for such Defaulted Payment until such time as the entire outstanding balance of such Defaulted Payment is paid in full by (or on behalf of) Buyer to Seller.

ARTICLE II  
PURCHASE AND SALE OF THE PORTFOLIO

2.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Purchase Agreement, at the Closing (a) Seller shall Transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Subject Interest and the Portfolio Company Agreements related thereto to be Transferred at the Closing and (b) Buyer agrees to assume and perform all Obligations associated with the Subject Interest.

2.2 Purchase Price and Adjustments.

(a) The purchase price (the "Purchase Price") for the Subject Interest shall be \$10,431,628 (as such amounts may be adjusted in accordance with this Purchase Agreement). The Purchase Price shall be paid at the Closing in immediately available funds by wire transfer to a bank account designated by Seller.

(b) The Purchase Price shall be (i) increased on a dollar-for-dollar basis by any Capital Contributions made by Seller, on or after the Signing Date but prior to the Closing Date, and (ii) reduced (but not below zero) on a dollar-for-dollar basis by any Proceeds received on or after the Signing Date but prior to the Closing Date.

(c) Schedule 2.2(c) sets forth a description of all Capital Contributions made by Seller and Proceeds received with respect to the Subject Interest on or after the Signing Date. Seller shall deliver to Buyer:

(i) no later than 15 Business Days prior to the Closing Date, Schedule 2.2(c), together with reasonable supporting documentation setting forth a description of all Capital Contributions made by Seller and Proceeds received with respect to the Subject Interest on or after the Signing Date and prior to the date of such Schedule 2.2(c), and the Purchase Price shall be adjusted in accordance with the provisions of Section 2.2(b) to take into account the Capital Contributions and Proceeds included on such Schedule 2.2(c); and

(ii) on the Closing Date (as defined below), a revised Schedule 2.2(c), together with reasonable supporting documentation setting forth an updated description of all Capital Contributions made by Seller and Proceeds received with respect to the Subject Interest on or after the Signing Date and prior to the Closing Date, and the Purchase Price shall be adjusted in accordance with the provisions of Section 2.2(b) to take into account the Capital Contributions made by Seller and Proceeds received with respect to such Subject Interest on or after the date of the updated Schedule delivered pursuant to Section 2.2(c)(i) and prior to the Closing Date.

2.3 Closing. The closing of the purchase of the Subject Interest contemplated by this Purchase Agreement (the "Closing") shall take place at the offices of Kirkland & Ellis LLP, located at 300 North LaSalle in Chicago, Illinois 60654, commencing at 9:00 a.m. local time on the second Business Day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the Closing, as applicable (other than conditions with respect to deliveries the respective Parties will make at the Closing itself, but subject to their satisfaction at the Closing) set forth in Article V and Article VI or such other date as Buyer and Seller may mutually determine (the "Closing Date").

#### 2.4 Delivery and Other Actions.

(a) The Purchase Price shall be paid by Buyer to the bank account designated in writing by Seller at least 2 Business Days prior to the Closing.

(b) At the Closing (i) Seller shall execute, and Seller shall deliver to Buyer, all necessary agreements of Transfer, Assignment Agreements and any other document or instrument reasonably requested or required by Buyer or the Portfolio Company in connection with the consummation of the transactions contemplated to occur at the Closing, (ii) Buyer shall execute and deliver to Seller all necessary joinders, agreements of Transfer, Assignment Agreements and any other document or instrument reasonably requested or required by Seller or the Portfolio Company in connection with the consummation of the transactions contemplated to occur at the Closing, (iii) Buyer shall assume, perform, discharge and pay, as and when due, all of the Obligations, (iv) Seller shall deliver to Buyer stock certificates or other instruments, if any, evidencing the Subject Interest, in each case endorsed in blank or accompanied by duly executed assignment documents, as applicable and (v) Buyer shall deliver to Seller the Purchase Price.

2.5 Taxes Imposed With Respect to Proceeds. For purposes of this Purchase Agreement, any withholding Taxes attributable to the receipt of any Proceeds received by Seller prior to the Closing shall be considered received by Seller; provided, that the following withholding Taxes shall not be considered received or deemed received with respect to any amounts that would otherwise be considered Proceeds and hence shall be excluded from the amount of Proceeds received or deemed received: (a) any withholding Taxes imposed on distributions, dividends, interest and similar payments received by, or made or (pursuant to a Portfolio Company Agreement) deemed made with respect to the Subject Interest (excluding, for the avoidance of doubt, Proceeds from a sale or other disposition of the Subject Interest) and (b)

with respect to Proceeds received on or prior to the Closing Date, any withholding Taxes attributable to the excess of such Proceeds over the allocated Purchase Price with respect to the Subject Interest, as adjusted pursuant to Section 2.2(b) on the later of (i) the Signing Date and (ii) immediately prior to the transaction giving rise to such Proceeds.

ARTICLE III  
PRE-CLOSING COVENANTS

3.1 Cooperation. Each of the Parties will cooperate and use all commercially reasonable efforts to execute and deliver such additional documents, certificates and instruments, to perform such additional acts and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper, advisable or appropriate hereunder and under applicable Law to consummate the transactions contemplated hereby, including, without limitation, (a) such actions reasonably necessary to consummate the transactions contemplated hereby at the Closing (including all actions contemplated by Section 2.4), (b) such actions as reasonably necessary on a post-Closing basis re-title and re-issue in the name of Buyer (or its subsidiaries) the Subject Interest, if applicable, (c) satisfaction, but not waiver, of the Closing conditions as applicable set forth in Article V and Article VI, and (d) furnishing any information or performing any action reasonably requested by the other Party (and/or, in the case of Buyer, requested by the Portfolio Company) that does not adversely affect such Party.

3.2 Exclusivity. Prior to the Closing Date and the date on which this Purchase Agreement is terminated pursuant to Article VIII, Seller shall not, and shall not permit any of its Representatives or any employees of Bank of America Corporation's Global Principal Investment Group to, directly or indirectly, initiate, discuss or continue to discuss, approve, or enter into a transaction with, or provide any information to, any Person regarding any potential sale, assignment, transfer or other disposition (including of a beneficial or economic interest) of all or any portion of the Subject Interest (each such transaction similar in nature to the transactions contemplated by this Purchase Agreement being referred to herein as an "Alternative Transaction"), other than:

- (a) discussions and/or a transaction with Buyer, Buyer's limited partners and their respective Affiliates,
- (b) discussions by and among Seller and its Affiliates; provided that such discussions may not involve consideration of a potential Alternative Transaction in favor of an acquisition of the Subject Interest by an Affiliate of Seller,
- (c) discussions with current employees of Seller or its Affiliates who are to become members or employees of the Investment Manager and/or the employees of the Portfolio Companies regarding the transactions contemplated hereby and/or the Portfolio,
- (d) discussions and transactions as required by and in compliance with the terms of any agreements to which any Seller is party with any Portfolio Company or with any other holder of securities of any Portfolio Company, and
- (e) discussions with Representatives of the foregoing persons and entities described in foregoing clauses (a) through (c).

Notwithstanding the foregoing, nothing contained herein shall limit or prevent (i) Seller from responding to any inquiries or proposals from any third party regarding the Subject Interest, solely for the purposes of indicating to such third party that Seller is bound by exclusivity obligations (without specifying any further details of such exclusivity obligations, including the duration or expiration thereof); provided, that Seller provides Buyer with prompt notice of any written inquiries or proposals received by Seller, (ii) any commercial banking or investment banking activities of Seller or any Affiliates of Seller with respect to the Portfolio Company (and not, for the avoidance of doubt, with respect to Seller's ownership interests in the underlying Subject Interest specifically) or (iii) Seller from taking any actions with respect to any securities of the Portfolio Company that are not Subject Interests.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the Signing Date as follows:

(a) Organization and Authorization. Seller is an entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Seller has the requisite power and authority to enter into, execute and deliver this Purchase Agreement and each of the other Transaction Documents to which it is a party and to perform all of the obligations to be performed by it hereunder and thereunder. This Purchase Agreement has been, and each of the other Transaction Documents to which Seller is a party will have been at the Closing, duly authorized, executed and delivered by Seller, and this Purchase Agreement constitutes, and each of the other Transaction Documents to which it is a party will constitute at the Closing, its valid and binding obligation, enforceable against it in accordance with its respective terms.

(b) Portfolio Company Agreements. Schedule 4.1(b) sets forth a list of each of the Portfolio Company Agreements to which Seller is a party (including any amendments and, to the extent in a Seller's possession, any schedules thereto). Seller has made available to Buyer copies of all of the Portfolio Company Agreements described in the preceding sentence.

4.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller, as of the Signing Date, as follows:

(a) Organization and Authorization. Buyer is an entity duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation. Buyer has the requisite power and authority to enter into, execute and deliver this Purchase Agreement and each of the Transaction Documents to which it is a party and to perform all of the obligations to be performed by it hereunder and thereunder. This Purchase Agreement has been, and each of the other Transaction Documents to which it is a party will have been at Closing, duly authorized, executed and delivered by Buyer. This Purchase Agreement constitutes, and each of the other Transaction Documents to which it is a party will constitute at the Closing, a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms.

ARTICLE V  
CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER

The obligation of Buyer and Seller to consummate the transactions contemplated by this Purchase Agreement at the Closing are subject to the satisfaction or waiver (by both Buyer and Seller) of each of the following conditions as of such Closing:

5.1 Legal Proceedings. At the Closing:

(a) No applicable Law shall prohibit the consummation of the transactions contemplated hereby.

(b) There shall not have been instituted or pending any action or proceeding by any Governmental Authority challenging or seeking to make illegal or to restrain or prohibit the consummation of the transactions contemplated hereby.

5.2 Asia Purchase Agreement. At the Closing, the conditions to Closing (as defined in the Asia Purchase Agreement) in Article VII and VIII of the Asia Purchase Agreement shall have been satisfied or otherwise waived by the applicable parties thereto and the Closing shall be occurring simultaneously with the Closing hereunder.

5.3 Actions and Notices. At or prior to the Closing, the actions and notices set forth on Schedule 5.3 shall have been taken or given.

If the Closing occurs, all closing conditions thereto set forth in Article V which have not been fully satisfied as of the Closing shall (to the extent disclosed to Seller in a closing certificate delivered by Buyer or to Buyer in a closing certificate delivered by Seller) be deemed to have been waived by Seller and Buyer for all purposes of this Purchase Agreement.

ARTICLE VI  
ADDITIONAL CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Purchase Agreement at the Closing are also subject to the satisfaction or waiver of the following conditions as of the Closing:

6.1 FIRPTA. Seller shall have caused to be delivered to the Buyers a certificate complying with the Code and the Treasury Regulations, in form and substance required under the Treasury Regulations issued pursuant to Code Section 1445 and executed under penalties of perjury, certifying that Seller (or its owner, if Seller is a disregarded entity for U.S. federal income tax purposes) is not a “foreign person” as defined in Code Section 1445.

If the Closing occurs, all closing conditions thereto set forth in Article VI which have not been fully satisfied as of the Closing shall (to the extent disclosed to Buyer in a closing certificate delivered by Seller) be deemed to have been waived by Buyer for all purposes of this Purchase Agreement.

ARTICLE VII  
SURVIVAL AND REMEDIES

7.1 Survival and Remedies. All representations and warranties of, and all covenants and agreements made or performed or to be performed or complied with by, any Person contained herein, and all rights to bring any claims in respect of any breach of any such representation, warranty, covenant or agreement contained in this Purchase Agreement, shall expire at Closing and Buyer and Seller each agree that no Party shall have any further rights hereunder with respect to any such breach following the Closing; provided, that the rights and obligations of the parties under the Asia Purchase Agreement, including those set forth in Article X thereof, shall survive the Closing.

ARTICLE VIII  
TERMINATION

8.1 Termination. This Purchase Agreement may be terminated and the transactions contemplated by it abandoned at any time prior to the Closing:

- (a) automatically in the event that Seller Representative (as defined in the Asia Purchase Agreement) designates the Subject Interest as an Excluded Interest (as defined in the Asia Purchase Agreement) under Section 8.1(a)(iii)(A) of the Asia Purchase Agreement;
- (b) by mutual written agreement by Buyer and Seller; or
- (c) by either Buyer or Seller, if the Asia Purchase Agreement is terminated pursuant to its terms.

The Party desiring to terminate this Purchase Agreement pursuant to this Section 8.1 (other than pursuant to Section 8.1(a)) shall give notice of such termination to the other Party.

8.2 Effect of Termination. In the event of termination of this Purchase Agreement pursuant to Section 8.1, the provisions of this Purchase Agreement shall immediately become void and of no further force and effect (other than the provisions of Sections 1.1 (Definitions), this Section 8.2 (Effect of Termination), and Article IX (Miscellaneous), each of which shall survive the termination of this Purchase Agreement), and there shall be no liability on the part of any Party, or any of their respective Affiliates or Representatives.

ARTICLE IX  
MISCELLANEOUS

9.1 Expenses. Except as otherwise specifically provided for herein, all fees and expenses (including all fees of counsel, accountants, advisors, finders, and brokers retained by a Party) incurred in connection with this Purchase Agreement and the transactions contemplated hereunder (including any fees and expenses incurred in connection with the preparation of any notices and regulatory filings required in connection therewith), shall be borne by the Party incurring the same.

9.2 Notices. All notices, requests, demands and other communications required or permitted under this Purchase Agreement shall be in writing and shall be deemed to have been duly given and received when delivered by hand or courier, when received by facsimile transmission, electronic mail or other electronic transmission, or three (3) Business Days after the date when posted by air mail, with postage prepaid, addressed as specified in Schedule 9.2:

9.3 Assignment. This Purchase Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Purchase Agreement may not be assigned by any Party without the prior written consent of each of the other Parties hereto; provided, that Buyer may assign its rights to acquire the Subject Interest hereunder to any Affiliate of Buyer to the extent contemplated by the Asia Purchase Agreement, provided that Buyer remains obligated for the payment of the Purchase Price hereunder.

9.4 Governing Law. This Purchase Agreement and the legal relations among the Parties shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof (other than the New York General Obligations Law 5-1401).

9.5 Counterparts. This Purchase Agreement may be executed in multiple counterparts (including by means of facsimile or portable document format (.pdf) signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument. This Purchase Agreement, to the extent signed and delivered by means of a facsimile machine, electronic mail or other electronic transmission, shall be treated in all respects as an original contract and shall have the same binding legal effects as if it were the original signed version thereof delivered in person.

9.6 Specific Performance. Each of the Parties to this Purchase Agreement acknowledges and agrees that irreparable damage would occur in the event that any of the provisions of this Purchase Agreement were not performed by such Party in accordance with their specific terms or were otherwise breached by such Party, that the other Parties to this Purchase Agreement will have no adequate remedy at law and that monetary damages would not be a sufficient remedy for any such failure or breach. Accordingly, each Party hereto shall be entitled, in addition to any other rights such Party may have (whether at law, in equity or by contract), to specific performance of the terms of this Purchase Agreement, including, without limitation, an injunction or injunctions to specifically enforce the terms and provisions hereof in any court of competent jurisdiction described in Section 9.7, without the necessity of posting any bond or other security and without the necessity of establishing that monetary damages would not be an adequate remedy.

9.7 Consent to Jurisdiction. Any and all legal actions and proceedings by a Party hereto concerning, relating to, or arising out of this Purchase Agreement or any of the other Transaction Documents or its enforcement shall be submitted to the exclusive jurisdiction of United States federal courts sitting in New York City, New York or any New York State court sitting in New York City, New York. Each of the Parties hereto hereby consents and submits to the jurisdiction of the aforesaid courts and waives and agrees not to plead or claim, in any legal

action or proceeding with respect to this Purchase Agreement or any of the other Transaction Documents or its enforcement brought in any of the aforesaid courts, that any such court lacks jurisdiction over such Party, that venue before any such court is improper, that any such court is an inconvenient forum, or that such legal action or proceeding should be transferred from any such court for any other reason. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that the party listed on Schedule 9.7 is such Party's duly appointed, authorized agent for service of process in connection with any and all legal actions and proceedings arising under this Purchase Agreement or any of the other Transaction Documents and Buyer and Seller agree to maintain such appointments until the 30-month anniversary of the Closing Date; provided, that Buyer and Seller may, upon at least ten (10) Business Days' prior written notice to the other Parties hereto, change the identity of its authorized agent for service of process in connection with any such legal actions and proceedings arising under this Purchase Agreement or any of the Transaction Documents.

9.8 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.9 Interpretation. The headings of the sections and subsections of this Purchase Agreement are inserted for convenience only and shall not constitute a part of or affect in any way the meaning or interpretation of this Purchase Agreement. When a reference is made in this Purchase Agreement to sections, subsections, clauses, Schedules or Exhibits, such reference shall be to a section, subsection, clause, Schedule or Exhibit to this Purchase Agreement unless otherwise indicated. The words "include," "includes" and "including" when used in this Purchase Agreement shall be deemed in each case to be followed by the words "without limitation." Unless otherwise specified, any reference to "knowledge" herein shall mean actual knowledge without any duty of inquiry or investigation. Defined terms used in this Purchase Agreement shall have the same meaning whether defined or used herein in the singular or the plural, as the case may be.

9.10 Entire Agreement. This Purchase Agreement, including the Schedules and Exhibits hereto, the other Transaction Documents, and the Asia Purchase Agreement, together with the other agreements, documents and certificates delivered pursuant to the terms of this Purchase Agreement, the other Transaction Documents and the Asia Purchase Agreement contain the complete agreement among the Parties hereto and supersede any prior understandings, agreements and representations by or among the Parties, whether written or oral, which may have related to the subject matter hereof in any way.

9.11 Amendment; Waiver. This Purchase Agreement may be amended only by a written instrument executed by Seller and Buyer provided, however, the schedules to this Purchase Agreement may be unilaterally amended or updated by a Party to the extent such amendment or update by such Party is specifically contemplated by this Purchase Agreement or to conform to any schedule in the Asian Purchase Agreement applicable to such party's representations and warranties therein. Except as otherwise specifically contemplated by this Purchase Agreement or the Asia Purchase Agreement, any failure of Buyer to comply with any obligation, agreement or condition under this Purchase Agreement may only be waived in



writing by Seller, and any such failure by Seller may only be waived in writing by Buyer, but any such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default, and no failure or delay to enforce, or partial enforcement of, any provision hereof shall operate as a waiver of such provision or of any other provision.

9.12 Third Parties. Except as specifically set forth or referred to in this Purchase Agreement, nothing in this Purchase Agreement, expressed or implied, is intended, or shall be construed, to confer upon or give to any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Purchase Agreement.

9.13 Publicity. Except as may otherwise be required by applicable Law, no public statement (including by electronic mail transmission), press release or similar publicity release concerning this Purchase Agreement or the transactions contemplated by this Purchase Agreement shall be made by Seller without the prior written consent of Buyer or by Buyer without the prior written consent of Seller.

9.14 Transferability. If the Transfer of any portion of the Subject Interest would require the consent of any other party under a Portfolio Company Agreement, then this Purchase Agreement shall not constitute a contract to Transfer such Subject Interest, or such portion thereof, until such time as such consent has been received to the extent that an attempted Transfer without such consent would (a) constitute a breach of the relevant Portfolio Company Agreement, (b) create rights in others not desired by Seller or Buyer, or (c) create rights in third parties against Seller.

9.15 Resolution of Conflicts. The Parties hereto agree and acknowledge that to the extent any terms and provisions of this Purchase Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other Transaction Document, or any other agreement, document or instrument contemplated hereby, this Purchase Agreement shall govern and prevail.

9.16 No Presumption Regarding Drafting. Each Party hereto acknowledges that it has reviewed this Purchase Agreement prior to its execution and that changes were made to this Purchase Agreement based upon its comments. If any disputes arise with respect to the interpretation of any provision of this Purchase Agreement, the provision shall be deemed to have been drafted by all of the Parties and shall not be construed against any Party on the basis that the Party was responsible for drafting that provision.

9.17 Severability. If any term, provision, agreement, covenant or restriction of this Purchase Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void, or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Purchase Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party hereto. Upon such a determination, the Parties shall negotiate in good faith to modify this Purchase Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

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9.18 Miscellaneous. For purposes of this Purchase Agreement, a document (or signature page thereto) signed and transmitted by facsimile, telecopier, electronic mail or electronically transmitted “.pdf” format is to be treated as an original document. The signature of any Party on such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any facsimile, telecopy or electronically mailed document shall be re-executed in original form by the Parties who executed the facsimile, telecopy or electronically mailed document. No Party may raise the use of a facsimile, telecopier, electronic mail or electronically transmitted “.pdf” format, or the fact that any signature was transmitted through the use of a facsimile, telecopier, electronic mail or electronically transmitted “.pdf” format as a defense to the enforcement of this Purchase Agreement or any amendment or other document executed and delivered pursuant to this Purchase Agreement and each Party hereby forever waives any such defense.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement, acting by their duly authorized agents, as of the date first above written.

**NEWQUEST ASIA FUND I, L.P.**

By: Marvin Holdings GP Limited,  
its general partner

By: /s/ Jason Sambanju

Name: Jason Sambanju  
Title: Director

By: /s/ Brett A. Gordon

Name: Brett A. Gordon  
Title: Director

By: /s/ Alex Sao-Wei Lee

Name: Alex Sao-Wei Lee  
Title: Director

By: /s/ André Aubert

Name: André Aubert  
Title: Director

[SIGNATURE PAGE TO SHENGKAI PURCHASE AND SALE AGREEMENT]

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IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement, acting by their duly authorized agents, as of the date first above written.

SELLER:

BLUE RIDGE INVESTMENTS LLC

By /s/ Jeffrey Atkins

Name: Jeffrey Atkins

Its: Managing Director

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

JOINT FILING UNDERTAKING

The undersigned, being duly authorized thereunto, hereby execute this agreement as an exhibit to this Schedule 13D to evidence the agreement of the below-named parties, in accordance with the rules promulgated pursuant to the Securities Exchange Act of 1934, to file this Schedule jointly on behalf of each such party.

The execution and filing of this agreement shall not be construed as an admission that the below-named parties are a group, or have agreed to act as a group.

Dated: February 14, 2011

Bank of America Corporation

By: /s/ Jeffrey M. Atkins  
Name: Jeffrey M. Atkins  
Its: Managing Director

Blue Ridge Investments, L.L.C.

By: /s/ Jeffrey M. Atkins  
Name: Jeffrey M. Atkins  
Its: Managing Director