

YEW BIO-PHARM GROUP, INC.

FORM 8-K (Current report filing)

Filed 07/24/12 for the Period Ending 07/18/12

Address	294 POWERBILT AVENUE LAS VEGAS, NV 89148
Telephone	86-0451-82292379
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 18, 2012

Yew Bio-Pharm Group, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other Jurisdiction of
Incorporation)

000-54701
(Commission
File Number)

26-1579105
(IRS Employer
Identification No.)

294 Powerbilt Avenue, Las Vegas, Nevada
(Address of Principal Executive Offices)

89148
(Zip Code)

Registrant's telephone number, including area code: (702) 487-6727

Not Applicable

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On July 18, 2012, Harbin Yew Science and Technology Development Co., Ltd. (“HDS”), the operating variable interest entity of Yew Bio-Pharm Group, Inc. (the “Company”), entered into a land use agreement (the “Fuye Field Agreement”) with an individual in the People’s Republic of China (“PRC”).

Pursuant to the Fuye Field Agreement, HDS will lease 117.5 mu (approximately 19.6 acres) located at Fuye Field, Beizhao Village, Hongxing Town, A’cheng District in Helongjiang Province, PRC. The term of the agreement is 16 years, through March 2028. During the term of the Fuye Field Agreement, HDS has the right to develop the property for the production of yew trees. In addition, HDS has acquired a building and more than 80,000 trees – which are not yew trees — located on the property.

Payments to be made by the Company under the Fuye Field Agreement total RMB 15,002,300, payable as follows:

- RMB 6,300,000 upon receipt by HDS of all related supporting documents and materials on the ownership and land use right of the property
- RMB 3,700,000 on December 25, 2012
- RMB 5,002,300 on or before December 25, 2013.

The Company prepaid the first installment of RMB 6,300,000 on or about June 20, 2012 and presently expects to be able to make the additional payments required by the Fuye Field Agreement from cash-on-hand and net cash flow from operations.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Forest Transfer Contract for Fuye Field Beizhao Village Hongxing Town Acheng District dated July 18, 2012 by and between Huazhong Liu and Harbin Yew Science and Technology Development Co., Ltd.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

July 24, 2012

YEW BIO-PHARM GROUP, INC.

By: /s/ Zhiguo Wang
Zhiguo Wang
President

Forest Transfer Contract for Fuye Field Beizhao Village Hongxing

Town Acheng District

Party A(Transferor): Huazhong Liu

ID No.: 239005197612050717

Party B(Transferee): Harbin Yew Science and Technology Development Co., Ltd.

Legal Representative: Zhiguo Wang

Article One : The content of transfer

1. The ownership and land use right of the forest (approximately 117.5 mu) located at Fuye Field Beizhao Village Hongxing Town Acheng District shall be transferred to Party B starting on the signing date of this contract (the layout and seedlings detailed statements are attached).
2. Party B has the right to develop and utilize the over 100 years old natural spring located in Fuye Filed
3. The 160 square meters building (including office, dormitory and garage) on the forest land is transferred to Party B.

Article Two : Contract Price and Payment

Based on the appraisal report issued by Harbin Jincheng Asset Appraisal Firm dated June 26, 2012, the total asset is appraised at RMB 15,002,300 (of which the forest, land, premises and the natural spring are appraised at RMB 14,060,500, RMB 416,000, RMB 153,600 and RMB 372,200, respectively).

Payment: Party B shall pay Party A RMB 6.3 million after Party B receives all the related supporting documents and materials on the ownership and land use right of the forest from Party A.

Party A shall pay RMB 3.7 million on December 25, 2012.

Pay Party A RMB 5.0023 million before December 25, 2013.

Article Three : Term of Contract

The term of contract shall be 16 years, starting from June 2012 to March 2028.

Article Four : The Boundary of the Land

The south reaches the state-owned forest, east to the state-owned forest, west to state-owned forest, and north to state-owned forest.

Article Five : Right and Obligations of both Parties

1. After the expiration of the contract, Party B shall have the independent right to dispose the fixed assets and have the priority right to renew the contract under the same conditions.

2. After the expiration of contract, Party B shall continue to pay the land-use right fee for the land that occupied by the fixed assets invested by Party B and continue to use it in accordance to the related national regulations.

3. Party A shall Party B to apply for the forest ownership certificate.

4. After the transfer, Party B has the land use right of the forest and the ownership of the trees planted on the forest land.

5. Party A shall transfer all the rights obtained under the 1998 contract (signed by Huazhong Liu and Beizhao village) to Party B.

Article Six : Both Parties will negotiate settlement of the unaccomplished matters in this agreement.

This Contract shall become effective after both Parties sign it. If one party breaches the contract, the default party should compensate the other party's economic loss (1% of the total price).

This Contract is executed in two counterparts, one for Party A and one for Party B.

Party A: Huazhong Liu

Legal Representative: /s/ Huazhong Liu

Party B: Harbin Yew Science and Technology Development Co., Ltd.

Legal Representative: /s/ Zhiguo Wang

(The graph of the contracted forestland is attached)

The Seedlings' List of 120 Mu Land of Fuye Field Beizhao Village Hongxing Town

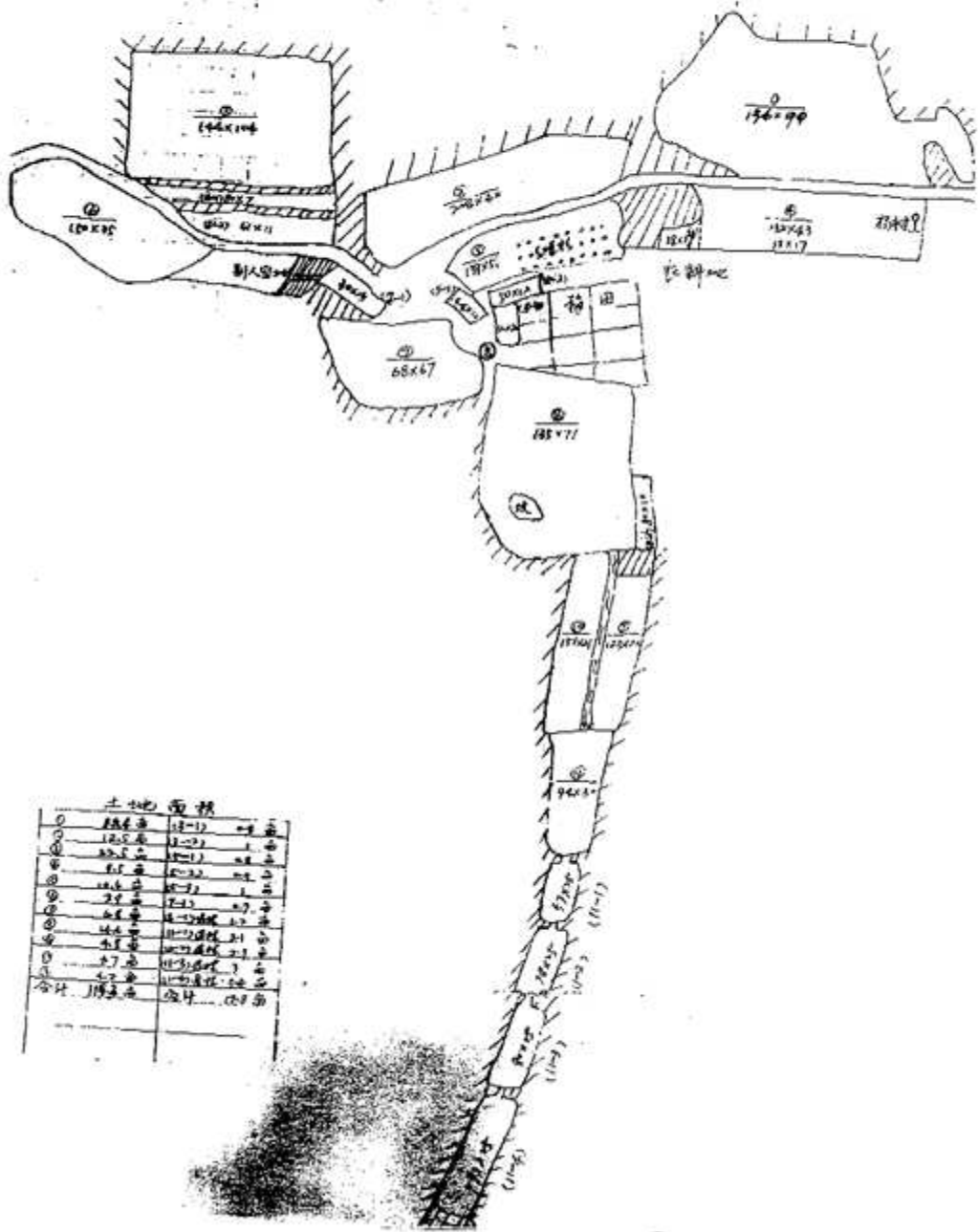
No.	Mu	Year	Name of trees	Norms(meter)	Trees' Amount
1	18	2003	Larix	3.0-5.0	6,200
		2003	Spruce	1.5-2.5	2,000
2	12.5	2006	Spruce	0.8-1.2	15,120
		2006	Poplar	2.0-2.5	1,500
3	25	2003	Larix	3.0-5.0	7,500
4	10	2003	Larix	3.0-5.0	1,760
		2003	Spruce	1.5-2.5	2,000
5	10.6	2006	Spruce	0.8-1.2	12,600
6	7.9	2006	Spruce	0.8-1.2	2,500
		2006	Poplar	2.0-2.5	1,100
7	6.8	2010	Larix	0.3-0.5	2,000
8	7.2	2010	Larix	0.3-0.5	920
		2010	Poplar	1.5-2.0	1,080
9	4.5	2003	Larix	3.0-5.0	1,600
10	15	2003	Spruce	1.5-2.5	22,500
Total	117.5				80,380

The Village Committee of Beizhao Village Hongxing Town Acheng District (Seal)

Forestry Station of Hongxing Town Acheng District(Seal)

June 14, 2012

紅岩水坑村副地場平面圖



土地面積

①	144 畝	(14-1)	144 畝
②	120 畝	(12-2)	120 畝
③	146 畝	(14-6)	146 畝
④	132 畝	(13-2)	132 畝
⑤	11 畝	(11-1)	11 畝
⑥	68 畝	(68-67)	68 畝
⑦	185 畝	(18-5)	185 畝
⑧	117 畝	(11-7)	117 畝
⑨	122 畝	(12-2)	122 畝
⑩	96 畝	(9-6)	96 畝
⑪	57 畝	(5-7)	57 畝
合計	1193 畝	合計	1193 畝