

CORDLIFE GROUP LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration Number: 200102883E)

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that an Extraordinary General Meeting of Cordlife Group Limited (the "**Company**") will be held at Auditorium 302, Level 3, NTU@one-north Executive Centre, 11 Slim Barracks Rise (off North Buona Vista Road), Singapore 138664 on Monday, 14 September 2015 at 3 p.m. for the purpose of considering and, if thought fit, passing with or without modifications, the following resolution which will be proposed as an ordinary resolution.

*All references to the Circular in this Notice of Extraordinary General Meeting shall mean the Company's Circular to Shareholders dated 26 August 2015 (the "**Circular**"). All capitalised terms not otherwise defined herein shall have the meanings given to them in the Circular.*

ORDINARY RESOLUTION – THE PROPOSED DISPOSAL

THAT pursuant to Chapter 10 of the Listing Manual, approval be and is hereby given for:

- (a) the proposed disposal on the terms and subject to the conditions set out in the conditional purchase agreement dated 8 May 2015 with Golden Meditech Holdings Limited (the "**Purchaser**"), pursuant to which the Company has agreed to sell and the Purchaser has agreed to purchase from the Company 7,314,015 ordinary shares of par value US\$0.0001 per share in China Cord Blood Corporation and a 7% senior unsecured convertible note due 3 October 2017 issued by China Cord Blood Corporation to the Company in the principal amount of US\$25,000,000 (the "**Proposed Disposal**"), the principal terms of which are set out in the Circular; and
- (b) the board of directors or any of them to complete and do all such acts and things (including without limitation, to execute all such documents and to approve any amendments, alteration or modification to any documents) as the board of directors or any of them may consider necessary, desirable or expedient to give effect to the Proposed Disposal and this ordinary resolution.

By Order of the Board

Yee Pinh Jeremy
Executive Director and Chief Executive Officer
26 August 2015

Notes:

1. A member entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote instead of him. A proxy need not be a member of the Company.
2. Where a member appoints more than one proxy, the appointment shall be invalid unless he/she specifies the proportion of his/her shareholding to be represented by each proxy.
3. The instrument appointing a proxy or proxies must be under the hand of the appointor or by his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
4. The instrument appointing a proxy must be deposited at the Company's Share Registrar, Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd) either by hand at 80 Robinson Road, #11-02, Singapore 068898 or by post at 80 Robinson Road, #02-00, Singapore 068898, not less than forty-eight (48) hours before the time for holding the Extraordinary General Meeting.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the Extraordinary General Meeting and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting, and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.