

**CORDLIFE GROUP LIMITED**  
(Company Registration No.: 200102883E)  
(Incorporated in the Republic of Singapore)

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**ACQUISITION OF 7% SENIOR CONVERTIBLE NOTE ISSUED BY CHINA CORD BLOOD CORPORATION**

- (A) **ENTRY INTO DEFINITIVE DOCUMENTATION FOR A LOAN OF UP TO S\$120,000,000**
  - (B) **ENTRY INTO SECURITY AGREEMENT AND ACCOUNTS CHARGE WITH MAGNUM OPUS INTERNATIONAL HOLDINGS LIMITED**
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**1. INTRODUCTION**

The Board of Directors (the "**Board**") of Cordlife Group Limited (the "**Company**") refers to the Company's announcements on 25 August 2014 and 10 September 2014 (the "**Previous Announcements**") in relation to the acquisition by the Company and Magnum Opus International Holdings Limited ("**Magnum**") of a 7% senior convertible note due 3 October 2017 issued by China Cord Blood Corporation ("**CCBC**") to Golden Meditech Holdings Limited (the "**Vendor**") in the principal amount of US\$50 million (respectively, the "**CGL Acquisition**" and the "**Magnum Acquisition**"), as well as the entry by the Company and Magnum into a facility agreement (the "**Facility Agreement**") pursuant to which the Company will lend Magnum funds in an aggregate amount of up to US\$46,500,000.

Capitalised terms not otherwise defined in this announcement shall bear the same meanings as ascribed to them in the Previous Announcements.

Further to the Previous Announcements, the Board is pleased to announce that the Company has, pursuant to a letter of offer (the "**Letter of Offer**") dated 30 July 2014 from Malayan Banking Berhad ("**Maybank**") for a loan of up to S\$120,000,000 (the "**Term Loan**"), entered into definitive documents comprising an assignment of contracts and proceeds (the "**Assignment**") with Maybank in respect of the Term Loan. The Company may utilise the Term Loan, as well as internal funds, to finance the CGL Acquisition and the Facility Agreement.

In accordance with the terms of the Facility Agreement, the Company has today also entered into a security agreement (the "**Security Agreement**") and an accounts charge (the "**Accounts Charge**") with Magnum to secure the obligations of Magnum under the Facility Agreement.

**2. THE TERM LOAN AND THE ASSIGNMENT**

**2.1 Terms of the Term Loan**

The Term Loan will be for a term of six (6) months from the date of first drawdown of the Term Loan. Interest is payable on the amount of the Term Loan drawn down at the end of each interest period, at an interest rate of 2.5% per annum above the Singapore Interbank Offered Rate for an interest period of three (3) or six (6) months, with the first interest period commencing on the disbursement date of the Term Loan. A non-refundable facility fee of

S\$600,000 (being 0.5% of the Term Loan) has been paid by the Company on 5 September 2014.

The availability of the Term Loan is conditional upon, *inter alia*, the establishment by the Company of a debt issuance programme prior to the first drawdown of the Term Loan, and in connection therewith, the Company established a S\$500,000,000 Multicurrency Debt Issuance Programme (the "**Programme**") on 14 October 2014. The Term Loan and all monies owing by the Company are to be secured by the Assignment. The first drawdown of the Term Loan is to be made by 25 November 2014, being the date falling three (3) months from the date of acceptance of the Letter of Offer, or such later date as Maybank may agree in its absolute discretion, subject to the completion of all legal documentation.

The Company shall repay the Term Loan in one (1) lump sum on the date falling six (6) months from the date of drawdown of the Term Loan, or five (5) business days following the receipt of the Notes Proceeds (as defined below), whichever is earlier.

## 2.2 Terms of the Assignment

The availability of the Term Loan is conditional upon, *inter alia*, the execution of definitive legal documentation in respect of the Term Loan. In this regard, the Company has today entered into the Assignment with Maybank, pursuant to which the Company has assigned and agreed to assign absolutely to Maybank all its present and future right, title and interest in and to:

- (a) all proceeds (the "**Notes Proceeds**") arising from all issues of the notes issued or to be issued under the Programme in one or more series or tranches arranged by Maybank Kim Eng Securities Pte. Ltd. within the period of 180 days commencing on the date of first utilisation of the Term Loan (excluding any such notes issued at any time after the aggregate principal of notes so issued first exceeds S\$120,000,000) (the "**Relevant Notes**") and related rights (the "**Related Rights**");
- (b) each subscription agreement, and all other agreements, contracts, terms and conditions and other documents issued or to be issued or entered or to be entered into by or on behalf of the Company from time to time, in relation to or in respect of any Relevant Notes (the "**Assigned Contracts**");
- (c) all other moneys payable to the Company under or in connection with the Assigned Contracts, the Notes Proceeds and the Related Rights; and
- (d) any claims, awards and judgments in favour of the Company, under or in connection with the Assigned Contracts, the Notes Proceeds and the Related Rights.

In connection with the above, the Company has undertaken to Maybank to open and maintain an account in Singapore dollars with Maybank (the "**Subscription Account**"), and to ensure and procure that all Notes Proceeds are paid into the Subscription Account. The Subscription Account, and all amounts (including interest) now or in the future standing to the credit of the Subscription Account, will also be charged in favour of Maybank.

### **3. THE SECURITY AGREEMENT AND THE ACCOUNTS CHARGE**

#### **3.1 Terms of the Security Agreement**

Under the terms of the Security Agreement, Magnum, as security for the payment and performance of its Secured Obligations<sup>1</sup>, has pledged to the Company and granted to the Company a security interest in all of Magnum's right, title and interest in, to and under:

- (a) the 7% senior convertible note due 3 October 2017 in the principal amount of US\$25,000,000 to be issued by CCBC to Magnum in connection with the Magnum Acquisition (the "**Magnum Note**") (including all rights to payment thereunder);
- (b) any shares or other equity securities issued by, or interests in, CCBC, whether certificated or uncertificated, that may be acquired by Magnum pursuant to the Magnum Note (the "**Converted Securities**"), and any and all securities, property, interest, dividends and other payments and distributions issued as an addition to, in redemption of, in renewal or exchange for, in substitution or upon conversion of, or otherwise on account of, the Converted Securities;
- (c) the registration rights agreement dated 3 October 2012 between the Vendor and CCBC in relation to the registration of ordinary shares in the issued share capital of CCBC issued pursuant to the conversion of the Convertible Note with the United States Securities and Exchange Commission, and any claims thereunder;
- (d) any and all cash and non-cash proceeds and supporting obligations of or with respect to any of the foregoing; and
- (e) any and all books and records of Magnum related to the foregoing, in each case whether presently existing or owned or thereafter arising or acquired and wherever located.

#### **3.2 Terms of the Accounts Charge**

Under the terms of the Accounts Charge, Magnum has charged in favour of the Company by way of first fixed charge, and has assigned and agreed to assign absolutely to the Company, free from all liens, charges and other encumbrances:

- (a) the United States dollar denominated account opened or to be opened in the name of Magnum on the books of Maybank and any sub-account(s) opened under such account and any other account or accounts which may replace such account and/or sub-account(s), whether by way of renewal, re-designation, extension or otherwise (and whether replaced by new account numbers or otherwise) (the "**Accounts**");
- (b) all its present and future right, title and interest in or to the Accounts; and
- (c) all amounts (including interest) standing to the credit of the Accounts.

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<sup>1</sup> "Secured Obligations" means the indebtedness, liabilities and other obligations of Magnum to the Company under or in connection with the Facility Agreement, the Security Agreement, the Accounts Charge and any other document designated as a finance document by the Company and Magnum.

By Order of the Board  
**CORDLIFE GROUP LIMITED**

Mr. Yee Pinh Jeremy  
Director  
17 October 2014