

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 18)

China Cord Blood Corporation

(Name of Issuer)

Ordinary Shares, par value \$0.0001 per share

(Title of Class of Securities)

G21107100

(CUSIP Number)

**Yuen Kam
48th Floor, Bank of China Tower
1 Garden Road, Central
Hong Kong S.A.R.
(852) 3605-8180**

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

With a copy to:

**Paul Strecker, Esq.
Shearman & Sterling
12th Floor, Gloucester Tower
The Landmark
15 Queen's Road Central
Hong Kong
(852) 2978 8000**

November 30, 2015

(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), 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).

1	Name of Reporting Persons Golden Meditech Stem Cells (BVI) Company Limited	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" 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 30,681,266
	8	Shared Voting Power 0
	9	Sole Dispositive Power 30,681,266
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 30,681,266	
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) 38.3%	
14	Type of Reporting Person (See Instructions) CO	

1	Name of Reporting Persons Golden Meditech Holdings Limited	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" 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 Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 46,804,301
	8	Shared Voting Power 0
	9	Sole Dispositive Power 46,804,301
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 46,804,301	
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) 52.7%	
14	Type of Reporting Person (See Instructions) CO	

1	Name of Reporting Persons Bio Garden Inc.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" 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 17,645,772
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 17,645,772
11	Aggregate Amount Beneficially Owned by Each Reporting Person 17,645,772	
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) 19.9%	
14	Type of Reporting Person (See Instructions) CO	

1	Name of Reporting Persons Excellent China Healthcare Investment Limited	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" 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 Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 22,903,454
	8	Shared Voting Power 0
	9	Sole Dispositive Power 22,903,454
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 22,903,454	
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) 22.2%	
14	Type of Reporting Person (See Instructions) CO	

1	Name of Reporting Persons Magnum Opus 2 International Holdings Limited	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" 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 22,903,454
	8	Shared Voting Power 0
	9	Sole Dispositive Power 22,903,454
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 22,903,454	
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) 22.2%	
14	Type of Reporting Person (See Instructions) CO	

1	Name of Reporting Persons Yuen Kam	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" 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 Hong Kong S.A.R.	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 32,069,805
	8	Shared Voting Power 17,667,358
	9	Sole Dispositive Power 32,069,805
	10	Shared Dispositive Power 17,667,358
11	Aggregate Amount Beneficially Owned by Each Reporting Person 49,737,163	
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) 41.2%	
14	Type of Reporting Person (See Instructions) IN	

This Amendment No. 18 is being filed jointly by Golden Meditech Stem Cells (BVI) Company Limited (“GM Stem Cells”), Golden Meditech Holdings Limited (“Golden Meditech”), Bio Garden Inc. (“Bio Garden”), Excellent China Healthcare Investment Limited (“ECHIL”), Magnum Opus 2 International Holdings Limited (“MO2”) and Yuen Kam (“Mr. Kam”).

This Amendment No. 18 amends and supplements the statement on Schedule 13D jointly filed with the Securities and Exchange Commission on July 9, 2009 by GM Stem Cells and Golden Meditech, as previously amended and supplemented by amendments to Schedule 13D filed on June 23, 2011, September 30, 2011, April 12, 2012, May 2, 2012, October 4, 2012, July 11, 2013, August 25, 2014, April 27, 2015, May 4, 2015, May 8, 2015, July 27, 2015, August 6, 2015, August 26, 2015, October 26, 2015, November 3, 2015, November 5, 2015 and November 13, 2015 (as so amended, the “Original Schedule 13D”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

Pursuant to a share sale agreement (the “Kam Sale Agreement”), dated as of November 30, 2015, between Mr. Kam and Golden Meditech, Mr. Kam has agreed to sell to Golden Meditech, and Golden Meditech has agreed to purchase from Mr. Kam, 357,331 Ordinary Shares of the Company owned by Mr. Kam (the “Kam Sale Shares”).

The purchase price for the Kam Sale Shares will be the aggregate of (i) the product of (A) US\$6.40 and (B) the total number of the Kam Sale Shares, and (ii) if the Company declares any dividends or other distributions payable to the holders of Ordinary Shares between the date of the Kam Sale Agreement and the date on which completion of the sale of the Kam Sale Shares occurs (the “Kam Sale Completion Date”), the amount per Ordinary Share of such dividends and distributions multiplied by the number of the Kam Sale Shares as of the Kam Sale Completion Date, to the extent that such dividends and distributions shall not have been paid to Mr. Kam prior to the Kam Sale Completion Date.

If the Final Acquisition Price (as defined below) is higher than US\$6.40, Golden Meditech will also pay to Mr. Kam an amount equal to the product of (a) the positive difference between the Final Acquisition Price and US\$6.40 and (b) the number of Kam Sale Shares as of the Kam Sale Completion Date. The “Final Acquisition Price” means the sum of (x) the consideration per Ordinary Share paid to holders of the Ordinary Shares upon completion of the Acquisition (as defined below) pursuant to the definitive agreements of the Acquisition (including any amendments thereto, if any), and (y) the amount per Ordinary Share of all dividends or other distributions payable to the holders of Ordinary Shares declared after the Kam Sale Completion Date and prior to the closing of the Acquisition, if any. The “Acquisition” refers to the proposed acquisition by Golden Meditech or one of its controlled affiliates of the outstanding Ordinary Shares not currently owned by Golden Meditech or its affiliates pursuant to a merger of the Company with a controlled affiliate of Golden Meditech, resulting in a delisting of the Company from the New York Stock Exchange. Golden Meditech intends to fund the purchase price for the Kam Sale Shares by using internal funds or through debt financing sources.

The completion of the sale of the Kam Sale Shares is conditional upon, among other things, Golden Meditech obtaining approval from Golden Meditech’s independent shareholders.

The description of the Kam Sale Agreement in this Item 3 is qualified in its entirety by reference to the complete text of the Kam Sale Agreement, a copy of which is attached hereto as Exhibit 29 and is incorporated by reference in its entirety into this Item 3.

Item 4. Purpose of Transaction.

Item 4 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The description of the Kam Sale Agreement in Item 3 is incorporated herein by reference in its entirety.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety to read as follows:

(a) — (b) The following table sets forth the beneficial ownership of Ordinary Shares of the Company for each of the Reporting Persons as of the date of this Amendment No. 18.

Name	Shares Beneficially Owned	Percentage of Total ⁽¹⁾	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
GM Stem Cells	30,681,266	38.3%	30,681,266	—	30,681,266	—
Golden Meditech ⁽²⁾	46,804,301	52.7%	46,804,301	—	46,804,301	—
Bio Garden ⁽³⁾	17,645,772	19.9%	—	17,645,772	—	17,645,772
ECHIL ⁽⁴⁾	22,903,454	22.2%	22,903,454	—	22,903,454	—
MO2 ⁽⁵⁾	22,903,454	22.2%	22,903,454	—	22,903,454	—
Mr. Kam ⁽⁶⁾	49,737,163	41.2%	32,069,805	17,667,358	32,069,805	17,667,358

(1) As disclosed in the Form 20-F of the Company filed with the SEC on July 31, 2015, the Company had 80,083,248 Ordinary Shares outstanding as of March 31, 2015.

(2) Includes (i) 7,314,015 Ordinary Share held by Golden Meditech, (ii) 30,681,266 Ordinary Shares held by GM Stem Cells and (iii) 8,809,020 Ordinary Shares issuable upon conversion in full of the CGL-GM Note held by Golden Meditech.

(3) Includes 17,645,772 of the 46,804,301 Ordinary Shares beneficially owned by Golden Meditech. Bio Garden beneficially owns 37.7011752% of the ordinary shares of Golden Meditech.

(4) Includes 22,903,454 Ordinary Shares issuable upon conversion in full of the ECHIL Notes.

(5) Includes 22,903,454 Ordinary Shares issuable upon conversion in full of the ECHIL Notes.

(6) Includes (i) 357,331 Ordinary Shares held by Mr. Kam, (ii) 17,667,358 of the 46,804,301 Ordinary Shares beneficially owned by Golden Meditech, (iii) 8,809,020 Ordinary Shares issuable upon conversion in full of the Magnum Note held by Magnum Opus International Holdings Limited, a company wholly owned by Mr. Kam, and (iv) 22,903,454 Ordinary Shares issuable upon conversion in full of the ECHIL Notes. Mr. Kam beneficially owns 37.7472965% of the ordinary shares of Golden Meditech assuming the exercise of vested share options held by Mr. Kam to purchase additional ordinary shares of Golden Meditech.

It is currently estimated that Golden Meditech will acquire beneficial ownership of (i) an additional 22,903,454 Ordinary Shares following the completion of the sale of the ECHIL Notes under

the CN Sale Agreement and assuming conversion into Ordinary Shares of the entire outstanding principal amount of the ECHIL Notes, (ii) an additional 8,809,020 Ordinary Shares following the completion of the sale of the Magnum Note under the Magnum Purchase Agreement and assuming conversion into Ordinary Shares of the entire outstanding principal amount of the Magnum-GM Note, and (iii) an additional 357,331 Ordinary Shares following the completion of the sale of Kam Sale Shares under the Kam Sale Agreement. Accordingly, following the completion of the transactions described in each of (i), (ii) and (iii) above, Golden Meditech will beneficially own an aggregate of 78,874,106 Ordinary Shares, representing approximately 65.4% of the outstanding Ordinary Shares of the Company (based on (a) 80,083,248 Ordinary Shares currently outstanding, (b) the issuance of an additional 22,903,454 Ordinary Shares upon conversion in full of the ECHIL Notes, (c) the issuance of an additional 8,809,020 Ordinary Shares upon conversion in full of the Magnum-GM Note, and (d) the issuance of an additional 8,809,020 Ordinary Shares upon conversion in full of the CGL-GM Note).

Mr. Kam Yu Kong currently owns 282,193 Ordinary Shares and Ms. Ting Zheng currently owns 1,071,994 Ordinary Shares.

Due to the nature of the transactions described in this Schedule 13D, the Reporting Persons may be deemed to be part of a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with each other. Except as disclosed in this Schedule 13D, each Reporting Person hereby expressly disclaims beneficial ownership of any Ordinary Shares beneficially owned by any of the other Reporting Persons or any other person, and does not affirm membership in a “group” (within the meaning of Rule 13(d)-5 of the Exchange Act) with any of the other Reporting Persons or any other person.

The description of the CN Sale Agreement, the Magnum Purchase Agreement and the Kam Sale Agreement in Item 3 is incorporated herein by reference in its entirety.

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

Item 6 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The description of the Kam Sale Agreement in Item 3 is incorporated herein by reference in its entirety.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The following documents are filed as exhibits:

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 29	Kam Sale Agreement, dated as of November 30, 2015, between Mr. Kam and Golden Meditech.

SIGNATURE

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

Dated: November 30, 2015

GOLDEN MEDITECH STEM CELLS (BVI) COMPANY LIMITED

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Director

GOLDEN MEDITECH HOLDINGS LIMITED

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Chairman and Chief Executive Officer

BIO GARDEN INC.

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Director

EXCELLENT CHINA HEALTHCARE INVESTMENT LIMITED

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Director

MAGNUM OPUS 2 INTERNATIONAL HOLDINGS LIMITED

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Director

YUEN KAM

/s/ Yuen Kam

Execution

Share Sale Agreement

Relating to China Cord Blood Corporation

Golden Meditech Holdings Limited (**Purchaser**)

Kam Yuen (**Vendor**)

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Details

Date November 30, 2015

Parties

Name **Golden Meditech Holdings Limited**
Short form name **Purchaser**
Place of incorporation Cayman Islands
Notice details 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong
Facsimile: +852 3605 8181
Attention: Mr. Samuel Kong

Name **Kam Yuen**
Short form name **Vendor**
Notice details 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong
Facsimile: +852 3605 8181

Background

- A The Purchaser is a company listed on the Hong Kong Stock Exchange.
- B The Vendor is the sole legal and beneficial owner of the Sale Shares.
- C The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares in accordance with the terms and conditions of this agreement.

Agreed terms

1. Defined terms and interpretation

1.1 **Defined terms**

In this agreement:

Base Acquisition Price means US\$6.40 per CCBC Share.

Business Day means a day that is not a Saturday, Sunday or public holiday in Hong Kong, or on which a tropical typhoon warning no.8 or above or a 'black' rainstorm warning signal is hoisted in Hong Kong at any time between 9:00am and 5:00pm Hong Kong time.

Business Hours means from 9.00am to 5.00pm on a Business Day.

CCBC means China Cord Blood Corporation, a non-wholly owned subsidiary of the Purchaser incorporated in the Cayman Islands whose shares are listed on the New York Stock Exchange.

CCBC Shares means ordinary share(s) of US\$0.0001 per share in the share capital of CCBC.

CCBC Shares Acquisition means the proposed acquisition by the Purchaser or one of its controlled affiliates of the outstanding CCBC Shares not currently owned by the Purchaser or its controlled affiliates pursuant to a merger of CCBC with a controlled affiliate of the Purchaser, resulting in a delisting of CCBC from the New York Stock Exchange.

Claims means all and any claims (including claims for costs), suits, actions, proceedings, judgments or demands or rights of action at law, in equity or pursuant to any statute, in any jurisdiction, of whatsoever nature, past, present, existing or future and whether the same is currently known or unknown and whether the same relate to any Liability or otherwise.

Completion means completion of the sale and purchase of the Sale Shares in accordance with clause 5.

Completion Date means the date falling on the 7th Business Day following the date on which the last of the Conditions has been fulfilled or such other date as the Vendor and the Purchaser may agree in writing.

Conditions means the conditions to Completion set out in clause 4.1.

Distribution means a dividend or other distribution declared or paid by CCBC to the holders of the CCBC Shares after the date of this agreement.

Encumbrance includes mortgage, charge, lien, restriction against transfer, encumbrance and other third party interest.

Final Acquisition Price means the sum of (i) the consideration per CCBC Share paid to holders of CCBC Shares upon completion of the CCBC Shares Acquisition pursuant to the definitive agreements of the CCBC Shares Acquisition (including any amendments thereto, if any) and (ii) the amount per CCBC Share of all dividends or distributions declared or paid to such holders after the Completion Date and prior to the closing of the CCBC Shares Acquisition.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Hong Kong Listing Rules means the Rules Governing the Listing of Securities of the Hong Kong Stock Exchange.

Hong Kong Stock Exchange means The Stock Exchange of Hong Kong Limited.

Liabilities includes all liabilities (whether actual, contingent or prospective), claims, losses, damages, costs and expenses of whatever description.

Long Stop Date means 29 February 2016 or such other date as the Vendor and the Purchaser may agree from time to time.

Party means the Vendor or the Purchaser and collectively, **Parties** means all of them.

Purchase Price means the part of the purchase price for the Sale Shares to be determined in accordance with clause 3.1.

Sale Shares means an aggregate of 357,331 CCBC Shares solely and beneficially owned by the Vendor.

Securities Act means the U.S. Securities Act of 1933, as amended.

Total Purchase Price means the total purchase price for the acquisition of the Sale Shares by the Purchaser pursuant to this agreement, being the aggregate of (i) the Purchase Price and (ii) the Additional Payment, if applicable.

1.2 Interpretation

In this agreement:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause or paragraph is to a clause or paragraph to this agreement;
- (d) a reference to a document or instrument, includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **US\$, dollar** or **US\$** is to United States dollars, the lawful currency of the United States of America;
- (f) a reference (if any) to **HK\$, dollar** or **\$** is to Hong Kong dollars, the lawful currency of Hong Kong;
- (g) a reference to time is to Hong Kong time;
- (h) a reference to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this agreement or any part of it; and
- (m) if a day on or by which an obligation must be performed or an event will occur is not a Business Day, the obligation will be performed or the event will occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Agreement to sell and purchase

The Vendor, as the sole legal and beneficial owner, agrees to sell to the Purchaser and the Purchaser agrees to buy from the Vendor the Sale Shares:

- (a) for the Total Purchase Price;
- (b) with all rights, including dividend and voting rights, attached or accrued to them on or after the date of this agreement; and
- (c) subject to this agreement.

3. Total Purchase Price

3.1 Total Purchase Price

The Total Purchase Price shall be the aggregate of (i) the Purchase Price and (ii) the Additional Payment, if applicable.

3.2 Purchase Price

The Purchase Price shall be the aggregate of:

- (a) the product of (i) the Base Acquisition Price and (ii) the total number of the Sale Shares as of the Completion Date, being US\$2,286,918 ; and
- (b) if CCBC declares any Distribution between the date of this agreement and the Completion Date, the amount per CCBC Share of such Distribution multiplied by the number of the Sale Shares as of the Completion Date, to the extent that such Distribution shall not have been paid to the Vendor prior to the Completion Date.

3.3 Additional Payment

- (a) The amount of the Additional Payment shall be calculated in accordance with the formula set out below:

(Final Acquisition Price — Base Acquisition Price) x total number of the Sale Shares

- (b) The Additional Payment is applicable only if the Final Acquisition Price is higher than the Base Acquisition Price.

3.4 Payment of the Total Purchase Price

- (a) The Purchase Price must be paid by the Purchaser to the Vendor at Completion in accordance with clauses 5.2(b) and 5.2(c).
- (b) The Additional Payment, if any, must be paid by the Purchaser to the Vendor within 10 Business Days after completion of the CCBC Shares Acquisition and in accordance with clause 5.2(c).

3.5 Tax or Duty

All or any tax or duty (if any) payable on the instrument of transfer relating to the purchase of the Sale Shares must be borne by the Vendor and the Purchaser equally.

4. Conditions precedent

4.1 Conditions

Completion shall be conditional on fulfilment of the conditions set out below on or before 5:00pm on the Long Stop Date:

- (a) compliance by the Purchaser with all applicable requirements under all the applicable laws, rules and regulations, including but not limited to the Hong Kong Listing Rules in relation

to the transactions contemplated under this agreement including but not limited to obtaining the approval from the Purchaser's independent shareholders; and

- (b) all other consents and approvals required by the Purchaser for the transactions contemplated under this agreement being obtained and where any consent or approval is subject to conditions, such conditions being acceptable to the Purchaser.

4.2 Waiver of Conditions

None of the Conditions can be waived by any Party.

4.3 Responsibilities to fulfil Conditions

The Purchaser shall use its best endeavours to fulfil the Conditions.

4.4 Failure of Conditions

If any of the Conditions is not fulfilled by 5:00pm on the Long Stop Date:

- (a) no Party shall be obliged to proceed to Completion;
- (b) the provisions of this agreement, except clauses 1, 6 to 10, 11.4 to 11.8, 11.10, 11.12 and 11.13 which shall remain in full force and effect, shall from such date cease to have any effect; and
- (c) no Party shall have any claim against any of the other Parties, except in respect of:
 - (i) Claims arising out of any antecedent breach of any of the provisions of this agreement; and
 - (ii) Claims arising out of the continuing provisions mentioned in clause 4.4(b) above.

5. Completion

5.1 Time and place

Subject to the fulfilment of the Conditions before 5:00pm on the Long Stop Date, Completion will take place on the Completion Date at the office of the Purchaser at 5:00pm or at such other time and place agreed in writing by the Parties.

5.2 Obligations at Completion

- (a) At Completion, the Vendor must deliver to Purchaser:
 - (i) share certificate(s) for the Sale Shares; and
 - (ii) duly executed instrument of transfer in respect of the Sale Shares in favour of the Purchaser or the Purchaser's nominee(s).
- (b) At Completion, the Purchaser must pay the Purchase Price in cash to the Vendor in accordance with clause 5.2(c).
- (c) The payment of the Purchase Price must be made in cleared funds without any deduction, set off or abatement by way of electronic funds transfer to the bank account as designated by the Vendor in writing at least three Business Days before the Completion Date.

5.3 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of each Party under this agreement are interdependent; and
- (b) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date.

5.4 Failure to comply with the obligations on Completion

Without prejudice to any other remedies available to the Vendor or the Purchaser, if in any respect the provisions of clause 5.2 is not complied with by the Party which is responsible to perform the relevant obligations on the Completion Date, the other Party may:

- (a) defer Completion to a date not more than twenty-eight days after the Completion Date (and so that the provisions of this clause 5 shall apply to Completion as so deferred); or
- (b) rescind this agreement without any Liability whatsoever on the part of the other Party.

6. Representations by the Purchaser

6.1 Representations

The Purchaser represents and warrants to the Vendor that save as otherwise specified, each of the following statements is true and accurate at the date of this agreement and will be true and accurate on the Completion Date:

- (a) it is validly existing under the laws of its place of incorporation or registration;
- (b) it has the corporate power and authority to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement;
- (c) except for the approvals and consents mentioned in clause 4.1, it has taken all necessary actions to authorise its entry into and performance of this agreement and to carry out the transactions contemplated by this agreement;
- (d) its obligations under this agreement are valid and binding and enforceable against it in accordance with their terms; and
- (e) it is not a "U.S. person" or "distributor" (each defined in Rule 902 of Regulation S under the Securities Act) and has not offered or sold, and will not offer or sell, the Sale Shares within the United States or to, or for the account or benefit of, U.S. persons until the date that is forty days after the later of (x) the date when the Sale Shares were first offered to persons other than distributors or (y) the Completion Date.

6.2 Application of representations by the Purchaser

Each of the representations made by the Purchaser under clause 6.1 remains in full force and effect notwithstanding Completion and shall not in any respect be extinguished or affected by Completion or by any other event or matter whatsoever, except by a specific and duly authorised written waiver or release by the Vendor. Completion shall not prejudice any rights of the Vendor which may have accrued hereunder prior to Completion.

7. Representations by the Vendor

7.1 Representations

The Vendor represents and warrants to the Purchaser that each of the following statements is true and accurate at the date of this agreement and will be true and accurate on the Completion Date:

- (a) he is the sole legal and beneficial owner of the Sale Shares;
- (b) the Sale Shares are fully paid and were validly issued;
- (c) the Sale Shares are free from all Encumbrance on the Completion Date;
- (d) he has full capacity and legal right to enter into and perform his obligations under this agreement and to carry out the transactions contemplated by this agreement;
- (e) his obligations under this agreement are valid and binding and enforceable against him in accordance with their terms;

- (f) none of the Vendor or his affiliates, nor any person acting on his or their behalf has made or will make (x) any offer to sell or any solicitation of an offer to sell the Sale Shares to any person located in the United States, or (y) any sale of the Sale Shares unless, at the time the buy order was or will have been originated, the purchaser was outside the United States or it reasonably believes that the purchaser was outside the United States; and
- (g) none of the Vendor or his affiliates, nor any person acting on his or their behalf has engaged in any “directed selling efforts” (as defined in Regulation S under the Securities Act) with respect to the Sale Shares.

7.2 Application of representations by Vendor

Each of the representations made by the Vendor under clause 7.1 remains in full force and effect notwithstanding Completion and shall not in any respect be extinguished or affected by Completion or by any other event or matter whatsoever, except by a specific and duly authorised written waiver or release by the Purchaser. Completion shall not prejudice any rights of the Purchaser which may have accrued hereunder prior to Completion.

8. Confidentiality

A Party may only use confidential information of other Parties for the purposes of this agreement, and shall keep the existence and the terms of this agreement and any confidential information of other Parties confidential except where:

- (a) the information is public knowledge (but not because of a breach of this agreement) or the Party has independently created the information; or
- (b) disclosure is required by law or a competent regulatory body (including a relevant stock exchange); or
- (c) disclosure is made to a person who must know for the purposes of this agreement on the basis that the person keeps the information confidential; or
- (d) disclosure is required by a Party in the normal course of its internal decision making and reporting process on the basis that the person(s) receiving the information keeps it confidential.

9. Publicity

A Party must not make or authorise a press release or public announcement relating to the negotiations of the Parties or the subject matter or provisions of this agreement unless it is required to be made by law or the applicable rules of a recognised stock exchange. So far as is practicable, a Party who is making a press release or public announcement relating to the negotiations of the Parties or the subject matter or provisions of this agreement as required by law or applicable rules of a recognised stock exchange should first obtain the consent of the other Party to the contents of the press release or public announcement.

10. Notices and other communications

10.1 Service of notices

A notice, demand, consent, approval, service of proceedings or other communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, internationally recognised courier service or facsimile to the recipient’s address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

10.2 Effective on receipt

A Notice given in accordance with clause 10.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery; or
- (b) if sent by prepaid post or internationally recognised courier service, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from a place outside Hong Kong); or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

11. Miscellaneous

11.1 Alterations

This agreement may be altered only in writing signed by each Party.

11.2 Approvals and consents

Except where this agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

11.3 Assignment

A Party may only assign this agreement or a right under this agreement with the prior written consent of the other Party.

11.4 Costs

Each Party shall pay its own costs of negotiating, preparing and executing this agreement.

11.5 Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

11.6 Counterparts

This agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

11.7 No merger

The rights and obligations of the Parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

11.8 Entire agreement

This agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

11.9 Further action

Subject to the terms and conditions of this agreement, each of the Parties shall use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or

advisable under applicable laws and regulations, to consummate and give full effect to this agreement and the transactions contemplated by it.

11.10 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

11.11 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy shall be in writing and signed by the Party giving the waiver.

11.12 Relationship

This agreement does not create a relationship of employment, trust, agency or partnership between the Parties.

11.13 Governing law and jurisdiction

This agreement is governed by the substantive law of Hong Kong with the exclusion of its conflict of law provisions and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Hong Kong.

Signing page

EXECUTED as an agreement.

Signed by Yu Kwok Kuen, a director, duly authorised by the board of directors of **Golden Meditech Holdings Limited** for and on its behalf

/s/ Yu Kwok Kuen

Signature(s) of the authorized representative(s) of
Golden Meditech Holdings Limited

/s/ Kam Yuen

Kam Yuen