

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)

China Cord Blood Corporation

(Name of Issuer)

Ordinary Shares, par value \$0.0001

(Title of Class of Securities)

G21107100

(CUSIP Number)

Jeremy Pinh Yee
Cordlife Group Limited
1 Yishun Industrial Street 1, A'Posh Bizhub, #06-01/09
Singapore 768160
Telephone: +65 6238-0808

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

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

With a copy to:

Shirin Tang
Morrison & Foerster LLP
50 Collyer Quay, #12-01 OUE Bayfront
Singapore 049321
Telephone: +65 6922-2000

October 17, 2014

(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(e), 13d-1(f) or 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 Rule 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 Person Cordlife Group Limited	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
3	SEC Use Only	
4	Source of Funds WC	
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 Republic of Singapore	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 16,123,035 (1)
	8	Shared Voting Power 0
	9	Sole Dispositive Power 16,123,035
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 16,123,035	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 19.7% (2)	
14	Type of Reporting Person CO	

(1) Assumes conversion in full of the 7% senior convertible note due 2017 to be acquired by Cordlife (as defined in the Statement (as defined below)).

(2) Based upon 73,003,248 Shares outstanding as of June 30, 2014 as disclosed in China Cord Blood Corporation's report filed on Form 6-K of August 28, 2014. Assumes the issuance of an additional 8,809,020 Shares upon conversion in full of the 7% senior convertible note due 2017 to be acquired by Cordlife.

1	Name of Reporting Person Magnum Opus International Holdings Limited	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
3	SEC Use Only	
4	Source of Funds 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 8,809,020 (1)
	8	Shared Voting Power 0
	9	Sole Dispositive Power 8,809,020
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 8,809,020	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 10.8% (2)	
14	Type of Reporting Person CO	

(1) Assumes conversion in full of the 7% senior convertible note due 2017 to be acquired by Magnum (as defined in the Statement).

(2) Based upon 73,003,248 Shares outstanding as of June 30, 2014 as disclosed in China Cord Blood Corporation's report filed on Form 6-K of August 28, 2014. Assumes the issuance of an additional 8,809,020 Shares upon conversion in full of the 7% senior convertible note due 2017 to be acquired by Magnum.

1	Name of Reporting Person Yuen KAM	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
3	SEC Use Only	
4	Source of Funds 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 9,166,351 (1)
	8	Shared Voting Power 7,782,607 (2)
	9	Sole Dispositive Power 9,166,351
	10	Shared Dispositive Power 7,782,607
11	Aggregate Amount Beneficially Owned by Each Reporting Person 16,948,958	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 20.7% (3)	
14	Type of Reporting Person IN	

(1) Assumes conversion in full of the 7% senior convertible note due 2017 to be acquired by Magnum.

(2) Represents 25.365992% of 30,681,266 Shares that will be beneficially owned by GM (as defined in the Statement) following the cancellation of the GM Note (as described in the Statement). Mr. Kam beneficially owns 25.365992% of the issued ordinary shares of GM, assuming the exercise of his vested share options and warrants.

(3) Based upon 73,003,248 Shares outstanding as of June 30, 2014 as disclosed in China Cord Blood Corporation's report filed on Form 6-K of August 28, 2014. Assumes the issuance of an additional 8,809,020 Shares upon conversion in full of the 7% senior convertible note due 2017 to be acquired by Magnum.

This amendment (this "Amendment") relates to the ordinary shares, par value \$0.0001 per share (the "Shares"), of China Cord Blood Corporation, a Cayman Islands corporation (the "Issuer"). The Issuer's principal executive office is located at 48th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong S.A.R.

This Amendment amends the Items set forth below of the Statement of Beneficial Ownership on Schedule 13D initially filed on August 25, 2014 (the "Statement") with the Securities and Exchange Commission by supplementing the Statement with the information set forth herein.

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

Item 3 of the Statement is hereby amended and supplemented by adding the following at the end thereof:

Under the terms of the security agreement (the "Security Agreement"), Magnum has pledged to Cordlife and granted to Cordlife a security interest all of Magnum's right, title and interest in, to and under (i) the Magnum Note (including all rights to payment thereunder), (ii) any shares, or other equity securities acquired by Magnum pursuant to the Magnum Note (the "Converted Securities"), and any other assets issued on account of the Converted Securities, (iii) the Registration Rights Agreement and any claims thereunder (iv) any cash and non-cash proceeds and supporting obligations with respect to any of the foregoing and (v) any and all books and records of Magnum related to the foregoing.

Under the terms of the accounts charge (the "Accounts Charge"), Magnum has charged in favor of Cordlife by way of first fixed charge, and has assigned to Cordlife (i) the United States dollar denominated account opened or to be opened in the name of Magnum and any sub-accounts opened under such account and any other account or accounts which may replace such account or sub-accounts (the "Accounts"), (ii) all its present and future right, title and interest in or to the Accounts and (iii) all amounts (including interest) standing to the credit of the Accounts.

The above summaries of the Security Agreement and the Accounts Charge do not purport to be complete and are qualified in their entirety by reference to (i) the Security Agreement included as Exhibit 99.6 and (ii) the Accounts Charge included as Exhibit 99.7, and incorporated by reference in their entirety into this Item 3.

Item 5. Interest in Securities of the Issuer.

Pursuant to the exercise of GM warrants and the corresponding issuance of GM's ordinary shares, the disclosures in Item 5 of the Statement regarding Mr. Kam's beneficial ownership of GM's ordinary shares and the Issuer's Shares are hereby amended and restated with the following figures, where applicable:

Mr. Kam currently has beneficial ownership of 12,608,929 Shares, consisting of 357,331 Shares currently directly owned by Mr. Kam and 12,251,598 of the 48,299,307 Shares currently beneficially owned by GM. Mr. Kam may be deemed to have beneficial ownership of 25.365992% of GM's ordinary shares. Pursuant to the acquisition by Magnum of the Magnum Note and upon the cancellation of the GM Note, Mr. Kam will be deemed to have beneficial ownership of 16,948,958 Shares. Mr. Kam will share voting and dispositive power with respect to, and have the indirect ability to receive dividends from and the proceeds from the sale of, 7,782,607 Shares.

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

Item 6 of the Statement is hereby amended and supplemented by adding the following at the end thereof:

As described in Item 3 above, Cordlife and Magnum entered into the Security Agreement and Accounts Charge on October 17, 2014.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Statement is hereby amended and supplemented by adding the following at the end thereof:

The following documents are filed as exhibits:

- 99.6 Security Agreement, dated as of October 17, 2014, between Cordlife Group Limited and Magnum Opus International Holdings Limited
- 99.7 Accounts Charge, dated as of October 17, 2014, between Cordlife Group Limited and Magnum Opus International Holdings Limited

SIGNATURE

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

Dated: October 17, 2014

CORDLIFE GROUP LIMITED

By: /s/ Jeremy Pinh Yee

Name: Jeremy Pinh Yee

Title: Chief Executive Officer

MAGNUM OPUS INTERNATIONAL HOLDINGS LIMITED

By: /s/ Yuen Kam

Name: Yuen Kam

Title: Director

YUEN KAM

By: /s/ Yuen Kam

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
99.6	Security Agreement, dated as of October 17, 2014, between Cordlife Group Limited and Magnum Opus International Holdings Limited
99.7	Accounts Charge, dated as of October 17, 2014, between Cordlife Group Limited and Magnum Opus International Holdings Limited

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of 17 October, 2014, is made between MAGNUM OPUS INTERNATIONAL HOLDINGS LIMITED, a company incorporated in the British Virgin Islands with company number 1828428 and its registered office at Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110, as borrower (the "Borrower"), and CORDLIFE GROUP LIMITED, as lender (the "Lender").

The Borrower and the Lender are parties to a US\$46,500,000 Facility Agreement dated August 25, 2014 (as amended, supplemented, modified, renewed or extended from time to time, the "Facility Agreement"). It is a condition precedent to Utilisation under the Facility Agreement that the Borrower enter into this Agreement and pledge to the Lender the Notes being acquired pursuant to the Acquisition and all proceeds therefrom (including any shares and/or other ownership interests in China Cord Blood Corporation (the "Target") acquired by the Borrower hereafter upon conversion of the Notes), to secure the obligations of the Borrower described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions: Interpretation.

(a) Terms Defined in Facility Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Facility Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"BVI Act" means the BVI Business Companies Act, 2004 (as amended) of the British Virgin Islands.

"Control Agreement" means any control agreement or other agreement with any securities intermediary, bank or other person establishing the Lender's control with respect to any investment property for purposes of Article 8 or Section 9-106 of the UCC.

"Converted Securities" means shares or other equity securities issued by, or interests in, the Target, whether certificated or uncertificated, hereafter acquired by the Borrower pursuant to the Notes.

"Exchange Act" means the Securities Exchange Act of 1934.

"Pledged Collateral" has the meaning set forth in Section 2(a).

"Register of Charges" means the register of charges of the Borrower maintained by the Borrower in accordance with Section 162 of the BVI Act.

“Registrar of Corporate Affairs” means the Registrar of Corporate Affairs of the British Virgin Islands appointed under Section 229 of the BVI Act.

“Secured Obligations” means the indebtedness, liabilities and other obligations of the Borrower to the Lender under or in connection with the Facility Agreement and the other Finance Documents, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Facility Agreement and all other amounts payable by the Borrower to the Lender thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against the Borrower of any insolvency proceeding naming such person as the debtor in such proceeding.

“Securities Act” means the Securities Act of 1933.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; *provided, however*, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Section 1.2 of the Facility Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Borrower hereby pledges to the Lender and hereby grants to the Lender a security interest in, all of the Borrower’s right, title and interest in, to and under (i) the Notes (including all rights to payment thereunder), (ii) 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, (iii) the Registration Rights Agreement and any claims thereunder, (iv) any and all cash and non-cash proceeds and supporting obligations of or with respect to any of the foregoing, and (v) any and all books and records of the Borrower related to the foregoing, in each case whether presently existing or owned or hereafter arising or acquired and wherever located (collectively, the “Pledged Collateral”).

(a) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in and pledge of the Pledged Collateral which shall remain in effect until terminated in accordance with Section 12(k).

SECTION 3 Perfection and Priority.

(a) Delivery of Notes. The Borrower hereby agrees to promptly after the Closing Date deliver to or for the account of the Lender, at the address and to the person to be designated

by the Lender, the Notes, which shall be in suitable form for transfer by delivery, or shall be appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all in form and substance satisfactory to the Lender.

(b) Payments Under the Notes; Delivery of Additional Pledged Collateral. If, after the date hereof, the Borrower shall become entitled to receive or shall receive:

(i) any cash payments under or in respect of the Notes or any other Pledged Collateral, the Borrower shall comply with its obligations under the Finance Documents with respect to the same (including by depositing the same into the Revenue Account to the extent required under other Finance Documents); or

(ii) any other Pledged Collateral, the Borrower shall deliver all certificates, instruments and other writings representing such Pledged Collateral forthwith to or for the account of the Lender (together, in the case of any Pledged Collateral consisting of shares, with undated share transfer instruments executed in blank), at the address and to the person to be designated by the Lender, which shall be in suitable form for transfer by delivery, or shall be accompanied by any necessary instruments of transfer or assignment, all in form and substance satisfactory to the Lender, as the Lender shall request, to be held by the Lender subject to the terms hereof, as part of the Pledged Collateral.

(c) Creation or Transfer of Security Interest Other Than by Delivery. If for any reason the Pledged Collateral cannot be delivered to or for the account of the Lender as provided in subsections (a) and (b), the Borrower shall promptly take such other steps as shall be requested from time to time by the Lender to (i) effect a transfer of a perfected first priority security interest in and pledge of the Pledged Collateral to the Lender pursuant to the UCC, including by providing control over such Pledged Collateral to the Lender pursuant to a Control Agreement or otherwise; and/or (ii) effect the creation and/or transfer of a perfected first priority security interest and/or pledge of the Pledged Collateral to the Lender by executing and delivering to the Lender a mortgage and/or charge over shares or such other security document(s) as the Lender may require (and governed by such law as the Lender shall require) or otherwise. To the extent practicable, the Borrower shall thereafter deliver the Pledged Collateral to or for the account of the Lender as provided in subsections (a) and (b).

(d) Financing Statements, Etc. The Borrower hereby authorizes the Lender to file at any time and from time to time any financing statements describing the Pledged Collateral, and the Borrower shall execute and deliver to the Lender, and the Borrower hereby authorizes the Lender to file (with or without the Borrower's signature), at any time and from time to time, all amendments to financing statements, assignments, continuation financing statements, termination statements, and other documents and instruments, in form reasonably satisfactory to the Lender, as the Lender may reasonably request, to effect a transfer of a perfected first priority security interest in and pledge of the Pledged Collateral to the Lender pursuant to the UCC and to continue perfected, maintain the priority of or provide notice of the security interest of the Lender in the Pledged Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the Borrower ratifies and authorizes the filing by the Lender of any financing statements filed prior to the date hereof.

(e) Bailees. Any person (other than the Lender) at any time and from time to time holding all or any portion of the Pledged Collateral shall be deemed to, and shall, hold the Pledged Collateral as the agent of, and as pledge holder for, the Lender. At any time and from time to time, the Lender may give notice to any such person holding all or any portion of the Pledged Collateral that such person is holding the Pledged Collateral as the agent and bailee of, and as pledge holder for, the Lender, and obtain such person's written acknowledgment thereof. Without limiting the generality of the foregoing, the Borrower will join with the Lender in notifying any person who has possession of any Pledged Collateral of the Lender's security interest therein and obtaining an acknowledgment from such person that it is holding the Pledged Collateral for the benefit of the Lender.

(f) Control. The Borrower will cooperate with the Lender in obtaining control (as defined in the UCC) of Pledged Collateral consisting of any investment property, including delivery of Control Agreements, as the Lender may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Lender's security interest in such Pledged Collateral.

(g) Additional Obligations of the Borrower. The Borrower will, immediately after execution of this Agreement:

(i) create and maintain a Register of Charges, to the extent this has not already been done in accordance with Section 162 of the BVI Act;

(ii) enter particulars as required by the BVI Act of the security interests created pursuant to this Agreement in the Register of Charges and, immediately after entry of such particulars has been made, provide the Lender with a certified true copy of the updated Register of Charges; and

(iii) effect registration, or assist the Lender in effecting registration, of the security interest created pursuant to this Agreement with the Registrar of Corporate Affairs pursuant to Section 163 of the BVI Act by making the required filing, or assisting the Lender in making the required filing, in the approved form with the Registrar of Corporate Affairs and, if requested by the Lender, provide confirmation in writing to the Lender that such filing has been made.

SECTION 4 Representations and Warranties. The Borrower represents and warrants to the Lender that:

(a) Location of Chief Executive Office and Books and Records; Jurisdiction. The Borrower's chief executive office and principal place of business, and all books and records concerning the Pledged Collateral, are located at its address set forth in the Facility Agreement; and the Borrower's jurisdiction of incorporation and the Borrower's exact legal name each is as set forth in the first paragraph of this Agreement. The Borrower has not, since its incorporation on 17 June 2014, made any change to (i) the location of its chief executive office or principal place of business, (ii) its name, (iii) its incorporation as a BVI business company in the British Virgin Islands or (iv) its jurisdiction of incorporation.

(b) Rights in Pledged Collateral. The Borrower has rights in or the power to transfer the Pledged Collateral, and the Borrower is the sole and complete owner of the Pledged Collateral (or, in the case of after-acquired Pledged Collateral, at the time the Borrower acquires rights in such Pledged Collateral, will be the sole and complete owner thereof), free from any Security other than the rights granted to the Lender hereunder.

(c) Enforceability; Priority of Security Interest. This Agreement creates a security interest securing the payment and performance of the Secured Obligations which is enforceable against the Pledged Collateral in which the Borrower has rights, whether now existing or hereafter arising or acquired from time to time. In addition, subject to the filing of the financing statements referred to in Section 3(d) and the possession by the Lender of the Pledged Collateral referred to in Section 3(c), the Lender has a perfected and first priority security interest under the laws of New York in the Pledged Collateral, in which a security interest may be perfected by such filing or possession under the UCC, subject only to Permitted Security.

(d) Other Financing Statements. Other than (i) financing statements disclosed to the Lender prior to the date hereof and (ii) financing statements in favor of the Lender, no effective financing statement naming the Borrower as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Pledged Collateral is on file in any filing or recording office in any jurisdiction.

(e) Filings and Consents. Except as referred to herein, no authorization, consent, approval, license, exemption of, or filing or registration with, any governmental authority, or approval or consent of any other person, is required for the due execution, delivery or performance by the Borrower of this Agreement.

(f) Notes. (i) The Borrower has no knowledge of any fact or circumstance that would materially impair the validity or collectability of the Borrower's rights and claims to payment under the Notes, (iii) the Borrower has not previously assigned any interest of any kind whatsoever in the Notes (other than such interests as will be released on or before the date hereof), (iv) no person other than the Borrower owns an interest of any kind whatsoever in the Notes (whether as joint holders, participants or otherwise) and (v) no material default exists under or in respect of the Notes.

(g) Additional Pledged Collateral. Upon the issuance of any additional Pledged Collateral consisting of shares or other securities, (i) such Pledged Collateral will be duly and validly issued and will be fully paid and non-assessable, (ii) the Borrower will be the legal record and beneficial owner thereof and (iii) except for restrictions and limitations imposed by applicable securities laws generally, there will be no restrictions on the transferability of such Pledged Collateral to the Lender or with respect to the foreclosure, transfer or disposition thereof by the Lender.

(h) Control Agreements. No Control Agreements exist with respect to any Pledged Collateral other than any Control Agreements in favor of the Lender.

The Borrower agrees that the foregoing representations and warranties shall be deemed to be repeated by the Borrower on the date of each delivery of Pledged Collateral hereunder.

SECTION 5 Covenants. In addition to the covenants of the Borrower set forth in the Facility Agreement, which are incorporated herein by this reference, so long as any of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) remain unsatisfied or the Lender shall have any Commitment, the Borrower agrees that:

(a) Preservation of Collateral. The Borrower will promptly do and perform all acts that may be necessary or desirable to maintain, preserve and protect the Pledged Collateral and the Lender's first-priority perfected security interest therein and for the purpose of giving full effect to this Agreement or securing to the Lender the full benefits of all rights, powers and remedies conferred or intended to be conferred upon the Lender in this Agreement.

(b) Compliance with Laws, Etc. The Borrower will comply with all laws, regulations and ordinances relating to the possession, maintenance and control of the Pledged Collateral.

(c) Maintenance of Records. The Borrower will (i) keep separate, accurate and complete books and records with respect to the Pledged Collateral, (ii) keep all such books and records at the location referred to in Section 4(a) and (iii) give at least 30 days' prior written notice to the Lender of any changes in any such location where such books and records are kept.

(d) Change in Name, Identity or Structure; Location of Books and Chief Executive Office. Subject to providing no less than 30 days' prior written notice to the Lender, the Borrower may change (i) the location of its chief executive office or principal place of business, (ii) its name, (iii) its identity or structure, (iv) its incorporation as a BVI business company (or any new such incorporation) or (v) its jurisdiction of incorporation; *provided, however*, that the Borrower not make any such change without the Lender's prior written consent if the Lender notifies the Borrower within 30 days after receiving such notice that it has determined that such change adversely affects the effectiveness, perfection or priority of the security interests created hereunder.

(e) Disposition of Pledged Collateral. The Borrower will not surrender or lose possession of (other than to the Lender or, with the prior consent of the Lender, to a depository or financial intermediary), exchange, sell, convey, assign or otherwise dispose of or transfer the Pledged Collateral or any right, title or interest therein, except as permitted under the Facility Agreement; *provided, however*, that no such disposition or transfer by the Borrower of any Pledged Collateral shall be permitted while any Event of Default exists.

(f) Security. The Borrower will not without the prior written consent of the Lender create, incur or permit to exist any Security upon or with respect to the Pledged Collateral, other than the security interest of and pledge to the Lender created by this Agreement, except as any otherwise be expressly permitted under the Facility Agreement.

(g) Shareholders Agreements. The Borrower will not enter into any shareholders agreement, voting trust, proxy agreement or other agreement or understanding which affects or relates to the voting or giving of written consents with respect to any of the Pledged Collateral.

(h) Securities Accounts. The Borrower will give the Lender immediate notice of the establishment of (or any change in or to) any securities account pertaining to any Pledged Collateral.

(i) Other Notices, Reports and Information. The Borrower will (i) notify the Lender of any claim made or asserted against the Pledged Collateral by any person and of any change in the composition of the Pledged Collateral or other event which could materially adversely affect the value of the Pledged Collateral or the Lender's Security thereon; and (ii) furnish to the Lender such statements and schedules further identifying and describing the Pledged Collateral and such other reports and other information in connection with the Pledged Collateral as the Lender may request, all in reasonable detail.

(j) Further Assurances. The Borrower will promptly, upon the reasonable request from time to time of the Lender, execute, acknowledge and deliver, and file and record, all such financing statements and other documents and instruments, and take all such action, as shall be necessary or desirable to carry out the purposes of this Agreement.

SECTION 6 Administration of the Pledged Collateral.

(a) Pledged Collateral. Unless and until an Event of Default shall have occurred and be continuing, the Borrower shall deposit any cash distribution or payment, if any, in respect of the Pledged Collateral into the Revenue Account, unless otherwise required pursuant to the terms of the Facility Agreement or other Finance Documents; *provided, however*, that, except in connection with a Permitted Disposal, the Borrower shall not be entitled to receive (i) cash paid, payable or otherwise distributed in redemption of, or in exchange for or in substitution of, any Pledged Collateral held by the Borrower, or (ii) distributions paid or payable in cash in respect of any such Pledged Collateral in connection with a partial or total liquidation or dissolution of the Target or in connection with a reduction of capital, capital surplus or paid-in-surplus or any other type of recapitalization involving the Target. At the request of the Lender, during the continuance of any Event of Default, the Lender shall be entitled to receive all distributions and payments of any nature with respect to any Pledged Collateral, and all such distributions or payments received by the Borrower shall be held in trust for the Lender and, in accordance with the Lender's instructions, remitted to the Lender or deposited to an account specified by the Lender in the form received (with any necessary endorsements or instruments of assignment or transfer). During the continuance of an Event of Default any such distributions and payments with respect to any Pledged Collateral held in any securities account shall be held and retained in such securities account, in each case as part of the Pledged Collateral hereunder. Additionally, the Lender shall have the right, during the continuance of an Event of Default, following prior written notice to the Borrower, to vote and to give consents, ratifications and waivers with respect to any Pledged Collateral, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Lender were the absolute owner thereof; *provided, however*, that the Lender shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to the Borrower or any other person for any failure to do so or delay in doing so.

(b) Voting Prior to an Event of Default. Unless and until an Event of Default shall have occurred and be continuing the Borrower shall have the right to vote the Pledged Collateral

held by the Borrower and to give consents, ratifications and waivers in respect thereof, to the same extent as the Borrower would if such Pledged Collateral were not pledged to the Lender pursuant to this Agreement; *provided, however*, that no vote shall be cast or consent, waiver or ratification given or action taken which would violate any provision of this Agreement, the Facility Agreement or any other Finance Document or result in the occurrence of an Event of Default. If applicable, the Borrower shall be deemed the beneficial owner of all such Pledged Collateral for purposes of Sections 13 and 16 of the Exchange Act and agrees to file all reports required to be filed by beneficial owners of securities thereunder. The Lender shall execute and deliver (or cause to be executed and delivered) to the Borrower all such proxies and other instruments as the Borrower may reasonably request for the purpose of enabling the Borrower to exercise the voting and other rights which it is entitled to exercise pursuant to this subsection (b) and to receive the distributions which it is authorized to receive and retain pursuant to this subsection (b).

(c) Certain Other Administrative Matters. During the continuance of an Event of Default, the Lender may cause any of the Pledged Collateral to be transferred into its name or into the name of its nominee or nominees (subject to the revocable rights specified in subsection (a)). During the continuance of an Event of Default, the Lender shall have the right to cause the Borrower to use its best efforts to exchange and deliver to the Lender or its designee uncertificated Pledged Collateral for certificated Pledged Collateral, and to exchange and deliver to the Lender or its designee certificated Pledged Collateral for certificates of larger or smaller denominations, for any purpose consistent with this Agreement.

(d) Appointment of Lender as Attorney-in-Fact. For the purpose of enabling the Lender to exercise its rights under this Section 6 or otherwise in connection with this Agreement, the Borrower hereby (i) constitutes and appoints the Lender (and any of the Lender's officers, employees or agents designated by the Lender) its true and lawful attorney-in-fact, with full power and authority to execute any notice, assignment, endorsement or other instrument or document, and to do any and all acts and things for and on behalf of the Borrower (including voting the Pledged Collateral and giving consents, notifications and waivers in respect thereof), which the Lender may deem necessary or desirable to protect, collect, realize upon and preserve the Pledged Collateral, to enforce the Lender's rights with respect to the Pledged Collateral and to accomplish the purposes hereof, and (ii) appoints the Lender as its proxyholder with respect to the Pledged Collateral (including any Converted Securities) to attend and vote at any and all meetings of the shareholders of the Target held on or after the date of this proxy and prior to the termination hereof, with full power of substitution to do so and agrees, if so requested, to execute or cause to be executed appropriate proxies therefor; *provided, however*, that the Lender shall not exercise the forgoing rights set forth in this subsection (d) except while an Event of Default is continuing. Each such appointment is coupled with an interest and irrevocable so long as the Lenders have any Commitments or the Secured Obligations have not been paid and performed in full.

SECTION 7 Lender Performance of Borrower Obligations. The Lender may perform or pay any obligation which the Borrower has agreed to perform or pay, and if it has failed to do so, under or in connection with this Agreement, and the Borrower shall reimburse the Lender on demand for any amounts paid by the Lender pursuant to this Section 7.

SECTION 8 Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Borrower or any other person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of the Pledged Collateral while held hereunder and the accounting for moneys actually received by the Lender hereunder, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Pledged Collateral.

SECTION 9 Remedies.

(a) Remedies. Upon the occurrence and continuation of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Facility Agreement or any other Finance Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Borrower agrees that any item of the Pledged Collateral may be sold for cash or on credit or for future delivery without assumption of any credit risk, in any number of lots at the same or different times, at any exchange, brokers' board or elsewhere, by public or private sale, and at such times and on such terms, as the Lender shall determine; *provided, however*, that the Borrower shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Lender. The Lender shall give the Borrower such notice of any private or public sales as may be required by the UCC or other applicable law. The Borrower recognizes that the Lender may be unable to make a public sale of any or all of the Pledged Collateral, by reason of prohibitions contained in applicable securities laws or otherwise, and expressly agrees that a private sale to a restricted group of purchasers for investment and not with a view to any distribution thereof shall be considered a commercially reasonable sale. The Lender shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Pledged Collateral so sold, free of any right or equity of redemption, which right or equity of redemption the Borrower hereby releases to the extent permitted by law.

(b) Application of Proceeds. The cash proceeds actually received from the sale or other disposition or collection of Pledged Collateral, and any other amounts of the Pledged Collateral (including any cash contained in the Pledged Collateral) the application of which is not otherwise provided for herein, shall be applied to payment and performance in full of the Secured Obligations as provided in the Facility Agreement. Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to the Borrower or otherwise disposed of in accordance with the UCC or other applicable law. The Borrower shall remain liable to the Lender for any deficiency which exists after any sale or other disposition or collection of Pledged Collateral.

SECTION 10 Registration Rights.

(a) Registration of Pledged Collateral. If the Lender shall determine to exercise its right to sell any or all of the Pledged Collateral pursuant to Section 9, and if the Lender shall determine in connection therewith that it is necessary or advisable to have the Pledged Collateral, or any portion thereof, to be sold or registered under the provisions of any federal, state or other applicable securities laws, the Lender shall be entitled to request that the Borrower cause any

registration and qualification to be effected under any federal, state or other applicable securities laws with respect to such Pledged Collateral. Upon such request, the Borrower shall as soon as practicable use its best efforts to cause such registration and qualification to be effected (and be kept effective) as may be so requested, as would permit or facilitate the sale and distribution of such Pledged Collateral, including registration under the Securities Act (or any similar statute), appropriate qualifications under applicable "blue sky" or other state or other securities laws and appropriate compliance with any other requirements of any governmental authorities. The Borrower shall cause the Lender to be kept reasonably advised in writing as to the progress of each such registration, qualification or compliance and as to the completion thereof, and shall furnish to the Lender such number of prospectuses, offering circulars and other documents incident thereto as the Lender from time to time may reasonably request.

(b) No Obligation to Delay Private Sale. The Lender shall be under no obligation to delay a private sale of any of the Pledged Collateral (as contemplated by subsection (a)) for the period of time necessary to permit the issuer thereof to register such Pledged Collateral for public sale under the Securities Act, or under applicable state securities laws, even if such issuer would agree to do so.

(c) Further Acts. The Borrower further agrees to do or to use its best efforts to cause to be done all such other acts and things as may be necessary to make any sales of all or any portion of the Pledged Collateral pursuant to subsections (a) and (b) valid and binding and in compliance with any and all applicable laws (including the Exchange Act), regulations, orders, writs, injunctions, decrees or awards of any and all Governmental Authorities having jurisdiction over any such sale or sales.

(d) Equitable Relief. The Borrower acknowledges that a breach of any of the covenants contained in this Section 10 will cause irreparable injury to the Lender, that the Lender has no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 10 shall be specifically enforceable against the Borrower, and the Borrower hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the provisions of the Facility Agreement.

(e) Costs and Expenses. The Borrower shall bear all costs and expenses of carrying out its obligations under this Section 10.

SECTION 11 Certain Waivers.

(a) The Borrower waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Pledged Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Pledged Collateral or other collateral or security for the Secured Obligations; (ii) any right to require the Lender (A) to proceed against any person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any remedy in the Lender's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Pledged Collateral; and (iii) all claims, damages, and demands against the Lender arising out of the repossession, retention, sale or application of the proceeds of any

sale of the Pledged Collateral except for damages determined by a decision of a court of competent jurisdiction to have been caused by the Lender's willful misconduct or gross negligence.

(b) The Borrower waives any right it may have to require the Lender to pursue any third person for any of the Secured Obligations. The Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Pledged Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Pledged Collateral. The Lender may sell the Pledged Collateral without giving any warranties as to the Pledged Collateral. The Lender may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Pledged Collateral. If the Lender sells any of the Pledged Collateral upon credit, the Borrower will be credited only with payments actually made by the purchaser, received by Lender and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Pledged Collateral, the Lender may resell the Pledged Collateral and the Borrower shall be credited with the proceeds of the sale.

SECTION 12 MISCELLANEOUS

(a) Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Facility Agreement.

(b) No Waiver: Cumulative Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

(c) Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Borrower and the Lender and their respective successors and assigns and shall bind any person who becomes bound as a debtor to this Agreement.

(d) Assignment.

(i) The Borrower shall not assign any rights or obligations under this Agreement.

(ii) The Lender may, at any time, assign to one or more assignees all or part of its rights and obligations under this Agreement without the consent of the Borrower together with and in proportion to any assignment of the Loans. The Borrower agrees to execute all documents and take all action that may be required by the Lender in respect of any assignment or proposed assignment. Any such assignee shall be and be treated as a party for all purposes of this Agreement and shall be entitled to the full benefit of this Agreement to the same extent as if it were an original party in respect of the rights or obligations assigned to it.

(e) Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Pledged Collateral are governed by the law of a jurisdiction other than New York.

(f) Jurisdiction; Service of Process.

(i) Jurisdiction. Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in The City of New York, in any suit, action or proceeding arising out of or relating to this Agreement. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party agrees that, to the fullest extent permitted by applicable law, a final judgment in any such suit, action, or proceeding brought in such a court shall be conclusive and binding upon such party, and may be enforced in any court of the jurisdiction in which such party is or may be subject by a suit upon such judgment, *provided, however*, that service of process is effected upon such party in the manner specified below or as otherwise permitted by applicable law.

(ii) Service of Process. The Borrower hereby irrevocably appoints Law Debenture Corporate Services Inc., with offices at the date of this Agreement at 400 Madison Avenue, 4th Floor, New York, NY 10017, as its authorized agent on which any and all legal process may be served in any such action, suit or proceeding brought in any Federal or State court located in the Borough of Manhattan, The City of New York. The Borrower agrees that service of process in respect of it upon its appointed agent, together with written notice of such service given to it in the manner provided in Section 12, shall be deemed to be effective service of process upon it in any such action, suit or proceeding. The Borrower agrees that the failure of its appointed agent to give notice to it of any such service shall not impair or affect the validity of such service or any judgment rendered in any action, suit or proceeding based thereon. If for any reason the Borrower's appointed agent shall cease to be available to act as such, the Borrower agrees to designate a new agent in the Borough of Manhattan, The City of New York, on the terms and for the purposes of this Section. Nothing herein shall be deemed to limit the ability of any party hereto to serve any such legal process in any other manner permitted by applicable law or to obtain jurisdiction over any such party or bring actions, suits or proceedings against it in such other jurisdictions, and in such manner, as may be permitted by applicable law.

(g) Entire Agreement; Amendment. This Agreement and the Facility Agreement contain the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Facility Agreement.

(h) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations.

If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

(j) Incorporation of Provisions of the Facility Agreement. To the extent the Facility Agreement contains provisions of general applicability to the Finance Documents, such provisions are incorporated herein by this reference.

(k) Termination. Upon termination of the Commitment of the Lender and indefeasible payment in full of all Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations), the security interests created under this Agreement shall terminate and the Lender shall promptly and at the cost of the Borrower redeliver to the Borrower any of the Pledged Collateral in the Lender’s possession and shall execute and deliver to the Borrower such documents and instruments reasonably requested by the Borrower as shall be necessary to evidence termination of all security interests given by the Borrower to the Lender hereunder.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE BORROWER

MAGNUM OPUS INTERNATIONAL HOLDINGS LIMITED

By: /s/ Kam Yuen

Name: Kam Yuen
Title: Director

Signature Page to Security Agreement

THE LENDER

CORDLIFE GROUP LIMITED

By: /s/ Jeremy Yee

Name: Jeremy Yee
Title: CEO

Signature Page to Security Agreement

DATED THIS 17TH DAY OF OCTOBER 2014

MAGNUM OPUS INTERNATIONAL HOLDINGS LIMITED
as Chargor

and

CORDLIFE GROUP LIMITED
as Lender

ACCOUNTS CHARGE



WONGPARTNERSHIP LLP
12 Marina Boulevard Level 28
Marina Bay Financial Centre Tower 3
Singapore 018982
Tel: +65 6416 8000
Fax: +65 6532 5711 /+65 6532 5722
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THIS DEED is made on 17 October 2014

BETWEEN:

- (1) **MAGNUM OPUS INTERNATIONAL HOLDINGS LIMITED** (Company Number 1828428) a business company incorporated in the British Virgin Islands with its registered office at Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110, as chargor (the “**Chargor**”); and
- (2) **CORDLIFE GROUP LIMITED**, as lender (the “**Lender**”).

WHEREAS:

- (A) The Chargor is entering into this Deed in connection with the Finance Documents.
- (B) The Board of Directors of the Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of the Chargor and its business.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definition

In this Deed, unless a contrary indication appears and except where defined below, terms used in the Facility Agreement have the same meaning and construction and, in addition:

“**Accounts**” means the Revenue Account.

“**Account Bank**” means Malayan Banking Berhad.

“**Acts**” means the Companies Act and the Property Act.

“**BVI Act**” means the BVI Business Companies Act, 2004 (as amended) of the British Virgin Islands.

“**Charged Assets**” means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

“**Charges**” means all or any of the Security created or expressed to be created by or pursuant to this Deed.

“**Companies Act**” means the Companies Act, Chapter 50 of Singapore.

“**Currency of Account**” means the currency in which the relevant indebtedness is denominated or, if different, is payable.

“**Delegate**” means a delegate or sub-delegate appointed under Clause 9.2 (*Delegation*).

“**Facility Agreement**” means the US\$46,500,000 facility agreement dated 25 August 2014 between (i) the Chargor, as borrower and (ii) the Lender, as lender, and includes any supplementals, amendments and modifications from time to time entered into.

“**Party**” means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees.

“**Property Act**” means the Conveyancing and Law of Property Act, Chapter 61 of Singapore.

“**Receiver**” means a receiver and manager, or other receiver appointed in respect of the Charged Assets.

“**Register of Charges**” means the register of charges of the Chargor maintained by the Chargor in accordance with Section 162 of the BVI Act.

“**Registrar of Corporate Affairs**” means the Registrar of Corporate Affairs of the British Virgin Islands appointed under Section 229 of the BVI Act.

“**Winding-up**” means one of the events or circumstances mentioned in paragraph (a) or (b) of Clause 21.7 (*Insolvency proceedings*) of the Facility Agreement or any analogous procedure or step in any jurisdiction.

1.2 Construction

The provisions in Clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed with all necessary changes.

1.3 Third Party Rights

(a) Save for any Receiver, any Delegate or any attorney or nominee of the Lender or any Receiver and any person appointed by any of them under this Deed and unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce or to enjoy the benefit of any term of this Deed.

(b) Notwithstanding any term of this Deed, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Deed.

2. UNDERTAKING TO PAY

The Chargor shall pay the Liabilities when due in accordance with the terms of the Finance Documents or, if the Finance Documents do not specify a time for payment, immediately on demand by the Lender.

3. ACCOUNTS CHARGE

3.1 Charge and assignment

The Chargor, as absolute, legal and beneficial owner and as a continuing security for the payment of Liabilities, charges and agrees to charge in favour of the Lender by way of first fixed charge and assigns and agrees to assign absolutely to the Lender, free from all liens, charges and other encumbrances, the Accounts, all its present and future right, title and interest in or to the Accounts and all amounts (including interest) standing to the credit of the Accounts.

3.2 Notices of assignment and charge

The Chargor shall on the date of this Deed, give notice of the charge and assignment in Clause 3.1 (*Charge and assignment*) of the Accounts to the Account Bank substantially in the form set out in Schedule 2 (*Form of Notice of Charge and Assignment of Account*) with such changes (if any) as the Lender may require and shall ensure that the Account Bank promptly signs and returns the form of acknowledgement requested under that notice.

4. RESTRICTIONS AND FURTHER ASSURANCE

4.1 Security

The Chargor shall not create or permit to subsist any Security over any Charged Assets, nor do anything else prohibited by Clause 19.11 (*Negative pledge*) of the Facility Agreement, except for the Charges or as permitted by that clause.

4.2 Disposal

The Chargor shall not (nor shall it agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Assets except as permitted by Clause 19.12 (*Disposals*) of the Facility Agreement.

4.3 Further assurance

The Chargor shall promptly do whatever the Lender reasonably requires:

- (a) to perfect or protect the Charges or the priority of the Charges or for the purpose of giving full effect to this Deed or securing to the Lender the full benefits of all rights, powers and remedies conferred upon the Lender in this Deed; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Lender or any Receiver,

including depositing, with the Lender, all title deeds, agreements, leases and documents relating to any of the Charged Assets, executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

4.4 Withdrawals

No amounts standing to the credit of the Accounts shall be withdrawn by the Chargor except in accordance with Clauses 19.22 (*Revenue Account*) of the Facility Agreement.

4.5 Documents

The Chargor shall promptly execute and/or deliver to the Lender such documents relating to the Accounts as the Lender requires.

5. GENERAL UNDERTAKINGS

5.1 No other prejudicial conduct

The Chargor shall not do, or permit to be done, anything which could prejudice the Charges.

5.2 Accounts

The Chargor shall at all times observe and perform its obligations under Clause 19.22 (*Revenue Account*) of the Facility Agreement.

5.3 BVI registration requirements

The Chargor shall, immediately after execution of this Deed:

- (a) create and maintain a Register of Charges, to the extent this has not already been done in accordance with Section 162 of the BVI Act;
- (b) enter particulars as required by the BVI Act of the security interests created pursuant to this Deed in the Register of Charges and immediately after entry of such particulars has been made, provide the Lender with a certified true copy of the updated Register of Charges; and
- (c) effect registration, or assist the Lender in effecting registration, of the security interest created pursuant to this Deed with the Registrar of Corporate Affairs pursuant to Section 163 of the BVI Act by making the required filing, or assisting the Lender in making the required filing, in the approved form with the Registrar of Corporate Affairs and, if requested by the Lender, provide confirmation in writing to the Lender that such filing has been made.

6. REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in this Clause 6 to the Lender on the date of this Deed.

6.1 Facility Agreement

The Chargor makes the representations and warranties set out in Clause 16 (*Representations*) of the Facility Agreement to the Lender on the date of this Deed.

6.2 No existing Security

Except as provided in this Deed, no Security exists on or over the Charged Assets.

6.3 Beneficial Ownership

Except as provided in this Deed, the Chargor has not assigned, transferred or otherwise disposed of the Charged Assets (or its right, title and interest to or in the Charged Assets), either in whole or in part, nor agreed to do so, and will not at any time do so or agree to do so. The Chargor is and will at all times be the sole, absolute, legal and beneficial owner of the Charged Assets.

6.4 Repetition

Each of the representations and warranties in this Clause 6 are deemed to be made by the Chargor by reference to the facts and circumstances then existing at all times during the continuance of this Deed.

7. **ENFORCEMENT**

7.1 Enforceability of Security

As between the Chargor and the Lender, the Charges shall be enforceable, and the powers conferred by Section 24 of the Property Act as varied and extended by this Deed shall be exercisable at any time while an Event of Default is continuing.

7.2 Power of sale

Subject to Clause 7.1 (*Enforceability of Security*), the statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 24 of the Property Act as varied and extended by this Deed shall arise on the date of this Deed and may be exercised by the Lender free from the restrictions imposed by Section 25 of the Property Act.

7.3 Consolidation

Section 21 of the Property Act shall not apply to the security created by this Deed.

7.4 Wide construction of enforcement powers

The powers of the Lender, any Receiver and any Delegate under this Deed shall be construed in the widest possible sense and all Parties intend that the Lender, any Receiver and any Delegate shall have as wide and flexible a range of powers as may be conferred (or, if not expressly conferred, as is not restricted) by any applicable law.

8. **APPOINTMENT AND RIGHTS OF RECEIVERS**

8.1 Appointment of receivers

If:

- (a) requested by the Chargor;
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of the Chargor; or
- (c) any Event of Default is continuing (whether or not the Lender has taken possession of the Charged Assets),

without any notice or further notice, the Lender may, by deed, or otherwise in writing signed by any officer or manager of the Lender or any person authorised for this purpose by the Lender, appoint one or more persons to be a Receiver. Subject to the provisions of the Companies Act, the Lender may similarly remove (so far as it is lawfully able) any Receiver and appoint any person instead of any Receiver. If the Lender appoints more than one person as Receiver, the Lender may give those persons power to act either jointly or severally. Any

Receiver referred to in this Clause 8 may enjoy the benefit or enforce the terms of this Clause 8 in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

8.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 1 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

8.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 8 shall have the rights, powers, privileges and immunities conferred by the Acts on (a) mortgagees, (b) mortgagees in possession and (c) administrative or other receivers duly appointed under the Acts, and subject to Clause 8.2 (*Scope of appointment*), shall also have the rights set out in Schedule 1 (*Rights of Receivers*). Any Receiver referred to in this Clause 8 may enjoy the benefit or enforce the terms of this Clause 8 in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

8.4 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

8.5 Remuneration

The Lender may determine the remuneration of any Receiver (without being limited to the maximum rate specified in Section 29(6) of the Property Act) and direct payment of that remuneration out of moneys he receives as Receiver. The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

9. LENDER'S RIGHTS

9.1 Rights of Lender

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Lender after the Charges become enforceable, whether or not the Lender shall have taken possession or appointed a Receiver of the Charged Assets.

9.2 Delegation

The Lender may at any time and from time to time delegate in any manner to any person or persons or fluctuating body of persons, all or any rights exercisable by the Lender under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit. Any third party referred to in this Clause 9.2 may enjoy the benefit or enforce the terms of this Clause 9.2 in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

9.3 No liability

The Lender shall not be liable or responsible to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from any act, default, omission or misconduct of any Delegate.

10. ORDER OF DISTRIBUTIONS

10.1 Application of proceeds

Unless otherwise expressly provided to the contrary in this Deed, all amounts received or recovered by the Lender or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 10.2 (*Order of distributions*).

10.2 Order of distributions

The order referred to in Clause 10.1 (*Application of proceeds*) is:

- (a) in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him;
- (b) in or towards the payment of the Liabilities in accordance with Clause 25.4 (*Partial Payments*) of the Facility Agreement; and
- (c) in payment of any surplus to the Chargor or other person entitled to it.

10.3 No limitation

Clause 10.1 (*Application of proceeds*) does not in any way limit the rights of the Lender under Clause 14.5 (*Appropriations*).

11. LIABILITY OF LENDER AND DELEGATES

11.1 Possession

If the Lender, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 11.2 (*Lender's liability*), the Lender shall not be liable as a mortgagee in possession by reason of holding any of the present or future assets of the Chargor.

11.2 Lender's liability

Neither the Lender nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Lender, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct. Any Receiver or Delegate referred to in this Clause 11 may enjoy the benefit or

enforce the terms of this Clause 11 in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore

12. POWER OF ATTORNEY

12.1 Appointment

The Chargor by way of security irrevocably appoints the Lender, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Chargor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets and depose to or swear all declarations and/or oaths which may be necessary in any relevant country to effect, perfect, record or register any of the Charges); and
- (b) to exercise any of the rights conferred on the Lender, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, either of the Acts or general law.

12.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 12.1 (*Appointment*). Any third party referred to in this Clause 12 may enjoy the benefit or enforce the terms of this Clause 12 in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

13. PROTECTION OF THIRD PARTIES

13.1 No duty to enquire

No person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money borrowed or raised.

13.2 Protection to purchasers

Upon any sale or disposal of the Charged Assets or any part thereof which the Lender, any Receiver or any Delegate shall make or purport to make under the provisions of this Deed, a statement in writing from the Lender, any Receiver or any Delegate that the security created

by this Deed has become enforceable and that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person to whom any of the Charged Assets may be transferred and such purchaser or other person will take the same free of any rights of the Chargor. The Chargor undertakes to indemnify the Lender, each Receiver and each Delegate against any claim which may be made against the Lender, that Receiver or that Delegate by such purchaser or any other person by reason of any defect in its title to the Charged Assets. Any Receiver or Delegate referred to in this Clause 13 may enjoy the benefit or enforce the terms of this Clause 13 in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

14. SAVING PROVISIONS

14.1 Continuing Security

Subject to Clause 15 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

14.2 Reinstatement

If any payment by the Chargor or any discharge given by the Lender (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Lender shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

14.3 Waiver of defences

Neither the obligations of the Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Transaction Document of any of the Charges (without limitation and whether or not known to it or the Lender) including:

- (a) any time, indulgence, waiver or consent granted to, or composition with, the Chargor, or any other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;

- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Transaction Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Transaction Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or Security;
- (g) any insolvency or similar proceedings;
- (h) any Transaction Document or any other document not being executed by or binding against any other person; or
- (i) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person under any Transaction Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

14.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.5 Appropriations

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in a non-interest bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

14.6 Deferral of Chargor's rights

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any other person;
- (b) to claim any contribution from any other person;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other

guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

- (d) to bring legal or other proceedings for an order requiring any other person to make any payment, or perform any obligation, in respect of which the Chargor had given an guarantee, undertaking or indemnity;
- (e) to exercise any right of set-off against any other person; and/or
- (f) to claim or prove as a creditor of any other person in competition with the Lender.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Chargor under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with Clause 10 (*Order of distributions*).

14.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other Finance Document, guarantees or Security now or subsequently held by the Lender.

15. **DISCHARGE OF SECURITY**

15.1 Final redemption

Subject to Clause 15.2 (*Retention of Security*), if the Lender is satisfied that all the Liabilities have been irrevocably paid in full and that all facilities which might give rise to Liabilities have terminated, the Lender shall at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

15.2 Retention of Security

If the Lender considers that any amount paid or credited to the Lender under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

16. **EXPENSES**

16.1 Enforcement costs

The Chargor shall, on demand, pay to the Lender the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Lender, any Receiver or any Delegate in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Lender as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Deed).

16.2 Stamp taxes

Clause 11.5 (*Stamp taxes*) of the Facility Agreement (with any necessary consequential amendments) shall apply also to any amount payable under any Finance Document to any Delegate.

16.3 Goods and Services tax

Clause 11.6 (*Goods and Services tax*) of the Facility Agreement (with any necessary consequential amendments) shall apply also to any amount payable under any Finance Document to any Receiver or Delegate.

17. **PAYMENTS**

17.1 Demands

Any demand for payment made by the Lender shall be valid and effective even if it contains no statement of the relevant Liabilities or an inaccurate or incomplete statement of them.

17.2 Payments

All payments by the Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Lender may direct.

17.3 Continuation of accounts

At any time after:

- (a) the receipt by the Lender of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets of the Chargor; or
- (b) any step is taken in relation to the Winding-up of the Chargor,

the Lender may open a new account in the name of the Chargor with the Lender (whether or not it permits any existing account to continue). If the Lender does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which the Chargor is party.

18. **INDEMNITIES**

18.1 Currency indemnity

- (a) If any sum due from the Chargor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
 - (i) making or filing a claim or proof against the Chargor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within three (3) Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) The Chargor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

18.2 Other Indemnities

(a) The Lender shall be indemnified (to the fullest extent permitted by applicable law) by the Chargor from and against all actions, losses, claims, proceedings, costs, demands and liabilities which may be suffered by the Lender by reason of any failure of the Chargor to perform any of its obligations under this Deed or in the execution or purported execution of any of the rights, powers, remedies, authorities or discretions vested in the Lender under or pursuant to this Deed.

(b) If the Lender sees fit to implement its rights hereunder or if the Lender makes any payment under or in connection with any of Charged Asset all moneys so expended by the Lender for the purposes aforesaid shall within three (3) Business Days of demand be repaid by the Chargor to the Lender together with interest thereon calculated day by day for the period beginning from the date such moneys were expended until full payment (whether before or after judgment) at the rate set out in Clause 8.3 (*Default Interest*) of the Facility Agreement, and until payment shall be a charge on the Charged Assets. Any interest payable under this paragraph (b) which is not paid when due shall be added to the overdue sum and itself bear interest accordingly in accordance with Clause 8.3 (*Default Interest*) of the Facility Agreement.

18.3 Indemnities separate

Each indemnity in each Finance Document shall:

- (a) constitute a separate and independent obligation from the other obligations in that or any other Finance Document;
- (b) give rise to a separate and independent cause of action;
- (c) apply irrespective of any indulgence granted by the Lender;
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and
- (e) apply whether or not any claim under it relates to any matter disclosed by the Chargor or otherwise known to the Lender.

19. RIGHTS, WAIVERS AND DETERMINATIONS

19.1 Ambiguity

The powers and protections conferred by this Deed in relation to the Charged Assets or any part thereof on the Lender shall be in addition to and not in substitution for the powers and protections conferred on mortgagees or chargees under the Property Act, which shall apply to the Charges except insofar as they are expressly or impliedly excluded. Where there is any ambiguity or conflict between the rights conferred by law or contained in the Property Act and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail.

19.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of the Lender, Receiver or Delegate, any right or remedy under any Finance Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

19.3 Amendments and waivers

Any term of this Deed may be amended or waived only with the consent of the Lender and the Chargor and any such amendment or waiver will be binding on both Parties.

19.4 Certificates and Determinations

Any certification or determination by the Lender or any Receiver or Delegate under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

21. SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by the Chargor by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other person by or in connection with any Finance Document.

22. BENEFIT OF SECURITY

22.1 Benefit and Burden

This Deed shall be binding upon and enure to the benefit of the Parties, their assignees and their successors. Any reference in this Deed to any party shall be construed accordingly.

22.2 The Chargor

The Chargor shall not assign and/or transfer any rights or obligations under this Deed.

22.3 The Lender

The Lender may assign all or part of its rights under this Deed or transfer all or part of its obligations under this Deed without the consent of the Chargor. The Chargor agrees to execute all documents and take all action that may be required by the Lender in respect of any assignment or transfer, or proposed assignment or transfer. Any such assignee or transferee shall be and be treated as a party for all purposes of this Deed and shall be entitled to the full benefit of this Deed to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it.

23. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

24. **SET-OFF**

The Lender may set off any obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

25. **NOTICES**

Communications under this Deed shall be made in accordance with Clause 27 (*Notices*) of the Facility Agreement.

26. **GOVERNING LAW**

This Deed shall be governed by and construed in accordance with, the laws of Singapore.

27. **ENFORCEMENT**

27.1 Jurisdiction of Singapore courts

The courts of Singapore have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

27.2 Venue

The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

27.3 Other competent jurisdiction

This Clause 27 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1
RIGHTS OF RECEIVERS**

Any Receiver appointed pursuant to Clause 8 (*Appointment and Rights of Receivers*) shall have the right, either in his own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person to:

- (a) Take possession
to take possession of, get in and collect the Charged Assets, and to require payment to him or to the Lender of any credit balance on any Account;
- (b) Deal with Charged Assets
without restriction imposed by Section 25 of the Property Act or the need to observe any of the restrictions or other provisions of Section 23 or 25 of the Property Act, to sell, transfer, assign, exchange or otherwise dispose of or realise the Charged Assets to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);
- (c) Borrow money
to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);
- (d) Rights of ownership
to manage and use the Charged Assets and to exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;
- (e) Claims
to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating to the Charged Assets;
- (f) Legal actions
to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of the Chargor;
- (g) Redemption of Security
to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;
- (h) Companies Act
to exercise all powers set out in the Companies Act as now in force (whether or not in force at the date of exercise) and any powers added thereto after the date of this Deed for the realisation of the Charged Assets; and

(i) Other powers

to do anything else it may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of the Finance Documents or any laws or regulations.

**SCHEDULE 2
FORM OF NOTICE OF CHARGE AND ASSIGNMENT OF ACCOUNT**

To: [Account Bank]

[Date]

Address:

Cordlife Group Limited (the “**Lender**”) and Magnum Opus International Holdings Limited (the “**Chargor**”) give notice that, by a charge contained in an accounts charge (the “**Accounts Charge**”) dated [•] 2014 between the Chargor and the Lender, the Chargor has charged in favour of the Lender by way of first fixed charge and assigned to the Lender all its present and future right, title and interest in and to the accounts with you listed below, the “**Specified Bank Accounts**”) including all moneys which may at any time be standing to the credit of any Specified Bank Account.

Name of Account	Account Number
[•]	[•]
[•]	[•]
[•]	[•]

Accordingly, until you receive instructions from the Lender to the contrary:

- (a) all rights, powers and discretions of the Chargor in relation to any Specified Bank Account shall be exercisable solely by the Lender;
- (b) no moneys may be released from any Specified Bank Account without the prior written consent of the Lender; and
- (c) you should apply any amount standing to the credit of any Specified Bank Account as directed from time to time by the Lender,

You agree:

- (d) to disclose to the Lender such information relating to any Specified Bank Account as the Lender may from time to time request; and
- (e) not to claim or exercise any security interest in, set-off, counterclaim or other rights in respect of any Specified Bank Account.

This authority and instruction is irrevocable without the prior written consent of the Lender.

Please acknowledge receipt of this Notice of Charge, and confirm that you will pay all moneys as directed by or pursuant to this Notice of Charge and will comply with the other provisions of this Notice of Charge, by signing the acknowledgement on the attached copy of this Notice of Charge and returning that copy to the Lender at [•], marked for the attention of [•].

This Notice of Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Notice of Charge.

For and on behalf of
Cordlife Group Limited
as Lender

For and on behalf of
Magnum Opus International
Holdings Limited
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Charge of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of charge or assignment or notice that any other person claims any rights in respect of any Specified Bank Account.

For and on behalf of

[Account Bank]

Date: [●]

IN WITNESS WHEREOF the parties hereto have executed this Charge over Accounts as a deed on the date stated at the beginning.

The Chargor

THE COMMON

SEAL of MAGNUM OPUS INTERNATIONAL

HOLDINGS LIMITED was hereunto affixed by:

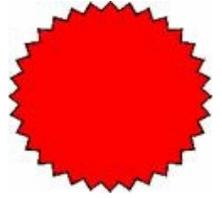
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/s/ Kam Yuen

Duly Authorised Signatory

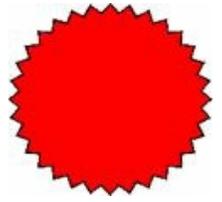
Name: Kam Yuen

Title: Director



The Lender

The COMMON SEAL of)
CORDLIFE GROUP LIMITED)
was hereunto affixed in the presence of:)



/s/ Jeremy Yee
Director

Jeremy Yee
CEO

/s/ Dr Ho Choon Hou
Director

Dr Ho Choon Hou

Address: 1 Yishun Industrial Street 1,
A'posh Bizhub, #06-01/09,
Singapore 768160

Fax No: +65 6238 1108

Attention: Mr Jeremy Yee