सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA33183098978967Y
Certificate Issued Date	:	22-Jul-2026 12:41 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ MURUGESHPALYA/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAGCSL08500102339727 34Y
Purchased by	:	MANIPAL HEALTH ENTERPRISES LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	SECOND AMENDMENT SHA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANIPAL HEALTH ENTERPRISES LIMITED
Second Party	:	KANGTO INVESTMENTS PTE LTD
Stamp Duty Paid By	:	MANIPAL HEALTH ENTERPRISES LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

G SEVA KENDRA MURUGESHPALYA Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT AGREEMENT DATED JULY 23, 2026 TO THE SHAREHOLDERS' AGREEMENT DATED APRIL 6, 2023 READ WITH THE AMMAR DOA, THE CALPERS DOA, THE MUBADALA DOA, THE NOVO HOLDINGS DOA, THE TPG DOA, THE MEMG DOA, THE MRMSI DOA AND THE FIRST AMENDMENT AGREEMENT DATED MARCH 6, 2026 ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, KANGTO INVESTMENTS PTE. LTD, KABRU INVESTMENTS PTE. LTD, IMPERIUS HEALTHCARE INVESTMENTS PTE. LTD., TPG SG MAGAZINE PTE. LTD., THE PERSONS LISTED IN SCHEDULE I, SEVENTY SECOND INVESTMENT COMPANY LLC, AMMAR SDN BHD, PHOENIX BEAR INVESTMENTS LLC AND NOVO HOLDINGS INVEST ASIA A/S

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Government of Karnataka

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Certificate No.	:	IN-KA33185817700767Y
Certificate Issued Date	:	22-Jul-2026 12:42 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ MURUGESHPALYA/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAGCSL0850005045290865Y
Purchased by	:	MANIPAL HEALTH ENTERPRISES LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	SECOND AMENDMENT SHA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANIPAL HEALTH ENTERPRISES LIMITED
Second Party	:	KANGTO INVESTMENTS PTE LTD
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Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

MURUGESHPALYA Authorized Signatory

Please write or type below this line

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Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA33187403556055Y
Certificate Issued Date	:	22-Jul-2026 12:43 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ MURUGESHPALYA/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAGCSL0849985257551346Y
Purchased by	:	MANIPAL HEALTH ENTERPRISES LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	SECOND AMENDMENT SHA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANIPAL HEALTH ENTERPRISES LIMITED
Second Party	:	KANGTO INVESTMENTS PTE LTD
Stamp Duty Paid By	:	MANIPAL HEALTH ENTERPRISES LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

MURUGESHPALYA SEVA KENDRA Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT AGREEMENT DATED JULY 23, 2026 TO THE SHAREHOLDERS' AGREEMENT DATED APRIL 6, 2023 READ WITH THE AMMAR DOA, THE CALPERS DOA, THE MUBADALA DOA, THE NOVO HOLDINGS DOA, THE TPG DOA, THE MEMG DOA, THE MRMSI DOA AND THE FIRST AMENDMENT AGREEMENT DATED MARCH 6, 2026 ENTERED INTO BY AND AMONGST MANIPAL HEALTH ENTERPRISES LIMITED, KANGTO INVESTMENTS PTE. LTD, KABRU INVESTMENTS PTE. LTD, IMPERIUS HEALTHCARE INVESTMENTS PTE. LTD., TPG SG MAGAZINE PTE. LTD., THE PERSONS LISTED IN SCHEDULE I, SEVENTY SECOND INVESTMENT COMPANY LLC, AMMAR SDN BHD, PHOENIX BEAR INVESTMENTS LLC AND NOVO HOLDINGS INVEST ASIA A/S

SECOND AMENDMENT
TO THE SHAREHOLDERS' AGREEMENT DATED APRIL 6, 2023

DATED JULY 23, 2026

BY AND AMONGST

MANIPAL HEALTH ENTERPRISES LIMITED

AND

KANGTO INVESTMENTS PTE. LTD

AND

KABRU INVESTMENTS PTE. LTD

AND

IMPERIUS HEALTHCARE INVESTMENTS PTE. LTD.

AND

TPG SG MAGAZINE PTE. LTD.

AND

THE PERSONS LISTED IN SCHEDULE I

AND

SEVENTY SECOND INVESTMENT COMPANY LLC

AND

AMMAR SDN BHD

AND

PHOENIX BEAR INVESTMENTS, LLC

AND

NOVO HOLDINGS INVEST ASIA A/S

This **SECOND AMENDMENT** to the SHA *(defined below)* (the "**Second Amendment Agreement**") is executed at Bengaluru on this 23rd day of July 2026 by and amongst:

1. **MANIPAL HEALTH ENTERPRISES LIMITED**, a public limited company, incorporated in India under the provision of the (Indian) Companies Act, 1956, and having its registered office at The Annexe, #98/2, Rustom Bagh, HAL Airport Road, Bangalore, Karnataka, India, 560017 (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

   AND

2. **KANGTO INVESTMENTS PTE. LTD.**, a company incorporated in Singapore, having its principal place of business at 60B Orchard Road #06-18 Tower 2, The Altrium@Orchard Singapore 238891 (hereinafter referred to as "**Kangto**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

   AND

3. **KABRU INVESTMENTS PTE. LTD.**, a company incorporated in Singapore, having its principal place of business at 60B Orchard Road #06-18 Tower 2, The Altrium@Orchard Singapore 238891 (hereinafter referred to as "**Kabru**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

   AND

4. **IMPERIUS HEALTHCARE INVESTMENTS PTE. LTD.**, a company incorporated in Singapore, having its principal place of business at 1 Wallich Street, #32-02A Guoco Tower, Singapore 078881 (hereinafter referred to as "**Imperius**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

   AND

5. **TPG SG MAGAZINE PTE. LTD.**, a company incorporated in Singapore, having its principal place of business at 83 Clemenceau Avenue, #11-01, UE Square, Singapore 239920 (hereinafter referred to as "**TPG**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

   AND

6. **THE PERSONS LISTED IN SCHEDULE I** hereto (hereinafter referred to collectively as the "**MGHS Group**", which expression shall, unless repugnant to the context or meaning thereof, with respect to individual members forming part of the MGHS Group be deemed to mean and include their successors, executors, heirs and permitted assigns and with respect to corporate entities forming part of the MGHS Group, be deemed to mean and include their successors and permitted assigns);

   AND

7. **SEVENTY SECOND INVESTMENT COMPANY LLC**, a company incorporated under the laws of the United Arab Emirates, having its registered office at Al Mamoura Building, Al Muroor Street, P.O. Box 45005, Abu Dhabi, United Arab Emirates (hereinafter referred to as

"**Mubadala**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

8. **AMMAR SDN BHD**, a company incorporated under the laws of Brunei, having its principal place of business at Level 12, Ministry of Finance and Economy Building, Commonwealth Drive, Jalan Kebangsaan BB3910 Brunei (hereinafter referred to as "**Ammar**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

9. **PHOENIX BEAR INVESTMENTS, LLC,** a limited liability company incorporated under the laws of Delaware, having its registered office at Suite 302, 4001 Kennett Pike, County of New Castle, Wilmington, Delaware 19807 (hereinafter referred to as "**CalPERS**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

10. **NOVO HOLDINGS INVEST ASIA A/S**, a limited liability company incorporated under the laws of Denmark, having its principal place of business at Tuborg Havnevej 19 2900 Hellerup, Denmark (hereinafter referred to as "**Novo Holdings**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

In this Second Amendment Agreement, Kangto and Kabru are, hereinafter, collectively referred to as "**TemasekCo**". Kangto, Kabru and Imperius shall, hereinafter, collectively be referred to as "**Temasek Group**" and individually referred to as "**Temasek**".

The Temasek Group, TPG, the MGHS Group, the Company, Mubadala, Ammar, CalPERS and Novo Holdings are, hereinafter, collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

WHEREAS:

(A) The Temasek Group, MGHS Group, TPG Asia VI SF Pte. Ltd. and the Company entered into the Shareholders' Agreement dated April 6, 2023, to *inter alia*, record the terms in relation to the governance, management, operations and affairs of the Company and the terms governing the *inter se* relationship of the Shareholders. Subsequently, Kabru had entered into deeds of adherence dated: (i) November 25, 2023 with Mubadala; (ii) December 12, 2023 with Novo Holdings; (iii) December 13, 2023 with CalPERS and (iv) February 14, 2024 with Ammar, wherein certain Equity Securities held by Kabru were transferred to Mubadala, Novo Holdings, CalPERS and Ammar, respectively, and specified rights and obligations of the Shareholders' Agreement dated April 6, 2023, became applicable to Mubadala, Novo Holdings, CalPERS and Ammar, respectively. Further, the Company has entered into a deed of adherence dated July 18, 2023 pursuant to which TPG acquired certain Equity Securities of the Company, and specified rights and obligations of the Shareholders' Agreement dated April 6, 2023, became applicable to TPG from TPG Asia VI SF Pte. Ltd. The Shareholders' Agreement dated April 6, 2023 and each of the aforementioned deeds of adherence are together referred to as the ("**Shareholders' Agreement**").

(B) Subsequently, in order to facilitate the Proposed IPO, the Parties entered into the first amendment agreement dated March 6, 2026 ("**First Amendment Agreement**") to: (i) amend certain terms of the Shareholders' Agreement; and (ii) provide their respective consent(s) and/or waiver(s) with respect to certain actions under the terms of the Shareholders' Agreement, in the manner and subject to the conditions as set out in the First Amendment Agreement, to the extent applicable to each such Party. The Shareholders' Agreement dated April 6, 2023 as amended by the First Amendment Agreement and each of the Ammar DOA, CalPERS DOA, Mubadala DOA, Novo Holdings DOA, TPG DOA, the deed of adherence dated March 26, 2026 entered into between the Company and MEMG International India Private Limited ("**MEMG DOA**") and the deed of adherence dated July 14, 2026 entered into between TPG and Manipal Research & Management Services International ("**MRMSI DOA**") are together referred to as the ("**SHA**"). Pursuant to these amendments, the articles of association of the Company were amended to reflect the current form of the SHA.

(C) The Parties are entering into this Second Amendment Agreement to amend certain terms of the SHA as amended by the First Amendment Agreement in the manner and subject to the conditions as set out in this Second Amendment Agreement, to the extent applicable to each such Party.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

1.1 Unless the context otherwise requires, capitalized terms used in any part of this Second Amendment Agreement but not defined herein, to the extent not inconsistent with the context thereof or otherwise defined herein, shall: (i) have the same meaning as ascribed to such respective terms in the SHA, and (ii) shall be incorporated by way of amendments to the SHA by this Second Amendment Agreement. In case of any conflict between the terms of this Second Amendment Agreement and the SHA in relation to the subject matter herein, this Second Amendment Agreement shall take precedence, unless specified to the contrary in this Second Amendment Agreement.

1.2 The Parties also understand and agree that, except to the extent as amended or modified pursuant to this Second Amendment Agreement, all rights and obligations of the Parties under the SHA shall continue to remain in full force as currently provided for under the SHA and shall be enforceable against the Parties in accordance with its terms.

1.3 On and from the date hereof, unless the context otherwise requires: (i) each reference to the SHA shall mean the SHA read with the First Amendment Agreement as amended by this Second Amendment Agreement; and (ii) each reference to the SHA read with the First Amendment Agreement contained in any document shall be construed as a reference to the SHA as amended by this Second Amendment Agreement.

2. AMENDMENTS

2.1 Clause 4.4.2 (*Directors*) of the SHA is hereby amended and substituted in its entirety with the following clause and the corresponding provisions of Part B of the articles of association of the Company shall be construed accordingly:

"*The Board shall at all times comprise of a maximum of up to 15 (fifteen) Directors and the composition of the Board shall be in compliance with applicable Law including the Act and the SEBI LODR Regulations. The Board shall comprise of:*

*(a) Up to 3 (three) Directors nominated by the Temasek Group ("**Temasek Group Directors**").*

*(b) 1 (one) Director nominated by the MGHS Group ("**MGHS Director**").*

(c) Puneet Bhatia who will continue to serve as a non-executive Director on the Board. It is clarified that TPG shall not have the right to nominate any directors to the Board, including post commencement of listing and trading of Equity Shares on the Stock Exchanges pursuant to the Proposed IPO.

(d) Dilip Jose Puthiyidathu who will continue to serve as an executive Director.

*(e) Dr. Hebri Sudarshan Ballal ("**Dr. Ballal**") who shall continue as a non-executive Director and Chairman of the Board; and*

(f) Such number of Directors, who qualify as 'independent director' in terms of the Act and the SEBI LODR Regulations, as may be required by the Act and the SEBI LODR Regulations from time to time, shall be appointed as independent directors to the Board.

Without prejudice to the above, the Parties agree to exercise all powers and rights available to them to ensure that the number of Directors on the Board is in accordance with this Clause 4.4.2. It is clarified that for the purposes of Clause 4.4.2(b), Dr. Ranjan Ramdas Pai shall be considered a nominee of the MGHS Group."

3. CONSENTS FROM PARTIES

Strictly for the limited purpose of and solely to the extent that they relate to facilitating the Proposed IPO, the Parties, jointly and not severally accord their consent to disclose a summary of the terms of this Second Amendment Agreement (to the extent required to be disclosed in relation to the Proposed IPO under applicable Law) under the RHP and Prospectus and as may be required pursuant to applicable Law; and to provide this Second Amendment Agreement as material contract and document for inspection in terms of the SEBI ICDR Regulations and submission of copies of this Second Amendment Agreement to the registrar of companies and any other regulatory authority as may be required under applicable Law in relation to the Proposed IPO.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto as of the date of this Second Amendment Agreement, that it has the power and authority and is competent to enter into and perform its obligations under this Second Amendment Agreement and this Second Amendment Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Second Amendment Agreement except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application and that all necessary actions have been taken to authorize the execution, performance and delivery of this Second Amendment Agreement.

5. TERM AND TERMINATION

5.1 The provisions of this Second Amendment Agreement shall come into effect from the date hereof ("**Effective Date**") and shall remain co-terminus with the First Amendment Agreement. In the event of termination of the First Amendment Agreement in accordance with its terms, in addition to the provisions of clause 7 of the First Amendment Agreement which shall apply *mutatis mutandis* to the termination of this Second Amendment Agreement: (i) the Second Amendment Agreement shall be deemed to be automatically terminated and the provisions of the SHA as amended pursuant to the Second Amendment Agreement shall be deemed to be null and void, having no effect and validity; (ii) the Shareholders' Agreement (including for clarity, Ammar DOA, the CalPERS DOA, the Mubadala DOA, the Novo Holdings DOA, the TPG DOA, the MEMG DOA and the MRMSI DOA) will be made effective in its entirety as it was prior to the effective date of the First Amendment Agreement and shall immediately and automatically stand re-instated with full force and effect, without any break or interruption whatsoever without any further action or deed required on the part of any Party (except for any consent or approval required under applicable Law) and be deemed to have been in force during the period between the effective date of the First Amendment Agreement and the Long Stop Date, without any break or interruption whatsoever.

5.2 The termination of this Second Amendment Agreement shall be without prejudice to the accrued rights and obligation of the Parties hereunder prior to such termination and nothing herein shall relieve any Party from its obligations or from any liability under the SHA, save for any consents provided under this Second Amendment Agreement.

5.3 With respect to any Party, this Second Amendment Agreement shall stand automatically terminated, without any further action or deed required on the part of any other Party, upon such Party ceasing to hold any Equity Securities in the Company, subject to the surviving rights and obligations of such Party which accrue on or prior to the date of such Party ceasing to be a Shareholder. For avoidance of doubt, it is clarified that the Second Amendment Agreement shall continue to be in full force and effect insofar as the other Parties are concerned.

6. MISCELLANEOUS

6.1 The Parties hereby agree that the provisions of Clause 1 (*Definitions and Interpretation*) Clause 18 (*Notices*), Clause 19 (*Governing Law and Dispute Resolution*), Clause 20 (*Cost and Expenses*), Clause 21 (*Intent and Effect of this Agreement*) and Clause 22 (*Miscellaneous Provisions*) except Clauses 22.1 (*Entire Agreement*), 22.2 (*Existing SHA*) and Clause 22.4 (*Amendments*) of the SHA shall apply *mutatis mutandis* to this Second Amendment Agreement.

6.2 This Second Amendment Agreement shall not be modified or waived except in writing executed by all Parties to this Second Amendment Agreement. This Second Amendment Agreement shall form an integral part of the SHA read with the First Amendment Agreement and all terms and conditions of the SHA read with the First Amendment Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended or deleted by this Second Amendment Agreement. The provisions of the SHA as amended by the First Amendment Agreement shall continue to apply, to the extent such provisions of the First Amendment Agreement have not been amended by way of this Second Amendment Agreement.

6.3 As of and from the date of this Second Amendment Agreement until termination in accordance Clause 5 hereof, this Second Amendment Agreement forms an integral part of the SHA, and when read with the SHA contains the whole agreement among the Parties relating to the transactions contemplated by this Second Amendment Agreement read with the SHA and the First Amendment Agreement and supersedes all other previous agreements between the Parties including the Mubadala DOA, the Novo Holdings DOA, the Ammar DOA, the CalPERS DOA, TPG DOA, the MEMG DOA and the MRMSI DOA and reference to any clause of the SHA in the DOAs shall mean and refer to the provisions as amended by the First Amendment Agreement and this Second Amendment Agreement. Save as agreed in the First Amendment Agreement and this Second Amendment Agreement, all other terms and conditions of the SHA, Mubadala DOA, the Novo Holdings DOA, the Ammar DOA, the CalPERS DOA, the TPG DOA, the MEMG DOA and the MRMSI DOA shall remain unchanged and shall continue remain in full force and effect and binding on the Parties in accordance with its terms. For the avoidance of doubt, it is hereby clarified that, unless the context otherwise requires, from the Effective Date (or such other date as set out in this Second Amendment Agreement) until termination of this Second Amendment Agreement in accordance with Clause 5, any reference to the SHA shall be construed to mean the SHA as amended by the First Amendment Agreement and this Second Amendment Agreement, including in any communications between the Parties, shall be construed to mean the SHA as amended by the First Amendment Agreement and this Second Amendment Agreement and in case of any conflict between the SHA and this Second Amendment Agreement, the terms of this Second Amendment Agreement shall prevail with respect to the terms contained hereunder.

6.4 This Second Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person. In the event any of the Parties delivers a .pdf format signature page of a signature page to this Second Amendment Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in .pdf format.

[*Remainder of this page intentionally left blank. Signature pages to follow.*]

SCHEDULE I

Sr. No.	Names of members of the MGHS Group	Address
1.	Manipal Global Health Services	22, St Georges Street, Port Louis, Mauritius
2.	MEMG International Ltd.	22, St Georges Street, Port Louis, Mauritius
3.	Dr. Ranjan Pai	Block - 1B, ESENCIA, Jakkur Plantation Village main road, Jakkur Yelahanka, Bengaluru – 560064
4.	Cypress Holdings	22, St Georges Street, Port Louis, Mauritius
5.	Manipal Education and Medical Group India Private Limited	#24/1, 15th Floor, J W Marriott, Vittal Mallya Road, Bangalore Karnataka, India 560001
6.	MEMG International India Private Limited	#24/1, 15th Floor, J W Marriott, Vittal Mallya Road, Bangalore Karnataka, India 560001
7.	Manipal Research & Management Services International	22, St Georges Street, Port Louis, Mauritius

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

MANIPAL HEALTH ENTERPRISES LIMITED

H. Sudarshan Ballal

Name: Dr. H Sudarshan Ballal

Title: Chairman

Manipal Health Enterprises Limited
★Bengaluru★

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

KANGTO INVESTMENTS PTE. LTD.

Jung R Park

Name: Jung Ryun Park

Title: Authorised Signatory

(*This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

KABRU INVESTMENTS PTE. LTD.

Name: Jung Ryun Park

Title: Authorised Signatory

(*This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

IMPERIUS HEALTHCARE INVESTMENTS PTE. LTD.

Name: Jung Ryun Park

Title: Authorised Signatory

(*This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

TPG SG MAGAZINE PTE. LTD.

Name: Chalothorn Vashirakovit

Title: Director

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

MANIPAL GLOBAL HEALTH SERVICES

____

Name: Srinivas Ranganathan

Title: Director

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

MEMG INTERNATIONAL LIMITED

____

Name: anganathan

Tit

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED by:

DR. RANJAN PAI

____

(*This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

CYPRESS HOLDINGS

Nar S. Ranganathan

Title: Director

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

MANIPAL EDUCATION AND MEDICAL GROUP INDIA PRIVATE LIMITED

Name: Sreekanth K

Title: Director

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

Manipal Education and Medical Group India Pvt Ltd
Corporate and Registered Office:
No. 24/1, 15th Floor, J W Marriott, Vittal Mallya Road, Bangalore - 560001
Ph: 91 80 3088 8100 Fax : 91 80 3088 8222 www.manipalgroup.com CIN:U74140KA2004PTC033168

MEMG International India Pvt Ltd

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

MEMG INTERNATIONAL INDIA PRIVATE LIMITED

Name: Sreekanth K

Title: Authorised Signatory

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

Corporate and Registered Office:
No. 24/1, 15th Floor, J W Marriott, Vittal Mallya Road, Bangalore - 560001
Ph: 91 80 3088 8100 Fax : 91 80 3088 8222 www.manipalgroup.com CIN:U74140KA2003PTC031984

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

MANIPAL RESEARCH & MANAGEMENT SERVICES INTERNATIONAL

____

Name: Srinivas Ranganathan

Title: Director

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

SEVENTY SECOND INVESTMENT COMPANY LLC

Signed by:
Mina Abdulla Hamoodi
DFDABB3D4D1F499...

Name: Mina Hamoodi

Title: Authorised Signatory

DocuSigned by:
Hernan Pellegrini
02FD98B6B54E4B1...

Name: Hernan Pellegrini

Title: Authorised Signatory

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

Initial
OJB

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

AMMAR SDN BHD

Name: Norakerteni Muhammad

Title: Director

(*This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

PHOENIX BEAR INVESTMENTS, LLC

Matt White

Name: Matthew White

Title: Vice President

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

NOVO HOLDINGS INVEST ASIA A/S

Signed by:

Barbara Fiorini

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Name: Barbara Fiorini

Title: General Counsel

(This signature page forms an integral part of the Second Amendment Agreement to the SHA executed inter-alios the shareholders of Manipal Health Enterprises Limited)