



सत्यमेव जयते

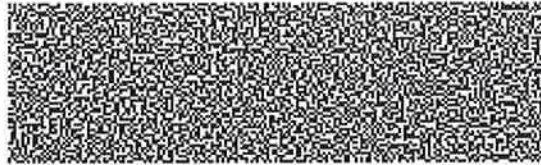
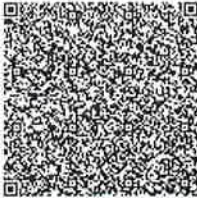
INDIA NON JUDICIAL

Government of Karnataka



e-Stamp

Certificate No.	: IN-KA16166922300860V
Certificate Issued Date	: 04-Jul-2023 07:15 PM
Account Reference	: NONACC/ kakscsa08/ JOGUPALYA/ KA-JY
Unique Doc. Reference	: SUBIN-KAKAKSCSA0809676909530175V
Purchased by	: MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Description of Document	: Article 5(J) Agreement (In any other cases)
Property Description	: DEED OF ADHERENCE
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TPG SG MAGAZINE PTE LTD
Second Party	: MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Stamp Duty Paid By	: MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 1,500 (One Thousand Five Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEED OF ADHERENCE

This Deed of Adherence (“**Deed**”) is made on this 18th day of July, 2023:

BETWEEN

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 239 920 (hereinafter called “**TPG Asia VIII**” which expression shall, unless repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns);

AND

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED, a company incorporated under the provisions of the Act and having its registered office at The Annexe, #98/2, Rustom Bagh, Hal Airport Road, Bengaluru – 560 017, Karnataka, India (hereinafter referred to as the “**Company**”, which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors).

THIS DEED IS SUPPLEMENTAL to the shareholders’ agreement executed on the 6th day of April, 2023 by and amongst Kangto Investments Pte. Ltd., Kabru Investments Pte. Ltd., Imperius Healthcare Investments Pte. Ltd., TPG Asia VI SF. Pte. Ltd., Manipal Global Health Services, MEMG International Limited, Dr. Ranjan Pai, Dr. Shruti Pai, Cypress Holdings, Manipal Education and Medical Group India Private Limited and the Company (the “**Agreement**”).

NOW THEREFORE THIS DEED OF ADHERENCE WITNESSETH AS FOLLOWS:

In consideration of TPG Asia VIII purchasing Equity Securities pursuant to the terms of the TPG Asia VIII-MRMSI SPA, TPG Asia VIII hereby agrees and undertakes as follows:

1. TPG Asia VIII hereby confirms that a copy of the Agreement and the articles of association of the Company have been made available to it and hereby covenants with the Company and Relevant Shareholders to observe, perform and be bound by all the terms, obligations, and liabilities as stipulated in the Agreement and the articles of association of the Company with effect from the date of completion of the Transfer of the Equity Securities as set out in the TPG Asia VIII-MRMSI SPA.
2. TPG Asia VIII shall be entitled to all the rights of and subject to the obligations equivalent to those as available and applicable to TPG under the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement), as if TPG Asia VIII was the original signatory to the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement) and had executed the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement) along with the other parties instead of TPG, and shall accordingly be considered as a party to the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement).

3. The Company and the Relevant Shareholders shall be entitled to enforce the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement) against TPG Asia VIII and TPG Asia VIII shall be entitled to enforce the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement) against the Company and the other parties to the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement).
4. TPG Asia VIII hereby covenants that it shall do nothing that derogates from the provisions of the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement) or the articles of association of the Company.
5. TPG Asia VIII understands that this Deed is in all respects supplemental to the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement) and that at no time shall the provisions of this Deed or any other agreement among the parties to the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement), be used to contravene, derogate or detract from the same, unless the same is expressly provided in this Deed. In case of any inconsistency between the provisions of this Deed and the Agreement, the Agreement (including all side letters and undertakings executed pursuant or in relation to this Agreement) shall prevail.
6. For the purposes of Clause 18 of the Agreement, the address and facsimile number of TPG Asia VIII are:

TPG Asia VIII

Address: 83 Clemenceau Ave, #11-01 UE Square, Singapore 239920

Telephone: +65 6390 5000, 65 6393 5052

Fax: +65 6390 5001

Email: dchiang@tpg.com; NKay@tpg.com

For the attention of: The Directors

7. Capitalized term not defined in this Deed shall have the same meaning ascribed to the term under the Agreement.
8. The provisions of Clauses 19 (*Governing Law and Dispute Resolution*) and 22 (*Miscellaneous Provisions*) of the Agreement shall mutatis mutandis apply to this Deed and are deemed to be incorporated by reference in this Deed.

SIGNED AND DELIVERED for and on behalf of:

TPG SG MAGAZINE PTE. LTD.



Name : DAVID TAN

Title : DIRECTOR

(This signature page forms an integral part of the deed of adherence executed inter-alios TPG SG Magazine Pte. Ltd. and Manipal Health Enterprises Private Limited.)

SIGNED AND DELIVERED for and on behalf of:

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED



Name : Dr. H Sudarshan Ballal

Title : Chairman

(This signature page forms an integral part of the deed of adherence executed inter-alios TPG SG Magazine Pte. Ltd. and Manipal Health Enterprises Private Limited.)