

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

SCHEDULE 13D/A

Under Securities Exchange Act of 1934
(Amendment No. 5)*

iKang Healthcare Group, Inc.

(Name of Issuer)

Class A Common Shares, par value US\$0.01 per share**

(Title of Class of Securities)

45174L108***

(CUSIP Number)

**Mr. Lee Ligang Zhang
c/o iKang Healthcare Group, Inc.
B-6F Shimao Tower, 92A Jianguo Road
Chaoyang District
Beijing 100022
People's Republic of China
+86 10 5320 6080**

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

March 22, 2018

(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 that 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 §240.13d-7(b) 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.

** Not for trading, but only in connection with the registration of American Depositary Shares each representing 1/2 Class A Common Share.

*** This CUSIP applies to the American Depositary Shares, each representing 1/2 Class A Common Share.

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 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the *Notes*).

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Lee Ligang Zhang	
2	Check the Appropriate Box if a Member of a Group (a) <input 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 Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 4,874,371¹
	8	Shared Voting Power 0
	9	Sole Dispositive Power 4,874,371¹
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,874,371¹	
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) 13.9%.² The voting power of the shares beneficially owned by the Reporting Person represents 34.9% of the total outstanding voting power of all Common Shares.	
14	Type of Reporting Person IN	

1 Consists of (i) 526,721 Class A Common Shares held by Time Intelligent Finance Limited; (ii) 805,100 Class C Common Shares held by Time Intelligent Finance Limited; (iii) 2,264,140 Class A Common Shares and 1,256,820 American Depositary Shares (representing 628,410 Class A Common Shares) held by ShanghaiMed, Inc., which is wholly owned by Time Intelligent Finance Limited; (iv) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5; and (v) 500,000 Class A Common Shares issuable upon exercise of options held by Mr. Lee Ligang Zhang within 60 days of the date of this Amendment No. 5.

The rights of the holders of Class A and Class C Common Shares are identical, except with respect to voting and conversion rights. Each Class A Common Share will be entitled to one vote per share. Each Class C Common Share will be entitled to 15 votes per share and is convertible at any time into one Class A Common Share.

2 Percentage calculated based on (i) 33,572,694 Class A Common Shares (excluding Class A Common Shares issued to the depositary and reserved for exercise of options) and 805,100 Class C Common Shares outstanding as of February 28, 2018, and (ii) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. and 500,000 Class A Common Shares issuable upon exercise of options held by Mr. Lee Ligang Zhang, in each case, within 60 days of the date of this Amendment No. 5.

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Time Intelligent Finance Limited	
2	Check the Appropriate Box if a Member of a Group (a) <input 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 Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 4,374,371¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 4,374,371¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,374,371¹	
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) 12.7%.² The voting power of the shares beneficially owned by the Reporting Person represents 34.2% of the total outstanding voting power of all Common Shares.	
14	Type of Reporting Person CO	

¹ Consists of (i) 526,721 Class A Common Shares held by Time Intelligent Finance Limited; (ii) 805,100 Class C Common Shares held by Time Intelligent Finance Limited; (iii) 2,264,140 Class A Common Shares and 1,256,820 American Depositary Shares (representing 628,410 Class A Common Shares) held by ShanghaiMed, Inc.; and (iv) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5. As Time Intelligent Finance Limited is wholly owned by Time Evergreen Company Limited, which in turn is wholly owned by TMF (Cayman) Ltd. as trustee of Zhang's Family Trust with Mr. Lee Ligang Zhang as settlor, Time Intelligent Finance Limited shares the voting and dispositive power of such 4,374,371 Common Shares with Time Evergreen Company Limited and TMF (Cayman) Ltd.

² Percentage calculated based on (i) 33,572,694 Class A Common Shares (excluding Class A Common Shares issued to the depositary and reserved for exercise of options) and 805,100 Class C Common Shares outstanding as of February 28, 2018, and (ii) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5.

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) ShanghaiMed, Inc.	
2	Check the Appropriate Box if a Member of a Group (a) <input 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 Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 3,042,550¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 3,042,550¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 3,042,550¹	
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) 8.8%². The voting power of the shares beneficially owned by the Reporting Person represents 6.6% of the total outstanding voting power of all Common Shares.	
14	Type of Reporting Person CO	

¹ Consists of (i) 2,264,140 Class A Common Shares and 1,256,820 American Depositary Shares (representing 628,410 Class A Common Shares) held by ShanghaiMed, Inc.; and (ii) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5. As ShanghaiMed, Inc. is wholly owned by Time Intelligent Finance Limited, it shares the voting and dispositive power of such 3,042,550 Common Shares with Time Intelligent Finance Limited, Time Evergreen Company Limited and TMF (Cayman) Ltd.

² Percentage calculated based on (i) 33,572,694 Class A Common Shares (excluding Class A Common Shares issued to the depositary and reserved for exercise of options) and 805,100 Class C Common Shares outstanding as of February 28, 2018, and (ii) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5.

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) TMF (Cayman) Ltd. as the Trustee of Zhang's Family Trust		
2	Check the Appropriate Box if a Member of a Group		(a) <input 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 Item 2(d) or 2(e) <input type="checkbox"/>		
6	Citizenship or Place of Organization Cayman Islands		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power	0
	8	Shared Voting Power	4,374,371¹
	9	Sole Dispositive Power	0
	10	Shared Dispositive Power	4,374,371¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,374,371¹		
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) 12.7%.² The voting power of the shares beneficially owned by the Reporting Person represents 34.2% of the total outstanding voting power of all Common Shares.		
14	Type of Reporting Person CO		

¹ Consists of (i) 526,721 Class A Common Shares held by Time Intelligent Finance Limited; (ii) 805,100 Class C Common Shares held by Time Intelligent Finance Limited; (iii) 2,264,140 Class A Common Shares and 1,256,820 American Depositary Shares (representing 628,410 Class A Common Shares) held by ShanghaiMed, Inc.; and (iv) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5. TMF (Cayman) Ltd. is the trustee of Zhang's Family Trust with Mr. Lee Ligang Zhang as settlor. As TMF (Cayman) Ltd. holds all of the equity interests in Time Evergreen Company Limited which in turn holds all of the equity interests in Time Intelligent Finance Limited, TMF (Cayman) Ltd. shares the voting and dispositive power of such 4,374,371 Common Shares with Time Evergreen Company Limited and Time Intelligent Finance Limited.

² Percentage calculated based on (i) 33,572,694 Class A Common Shares (excluding Class A Common Shares issued to the depositary and reserved for exercise of options) and 805,100 Class C Common Shares outstanding as of February 28, 2018, and (ii) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5.

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Time Evergreen Company Limited	
2	Check the Appropriate Box if a Member of a Group	(a) <input 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 Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 4,374,371¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 4,374,371¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,374,371¹	
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) 12.7%.² The voting power of the shares beneficially owned by the Reporting Person represents 34.2% of the total outstanding voting power of all Common Shares.	
14	Type of Reporting Person CO	

¹ Consists of (i) 526,721 Class A Common Shares held by Time Intelligent Finance Limited; (ii) 805,100 Class C Common Shares held by Time Intelligent Finance Limited; (iii) 2,264,140 Class A Common Shares and 1,256,820 American Depositary Shares (representing 628,410 Class A Common Shares) held by ShanghaiMed, Inc.; and (iv) 150,000 Class A Common Shares issuable to ShanghaiMed, Inc. upon its exercise of options within 60 days of the date of this Amendment No. 5. As Time Evergreen Company Limited holds all of the equity interests in Time Intelligent Finance Limited and is wholly owned by TMF (Cayman) Ltd. as trustee of Zhang's Family Trust with Mr. Lee Ligang Zhang as settlor, Time Evergreen Company shares the voting and dispositive power of such 4,374,371 Common Shares with Time Intelligent Finance Limited and TMF (Cayman) Ltd.

² Percentage calculated based on (i) 33,572,694 Class A Common Shares (excluding Class A Common Shares issued to the depositary and reserved for exercise of options) and 805,100 Class C Common Shares outstanding as of February 28, 2018, and (ii) 150,000 Class A Common Shares issuable upon exercise of options held by ShanghaiMed, Inc. within 60 days of the date of this Amendment No. 5.

Introductory Note

This Amendment No. 5 to Schedule 13D (this “**Amendment No. 5**”) amends and supplements the Schedule 13D filed jointly by the Reporting Persons with the Securities and Exchange Commission (the “**SEC**”) on September 9, 2015, as previously amended by Amendment No. 1 filed on January 5, 2016, Amendment No. 2 filed on June 7, 2016, Amendment No. 3 filed on August 25, 2017, and Amendment No. 4 filed on December 1, 2017, respectively (the “**Original Schedule 13D**”). Except as amended and supplemented herein, the information set forth in the Original Schedule 13D remains unchanged. Capitalized terms used herein have meanings as assigned thereto in the Original Schedule 13D unless defined herein.

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

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

On November 1, 2017, ShanghaiMed, Inc. (“**ShanghaiMed**”) entered into a Credit Agreement (the “**Credit Agreement**”), pursuant to which Bank Julius Baer & Co. Ltd. (the “**Bank**”) may provide fixed term loans, overdrafts, contingent liabilities and coverage of margin requirements and realized or unrealized losses resulting from trading operations to ShanghaiMed. Pursuant to the Credit Agreement, ShanghaiMed will apply for a credit limit and must provide sufficient collateral with sufficient lending value.

On November 1, 2017, ShanghaiMed entered into a General Pledge and Assignment Agreement (the “**Share Pledge**”) with the Bank in respect of all secured claims, including present and future claims of the Bank that have arisen or may arise in the future from ShanghaiMed’s business dealings with the Bank or other legal causes to secure ShanghaiMed’s obligations under the Credit Agreement.

On March 26, 2018, pursuant to an Addendum to the Credit Agreement and the General Pledge and Assignment Agreement dated March 22, 2017, ShanghaiMed deposited and pledged 1,256,820 American Depositary Shares (“**ADSs**”) to the Bank to secure a maximum available credit limit of US\$12,000,000 granted by the Bank. In the event that ShanghaiMed fails to repay the loan, the Bank will have the right to dispose of the pledged shares.

Item 7. Material to be Filed as Exhibits.

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

Exhibit 7.12: General Pledge and Assignment Agreement, dated November 1, 2017, by and between ShanghaiMed, Inc. and Bank Julius Baer & Co. Ltd.

Exhibit 7.13: Addendum to the Credit Agreement and the General Pledge and Assignment Agreement, dated March 22, 2017, by and between ShanghaiMed, Inc. and Bank Julius Baer & Co. Ltd.

* * * * *

SIGNATURE

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

Date: March 28, 2018

LEE LIGANG ZHANG

By: /s/ LEE LIGANG ZHANG
Name: Lee Ligang Zhang

TIME INTELLIGENT FINANCE LIMITED

By: /s/ LEE LIGANG ZHANG
Name: Lee Ligang Zhang
Title: Director

SHANGHAIMED, INC.

By: /s/ LEE LIGANG ZHANG
Name: Lee Ligang Zhang
Title: Director

TMF (CAYMAN) LTD.

By: /s/ HO Suk Ching and CHAN Ka Wah Hanifa
Name: HO Suk Ching and CHAN Ka Wah Hanifa
Title: Authorized Signatories

TIME EVERGREEN COMPANY LIMITED

By: /s/ S.B. Vanwall Ltd.
Name: S.B. Vanwall Ltd.
Title: Director

INDEX TO EXHIBITS

- Exhibit 7.12 General Pledge and Assignment Agreement, dated November 1, 2017, by and between ShanghaiMed, Inc. and Bank Julius Baer & Co. Ltd.
- Exhibit 7.13 Addendum to the Credit Agreement and the General Pledge and Assignment Agreement, dated March 22, 2017, by and between ShanghaiMed, Inc. and Bank Julius Baer & Co. Ltd.

General Pledge and Assignment Agreement**(Pledgor and Borrower are identical)**

ShanghaiMed, Inc.

Name(s), first name(s) / Company name of the Pledgor(s)

Moore Stephens International, Services (BVI) Limited, Palm Grove House, Wickhams Cay I, Tortola, Post Office Box 3186, Road Town, Virgin Islands, British

Address(es) of the Pledgor(s)

(hereinafter "**Pledgor**")

hereby pledges and/or assigns for security purposes and/or transfers for security purposes the Collateral (as defined below) in favour of

BANK JULIUS BAER & CO. LTD.

including its Swiss and foreign branches (hereinafter "**Bank**") in order to secure all claims (i.e. the Secured Claims [as defined below]) which the Bank currently has or may acquire in the future against the Pledgor or his legal successors.

Collateral

All present and future assets, claims and rights of the Pledgor (on all existing and future accounts/ custody accounts), which are or will be held or booked or are in transit to be held or booked, in whole or in part, for the account of the Pledger by the Bank, in the Bank's name by third parties, be accessible to or located on the premises of the Bank, be held by the Bank on a fiduciary basis for the account of the Pledgor, or be directly or indirectly, in possession of the Bank or over which the Bank has or will have the power of disposal for any legal reason (hereinafter "**Collateral**") including but not limited to:

- 1.1 all intermediated securities according to the Swiss Federal Intermediated Securities Act (FISA) (the "**Intermediated Securities**"), all securities in certificated, uncertificated or book-entry form, loan-stock rights and all securities that the Pledgor might own from time to time arising from any conversion of, exchange for or replacement of present securities or granting of additional securities (the "**Securities**");
- 1.2 all other assets, items of value, insurance policies, and goods and commodities (such as precious metals, coins, documents relating to claims and investments, documents conveying rights to movable assets, mortgage securities etc .) and claims arising from relating insurance policies including all subsidiary rights due now and in future (e. g. interest, rental payments etc.) (the "**Items of Value**");
- 1.3 all present and future claims, credit balances or other receivables, including monetary claims and receivables relating to and arising from the Securities , of the Pledgor arising from the account relationship or other relationships with the Bank, due or yet to become due, as well as all present credit balances and those that may subsequently come into existence in Swiss francs as well as foreign currencies or their equivalent expressed in Swiss francs and all other rights of whatsoever kind (the "**Receivables**");
- 1.4 rights and claims arising from any realisation of the Collateral together with any rights directly or indirectly related to the Collateral (the "**Realisation Claims**"); and
- 1.5 rights and claims arising from investments which the Bank undertakes on a fiduciary basis at the expense and risk of the Pledgor (the "**Investment Claims**").

2 Secured claims

Secured claims (hereinafter "**Secured Claims**") under this Agreement are all present and future claims of the Bank (including margin requirements, contingent liabilities, derivative transactions, disputed claims, etc.) that have arisen or may arise in the future from the Pledger's business dealings with the Bank or that have arisen or may arise in the future from other legal causes even if a legal source has not yet been enacted or come into force.

The Collateral shall cover in particular, but not exclusively, the amount in principal of the Secured Claims as well as interest accrued, interest due and future interest (even if only accruing and not yet due), commission, brokerage and any reasonably incurred expenses such as customs duties, insurance premiums, and costs incurred in enforcing the Collateral, as applicable, as well as costs and indemnities incurred from litigation and execution proceedings but excluding any proceedings where the Bank's negligence or breach of this Agreement is established.

For internal use of the Bank only and

without any limitation of Pledge and Assignment

Filed under ZR no . 0318.8688

3 Perfection of Security Rights over Collateral

The Pledger hereby, as the case may be:

- 1 agrees to transfer for security purposes and hereby transfers for security purposes (Sicherungsubereignung) to the Bank all of the Items of Value; and
- 2 agrees to assign for security purposes and hereby assigns for security purposes (Sicherungsabtretung) to the Bank all of the Receivables, the Securities and Intermediated Securities, the Realisation Claims and the Investment Claims,

provided, however, that Collateral shall not be assigned for security purposes or transferred for security purposes and, therefore, the Pledger hereby agrees to pledge and hereby pledges all such Collateral which:

- 1 as a matter of the assignment would be extinguished as a consequence of confusion; or
- 2 as a matter of the assignment or transfer would trigger notification requirements, be it under takeover, stock exchange or other applicable laws; or
- 3 on a case-by-case basis, the Bank would favour a pledge over an assignment or transfer and notifies the Pledger to this effect. If the Bank omits to send such notification giving details of the Collateral in question to the Pledger, it is deemed to be assigned for security purposes or, as the case may be, transferred for security purposes to the Bank.

The Pledger undertakes to procure that Securities in registered form shall be endorsed in blank by the relevant shareholder. Such Securities shall be held by the Bank in its capacity as secured party, Securities which are neither in registered form nor in bearer form are hereby assigned in accordance with article 901 paragraph 2 of the Swiss Civil Code and article 165 of the Swiss Code of Obligations.

Any assets subject to a pledge pursuant to article 884 of the Swiss Civil Code shall forthwith only be accessible and disposable by the Pledger subject to the Bank's prior express consent. The Bank shall be entitled to notify debtors of the Pledger in relation to the Collateral about the pledge and assignment of the related claims by the Pledger to the Bank. The Bank is entitled to claim the fulfilment of these obligations against the Pledger's debtor to itself. For this purpose the Pledger shall release the Bank from its duty to maintain banking secrecy and other duties of non-disclosure. The Bank's rights to assigned Securities shall rank ahead of subsequent transfers to Intermediated Securities. The Bank's prior right of retention remains reserved.

4 Treatment of Collateral

For the avoidance of doubt, the voting rights of the Securities and Intermediated Securities being subject to this Agreement shall always remain with the Pledger. However, the Bank shall be entitled but not obliged to represent the Pledger with regard to the pledged securities and to exercise any possible membership rights.

In the event that the Collateral shall be transferred to a new owner, the Pledger agrees to cooperate and to issue upon request any declarations, endorsements or assignments reasonably necessary for the enforcement of the Collateral.

The Pledger authorises the Bank to take all steps which the Bank considers reasonably necessary for the creation, perfection, preservation and realisation of the Collateral and agree to immediately fulfil all formalities which the Bank may reasonably require. The Bank is authorised, but not obliged, to call in and to collect pledged and/or assigned securities, bills of exchange, claims and the like, as well as to collect interest, dividends, etc. It shall, however, not be obliged to file claims against the Pledger in the event of bankruptcy, death, public notice to creditors, judicial inventory, etc. of the Pledger itself.

The Pledger is exclusively responsible for the preservation of the value of the Collateral. In addition, and irrespective of any measures taken by the Pledger, the Bank may take but is not obliged to take any such measures it deems necessary in order to protect its own interests in the Collateral.

5 Insurance of Collateral

In case of mortgage deeds, instruments conveying title to goods or other movable property as Collateral, the Pledger shall be obliged to insure the Collateral, or the real property or goods underlying such Collateral, on his own account and at his own expense, with an insurance company reasonably acceptable to the Bank, against all reasonably related risks. The Pledger shall assign all insurance and other claims for compensation, whether private or public, accruing to him in relation to these items for the purpose of the assignment. All insurance documents (including but not limited to insurance policies), bearing the necessary endorsements of assignment, must be handed over to the Bank at its request. In case of non-compliance with this provision, the Bank shall be entitled, but not obliged, to have the Collateral insured at the expense of the Pledger with an insurance company of the Bank's choice.

6 Additional Collateral

This Agreement shall apply in addition to and have no impact on any existing or future guarantees and collateral agreements in favour of the Bank. The release of individual Collateral from the Pledge and/or Assignment does not affect the Bank's remaining Collateral. In the event that Collateral is exchanged, the new items shall be subject to this Agreement without further formalities.

7 Lending Value of the Collateral

The Bank will assign a value to the Collateral ("Lending Value"). The Lending Value is determined on the basis of the respective market value of the Collateral, less a percentage ("Haircut") calculated by the Bank, which takes into account, among others, the type of Collateral, its quality and liquidity, its market or nominal value and type of the Pledger. The Lending Value therefore varies mainly according to the price fluctuations of the Collateral, but can also do so according to the Bank altering the Haircuts. The Bank determines at its sole discretion, without notice to the Pledger, (i) which assets, claims or rights qualify as Collateral, and (ii) their respective Haircuts.

The current Lending Value will be provided to the Pledger upon request.

8 Margin Call and Liquidation of Collateral

8.1 Margin Call

If the Bank considers that the Lending Value is no longer sufficient to cover the Secured Claims (e.g. due to a loss in the market value of the Collateral and/or due to the increase of the Haircut(s) and/or due to the increase in the amount of the Secured Claims), the Bank shall be entitled, but not obliged, to demand from the Pledger,

- a) to provide additional assets, claims or rights considered acceptable and adequate by the Bank as Collateral; and/or
- b) to repay the Secured Claims fully or partially or to otherwise reduce the Secured Claims (e.g. by closing trading operations such as forward exchange transactions)

each a "Margin Call"

8.2 Form of demand

The demand shall be deemed validly served if submitted to the Pledger verbally (personally or via phone) or by letter, fax, e-mail or all other electronic means. The Pledger is entitled to ask the Bank to communicate the respective reasons. If the Pledger has instructed the Bank to hold the mail, all such demands shall be deemed validly served if documented in the Pledger's mail file as at the date of such filing.

8.3 Liquidation of Collateral and/or Closing of Open Positions

- a) If the Pledger does not meet the Margin Call within the period of time determined by the Bank - **which may be immediately depending on the market situation and risk of loss** - or if
- b) for legal or factual reasons (e. g. the Pledger cannot be contacted, etc.) such notice/request cannot be effected; and/or
- c) other extraordinary circumstances occur (e.g. considerable market fluctuations, etc.),

then all Secured Claims shall immediately and without further notice become due and payable.

In this case the Bank shall be entitled, but not obliged, to liquidate the Collateral at its sole discretion by any means whatsoever (including through private sale or acquiring the Collateral for its own account at market value) without having to initiate proceedings under, and without regard to the formalities provided in, the Swiss Federal Debt Enforcement and Bankruptcy Act and without incurring any responsibility on the part of the Bank, to the extent necessary to satisfy its Secured Claims, either immediately or at a later date irrespective of any due dates. Should the Bank decide to initiate ordinary debt enforcement proceedings under the Swiss Federal Debt Enforcement and Bankruptcy Act to enforce its claims, it may at its sole discretion initiate proceedings against the Pledger, either for debt enforcement by way of realisation of Collateral, bankruptcy or seizure and realisation of assets.

In addition, the Bank is entitled to cancel, call in and set off the claims pledged and/or assigned, as applicable. The Bank is also entitled to convert cash in one currency into another currency and to enter into any transaction and/or take any other type of action, including but not limited to closing of open positions and/or offsetting other transactions and to use the Collateral for offsetting purposes or realise it as described above to repay any losses that may have arisen.

The Bank is also entitled to retain the liquidation proceeds on an account of the Pledger instead of using the proceeds to fully or partially repay the Secured Claims, as well as to retain any Collateral in any account of the Pledger with the Bank until all Secured Claims will be settled.

If the Pledger is a qualified investor in accordance to the Swiss Federal Intermediated Securities Act (FISA), the Pledger shall herewith waive notification of the realisation of Intermediated Securities.

Where more than one of the Secured Claims remain unsettled and/or the Collateral consists of more than one item pledged and/or assigned and/or there are items pledged and/or assigned by third-parties, the Bank shall be entitled to freely decide on the chronological order in which Secured Claims shall be fully or partially settled and items pledged and/or assigned shall be liquidated, realised respectively open or short positions closed. The Pledger hereby acknowledges not to receive prior notice from the Bank of the chronological order of the closing and settlement actions taken.

These actions undertaken by the Bank may not only result in a realization of the existing book losses, but additionally in further losses related to the closing and liquidation costs, for the Pledgor.

The Pledger will receive respective trade confirmations or similar notifications in respect of executed transactions in context of the realisation of the Collateral.

8.4 Other Breach of Obligations

The above paragraph about the Liquidation of Collateral shall likewise be applicable if the Pledger is (wholly or partially) in default with the payment of any Secured Claim (or part thereof) or fails to perform or observe any obligations vis- a-vis the Bank or breaches any terms of this Agreement or any other agreement with the Bank or if any representation or warranty by the Pledger is or becomes at any time during the term of the Agreement untrue or if Collateral is claimed by competent authorities for any reason or a due assessment of the situation indicates that such a claim is threatened or imminent.

9 Representations

The Pledger **guarantees, warrants and represents** :

- 1 that all Collateral being subject to this Agreement is free of any further charges or restrictions as well as of any limitations and restrictions with regard to its transferability and/or pledgeability;

- 2 that the execution of this Agreement and any other agreement with the Bank does not violate or conflict with any Swiss or foreign laws, regulations or contractual obligations applicable to the Pledgor;
- 3 not to do, cause or permit anything which will, or could be reasonably expected to, adversely affect the Collateral or the rights of the Bank under this Agreement or which in any way is inconsistent with this Agreement, violates this Agreement or could reduce the value of the Collateral;
- 4 not to create any other security over the Collateral which such further security is intended to rank in priority to or equally with the Collateral granted in accordance with this Agreement without the prior written consent of the Bank;
- 5 to comply with legal, fiscal and other reporting obligations under Swiss and applicable foreign law associated with his/her position as Pledgor; and
- 6 if third parties' assets, claims or rights, which are deposited or booked into accounts with the Bank in the name of and managed by the Pledgor, shall be pledged and/or assigned, as applicable, to the Bank, the Pledgor herewith confirms to be fully and unconditionally authorised to pledge and/or assign, as applicable, such assets, claims and rights by this Agreement.

10 Miscellaneous

It is the sole responsibility of the Pledgor to obtain advice on and to comply with all reporting obligations, disclosure requirements (especially those to the tax authorities), trading restrictions and any other market rules under the laws and regulations applicable to them at any time.

The Pledgor herewith confirms to be solely responsible to inform itself about the Secured Claims.

The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.

The General Banking Conditions, the Terms and Conditions Applicable to Custody Accounts, and any other agreements that govern the relationship between the Pledgor and the Bank form integral parts of this Agreement.

11 Term of this Agreement

This Agreement and the Collateral remains in effect notwithstanding the existence of any current claim of the Bank and hence, remain in effect even if the Secured Claims have been satisfied in full or in part from time to time. The Bank must agree to a termination. If the Pledgor requires termination, the Pledgor shall request from the Bank a written cancellation notice of this Agreement.

12 Applicable Law and Place of Jurisdiction

All legal relations between the Pledgor and the Bank shall be governed by substantive Swiss law (with the exclusion of law of conflicts rules). The place of performance and place of debt collection for Pledgors, who are domiciled abroad and the sole place of jurisdiction for all proceedings is the Bank's principal place of business in Zurich, Switzerland, or the location of the Swiss branch with which the business relationship exists. The Bank is also entitled to initiate legal proceedings against the Pledgor at any other competent court. Compulsory places of jurisdiction shall remain reserved.

The Pledgor hereby confirms to have received a copy of this Agreement as well as the **General Banking Conditions of the Bank**.

Geneva, 1 Nov, 2017
Place, date

/s/ LEE LIGANG ZHANG
Signature(s) of Pledgor

Julius Bär

ShanghaiMed, Inc.,
Attn. Mr. Ligang Zhang
Wickhams Cay 1, Palm Grove House
ROAD TOWN
BRITISH VIRGIN ISLANDS

Account no. 318.8688

Zurich, 22nd of March 2018

ADDENDUM to the Credit Agreement and the General Pledge and Assignment Agreement

Dear Sirs

We refer to the following documents agreed between Bank Julius Baer & Co. Ltd. ("the Bank") and ShanghaiMed Inc., Road Town — British Virgin Islands ("the Borrower") respectively:

1. Credit Agreement signed by the Borrower dated 1st of November 2017
2. General Pledge and Assignment Agreement signed by the Borrower dated 1st of November 2017

The expressions used herein shall have the same meaning as defined in the above mentioned documents. "Transaction Documents" means this Addendum, the aforementioned Credit Agreement and the General Pledge and Assignment Agreement, including all documents incorporated by reference in any of these agreements.

Credit Limit

The maximum available Credit Limit is defined — not only at the time of the initial approval but continuously — by the lower of the following amounts:

- the Lending Value — determined at the sole discretion of the Bank — of the Collateral as defined below;
- USD 12'000'000.— (USD Twelve Million) maximum, including accrued interests (max drawdown available is USD 11'500'000 (USD Eleven Million Five Hundred Thousand)

Utilization of the Credit Limit

The utilisation of the Credit Limit is restricted to the following loans:

- current account overdraft
- fixed term advances

BANK JULIUS BAER & CO. LTD.
Bahnhofstrasse 36, P.O. Box, CH-8010 Zurich, Telephone +41 (0) 58 888 1111, Fax +41 (0) 58 888 1122, www.juliusbaer.com

Purpose of Credit Limit

This Credit Limit will be used to make investments with the Bank and/or outflow, including the Borrower's repayment of an outstanding loan

Duration / Maturity Date

The Credit Facility is granted on an uncommitted basis, automatically renewed at its expiration, is valid until further notice.

Interest Rates and Grossing up

Cost of Fund rate (in case of negative interest rates at least 0.1%) plus a Margin for fixed term advances with a term of no longer than 12 months.

The Margin is defined as follows:

- 1.1%

The interest rates for current account overdraft are based on the according interest rates that are defined by the Bank from time to time.

All payments to the Bank of interest and principal shall be made on a net basis without set-off, counterclaims or deductions of any kind and be grossed up of any current and future charges, fees, duties etc. and of any current or future liabilities to income tax, withholding tax, stamp duty or other taxes.

The Bank is not obliged to apply for benefits under any treaties, laws and regulations. The Bank has the right to refuse any filing of documents or any reporting without being obliged to provide reasons for such a refusal.

Collateral

- all Borrower's present and future assets, claims and rights deposited at the Bank according to the General Pledge and Assignment Agreement; and
- each in form and substance satisfactory to the Bank at its sole discretion, including but not limited to:

Min./Max. 1,256,820 of AKT. IKANG HEALTHCARE GROUP INC shares (-ADR- REPR 1/2 SH -A-) ISIN US45174L1089, listed on Nasdaq, USA

Lending Value

The Bank assigns maintenance LTV of currently 50% to IKANG HEALTHCARE GROUP INC shares (-ADR- REPR 1/2 SH -A-) shares ("**the Shares**").

The Lending Value of any further Collateral will be determined by the Bank at its sole discretion.

Collateral Top-up Events

The Bank is entitled to call upon the Borrower to provide additional Collateral (cash, cash- equivalent assets or other assets acceptable to the Bank at its sole discretion) upon occurrence of the following Collateral Top-up Events:

- total outstanding amounts including accrued interests (after deduction of the Lending Value of further Collateral acceptable to the Bank other than the Shares) exceed total maintenance value of Collateral (as determined at the sole discretion of the Bank);
- the Lending Value of further Collateral acceptable to the Bank (in case all the Shares are sold) is no longer satisfactory to the Bank (at its own discretion);

- Aggregate price drop of IKANG Shares shares exceeds 60% Loan to Value from reference share price at execution date of Addendum by the Borrower (close of business).
- Any Margin call will be advised via the Registered Investor Advisor Managing the Account.

In such case the Bank — according to the General Pledge and Assignment Agreement — is authorized but not obligated to issue a Margin Call to inform the Borrower about such shortfall and request immediate adjustment of the overdrawn position. However, the Bank is entitled to tolerate such overdrafts without notice to the Borrower without constituting a waiver of the Bank's rights or entailing any responsibility for the Bank. According to the General Pledge and Assignment Agreement the requested adjustment can be accomplished — in particular but not limited to — by selling Collateral, by closing open positions, by supplying additional assets considered acceptable and adequate by the Bank (in its sole discretion) or by a remittance of funds.

The requested adjustment under the Margin Call has to be fulfilled at the latest by 12:00 a.m. Zurich time on the 2nd business day following the Margin Call.

Close-out Event

In the event that

- the Borrower fails to honor the Margin Call as stated above;
- the Aggregate price drop of IKANG Shares shares exceeds 65% Loan to Value from reference share price at execution date of Addendum by the Borrower (close of business). Any sell out will be advised via the Registered Investor Advisor Managing the Account;
- any of the Representations and Warranties stated below has not been met respectively is or becomes at any time untrue; or
- any other close-out events (however described) and/or termination reasons stipulated in the Transaction Documents (in particular without limitation sec. 13 of the Credit Agreement) occur;

all outstanding amounts under the Transaction Documents including all utilized loans, unpaid/accrued interest and all costs, charges, fees and expenses incurred in conjunction with the terms of the Transaction Documents **automatically become due and payable with immediate effect**, and the Bank is entitled, but not obliged, without further notice to the Borrower to freely liquidate all Collateral at its sole discretion and to set off the liquidation proceeds against the outstanding amounts, regardless of the currency. Should the Bank fully or partly refrain from exercising its right to dispose of Collateral, or delay in doing so, this neither constitutes a waiver of the Bank's rights nor does it entail any responsibility for the Bank.

Representations and Warranties

The Borrower undertakes and covenants to supply to the Bank as soon as practicable after the same becomes available, but in any event within 9 months after the end of each of its financial years, its consolidated financial statements for that financial year, together with a certified English translation.

The Borrower and/or the shareholders of the Borrower (“**the Shareholders**”) warrant and represent to never:

- provide the Bank with insider relevant information;
- buy, sell or carry out other transactions involving, directly or indirectly, for his own account or for the account of the Bank, the Collateral or the assets to be pledged/assigned to the Bank using such information; or
- transmit investment advice to the Bank or encourage the Bank to trade on the basis of such information.

“Insider relevant information” is defined by the applicable laws and regulations and means — in particular but not limited to — any information having a precise content concerning financial instruments or issuers of financial instruments that has not been made public and that, if made public, would be likely to have a significant effect on the price of such instruments.

The Borrower further guarantees, warrants and represents:

- (i) that the Borrower has the necessary legal, financial and corporate power and capacity to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents;
- (ii) that the entry into and performance of, and the transactions contemplated by, the Transaction Documents by the Borrower is and will be fully compliant to its Memorandum and Articles of Association, By-Laws, special resolutions, any agreements of the shareholders and to the laws and regulations applicable to it and that the Transaction Documents will when executed constitute valid, binding and enforceable obligations on the Borrower in accordance with their terms;
- (iii) that all authorisations, reporting and filings required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents have been obtained or effected and are in full force and effect;
- (iv) that the Borrower is solvent, duly incorporated and validly existing as a company under the laws of the British Virgin Island and that no corporate or other action has been taken by the Borrower (and no steps have been taken or legal proceedings started against it) for the liquidation, winding up, dissolution, reorganisation or administration of, or for the appointment of a liquidator, receiver, administrator, administrative receiver or similar officers of the Borrower or all or any of its assets;
- (v) that any dividends and other distributions which accrue in relation to any period after drawdown in respect to the Shares shall be paid directly to the Bank;
- (vi) that all those assets, claims and rights stated as being subject to Transaction Documents — in particular but not limited to the Shares — are free of any further charges or encumbrances as well as of any limitations and restrictions with regard to their constant transferability and/or attachability;
- (vii) that the execution and performance of, and the transactions contemplated by, the Transaction Documents do not and will not violate or conflict with any law, regulation or contractual obligation applicable to the Borrower (especially non-violation of any Pari Passu or Negative Pledge clauses and including any other restrictions imposed by the constitutional documents);
- (viii) not to do or cause or permit to be done anything which will, or could be reasonably expected to, adversely affect the security interest or the rights of the Bank created pursuant to the Transaction Documents or which in any way is inconsistent with or depreciates, jeopardises or otherwise prejudices security interest or the rights of the Bank;

- (ix) to provide the Bank with all necessary information, as may be requested by the Bank, on the Borrower and/or the Shareholders, including their capacity to provide Top-up Collateral and/or repay any amount outstanding under the Credit Facility as well as any additional information to be agreed between the Borrower and the Bank from time to time
- (x) that, as at the date of the Borrower signing the Transaction Documents, no event has occurred which — had it occurred after such date — would have constituted an Event of Default as defined below.

The Borrower shall **immediately** notify the Bank if any of the Representations and Warranties stated above have not been met or have become untrue respectively.

Events of Default

The following events shall constitute Events of Default as determined by the Bank at its sole discretion:

- (i) any change affecting the control and ownership of the Borrower, if this is the result of a sale to a party external to the controlling family;
- (ii) material adverse changes (for important reasons beyond the influence of the Bank, in particular if the Bank — at its sole discretion — considers that the Borrower's financial status and/or earning situation has deteriorated considerably, or if the Borrower's assets have become exposed to a major threat);
- (iii) any breach by the Borrower of any terms of the Transaction Documents or failure to observe or perform any of the Borrower's other obligations to the Bank;
- (iv) any effect, event or matter or any current, pending corporate action, litigation, arbitration, administrative or insolvency proceedings or any amendments to the laws and regulations applicable to the Borrower or other procedure having materially the same effects against the Borrower;
- (v) significant material reservations on the Financials of the Borrower;
- (vi) declaration of an event of default (however described) or Cross Default as defined below against the Borrower and/or any of their affiliates and/or subsidiaries; whereas

Cross Default is defined as:

- a) any outstanding loan or debt of the Borrower is not paid when due;
- b) any outstanding loan of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default and/or accelerating clauses (both however described);
- c) any commitment for any outstanding loans of the Borrower is cancelled or suspended by a creditor of the Borrower as a result of an event of default (however described);
- d) no Event of Default will occur under this Clause if the aggregate amount of outstanding loans or debts or commitment for outstanding loans or debts falling within paragraphs (a) to (c) above is less than USD 10'000'000.— (or its equivalent in any other currency or currencies).

The Borrower shall **immediately** notify the Bank of the occurrence of an Event of Default or of any circumstance giving rise to an Event of Default and of the steps being taken to remedy it.

The Borrower acknowledges and accepts that, in addition to all other rights and remedies available to it and any termination reasons set forth elsewhere in the Transaction Documents (in particular without limitation sec. 13 of the Credit Agreement), on and at any time after the occurrence of an Event of Default the Bank may at its sole discretion by notice to the Borrower:

- (a) cancel the Credit Limit with immediate effect;
- (b) declare that all or part of the accrued or outstanding amounts under the Transaction Documents be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) declare that all or part of the accrued or outstanding amounts under the Transaction Documents be payable on demand, whereupon they shall immediately become payable on demand by the Bank; and/or
- (d) liquidate the Collateral.

Nonetheless, the Bank shall have the right, but not the obligation, to defer taking any of the actions outlined above for a certain period of time (the “Cure Period”) and to use its sole discretion and judgment to do so, based on the severity of the circumstances giving rise to an Event of Default and the steps being taken to remedy it

Conditions Precedent

The Bank’s obligation to advance any amount under the Transaction Documents is subject to the condition that the Bank has received the following documents in a form and substance satisfactory to the Bank:

- Addendum to the Credit Agreement and the General Pledge and Assignment Agreement, duly signed
- The Shares and further Collateral are deposited with the Bank in a form satisfactory to the Bank at its sole discretion and freely transferable and disposable at any time; and
- any other document as the Bank may require at its sole discretion, to be notified to Borrower in writing at least three business days before the proposed closing/funding date.

Miscellaneous

The Bank may at its sole discretion, at any time and without notice to the Borrower, adjust with immediate effect the percentage figures mentioned under “Lending Value”, to reflect — in particular but not limited to — changes in economic, market or liquidity conditions.

The Borrower hereby accepts to pay directly, or to reimburse the Bank for any payment of (as applicable), any costs and expenses related to the present Credit Limit, the organization of drawing up of the Collateral as well as any expenses incurred by the Bank due to any legal action the Bank has been obliged to initiate in order to have all outstanding amounts under the Transaction Documents — including all utilized loans, unpaid/accrued interest and all costs, charges, fees and expenses (capped at USD 100’000) incurred in conjunction with the terms of the Transaction Documents — repaid and/or the Collateral enforced.

The Borrower confirms that it is its sole responsibility to obtain advice on and to comply with all reporting obligations, disclosure requirements, exchange restrictions, market rules and tax rules under the respective relevant countries and any other laws and regulations applicable to it.

Any amendment to or modification of this Addendum, including this provision, shall be made in writing and shall be signed by all parties to this Addendum.

If any part of this Addendum is found partially or wholly invalid or unenforceable, that part shall be amended and replaced by a provision which achieves, as nearly as possible, the same economic effect as the original provision and, the remainder of this Addendum shall remain in full force and effect. Each party to this Addendum is required to inform the other party promptly in writing should it consider this Addendum partially or wholly invalid and/or unenforceable. In the case of any inconsistencies between this Addendum and other agreements between the parties to this Addendum, this Addendum shall prevail.

If the Bank has not received this Addendum duly signed by the Borrower on or before **31st of March 2018** (date of receipt), this Addendum shall become null and void. In case the Conditions Precedent are not fully met (or waived by the Bank) and/or the Borrower has not drawn down the whole Credit Limit within 10 days from the signing date or such later date as may be confirmed by the Bank (at its absolute discretion) to the Borrower, the Bank has the right to resign from this Addendum with immediate effect. In such case the Bank will inform the Borrower accordingly in writing. This Addendum forms an integral part of the Credit Agreement and the General Pledge and Assignment Agreement and shall be governed by and construed in accordance with substantive **Swiss law** (with the exclusion of law of conflicts rules). It replaces any Addendum and any amendment thereof previously issued by the Bank.

Exclusive place of jurisdiction for all proceedings is Zurich 1; however, the Bank shall have the right to refer any claim against the Borrower to any other court of competent jurisdiction. It is drawn up in duplicate. The Borrower and the Bank shall receive one copy each. Please provide the Bank with the enclosed duplicate duly signed.

We are looking forward to a prosperous business relationship.

Yours sincerely,
Bank Julius Baer & Co. Ltd.

Accepted on the terms and conditions stated herein:

ShanghaiMed, Inc

/s/ Lee Ligang Zhang
(Stamp and Borrower's signatures)

Beijing 23 March, 2018
(Place and date)

Enclosure

- Duplicate of the Addendum