



महाराष्ट्र MAHARASHTRA

2023

98AA 293683



DATED: [May 31], 2024

THIS STAMP PAPER FORMS THE INTEGRAL PART OF THE
 ADDENDUM TO THE EXISTING SHAREHOLDERS' AGREEMENT
 BY AND AMONGST

ORBIMED ASIA II MAURITIUS LIMITED
 (formerly known as OrbiMed Asia II Mauritius FDI Investments Limited)
 (as the Investor)

AND

LAXMI DENTAL EXPORT PRIVATE LIMITED
 (as the Company)

AND

GROUP ENTITIES

AND

PROMOTERS

AND

Dr. ANIL ARORA AND
Ms. JYOTIKA ANIL ARORA



Handwritten signatures in blue ink, including one that appears to be 'Anil Arora' and another that appears to be 'Jyotika Arora'.

आवृत्तपत्र २

मुद्रांक विक्रीची मॉदणीची अनुक्रमांक दिनांक **28 MAR 2024**

वस्तुव्या प्रकार
दस्तावे मॉदणी करणार आहे का ? :- होय/नाही

मिळकटरीचे थोडक्यात वर्णन

मुद्रांक विक्रीचे वेळापत्राचे नांव व पत्ता **Laxmi Dental Export Post 27d**

दुसऱ्या वेळापत्राचे नांव व पत्ता **Orbimed Asia II Mauritius Ltd.**

हस्त अस्तवत्ता त्याचे नांव/पत्ता

हस्त सही **Kan**

परवानाधारक मुद्रांक विक्रीसाठी सही (प्रमोद आर. दुबे) **Pr**

मुद्रांक विक्रीचे पत्ता - आदेश्वर कृपा, शांती पार्क, नीरा रोड (पूर्व), अणे.

परवाना क्रमांक 92090469

28 MAR 2024

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे

810362

ADDENDUM TO THE EXISTING SHAREHOLDERS' AGREEMENT

BY AND AMONGST

ORBIMED ASIA II MAURITIUS LIMITED
(formerly known as OrbiMed Asia II Mauritius FDI Investments Limited)
(as the Investor)

AND

LAXMI DENTAL EXPORT PRIVATE LIMITED
(as the Company)

AND

GROUP ENTITIES

AND

PROMOTERS

AND

NEW SHAREHOLDERS



[Handwritten signatures and initials in blue ink, including names like "Laxmi", "Harish", "Deborah", "Pragya", "Anura", and "Anusca"]

TABLE OF CONTENTS

1. EFFECTIVE DATE AND APPLICABILITY 4
2. AMENDMENT 5
3. SHAREHOLDING PATTERN 7
4. GENERAL 7
ANNEXURE 1 9
ANNEXURE 2 11

Shree
Shree

Shree



Shree
Shree
Shree
Shree
Shree

Shree

ADDENDUM TO THE EXISTING SHAREHOLDERS' AGREEMENT

This addendum to the shareholders' agreement dated January 21, 2015 ("Addendum Agreement") is executed on this [May 31], 2024 ("Execution Date").

BY AND AMONGST

- (1) **ORBIMED ASIA II MAURITIUS LIMITED** (formerly known as *OrbiMed Asia II Mauritius FDI Investments Limited*), a company incorporated in Mauritius and having its registered office at Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius (hereinafter referred to as "OrbiMed", or "Investor") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, Affiliates, nominees and permitted assigns);

AND

- (2) **LAXMI DENTAL EXPORT PRIVATE LIMITED**, a company duly organized and existing under the 1956 Act and having its registered office at Office No. 103, Akroti Arcade, J.P. Road, Opposite A.H. Wadia High School, Andheri West, Mumbai City, Mumbai, Maharashtra, India, 400058 (hereinafter referred to as "Company", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) and brief particulars of the Company are set out in **Part B** of ANNEXURE 1 below;

AND

- (3) The Persons whose names and brief particulars are set out in **Part C** of ANNEXURE 1 (hereinafter collectively referred to as the "Promoters" and individually as "Promoter", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, successors, administrators and permitted assigns);


AND

- (4) The entities whose names and brief particulars are set out in **Part D** of ANNEXURE 1 (hereinafter collectively referred to as the "Group Entities" and individually as "Group Entity", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective subsidiaries and/or joint ventures).

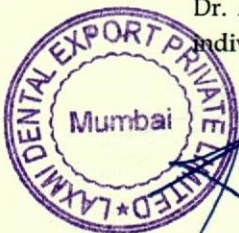
AND

- (5) **DR. ANIL ARORA**, a resident Indian citizen, residing at 1, 1st Floor, Vraj, Opp. Haveli Mandir, NS Road No. 10, Juhu, Mumbai - 400049, Maharashtra, India (hereinafter referred to as "Dr. Arora", which expression shall be deemed to mean and include his legal heirs, successors, administrators and permitted assigns);

AND

-  (6) **MS. JYOTIKA ANIL ARORA**, a resident Indian citizen, residing at 1, 1st Floor, Vraj, Opp. Haveli Mandir, NS Road No. 10, Juhu, Mumbai - 400049, Maharashtra, India (hereinafter referred to as "Ms. Jyotika", which expression shall be deemed to mean and include her legal heirs, successors, administrators and permitted assigns);

Dr. Arora and Ms. Jyotika are hereinafter collectively referred to as the "New Shareholders" and individually as a "New Shareholder".



to them in the Existing Shareholders' Agreement and shall apply *mutatis mutandis* to this Addendum Agreement, unless the context implies otherwise.

1.3 This Addendum Agreement shall come into effect on and from the Closing Date (*as defined in the Swap Agreement*) ("**Effective Date**").

1.4 The Parties herein agree that all matters pertaining to the Company including but not limited to the governance, management and operations of the Company, shall be conducted in accordance with the provisions of the Existing Shareholders' Agreement read with the Articles. Each New Shareholder further agrees, acknowledges, undertakes and covenants that this Agreement shall be read along with the provisions of the Existing Shareholders' Agreement and the Articles and that the provisions of the Existing Shareholders' Agreement and the Articles shall be binding on such New Shareholder, to the extent applicable to it. The Parties hereby further agree that in case of a conflict between the provisions of this Agreement and the Existing Shareholders' Agreement, the provisions of the Existing Shareholders' Agreement shall prevail.

2. AMENDMENT

2.1 The following definitions as contained in Schedule 3 of the Existing Shareholders Agreement, shall be amended and restated in its entirety and read as under:

"Agreement" means the Existing Shareholders' Agreement read with the Addendum Agreement, as amended from time to time in accordance with the provisions hereof, and shall include all the schedules, annexures, and exhibits (if any) to the Existing Shareholders' Agreement and the Addendum Agreement.

"Definitive Agreements" means the Existing Shareholders' Agreement, the Addendum Agreement, the Restated Articles, the Subscription Agreement and all other agreements and documents that may be executed by the Parties pursuant to this transaction hereto and thereto.

2.2 The following definition shall be added after the definition of the term "**Encumbrance**", as contained in Schedule 3 of the Existing Shareholders' Agreement:

"Existing Shareholders' Agreement" means the shareholders' agreement dated January 21, 2015 executed among Company, the Investor, the Promoters and the Group Entities, which was further amended vide first amendment agreement executed in March 2024.

2.3 The following definition shall be added after the definition of the term "**Financial Year**", as contained in Schedule 3 of the Existing Shareholders' Agreement:

"Addendum Agreement" shall mean the addendum to this Agreement dated May 31, 24 executed amongst the Company, Group Entities, and the Shareholders of the Company.

2.4 The following definition shall be added after the definition of the term "**Minimum Return**", as contained in Schedule 3 of the Existing Shareholders' Agreement:

"New Shareholders" shall mean the Shareholders of the Company as listed under Part E of Annexure 1 of the Addendum Agreement.

2.5 The following definition shall be added after the definition of the term "**Subscription Agreement**" as contained in Schedule 3 of the Existing Shareholders' Agreement:

"Swap Agreement" shall mean the share swap agreement dated 31st May 24 executed by and among the New Shareholders, Company and Bizdent Devices Private Limited, as amended in writing from time to time in accordance with the provisions thereof, and shall include all the schedules, annexures and exhibits to such agreement.



Handwritten signatures and initials, including "DeAnnmb", "H+to", "Ang", "Aruna", and "Hunperosal".

- 2.6 Section 4.15 (*Exercise of Rights*) of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"4.15 *Exercise of Rights.* The Promoters, the Company, the Group Entities and all the Shareholders undertake to take such action as may be necessary (including exercising their votes at Shareholders' meetings, Board meetings or any committees thereof) to give effect to the provisions of, and to comply with their obligations under, the Definitive Agreements."

- 2.7 Section 6.5 (*Transfer by the Investor*) of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"6.5 *Transfer by the Investor.* The Investor Shares shall be freely Transferrable without any restrictions and with or without rights attached to such Investor Shares as may be determined by the Investor. The Company, Group Entities, Promoters and all the Shareholders of the Company, undertake to do all reasonable acts and deeds as may be necessary to give effect to any Transfer of the Investor Shares including providing representations, warranties and indemnities which are no less than those provided to the Investor in the Definitive Agreements. The Promoters, Group Entities, all the Shareholders and the Company shall facilitate and co-operate with any such Transfer including any due diligence that may be conducted by a proposed purchaser and provide all necessary information relating to the Company and Group Entities to such purchaser."

- 2.8 Section 10.8 (*Non-Compete*) of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"10.8 *Non-Compete.*

10.8.1 The Promoters shall devote substantial time and attention to the Business. The Promoters undertake that they shall not, during the term of this Agreement, directly or indirectly, initiate any new activities or expansions related to the Company or a Group Company's existing or proposed line of Business (as the case may be) through any vehicle, including other companies where they have an interest. The Promoters undertake that such new initiatives, if undertaken, shall be only through the Company or a Group Company.

10.8.2 The Promoters and each of the New Shareholders herein agree that they shall not engage in, directly or indirectly, and whether as an individual, through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, for profit or otherwise in any other venture or business which competes with the whole or any part of any Business being carried on or proposed to be carried on by the Company or any of the other Group Companies without the Investor Consent. The restrictions in this Section 10.8.2 shall not be applicable to (i) public listed companies where the Promoters or any of the New Shareholders, as the case may be, hold not more than 5% (five percent) of the paid up capital through purchases on a stock exchange; and (ii) honorary posts held by the Promoters or the New Shareholders, as the case may be, in other entities subject to Investor Consent and provided that (a) such entities are not Controlled by the Promoters or the New Shareholders, as the case may be; and, (b) the Promoters or the New Shareholders, as the case may be, are entitled to only a nominal remuneration for such posts held in the entities; and, (c) the Promoters or the New Shareholders, as applicable, shall not divert any business that could be undertaken by the Company or any of the Group Companies to any other entities.

10.8.3 Each of the Promoters and the New Shareholders agree and acknowledge that no separate non-compete fees is payable to any of the Promoters or the New Shareholders, and the consideration for the non-compete restriction contained herein is deemed to have been received (a) by the Promoters under this Agreement and mutual covenants in the Definitive Agreements; and (b) by the New Shareholders under the Swap Agreement and mutual covenants in this Agreement. Each of the Promoters and the New Shareholders also acknowledge the receipt and sufficiency of such consideration received towards the non-compete restriction contained herein.



10.8.4 The Company and the Promoters shall ensure that each of the Promoters, and Key Employees execute non-compete and non-solicitation agreement in such form as shall be approved by the Investor. The Promoters, and Key Employees shall under the non-compete and non-solicitation agreement so executed undertake not to either directly or indirectly, participate in businesses which compete with the Business carried on by the Company or any of its Group Entities for at least 2 (two) years after the termination of employment/association with the Company or Group Entity. The Promoters shall not permit the Key Employees to devote substantial time and attention in any other business other than the Business of the Company.

10.8.5 Investor's Right to Conduct Business. The Investor and its Affiliates invest in numerous companies, some of which may compete with the Company or the Group Entities. The Company, Group Entities, other Shareholders of the Company and the Promoters confirm that they shall not have any objection to the Investor or any of its Affiliates investing in equity, entering into a joint venture, or collaborating with any company/entity in the same or allied field (as the Business) in India or elsewhere. The Promoters, the Company, other Shareholders of the Company and the Group Entities shall provide the necessary no objection certificate, if requested by the Investor, as and when required. Further, neither the Investor nor any of its Affiliates shall be liable for any claim arising out of, or based upon any action taken by any of their officers or representatives in assisting any such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company or the Group Entities."

2.9 Section 10.9.1 of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"10.9.1 Each of the Promoters and the New Shareholders herein acknowledge that the ability of the Company and the Group Entities to conduct and operate the Business depends upon its ability to attract and retain skilled people, customers, suppliers and that the Company and the Group Entities have and will continue to invest substantial resources in training such people. Accordingly, (a) each Promoter jointly and severally covenant and agree that they shall not; and (b) each New Shareholder jointly and severally covenant and agree that they shall not:

10.9.1.1 directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee of the Company and the Group Entities or any person who was an employee of the Company and the Group Entities at any time during the last 12 (twelve) months, and shall use its best efforts to prevent any of its related Persons from taking any such action;

10.9.1.2 unless required under Applicable Law, disclose to any third party the names, backgrounds or qualifications of any employees of the Company and the Group Entities or otherwise identify them as potential candidates for employment;

10.9.1.3 personally or through any other Person, approach, recruit or otherwise solicit employees of the Company and the Group Entities to work for any other employer; and

10.9.1.4 persuade any Person which is a client/customer of the Company and the Group Entities, to cease doing business or to reduce the amount of business which any such Person has customarily done or might have proposed doing with the Company and the Group Entities."

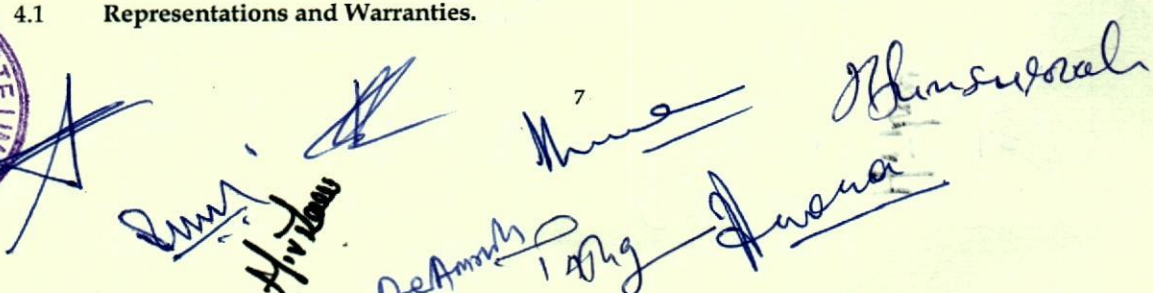
 3. **SHAREHOLDING PATTERN.**

The shareholding pattern of the Company as on the Effective Date is as set out in ANNEXURE 2 to this Addendum Agreement.

4. **GENERAL**

4.1 **Representations and Warranties.**



 Several handwritten signatures and initials in blue ink are present at the bottom of the page, including a large signature on the left and several smaller ones on the right.

Each of the Parties herein severally represent and warrant to the other that:

- 4.1.1 they have the power and authority to execute and deliver this Addendum Agreement and are not prohibited as per any Applicable Law from entering or performing any actions required under this Addendum Agreement;
- 4.1.2 this Addendum Agreement has been duly authorized by the respective Parties and upon execution and delivery will constitute legal, valid and binding obligations of such Party enforceable in accordance with its terms; and
- 4.1.3 the execution and delivery of this Addendum Agreement and the promises, agreements or undertakings of such Party under this Addendum Agreement do not: (i) violate any Applicable Law, or agreements or any other instruments which the Parties have executed, or (ii) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them.
- 4.2 **Entire Agreement.** On and from the Effective Date, any reference to the Existing Shareholders' Agreement shall include a reference to the Existing Shareholders' Agreement as amended by this Addendum Agreement and shall be read and construed as one document.
- 4.3 **Validity of the Existing Shareholders' Agreement.** Except for the amendments to the Existing Shareholders' Agreement hereunder, the other terms and conditions of the Existing Shareholders' Agreement shall remain in full force and effect and shall be read and construed in the spirit of the amendments to the Existing Shareholders' Agreement introduced under this Addendum Agreement.
- 4.4 **Notice:** All notices, requests, waivers and other communications to the New Shareholders shall be made in writing, in English language and by letter (delivered by hand, courier or registered post), email or facsimile transmission (save as otherwise stated) and to the address mentioned in Part E of ANNEXURE 1 of this Addendum Agreement.
- 4.5 **Stamp Duty.** Any stamp duty payable on this Addendum Agreement or any counterpart shall be borne by the Company.
- 4.6 **Miscellaneous Provisions.** The Parties agree that Section 10.10 (*Confidentiality*) and Section 14 (*Miscellaneous*) of the Existing Shareholders' Agreement shall apply *mutatis mutandis* to this Addendum Agreement, as if set out specifically herein and incorporated into this Addendum Agreement by reference, save and except for Section 14.16 (*Stamp Duty*).

[Intentionally left blank]

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]



[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

ANNEXURE 1

DETAILS OF THE PARTIES

Part A: Details of the Investor

Investor	Authorized Signatory	Information for notices
ORBIMED ASIA II MAURITIUS LIMITED (formerly known as OrbiMed Asia II Mauritius FDI Investments Limited)		Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius

Part B: Details of the Company

Company number	U51507MH2004PTC147394
Registered Office	Office No. 103, Akruti Arcade, J.P. Road, Opposite A.H. Wadia High School, Andheri West, Mumbai City, Mumbai, Maharashtra, India, 400058
Date of incorporation	July 08, 2004
Directors	Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, and Sumona Chakraborty
Statutory Auditors	MSKA & Associates, Chartered Accountants
Authorized Share Capital	INR 144,600,000/- (Indian Rupees One Hundred Forty Four Million Six Hundred Thousand Only)
PAN	AABCL0001A
Issued, Subscribed and Paid-Up Share Capital	INR 119,317,940/- (Indian Rupees One Hundred Nineteen Million Three Hundred Seventeen Thousand Nine Hundred Forty Only)
Information for notices	Office No. 103, Akruti Arcade, J.P. Road, Opposite A.H. Wadia High School, Andheri West, Mumbai City, Mumbai, Maharashtra, India, 400058
Authorized Signatory	Rajesh Khakhar / Sameer Merchant

Part C: Details of the Promoters

Sl. No.	Name of the Promoters	Information for notices
1.	Rajesh Vrajlal Khakhar	A/4 Tarapore Garden, Oshiwara, Link Road Andheri (West), Mumbai, 400053, Maharashtra
2.	Sameer Kamlesh Merchant	B-1 401 Serenity Complex, Near City International School, Adarsh Nagar, Andheri (West), Mumbai, 400053, Maharashtra
3.	Jigna Rajesh Khakhar	A/4 Tarapore Garden, Oshiwara, Link Road Andheri (West), Mumbai, 400053, Maharashtra
4.	Amrish Mahendrabhai Desai	904, Castle Tower, Opp. Hira Panna Mall, Oshiwara, Link Road, Jogeshwari (West), Mumbai, 400053, Maharashtra
5.	Parag Jamnadas Bhimjiyani	Flat No B-402, Shivalaya Heights, Azad Nagar, Veera Desai Road, Andheri (West), Mumbai, 400053, Maharashtra
6.	Hasmukh Vrajlal Khakhar	G-602, Royal Classic, Near Citimall, Link Road Andheri (West), Mumbai, 400053, Maharashtra
7.	Kunal Merchant	65 Highview Drive, Woodbridge, New Jersey, United States



Handwritten signatures and initials:
Duni
Hv
Hv

Handwritten signatures and initials:
DeAnnabh
Rajg
Anura

Handwritten signature:
Jhimnigocal

Part D: Details of the Group Entities

Sl. No.	Name of the Group Entity	Information for notices
1.	Laxmi Dental Lab USA Inc.	37 Market Street Suite 202, Kenilworth, NJ, United States, 07033

Part E: Details of New Shareholders

Sl. No.	Name of the New Shareholders	Information for notices
1.	Dr. Anil Arora	1, 1st Floor, Vraj, Opp. Haveli Mandir, NS Road No. 10, Juhu, Mumbai - 400049, Maharashtra, India
2.	Ms. Jyotika Anil Arora	1, 1st Floor, Vraj, Opp. Haveli Mandir, NS Road No. 10, Juhu, Mumbai - 400049, Maharashtra, India

[Intentionally left blank]

[Handwritten signatures]

[Handwritten signature]



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

ANNEXURE 2

SHAREHOLDING PATTERN OF THE COMPANY AS ON THE EFFECTIVE DATE

Sl. No	Name of the Shareholder	Number of Equity Shares	Number of Series A CCPS	% of Shareholding (on a Fully Diluted Basis)
1.	Promoters and the Investor	307914	290597	99.8%
2.	Dr. Anil Arora	573	0	0.1%
3.	Ms. Jyotika Arora	573	0	0.1%
Total		309060	290597	100%

[Intentionally left blank]

[SIGNATURE PAGES FOLLOW]




Jyotika



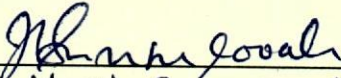






IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Investor


Name: Haresh Sumsurooah
Title: Director



Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasmukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Laxmi Dental Lab USA Inc.

RK 

Name: Rajesh V. Khakar
Title: Director



[Intentionally left blank]

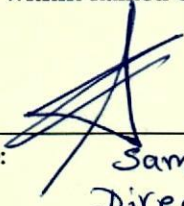
Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Anrishi Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasmukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Company

Name:

Title:



Sameer Merchant
Director




[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Anrishi Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasmukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Promoter .



Name: Sameer Kamlesh Merchant

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasmukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Promoter



Name: Rajesh Vrajlal Khakhar

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasnukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Promoter

De Amrsh

Name: Amrish Mahendrabhai Desai

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasnukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Promoter



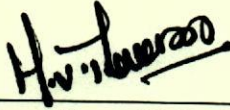
Name: Jigna Rajesh Khakhar

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasnukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Promoter



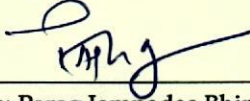
Name: Hasmukh Vrajlal Khakhar

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasmukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Promoter



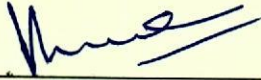
Name: Parag Jammadas Bhimjiyani

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jammadas Bhimjiyani, Hasmukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named New Shareholder



Name: Dr. Anil Arora

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrishi Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Hasmukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within-named Promoter



Name: Kunal Merchant

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Jannadas Bhimjiyani, Has Mukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For the within named New Shareholder



Name: Ms. Jyotika Anil Arora

[Intentionally left blank]

Signature page to the Addendum to the Existing Shareholders' Agreement executed amongst OrbiMed Asia II Mauritius Limited, Laxmi Dental Export Private Limited, Laxmi Dental Lab USA Inc., Rajesh Vrajlal Khakhar, Sameer Kamlesh Merchant, Jigna Rajesh Khakhar, Amrish Mahendrabhai Desai, Parag Janmadas Bhimjiyani, Hasnukh Vrajlal Khakhar, Kunal Merchant, Dr. Anil Arora and Ms. Jyotika Anil Arora.