

**By e-lodgement**

29 July 2024

The Manager  
Market Announcements Office  
ASX Limited

Dear Sir/Madam

**Notice of initial substantial holder**

We act for Beam Investments Co Pty Limited (**Beam Investments**).

Attached is a Form 603 (*Notice of initial substantial holder*) in relation to shares in Pacific Smiles Group Limited (**Pacific Smiles**) which is being lodged on behalf of associates of Beam Investments. Capitalised terms not otherwise defined in this letter have the meaning given in the attached Form 603.

On 7 May 2024, Beam Investments lodged a Form 603 (*Notice of initial substantial holder*) with Pacific Smiles and ASX (**7 May 2024 Notice**) with respect to a holding of 31,750,000 Pacific Smiles shares (representing 19.9% of the issued securities of Pacific Smiles).

On 28 July 2024, Beam Investments entered into a Co-investment Agreement with Genesis Manager, Beam Holdco, Beam Bidco and the following investors, Genesis Capital Fund, Beam Co-investor Trust, Franklin Park, LFPE and Ares in connection with a proposal for shares in Pacific Smiles. A copy of the Co-investment Agreement is included as Annexure A to the Form 603 (the **Co-investment Agreement**). Annexed to the Co-investment Agreement is a Revised Proposal for shares in Pacific Smiles that was submitted to the board of Pacific Smiles on 28 July 2024.

The Form 603 is being provided to disclose the association that arose as a result of entering into the Co-investment Agreement between the above-named parties and is in addition to, and does not change or have any effect on, the 7 May 2024 Notice.

Yours sincerely



David Cleo  
Partner  
**Clifford Chance**



Nicole Backhouse  
Counsel  
**Clifford Chance**

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme	Pacific Smiles Group Limited ( <b>Pacific Smiles</b> )
ACN/ARSN	ABN 42 103 087 494

**1. Details of substantial holder<sup>(1)</sup>**

Name Beam Dental Holdings Ltd (ACN 676 301 456) (**Beam Holdco**); Beam Dental Bidco Pty Ltd (ACN 676 303 254) (**Beam Bidco**); Genesis Capital Ultimate GP Pty Ltd (ACN 634 339 549) as general partner of Genesis Capital Management Partnership I, LP (ILP 1900016), the general partner of Genesis Capital Fund I, LP (ILP 2100002) (**Genesis Capital Fund**); Genesis Healthcare Holdings Pty Ltd (ACN 634 487 684) as trustee for Beam Co-investor Trust (ABN 46 302 218 645) (**Beam Co-investor Trust**); Franklin Park Co-Invest GP VI, LLC, as general partner and Franklin Park Associates, LLC, as managing member of Franklin Park Co-Investment Fund VI, L.P. (**Franklin Park**); LFPE Co-Invest II SLP (**LFPE**); and Asia Opportunities (Singapore) Pte. Limited and ADL ANZ Opportunities I Pte. Limited (together **Ares**).

ACN/ARSN As above

The holder became a substantial holder on 28 / 07 / 2024, other than in respect of Genesis Capital Fund who became a substantial holder on 03 / 05 / 2024 (as disclosed in the Form 603 filed on 07 / 05 / 2024)

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate<sup>(2)</sup> had a relevant interest<sup>(3)</sup> in on the date the substantial holder became a substantial holder are as follows:

Class of securities <sup>(4)</sup>	Number of securities	Person's votes <sup>(5)</sup>	Voting power <sup>(6)</sup>
Fully paid ordinary shares ( <b>Shares</b> )	31,750,000	31,750,000	19.9%

\*On 7 May 2024, Beam Investments Co Pty Ltd (**Beam Investments**) lodged a form 603 "Notice of Initial Substantial Holder" with Pacific Smiles and ASX (**7 May 2024 Notice**) with respect to a holding of 31,750,000 Pacific Smiles shares. In the 7 May 2024 Notice, there was, amongst other things, disclosure of (1) the relevant interest held by Genesis Capital Fund in the Pacific Smiles shares owned by Beam Investments and (2) the relevant interest held by Genesis Manger in the Pacific Smiles shares owned by Beam Investments which, in both cases, is as described below in section 3.

On 28 July 2024, Beam Investments entered into a Co-investment Agreement with Genesis Manager, Beam Holdco, Beam Bidco and the following investors, Genesis Capital Fund, Beam Co-investor Trust, Franklin Park, LFPE and Ares (each is an **Investor** and together they are the **Investors**). A copy of the Co-investment Agreement is included as Annexure A to this notice (the **Co-investment Agreement**).

This notice is being provided to disclose the association that arose as a result of entering into the Co-investment agreement between the Investors, Beam Investments, Genesis Manager, Beam Holdco and Beam Bidco.

This notice is in addition to, and does not change or have any effect on, the 7 May 2024 Notice.

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest <sup>(7)</sup>	Class and number of securities
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Beam Investments	Relevant interest under section 608(1) as Beam Investments is the registered holder (or is entitled to become the registered holder) of the Shares.	31,750,000
Genesis Capital Fund	<p>Relevant interest under section 608(1)(c) of the Corporations Act pursuant to a loan agreement dated 6 December 2023 between Genesis Capital and Beam Investments which contains a restriction on the disposal of the Shares. A redacted version of the loan agreement is set out in Annexure B to the 7 May 2024 Notice.</p> <p>Relevant Interest under section 608(8) of the Corporations Act as a result of a put option agreement dated 7 December 2023 between Genesis Capital and Beam Investments. A redacted version of the put option agreement is set out in Annexure C to the 7 May 2024 Notice.</p> <p>Relevant Interest under section 608(8) of the Corporations Act as a result of a put option agreement dated 8 December 2023 between GC Ultimate (as the registered shareholder of Beam Investments) and Genesis Capital. A redacted version of the put option agreement is set out in Annexure D to the 7 May 2024 Notice.</p>	31,750,000
Genesis Manager	Relevant interest under section 608(1)(b) and 608(1)(c) of the Corporations Act as Genesis Manager in its capacity as manager for Genesis Capital Fund and Beam Investments has power to exercise control over the Shares.	31,750,000

#### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder <sup>(8)</sup>	Class and number of securities
Each of the parties named in paragraph 3	Beam Investments	Beam Investments	31,750,000

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration <sup>(9)</sup>	Class and number of securities
Each of the parties named in paragraph 3	3 May 2024	\$44,380,419.33 in aggregate (\$1.3978 per Share (average price))	31,750,000

#### 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Genesis Manager	Beam Investments is controlled by Genesis Manager and is party to the Co-investment Agreement.
Beam Holdco, Beam Bidco	Pursuant to the Co-investment Agreement and section 12(2)(c) of the Corporations Act, Beam Holdco and Beam Bidco are associates of Beam Investments, Genesis Manager and the Investors. In addition Beam Holdco and Beam Bidco are controlled by Genesis Manager.

Investors	Pursuant to the Co-investment Agreement and section 12(2)(c) of the Corporations Act, each Investor is an associate of Beam Investments, Genesis Manager, Beam Holdco and Beam Bidco.
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## 7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Beam Investments	Level 9, 309 Kent Street, Sydney NSW 2000
Genesis Manager	Level 9, 309 Kent Street, Sydney NSW 2000
Genesis Capital Fund	Level 9, 309 Kent Street, Sydney NSW 2000
Beam Co-investor Trust	Level 9, 309 Kent Street, Sydney NSW 2000
Beam Holdco	Level 9, 309 Kent Street, Sydney NSW 2000
Beam Bidco	Level 9, 309 Kent Street, Sydney NSW 2000
Franklin Park	251 St. Asaphs Road, Three Bala Place, Suite 500 West, Bala Cynwyd, PA 19004
LFPE	41, Avenue de la Liberté, Luxembourg, L-1931
Ares	18 Robinson Road, #17-02 18 Robinson, Singapore 048547

## Signature

print name Michael Caristo capacity Director

sign here



Date 29 July 2024

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
  - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
  - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
  - (4) The voting shares of a company constitute one class unless divided into separate classes.
  - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
  - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
  - (7) Include details of:
    - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
    - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
  - (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
  - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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**Annexure "A" to Form 603**

This is Annexure "A" of 20 pages referred to in Form 603 signed by me and dated 29 July 2024



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Michael Caristo, Director

28 July 2024

**Each Investor named in Annexure A**  
(each an **Investor** and together the **Investors**)

**Beam Investments Co Pty Ltd** (ACN 673 355 658) of Level 9, 309 Kent Street, Sydney NSW 2000 (**Beam Investments**)

**Genesis Capital Manager I Pty Ltd** (ACN 634 339 576) of Level 9, 309 Kent Street, Sydney NSW 2000 (the **Manager**)

**Beam Dental Holdings Ltd** (ACN 676 301 456) of Level 9, 309 Kent Street, Sydney NSW 2000 (**Beam HoldCo**)

**Beam Dental Bidco Pty Ltd** (ACN 676 303 254) of Level 9, 309 Kent Street, Sydney NSW 2000 (**Beam BidCo**)

## **Co-investment agreement**

### **1 Background**

- (a) We refer to the draft revised proposal set out in Annexure C to this agreement (**Revised Proposal**) in relation to the proposed acquisition by Beam BidCo (or a nominee) (**Bidder**) of up to 100% of the ordinary shares in the capital of Pacific Smiles Group Limited (ACN 103 087 449) (**Target**) by way of a scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) or any alternatively structured transaction (the **Proposed Transaction**).
- (b) The Manager is the manager, and has control, of Beam Holdco, Beam BidCo and Beam Investments.
- (c) Beam Investments is the legal and beneficial owner of 31,750,000 shares representing 19.9% of the issued share capital of Target.
- (d) Unless stated otherwise, capitalised terms in this agreement have the meaning given to them in clause 7.

### **2 Equity Commitment**

#### **2.1 Commitment terms**

- (a) Subject to the terms and conditions of this agreement, each Investor hereby commits, and irrevocably undertakes to pay or otherwise make available in immediately available funds, an amount equal to the amount set out opposite that Investor's name in column 2 of the table set out in Annexure A to this agreement ("**Commitment Amount**") for the sole purpose of funding the Proposed Transaction

(including, for the avoidance of doubt, any fees or other costs related to the Proposed Transaction) ("**Commitment**").

- (b) Subject to the condition in clause 2.2, each Investor must pay, or otherwise make available in immediately available funds, its applicable Commitment Amount at the times, in the instalments, and in the manner, directed by the Manager giving at least 5 Business Days' written notice.
- (c) Each Investor's Commitment Amount will be reduced by any:
  - (i) scale-back amount determined by the Manager in its sole and absolute discretion and notified to the Investor in writing by the Manager; and
  - (ii) portion of the Commitment Amount allocated by an Investor to any of its Associates (as notified to the Manager in writing by the relevant Investor) which is actually paid or otherwise made available in immediately available funds, by the Associate of the relevant Investor, to satisfy the applicable portion of the Commitment.

## 2.2 **Condition**

The obligations of each Investor under this agreement is subject to and conditional on the price per PSQ Share to be paid by the Bidder in the Proposed Transaction being as set out in the Revised Proposal (or as otherwise agreed by each Investor).

## 3 **Co-investment obligation**

- (a) The Commitment Amount will be used to purchase, or cause to be purchased, directly or indirectly (through one or more intermediate entities), equity interests or other securities, of an entity in the Acquisition Structure, for the sole purpose of funding the Proposed Transaction (including, for the avoidance of doubt, any fees or other costs related to the Proposed Transaction).
- (b) Securities in Target may be acquired as part of a single transaction or a series of transactions undertaken over a period of time, in the Manager's sole and absolute discretion. The Manager may determine how, and on what terms, to acquire any securities in Target under the Proposed Transaction, subject only to any conditions under this agreement.

## 4 **Appointment and duties of Manager**

- (a) Each Investor appoints the Manager to manage the Co-investment, and the Manager accepts the appointment, on the terms and conditions set out in this agreement.
- (b) Each Investor appoints the Manager as its sole investment manager of the Co-investment, to exercise all power, rights and discretion in any way in relation to the Co-investment, in the Manager's sole and absolute discretion.
- (c) Each Investor hereby irrevocably appoints the Manager as its agent and attorney with power to do all acts on behalf of and in the name of the Investor as the



Manager considers necessary or desirable in effecting and managing the Co-investment (and the Investor agrees to ratify and confirm any such acts, when requested by the Manager), including but not limited to, any of the following:

- (i) conducting negotiations in relation to the Co-investment or any further investments into Target and/or its subsidiaries;
  - (ii) exercising any voting rights in respect of the Co-investment;
  - (iii) directing or effecting the sale, exchange, transfer, listing, or other disposition of the Co-investment; and
  - (iv) doing all other things necessary to effect the terms of this agreement.
- (d) The Manager must:
- (i) monitor and manage the Co-investment:
    - (A) in accordance with this agreement and in substantially the same manner as it deals with any other investment managed by the Manager; and
    - (B) with the due care and attention that would reasonably be expected of an investment manager with the skill and experience of the Manager; and
  - (ii) notify each Investor promptly after becoming aware of any:
    - (A) event which has had, or is reasonably expected to have, a materially adverse effect on the Co-investment; or
    - (B) event which has had, or is reasonably expected to have, a materially adverse effect on the ability of the Manager to perform its obligations under this agreement.

## **5 Representations and warranties**

- (a) Each Investor represents, warrants and undertakes that:
- (i) the Investor has power and authority to enter into and perform its obligations under this agreement;
  - (ii) the execution, delivery and performance of this agreement has been duly and validly authorised and approved in accordance with all relevant laws and constitutional and investment requirements applicable to the Investor and this agreement constitutes a valid and legally binding obligation of the Investor, enforceable against it in accordance with the terms of this agreement;
  - (iii) the Investor has uncalled capital commitments or otherwise has available funds equal to or in excess of the Commitment Amount plus the aggregate

amount of all other commitments and obligations it currently has, or will have at the time it is required to satisfy the Commitment, outstanding; and

- (iv) it will exercise all rights available to it so that its Commitment Amount is drawn down and used for the sole purpose of satisfying the Commitment.
- (b) If the Investor is a trustee of a trust (**Trustee**):
  - (i) the Trustee represents and warrants that it is the sole trustee of the relevant trust (Trust);
  - (ii) the Trustee enters into this agreement in its capacity as trustee of the Trust and in no other capacity; and
  - (iii) the liability of the Trustee arising out of this agreement will be limited in accordance with Annexure B to this agreement.

## 6 Termination

- (a) The obligation of an Investor to provide the Commitment Amount shall commence on the date of this agreement and shall remain in force until, and will terminate automatically upon, the earliest to occur of:
  - (i) the Transaction Termination Event;
  - (ii) the Commitment Amount having been fully paid; and
  - (iii) 30 June 2025.
- (b) The Manager must notify each Investor as soon as practicable on the occurrence of a Transaction Termination Event.
- (c) On termination under clause 6(a), each party's rights and obligations under clause 2 shall cease to be of force and effect, and no party shall have any further liability under clause 2 (save that termination shall not affect a party's rights and obligations which have accrued prior to termination, whether under this agreement or otherwise).

## 7 General

- (a) Nothing contained in this agreement (and no action taken by a party pursuant to its terms) is to be construed as creating a partnership or agency relationship between any of the parties.
- (b) Notwithstanding anything that may be expressed or implied in this agreement, the Bidder by its acceptance of this agreement, acknowledges and confirms that no person other than an Investor shall have any obligations under this agreement, and that no personal liability whatsoever (in equity, contract or tort (including negligence)) shall attach to, be imposed on or otherwise be incurred by and no recourse shall be had against, any Affiliated Party for any obligations of the Investor under this agreement. Each Investor holds the benefit of the promises in this clause

7(b) expressed to be for the benefit of an Affiliated Party on trust for each such Affiliated Party. For these purposes, **Affiliated Party** means (i) any former, current or future director, officer, employee, agent, general partner, limited partner, manager, member, adviser, shareholder or affiliate of an Investor or the Bidder or (ii) any former, current or future director, officer, employee, agent, general partner, limited partner, manager, member, adviser, shareholder or affiliate of any of the foregoing.

- (c) The undertakings, representations and warranties in this agreement are:
- (i) intended to constitute legally binding and enforceable obligations against the Investor; and
  - (ii) given in favour of the Manager, Beam HoldCo and the Bidder (including, for the avoidance of doubt, any person that would constitute the Bidder at the relevant time) and it is acknowledged that the Manager, Beam HoldCo and the Bidder are entitled to, and will, rely on and enforce those undertakings, representations and warranties.
- (d) Each Investor agrees that its respective agreements and obligations contained in the agreement are solely for the benefit of , Beam HoldCo and the Bidder and their respective successors and permitted assigns, in accordance with and subject to the terms of this agreement, and this agreement is not intended to, and does not confer on any person other than the Bidder and their respective successors and permitted assigns any benefits rights or remedies under or by reason of the obligations contained in this agreement.
- (e) This agreement constitutes all of the obligations of the Investor in relation to its Commitment and the entire agreement between the parties with respect to its subject matter, and supersedes any prior agreements, written or oral, between them in relation to it. For the avoidance of doubt, this agreement does not affect the operation of any (i) fee letter or (ii) confidentiality or non-disclosure agreement entered into by the Investor in respect of Target or the Proposed Transaction, or any agreement regarding services to be provided to the Investor by the Manager, provided that nothing in this agreement or any such confidentiality or non-disclosure agreement will restrict the Manager, Beam HoldCo or the Bidder from disclosing all or any part of this agreement to the extent required by law, regulation, legal process, order of any government agency or the rules of any stock exchange, including any law or regulation concerning the contents of any disclosure document prepared in connection with the Proposed Transaction.
- (f) This agreement is governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
- (g) This agreement may be executed in any number of counterparts, each of which:
- (i) may be executed electronically or in handwriting; and
  - (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this agreement, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this agreement.

- (h) A party may not transfer or assign any of its rights or obligations under this agreement without the prior written consent of the other party.
- (i) The rights and remedies of a party under this agreement do not exclude any other right or remedy provided by law.
- (j) Except as expressly provided in this agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this agreement and the matters contemplated by it.
- (k) Any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

## 8 Definitions

**Acquisition Structure** means Beam HoldCo and each of its wholly owned subsidiaries (including, without limitation Beam BidCo).

**Associate** has the meaning given in section 12 of the Corporations Act.

**Co-investment** means any securities in Target acquired by the Bidder using any or all of the Commitment Amount (after deducting for any applicable fees).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Related Body Corporate** has the meaning given in section 50 of the *Corporations Act 2001*.

**Transaction Termination Event** means the Manager making a public statement that it will no longer pursue the Proposed Transaction.

**Executed as an agreement**

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Signed by **Genesis Healthcare Holdings Pty Ltd** (ACN 634 487 684) as trustee for **Beam Co-investor Trust** (ABN 46 302 218 645) in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

A black rectangular box redacting the signature of the director.

\_\_\_\_\_  
Signature of director

Christopher Yoo

\_\_\_\_\_  
Name of director (print)

A black rectangular box redacting the signature of the director/secretary.

\_\_\_\_\_  
Signature of director/secretary

Michael Caristo

\_\_\_\_\_  
Name of director/secretary (print)

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**Signed by Franklin Park Co-Investment Fund VI, L.P.** by Franklin Park Co-Invest GP VI, LLC, its general partner and Franklin Park Associates, LLC, its managing member

[Redacted signature]

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Signature of director

Karl Hartmann

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COO / Secretary



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**Signed by LFPE Co-Invest II SLP**

by:



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Signature of director

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Signature of director/secretary

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Gilles Etrillard

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Gerard Matheis

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Name of director (print)

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Name of director/secretary (print)

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**Signed by Asia Opportunities (Singapore)**

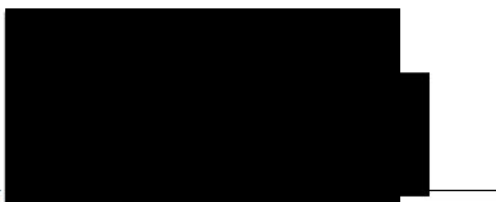
Pt 

Asia Opportunities (Singapore) Pte. Limited

Name: Ranjan Lath

Title: Director

**Signed by ADL ANZ Opportunities I Pte.  
Limited**



ADL ANZ Opportunities I Pte. Limited

Name: Ranjan Lath

Title: Director



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Signed by **Genesis Capital Ultimate GP Pty Ltd** (ACN 634 339 549) as general partner of **Genesis Capital Management Partnership I, LP** (ILP 1900016), the general partner of **Genesis Capital Fund I, LP** (ILP 2100002) in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of director

Christopher Yoo  
\_\_\_\_\_  
Name of director (print)

  
\_\_\_\_\_  
Signature of director/secretary

Michael Caristo  
\_\_\_\_\_  
Name of director/secretary (print)

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**Signed by Beam Investments Co Pty Ltd**  
(ACN 673 355 658) in accordance with section  
127 of the *Corporations Act 2001* (Cth) by:



Signature of sole director and company secretary

Michael Caristo

Name of director (print)

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**Signed by Genesis Capital Manager I Pty Ltd**  
(ACN 634 339 576) in accordance with section  
127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Christopher Yoo

Name of director (print)



Signature of director/secretary

Michael Caristo

Name of director/secretary (print)

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**Signed by Beam Dental Holdings Ltd** (ACN  
676 301 456) in accordance with section 127  
of the *Corporations Act 2001* (Cth) by:



Signature of director

Michael Caristo

Name of director (print)



Signature of director/secretary

Tara Hariharan

Name of director/secretary (print)

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**Signed, sealed and delivered by Beam  
Dental Bidco Pty Ltd** (ACN 676 303 254) in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth) by:

[Redacted signature]

[Redacted signature]

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Signature of director

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Signature of director/secretary

---

Michael Caristo

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Tara Hariharan

Name of director (print)

Name of director/secretary (print)

**Annexure A: Investors and Commitment Amount**

<b>Column 1 Investor</b>	<b>Column 2 Commitment Amount</b>
<b>Genesis Capital Fund I, LP</b>	\$28,000,000
<b>Beam Co-investor Trust</b>	\$14,295,000
<b>Franklin Park Co-Investment Fund VI, L.P.</b>	\$15,000,000
<b>LFPE Co-Invest II SLP</b>	\$5,000,000
<b>Asia Opportunities (Singapore) Pte. Limited and ADL ANZ Opportunities I Pte. Limited (in aggregate)</b>	\$20,000,000

## **Annexure B: Trustee Limitation of Liability**

### **1 Capacity**

The Trustee enters this agreement solely in its capacity as a trustee of the Trust.

### **2 Obligation only as trustee**

Any obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Trustee under or in respect of this agreement are incurred by the Trustee solely in its capacity as trustee of the Trust, and the Trustee will cease to have any obligations under this agreement if the Trustee ceases for any reason to be the trustee of the Trust.

### **3 Scope of liability**

Subject to clause 4 of this Annexure C:

- (a) the Trustee's liability arising in connection with this agreement is limited to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is entitled to be indemnified for the liability;
- (b) this limitation of liability applies despite any other provision of this letter and extends to all liabilities and obligations of the Trustee in connection with any representation, warranty, conduct, omission, arrangement or agreement related to this letter; and
- (c) no party to this agreement may take any action to seek recourse to any assets held by the Trustee in any capacity other than as trustee of the Trust.

### **4 Exceptions**

Clause 3 of this Annexure C does not apply to any obligation or liability of the Trustee to the extent that it is not satisfied as a result of the Trustee's fraud or breach of trust which disentitles it from an indemnity out of the Trust's assets in relation to the relevant liability.

No act or omission of the Trustee (including any related failure to satisfy the Investor's obligations under this letter) will be considered fraud or breach of trust for the purposes of this clause 4 of this Annexure C to the extent to which the act or omission was caused or contributed to by any failure by any other party to fulfil its obligations under this agreement.

**Annexure C: Revised Proposal**



28 July 2024

**VIA EMAIL**

Zita Peach

Chairperson

Pacific Smiles Group

**Revised Proposal to acquire Pacific Smiles Group for \$1.90 per share by way of Scheme of Arrangement ("Revised Proposal")**

Dear Zita,

Genesis Capital Manager I Pty Ltd ("**Genesis Capital**", "**Genesis**" or "**we**"<sup>1</sup>) is pleased to submit this revised proposal for its controlled entity, Beam Dental BidCo Pty Ltd ("**Genesis BidCo**"), to acquire all of the ordinary shares in Pacific Smiles Group Limited ("**Pacific Smiles**", the "**Company**", or the "**Business**") in which Genesis does not already have a relevant interest as at the date of this document ("**Remaining PSQ Shares**")<sup>2</sup> via a scheme of arrangement ("**Scheme**") for cash consideration of \$1.90 per share ("**Revised Offer Price**") with a scrip alternative ("**Rollover Alternative**") ("**Proposed Transaction**").

We believe the Revised Proposal should be considered compelling because:

- the Revised Offer Price is materially consistent with the \$1.91 cash price offered by NDC BidCo Pty Ltd ("**NDC BidCo**") under its scheme proposal to acquire 100% of Pacific Smiles ("**NDC Proposal**") and provides a clean cash exit option for those shareholders who wish to exit their investment in Pacific Smiles;
- the Rollover Alternative provides those shareholders who, like Genesis, wish to remain invested in Pacific Smiles, the opportunity to participate in a privatised Pacific Smiles alongside Genesis Capital and benefit from the long-term value that Genesis believes can be created by the dentists, management team and Genesis Capital, an experienced healthcare investor, in a privatised setting; and
- the Revised Proposal is reasonably capable of being implemented in accordance with its terms expeditiously.

Under the Revised Proposal, Pacific Smiles would be permitted to maintain its discretion to pay its shareholders a fully franked dividend ("**Permitted Dividend**"), with the cash consideration of \$1.90 per share to be reduced by the amount of any such Permitted Dividend.

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<sup>1</sup> Where appropriate, a reference to Genesis, Genesis Capital or we includes a reference to our disclosed associates.

<sup>2</sup> Genesis' controlled entity, Beam Investments Co Pty Ltd ("**Beam**"), is the legal and beneficial owner of more than 31 million Pacific Smiles shares, representing voting power of 19.9% in Pacific Smiles, which shares Beam intends to vote against the NDC Proposal as presently formulated.

**Genesis Capital Investment Management Pty Ltd**

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## 1. Details of Revised Proposal

Under the Revised Proposal, each Pacific Smiles shareholder would have the opportunity to elect any of the following consideration options in return for their Remaining PSQ Shares:

1. \$1.90 cash per Pacific Smiles share ("**Cash Consideration**");
2. a number of ordinary shares in the capital of Beam Dental Holdings Ltd, the ultimate holding company of Genesis BidCo, that is intended to provide equivalent value to the All Cash Consideration per Pacific Smiles share ("**Scrip Consideration**"); or
3. a combination of Cash Consideration and Scrip Consideration per Pacific Smiles share as determined in accordance with the election made by that Pacific Smiles shareholder ("**Mixed Consideration**").

## 2. Rollover Alternative

Genesis Capital's investment in Pacific Smiles was informed in part by our belief that Pacific Smiles' business model creates superior environments for dental practitioners and experiences for patients. Genesis Capital also notes that NDC BidCo currently intends to undertake a phased integration of the Pacific Smiles centres into the business of the National Dental Care group ("**NDC Group**") and to integrate Pacific Smiles' operations with the NDC Group over time. Genesis Capital recognises that there may be shareholders (including those who are current or former practitioners) who would prefer such integration not to occur and who may also wish to retain an equity exposure to the Pacific Smiles business and notes that the current proposal from NDC, if implemented, would result in those shareholders losing that exposure.

The Rollover Alternative allows shareholders who share our belief to invest alongside Genesis Capital and participate in the long-term value that we believe can be created by the dentists, management team and Genesis Capital in a privatised setting.

We would expect participation in the Rollover Alternative to qualify for CGT rollover relief and any such participation would be subject to governance arrangements on customary terms for a scrip rollover election of this kind.

## 3. Practitioner Incentive Scheme

As experienced healthcare investors, we understand the importance of practitioners having access to equity exposure to the business in which they participate. As such, we are open to discussing with the Pacific Smiles' Board the possibility of implementing a 'Practitioner Incentive Scheme' in connection with the Proposed Transaction.

We believe practitioner participation in such a scheme would further align objectives and incentives across the Business and ensure dentists are rewarded for the experience they provide their patients.

## 4. Financing

Our Revised Proposal is fully funded via binding commitments to provide the debt and equity funding required to facilitate the Proposed Transaction. For clarity, the amounts available under our binding funding commitments are in aggregate sufficient to fund the maximum aggregate scheme consideration payable under the Proposed Transaction if each holder of a Remaining PSQ Share elects to receive All Cash Consideration in respect of each of their Remaining PSQ Shares.

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Evidence of our binding funding commitments accompanies this document.

## 5. Conditions of the Revised Proposal

The Revised Proposal is conditional on, and subject to, Pacific Smiles and Genesis BidCo negotiating and entering into a scheme implementation deed on terms materially consistent with the scheme implementation deed between Pacific Smiles and NDC BidCo.

**We wish to move quickly to negotiate and execute transaction documentation in the shortest possible timeframe** and have committed the necessary resources to facilitate that outcome. We have also received all internal approvals necessary to submit this Revised Proposal and finalise the Proposed Transaction.

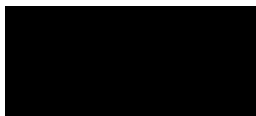
If the Pacific Smiles Board determines that the Revised Proposal is not superior to the NDC Proposal and instead proceeds with the shareholder vote on the NDC Proposal, then Genesis Capital confirms that this Revised Proposal will remain available to the Pacific Smiles Board if Pacific Smiles shareholders do not agree to the NDC Proposal by the requisite majorities of Pacific Smiles shareholders at the scheme meeting in respect of the NDC Proposal.

## 6. Contact details and next steps

Thank you for taking the time to consider this Revised Proposal, which we believe would deliver significant value and choice to all Pacific Smiles shareholders.

We would welcome an opportunity to discuss our Revised Proposal with you and to respond to any questions that you may have about it, at your convenience.

Sincerely,



**David Gordon**

Chairman



**Christopher Yoo**  
Partner



**Dr Michael Caristo**  
Partner

## Nature of Revised Proposal

For the avoidance of doubt, this letter is not, and should not be considered to be, notification or a public announcement of an intention to make a takeover offer pursuant to section 631 of the Corporations Act.

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