

**Form 604**  
Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme Pacific Smiles Group Limited (**Pacific Smiles**)

ACN/ARSN ABN 42 103 087 494

### 1. Details of substantial holder (1)

Name Beam Dental Bidco Pty Ltd (ACN 676 303 254) (**Beam Bidco**) and each person listed in Annexure A

ACN/ARSN (if applicable) As above

There was a change in the interests of the

This Form 604 is given:

- (i) pursuant to section 671B(1)(c) of the Corporations Act 2001 (Cth) (**Corporations Act**) as Beam Bidco is making a takeover bid for Pacific Smiles (the **Takeover Bid**);
- (ii) to disclose the association that arose as a result of A6J, ACF-2 and Axiom Asia 6-A (together the **Axiom Entities**) entering into the Co-investment agreement on 17 September 2024 between Beam Bidco, Beam Holdco, Beam Investments and Genesis Manager (**Co-Investment Agreement**). A copy of the Co-investment Agreement is set out in Annexure B to this notice;
- (iii) to disclose the association that arose as a result of each Co-investor being named as a "Co-investor" in the Bidder's Statement issued by Beam Bidco for the Takeover Bid that was lodged with the Australian Securities and Investments Commission and Pacific Smiles on 17 September 2024 and filed with the ASX on 17 September 2024 (**Bidder's Statement**); and
- (iv) to disclose the association between the Bidder Group.

substantial holder on

The previous notice was given to the company on 29 July 2024

The previous notice was dated 29 July 2024

### 2. Previous and present 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 (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid Ordinary shares ( <b>Shares</b> )	31,750,000	19.9%	31,750,000	19.9%

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
<p>This Form 604 is given (i) pursuant to section 671B(1)(c) of the Corporations Act as Beam Bidco is making a Takeover Bid; (ii) to disclose the association that arose as a result of the Axiom Entities entering into the Co-investment Agreement; (iii) to disclose the association that arose as a result of each Co-investor being named as a "Co-investor" in the Bidder's Statement and (iv) to disclose the association between the Bidder Group.</p>					

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Beam Investments	Beam Investments	Beam Investments	Relevant interest under section 608(1) of the Corporations Act as Beam Investments is the registered holder (or is entitled to become the registered holder) of the Shares.	31,750,000	19.9%
GC Ultimate	Beam Investments	Beam Investments	Relevant interest under section 608(3) of the Corporations Act by reason of having control of Beam Investments.	The same as stated for Beam Investments above	The same as stated for Beam Investments above
Genesis Capital Fund	Beam Investments	Beam Investments	<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>	The same as stated for Beam Investments above	The same as stated for Beam Investments above

GFT 2 Trust	Beam Investments	Beam Investments	Relevant interest under section 608(1)(c) of the Corporations Act pursuant to a loan agreement dated 15 December 2023 between GFT 2 Trust 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 E to the 7 May 2024 Notice.  Relevant Interest under section 608(8) of the Corporations Act as a result of a put option agreement dated 15 December 2023 between GFT 2 Trust and Beam Investments. A redacted version of the put option agreement is set out in Annexure F to the 7 May 2024 Notice.	The same as stated for Beam Investments above	The same as stated for Beam Investments above
Genesis Manager	Beam Investments	Beam Investments	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.	The same as stated for Beam Investments above	The same as stated for Beam Investments above
Lucolifia Family Trust	Beam Investments	Beam Investments	Relevant interest under section 608(3) of the Corporations Act by reason of having voting power above 20% in GC Ultimate and GC Manager.	The same as stated for Beam Investments above	The same as stated for Beam Investments above
Plum Willow Family Trust	Beam Investments	Beam Investments	Relevant interest under section 608(3) of the Corporations Act by reason of having voting power above 20% in GC Ultimate and Genesis Manager.	The same as stated for Beam Investments above	The same as stated for Beam Investments above

#### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Axiom Entities	Pursuant to the Co-investment Agreement, the Bidder's Statement and section 12(2)(c) of the Corporations Act, in relation to Pacific Smiles, each Axiom Entity is an associate of Beam Investments, Beam Bidco, each member of the Bidder Group and each other Co-investor.
Co-investors	Pursuant to section 12(2)(c) of the Corporations Act and the Bidder's Statement, in relation to Pacific Smiles, each Co-investor is an associate of Beam Bidco, each member of the Bidder Group and each other Co-investor.
Bidder Group	Beam Holdco controls each member of Bidder Group and, as such they are associates of each other.


#### 6. Addresses

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

Name	Address
Beam Bidco	Level 9, 309 Kent Street, Sydney NSW 2000
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
GC Ultimate Level 9, 309 Kent Street, Sydney NSW 2000	GC Ultimate Level 9, 309 Kent Street, Sydney NSW 2000
GFT 2 Trust	3 Lindsay Avenue, Darling Point NSW 2027
Lucolifia Family Trust	88 Pitt Street, Redfern NSW 2016
Plum Willow Family Trust	88 Pitt Street, Redfern NSW 2016
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
Asia Opportunities (Singapore)	18 Robinson Road, #17-02 18 Robinson, Singapore 048547
ADL ANZ Opportunities	18 Robinson Road, #17-02 18 Robinson, Singapore 048547
A6J	c/o Axiom Asia Private Capital, 168 Robinson Road, Capital Tower, #20-01, Singapore 068912
ACF-2	c/o Axiom Asia Private Capital, 168 Robinson Road, Capital Tower, #20-01, Singapore 068912
Axiom Asia 6-A	c/o Axiom Asia Private Capital, 168 Robinson Road, Capital Tower, #20-01, Singapore 068912
Genesis Capital Fund II	Level 9, 309 Kent Street, Sydney NSW 2000
Beam Midco	Level 9, 309 Kent Street, Sydney NSW 2000
Beam Subco	Level 9, 309 Kent Street, Sydney NSW 2000

## Signature

print name		capacity	Director
sign here	Dr Michael Caristo	date	18 September 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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 

(any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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

(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.
- (7) 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

## Annexure "A" to Form 604

This is Annexure "A" of 1 page referred to in Form 604 signed by me and dated 18 September 2024.



Dr Michael Caristo, Director

### Substantial Holders

Name	ACN	Short name
Beam Dental Holdings Ltd	676 301 456	Beam Holdco
Beam Investments Co Pty Ltd	673 355 658	Beam Investments
Genesis Capital Ultimate GP Pty Ltd in its personal capacity	634 339 549	GC Ultimate
Genesis Capital Ultimate GP Pty Ltd as general partner of Genesis Capital Management Partnership I, LP (ILP 1900016), the general partner of Genesis Capital Fund I, LP (ILP 2100002)	634 339 549	Genesis Capital Fund
GFT 2 Co Pty Ltd as trustee for GFT 2 Trust	658 670 627	GFT 2 Trust
Genesis Capital Manager I Pty Ltd	634 339 576	Genesis Manager
Lucolifia Pty Ltd as trustee for the Lucolifia Family Trust	159 822 867	Lucolifia Family Trust
Plum Willow Pty Ltd as trustee for The Plum Willow Family Trust	605 734 316	Plum Willow Family Trust
Genesis Healthcare Holdings Pty Ltd as trustee for Beam Co-investor Trust	634 487 684	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.	N/A	Franklin Park
LFPE Co-Invest II SLP;	N/A	LFPE
Asia Opportunities (Singapore) Pte. Limited	N/A	Asia Opportunities (Singapore)
ADL ANZ Opportunities I Pte. Limited	N/A	ADL ANZ Opportunities
A6J Ltd	N/A	A6J
ACF-2 Ltd	N/A	ACF-2
Axiom Asia 6-A SCSp, SICAV-RAIF	N/A	Axiom Asia 6-A
Genesis Capital Ultimate GP II Pty Ltd as general partner for Genesis Capital Management Partnership II, LP, the general partner of Genesis Capital Fund II, LP	677 941 847	Genesis Capital Fund II
Beam Dental Midco Pty Ltd	676 303 147	Beam Midco
Beam Dental Subco Pty Ltd	676 303 192	Beam Subco

### Definitions

In the form 604:

**Bidder Group** means:

- (a) Beam Holdco;
- (b) Beam Midco;
- (c) Beam Subco; and
- (d) Beam Bidco.

**Co-investor** means:

- (a) Genesis Capital Fund;
- (b) GFT 2 Trust;
- (c) Beam Co-investor Trust;
- (d) Franklin Park;
- (e) LFPE;
- (f) Asia Opportunities (Singapore);
- (g) ADL ANZ Opportunities;
- (h) A6J;
- (i) ACF-2;
- (j) Axiom Asia 6-A; and
- (k) Genesis Capital Fund II.

**Annexure "B to Form 604**

This is Annexure "B" of 14 pages referred to in Form 604 signed by me and dated 18 September 2024.



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Dr Michael Caristo, Director

17 September 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 revised proposal that was submitted to Pacific Smiles Group Limited (**Target**) and publicly disclosed on 29 July 2024 (**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 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 8.

**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 are 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 (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 each 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 each 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 each Investor in respect of Target or the Proposed Transaction, or any agreement regarding services to be provided to an 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**

Signed by **A6J Ltd** in the presence of:



Signature of witness

Signature of authorised signatory

Todd Shin

Lau Zhi Yuan Marc

Name of witness (print)

Name of authorised signatory (print)

*Delete below if signatory and witness both sign in wet ink.*

*See below option if signatory and witness both sign electronically and witnessing is done remotely (note, physical witnessing of a signatory applying their electronic signature via Adobe Sign is not permitted – when the witness is in the physical presence of the signatory both signatory and witness should sign in wet ink):*

*The witness named above observed the signatory sign this document in real time over Microsoft Teams [insert technology e.g. Webex], an audio-visual link, in accordance with section 14G of the Electronic Transactions Act 2000 (NSW). [delete if not applicable]*



Signed by Axiom Asia 6-A SCSp, SICAV-RAIF in the presence of:



Signature of witness

Signature of authorised signatory

Todd Shin

Lee Sao Wei

Andreas Seiwert

Name of witness (print)

Name of authorised signatory (print)

Delete below if signatory and witness both sign in wet ink.

See below option if signatory and witness both sign electronically and witnessing is done remotely (note, physical witnessing of a signatory applying their electronic signature via Adobe Sign is not permitted – when the witness is in the physical presence of the signatory both signatory and witness should sign in wet ink):

The witness named above observed the signatory sign this document in real time over Microsoft Teams [insert technology e.g. Webex], an audio-visual link, in accordance with section 14G of the Electronic Transactions Act 2000 (NSW). [delete if not applicable]

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Signed by **ACF-2 Ltd** in the presence of:



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Signature of witness

Todd Shin

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Name of witness (print)



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Signature of authorised signatory

Lau Zhi Yuan Marc

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Name of authorised signatory (print)

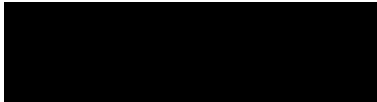
*Delete below if signatory and witness both sign in wet ink.*

*See below option if signatory and witness both sign electronically and witnessing is done remotely (note, physical witnessing of a signatory applying their electronic signature via Adobe Sign is not permitted – when the witness is in the physical presence of the signatory both signatory and witness should sign in wet ink):*

*The witness named above observed the signatory sign this document in real time over Microsoft Teams [insert technology e.g. Webex], an audio-visual link, in accordance with section 14G of the Electronic Transactions Act 2000 (NSW). [delete if not applicable]*

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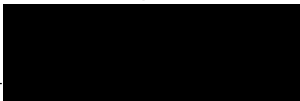
**Signed by Beam Investments Co Pty Ltd**  
(ACN 673 355 658) in accordance with section  
127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of sole director and company secretary

Dr 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

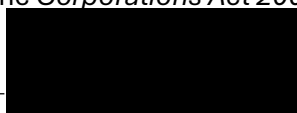
Dr Michael Caristo  
\_\_\_\_\_  
Name of director (print)

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

Christopher Yoo  
\_\_\_\_\_  
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

Dr Michael Caristo  
\_\_\_\_\_  
Name of director (print)

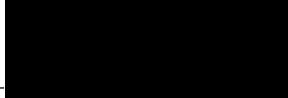
  
\_\_\_\_\_  
Signature of director/secretary

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



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

A black rectangular redaction box covering the signature of the director.

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Signature of director

Dr Michael Caristo

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Name of director (print)

A black rectangular redaction box covering the signature of the director/secretary.

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Signature of director/secretary

Christopher Yoo

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Name of director/secretary (print)

**Annexure A: Investors and Commitment Amount**

<b>Investor</b>	<b>Commitment Amount</b>
<b>A6J Ltd</b>	A\$6,100,000
<b>ACF-2 Ltd</b>	A\$10,000,000
<b>Axiom Asia 6-A SCSp, SICAV-RAIF</b>	A\$3,900,000

## **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 B:

- (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 B 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 B 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.