

DIVIDEND REINVESTMENT PLAN

THIRD AGE HEALTH SERVICES LIMITED

OFFER DOCUMENT

19 MAY 2022

THIS DOCUMENT IS IMPORTANT

**If you do not understand it or are in any doubt as to how to act you should
consult your financial adviser.**



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CHAIR'S LETTER

19 May 2022

Third Age Health is pleased to present its dividend reinvestment plan (also referred to as “DRP” and “Plan”), which gives you an opportunity, at your election, to reinvest some or all of the net proceeds of any cash dividends payable on your Shares in additional Shares of the Company. Dividend reinvestment plans are fairly commonplace among listed companies and provide shareholders with a way to increase their investment in a company free of brokerage charges.

This offer document explains the options available to you, the key features of the Plan and presents some commonly asked questions.

Participation in the Plan is entirely optional. If you wish to increase your investment in the Company, you can enrol in the Plan, and we will reinvest the net proceeds of cash dividends payable on your Shares in additional Shares. You may participate in respect of all or some of your Shares.

Shares issued under the Plan will be issued at the prevailing market price, or at a discount to the market price the Board may apply at its discretion, at any time a dividend is declared.

For details of previous dividends paid go to: <https://www.thirdagehealth.co.nz/dividend-history/>

If you wish to continue to receive the cash dividends payable on your Shares, you should do nothing, and you will continue to receive all future dividends as cash. Or you can choose to receive a mix of both cash dividends and Shares.

Please read this booklet thoroughly and consult your financial adviser if you have any questions.

Your faithfully



Bevan Walsh
Founder and Chair

Third Age Health Services Limited Dividend Reinvestment Plan Offer Document



You have two options – reinvest your dividends in Shares or continue to receive cash dividends.

OPTION 1

Reinvest some or all your dividends in further Shares

Participation Notice

You will need to complete a Participation Notice online or complete the Participation Notice form enclosed with this offer document (and provided by the Company from time to time) if you wish to reinvest your cash dividends on all or any of your Shares in further Shares.

If you participate, promptly after each dividend payment date you will be sent a statement detailing your dividend entitlement and the number of additional Shares issued to you under the Plan.

The Participation Notice Form should be delivered to the Registrar at the address set out on the form.

Online Participation Notices can be completed as follows:

Go to: <https://investorcentre.linkmarketservices.co.nz>. You will need your CSN/Holder number and FIN to complete the investor validation process.

You will need to create a portfolio if you are a joint holder or company in order to elect to participate in the DRP Plan online.

Level of participation

You can choose full or partial participation in the Plan. If you tick the Full Participation box in the Participation Notice, this will cover your current shareholding and any future Shares you acquire (including any Shares which are allocated to you under the Plan).

If you insert a number in the Partial Participation box of the Participation Notice, this will be treated as partial participation for the number of Shares specified by you.

If the number you insert in the box exceeds the number of Shares held by you, your application will be deemed to be an application for full participation.

Partial participation in the Plan means that the Terms and Conditions of the Plan will apply, both now and in the future, only to the number of Shares nominated by you now, until you notify the Registrar online or in writing of a variation.

Variation or termination of participation

If, at a later date, you decide you wish to vary or terminate your participation in the Plan, simply complete another Participation Notice online or provide written notice to the Registrar, Link Market Services.

OPTION 2

Receive dividends in cash

If you do nothing, you will continue to automatically receive by direct credit the net proceeds of any dividend on your Shares which do not participate in the Plan. There will be no reinvestment of those proceeds.

Accordingly, unless you wish to apply for or vary your participation in the Plan, you do not need to complete a Participation Notice.

If, at a later date, you decide you do wish to participate, simply complete the Participation Notice in accordance with the instructions under Option 1.

You may wish to update your direct credit bank details:

Go to: <https://investorcentre.linkmarketservices.co.nz>

You will need your CSN/Holder number and FIN to complete the investor validation process. You will still receive a dividend statement by mail or email advising the amount credited.

1 KEY FEATURES OF THE PLAN

Shares in place of dividends

- 1.1 The Plan provides eligible Third Age Health Shareholders with an opportunity to invest any dividends payable on their Shares in additional fully paid Shares.
- 1.2 All Shares issued under this Plan will be fully paid and will rank equally with existing Shares.

Eligibility

- 1.3 Participation in the Plan is optional and is open to all Shareholders except where the Company elects not to offer participation in the Plan to Shareholders whose address is outside New Zealand if the Company considers that doing so could:
 - 1.3.1 risk breaching the laws of places outside New Zealand; or
 - 1.3.2 be unreasonable having regard to the associated costs of ensuring that those laws are complied with.

Cost savings

- 1.4 The Plan allows you to buy Shares without paying brokerage or commission charges.

Participation is optional, arrangements flexible

- 1.5 You can join or vary your participation in respect of some or all of your Shares or withdraw from the Plan at any time. Simply complete the Participation Notice online or complete the enclosed Participation Notice Form (and provided by the Company from time to time) and send it to the Registrar [address]. If your notice is received after a Record Date it will be effective as at the following Record Date. Otherwise your notice will take effect immediately.
- 1.6 Participation in the Plan applies to all future dividends on Participating Shares (unless you vary your level of participation).
- 1.7 Those who do not participate in the Plan will continue to receive cash dividends.

Shares at or around market price

- 1.8 Under the Plan, additional Shares acquired in respect of a cash dividend will be issued at market price as determined around the time of issue, or (at the Board's discretion) at a small discount to the market price.

Details of your entitlement

- 1.9 If you elect to participate in the Plan and you have Participating Shares, you will receive a dividend statement at the time of dividend payment detailing your total entitlement and

the number of Shares you have acquired under the Plan. Please contact the Registrar at Link Market Services Limited, PO Box 91976, Auckland, 1142 (phone +64 9 375 5998) if you need to update your contact details.

Dividend policy

- 1.10 Details of the Company's dividend policy from time to time will be available under the Investor section of the Third Age Health website <https://www.thirdagehealth.co.nz/>

2 COMMONLY ASKED QUESTIONS

How do I join?

- 2.1 Read this offer document, fill out the Participation Notice online or enclosed with this offer document (and provided by the Company from time to time) and send it back to us. If you do not understand anything in this offer document, consult your financial advisor before joining.

Can I reinvest just some of my dividends?

- 2.2 Yes, you simply tell us how many of your Shares you want to participate in the Plan.

When will my dividend reinvestment start?

- 2.3 Your reinvestment starts with the first dividend payment following receipt of your Participation Notice.

What price do I pay for the Shares?

- 2.4 The price is based upon the weighted average sale price for the Shares sold on the NZX Main Board on each of the first five business days following the Record Date. The weighted average sale price may be varied at the Board's discretion
- 2.5 The formula used in this calculation is explained at clause 3.28 and clause 3.44 of the Terms and Conditions set out below.

What does it cost to participate?

- 2.6 You pay no costs. You will not be charged brokerage, commission or stamp duty costs for any Shares issued under the Plan.

Can I still sell my Shares when I want?

- 2.7 Yes, you can sell your Shares at any time. You should simply tell your broker that you participate in the Plan – particularly if the sale is shortly before a dividend payment date.

Can the Plan be changed or cancelled?

- 2.8 Yes, the Board can change, suspend or cancel the Plan. In that event, notice would be given to all Participants.

Are there any tax implications?

- 2.9 Where your dividends are reinvested in Shares, those Shares will generally be treated the same as cash dividends for New Zealand tax purposes. You should contact your professional tax advisor for more information. Third Age Health will provide details of the dividend, taxes withheld and credits available so that you can complete your tax return.

3 TERMS AND CONDITIONS

Introduction

- 3.1 The Company's dividend reinvestment plan enables Shareholders to invest the Cash Dividend payable on all or any of their Shares to acquire additional Shares. The additional Shares acquired will be fully paid Shares regardless of whether the relevant dividends were payable in respect of fully or partly paid Shares. The Terms and Conditions of the Plan as determined by the Board are set out in this section.
- 3.2 The offer of Shares under the Plan is being made in reliance on clause 10 of Schedule 1 of the Financial Markets Conduct Act 2013.
- 3.3 Defined terms are set out in clause 4.1.

Participation in the Plan

- 3.4 Participation in the Plan is optional and open to all Shareholders except where the Board elects not to offer participation to Shareholders whose address is outside New Zealand, if the Board considers that doing so would:
- 3.4.1 risk breaching the laws of places outside New Zealand; or
 - 3.4.2 be unreasonable having regard to the associated costs of ensuring that the laws of those places are complied with.
- 3.5 Shareholders who apply to participate in the Plan and who reside outside New Zealand will represent and warrant to the Company that the offer of the Plan and their participation in it would not breach any laws in their country of residence.
- 3.6 Any person residing outside New Zealand who holds Shares through a New Zealand resident nominee should not allow their nominee to participate in the Plan if participation in respect of their Shares would be contrary to the laws of their country of residence.

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- 3.7 Any person residing outside New Zealand who participates in the Plan through a New Zealand resident nominee will be deemed to represent and warrant to the Company that they can lawfully participate through their nominee.
- 3.8 The Company accepts no responsibility for determining whether a Shareholder is able to participate in the Plan under laws applicable outside of New Zealand or Australia.
- 3.9 Participation may, subject to the restrictions and procedures provided for in these Terms and Conditions, be varied or terminated at any time.
- 3.10 Shares acquired by a Shareholder under the Plan will be acquired on the Terms and Conditions set out in this offer document and subject to the same rights as Shares acquired by all other Shareholders participating in the Plan.
- 3.11 Normal cash dividend payments will be paid out to those Shareholders not participating in the Plan and on a Participant's non-Participating Shares, and will not be reinvested in further Shares.
- 3.12 Every Shareholder eligible to participate in the Plan shall be given a reasonable opportunity to do so.

Participation Notice

- 3.13 Election to participate in the Plan must be made on the Participation Notice Form enclosed with this offer document (and provided by the Company from time to time), or by electronic means specified by the Company from time to time.
- 3.14 Participation will be effective for dividends payable in relation to the first Record Date after receipt by the Registrar of a correctly completed Participation Notice, subject to any termination of the Plan becoming effective before then.
- 3.15 A separate Participation Notice must be given by a Shareholder in respect of each holding of Shares identified by a separate holder number or CSN.

Level of participation

- 3.16 Participation may be either full or partial.
- 3.17 In the case of full participation in the Plan, these Terms and Conditions will apply to the full dividends payable in respect of all the Participant's Shares from time to time registered in the Participant's name.
- 3.18 Partial participation applies only to the dividends in respect of the number of Shares nominated by the Participant in a Participation Notice. If at the relevant Record Date the number of Shares held by the Participant is fewer than the nominated number of Shares, then the provisions of the Plan will apply to such lesser number of Shares.

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- 3.19 If the Participation Notice does not indicate the degree of participation, it will be deemed to be an application for full participation provided it is otherwise correctly completed and signed.
- 3.20 A Participation Notice will not attach to the Shares in respect of which it has been given, but will be personal to the Shareholder giving it.
- 3.21 Any Shares over which the Company has a lien or a charge in accordance with its Constitution or other requirements of law will not be eligible to participate in the Plan.

Operation of the Plan

- 3.22 The Company will apply the Cash Dividend that is available for payment in respect of each Participant's Participating Shares at the Record Date as payment for the Shares acquired by the Participant under the Plan. The number of such Shares will be determined in accordance with clauses 3.28 to 3.34 of these Terms and Conditions.
- 3.23 The Board will, on the day that a Participant would otherwise have been paid a Cash Dividend on Participating Shares, either issue new Shares or arrange the transfer of existing Shares to the Participant.
- 3.24 Shares acquired by the Participant under the Plan will be issued on the terms disclosed in these Terms and Conditions and will, from the date of acquisition, rank equally in all respects with all other fully paid Shares.
- 3.25 Shares acquired by the Participant under the Plan will be registered on the register where the Participant already holds Shares.

Compliance with laws, listing rules and Constitution

- 3.26 The Plan will not operate in relation to a dividend to the extent that the allotment, issue or transfer of additional Shares under the Plan would breach any applicable law, the NZX listing rules, or any provision of the Constitution.
- 3.27 If and to the extent that the Plan does not operate for such reason in respect of a Participant's Participating Shares, the relevant dividend on Participating Shares will, until such time as the issue is resolved, be paid or distributed in the same manner as in respect of Shares which are not Participating Shares.

Additional Share entitlement

- 3.28 The number of fully paid Shares to be acquired by a Participant under the Plan will be calculated in accordance with the following formula:

$$N = \frac{PS \times D + B}{P}$$

Where:

N = the number of Shares which will be acquired by a Participant.

PS = the number of Participating Shares registered in the name of the Participant at the Record Date.

D = the Cash Dividend per Share which would otherwise have been payable to the Participant if a Participation Notice had not been given or deemed to have been given by the Participant.

B = the amount, if any, held to the order of the Participant under the Plan in accordance with clause 3.31 below as a result of rounding Share entitlements when the Plan last operated.

P = the weighted average sale price (expressed in cents and decimals of cents) for the Shares, calculated on all price setting trades of Shares that took place through the NZX Main Board on each of the first five business days immediately following the Record Date (which price may be adjusted at the discretion of the Board as set out below).

3.29 If no sales of Shares occur during the period referred to in the definition of 'P' then the weighted average sale price will be deemed to be the sale price for a Share on the first price setting trade of Shares on the NZX Main Board which takes place after such period.

3.30 Any weighted average sale price so determined may be reasonably adjusted by the Board to allow for any bonus or dividend or other distribution expectation. If, in the opinion of the Board, any exceptional or unusual circumstances have artificially affected the weighted average sale price so determined, the Board may make such adjustment to that sale price as it considers reasonable.

3.31 Where the number calculated in accordance with the preceding formula is not a whole number, then the number of Shares a Participant receives will be rounded down to the nearest whole number of Shares.

3.32 Any net proceeds per Shares as described in the definition of 'D' in clause 3.28 above which are not applied to acquire part of a share because of clause 3.31 above shall be held to the order of the Participant and applied under the Plan on the Participant's behalf the next time the Plan operates.

3.33 Should the Participant:

3.33.1 terminate their participation in the Plan under clause 3.38.2 of these Terms and Conditions; or

3.33.2 cease to be a Shareholder of the Company,

then any amount, which at the time is held to the order of the Participant under clause 3.32, shall be forfeited.

- 3.34 At the time the price for the Shares is set, the Company will ensure that it has no information that is not publicly available and that would, or would be likely to, have a material adverse effect on the realisable price of the Shares if it were publicly available.

Statements to Participants

- 3.35 The Company will send to each Participant, promptly after each dividend payment date, a statement detailing in respect of that Participant:

- 3.35.1 The number of Participating Shares as at the relevant Record Date.
- 3.35.2 The amount of Cash Dividend reinvested in respect of Participating Shares and the amount paid in respect of non-Participating Shares (if applicable).
- 3.35.3 The amount of any taxation deduction made.
- 3.35.4 The number of Shares the Participant has acquired under the Plan and the per unit issue price.
- 3.35.5 Advice as to the amount of any taxation credits.
- 3.35.6 Advice as to the amount held to the order of the Participant under the Plan under clause 3.32 (if any).
- 3.35.7 Any other matters required by law with respect to dividends and/or reinvestment.

No costs to Participants

- 3.36 No brokerage or commission costs will be payable by a Participant in respect of the acquisition of Shares under the Plan.

Source of Shares

- 3.37 Shares to be acquired by Participants under the Plan may, at the Board's discretion, be:
- 3.37.1 New Shares issued by the Company.
- 3.37.2 Existing Shares acquired by the Company or a nominee or agent of the Company and transferred to Participants.
- 3.37.3 Any combination of the above.

Variation or termination of participation

- 3.38 A Participant may, at any time, by giving notice to the Registrar:
- 3.38.1 increase or decrease the number of their Participating Shares participating in the Plan; or
 - 3.38.2 terminate participation in the Plan.
- 3.39 Such alteration or termination will take effect immediately upon receipt by the Registrar of notice, provided that any notice received between a Record Date and the corresponding payment date will take effect on the day following such payment date.
- 3.40 If a Participant dies, participation in the Plan in respect of their Shares will be terminated by receipt by the Registrar of a notice of death in a form acceptable to the Company. Death of one of two or more joint holders will not automatically terminate participation.

Reduction of participation where no notice is given

- 3.41 Where a Participant with partial participation disposes of part of their holding of Shares then, unless the Participant advises the Registrar otherwise:
- 3.41.1 the Shares disposed of will be deemed to be Shares not participating in the Plan; and
 - 3.41.2 if the number of Shares disposed of is more than the number of the Participant's Shares not participating in the Plan, the balance will be attributed to Shares participating in the Plan
- from the date that the Company registers a transfer of such Shares.
- 3.42 If a Participant with full participation disposes of part of their holding of Shares without giving the Registrar written notice terminating their participation in the Plan, the Participant will be deemed to have terminated their participation in the Plan with respect to the Shares disposed of by them from the date that the Company registers a transfer of those Shares.
- 3.43 If a Participant disposes of all of their holding of Shares and ceases to be a Shareholder without giving the Registrar written notice terminating their participation in the Plan, the Participant will be deemed to have terminated participation in the Plan from the date that the Company registers a transfer of those Shares.

The Board's discretion

- 3.44 In addition to any other clauses in these Terms and Conditions granting the Board discretion, the Board may at any time in its sole discretion resolve any of the following:

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- 3.44.1 The price at which Shares are to be issued under the Plan shall contain a discount to market price.
- 3.44.2 Participation in the Plan will not apply to the whole or part of the net proceeds of any cash dividend and that the applicable part will be paid out in cash and not reinvested.
- 3.44.3 A Participation Notice will cease to be of any effect.
- 3.44.4 The Plan will be modified, suspended or terminated. If the Plan is modified then a Participation Notice will be deemed to be a Participation Notice under the Plan as modified unless such Participation Notice is subsequently changed or withdrawn by the Participant.
- 3.44.5 In the event of the subdivision, consolidation or reclassification of Shares into one or more new classes of Shares, a Participation Notice will be deemed to be a Participation Notice in respect of the Shares as subdivided, consolidated or reclassified unless such Participation Notice is subsequently changed or withdrawn by the Participant.
- 3.44.6 The Plan may be underwritten on such terms as agreed between the Company and an underwriter.
- 3.45 Notice of any modification, suspension or termination of the Plan under clause 3.44.4 will be given to all Participants.
- 3.46 However, no such modification or termination will be made during the period commencing on a date 21 days before a Record Date and ending on the date of payment of the dividend relating to that Record Date.
- 3.47 Notwithstanding clauses 3.45 and 3.46, the Company may at any time, without the need of any notice:
- 3.47.1 modify or terminate the Plan to comply with any applicable law, the listing rules of any stock exchange on which Shares are listed, or any provision of the Constitution; and
- 3.47.2 make minor amendments to the Plan where such amendments are of an administrative or procedural nature.

Administration and disputes

- 3.48 The Board has absolute discretion to do any of the following:
- 3.48.1 Resolve any disputes concerning the Plan as it considers appropriate.
- 3.48.2 Adopt any administrative procedures it considers appropriate.

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- 3.48.3 Delegate to any one or more persons the exercise of any of its powers or discretions in relation to the Plan.

Stock Exchange listing

- 3.49 Any new Shares which may be issued by the Company and acquired by the Participants under the Plan have been accepted for listing by NZX and will be quoted upon completion of allotment procedures. However, NZX accepts no responsibility for any statement in this offer document.

Applicable law

- 3.50 The Plan and its operation in these Terms and Conditions will be governed by the laws of New Zealand.

Available information

- 3.51 A copy of the Company's most recent annual report and financial statements complying with the Financial Reporting Act 2013 are available to every Shareholder under the Investor section of the Third Age Health website <https://www.thirdagehealth.co.nz/>

- 3.52 A hard copy is also available free of charge on request from our office at:

Third Age Health Services Limited
PO Box 303 387
North Harbour
Auckland 0751
New Zealand

Or by email: investors@thirdagehealth.co.nz

Taxation

- 3.53 The taxation consequences for each Shareholder should they elect to participate in the Plan will differ depending upon their particular circumstances. Accordingly, each Shareholder should consult their own tax adviser as to the taxation implications of the Plan. Neither the Company nor its directors, officers, employees, representatives or agents accept any responsibility for the financial or taxation effects of a Shareholder's participation or non-participation in the Plan.

4 DEFINITIONS

Definitions

4.1 The following words have these meanings in this offer document:

Board means the board of directors of the Company.

Cash Dividend means the dividend payable excluding any imputation credits and after the deduction by the Company of any resident withholding tax or non-resident withholding tax.

Company or Third Age Health means Third Age Health Services Limited

Constitution means the Company's constitution.

NZX means NZX Limited.

NZX Main Board means the main board equity security market operated by NZX.

Participant means any eligible holder of Shares who has completed (and has not withdrawn) a Participation Notice which has been accepted by the Board.

Participating Share means a Share registered in the name of a Participant, the dividends on which are subject to the Plan.

Participation Notice means a Participation Notice accompanying this offer document as approved by the Board.

Plan means the Third Age Health Services Limited Dividend Reinvestment Plan established by the Board pursuant to the Constitution on the terms set out in this offer document as amended from time to time.

Record Date means 5.00pm on the date fixed by the Board for determining entitlement to dividend.

Shareholders means the holders of Shares.

Shares means any shares of the Company.

Terms and Conditions means the terms and conditions of the Plan as determined by the Board.

End