

Disclosure of movement of 1% or more in substantial holding
or change in nature of relevant interest, or both

Sections 277 and 278, Financial Markets Conduct Act 2013

To NZX Limited
and
To Third Age Health Services Limited (**Third Age Health**)

Relevant event being disclosed: Change in nature of relevant interest

Date of relevant event: 30 May 2022

Date this disclosure made: 1 June 2022

Date last disclosure made: 11 February 2021

Substantial product holder(s) giving disclosure

Full name(s): Bevan John Walsh

Summary of substantial holding

Class of quoted voting products: ordinary shares in Third Age Health (**Shares**)

Summary for Bevan John Walsh

For **this** disclosure,—

- (a) total number held in class: 4,329,617
- (b) total in class: 9,950,000
- (c) total percentage held in class: 43.514%

For **last** disclosure,—

- (a) total number held in class: 4,332,731
- (b) total in class: 9,750,000
- (c) total percentage held in class: 44.438%

Details of transactions and events giving rise to relevant event

Details of the transactions or other events requiring disclosure:

On 30 May 2022, and as announced by Third Age Health, Bevan Walsh established a Fixed Trading Plan (**Plan**) for the sale of Shares in accordance with section 260 of the Financial Markets Conduct Act 2013 and entered into a Deed with TAH that governs the Plan (the **Deed**). The Plan will be executed by a broker appointed by Bevan. Under the terms of the Plan, Bevan will sell up to 10,000 shares per month (over a 12-month term), with a pre-agreed minimum price in place. As a result of the Deed, there is a change in the nature of Bevan's relevant interest in respect of up to 120,000 Shares and, accordingly, Bevan's

relevant interest as registered holder and beneficial owner in respect of up to 120,000 Shares is qualified by the Deed. A copy of the Deed is attached to this disclosure (two pages).

For completeness, and as previously disclosed by Bevan Walsh pursuant to an ongoing disclosure notice dated 1 March 2022, Bevan sold 3,114 Shares on-market on 25 February 2022.

Details after relevant event

Details for Bevan John Walsh

Nature of relevant interest(s): Registered holder and beneficial owner of 4,329,617 Shares.

Bevan Walsh has entered into an escrow agreement with Third Age Health under which he has agreed that he will not sell any of the Shares for less than \$2.15 per Share during the 24 month period following the date of listing on the NZX Main Board. There are some limited exemptions to these arrangements. As a result of the escrow agreement, there is a qualification on the power of Bevan Walsh to dispose of, or control the disposal of, his Shares. A copy of the Escrow Agreement was attached to the disclosure made on 11 February 2021. As described above, the Deed also qualifies Bevan's relevant interest as registered holder and beneficial owner in respect of up to 120,000 Shares.

For that relevant interest,—

- (a) number held in class: 4,329,617
- (b) percentage held in class: 43.514%
- (c) current registered holder(s): no change since last disclosure
- (d) registered holder(s) once transfers are registered: N/A

Additional information

Address(es) of substantial product holder(s): 719c Frankton Road, Queenstown 9300, New Zealand

Contact details: Bevan Walsh, bevan@thirdagehealth.co.nz, 021 226 6133

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: N/A

Certification

I, Bevan John Walsh, certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

THIS DEED is made by **Bevan Walsh** (the **Director**) on 30 May 2022

in favour of **Third Age Health Limited** (the **Company**)

1. DEFINITIONS

In this Deed:

Broker Documentation means all documentation required by Forsyth Barr to be signed by the Director in connection with the Director's participation in the Plan;

Consent to Trade means the consent to trade given on behalf of the Company to the Director on or about the date of this Deed to effect the Plan;

FMCA means the Financial Markets Conduct Act 2013;

Inside Information has the meaning given to that term in section 234 of the FMCA;

Plan means the trading plan complying with section 260(2)(a) of the FMCA and pursuant to which the Director instructed Forsyth Barr, on the Director's behalf, to sell 10,000 Shares each calendar month during the Term, with price to be based on a function of VWAP and in any event no less than \$2.15 per Share;

Shares means shares in the Company;

Term means the period from 30 May 2022 to 30 June 2023; and

the **Plan begun** and the Director **entered into the Plan** upon the Director signing the Broker Documentation.

2. OPERATIVE PROVISIONS

2.1 The Director:

(a) acknowledges, in favour of the Company, that the Plan:

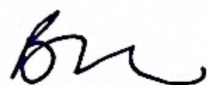
- (i) is fixed for the Term;
- (ii) gives the Director no right to withdraw before the end of the Term; and
- (iii) is not subject to any influence by the Director as to trading decisions after the Plan begun;

(b) confirms that:

- (i) at the time he entered into the Plan, he did not hold any Inside Information; and
- (ii) he did not enter into the Plan with any intent to evade section 241 of the FMCA (which prohibits trading in quoted financial products of the Company by an information insider); and
- (iii) The instruction to the broker to initiate the Plan contains a clause that trades must be conducted over a maximum timeframe per month of ten consecutive business days and that any unsold allocation (per that month's allocation) shares after that do not carry over to the following month.

(c) undertakes to the Company that he may not adjust, or amend, the terms of the Broker Documentation during the Term other than with the prior written consent of the Company.

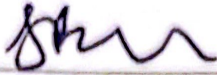
2.2 For the purposes of Part 2 of the Contract and Commercial Law Act 2017, this Deed is made for the express benefit of, and is intended to be enforceable by, the Company and the Director hereby indemnifies the Company in respect of any costs it incurs in doing so because of any breach of the terms of this deed.



Executed as a deed

Bevan Walsh

in the presence of:



Signature of witness

ANDRE BAUER

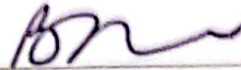
Print name

RETIRED

Occupation

KERIKER

City/town of residence



Bevan Walsh