

# DIVIDEND REINVESTMENT PLAN OFFER DOCUMENT

OCEANIA HEALTHCARE LIMITED | 25 JULY 2019



OCEANIA  
HEALTHCARE

This is an important document. If you have any questions or are in any doubt as to what you should do, please contact your financial adviser.

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# Oceania Healthcare Dividend Reinvestment Plan

The Board of Directors of Oceania Healthcare Limited has approved the establishment of a dividend reinvestment plan which offers you the opportunity to reinvest dividends payable on existing Shares in Additional Shares. This provides an easy and convenient way for you to increase your investment in Oceania Healthcare without any brokerage fees.

Participation in the Plan is optional and you can decide whether to reinvest all, part or none of your cash dividends in Additional Shares. If you decide not to participate, you do not need to do anything and you will continue to receive all future dividends as cash. If you change your mind regarding participation, you can elect to join the Plan at any time.

This Offer Document explains how the Plan works and has been prepared as at 25 July 2019. Capitalised terms used in this Offer Document have the meanings set out in the Glossary.

# Q+A

## 1. What is the Oceania Healthcare dividend reinvestment plan?

The Plan enables you to reinvest the net proceeds of dividends payable on your Shares in Additional Shares instead of receiving that distribution in cash.

## 2. Am I eligible to participate?

As at the date of this Offer Document, the Plan is only available to Shareholders who have a New Zealand or Australian address on the Oceania Healthcare share register.

## 3. How do I participate in the Plan?

Once you have read this Offer Document, you can elect to participate at any time by making an election online at [www.investorcentre.com/nz](http://www.investorcentre.com/nz).

Alternatively, you can send a completed Participation Form to Oceania Healthcare's Share Registrar, at the address set out in the Directory.

## 4. What options do I have regarding participating in the Plan?

Participation in the Plan is optional. If you wish to participate in the Plan, you may elect:

(a) Full participation: Where all of your Shares (including all Shares held both now and any Shares acquired in the future, including where issued or transferred to you under the Plan) will be treated as participating in the Plan for all future dividends to which the Plan applies (unless you vary your participation in the Plan in accordance with the terms and conditions of the Plan).

(b) Partial participation: Where only the number of Shares nominated by you will participate in the Plan for all future dividends to which the Plan applies (unless you vary your participation in the Plan in accordance with the terms and conditions of the Plan).

You will continue to receive in cash any dividend on any of your Shares which do not participate in the Plan. If you do not wish to participate in the Plan, you are not required to do anything. You will continue to receive in cash any dividends paid on all of your Shares.

## 5. What if I change my mind?

You can join the Plan, vary your participation or withdraw from the Plan at any time online at [www.investorcentre.com/nz](http://www.investorcentre.com/nz) or by sending a completed Participation Form to Oceania Healthcare's Share Registrar. Participation Forms are available online or from the Share Registrar upon request.

## 6. How much does it cost?

Participation in the Plan is free and provides you with the ability to acquire Additional Shares free of any brokerage, commission or other transaction costs.

## 7. What price will I pay?

The price of Shares under the Plan will be based upon the volume weighted average sale price of Shares sold on the NZX Main Board over a period of five trading days starting on the "Ex Date" (which is one trading day before the Record Date). The Share price may be subject to a discount set by the Board from time to time. The discount, if any, will be announced by Oceania Healthcare to Shareholders at the same time the dividend is announced for the relevant period.

## 8. Can the Plan be changed in the future?

Yes. The Board may change, suspend or cancel the Plan at its sole discretion. If that occurs, notice will usually be given through NZX and ASX.

## 9. Can I sell the Shares I acquire under the Plan?

Yes. You can sell Shares acquired under the Plan at any time.

## 10. Are there any tax implications?

For New Zealand and Australian income tax purposes, dividends reinvested in shares under a dividend reinvestment plan are generally treated in the same manner as a cash dividend. For Australian resident Shareholders, for the purposes of capital gains tax, the cost base of the Additional Shares will generally include the amount of the dividend applied to acquire the Additional Shares. Oceania Healthcare will provide details of the amount of the dividend, taxes withheld and credits available so Shareholders can complete their tax returns. It is recommended that each Shareholder contact their professional tax adviser for more information about their specific circumstances. Refer to clause 10 of the terms and conditions.

# Terms and conditions

## 1. Introduction

This Offer Document contains the terms and conditions of Oceania Healthcare's dividend reinvestment plan.

Under the Plan, you may elect to reinvest the net proceeds of cash dividends payable or credited on all or some of your fully paid Shares by acquiring Additional Shares.

The Record Date for determining your entitlement to Additional Shares under the Plan is 5.00pm New Zealand time on the date fixed by Oceania Healthcare for determining entitlements to dividends payable or credited on Shares.

## 2. The Offer

### 2.1. Offer to Eligible Shareholders

The Plan is available to you if, subject to clauses 2.3 and 2.4, you are the holder of ordinary shares in Oceania Healthcare.

### 2.2. Available Options

You may elect to participate in the Plan by exercising one of the following options:

- a) Full participation – If you elect full participation, participation in the Plan will apply to all Shares registered in your name on each relevant Record Date.
- b) Partial participation – If you elect partial participation, only the number of Shares nominated by you will participate in the Plan. If you nominate a number of Shares in excess of the number of Shares held by you, your application will be deemed to be an application for full participation.

If you do not wish to participate in the Plan, you do not need to do anything. You will continue to receive in cash any dividends paid on all of your Shares.

### 2.3. Overseas Shareholders

Oceania Healthcare may, in its absolute discretion, elect not to offer participation in the Plan to Shareholders whose registered address is outside New Zealand or Australia if Oceania Healthcare considers that to do so would risk breaching the laws of any other jurisdiction and it would be unduly onerous to ensure compliance with the laws of that jurisdiction.

As at the date of this Offer Document, the Board has elected not to offer participation in the Plan to Shareholders whose registered address is outside New Zealand or Australia. The Board may amend this policy at any time, in its sole discretion.

If you are not resident in New Zealand or Australia and you participate in the Plan through a New Zealand or Australian resident nominee, you will be deemed to represent and warrant to Oceania Healthcare that you can lawfully participate in the Plan through your nominee. Oceania Healthcare accepts no responsibility for determining whether any person is able to participate in the Plan under laws applicable outside New Zealand or Australia.

### 2.4. Exclusion where liens or charges over Shares

If you hold any Shares over which Oceania Healthcare has a lien or charge, those Shares will not be eligible to participate in the Plan.

## 3. Method of Participation

### 3.1. Participation Election

To participate in the Plan, you must make a "Participation Election" in one of the following ways:

#### a) Online Election

By visiting the website of the Share Registrar, Computershare Investor Services Limited:  
[www.investorcentre.com/nz](http://www.investorcentre.com/nz)

#### b) Participation Form

By completing the Participation Form which accompanies this Offer Document in accordance with the instructions on that form and returning it to:

By post:  
Computershare Investor Services Limited  
Private Bag 92119  
Auckland 1142  
New Zealand  
or  
Computershare Investor Services Pty Ltd  
GPO Box 3329  
Melbourne VIC 3001  
Australia

By email: [drp@computershare.co.nz](mailto:drp@computershare.co.nz)

or such other person or address as Oceania Healthcare may determine from time to time.

You can make an election to participate in the Plan at any time while the Plan is in effect. You can at any time elect to participate by visiting the website of the Share Registrar ([www.investorcentre.com/nz](http://www.investorcentre.com/nz)) or by requesting a Participation Form and Offer Document from the Share Registrar.

If your Participation Election does not indicate your level of participation in the Plan, you will be deemed to have elected full participation if your Participation Election is otherwise correctly completed.

Oceania Healthcare may accept or reject a Participation Election that is not properly completed or, where applicable, signed, and correct any error in, or omission from, a Participation Election.

You must provide a separate Participation Election in respect of each holding of Shares identified by a separate holder number or common shareholder number that you wish to participate in the Plan.

### 3.2. When participation becomes effective

Participation will be effective as to dividends payable or credited from the first Record Date after receipt by the Share Registrar of a properly completed Participation Election or, if your Participation Election is received after a Record Date but before 5.00pm on an Election Date, from the Record Date immediately preceding that Election Date.

Any Participation Election received after 5.00pm New Zealand time on an Election Date will be effective only from the next dividend.

Your participation in the Plan will continue for all future dividends to which the Plan applies in accordance with these terms and conditions (unless you vary your participation in the Plan in accordance with these terms and conditions).

## 4. Additional Share Entitlement

### 4.1. Formula for calculation of Additional Shares and Strike Price

If you elect to participate in the Plan, the number of Additional Shares to be issued or transferred to you will be calculated in accordance with the following formula:

$$N = \frac{PS \times D}{\text{Strike Price}}$$

Where:

**N** is the number of Additional Shares you will receive (with fractional entitlements rounded down to the nearest whole number).

**PS** is the number of your Participating Shares.

**D** is the net proceeds per Share from Oceania Healthcare (expressed in cents and fractions of cents, including any supplementary dividends in respect of Participating Shares payable to non-resident Shareholders but excluding any imputation credits and after deduction of any resident and non-resident withholding (or other) taxes, if any) of cash dividends payable or credited on that Share which would otherwise have been payable to you in cash if you had not elected to participate in the Plan.

**Strike Price** is the volume weighted average sale price in New Zealand dollars (expressed in cents and fractions of cents) for a Share calculated on all trades of Shares which took place through the NZX Main Board over the period of five trading days starting on the "Ex Date" (which is one trading day before the Record Date), less a discount (if any) determined by the Board in its absolute discretion.

If no sales of Shares occur during those five trading days, then the volume weighted average sale price will be deemed to be the sale price for a Share on the last on market trade of Shares which took place prior to such trading days as determined by NZX.

The Strike Price may be reasonably adjusted by Oceania Healthcare to allow for any bonus issue or dividend or other distribution expectation. If, in the opinion of the Board in its sole discretion, any exceptional or unusual circumstances (including any unusual or irregular trades) have artificially affected the Strike Price, Oceania Healthcare may make such adjustment to that price as it considers reasonable.

Any percentage discount determined by the Board shall be announced by Oceania Healthcare to NZX and ASX at the same time the dividend is announced for the relevant period.

The determination of the Strike Price by the Board, or by some other person nominated by the Board, will be binding on all participants in the Plan.

### 4.2. Fractional Shares

Where the number of Additional Shares to be acquired by you calculated in accordance with clause 4.1 includes a fraction, the number of Additional Shares to be issued will be rounded down to the nearest whole number. Any net proceeds per Share which are not applied to acquire an Additional Share because of the operation of this clause 4.2 will be retained by Oceania Healthcare for its sole benefit and will not be refunded or paid to you nor held by Oceania Healthcare or the Share Registrar on your behalf.

### 4.3. Share price information publicly available

Oceania Healthcare will ensure that, at each time the Strike Price is set under clause 4.1, it will have no information that is not publicly available that would, or would be likely to, have a material adverse effect on the realisable price of the Shares if the information was publicly available.

### 4.4. Compliance with laws, Listing Rules and Constitution

The Plan will not operate to the extent that the issue or transfer of Additional Shares under the Plan would breach any applicable law, the NZX Listing Rules, the ASX Listing Rules or any provision of the Constitution.

If, for any reason, Oceania Healthcare cannot or does not issue or transfer you Additional Shares under the Plan in respect of a dividend, the relevant dividend on your Participating Shares will be paid or distributed to you in the same manner as to Shareholders not participating in the Plan.

## 5. Operation of the Plan

### 5.1. Additional Shares

Oceania Healthcare will issue or transfer to you the number of Additional Shares calculated in accordance with clause 4.1 on the day that you would otherwise have been paid a dividend.

### 5.2. Terms of issue and ranking of Additional Shares

Your Additional Shares will be issued or transferred to you on the terms set out in this Plan, subject to the rights of termination, suspension and modification set out in clause 8. Your Additional Shares will, from the date of issue or transfer to you, have the same rights as and rank equally in all respects with all other Shares on issue as at that date.

## 6. Source of Additional Shares

Additional Shares may, at the Board's discretion, be:

- a) new Shares issued by Oceania Healthcare;
- b) existing Shares acquired by Oceania Healthcare or a nominee or agent of Oceania Healthcare; or
- c) any combination of new Shares and existing Shares.

## 7. Statement to participating Shareholders

If you elect to participate in the Plan, Oceania Healthcare or the Share Registrar will send to you, as soon as practicable after each date on which Oceania Healthcare pays a dividend on Shares (other than a dividend where the Plan does not operate in respect of your Participating Shares), a statement detailing:

- a) the number of your Participating Shares as at the relevant Record Date;
- b) the amount of:
  - (i) your cash dividend reinvested in Additional Shares; and
  - (ii) your dividend paid in cash on the Shares which were not Participating Shares (if applicable);
- c) the amount of any tax deduction or withholding made;
- d) the Strike Price and the number of Additional Shares issued or transferred to you under the Plan;
- e) the amount of any imputation or other taxation credits; and
- f) such other matters required by law with respect to dividends and/or reinvestment.

## 8. Termination, suspension and modification

### 8.1. Termination, suspension or modification

The Board may at any time in its sole discretion:

- a) terminate, suspend or modify the Plan. If the Plan is modified, your Participation Election will be deemed to be a Participation Election under the Plan as modified unless that Participation Election is withdrawn or varied by you in accordance with clause 8.3;
- b) resolve that participation will not apply in whole or part to any dividend and that the balance of the dividend (as the case may be) will be paid in cash;
- c) resolve, in the event of the subdivision, consolidation or reclassification of the Shares into one or more new classes of Shares, that a Participation Election will be deemed to be a Participation Election in respect of the Shares as subdivided, consolidated or reclassified unless such Participation Election is subsequently withdrawn or varied in accordance with clause 8.3;
- d) resolve that a Participation Election will cease to be of any effect;
- e) resolve that Additional Shares may be acquired at a discount to the market price of Shares in accordance with clause 4.1;
- f) determine that Shareholders in specific jurisdictions outside New Zealand and Australia may participate in the Plan; or
- g) determine that the Plan may be underwritten on such terms as agreed between Oceania Healthcare and an underwriter.

### 8.2. Prior notice

Notice of any termination, suspension or modification of the Plan under clause 8.1 will be given by way of an announcement to NZX and ASX.

Notwithstanding the above, Oceania Healthcare may at any time, without the need for any notice:

- a) modify the Plan to comply with the Constitution, the NZX Listing Rules, the ASX Listing Rules or any applicable law; and
- b) make minor amendments to the Plan where such amendments are of an administrative or procedural nature.

### 8.3. Variation or termination by you

You may at any time:

- a) increase or decrease the number of your Participating Shares by making a new Participation Election in accordance with clause 3.1; or
- b) terminate your participation in the Plan by written notice to the Share Registrar or by visiting the website of the Share Registrar.

Such variation or termination will take effect from the first Record Date after receipt by the Share Registrar of the new Participation Election or the termination notice, as the case may be or, if your new Participation Election or termination notice is received after a Record Date but before 5.00pm on an Election Date, from the Record Date immediately preceding that Election Date.

### 8.4. Death of Shareholder

If a Participating Shareholder dies, participation in the Plan by that Participating Shareholder will cease on receipt by the Share Registrar of a notice of death in a form acceptable to the Share Registrar. Death of one of two or more joint Participating Shareholders will not automatically terminate participation in the Plan.

## 9. Reduction or termination of participation where no notice given

### 9.1. Dispositions where partial participation

If you elect to participate in the Plan in respect of some but not all your Shares and you dispose of some of your Shares then, unless you notify the Share Registrar otherwise in writing:

- a) the Shares disposed of will be deemed to be Shares which are not Participating Shares; and
- b) if the number of Shares disposed of is greater than the number of your Shares which are not Participating Shares, the balance will be attributed to Participating Shares.

### 9.2. Partial dispositions where full participation

If you elect full participation in the Plan and you dispose of part of your holding of Shares, the Plan will only apply in respect of the number of Shares held by you on each relevant Record Date following that disposal.

### 9.3. Dispositions of all Shares

If you dispose of all of your holding of Shares, you will be deemed to have terminated participation in the Plan from the date the Share Registrar registers a transfer of those Shares.

## 10. Taxation

The statements below in relation to taxation reflect the relevant New Zealand and Australian tax law as at the date this Offer Document was prepared, and, as such, are subject to any change in New Zealand or Australian taxation laws. The taxation consequences for each Shareholder may differ depending upon their particular circumstances. Accordingly, each Shareholder should consult their own tax adviser as to the taxation implications of the Plan. Oceania Healthcare does not accept any responsibility for the financial or taxation effects of a Shareholder's participation or non-participation in the Plan.

### 10.1 New Zealand Shareholders

For New Zealand tax purposes, a Participating Shareholder should be treated in the same way as if they had not participated. This means that the Shareholder will derive a dividend of the same amount that they would have derived if they had not participated (ie, they will be treated as receiving a dividend from Oceania Healthcare which is then applied to purchase or subscribe for Additional Shares).

Accordingly, unless the New Zealand Shareholder notifies Oceania Healthcare that they hold a resident withholding tax ("RWT") exemption certificate, the dividend (including any attached imputation credits) will be subject to RWT which is deducted at source by Oceania Healthcare (and therefore reduces the amount applied to purchase or subscribe for Additional Shares). RWT will be deducted at the rate of 33% with an allowance for any attached imputation credits. For example, RWT will be deducted at the rate of 5% of the gross dividend including imputation credits, where a dividend is fully imputed (reflecting company tax paid at the 28% rate).

If the New Zealand Shareholder is required to file an income tax return, they will need to include the dividend (including any attached imputation credits) as assessable income, which will be taxable to the New Zealand Shareholder at their personal marginal tax rate. Any attached imputation credits or RWT deducted will be creditable against New Zealand taxes payable.

### 10.2. Australian Shareholders

For Australian tax purposes, an Australian resident Participating Shareholder should be treated in the same way as if they had not participated. This means that the Participating Shareholder will derive a dividend of the same amount that they would have derived if they had not participated (that is, they will be treated as receiving a dividend from Oceania Healthcare which is then applied to purchase or subscribe for Additional Shares).

The gross dividend (including any withholding tax deducted in New Zealand) is expected to form part of the assessable income of the Australian resident Participating Shareholder taxed at the applicable marginal tax rates. The Australian resident Participating Shareholder may be entitled to a foreign income tax offset for any withholding tax deducted in New Zealand.

For capital gains tax purposes, the cost base of the Additional Shares will generally include the amount of the dividend applied to acquire the Additional Shares.

For New Zealand tax purposes, an Australian Shareholder should be treated in the same way as if they had not participated. This means that the Australian Shareholder will derive a dividend of the same amount that they would have derived if they had not participated (ie, the Australian Shareholder will be treated as receiving a dividend from Oceania Healthcare which is then applied to purchase or subscribe for Additional Shares).

Accordingly, where the dividend is paid to Australian Shareholders it will be subject to New Zealand non-resident withholding tax ("NRWT") which is deducted at source by Oceania Healthcare (and therefore reduces the amount applied to purchase or subscribe for Additional Shares). NRWT will generally be deducted at the rate of 15%. However, where the dividend is fully imputed, the impact of NRWT may effectively be negated by Oceania Healthcare paying the Australian Shareholder a supplementary dividend in addition to the dividend paid to all Shareholders (both the dividend and the supplementary dividend can participate in the DRP, being the cash amount received after the deduction of NRWT).

### 10.3. Other non-resident Shareholders

Where the dividend is paid to non-New Zealand resident Shareholders, it will be subject to NRWT which is deducted at source by Oceania Healthcare (and therefore reduces the amount applied to purchase or subscribe for Additional Shares).

The rate at which NRWT is imposed will depend on the extent to which imputation credits are attached to a dividend and whether the Shareholder is tax resident in a country which has entered into a tax treaty with New Zealand. Generally, NRWT is deducted at the rate of:

- a) 15%, or 0% if the tax rate applicable after applying any relevant tax treaty would be less than 15%, to the extent that a dividend is fully imputed; or
- b) 30%, or the tax rate applicable after applying any relevant tax treaty, to the extent that a dividend is not fully imputed.

Depending on the extent to which a dividend is imputed, the impact of NRWT may effectively be mitigated by Oceania Healthcare paying a supplementary dividend in addition to the dividend paid to all Shareholders.

## 11. Costs

You will not be charged for participation or withdrawal from the Plan. No brokerage or commission costs will be incurred in respect of the acquisition of Additional Shares.

## 12. Stock exchange quotation

Oceania Healthcare will apply for quotation of the Additional Shares which may be issued under the Plan on the NZX Main Board and the official list of ASX. It is expected that such Additional Shares will be quoted on the NZX Main Board and ASX on the completion of allotment procedures. However, neither NZX nor ASX accept any responsibility for any statement in this Offer Document.

## 13. Information for Australian Shareholders

The offer of Additional Shares under the Plan does not require disclosure for the purposes of sections 708, 1012C or 1012D of the Corporations Act 2001 (Cth).

Australian resident Shareholders should note that Oceania Healthcare is not licensed to provide financial product advice in relation to the Additional Shares offered under the Plan, and this Offer Document does not constitute financial product advice. You should contact your professional advisers if you have questions about how the Plan will apply to you. There is no cooling-off regime that applies in respect of your acquisition of Additional Shares under the Plan.

## 14. Governing law

This Offer Document, the Plan and its operation will be governed by the laws of New Zealand.

## 15. Other information

You may obtain, free of charge, Oceania Healthcare's most recent annual report and financial statements (and any auditor's report on those financial statements) by contacting Oceania Healthcare at the address set out in the Directory.

Alternatively, you may download these documents from Oceania Healthcare's website: [www.oceaniahealthcare.co.nz](http://www.oceaniahealthcare.co.nz)

# Glossary

**Additional Shares** means the additional Shares to be issued or transferred to Participating Shareholders pursuant to the Plan.

**ASX** means the Australian Securities Exchange operated by ASX Limited.

**ASX Listing Rules** means the listing rules of ASX as applicable to Oceania Healthcare from time to time.

**Board** means the board of directors of Oceania Healthcare.

**Constitution** means the constitution of Oceania Healthcare.

**Election Date** means, in respect of each Record Date, the first trading day after that Record Date or such later date set by the Board and advised to the NZX Main Board.

**NZX** means NZX Limited.

**NZX Listing Rules** means the listing rules of NZX from time to time.

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

**Oceania Healthcare** means Oceania Healthcare Limited.

**Offer Document** means this booklet which sets out the terms and conditions of the Plan.

**Participating Shareholder** means a Shareholder who has validly elected to participate in the Plan.

**Participating Shares** means the Shares held by a Participating Shareholder in respect of which the Participating Shareholder has validly elected to participate in the Plan.

**Participation Election** means your election to participate in the Plan, made in one of the ways specified in clause 3.1 of this Offer Document.

**Participation Form** means the participation form accompanying this Offer Document or available from the Share Registrar.

**Plan** means Oceania Healthcare's dividend reinvestment plan established by the Board on the terms and conditions set out in this Offer Document, as amended from time to time.

**Record Date** means 5.00pm New Zealand time on the date fixed by Oceania Healthcare for determining entitlements to dividends payable or credited on Shares.

**Share Registrar** means Computershare Investor Services Limited.

**Shareholder** means a holder of one or more Shares from time to time.

**Shares** means fully paid ordinary shares in Oceania Healthcare.

**Strike Price** means the price at which Additional Shares will be issued to Participating Shareholders, calculated in accordance with clause 4.1 of this Offer Document.

# Directory

## Oceania Healthcare

Oceania Healthcare Limited

PO Box 9507

Newmarket

Auckland 1149

Affinity House

2 Hargreaves Street

St Mary's Bay

Auckland 1011

Phone: 0800 333 688

Email: [investor@oceaniahealthcare.co.nz](mailto:investor@oceaniahealthcare.co.nz)

## Share Registrar in New Zealand

Computershare Investor Services Limited

Private Bag 92119

Auckland 1142

New Zealand

Level 2, 159 Hurstmere Road

Takapuna

Auckland 0622

New Zealand

Phone: +64 9 488 8777

Email: [drp@computershare.co.nz](mailto:drp@computershare.co.nz)

## Share Registrar in Australia

Computershare Investor Services Pty Ltd

GPO Box 3329

Melbourne VIC 3001

Australia

Yarra Falls

452 Johnston Street

Abbotsford VIC 3067

Australia

Phone: +61 3 9415 5000

Email: [drp@computershare.co.nz](mailto:drp@computershare.co.nz)

## Legal Advisers

Webb Henderson

Level 3, 110 Customs Street West

Auckland 1010

# Participation form

## Oceania Healthcare Limited – Dividend Reinvestment Plan

**Do not complete this form if you wish to continue to receive in cash any dividends declared in respect of all of your Shares in Oceania Healthcare Limited (“Oceania Healthcare”).**

Oceania Healthcare has a dividend reinvestment plan (the “**Plan**”). Full details of the Plan are set out in the Offer Document dated 25 July 2019. Capitalised terms not defined in this Participation Form have the meaning given to those terms in the Glossary of the Offer Document.

If you wish to reinvest all or part of your Oceania Healthcare dividends under the Plan, complete and return this form in the enclosed reply-paid envelope or email the completed form to **drp@computershare.co.nz**.

Alternatively, you may make your Participation Election or vary an existing Participation Election online by visiting **www.investorcentre.com/nz**.

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

CSN / Holder Number: \_\_\_\_\_ Daytime phone: ( \_\_\_\_\_ ) \_\_\_\_\_

In terms of Oceania Healthcare’s dividend reinvestment plan, I/we wish to participate in the Plan and request:  
(Choose one option only):

☐

a) Full participation in the Plan for all my Shares I may hold from time to time

OR

☐

b) Partial participation in the Plan, for the number of Shares stated. Please specify number of Shares: \_\_\_\_\_

Joint holders must each sign. Companies must execute by an authorised officer or attorney. If signed by an attorney, a certificate of non-revocation must accompany this form, and the relevant authority must either have been provided previously to the Share Registrar or accompany this form.

I/We acknowledge that I/we have received and read a copy of the Offer Document. I/We agree to be bound by the terms and conditions of the Plan set out in the Offer Document dated 25 July 2019 and this form. I/We hereby direct that the net proceeds of all cash dividends I am/we are entitled to be paid or credited in respect of my/our Participating Shares be applied towards the purchase of Additional Shares in accordance with the Plan.

Signature of Shareholder(s):

\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Participation will commence on the first Record Date after receipt by the Share Registrar of your correctly completed Participation Election or, if your Participation Election is received after a Record Date but before 5.00pm on an Election Date, from the Record Date immediately preceding that Election Date.

Participation will continue to apply until varied or terminated in accordance with the terms and conditions of the Plan or until the Plan is terminated or suspended by Oceania Healthcare.

This form may be returned at any time to the Share Registrar by one of the methods below:

**By email: [drp@computershare.co.nz](mailto:drp@computershare.co.nz)**

**By post:**  
**Computershare Investor Services Ltd**  
**Private Bag 92119**  
**Auckland 1142**  
**New Zealand**

**or**

**Computershare Investor Services Pty Ltd**  
**GPO Box 3329**  
**Melbourne VIC 3001**  
**Australia**