

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 Promisia Healthcare Limited

Relevant event being disclosed: Change in nature of relevant interest

Date of relevant event: 5 October 2026

Date this disclosure made: 6 October 2026

Date last disclosure made: 31 March 2021

Substantial product holder(s) giving disclosure

Full name(s): Thomas David Brankin and Michael John Kirwin Lay as trustees of the Brankin Family Interest Trust

Summary of substantial holding

Class of quoted voting products: Ordinary shares in Promisia Healthcare Limited

Summary for Thomas David Brankin and Michael John Kirwin Lay as trustees of the Brankin Family Interest Trust (**Brankin Interest**)

For **this** disclosure,—

- (a) total number held in class: 22,535,796
- (b) total in class: 54,206,650
- (c) total percentage held in class: 41.57%

For **last** disclosure,—

- (a) total number held in class: 22,535,796 (post 500:1 share consolidation undertaken on 27 September 2024)
- (b) total in class: 42,569,950 (post 500:1 share consolidation undertaken on 27 September 2024)
- (c) total percentage held in class: 52.94%

Details of transactions and events giving rise to relevant event

Details of the transactions or other events requiring disclosure:

On 5 October 2026 the Brankin Interest entered into an agreement for the sale and purchase of shares with Gould Holdings Limited under which the Brankin Interest agreed to sell 7,000,000 ordinary shares in Promisia Healthcare Limited for \$0.70 per share (**Agreement**). A copy of the Agreement is **attached** to this notice. Settlement of this sale is scheduled for 1 April 2027.

Details after relevant event

Details for the Brankin Interest

Nature of relevant interest(s): registered holder of shares in Promisia Healthcare Limited.

For that relevant interest —

- (a) number held in class: 15,535,796
- (b) percentage held in class: 28.660%
- (c) current registered holder(s): Thomas David Brankin and Michael John Kirwin Lay as trustees of the Brankin Family Interest Trust
- (d) registered holder(s) once transfers are registered: N/A

Nature of relevant interest(s): registered holder of shares in Promisia Healthcare Limited that are subject to an unconditional sale agreement scheduled to settle on 1 April 2027.

For that relevant interest —

- (a) number held in class: 7,000,000
- (b) percentage held in class: 12.913%
- (c) current registered holder(s): Thomas David Brankin and Michael John Kirwin Lay as trustees of the Brankin Family Interest Trust
- (d) registered holder(s) once transfers are registered: Gould Holdings Limited

Additional information

Address(es) of substantial product holder(s): 105 Messenger Terrace, Oakura, 4314, New Zealand

Contact details: Thomas Brankin, tbrankin@icloud.com

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: Gould Holdings Limited

Disclosure has effect for purposes of directors' and senior managers' disclosure

Thomas Brankin is also a director of Promisia Healthcare Limited. This disclosure also constitutes disclosure for the purposes of the directors' and senior managers' disclosure obligations.

Certification

I, Thomas Brankin 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 **Share Sale Agreement** is made on the 5th day of October 2026

Between **Gould Holdings Limited**, New Zealand company number 976245 (the **Purchaser**)
and **Thomas David Brankin and Michael John Kirwin Lay** as trustees of the **Brankin**
 Family Interest Trust (Vendor)

Introduction

- A. The Vendor wishes to sell the Shares and the Purchaser wishes to purchase them.
- B. This agreement records the terms and conditions for the sale and purchase of the Shares.

Agreement

1. INTERPRETATION

1.1 Definitions

In this agreement, unless the context otherwise requires:

Business Day means a day (other than a Saturday or Sunday) on which retail banks are open for the transaction of normal business in Christchurch, New Zealand.

Company means Promisia Healthcare Limited (New Zealand company number 442738);

Completion means completion of the sale and purchase of the Shares in accordance with clause 4.

Completion Date means 1 April 2027.

Deposit means \$250,000.

Encumbrance includes any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person.

NZX means the NZX Main Board Market operated by NZX Limited.

Purchase Price means \$0.70 per Share or \$4,900,000 in aggregate.

Share Transfer Form means the form contained in the Schedule to this agreement.

Shares means seven million (7,000,000) fully paid ordinary shares in the capital of the Company that are owned by the Vendor.

1.2 General references

In this agreement, any reference to:

- (a) a person includes an individual, body corporate, an association of persons (whether corporate or not), a trust, estate and agency of a state (in each case, whether or not having separate legal personality and whether incorporated or existing in New Zealand or elsewhere);
- (b) a clause is to a clause in this agreement;
- (c) one gender includes each other gender;
- (d) the singular includes the plural and *vice versa*;
- (e) references to money are to New Zealand dollars unless expressly stated otherwise; and
- (f) an agreement includes that agreement as amended, supplemented, novated or substituted from time to time.

1.3 **Headings**

Headings are to be ignored in construing this agreement.

2. **SALE AND PURCHASE**

2.1 **Sale and Purchase**

On the Completion Date the Vendor agrees to sell the Shares, and the Purchaser agrees to purchase the Shares, free from any Encumbrances and together with all rights attaching to the Shares and otherwise on the terms and conditions set out in this agreement.

2.2 **Payment**

The purchase price for the Shares is the Purchase Price.

2.3 **Lowest price**

The Parties acknowledge that the Purchase Price is the lowest price that they would have agreed upon with respect to the Shares at the time this agreement was executed on the basis of payment in full at the time at which the first right in the Shares is to be transferred. For the purposes of this clause the term "right" in the Shares shall bear the same meaning as "right" in section YA 1 of the Income Tax Act 2007.

3. **INTERIM PERIOD**

3.1 **Actions on Execution of this Agreement**

Immediately following execution of this agreement:

- (a) Duncan Cotterill will announce to NZX a substantial product holder notice for each of the Purchaser and the Vendor disclosing entry into this agreement in accordance with the requirements of the Financial Markets Conduct Act 2013.
- (b) the Purchaser will pay the Deposit to the Duncan Cotterill trust account in immediately available cleared funds.
- (c) the Vendor acknowledges that the Purchaser has a security interest in the Shares to secure the performance of this agreement by the Vendor and agrees that Duncan Cotterill will on execution of this agreement (behalf of the Purchaser):
 - (i) register a financing statement on the Personal Properties Securities Register in favour of the Purchaser with the Shares recorded as collateral.
 - (ii) record the Purchaser's interest in the Shares under this agreement on the share register of the Company to the effect that the Shares may not be transferred by the Vendor except pursuant to this agreement or with the prior written approval of the Purchaser.

3.2 **Release of Deposit**

Upon the matters in clause 3.1 being performed, Duncan Cotterill is authorised to release the Deposit to the Vendor.

3.3 **Entitlements during Interim Period**

For clarity, nothing in this agreement confers on the Vendor any rights attached to the Shares (including voting rights or entitlements to any dividends declared by the Company on the Shares) until Completion has occurred.

4. COMPLETION

4.1 Payment of Purchase Price

On or before the Completion Date the Purchaser shall pay the Purchase Price (less the Deposit) in cash in immediately available funds to the Duncan Cotterill trust account.

4.2 Delivery of Share Transfer

On or before the Completion Date the Purchaser will deliver to Duncan Cotterill the Share Transfer Form duly executed by the Vendor.

4.3 Completion

On the Completion Date, and subject to clauses 4.1 and 4.2 first having been performed, Duncan Cotterill will:

- (a) Discharge the financing statement registered under clause 3.1(c)(i) on behalf of the Purchaser;
- (b) Instruct the Company's share registrar on behalf of the Purchaser to remove the interest noted on the Company's share register under clause 3.1(c)(ii);
- (c) Submit the duly executed Share Transfer Form to the Company's share registrar for registration in the Company's share register; and
- (d) announce to NZX a substantial product holder notice for each of the Purchaser and the Vendor disclosing Completion in accordance with the requirements of the Financial Markets Conduct Act 2013.

4.4 Release of Purchase Price

Upon the Company's share registrar confirming to Duncan Cotterill that the Share Transfer Form has been registered in the share register of the Company, Duncan Cotterill is authorised to release the Purchase Price received under clause 4.1 to the Vendor.

4.5 FY27 Final Dividend

If on or before 30 June 2027 the Company declares a final dividend over its shares in respect of earnings for the 2027 financial year, the Purchaser shall following receipt of such dividend, promptly pay to the Vendor an amount equal to the net dividend that the Purchaser received in respect of the Shares. For clarity, the amount of net dividend to be paid to the Vendor by the Purchaser shall only be in respect of any ordinary dividend declared and paid in accordance with the Company's dividend policy and shall not extend to any special dividend declared by the Company.

5. VENDOR WARRANTIES

5.1 Warranties

The Vendor represents and warrants to the Purchaser upon execution of this agreement and repeated again at Completion that:

- (a) execution, delivery, and performance by the Vendor of its obligations under this agreement:
 - (i) has been validly authorised by all necessary action on its part;
 - (ii) will not contravene any law binding on them;

- (iii) will not contravene the Vendor's constitutional documents; and
 - (iv) will not contravene the provisions of, or constitute a default under, any other material agreement to which the Vendor is a party or by which any of the Vendor's assets are bound.
- (b) the Vendor is, and at Completion will be, the legal and beneficial owner of the Shares free of any Encumbrance and the Purchaser will, on Completion, acquire legal and beneficial ownership of the Shares free of any Encumbrance.
- (c) the Shares are fully paid ordinary shares in the capital of the Company.

6. MISCELLANEOUS

6.1 Non-waiver

Failure or delay by a party in exercising any right with respect to any matter arising under, or in connection with, this agreement does not constitute a waiver of that right. A waiver of any right under this agreement is only effective if it is in writing and is executed by the party waiving that right.

6.2 Notices

Unless provided otherwise in this clause 6.2 or any other provision of this agreement, each notice or other communication under this agreement is to be by email (PDF), personal delivery or by post to the addressee at the email address or physical address, and is to be marked for the attention of the person or office holder (if any), from time to time designated for the purpose by the addressee to the other parties. The initial email address and physical address and relevant person or office holder of each party is set out under its name at the end of this agreement. No notice or other communication is to be effective until received. A notice or other communication will, however, be deemed to be received by the addressee:

- (a) in the case of an email transmission, when successfully sent to the addressee's email address;
- (b) in the case of personal delivery, when delivered; and
- (c) in the case of a letter, on the fourth Business Day after posting by airmail,

unless it would be deemed received on a day that is not a Business Day or after 5:00 p.m. on a Business Day in which case it is to be deemed received at 9:00 a.m. on the next succeeding Business Day.

6.3 Severability

If any of the provisions of this agreement are invalid or unenforceable, the invalidity or unenforceability is not to affect the operation, construction or interpretation of any other provision of this agreement, with the intent that the invalid or unenforceable provision is to be treated for all purposes as severed from this agreement.

6.4 Entire agreement

This agreement constitutes the entire agreement of the parties on the subject matter of this agreement and except as expressly provided supersedes any and all prior negotiations, representations and agreements in relation to that subject matter.

6.5 Exclusion of Implied Terms

All terms and conditions relating to this agreement that are implied by law are excluded to the maximum extent permitted by law.

6.6 Amendment

This agreement may only be amended by an instrument in writing signed by the parties.

6.7 Costs

The Vendor will pay the reasonable legal costs incurred in connection with the preparation and performance of this agreement.

6.8 Counterparts

- (a) This agreement may be electronically sign in two or more counterparts (including emailed copies) each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- (b) A party may enter into this agreement by executing any counterpart.

6.9 Governing law

This agreement is governed by and is to be construed in accordance with New Zealand law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

6.10 Trustee Limitation of Liability

Where a person executes this agreement in their capacity as a trustee of a trust of which they are not a settlor and of which they are not a beneficiary (**Independent Trustee**), it is acknowledged and agreed that the liability of such Independent Trustee is limited to the assets of the trust for which they are acting as trustee.

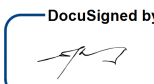
Execution

Executed as an agreement.

For and on behalf of the Brankin Family Interest Trust:

Signed by:

DD6C5E19AD5A4A3...
Thomas Brankin - Trustee

DocuSigned by:

23297D8BD2424BD...
Michael Lay - Trustee

Address for Notices

105 Messenger Terrace
Oakura 4314
New Zealand

Attention: Thomas Brankin
Email: tbrankin@icloud.com

For and on behalf of Gould Holdings Limited:

George Gould - Director

Address for Notices

478 Glenmark Drive
Rd 3
Amberley 7483
New Zealand

Attention: George Gould
Email: georgeacgould@gmail.com

SHARE TRANSFER FORM

Signature of Thomas David Brankin (Transferor)



Signed by the Transferor in the presence of: Witness signature Witness name Witness occupation Witness town of residence	 Signature of Michael John Kirwin Lay (Transferor)
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- (b) in the case of personal delivery, when delivered; and
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Execution

Executed as an agreement.

For and on behalf of the Brankin Family Interest Trust:

Thomas Brankin - Trustee

Michael Lay - Trustee

Address for Notices

105 Messenger Terrace
Oakura 4314
New Zealand

Attention: Thomas Brankin
Email: tbrankin@icloud.com

For and on behalf of Gould Holdings Limited:

Signed by:


17F300ADA095484...
George Gould - Director

Address for Notices

478 Glenmark Drive
Rd 3
Amberley 7483
New Zealand

Attention: George Gould
Email: georgeacgould@gmail.com

SHARE TRANSFER FORM

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Signature of Thomas David Brankin (Transferor)



Signed by the Transferor in the presence of: Witness signature Witness name Witness occupation Witness town of residence	 Signature of Michael John Kirwin Lay (Transferor)
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