

MANAGEMENT SERVICES AGREEMENT

Between;

Senior Trust Capital Limited; and
Senior Trust Management Limited

Date: **7 MARCH 2016**

Table of contents

INTRODUCTION	2
1 INTERPRETATION	2
2 TERMINATION OF EXISTING MANAGEMENT AGREEMENT	4
3 APPOINTMENT	4
4 TERM	5
5 SENIOR TRUST CAPITAL LIMITED 'S OBLIGATIONS	5
6 NO BORROWINGS	9
7 SENIOR TRUST MANAGEMENT LIMITED'S OBLIGATIONS	9
8 SENIOR TRUST CAPITAL LIMITED'S FEES AND EXPENSES	10
9 CONFIDENTIALITY	11
10 TERMINATION	11
11 EFFECT OF TERMINATION	12
12 GENERAL	12
SCHEDULE 1: INVESTMENT IDENTIFICATION, MONITORING AND APPRAISAL	15

This **Management Services Agreement** is made on ~~7 March~~ 2016

between (1) Senior Trust Capital Limited; and
(2) Senior Trust Management Limited

INTRODUCTION

- A Senior Trust Management Limited's principal activity is the establishment, and the management and administration, of managed investment schemes. In particular, it is the manager of a number of managed investment schemes in which interests are offered to retail investors (Funds). The Funds which are offered to retail investors are intended to be part of a registered scheme under the Financial Markets Conduct Act 2013 (FMCA).
- B Senior Trust Management Limited is the issuer and manager of the Funds. It is in the process of applying for a licence under the FMCA to perform the market service of acting as manager of registered schemes.
- C Senior Trust Capital Limited issues equity securities and invests in the retirement village and aged care sector. As such, Senior Trust Capital Limited has specialist expertise and knowledge in the retirement village and aged care sector which is of assistance to Senior Trust Management Limited in the performance of its functions described above.
- D Senior Trust Management Limited and Senior Trust Capital are parties to a management services agreement dated 11 September 2015 (Existing Management Agreement) under which Senior Trust Capital Limited undertakes administration management and accountancy services functions for Senior Trust Management Limited.
- E Senior Trust Management Limited and Senior Trust Capital Limited wish to enter into this Agreement, in place of the Existing Management Agreement, to record the terms on which Senior Trust Capital Limited will:
- (a) Assist Senior Trust Management Limited with investment identification, and monitoring and appraisal services; and
 - (b) Provide capital raising and investor relations services..

It is agreed

1 INTERPRETATION

1.1 Definitions

In this Agreement including the Introduction, unless the context otherwise requires:

Agreement means this Management Agreement;

Board means the board of directors of Senior Trust Management Limited

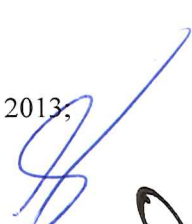
Business Day means a day on which all registered banks are open for business generally in Wellington;

Commencement Date means 11 March 2016 or such other effective date as is notified in respect of the first Retail Funds to transition to the FMCA;

Companies Act means the Companies Act 1993;

FMA means the Financial Markets Authority;

Financial Markets Conduct Act or **FMCA** means the Financial Markets Conduct Act 2013,



FMC Regulations means the Financial Markets Conduct Regulations 2014;

Financial Reporting Laws means the Financial Reporting Act 1993 and/or the provisions of Part 7 of FMCA as the context requires;

Funds means the funds established under the Trust Deed and any other investment fund or other entity of which Senior Trust Management Limited is or may be the manager from time to time;

GST means tax charged under the Goods and Services Tax Act 1985;

Inland Revenue Acts is defined in section 3 of the Tax Administration Act 1994;

Issuer Obligations has the meaning given to it in Section 6(1) of the FMCA;

Laws means:

- (a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time in New Zealand to which a party is subject;
- (b) the common law and the law of equity of New Zealand as applicable to the parties from time to time;
- (c) any binding New Zealand court order, judgment or decree;
- (d) any requirements of or guidance issued by the Financial Markets Authority or other relevant regulator;
- (e) the conditions applicable to Senior Trust Management Limited's Licence;
- (f) any applicable industry code, policy or standard enforceable by New Zealand law; or
- (g) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental, legal or regulatory body having jurisdiction in New Zealand over a party or any of that party's assets, resources or business;

Licence means the licence Senior Trust Management Limited holds under Part 6 of the FMCA to provide the market service of acting as a manager of registered schemes;

Market Services Licensee Obligations has the meaning given to it in section 6(1) of the FMCA;

Retail Funds means the Funds that are offered to retail investors and have become registered schemes under the FMCA;

Services means the services set out in the Schedules to this Agreement;

Supervisor means The New Zealand Guardian Trust Company Limited;

Tax includes all forms of taxation, withholding duties, charges, dues, imposts, levies, rates or other statutory or government impositions of whatever nature, lawfully imposed in New Zealand or elsewhere, and includes any penalty or interest imposed in connection with such impositions; and

Trust Deed means the Master Trust Deed dated 19 October 2010 (as amended and consolidated on 11 September 2015 and [] March 2016) between Senior Trust Management Limited and the Supervisor as amended from time to time, and the deeds establishing the Funds under the Master Trust Deed.

1.2 General references

In this Agreement, unless the context otherwise requires:



- (a) a reference to a clause, schedule or annexure is a reference to a clause of, schedule to, or annexure to this Agreement;
- (b) a reference to this Agreement or another instrument includes any variation, novation, or replacement of either of them;
- (c) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before or after the date of this Agreement);
- (d) references to and expressions used in connection with financial calculations, valuations, accounting or financial reporting functions or their description in this Agreement bear the respective meanings ascribed to like expressions or expressions to similar intent under NZ GAAP;
- (e) the singular includes the plural and vice versa;
- (f) “including”, “for example” and similar words are illustrative and do not imply any limitations;
- (g) the word person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a state and an agency of state, in each case, whether or not having a separate legal personality;
- (h) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (i) a reference to \$ or dollars is a reference to the lawful currency of New Zealand and, unless otherwise specified, all amounts payable by a party under this Agreement are to be paid in that currency;
- (j) words importing one gender include the other genders; and
- (k) headings are inserted for convenience and do not affect the interpretation of this Agreement.

2 TERMINATION OF EXISTING MANAGEMENT AGREEMENT

Senior Trust Management Limited and Senior Trust Capital Limited agree that, on and with effect from the Commencement Date, the Existing Management Agreement will terminate and will have no further force or effect as between them. Such termination will not prejudice any accrued rights or obligations of the parties which arose or exist, whether under a previous agreement, at law or otherwise, prior to such termination, nor release any party from liability for any breach of any such previous management agreement or arrangement prior to the termination of the same under this Agreement.

3 APPOINTMENT

3.1 Appointment

Subject to clause 3.2, Senior Trust Management Limited appoints Senior Trust Capital Limited, and Senior Trust Capital Limited accepts appointment, to perform the Services on and subject to the terms of this Agreement.

3.2 Non-exclusive appointment

- (a) Notwithstanding clause 3.1, Senior Trust Capital Limited agrees and acknowledges that its appointment to provide Services under this Agreement is non-exclusive and that

Senior Trust Management Limited may, in its complete discretion, appoint or engage other investment, administration or other managers to perform Fund Management Services or Investment Management Services in respect of a Fund instead of Senior Trust Capital Limited as Senior Trust Management Limited deems appropriate from time to time.

- (b) If Senior Trust Management Limited appoints or engages a person other than Senior Trust Capital Limited to perform Fund Management Services or Investment Management Services, or any of them, in respect of a Fund, it must notify Senior Trust Capital Limited in writing of the same and Senior Trust Capital Limited will not be obliged, or entitled, under this Agreement to perform the relevant services in respect of that Fund, and this Agreement shall be interpreted accordingly.

4 TERM

This Agreement will commence on and with effect from the Commencement Date and will remain in force until the date on which it terminates in accordance with clause 10.

5 SENIOR TRUST CAPITAL LIMITED 'S OBLIGATIONS

5.1 Performance of Services

Senior Trust Capital Limited shall provide the Services and such other services as may be agreed in writing between the parties from time to time. The Services must be performed to, at least, the standards specified in this agreement. The services must be undertaken in the manner defined by Senior Trust Management Limited in its governing policies and procedures. Senior Trust Capital Limited is also obliged to use the Senior Trust Management Limited prescribed templates, which include, but are not limited to, the compliance schedules and the loan review template.

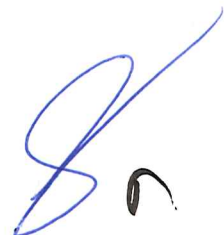
5.2 General obligations

Subject to clause 5.3, Senior Trust Capital Limited shall be entitled to undertake such actions as it considers appropriate in providing the Services in respect of Senior Trust Management Limited or the Funds (as the case may be), provided that it acts in a manner that is consistent with the terms of this Agreement and the relevant Trust Deed.

5.3 Duties

Senior Trust Capital Limited shall:

- (a) use its best efforts, and exercise due care, when performing the Services and exercising the rights, powers and authorities granted to it under this Agreement;
- (b) comply with any procedures agreed between Senior Trust Management Limited and Senior Trust Capital Limited and use reasonable care and skill to:
 - (i) comply with all relevant Laws in respect of Senior Trust Management Limited and Senior Trust Capital Limited; and
 - (ii) ensure Senior Trust Management Limited complies with all applicable Laws; when performing the Services under this Agreement;
- (c) ensure that it has sufficient resources, experience and expertise to enable it always to be able to provide the Services when, in the manner and to the standard required under this Agreement, and otherwise to meet its obligations under this Agreement;



- (d) advise Senior Trust Management Limited of any conflict or potential conflict of interest in relation to the provision of the Services, and in such case will comply with any reasonable request of the Board relating to that conflict; and
- (e) act in accordance with the reasonable requirements of the Board as advised from time to time to Senior Trust Capital Limited when performing the Services under this Agreement provided any such requirements are not inconsistent with the provisions of this Agreement.

5.4 Financial Markets Conduct Act

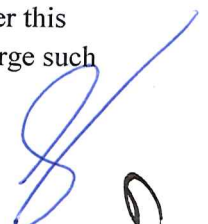
Without in any way limiting Senior Trust Capital Limited's duties under clause 5.3, Senior Trust Capital Limited recognises that, at the date of this Agreement, the Funds are planning to transition to compliance with the FMCA. Under the FMCA, Senior Trust Management Limited has general and specific duties and obligations to investors, and statutory and regulatory obligations as issuer and manager of the Funds, as a licensed manager of managed investment schemes and as a financial market participant.

Accordingly:

- (a) Senior Trust Capital Limited will take extra care to ensure that:
 - (i) Senior Trust Management Limited 's obligations under the FMCA and the FMC Regulations are clearly and effectively identified;
 - (ii) All relevant staff are aware of and understand Senior Trust Management Limited 's obligations under FMCA and the FMC Regulations; and
 - (iii) Senior Trust Capital Limited complies with those obligations.
- (b) Senior Trust Management Limited recognises the need to manage regulatory relationships (including its relationship with the FMA and with the Supervisor) in a positive and proactive way, to ensure that Senior Trust Management Limited maintains its reputation as a willing complier. Senior Trust Management Limited will therefore be responsible for managing this relationship.

5.5 Appointment of advisers

- (a) To enable the provision of the Services under this Agreement, Senior Trust Capital Limited may (with Senior Trust Management Limited's consent) appoint
- (b)
 - (i) experts (including valuers, brokers, bankers, surveyors and auctioneers) to provide it with advice in relation to the Services and Senior Trust Management Limited will meet the Senior Trust Capital approved costs of those advisers..
- (c) Senior Trust Capital Limited may rely and act on the advice of, or any opinion, certificate or any information obtained from, any advisers or other experts appointed by it pursuant to clause 5.5(a) and shall not be liable for any loss arising from any such reliance provided it has no reason to believe that its reliance on the relevant advice, opinion, certificate or information was not warranted.
- (d) Senior Trust Capital Limited acknowledges that the appointment of advisers or other experts under clause 5.5(a) shall not relieve Senior Trust Capital Limited of its responsibility for performing and discharging its duties and obligations under this Agreement (nor for liability for any failure on its part to perform and discharge such duties and obligations).



5.6 Access to information of, and held by, Senior Trust Capital Limited

Senior Trust Capital Limited will provide Senior Trust Management Limited with:

- (a) access to all documents, records and other information held by Senior Trust Capital Limited relating to Senior Trust Management Limited, its business, the Funds, this Agreement and/or the Services, at any time during business hours provided Senior Trust Management Limited has given Senior Trust Capital Limited reasonable notice of its desire to have access to the same;
- (b) reasonable assistance for the purposes of enabling Senior Trust Management Limited and/or its advisers, auditors or agents to monitor Senior Trust Capital Limited's compliance with the terms of this Agreement, including by:
 - (i) allowing any of those persons to inspect such documents, records and other information on Senior Trust Capital Limited's premises at any time during normal business hours; and
 - (ii) allowing those persons to take accurate and complete copies of such documents, records and other information,provided Senior Trust Management Limited has given Senior Trust Capital Limited reasonable notice of any such inspection; and
 - (iii) populating the Senior Trust Management Limited prescribed compliance schedules and ensuring the Senior Trust Management Limited oversight committees are provided all the information which they so request; and
- (c) notice of any material matter that may adversely affect the capacity or ability of Senior Trust Capital Limited to perform its obligations under this Agreement as soon as Senior Trust Management Limited becomes aware of that matter.

Senior Trust Capital Limited will retain, in addition to the records it is required to retain under the Companies Act and the Inland Revenue Acts, all documents, records or other information of the kind referred to in clause 5.6(a) for a period of eight years.

5.7 Inspection and audit

Senior Trust Capital Limited shall ensure that all persons appointed by Senior Trust Management Limited or the Supervisor to audit the Funds are given such access as they may reasonably require, at all reasonable times, to all records, documents, and other information held by or on behalf of Senior Trust Management Limited in respect of the relevant Funds and relevant to the audit.

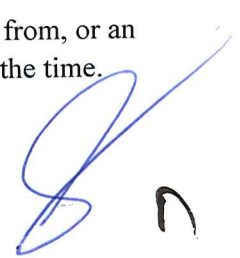
5.8 Authority

Senior Trust Capital Limited:

- (a) does not have any authority under this Agreement to act, or to assume any obligations, on behalf of Senior Trust Management Limited; and
- (b) will not represent (whether by act or omission or otherwise) that it is the agent of Senior Trust Management Limited,

other than:

- (c) and then only, to the extent expressly contemplated by this Agreement or necessary to enable it to perform the Services in accordance with this Agreement; or
- (d) in accordance with, and subject to the conditions of, a written delegation from, or an authority given by, Senior Trust Management Limited that is in effect at the time.



5.9 Resources

Senior Trust Capital Limited will:

- (a) employ such persons as are necessary to ensure that it can perform its obligations under this Agreement;
- (b) ensure that its employees involved in the performance of its obligations under this Agreement have sufficient and appropriate expertise and experience as to enable them to effectively and efficiently carry out the Services in accordance with this Agreement and will use all reasonable endeavours to ensure that each such employee always acts consistently with, and so as to give effect to, this Agreement (including Senior Trust Capital Limited's obligations in connection with the performance of the Services); and
- (c) ensure that all its employees have read and understood the policies and procedures of Senior Trust Management Limited prior to undertaking any Services on Senior Trust Management Limited's behalf.
- (d) .

5.10 Senior Trust Capital Limited's responsibility for employees

Without limiting clause 5.9, Senior Trust Capital Limited will:

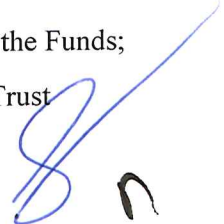
- (a) ensure that all employees engaged in performing the Services comply with, observe and perform this Agreement as if they were parties to it; and
- (b) be responsible, and liable to Senior Trust Management Limited, for the acts and omissions of its employees.

5.11 Insurance

Senior Trust Capital Limited will ensure that it has in place, at all times during the term of this Agreement, such professional indemnity insurance and other insurance as is reasonable for a service provider providing services in the nature of the Services and as is consistent with any relevant good industry practice.

5.12 Board powers

- (a) The Board retains complete discretion to oversee Senior Trust Capital Limited's performance of the Services, and to direct Senior Trust Capital Limited to act in relation to Senior Trust Management Limited as the Board believes is reasonably necessary or appropriate. Senior Trust Capital Limited is obliged to act in accordance with all lawful directions from the Board.
- (b) Without limiting the Board's powers under clause 5.12(a), the Board has the power to consider and approve:
 - (i) any offer or disclosure documents (including product disclosure statements, register entries, advertisements, annual reports, fund updates or information memoranda) prepared for the Funds;
 - (ii) all "major transactions" (as defined in section 129 of the Companies Act) of Senior Trust Management Limited subject to the requirement to obtain approval by Dadrew Trustees Limited (as Senior Trust Management Limited's major shareholder) for such transactions as set out in the Companies Act;
 - (iii) the financial statements of Senior Trust Management Limited and the Funds;
 - (iv) a recommendation as to the appointment of an auditor for Senior Trust Management Limited and in respect of any of the Funds;



- (v) all material announcements by or for Senior Trust Management Limited or any of the Funds, including those required by the Listing Rules of NZX Limited (if applicable);
- (vi) any decision, power or right requiring the authorisation of a special resolution;
- (vii) any material items of expenditure;
- (viii) any capital raising or other funding arrangements (including bank borrowing) for Senior Trust Management Limited or a Fund;
- (ix) all strategic decisions relating to Senior Trust Management Limited;
- (x) all governance matters relating to Senior Trust Management Limited and
- (xi) any other act, matter or thing specified for the purposes of this clause by the Board.

5.13 Reporting

Senior Trust Capital Limited will report to the Board at its monthly Board meetings about its performance of the Services for Senior Trust Management Limited. Additional performance report requests will be made by the Board as it may reasonably require.

5.14 Review of Performance

The schedules of Services that detail the duties of Senior Trust Capital Limited also provide for associated performance standards. The Board, through the use of oversight committees, will continually monitor and review Senior Trust Capital Limited's performance of its obligations under this Agreement in order to ensure that Senior Trust Capital Limited is providing the Services, and otherwise performing its obligations, to the standards required under this Agreement.

6 NO BORROWINGS

Senior Trust Capital Limited shall not at any time borrow any moneys (including by means of a bank overdraft) on behalf of Senior Trust Management Limited or a Fund or against the security of any property of a Fund, unless the borrowing is previously agreed to in writing by Senior Trust Management Limited and, in the case of a Fund, such borrowing complies with the relevant Trust Deed.

7 SENIOR TRUST MANAGEMENT LIMITED'S OBLIGATIONS

Senior Trust Management Limited shall provide to Senior Trust Capital Limited to the extent Senior Trust Management Limited considers it reasonably necessary to permit it to provide the Services under this Agreement:

- (a) full access to the records, documents and any other information held by it relating to Senior Trust Management Limited and the Funds;
- (b) notice of any material matter that may adversely affect the ability of Senior Trust Capital Limited to provide the Services or otherwise perform its obligations under this Agreement as soon as is practicable; and
- (c) any other assistance reasonably necessary to allow Senior Trust Capital Limited to perform its functions under this Agreement.



8 SENIOR TRUST CAPITAL LIMITED'S FEES AND EXPENSES

8.1 Fees

Senior Trust Capital Limited is to be paid by Senior Trust Management Limited fees, as specified in Schedule 3, for performing the Services and complying with its obligations under this Agreement.

8.2 Senior Trust Capital Limited's costs

All costs, charges and expenses incurred by or on behalf of Senior Trust Capital Limited in performing its duties and complying with its obligations under this Agreement shall be to the account of Senior Trust Management Limited and shall be reimbursed by Senior Trust Management Limited. Indemnity and warranty

8.3 Warranty

Senior Trust Capital Limited represents and warrants that it has and will have, and that its directors, officers, employees, and agents involved in the provision of the Services under this Agreement have and will have, the necessary expertise, experience and facilities required to properly and efficiently perform the Services, and otherwise meet Senior Trust Capital Limited's obligations under this Agreement, in accordance with the standards prescribed in this Agreement.

8.4 Indemnity by Senior Trust Capital Limited

Senior Trust Capital Limited will indemnify, and hold Senior Trust Management Limited indemnified, from and against any losses, liabilities, costs, claims, demands and expenses made against, or suffered or incurred by, Senior Trust Management Limited as a result of:

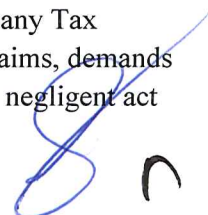
- (a) any unauthorised acts of Senior Trust Capital Limited or any fraud, dishonesty, negligence, default or wilful breach of the terms of this Agreement by Senior Trust Capital Limited;
- (b) any material act or material omission on the part of an employee engaged by Senior Trust Capital Limited in performing Services; and
- (c) any claim made or threatened against Senior Trust Management Limited by any employee engaged, or formerly engaged, by Senior Trust Capital Limited in providing Services,

except to the extent that any such losses, liabilities, costs, claims, demands and expenses were directly caused by an act or omission of:

- (d) Senior Trust Management Limited or any party other than Senior Trust Capital Limited or its employees acting on behalf of Senior Trust Capital Limited (other than due to any default or failure of Senior Trust Management Limited to comply with its obligations under this Agreement); or
- (e) Senior Trust Capital Limited where it was acting in accordance with the express directions of the Board.

8.5 Indemnity by Senior Trust Management Limited

Senior Trust Management Limited will indemnify and hold Senior Trust Capital Limited indemnified from and against any losses, liabilities, costs, claims, demands and expenses whatsoever suffered which are made against or incurred by Senior Trust Capital Limited, its directors or employees and arise directly as a result of Senior Trust Capital Limited carrying out its obligations under and in accordance with the terms of this Agreement other than any Tax imposed on Senior Trust Capital Limited's net income or losses, liabilities, costs, claims, demands or expenses that arise in connection with, or as a result of any fraudulent, dishonest, negligent act



or omission, or any default or breach of this Agreement, by Senior Trust Capital Limited or its directors or employees.

8.6 Mitigation

Each party will take reasonable steps to mitigate any claim, losses or damage sustained or incurred as a result of any act or omission (including any breach or default) of the party (regardless of whether or not covered by any indemnity).

9 CONFIDENTIALITY

Senior Trust Capital Limited shall at all times respect and protect the confidentiality of information acquired by it in connection with its appointment, and its performance of the Services, under this Agreement, and shall not at any time during or after the date of this Agreement use or disclose, for its own benefit or that of any other person, any confidential information except in accordance with and for the purposes of this Agreement, where:

- (a) the information has become public through no fault of Senior Trust Capital Limited;
- (b) disclosure is required by any law or regulation to which Senior Trust Capital Limited is subject; or
- (c) the disclosure of information is essential for Senior Trust Capital Limited to obtain professional advice.

10 TERMINATION

10.1 Termination by agreement

The parties may terminate this Agreement at any time by agreement in writing.

10.2 Senior Trust Management Limited ceases to be manager

If Senior Trust Management Limited ceases to be the manager of a Fund, this Agreement will automatically terminate in respect of the Services required to be provided by Senior Trust Capital Limited in respect of that Fund without the need for either party to give notice to the other.

10.3 Termination on default

In the event that:

- (a) Senior Trust Capital Limited commits a material breach of this Agreement and (if the breach is capable of remedy) fails to remedy the breach within 20 Business Days after receipt of written notice from Senior Trust Management Limited requiring it to remedy the breach;
- (b) Senior Trust Capital Limited is negligent in the performance of its duties under this Agreement and such negligence:
 - (i) causes material loss or damage to Senior Trust Management Limited or a material loss in reputation to, or damage to the reputation of, Senior Trust Management Limited; or
 - (ii) results in a material reduction in the value of a Fund;
- (c) the Board reasonably considers that Senior Trust Management Limited is not capable of carrying out the Services to the standard required by clause 5; or
- (d) Senior Trust Capital Limited is subject to statutory management, or a resolution has been passed for the appointment of a liquidator to Senior Trust Capital Limited or a receiver has been appointed in respect of all or a substantial portion of the assets of

Senior Trust Capital Limited or there are other similar circumstances affecting Senior Trust Capital Limited;

then Senior Trust Management Limited may, by notice in writing to Senior Trust Capital Limited, terminate this Agreement with effect on and from the date specified in the notice, provided that any such termination on the grounds of clause 10.3(b)(ii) shall apply only in respect of the affected Fund.

11 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to clause 10:

- (a) Senior Trust Capital Limited shall, upon request by Senior Trust Management Limited, deliver to Senior Trust Management Limited (or to any person nominated by Senior Trust Management Limited) all documents, records, and other information held by it or on its behalf directly relating to Senior Trust Management Limited and the Funds or to the duties and obligations of Senior Trust Management Limited under this Agreement;
- (b) Senior Trust Capital Limited shall comply with all reasonable requests of Senior Trust Management Limited in order to facilitate the transfer to another person of the duties and obligations of Senior Trust Management Limited under this Agreement; and
- (c) such termination shall not release either party from liability for any prior breach of this Agreement by that party.

12 GENERAL

12.1 Waiver

Any delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this Agreement will not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this Agreement will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach will not be, or be deemed to be, a waiver of any other or subsequent breach.

12.2 Assignment

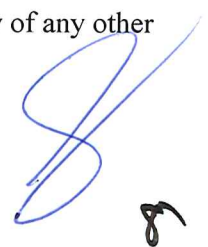
Senior Trust Capital Limited may not at any time assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement except with the prior written consent of Senior Trust Management Limited, which consent will not be unreasonably withheld or delayed. A change in the effective control of Senior Trust Capital Limited from that in effect on the date of this Agreement (or, after a permitted assignment, from that in effect at the date of Senior Trust Management Limited's consent) will be deemed to be an assignment, transfer or other disposition for the purposes of this clause.

12.3 Amendment

This Agreement may be amended at any time if both parties agree to do so in writing.

12.4 Severability

If any provision of this Agreement is, or becomes, unenforceable, illegal or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability, illegality or invalidity or if this is not possible then such provision will be severed from this Agreement, without affecting the enforceability, legality or validity of any other provision of this Agreement.



12.5 Contracts (Privity) Act 1982

This Agreement shall not and is not intended to confer any benefit on or create any obligation enforceable at the suit of any person (including, without limitation, the trustee of, or investors in, any Fund) other than Senior Trust Management Limited.

12.6 Counterparts

This Agreement may be signed in any number of counterparts all of which, when taken together, will constitute one and the same instrument. A party may enter into this Agreement by executing any counterpart.

12.7 Entire agreement

This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter of this Agreement and supersedes and extinguishes all prior agreements and understandings between the parties relating to such subject matter.

12.8 Governing law

This Agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.



EXECUTION

Executed as an agreement.

Senior Trust Management Limited by:



Director

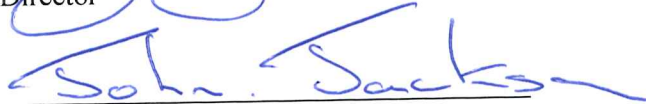
SCOTT LESTER

Print name

Senior Trust Capital Limited by:



Director



Print name

SCHEDULE 1: INVESTMENT IDENTIFICATION, MONITORING AND APPRAISAL

Senior Trust Capital Limited will provide assistance to Senior Trust Management Limited's Board and management to enable it to achieve the following:

Description of Service	Performance Standard
Identification	
<ul style="list-style-type: none"> Identify suitable retirement village investments that meet the SIPO criteria. Provide Senior Trust Management Limited's Board with a comprehensive due diligence report. Arrange if required meetings between the potential borrowers and Senior Trust Management Limited's Board members and site visits. 	<p>100% compliance with SIPO.</p> <p>Senior Trust Capital Limited to have provided reasonable opportunities to the satisfaction of the Senior Trust Management Limited Board.</p> <p>Due Diligence Report 95% accuracy. 5% deviation must not relate to a material matter.</p>
Negotiation	
<ul style="list-style-type: none"> If requested, assist with arranging, negotiating and documenting each investment. 	100% accuracy.
Monitoring	
<ul style="list-style-type: none"> If requested, providing input into monitoring of investments. 	100% compliance.
Inspections	
<ul style="list-style-type: none"> If requested, conduct quarterly inspections of the investment entities' assets, review valuations of real property assets supplied by the investment entity and provide a written report on the state of the same to Senior Trust Management Limited's Board as soon as practicable after completing each inspection. 	100% compliance.
Insurance	
<ul style="list-style-type: none"> If requested, advise on whether an investment entity has adequate insurance in relation to any loss or damage to the entity's assets being property, equipment, fittings or fixtures and in relation to any other insured liability in relation to the investment assets. 	100% compliance.
Other	
<ul style="list-style-type: none"> Undertake any other services which Senior Trust Management Limited may reasonably require Senior Trust Capital Limited to carry out to ensure the proper management and control of the investment. 	

SCHEDULE 2: CAPITAL RAISING AND INVESTOR RELATIONS

Senior Trust Capital Limited will provide the following services to Senior Trust Management Limited until 11 September 2016 or earlier if the Senior Trust Retirement Village Listed Fund is closed to new investment:

Description of Service	Performance Standard
Funding	
<ul style="list-style-type: none"> To assist Senior Trust Management Limited's meeting its funding requirements as set out in the Strategic Plan approved by Senior Trust Management Limited's Board. 	98% compliance.
Marketing	
<ul style="list-style-type: none"> To assist with devising marketing strategies and prepare requisite marketing materials as per the marketing meeting which must be attended by 2 Senior Trust Management Limited Board members. Obtain Senior Trust Management Limited Board approval of all aspects of the sales and marketing strategy for each new Fund offering through to subsequent implementation. 	100% compliance. 100% compliance.
Capital Raising	
<ul style="list-style-type: none"> To identify opportunities to promote Senior Trust Management Limited's capital raising as required. 	To meet the Board's capital raising target.
Investor Relations	
<ul style="list-style-type: none"> To enhance, as positively as possible, Senior Trust Management Limited's investor relations through an agreed communications strategy. Specifically, this includes but is not limited to, quarterly newsletters to all investors and potential investors, development of a website to support Senior Trust Management Limited's investment opportunities, completion of a media campaign strategy and the promotion and organization of a program of events and presentations to support Senior Trust Management Limited's investment opportunities. 	
Compliance	
<ul style="list-style-type: none"> Ensure compliance with all statutory requirements regarding disclosure, investor communications and promotion of Senior Trust Management Limited's investment products 	100% compliance.



SCHEDULE 3: SENIOR TRUST CAPITAL FEES

Schedule	Service	Fee (\$)
1	Assisting with Investment Identification (only payable on investment being successfully settled).	<p>\$2,000 (inclusive of GST) for every \$1m of funds lent.</p> <p>Plus</p> <p>\$1,000 (inclusive of GST) for every \$1m of funds lent to cover assistance with supervision, monitoring, assessment, insurance, other and security sharing</p> <p>For the avoidance of doubt, \$3,000 (inclusive of GST) for every \$1m of funds lent will be payable to cover all services stated.</p> <p>All travel costs and expenses (which have received prior approval from STML).</p>
2	Assisting With Capital Raising and Investor Relations	<p>\$1,000 (inclusive of GST) per month.</p> <p>All travel costs and expenses (which have received prior approval from STML).</p>

