

Establishment Deed for the Elevation Capital Global  
Shares Fund

# Deed Amendment

Public Trust  
The Curve Investments



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## Parties

### Supervisor

Name Public Trust  
Company Number 9429041913222  
Physical Address Level 2, 22-28 Willeston Street, Wellington 6140  
Postal Address Private Bag 5902, Wellington 6140  
Email Address CTS.Enquiry@PublicTrust.co.nz  
Attention Head of Client Services - Wellington

### Manager

Name The Curve Investments Limited  
Company Number 9429052022548  
Physical Address 53a Rawhitiroa Road, Kohimarama, Auckland 1071  
Postal Address 53a Rawhitiroa Road, Kohimarama, Auckland 1071  
Email Address Compliance@TheCurveInvestments.co  
Attention Victoria Harris

## Background

- A The Manager (then known as Elevation Capital Management Limited) and the Supervisor are parties to a deed restated on 11 November 2016 (as further amended from time to time) (**Trust Deed**) which sets out the terms and conditions applicable to Funds established by the Manager and the Supervisor.
- B The Trust Deed provides that each Fund shall be established by the Manager and Supervisor entering into an Establishment Deed setting out the specific terms and conditions relating to that Fund.
- C By Establishment Deed dated 28 October 2008 (as amended and restated from time to time) (**Establishment Deed**), the Manager and Supervisor established the Elevation Capital Global Shares Fund (then known as the "Elevation Capital Value Fund") (**Fund**).
- D Under clause 33 of the Trust Deed, the Manager and the Supervisor may, subject to the provisions of the Financial Markets Conduct Act 2013 and in situations specified in the Trust Deed, make alterations to the provisions of the Trust Deed or the Establishment Deed.
- E The Manager proposes to amend the Establishment Deed to change the name of the Fund to "The Curve Fund" with effect on and from the date of this deed or such other later date as agreed between the parties in writing (**Effective Date**).
- F The Manager and the Supervisor have determined to record the name change described in paragraph E by way of this deed amendment. In the Supervisor's opinion, this amendment is of a formal or technical nature and may therefore be made under clause 33.2(a) of the Trust Deed.

# Agreed terms

## 1 Definitions and interpretation

### Definitions

- 1.1 Terms used in this deed shall (unless defined otherwise) have the same meanings as in the Trust Deed and the Establishment Deed.

## 2 Name changes

- 2.1 The parties agree that, on and from the Effective Date:
- (a) The Fund shall be known as "The Curve Fund"; and
  - (b) All references in the Trust Deed and Establishment Deed to the Fund shall be read accordingly.

## 3 Confirmation of Trust Deed and Establishment Deed

- 3.1 In all other respects the Trust Deed and Establishment Deed are confirmed.

## 4 Miscellaneous

### Counterparts and electronic signatures

- 4.1 The parties agree that this deed may be executed in any number of counterparts (including by email or other electronic means). The counterparts, taken together, constitute one and the same instrument. This deed will be effective on the exchange (by electronic means or otherwise) of executed counterparts by all parties.
- 4.2 The parties each irrevocably consent, for the purposes of the Contract and Commercial Law Act 2017, to any party signing this deed by electronic signature and agree to be bound by this deed if it is signed by electronic signature, or by any other lawful means. The parties agree that electronic signatures applied to this deed using the DocuSign electronic signature tool or similar electronic signature tool are as reliable as appropriate given the purpose of this deed and the circumstances.

### Delivery

- 4.3 For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this deed will be delivered by each party (each a Delivering Party) immediately on the earlier of:
- (a) physical delivery of an original of this deed, executed by the relevant Delivering Party, into the custody of another party or another party's solicitors; or
  - (b) transmission by the relevant Delivering Party or its solicitors (or any other person authorised in writing by the relevant Delivering Party) of a photocopied or scanned

copy of an original of this deed, executed by the relevant Delivering Party, to another party or another party's solicitors.

**Governing law and jurisdiction**

- 4.4 This deed is governed by the law of New Zealand.
- 4.5 The parties submit to the non-exclusive jurisdiction of the courts of New Zealand. The parties will not object to the exercise of jurisdiction by those courts on any basis.

# Signature page

Executed and delivered as a deed.

**The Curve Investments Limited** by:

.....  
Signature of director

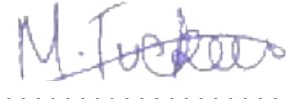
.....  
Signature of director

.....  
Name of director (print)

.....  
Name of director (print)

**Public Trust** by its attorney, and in the presence of:

  
.....  
Signature of witness

  
.....  
Signature of attorney

**Kiran Prasad**  
.....  
Name of witness (print)

**Marisa Lyn Tucker**  
.....  
Name of attorney (print)

**Senior Client Services Manager**  
.....  
Occupation of witness

**Wellington**  
.....  
Address of witness