

## **Octagon Investment Funds**

### **DEED OF AMENDMENT AND RESTATEMENT**

**Growth Fund, Balanced Fund, Income Fund, Enhanced Cash Fund, New Zealand Equities Fund, Australian Equities Fund, Global Equities Fund, Listed Property Fund, New Zealand Fixed Interest Fund**

23 July

Deed dated 2024

- 1 **FORSYTH BARR INVESTMENT MANAGEMENT LIMITED** at Dunedin (“**Manager**”)
- 2 **TRUSTEES EXECUTORS LIMITED** at Wellington (“**Supervisor**”)

## INTRODUCTION

- A A master unit trust deed dated 27 September 2007, as amended from time to time (“**the Trust Deed**”) sets out the terms and conditions on which units in the Octagon Investment Funds (“**Scheme**”) managed by the Manager are offered for subscription to the public.
- B Clause 30.1 of the Trust Deed provides that the Supervisor and the Manager may at any time make any alteration, modification, variation or addition to the provisions of any Establishment Deed (by means of a deed executed by the Supervisor and the Manager), subject to the provisions of the Governing Legislation.
- C The Manager and the Supervisor wish to amend the Establishment Deeds for all of the Funds to amend the Valuation Day to provide for a T+2 settlement timeframe and to consolidate each of the Establishment Deeds for administrative purposes.
- D Accordingly, the Manager and the Supervisor have agreed to enter into this Deed.

## AGREEMENT

### 1 INTERPRETATION

#### 1.1 In this Deed:

- a unless the context otherwise requires, words defined in the Trust Deed shall have the same meaning in this Deed;
- b clauses 1.2 to 1.4 of the Trust Deed shall apply to this Deed, with all necessary modifications;
- c references to the Trust Deed are references to the Trust Deed as amended or supplemented from time to time; and
- d where the Schedule specifies a Fund Particular that is common to a number of Funds, the relevant particular applies to each Fund severally.

### 2 CONFIRMATION OF TRUST


- 2.1 The Supervisor agrees to act as supervisor of each Fund and to hold the Trust Fund of each Fund on trust for the Unit Holders of the Fund, upon and subject to the terms and conditions contained or implied in this Deed, the Trust Deed and the Fund Particulars.
- 2.2 The Fund Particulars for the Funds are set out in the Schedule attached to this Deed.

### 3 GENERAL

- 3.1 This Deed may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument. A party may enter into this Deed by signing a counterpart copy and sending it to the other parties (including by facsimile or email).

**EXECUTION**

**EXECUTED** for and on behalf of  
**FORSYTH BARR INVESTMENT  
MANAGEMENT LIMITED** as Manager by:

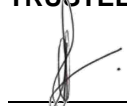


Director  
Gordon Noble-Campbell

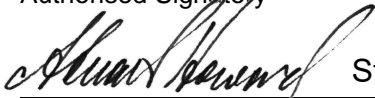


Director  
Ian Hankins

**EXECUTED** on behalf of  
**TRUSTEES EXECUTORS LIMITED** as Supervisor by:



David Shaw, Senior Client Manager  
Authorised Signatory



Stuart Howard, Senior Client Manager  
Authorised Signatory

Witness to both signatures:

Natalie Greig-Low

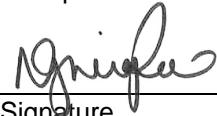
Full Name

11/51 Shortland Street, Auckland, 1010

Residential Address

Operations Analyst

Occupation



Signature

**SCHEDULE**  
**FUND PARTICULARS**

<b>Fund</b>	Growth Fund, Balanced Fund, Income Fund, Enhanced Cash Fund, New Zealand Equities Fund, Australian Equities Fund, Global Equities Fund, Listed Property Fund, New Zealand Fixed Interest Fund
<b>Name of Fund</b>	The Fund name above, or such other name as the Manager may determine from time to time for that Fund in accordance with the Trust Deed.
<b>Authorised Investments:</b>	The Fund will invest in the permitted investments that are described in the Fund's SIPO.
<b>Investment Strategy and objectives</b>	The Fund's investment strategy and objectives are as described in the Fund's SIPO.
<b>Valuation day/Issue/Redemption:</b>	<p>The Valuation Day for the Fund is each Business Day.</p> <p>For applications received with effect on or after 30 July 2024, or from such other date as agreed with the Supervisor, Units will be issued on the second Valuation Day following the Valuation Day for which the application is effective pursuant to clause 7.4 of the Trust Deed, or such other number of days as agreed with the Supervisor.</p> <p>For Withdrawal Notices received with effect on or after 30 July 2024, or from such other date as agreed with the Supervisor, and subject to clauses 10.1 and 10.6 of the Trust Deed, Units will be redeemed on the second Valuation Day following the Valuation Day for which the Withdrawal Notice is effective pursuant to clause 9.3 of the Trust Deed, or such other number of days as agreed with the Supervisor. The Manager may defer the Valuation Day on which a Withdrawal Notice is effective by up to 5 Business Days in the event that proceeds from the sale of investments are required to meet the cash outflow.</p>
<b>Distribution Policy:</b>	<p>The Manager has the discretion to decide the appropriate level of distributions to be made to Unit Holders from the Income Fund, and the timing of any such distributions.</p> <p>The Manager does not intend to make distributions from any other Fund. This is subject to the Manager's discretion and may change from time to time.</p>
<b>Borrowing and use of derivatives:</b>	Borrowing and use of derivatives by the Fund are permitted in the circumstances described in the Fund's SIPO.
<b>Special Terms (if any):</b>	None.