



PFL

DIVIDEND REINVESTMENT PLAN

OFFER DOCUMENT

21 OCTOBER 2025

This is an important document. You should read the whole document before making any decisions. If you have any doubts as to what you should do, please consult your broker, financial, investment, or other professional advisor.

Punakaiki Fund Limited (**Punakaiki Fund**) has established a Dividend Reinvestment Plan (**Plan**) which offers you the opportunity to reinvest dividends received on your existing Shares into Additional Shares. Dividend Reinvestment Plans are fairly common and provide an opportunity for shareholders to grow their investment in a company. Participation in the Plan is completely optional.

This Offer Document explains how the Plan works.

Unless otherwise defined, capitalised terms used in this Offer Document have the meaning set out in the Definitions on page 7.

KEY FEATURES

SHARES INSTEAD OF DIVIDENDS

The Plan gives you the opportunity to reinvest some or all of the net cash dividends payable or credited on your Shares by acquiring Additional Shares. This provides an opportunity for you to increase your investment in Punakaiki Fund.

ELIGIBILITY

You are eligible to participate in the Plan if, as at 11:59pm on a Record Date:

1. you held Shares; and
2. you are resident in New Zealand or Australia (or if you are not a resident of New Zealand or Australia, your participation in this Plan is lawful under the relevant laws that apply to you, and Punakaiki Fund determines that you are eligible to participate); and
3. you either hold your Shares directly or hold your Shares indirectly through a nominee whose address is recorded in Punakaiki Fund's share register as being in New Zealand or Australia.

If you do not satisfy the criteria above, Punakaiki Fund reserves the right to otherwise determine, in its absolute discretion, that you are eligible to participate.

Further details regarding the ability of shareholders that are not residents of New Zealand and Australia to participate in the Plan are contained in clause 3.1.

FULL OR PARTIAL PARTICIPATION

You can choose to participate in the Plan in respect of some or all of the net cash dividends payable or credited on your Shares. Your participation in the Plan will apply from the time that you elect to participate in the Plan through Catalist.

Participation in the Plan is optional. If you do not wish to participate in the Plan, you do not need to do anything. If you do not participate in the Plan, you will receive the net cash dividends payable or credited on your Shares.

If you change your mind at a later date and wish to participate in the Plan, you can do so by making a Participation Election through Catalist by following the instructions in clause 6.

JOINING, VARIATION AND WITHDRAWAL ARRANGEMENTS

You can choose to participate in the Plan, vary your participation, or withdraw from the Plan at any time through Catalist prior to the applicable Payment Date. Any variation or withdrawal will take effect immediately if received prior to the applicable Payment Date.

APPLICATION OF THE PLAN

The Punakaiki Fund Board retains the discretion to determine that the Plan will not apply to a particular dividend, or will not apply to some of a particular dividend (rather than all), with the result being that all, or the relevant proportion (and also taking into account any partial participation in the Plan), of that dividend will be paid in cash instead of the Plan applying.

ISSUE PRICE

Additional Shares will be issued or transferred under the Plan at the Strike Price. The Strike Price will be equal to the prevailing iNAV/Share, less the gross cash dividend payable or credited on each Share, all less a 10% discount and rounded to the nearest \$0.10 per share, subject to adjustment to the Strike Price by Punakaiki Fund for any exceptional or unusual circumstances.

TERMS AND CONDITIONS

1. INTRODUCTION

This Offer Document contains the terms and conditions of the Punakaiki Fund Dividend Reinvestment Plan.

The Plan is available to you if, subject to clauses 3 and 5, you are the holder of Shares.

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

Your entitlement to Additional Shares under the Plan is determined on the Record Date.

This Offer Document has been prepared as at 21 October 2025.

2. AVAILABLE OPTIONS

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

- a. **Full Participation:** If you choose full participation, the Plan will apply to the **full amount** of the net cash dividends payable or credited from time to time in respect of all Shares registered in your name on a Record Date.
- b. **Partial Participation:** If you choose partial participation, the Plan will only apply to your nominated **percentage (%)** of net cash dividends payable or credited from time to time in respect of all Shares registered in your name on a Record Date.

If you do not wish to participate in the Plan and instead wish to receive dividends payable or credited in respect of your Shares from time to time in cash, you do not need to do anything.

3. OVERSEAS SHAREHOLDERS

3.1. Subject to clause 3.2, as at the date of this Offer Document, you are eligible to participate in the Plan if, as at 11:59pm on the Record Date:

- a. you hold Shares; and
- b. you are resident in New Zealand or Australia (or if you are not a resident of New Zealand or Australia, your participation in this Plan is lawful under the relevant laws that apply to you, and Punakaiki Fund determines that you are eligible to participate); and

- c. you either hold your Shares directly or hold your Shares indirectly through a nominee whose address is recorded in Punakaiki Fund's share register as being in New Zealand or Australia.

If you do not satisfy the criteria above, Punakaiki Fund reserves the right to otherwise determine, in its sole discretion, that you are eligible to participate.

The Board may amend this policy in relation to overseas shareholders at any time, in its sole discretion.

The Plan does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not authorised or legal, or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such an offer or solicitation. No action has been taken that would permit the Plan to be offered in any jurisdiction where action for that purpose would be required. This includes, but is not in any way limited to, the United States. It is the responsibility of any investor to ensure their participation complies with all laws of any country outside of New Zealand and Australia relevant to their participation in the Plan, and any such investor should consult their professional advisers as to whether any governmental or other consents are required, or other formalities need to be observed to enable them to participate in the Plan. The failure to comply with any applicable restrictions may constitute a violation of securities law in those jurisdictions. The Additional Shares have not been and will not be registered under the US Securities Act or the securities law of any state of the United States.

3.2 Punakaiki Fund may, in its absolute discretion, elect not to offer participation in the Plan to shareholders who are outside of New Zealand or Australia if Punakaiki Fund considers that to do so would risk breaching the laws of any other jurisdiction and it would be unduly onerous for Punakaiki Fund to ensure that the laws of those jurisdictions are complied with.

3.3 If you are outside of New Zealand or Australia or any other jurisdiction in respect of which the Plan is made available and you participate in the Plan through a nominee that is resident in New Zealand or Australia and has a registered address in New Zealand or Australia or any other such jurisdiction, you will be deemed to represent and warrant to Punakaiki Fund that you can lawfully participate through your nominee. Punakaiki Fund accepts no responsibility for determining whether any person is able to participate in the Plan under laws applicable outside of New Zealand or Australia or any other jurisdiction in respect of which the Plan is made available.

4. DEATH OF PARTICIPANT

4.1 If a participant dies, participation by that participant will cease upon receipt by Punakaiki Fund's Share Registrar of a notice of death in a form acceptable to Punakaiki Fund.

4.2 Death of one of two or more joint participants will not automatically terminate participation by the remaining joint participant(s).

5. EXCLUSION WHERE LIENS OR CHARGES OVER SHARES

If you hold any Shares over which Punakaiki Fund has a lien or charge, net cash dividends payable or credited to you in respect of those Shares will not be eligible to participate in the Plan.

6. PARTICIPATION ELECTION

6.1 To participate in the Plan, you must make a Participation Election online by visiting the website of Punakaiki Fund's Share Registrar, [Catalist](#) and:

- a. Log into your Catalist account;
- b. Select the Account Settings button (top-right corner of the screen) and go to the Distribution tab;
- c. Select your preferred dividend options from the drop list:
 - i. **Paid to your Catalist Wallet:** to keep funds available for reinvestment in any investment through the Catalist platform;
 - ii. **Paid to your verified bank account:** you must have provided a valid bank account number otherwise the payment will default to your Catalist Wallet; or
 - iii. **Reinvested under the Dividend Reinvestment Plan;**
- d. If you choose to reinvest under the Plan, you'll be asked to confirm:
 - i. that you have read, understood and agree to the terms and conditions of the Plan; and
 - ii. a nominated percentage (0–100%) using a slider, in increments of 10%. The default is 100%. This represents the portion of your eligible net cash dividend you wish to reinvest into Punakaiki Fund Shares via the Plan.

6.2 When you make your online election, you will be required to confirm that you have read, understood and complied with the terms and conditions of the Plan.

Punakaiki Fund reserves the right to offer alternative Participation Election methods at its sole discretion.

6.3 You can make your Participation Election at any time

while this Plan is in effect, by following the instructions in clause 6.1. If you make a Participation Election on a Payment Date, there is no guarantee that your Participation Election will apply to the dividend payment made on that Payment Date.

7. PARTICIPATION APPLIES FROM FIRST PAYMENT DATE

Net proceeds of cash dividends payable or credited on your Shares will be reinvested in Additional Shares from the first Payment Date which occurs after receipt by Punakaiki Fund of a properly completed Participation Election.

8. FORMULA FOR CALCULATION OF ADDITIONAL SHARES AND STRIKE PRICE

If you choose to participate in the Plan, the number of Additional Shares you will be allotted or transferred under Clause 14 will be calculated in accordance with the following formula:

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

Where:

N is the number of Additional Shares you will receive;

D is the net proceeds of cash dividends payable or credited by Punakaiki Fund in respect of your Shares (excluding any tax credits and after deduction of any withholding or other taxes, if any);

% is your nominated percentage of any net cash dividends payable or credited to you that will be applied to acquiring Additional Shares; and

Strike Price is the price equal to the prevailing iNAV/Share, less the gross cash dividend payable or credited on each Share, all less a 10% discount and rounded to the nearest \$0.10 per share. The prevailing iNAV/Share shall be either:

- (a) The iNAV/Share reported in Punakaiki Fund's most recent monthly NAV report; or
- (b) If the Punakaiki Fund Board elects to re-estimate the iNAV/Share following the issue of the most recent monthly NAV report, that re-estimated iNAV/Share.

Any Strike Price shall be notified to shareholders no less than five Business Days before the payment of the applicable dividend to which the Strike Price applies.

The price at which your Additional Shares will be allotted or transferred to you will be the Strike Price. 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.

9. FRACTIONAL ENTITLEMENTS

9.1 Where the number of Additional Shares you will receive (calculated in accordance with the formula set out in clause 8) is not a whole number, then the number of Additional Shares you receive will be rounded down to the nearest whole number of Additional Shares.

9.2 Any net proceeds of cash dividends payable or credited per Share by Punakaiki Fund which are not applied to acquire a part of an Additional Share (due to the operation of clause 9.1) shall be held within your Catalist Wallet and then can either be paid to your verified bank account, be applied to acquiring securities on Catalist's market, or continue to be held in your Catalist Wallet.

10. COMPLIANCE WITH LAWS AND CONSTITUTION

10.1 If Punakaiki Fund determines that the allotment or transfer of Additional Shares under the Plan could breach any applicable law, or any provision of Punakaiki Fund's Constitution, Punakaiki Fund may, in its sole discretion, withdraw the Plan, or not allot or transfer any Additional Shares under the Plan to any shareholder(s) otherwise eligible to participate.

10.2 If, for any reason, Punakaiki Fund cannot allot or transfer your Additional Shares, the relevant dividend on your Shares will be paid or distributed to you in the same manner as to shareholders not participating in the Plan. You will not be paid interest on any such payment.

11. ISSUE OR TRANSFER OF ADDITIONAL SHARES

11.1 Punakaiki Fund will:

- a. allot your Additional Shares to you in accordance with clauses 8 to 10 (inclusive) on the day that you would otherwise have been paid a dividend; or
- b. transfer your Additional Shares to you in accordance with clauses 8 to 10 as soon as reasonably practicable on or after the day that you would otherwise have been paid a dividend, as applicable, depending on the manner in which your Additional Shares are sourced.

12. SHARE PRICE INFORMATION PUBLICLY AVAILABLE

Punakaiki Fund undertakes that, at the time the Strike Price is set under clause 8, it is not in possession of any information that is not publicly available and that would, or would be likely to, have a material adverse effect on the realisable price of the Shares if the information were publicly available.

13. TERMS OF ISSUE AND RANKING OF ADDITIONAL SHARES

Your Additional Shares will be allotted 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 16. Any new Shares issued or transferred by Punakaiki Fund for the purposes of this Plan will, from the date of allotment, rank equally in all respects with each other and with all other Shares on issue as at that date.

14. SOURCE OF ADDITIONAL SHARES

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

- a. new Shares issued by Punakaiki Fund and allotted to you;
- b. existing Shares acquired by Punakaiki Fund or a nominee or agent of Punakaiki Fund and transferred to you; or
- c. any combination of (a) and (b) above.

15. STATEMENTS

If you choose to participate in the Plan, Punakaiki Fund will send you a statement via Catalist to your electronic mail address within five Business Days of the allotment or transfer of Additional Shares. You will also be able to find this statement in the Communications tab of your Catalist Dashboard. The statement will provide the details of the dividend, your participation in the Plan and any necessary tax information.

16. TERMINATION, SUSPENSION AND MODIFICATION

The Board may, in its sole discretion, at any time:

- 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 modified Plan unless you withdraw or modify your Participation Election in accordance with clause 18;
- b. resolve that some or all of a dividend will be paid in cash only instead of the Plan applying;
- c. make a determination in respect of any of the matters for which the Board is granted discretion under clause 8 (which, for the avoidance of doubt, is not a modification to the Plan which requires notice to be given to you under clause 17);
- d. resolve that in the event of the subdivision, consolidation or reclassification of the Shares into one or more new classes of shares, your Participation Election will be deemed to be a Participation Election in respect of the Shares as subdivided, consolidated or reclassified unless you withdraw or modify your Participation Election in accordance with clause 18;
- e. resolve that the Plan or any allotment under the

Plan may be underwritten on such terms as may be agreed between Punakaiki Fund and an underwriter;

- f. determine that shareholders in specific jurisdictions outside New Zealand and Australia may participate in the Plan; or
- g. resolve that your Participation Election will cease to be of any effect.

17. PRIOR NOTICE

You will be sent written notice by Punakaiki Fund of any modification or termination to the Plan at your electronic mail address as set out in Punakaiki Fund's share register, or via the Communications tab of your Catalist Dashboard, prior to the date on which any modification or termination will take effect, unless Punakaiki Fund:

- a. modifies or terminates the Plan to comply with any applicable law, the listing rules of any market on which the Shares are traded or any provision of the Constitution; or
- b. makes minor amendments to the Plan where such amendments are of an administrative or procedural nature;

in which case no notice need be given.

18. VARIATION OR TERMINATION

You may at any time:

- a. increase or decrease your nominated percentage (%) of net cash dividends applied to acquiring Additional Shares in accordance with clause 6.1; or
- b. terminate your participation in the Plan by decreasing your nominated percentage (%) of net cash dividends applied to acquiring Additional Shares to 0%, in accordance with clause 6.1.

Such variation or termination will take effect immediately, however, if you do not make such a variation or termination prior to a Payment Date, there is no guarantee that your variation or termination will apply to the dividend payment made on that Payment Date (and you may be bound by your original Participation Election).

19. DISPOSITIONS OF ALL OF YOUR PARTICIPATING SHARES

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

20. TAXATION

For New Zealand tax purposes, if you reinvest the net proceeds of your cash dividends to acquire Additional Shares, you should be treated in the same way as if you had not participated in the Plan. This means that if you participate in the Plan, you should derive dividend income of the same amount that you would have derived had you not participated in the Plan. The taxation summary above is based on New Zealand taxation laws as at the date of this Offer Document and is, of necessity, general. It does not take into account your individual circumstances and the specific tax consequences of your participation or non-participation in the Plan, which may vary considerably. You should not rely on this general summary but should seek your own tax advice. Punakaiki Fund does not accept any responsibility for the financial or taxation effects of your participation or non-participation in the Plan.

21. COSTS

You will not be charged for participation or withdrawal from the Plan (unless you seek to engage advisers in relation to your individual circumstances). You will not incur any charges on the allotment or transfer to you of your Additional Shares.

22. GOVERNING LAW

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

23. OTHER INFORMATION

You can download an electronic copy of Punakaiki Fund's most recent [Annual Report](#) (which contains Punakaiki Fund's most recent financial statements and the auditor's report on those financial statements) from [Punakaiki Fund's website](#).

DEFINITIONS

Additional Shares means the Shares to be issued or transferred to you pursuant to the Plan.

Board means Punakaiki Fund's board of directors from time to time.

Business Day means any day excluding Saturdays, Sundays, and statutory holidays in Auckland, New Zealand.

Catalist means Catalist Markets Limited, Punakaiki Fund's share registrar.

Catalist Wallet means the record of cash balances held for individual Punakaiki Fund shareholders on trust by Catalist, which are visible in the relevant shareholder's Catalist account. Shareholders may continue to hold such cash balances in their Catalist Wallet, have those funds transferred to the shareholder's verified bank account, or apply them to purchasing securities on Catalist's market, at their election.

Constitution means Punakaiki Fund's constitution.

iNAV/Share means Punakaiki Fund's undiluted total asset value less any accrued performance fee and any accounts payable, all divided by the number of shares Punakaiki Fund has on issue.

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

Participation Election means your chosen participation in the Plan, made in the way specified in clause 6.1 of this Offer Document.

Payment Date means a date on which Punakaiki Fund has scheduled the payment of a dividend to Punakaiki Fund shareholders.

Plan means Punakaiki Fund'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.

Punakaiki Fund means Punakaiki Fund Limited.

Record Date means 11:59pm on the date, from time to time, fixed by Punakaiki Fund for determining entitlements to dividends payable or credited on Shares.

Share Registrar means Catalist Markets Limited.

Shares means ordinary shares in Punakaiki Fund.

Strike Price means the price at which Additional Shares will be issued or transferred to you, calculated in accordance with clause 8 of this Offer Document.

Punakaiki Fund is managed by 2040 Ventures Limited
Level 2, 99 Quay Street
Auckland 1010



info@punakaikifund.co.nz



+64 021 526 239



**Punakaiki
Fund**