Deed of Accession

AF Capital Private Credit Development Fund LP

Avanti Capital
avantifinance.co.nz/investors
investors@afcapital.co.nz
0800 808 003

Date:

Parties

A	AF Capital Private Credit Development Fund LP	**(Limited Partnership)**
B	Avanti Funds Management Limited	**(General Partner)**
C		**(New Partner)**

(together, the **Parties**)

Background

From the date of this deed (**Effective Date**) the New Partner is intending to become a Limited Partner (as defined in the Limited Partnership Agreement for the AF Capital Private Credit Development Fund LP currently dated 22 July 2025 (as amended from time to time) and made between the General Partner and the Limited Partners (as admitted to the Limited Partnership from time to time) (**Agreement**) and the parties have agreed to enter into this Deed pursuant to the terms of the Agreement.

Operative Provisions

In consideration of, and subject to the New Partner being admitted as a Limited Partner (as defined in the Agreement) from the Effective Date:

1. The New Partner and the other parties to this Deed agree that New Partner is to have the benefit of and be bound by the terms and conditions of the Agreement as a Limited Partner (as defined in the Agreement).
2. The New Partner confirms that its Committed Capital is as set out in its application to become a Limited Partner or as otherwise agreed between the General Partner and the New Partner from time to time.
3. Where the New Partner is to become a Limited Partner by way of a transfer of existing Partnership Interests, the New Partner and the other parties to this Deed agree that the New Partner assumes, and is fully responsible for all obligations and liabilities of the relevant existing Limited Partner in relation to the Limited Partnership (including any outstanding liabilities to contribute Uncalled Committed Capital of the Existing Partner), but in each case only in respect of the Partnership Interests transferred.
4. This Deed is also given for the benefit of each other Limited Partner of the Limited Partnership and is intended to be enforceable by each such other Limited Partner.
5. This Deed is governed in all respects by the laws of New Zealand and each of the parties irrevocably submits to the non-exclusive jurisdiction of the New Zealand Courts as regards any claim, dispute or matter arising out or relating to this Deed.

Execution

Executed and delivered as a deed on the date specified at the beginning of this deed.

Signed by **AF Capital Private Credit Development Fund LP** by its agent and general partner **Avanti Funds Management Limited**

Signature of Director

Name of Director

Signature of Director

Name of Director

Signed for and on behalf of **Avanti Funds Management Limited**

Signature of Director

Name of Director

Signature of Director

Name of Director

Select a relevant execution box from the options below.

Signed by and on behalf of

Signature of Director

Name of Director

as New Partner in the presence of:

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness (city, town or locality)

Signed by and on behalf of

as New Partner in the presence of:

Signature of Director

Name of Director

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness (city, town or locality)

Signed by

in their capacity as trustee of

as New Partner in the presence of:

Signature of Director

Name of Director

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness (city, town or locality)

Signed by

in their capacity as trustee of

as New Partner in the presence of:

Signature of Director

Name of Director

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness (city, town or locality)

Signed by

in their capacity as trustee of

as New Partner in the presence of:

Signature of Director

Name of Director

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness (city, town or locality)