

**AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION
OF**

Curve Finance eBORG

A foundation company limited by guarantee without any share capital

ADOPTED BY FOUNDER NOTICE ON [DATE]

**Registered Office:
c/o International Corporation Services Ltd.
Harbour Place, 2nd Floor
103 South Church Street
P.O. Box 472
George Town
Grand Cayman KY1-1106
Cayman Islands**

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1. The name of the Foundation Company is Curve Finance eBORG.
2. The Foundation Company is a company within the meaning of the Companies Act (Revised) and a Foundation Company within the meaning of the Foundation Companies Act (Revised). The registered office of the Foundation Company shall be at the offices of International Corporation Services Ltd., PO Box 472, 2nd Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands, or at such other place as the directors may from time to time decide.
3. The objects for which the Foundation Company is established are restricted to doing all such things as in the opinion of the directors are in accordance with, or in the furtherance of, or which are incidental or conducive to, any or all of the Purposes as such term is defined in the Bylaws from time to time.
4. The Foundation Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question or corporate benefit, as provided by section 27(2) of the Companies Act (Revised), and without prejudice to the foregoing generality the Foundation Company has the following powers, which may be exercised only in promoting the objects for which the Foundation Company is established:
 - (a) to promote or carry out research;
 - (b) to employ paid or unpaid agents, staff or advisers;
 - (c) to provide advice;
 - (d) to publish or distribute information;
 - (e) to co-operate with other bodies;
 - (f) to support, donate to, administer or set up charities or not for profit organisations;

- (g) to raise funds (but not by means of taxable trading);
 - (h) to borrow money and give security for loans;
 - (i) to acquire or hire property of any kind;
 - (j) to let or dispose of property of any kind;
 - (k) to make grants or loans of money and to give guarantees;
 - (l) to promote, incorporate, acquire, manage, control and operate for commercial gain one or more subsidiary companies in any jurisdiction of the world and to exercise all powers necessary with respect to the ownership of such subsidiary companies;
 - (m) to set aside funds for special purposes or as reserves against future expenditure;
 - (n) to deposit or invest funds in any manner; and
 - (o) to do anything else within Cayman Islands law and regulation which promotes or may help to promote the objects for which the Foundation Company is established.
5. The Foundation Company may not carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
 6. No portion of the income or property of the Foundation Company from whatever place or source shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members, proposed members, directors or supervisors of the Foundation Company, as such, apart from authorised remuneration for services to the Foundation Company.
 7. The liability of the members is limited.
 8. The Foundation Company may cease to have members.
 9. Each person who is a member undertakes to contribute to the assets of the Foundation Company in the event of the Foundation Company being wound up during the time that the person is a member, or within one year afterwards, for payment of the debts and liabilities of the Foundation Company contracted before the time at which the person ceases to be a member, and the cost, charges and expenses of the winding-up of the Foundation Company, and for the adjustments of the rights of the contributories amongst themselves, such amounts as may be required, not exceeding the sum of one United States dollar (US\$1.00).

10. If on the winding-up or dissolution of the Foundation Company there remain surplus assets after the satisfaction of its debts and liabilities, the same shall be paid or transferred as shall be decided by the Security Multisig (as defined in the Bylaws), which may include another foundation company or other similar entity.
11. This Memorandum and the Articles of Association may, subject to any limitations or approvals set forth in the Bylaws, be altered by written consent of a majority of the directors, with notice of such consent provided to the Foundation Company, except that none of Clauses 6, 10 or this Clause 11 of this Memorandum may be altered, and no other alteration may be made which is in any way inconsistent with Clauses 6, 10 or this Clause 11.