

# Deed of Amendment for the Colonial First State FirstChoice Superannuation Trust

Colonial First State Investments Limited ABN 98 002 348 352  
(Trustee)

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# Deed of Amendment for the Colonial First State FirstChoice Superannuation Trust

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# Details

<b>Trustee</b>	Name	<b>Colonial First State Investments Limited</b>
	ABN/ACN	ABN 98 002 348 352
	Capacity	Trustee of the Colonial First State FirstChoice Superannuation Trust
	Address	11 Harbour Street, Sydney NSW 2000

**Governing law** **New South Wales**

- Recitals**
- A** The Fund is governed by the Trust Deed.
  - B** Clause 22 of the Trust Deed provides that the Trustee may amend the Trust Deed subject to certain conditions.
  - C** The Trustee wishes to amend the Trust Deed as set out in this document.
  - D** The Trustee is satisfied that the amendments set out in this document are permitted by clause 22 of the Trust Deed.

# Deed of Amendment for the Colonial First State FirstChoice Superannuation Trust General terms

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## 1 Interpretation

### 1.1 Definitions

In this document, these words and phrases have the following meanings:

**Effective Date** means the date this document is signed by the Trustee.

**Fund** means the trust now known as the Colonial First State FirstChoice Superannuation Trust (ABN 26 458 298 557).

**Trust Deed** means the trust deed establishing the Fund originally dated 29 April 1998 (as amended, restated, supplemented or otherwise modified from time to time) and executed by the Trustee as a deed poll.

### 1.2 Document supplemental to Trust Deed

This document is supplemental to the Trust Deed.

### 1.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this document.

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## 2 Amendments to the Trust Deed

The Trust Deed is amended on and from the Effective Date as follows:

(a) by deleting clause 16.3 and inserting the following in its place:

**“Related entities**

16.3 The Trustee may invest in the following **Related Entities**:

- (a) a trust or fund of which the Trustee or a related body corporate of the Trustee is the manager, trustee or responsible entity; or
- (b) a policy of insurance issued by the Trustee as insurer or a related body corporate of the Trustee as insurer,

and need not account to the Fund for fees, profit or any other remuneration (**Benefit**) earned by the Trustee or its related body corporate in a capacity referred to in paragraphs (a) or (b) of this clause 16.3.

16.4 Without limiting clause 16.3, where the Trustee invests in a Related Entity, the Trustee:

- (a) may receive a Benefit from the Related Entity;

- (b) may retain the Benefit for its own use; and
  - (c) need not account to the Fund for any such Benefit.”
- (b) by deleting clause 18.2(c) and inserting the following in its place:
- “(c) a trusteeship fee of 3% per annum of the value of the Assets in relation to an Investment Portfolio less the amount of any Benefit received or receivable under clause 16.4 which is attributable to the Allocated Pension Division, Term Allocated Pension Division and Personal Division, calculated and payable on the last day of each month out of Trust income, but if Trust income is insufficient then out of Trust capital;”
- (c) by deleting clause 18.3(b) and inserting the following in its place:
- “(b) a trusteeship fee of 3% per annum of the value of the Assets in relation to an Investment Portfolio less the amount of any Benefit received or receivable under clause 16.4 which is attributable to the Employer Division, calculated and payable on the last day of each month out of Trust income, but if Trust income is insufficient then out of Trust capital;”
- (d) by inserting the following:
- “Trustee not a Beneficiary**
- 2.19 Despite any other provision of this Deed, the Trustee is not and cannot become a Member or otherwise become a beneficiary of the Fund.
- 2.20 Clause 2.19 is irrevocable and may not be amended by any subsequent variation or alteration to this Deed.”

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### **3 No redeclaration etc**

The Trustee is not, by this document:

- (a) redeclaring or resettling the Fund;
- (b) declaring any trust; or
- (c) causing the transfer, vesting or accruing of property in any person.

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### **4 Confirmation**

Other than as provided for in this document, the terms and conditions of the Trust Deed are unaltered and remain in full force and effect.

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### **5 Governing law**

This document is governed by the laws in force in the place specified in the Details. Each person affected by it must submit to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.

**EXECUTED** as a deed poll

