



HERBERT
SMITH
FREEHILLS

Deed

EXECUTION VERSION

Colonial First State FirstChoice Superannuation Trust

Deed of Amendment

Avanteos Investments Limited



HERBERT
SMITH
FREEHILLS

Deed of Amendment

Date ▶ 10 October 2023

Trustee **Avanteos Investments Limited**
ABN 20 096 259 979 of Level 15, 400 George Street, Sydney NSW
2000

Recitals

- 1 The Trustee is the trustee of the Colonial First State FirstChoice Superannuation Trust, which is constituted under the Trust Deed executed on 29 April 1998, as amended from time to time (**Trust Deed**).
- 2 Clause 22 of the Trust Deed provides that the Trustee may amend the Trust Deed subject to certain conditions.
- 3 The Trustee wishes to amend the Trust Deed as set out in this deed.
- 4 The Trustee is satisfied the amendments set out in this deed are permitted by clause 22 of the Trust Deed.

This deed witnesses as follows:



1 Definitions, interpretation and deed components

1.1 Definitions

In this deed, a word or phrase defined in the Trust Deed has the same meaning as in the Trust Deed.

1.2 Interpretation

Clause 1.4 of the Trust Deed applies to this deed.

2 Amendment to Trust Deed

2.1 Amendment

With effect on and from the date of this deed, the Trust Deed is amended as follows:

- (a) by inserting the following new clauses after clause 2.8:

“Reserve account

2.8A The Trustee may establish one or more reserve accounts as it determines appropriate.

2.8B The Trustee may determine:

- (a) to which reserve accounts or account amounts are credited from the Fund; or
- (b) from which reserve accounts or account amounts are debited.

2.8C The reserve account will operate subject to the terms determined by the Trustee from time to time and in accordance with any requirements in Superannuation Law.”

- (b) by inserting the following new clause after clause 17.9:

“Unallocated amount

17.9A The Trustee can determine how to deal with (and the purpose for which it will deal with) any amount in the Fund that:

- (a) is not allocated to any Beneficiary or to any Account; or
- (b) may not (or cannot) be paid or is not payable by the Trustee to any Beneficiary,

including applying that amount to pay any Liabilities.”

2.2 Amendments not to affect validity, rights, obligations

- (a) This deed is intended only to vary the Trust Deed and not to terminate, discharge, rescind or replace it.
- (b) The amendments to the Trust Deed do not affect the validity or enforceability of the Trust Deed.



- (c) Nothing in this deed:
- (1) prejudices or adversely affects any right, power, authority, discretion or remedy which arose under or in connection with the Trust Deed before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation which arose under or in connection with the Trust Deed before the date of this deed.

2.3 Confirmation

On and with effect from the date of this deed, the Trustee is bound by the Trust Deed as amended by this deed.

2.4 Acknowledgement

The Trustee acknowledges that this deed is issued in accordance with the Trust Deed.

3 General

3.1 Governing law

Clause 20.6 of the Trust Deed applies to this deed as if set out in full in this deed and as if references in that clause to 'the Fund and the Deed' were to 'this deed'.

3.2 Not a resettlement

The amendment effected by this deed does not constitute the declaration of new trusts or a resettlement.



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Trustee

Signed sealed and delivered by
Avanteos Investments Limited
by

DocuSigned by:
Brett Marshall
7863406A6356435...
sign here ▶ _____
Company Secretary/Director

print name _____
Brett Marshall

DocuSigned by:
Kelly Power
62A2C15B0ABA4D6...
sign here ▶ _____
Director

print name _____
Kelly Power

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