

DEED OF AMENDMENT

AMG Super

EQUITY TRUSTEES SUPERANNUATION LIMITED

ABN 50 055 641 757

(Trustee)

THIS DEED is made the 17 day of March 2023

PARTY

Equity Trustees Superannuation Limited ABN 50 055 641 757 (Trustee)

RECITALS

- A. The superannuation fund now known as “AMG Super” (**Fund**) was established by a trust deed dated 12 May 2000 (the original trust deed, as amended from time to time, to be referred to as “**the Trust Deed**”).
- B. The Trustee is the current trustee of the Fund.
- C. The Trustee has entered into a Deed of Transfer with the trustee of the Tidswell Master Superannuation Plan (**TMSP**) pursuant to which members in the Superestate Division of that fund will be transferred to the Fund on a “successor fund” basis and the Trustee will give effect to binding death benefit nominations made in TMSP that are in effect on the date the transfers take effect (**Transfer Date**).
- D. Clause 16 of the Trust Deed authorises the Trustee to amend the Trust Deed by a further deed provided that it does not, amongst other things, adversely affect a Member’s right or claim to accrued benefits or the amount of those benefits unless it is consistent with the relevant law.
- E. The Trustee wishes to amend the Trust Deed in the manner set out in this deed with effect on and from the Transfer Date.
- F. The Trustee is satisfied that the amendments made by this deed are authorised by clause 16 of the Trust Deed.

OPERATIVE PROVISIONS

1. AMENDMENT TO TRUST DEED

With effect on and from the Transfer Date, Schedule E of the Trust Deed is amended by:

- (a) renumbering the clause headed “Terms of the Division” from “3” to “4”.
- (b) inserting the following new clause 5:

“5. Binding Death Benefit Nominations

- (a) For the purpose of this clause 5:

Former Fund means the Superestate Division of the Tidswell Master Superannuation Plan.

Former Fund Death Benefit Nomination means an effective death benefit nomination made by a Transferred Member pursuant to clause 3.5 of the trust deed governing the Former Fund that:

- (i) was in effect immediately prior to the Transfer Date; and
- (ii) was binding on the trustee of the Former Fund.

Transfer Date means the date the Transferred Member was transferred from the Former Fund to the Raiz Invest Super division.

Transferred Member means a Member of who transferred from the Former Fund to the Raiz Invest Super division on the basis that the Fund qualified as a “successor fund” to the Former Fund.

- (b) The Trustee may consent to accept a Former Fund Death Benefit Nomination so that the Former Fund Death Benefit Nomination will take effect as a binding nomination made under clause 2.6 of Schedule 1 – Part 2 of this Deed, subject to such terms and conditions as the Trustee may determine (including, without limitation, the date on which the nomination will lapse or otherwise cease to have effect).”

2. GOVERNING LAW

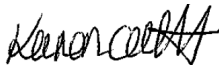
This Deed is governed by the law in force in Victoria.

3. NOT A RESETTLEMENT

The amendments effected by this Deed do not constitute the declaration of new trusts or a resettlement.

EXECUTED as a deed.

EXECUTED by **EQUITY TRUSTEES**)
SUPERANNUATION LIMITED ACN 055)
641 757 by its Attorneys under Power of)
Attorney dated 25 November 2022 in the)
presence of:)



.....)
Signature of witness)

Karen Court)

(Print name))



.....)
Signature of Attorney)

Andrew Godfrey, Authorised Signatory - Schedule II)

.....)
Office & Name of Attorney)



.....)
Signature of Attorney)

David Warren, Authorised Signatory - Schedule II)

.....)
Office & Name of Attorney)