



Deed of Amendment (No. 2) of Trust Deed of First Super

First Super Pty Limited (ABN 42 053 498 472)

Sydney . Melbourne . Brisbane . Cairns
www.holdingredlich.com

This Deed of Amendment is dated

21 December 2021

Parties:

First Super Pty Limited (ACN 053 498 472) (Trustee)

Background:

- A** The Trustee is the trustee of First Super (ABN 56 286 625 181) (**Fund**).
- B** The Fund was established on or around 1 July 2008 and is currently governed by trust deed, dated 11 December 2012 as amended on 25 June 2013 (**Trust Deed**).
- C** Clause 50 of the Trust Deed confers on the Trustee the power to, by deed, amend, add to, vary or rescind any provision of the Trust Deed provided that, unless the Law permits or the Fund's Members consent, no amendment may be made or become effective that would adversely affect, or has the potential to adversely affect, the right or claim to accrued benefits, or the amount of those accrued benefits of any Member.
- D** In accordance with clause 50 of the Trust Deed, the Trustee amends the Trust Deed in the manner set out in this Deed of Amendment with effect from the date of this Deed of Amendment.
- E** The amendments to the Trust Deed, as contained in this Deed of Amendment, do not constitute a resettlement of trust.

Operative provisions:

1. Definitions and interpretation

In this Deed of Amendment, unless a contrary intention appears, capitalised words have the same meaning as defined in clause 1 of the Trust Deed.

2. Inconsistency

If there is an inconsistency between this Deed of Amendment and the Trust Deed, the provisions of this Deed of Amendment will prevail over those of the Trust Deed to the extent of the inconsistency.

3. Amendment of Trust Deed

3.1 Clause 17.1

Pursuant to clause 50 of the Trust Deed, the Trustee amends the Trust Deed by deleting clause 17.1 of the Trust Deed in its entirety and replacing it with the following words:

"17.1 Right to Charge Fees and Receive Remuneration

- (a) Subject to clause 17.1(c), the Trustee is entitled to be paid, to charge or to receive, and to retain for its own benefit, professional fees or other remuneration from the Fund, as the Trustee considers to be reasonable in the circumstances, in relation to any trustee duties or services performed by the Trustee in that capacity in relation to the Fund as set out under this Deed or in any Product Disclosure Statement or other disclosure document provided by the Trustee to Members, and such fees may be deducted in any manner as determined by the Trustee.*

- (b) A Director of the Trustee is entitled to receive remuneration from the Fund for any duties or services performed by the Director in that capacity in relation to the Fund.
- (c) Any fees charged by the Trustee in relation to a MySuper Product must comply with any requirement of the law including section 29V of the SIS Act."

3.2 Clause 18.2

Pursuant to clause 50 of the Trust Deed, the Trustee amends the Trust Deed by deleting clause 18.2 of the Trust Deed in its entirety and replacing it with the following words:

"18.2 Liability for Certain Conduct

Clause 18.1 does not exempt the Trustee from, and the Trustee will be liable for, any claim, liability, cost, loss, damage or expense which is a direct result of an act or omission by the Trustee involving:

- (a) the Trustee failing to act honestly in any matter concerning the Fund;
- (b) the Trustee intentionally or recklessly failing to exercise, in relation to any matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
- (c) the Trustee incurring liability for a monetary penalty under a SIS Act civil penalty order."

4. Date of effect

The amendments take effect from the date of this Deed of Amendment.

5. Governing law

This Deed of Amendment is governed by the laws of Victoria, Australia. The Company submits to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from those courts.

Executed as a deed:

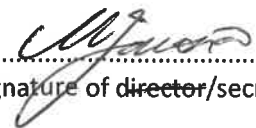
Executed by First Super Pty Limited)
 (ACN 053 498 472) in accordance with section)
 127(1) of the Corporations Act 2001 (Cth):)



 Signature of director

FRANK VAIS

 Name of signatory (please print)



 Signature of director/secretary

MAXINE JACOVA

 Name of signatory (please print)