



Deed of Amendment

MLC Super Fund

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NULIS Nominees (Australia) Limited (**Trustee**)

National Australia Bank Limited (**Principal Company**)

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Details

Date

Parties

Name	NULIS Nominees (Australia) Limited
ABN	80 008 515 633
Short form name	Trustee
Notice details	Ground Floor, 105-153 Miller Street, North Sydney NSW 2060 Email: Cangie.Matera@mlc.com.au Attention: Cangie Matera, Head of Trustee Governance & Company Secretary
Name	National Australia Bank Limited
ABN	12 004 044 937
Short form name	Principal Company
Notice details	Level 1, 800 Bourke Street Melbourne Vic 3008 Email: louise.r.thomson@nab.com.au Attention: Louise Thomson, Group Company Secretary

Background

- A The MLC Super Fund ABN 70 732 426 024 (**Fund**) was established by a trust deed dated 9 May 2016 (**Original Trust Deed**).
- B The Original Trust Deed was amended on 16 June 2016, 26 June 2016 and 20 December 2017. The Original Trust Deed together with the amendments is referred to as the **Trust Deed**.
- C The Trustee is the current trustee of the Fund.
- D Clause 14 of the Trust Deed provides:
- 14.1 Amendment**
- Subject to clause 14.2, the Trustee may by deed either prospectively or retrospectively change, amend or replace all or any of the provisions of this deed including this clause 14.1.*
- 14.2 Principal Company's consent**
- The Trustee must obtain the consent of the Principal Company to any amendment to:*
- (a) *clause 3 'Trustee and Principal Company';*
- (b) *clause 14.2 'Principal Company's consent'; or*
- (c) *clause 15.1 'Termination of the Fund, a Product or a Division'.*
- E The parties wish to amend the Trust Deed in the manner set out in this deed.
- F The parties are of the opinion that the amendments contained in this deed do not breach the amendment power contained in clause 14.1 of the Trust Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

- (a) Words which begin with a capital letter and are not defined in this deed but are defined in the Trust Deed have the same meaning in this deed as in the Trust Deed.
- (b) In this deed, **Effective Date** means the date of execution of this deed.

1.2 Interpretation

Clauses 1.2 and 1.3 of the Trust Deed shall apply to the interpretation of this deed.

2. Amendment of the Trust Deed

With effect from the Effective date, the Trust Deed is amended as follows:

- (a) Remove the 'Principal Company' as a party to the Trust Deed.
- (b) Delete Recital 5.
- (c) In clause 1.1, delete the definition of 'Principal Company'.
- (d) In subparagraph 1.2(c)(3)(ii), replace the words:
 - *a right of the Beneficiaries (as a whole);*
 - *a right of Participating Employer; or*
 - *a right of the Principal Company,"*with the words:
 - *a right of the Beneficiaries (as a whole); or*
 - *a right of a Participating Employer,"*
- (e) In paragraph 1.3(a)(2), replace the words "clause 3 'Trustee and Principal Company';" with the words "clause 3 'Trustee';".
- (f) In clause 3, in the heading delete the words "and Principal Company".
- (g) In clause 3.4, replace the words "the Principal Company" with the words "the Trustee".
- (h) Delete clause 3.6.
- (i) In paragraph 4.5(a)(1), replace the words "Participating Employer, an issuer of a Policy or the Principal Company; and" with the words "Participating Employer or an issuer of a Policy; and".
- (j) In clause 14.1, replace the words "Subject to clause 14.2, the" with the word "The".
- (k) Delete clause 14.2.
- (l) In paragraph 15.1(a)(2), delete the words "with the consent of the Principal Company,".
- (m) In paragraph 3.10(a)(1) of Schedule 1 – Tuss Division, replace the words:
 - *a Beneficiary or Standard Employer Sponsor;*
 - *an insurer; or*
 - *the Principal Company; and"*with the words:
 - *a Beneficiary or Standard Employer Sponsor; or*
 - *an insurer; and"*

- (n) In paragraph 3.1(c)(11) of Schedule 2 – Plum Division, replace the words "*Regulator, Insurer or the Principal Company;*" with the words "*Regulator or Insurer;*".

3. General

3.1 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this deed.

3.2 Execution of counterparts

This deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same Trust Deed.

3.3 Severability

If anything in the Trust Deed as amended by this deed is unenforceable, illegal or void then it is severed and the rest of the Trust Deed as amended by this deed remains in force.

3.4 Governing law and jurisdiction

The laws of New South Wales govern this deed.

Signing page

EXECUTED as a deed.

Executed by **NULIS NOMINEES (AUSTRALIA) LIMITED (ABN 80 008 515 633)** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Executed by **NATIONAL AUSTRALIA BANK LIMITED (ABN 12 004 044 937)** by its Attorney appointed under Power of Attorney dated 28 August 2020 in the presence of:


Signature of witness


Signature of Attorney

CARLA MASSARIA
Name of witness (print)

RAVI AGGARWAL
Name of Attorney (print)



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Parties

Name **NULIS Nominees (Australia) Limited**
ABN 80 008 515 633
Short form name **Trustee**
Notice details Ground Floor, 105-153 Miller Street, North Sydney NSW 2060
Email: Cangie.Matera@mlc.com.au
Attention: Cangie Matera, Head of Trustee Governance & Company Secretary

Name **National Australia Bank Limited**
ABN 12 004 044 937
Short form name **Principal Company**
Notice details Level 1, 800 Bourke Street Melbourne Vic 3008
Email: louise.r.thomson@nab.com.au
Attention: Louise Thomson, Group Company Secretary

Background

- A The MLC Super Fund ABN 70 732 426 024 (**Fund**) was established by a trust deed dated 9 May 2016 (**Original Trust Deed**).
- B The Original Trust Deed was amended on 16 June 2016, 26 June 2016 and 20 December 2017. The Original Trust Deed together with the amendments is referred to as the **Trust Deed**.
- C The Trustee is the current trustee of the Fund.
- D Clause 14 of the Trust Deed provides:

14.1 Amendment

Subject to clause 14.2, the Trustee may by deed either prospectively or retrospectively change, amend or replace all or any of the provisions of this deed including this clause 14.1.

14.2 Principal Company's consent

The Trustee must obtain the consent of the Principal Company to any amendment to:

- (a) *clause 3 'Trustee and Principal Company';*
(b) *clause 14.2 'Principal Company's consent'; or*
(c) *clause 15.1 'Termination of the Fund, a Product or a Division'.*

- E The parties wish to amend the Trust Deed in the manner set out in this deed.
- F The parties are of the opinion that the amendments contained in this deed do not breach the amendment power contained in clause 14.1 of the Trust Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

- (a) Words which begin with a capital letter and are not defined in this deed but are defined in the Trust Deed have the same meaning in this deed as in the Trust Deed.
- (b) In this deed, **Effective Date** means the date of execution of this deed.

1.2 Interpretation

Clauses 1.2 and 1.3 of the Trust Deed shall apply to the interpretation of this deed.

2. Amendment of the Trust Deed

With effect from the Effective date, the Trust Deed is amended as follows:

- (a) Remove the 'Principal Company' as a party to the Trust Deed.
- (b) Delete Recital 5.
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 - *a right of the Beneficiaries (as a whole); or*
 - *a right of a Participating Employer,"*
- (e) In paragraph 1.3(a)(2), replace the words "*clause 3 'Trustee and Principal Company';*" with the words "*clause 3 'Trustee';*".
- (f) In clause 3, in the heading delete the words "*and Principal Company*".
- (g) In clause 3.4, replace the words "*the Principal Company*" with the words "*the Trustee*".
- (h) Delete clause 3.6.
- (i) In paragraph 4.5(a)(1), replace the words "*Participating Employer, an issuer of a Policy or the Principal Company; and*" with the words "*Participating Employer or an issuer of a Policy; and*".
- (j) In clause 14.1, replace the words "*Subject to clause 14.2, the*" with the word "*The*".
- (k) Delete clause 14.2.
- (l) In paragraph 15.1(a)(2), delete the words "*with the consent of the Principal Company,*".
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 - *a Beneficiary or Standard Employer Sponsor;*
 - *an insurer; or*
 - *the Principal Company; and*"with the words:
 - *a Beneficiary or Standard Employer Sponsor; or*
 - *an insurer; and*".

- (n) In paragraph 3.1(c)(11) of Schedule 2 – Plum Division, replace the words "*Regulator, Insurer or the Principal Company;*" with the words "*Regulator or Insurer;*".

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Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this deed.

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The laws of New South Wales govern this deed.

Signing page

EXECUTED as a deed.

Executed by **NULIS NOMINEES (AUSTRALIA) LIMITED (ABN 80 008 515 633)** in accordance with Section 127 of the *Corporations Act 2001*



Signature of director

KARINA KWAN

Name of director (print)



Signature of ~~director~~/company secretary
(Please delete as applicable)

Brian Marriott

Name of director/company secretary (print)

Executed by **NATIONAL AUSTRALIA BANK LIMITED (ABN 12 004 044 937)** by its Attorney appointed under Power of Attorney dated 28 August 2020 in the presence of:



Signature of witness



Name of witness (print)



Signature of Attorney



Name of Attorney (print)