Smart Future Trust

Deed of Amendment

Equity Trustees Superannuation Limited
(Trustee)

DEED OF AMENDMENT

DATE

PARTY

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

RECITALS

A By trust deed dated 25 June 1990, as amended (**Trust Deed**) a superannuation fund now known as Smart Future Trust (ABN 68 964 712 340) (**Fund**) was established.

B The Trustee is the trustee of the Fund.

C Under clause 4.2(1) of the Trust Deed, the Trustee may, with the approval of the Sponsor:

(a) establish any part of the Fund (which included a division); and

(b) make rules governing the entitlements of affected beneficiaries.

D Under clause 13.1 of the Trust Deed, the Trustee may amend any provision of the Trust Deed by deed or other instrument in writing.

E Under clause 13.2, an amendment under clause 13.1:

(a) to clause 4.2(1), 4.2(2), 12.3(3) or 15.1 can only be made with the approval of the Sponsor;

(b) must not reduce the benefits that have accrued to any Member or affect the basis for calculating the amount of retirement benefits of any Member in a way that reduces that amount with respect to the period of membership completed before the date of the amendment without the approval in writing of the Member or the relevant Superannuation Authority;

(c) must not increase the liability of an Employer to contribute to the Fund without the agreement of that Employer.

F The Trustee wishes to establish a new division to be known as the “Guild Division”, and to this end amend the Trust Deed in the manner set out in this amending deed with effect from the date which is immediately before the date on which the Trustee accepts the transfer of assets and members from the Guild Retirement Fund pursuant to a successor fund transfer (**Effective Date**).

G The Trustee considers that the proposed amendments set out in this deed are consistent with, and do not breach the restrictions in, the amendment power contained in clause 13 of the Trust Deed.

H The Sponsor approves the establishment of the "Guild Division" as evidenced by its execution of this amending deed.

OPERATIVE PROVISIONS

1. Amendments

The Trust Deed is amended by adding the new Schedule 11 set out in the Annexure to this deed.

2. Governing law

This deed is governed by the laws of New South Wales.

Executed as a Deed Poll

EXECUTED by **EQUITY TRUSTEES SUPERANNUATION LIMITED** ACN 055 641 757 by its Attorneys under Power of Attorney dated 27 May 2016 in the presence of:

Signature of Attorney

David Warren, Authorised Signatory - Schedule II

Office & Name of Attorney

Karen Court

Signature of Witness

Karen Court

Name of Witness

Wesley Wong.

Signature of Attorney

Wesley Wong, Authorised Signatory - Schedule II

Office & Name of Attorney

DB BH

For the purpose of clause 4.2(1) of the trust deed governing the Smart Future Trust, the Sponsor hereby approves the establishment of the ~~Future Super~~ Guild Division.

EXECUTED by **SMARTMONDAY SOLUTIONS LIMITED** ACN 002 288 646:

David Barton

Signature of Director

David Barton

Name of Director

Brooke Haigh

Signature of Secretary

Brooke Haigh

Name of Secretary

Annexure

Schedule 11 – Guild Division

1. Guild Division

1.1 Application

The Rules in this Schedule apply only to:

(1) a Member of the Guild Division; and

(2) the Member's entitlements under this Division.

2. Establishment

The Guild Division was established with effect on and from the Commencement Date.

3. Definitions and Interpretations

3.1 A reference to a Rule in this Schedule is to a Rule of the Guild Division.

3.2 In this Schedule, unless the contrary intention appears:

(1) **Accrual Period** means the period of one calendar month ending on the first day of each month or such other period as the Trustee determines.

(2) **Commencement Date** means 28 September 2026.

(3) **Guild Fund** means the regulated superannuation fund known as Guild Retirement Fund.

(4) **Initial Members** means those Members transferring from the Guild Fund to the Fund as part of a successor fund transfer of assets and members with effect on the Commencement Date.

4. Admission of members

4.1 Initial Members

With effect on and from the Commencement Date, the Initial Members are admitted as Members of the Guild Division and, as appropriate, will be members of one or more other Parts of the Fund in accordance with clause 5.6.

4.2 Future Members

The Trustee may admit any person as a Member of the Guild Division as the Trustee determines to be appropriate.

5. Terms and conditions of membership

Subject to Rule 6 below, the rights and entitlements of Members and other Beneficiaries in the Guild Division are governed by this Deed including, without limitation, Schedules 1, 2 and 4 (as applicable).

6. Equivalent rights

The Guild Division will confer on the Initial Members equivalent rights in respect of the benefits transferred from the Guild Fund as at the Commencement Date including, without limitation, the following:

6.1 Maximum trustee remuneration

(i) Subject to rule 5 of Schedule 1 (in respect of Members whose rights and entitlements are governed by Schedule 1), the Trustee shall be entitled to receive remuneration in such amounts, for such period and at such intervals, as may be agreed between the Trustee and the Sponsor. Such remuneration may be payable from a Member's Benefit Account, from the assets relating to the Guild Division, by the Sponsor or a combination of any of these and may vary in respect of different categories of Members, as agreed between the Trustee and the Sponsor, subject to the following maximum limits:

(a) an administration fee of:

(A) up to 2.0% per annum of the value of the assets relating to the Guild Division calculated monthly; plus

(B) up to $100.00 per annum in respect of each Member's Benefit Account,

and, for the sake of clarity, the administration fee may:

(C) comprise remuneration retained for the Trustee's own use and benefit; and/or

(D) reflect costs which relate to the administration or operation of the Guild Division,

for which the Trustee is not remunerated by any other insurance fee, activity fee, advice fee, redemption fee, switching fee or buy sell spread;

(b) an investment fee of up to 2.0% and, for the sake of clarity, the investment fee may:

(A) comprise remuneration retained for the Trustee's own use and benefit; and/or

(B) reflect costs which relate to the investment of the assets of the Guild Division for which the Trustee is not remunerated by any other insurance fee, activity fee, advice fee, redemption fee, switching fee or buy sell spread.

(ii) The remuneration payable pursuant to rule (i) above shall, to the extent it is retained for the Trustee's own use and benefit, be payable:

(a) in the first instance out of the income relating to the assets of the Guild Division for the relevant Accrual Period but after all other costs charges and expenses due or accrued in respect of such period, with the residue of such sum (if any) being payable out of the corpus of the assets relating to the Guild Division; and

(b) within five (5) Business Days after the end of each Accrual Period.

(iii) For the sake of clarity, rule (ii) above does not apply where the remuneration payable pursuant to rule (i) is deducted from a Member 's Benefit Account or used to pay costs of the Guild Division.

(iv) The remuneration of the Trustee payable pursuant to rule (ii)(a) above shall accrue from day to day.