

Deed of Amendment relating to the Establishment Deed for the Amanah KiwiSaver Plan

Parties

AmanahNZ KiwiSaver Limited (**Manager**)

Trustees Executors Limited (**Supervisor**)

Background

- A The Manager and the Supervisor are parties to Trust Deed dated 24 October 2013, as amended and restated from time to time (**Trust Deed**), which governs the Amanah KiwiSaver Plan.
- B The Manager and Supervisor are parties to an Establishment Deed for the Amanah KiwiSaver Plan dated 9 November 2016 (**Establishment Deed**) which established the Amanah Growth Fund as an investment portfolio within the Amanah KiwiSaver Plan.
- C The Manager has resolved to change its name to AE KiwiSaver Limited, and wishes to:
- i) change the name of Amanah KiwiSaver Plan to AE KiwiSaver Plan; and
 - ii) change the name of the Amanah Growth Fund to AE Growth Fund,
- with the intention for these changes to take effect from 30 September 2021, and wishes to amend the Establishment Deed to reflect these names changes. The parties also wish to amend the Establishment Deed so that Members are notified of material changes to the SIPO.
- D Under section 139 of the Financial Markets Conduct Act 2013 (**FMCA**), the Supervisor's consent is required to amend the Establishment Deed and such consent may not be given unless:
- (i) the Supervisor is satisfied that the amendments do not have a material adverse effect on the scheme participants; and
 - (ii) the Supervisor certifies to that effect and certifies, or obtains a certificate from a lawyer, that the governing document, as amended or replaced, will comply with sections 135 to 137 of the FMCA on the basis set out in the certificate.
- E The Supervisor is satisfied that the amendments contained in this deed do not have a material adverse effect on the scheme participants and the Supervisor has certified that the Establishment Deed, as amended or replaced by this deed, will comply with sections 135 to 137 of the FMCA on the basis set out in the certificate.
- F The Manager and the Supervisor have agreed to enter into this deed for the purpose of renaming the Amanah KiwiSaver Plan and the Amanah Growth Fund.

By this Deed:

1 Interpretation

- 1.1 Except as modified by the terms of this deed, all the terms and conditions set out in

the Trust Deed and Establishment Deed shall apply to the Growth Fund.

1.2 In this deed all terms defined in the Trust Deed which are not separately defined in this deed shall have the same meanings where used in this deed.

2 Name changes and amendments

The parties agree that with effect from 30 September 2021 (or such other dates as agreed by the parties):

2.1 the name of the Amanah KiwiSaver Plan shall be changed to AE KiwiSaver Plan;

2.2 the name of the Amanah Growth Fund shall change to AE Growth Fund; and

2.3 the Establishment Deed shall be amended and restated in the form set out in Schedule 1 to reflect these names changes.

3 Confirmation

Except to the extent varied by this deed, the Trust Deed and the Establishment Deed shall continue in full force and effect.

4 Counterparts

This deed may be signed in counterparts, each of which when taken together will constitute one and the same document.

5 Governing law

This deed shall be governed by and construed in accordance with the laws of New Zealand.

Executed as a Deed:

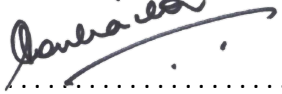
Date: 29 September 2021

Director


Executed for and on behalf of
AmanahNZ KiwiSaver Limited

Director

TRUSTEES EXECUTORS LIMITED as supervisor of
the **AMANAH KIWISAVER PLAN** by:


.....
Signature of Authorised Signatory

Shahazad Contractor
.....
Name of Authorised Signatory (print)


.....
Signature of Authorised Signatory

David Shaw
.....
Name of Authorised Signatory (print)

AMA9951 9879903.2

Witness to the signatures

Cindy Chan
Kiwisaver Administrator
Auckland



the Trust Deed and Establishment Deed shall apply to the Growth Fund.

1.2 In this deed all terms defined in the Trust Deed which are not separately defined in this deed shall have the same meanings where used in this deed.

2 Name changes and amendments

The parties agree that with effect from 30 September 2021 (or such other dates as agreed by the parties):

- 2.1 the name of the Amanah KiwiSaver Plan shall be changed to AE KiwiSaver Plan;
- 2.2 the name of the Amanah Growth Fund shall change to AE Growth Fund; and
- 2.3 the Establishment Deed shall be amended and restated in the form set out in Schedule 1 to reflect these names changes.

3 Confirmation

Except to the extent varied by this deed, the Trust Deed and the Establishment Deed shall continue in full force and effect.

4 Counterparts

This deed may be signed in counterparts, each of which when taken together will constitute one and the same document.

5 Governing law

This deed shall be governed by and construed in accordance with the laws of New Zealand.

Executed as a Deed:

Date: 29 September 2021

Executed for and on behalf of
AmanahNZ KiwiSaver Limited

Director

Director

TRUSTEES EXECUTORS LIMITED as supervisor of
the **AMANAH KIWISAVER PLAN** by:

.....
Signature of Authorised Signatory

.....
Signature of Authorised Signatory

.....
Name of Authorised Signatory (print)

.....
Name of Authorised Signatory (print)

Schedule 1 – Amended and Restated Establishment Deed for the Amanah KiwiSaver Plan

Establishment Deed for AE KiwiSaver Plan

Parties

AE KiwiSaver Limited (Manager)

Trustees Executors Limited (Supervisor)

Background

- A The Manager and the Supervisor are parties to an amended and restated trust deed dated the 9 November 2016 (**Trust Deed**), as amended from time to time, which governs the AE KiwiSaver Plan (**Plan**).
- B The Trust Deed provides that the Manager must, from time to time, with the agreement of the Supervisor (such agreement not to be unreasonably withheld), specify one or more investment portfolios (consisting of specified kinds of assets in specified proportions) each of which corresponds to a particular investment strategy nominated in writing to the Supervisor by the Manager.
- C The Manager wishes to establish an investment portfolio within the Plan to be known as the AE Growth Fund (**Growth Fund**) and the Manager and the Supervisor have resolved to enter into this Agreement for the purpose of establishing the Growth Fund as an investment portfolio and setting out the terms and conditions applicable to it.

Operative provisions

1 Establishment of Growth

Upon execution of this Agreement after the Effective Date the Growth Fund will be deemed to have been established as an investment portfolio within the Plan.

2 Investment policy

Objectives

- 2.1 The investment objective and policy of the Growth Fund shall be as described in the SIPO applicable to the Growth Fund.

Authorised Investments

- 2.2 The Authorised Investments of the Growth Fund shall be as described in the SIPO applicable to the Growth Fund

- 2.3 All Authorised Investments of the Growth Fund must meet any PIE eligibility criteria.

3 Review of Objections and Authorised investments

From time to time the Manager may, in consultation with the Supervisor, review and revise the

SIPO in relation to the Growth Fund. Any such revision shall be notified in writing to the Supervisor prior to the date on which the revision takes effect. Any material changes to the SIPO will be notified in writing to Members prior to the date on which the revision takes effect.

4 Fees

The Fees in relation to the Growth Fund shall be as agreed from time to time by the Supervisor and the Manager, provided that the FMA is satisfied that the fees to be charged comply with the Relevant Requirements prior to their implementation.

5 Trust Agreement

Except as modified by the terms of this Agreement, all the terms and conditions set out in the Trust Deed shall apply to the Growth Fund.

6 Interpretation

In this Agreement all terms defined in the Trust Deed which are not separately defined in this Agreement shall have the same meanings where used in this Agreement.

Executed as a Deed:

Date:

AE KiwiSaver Limited

Director

Director

TRUSTEES EXECUTORS LIMITED as
supervisor of the AE KIWISAVER
PLAN by:

Signature of authorised signatory

Signature of authorised signatory

Name of authorised signatory

Name of authorised signatory