
DEED OF AMENDMENT

**AON SUPERANNUATION PTY LIMITED
ABN 83 057 982 822**

&

**AON HEWITT LIMITED
ABN 48 002 288 646**



THIS DEED is made the

19th

day of

March

2013

BETWEEN AON SUPERANNUATION PTY LIMITED (ABN 83 057 982 822, AFSL 237465, RSE Licence No L0000437) which has its registered office at Level 33, 201 Kent Street, Sydney, New South Wales (the "**Trustee**")

AND AON HEWITT LIMITED (ABN 48 002 288 646) which has its registered office at Level 33, 201 Kent Street, Sydney, New South Wales (the "**Settlor**")

RECITALS

- A. By trust deed dated 25 June 1990 (the **Trust Deed**) the Trustee established the superannuation fund now known as AON MASTER TRUST (**the Trust**) for the purpose of providing superannuation benefits for the Employees of any Employers who being eligible participate in the Trust and/or for the Dependants of such Employees and/or for such other persons who may be eligible to join the Trust.
- B. From time to time the Trust Deed has been amended.
- C. Under Clause 11 of the Trust Deed the Trustee with the approval of the Settlor or the Settlor with the approval of the Trustee may at any time by deed or resolution alter the provisions of the Deed and may add fresh provisions thereto or delete provisions therefrom subject to various conditions.
- D. The Settlor now wishes to amend the Trust Deed to enable the Trustee to establish a MySuper product offering in the Trust.
- E. By its execution of this Deed the Trustee gives its consent to the proposed amendments.

NOW THIS DEED IS EVIDENCE THAT:

Effective Date

1. The amendments to the Trust Deed contained in this Deed shall have effect from the date of execution of this Deed, or such date as the parties agree.

Definitions

2. In Rule 1, insert a new definition, in the appropriate alphabetical order, as follows:

"**MySuper product** has the same meaning as provided for in Superannuation Law.

Lifecycle Investment Strategy means, in respect of a MySuper product, an investment strategy adopted by the Trustee in accordance with Rule 26.2.3."

Admission of Members

3. Insert new Rule 2.11A as follows:

"2.11A MySuper Members

- 2.11A.1 Despite any other provision of this Deed, but subject to Superannuation Law, the Trustee may admit to the Trust any person who elects, or in default of an election any person who is required under Superannuation Law, to hold an interest in a MySuper product.

2.11A.2 Subject to Superannuation Law, the Trustee may, in its discretion, determine the form of any election made under Clause 2.11A.1.”

MySuper Products

4. Insert new Rule 26 as follows:

“26. MySuper Products

26.1 Establishment and Membership

26.1.1 The Trustee may establish a separate sub-plan in the Trust to provide a MySuper product for Members.

26.1.2 Subject to Superannuation Law, the MySuper product must be provided in accordance with the terms of this Rule 26.

26.1.3 Except to the extent of any inconsistency between this Rule 26 and the other provisions of the Main Fund, the provisions of the Main Fund will apply to MySuper product Members.

26.1.4 For the purpose of this Rule 26, the Main Fund means the Trust Deed and Rules that govern the Aon Master Trust.

26.2 Investments

26.2.1 Subject to Superannuation Law, the investment of assets for a MySuper product is governed by the investment objectives and strategies established, from time to time, by the Trustee.

26.2.2 The Trustee must adopt a single diversified investment strategy in relation to assets of the Trust attributed to a MySuper product.

26.2.3 Notwithstanding Rule 26.2.2, the Trustee may adopt an investment strategy that allows for gains and losses from different classes of asset of the Trust to be streamed in respect of different classes or categories of Members within a MySuper product in the Trust based on:

- (a) the age of those Members; or
- (b) the age of those Members and other factors prescribed by Superannuation Law; or
- (c) the age of those Members and other factors prescribed by Superannuation Law in circumstances prescribed by Superannuation Law.

26.3 Benefits

26.3.1 The Trustee must adopt policies and procedures that provide that all Members who hold an interest in a MySuper product in the Trust will be entitled to access the same options, benefits and Trust facilities.

26.3.2 Except where permitted under Superannuation Law, a pension or annuity may not be payable within a MySuper product.



26.4 Benefit Accrual Policies

26.4.1 In respect of attributing to, debiting and/or crediting amounts in respect of a Member's MySuper account within the Trust:

- (a) the Trustee may not stream gains or losses from any assets of the Trust that relate to that Member's class or category of membership in a way that distinguishes that Member from other Members of that class or category (except to the extent permitted, under Superannuation Law, in respect of a Lifecycle Investment Strategy adopted by the Trustee);
- (b) the Trustee must adopt the same process for all Members who participate in the same class or category of membership, except to the extent that a different process is required to allow for subsidisation of fees by the Member's employer (provided that the Trustee may not permit fee subsidisation that distinguishes that Member from other Members in that same class or category of membership who are employees of that same employer-sponsor).

26.5 Contributions

26.5.1 Subject to Superannuation Law, the Trustee may accept any contribution made by or on behalf of a Member who holds an interest in a MySuper product in the Trust.

26.5.2 The Trustee may refuse to accept any contributions if it is required or permitted to do so under Superannuation Law.

26.5.3 Subject to Superannuation Law, the Trustee must return to the contributor any amount it holds, but has refused to accept under this Rule 26.5.

26.6 Transfers

26.6.1 Subject to Superannuation Law, the Trustee may only transfer a Member's interest in a MySuper product to another product within the Trust if that Member has consented in writing to the transfer no more than 30 days before the transfer.

26.6.2 The Trustee may only transfer a Member's interest in a MySuper product to another product outside the Trust, if:

- (a) that Member has consented in writing to the transfer no more than 30 days before the transfer; or
- (b) the transfer is required or permitted under Superannuation Law."



AS EVIDENCE of their agreement to the terms and conditions of this Deed the parties have executed this Deed on the day written on the first page.

THE COMMON SEAL of
AON SUPERANNUATION PTY LIMITED
(ABN 83 057 982 822) was affixed by
authority of the Directors in
the presence of:


.....
Director

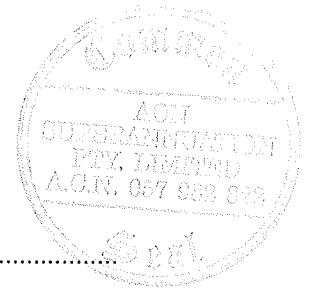
PAUL KEITH MAZOUZI
.....
Name of Director (Print Name)

)
)
)
)
)



.....
Secretary
RAYMOND VAN DAM

.....
Name of Secretary (Print Name)
Date 28/3/2013.....



THE COMMON SEAL of
AON HEWITT LIMITED
(48 002 288 646) was affixed by
authority of the Directors in
the presence of:


.....
Director

STUART FORSTER
.....
Name of Director (Print Name)

)
)
)
)
)



.....
Secretary
RAYMOND VAN DAM

.....
Name of Secretary (Print Name)
Date 28/3/2013.....

