

Deed of Amendment

in relation to Lifestages KiwiSaver Scheme

SBS Wealth Limited (**Manager**)

Trustees Executors Limited (**Supervisor**)

Details

Date 28 August 2024

Parties

Name **SBS Wealth Limited**
Short form name **Manager**
Notice details
Attention: Martin Pike
Email: Martin.Pike@sbswealth.co.nz
Address: 51 Don Street, Invercargill, 9810

Name **Trustees Executors Limited**
Short form name **Supervisor**
Notice details
Attention: Client Manager
Email: CTS@trustees.co.nz
Address: Level 11, 51 Shortland Street, Auckland 110

Background

- A The Lifestages KiwiSaver Scheme (**Scheme**) was established by a trust deed dated 30 April 2007 (**Original Deed**) which was amended and restated by a consolidated trust deed dated 1 November 2016 and again by a consolidated trust deed dated 13 April 2018. The Scheme is currently governed by a consolidated trust deed dated 13 April 2018 (**Existing Deed**).
- B The Scheme is a registered KiwiSaver scheme under the Financial Markets Conduct Act 2013 (**FMC Act**).
- C Under clause 35 of the Existing Deed the Manager may, subject to the Governing Requirements and the other restrictions set out in that clause, and with the consent of the Supervisor, by deed from time to time rescind, alter, modify, or add to any of the provisions of the Existing Deed.
- D The Supervisor and the Manager wish to amend the Existing Deed in order to rename the Scheme from Lifestages KiwiSaver Scheme to SBS Wealth KiwiSaver Scheme.
- E For the purposes of s139 of the FMC Act, the Supervisor is satisfied that the amendments made by this deed do not have a material adverse effect on investors in the Scheme and has certified that the Existing Deed (as amended by this deed) will comply with section 135 to 137 FMC Act.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

- (a) Capitalised terms used but not defined in this deed have the meanings given to them in the Existing Deed.
- (b) Unless the context otherwise requires, for the purposes of this deed:
 - (i) **Effective Date** means 2 September 2024.

2. Amendment

- (a) Pursuant to clause 35.1 of the Existing Deed, with effect on and from the Effective Date, the Manager and the Supervisor agree that the Existing Deed is amended by deleting all references to the words "*Lifestages KiwiSaver Scheme*" and replacing with the words "*SBS Wealth KiwiSaver Scheme*".
- (b) Other than as set out in (a) above, the Existing Deed remains unchanged.

3. Continuation

Each of the parties to this deed agrees that, on and from the Effective Date, the Existing Deed as amended by clause 2 of this deed, will continue in full force and effect.

4. Counterparts

- (a) This deed may be signed in any number of counterparts (including electronically), all of which, when taken together, constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart (including electronically).

5. Entire Agreement

This deed constitutes the entire agreement between the parties in relation to the amendments made by this deed as referred to in clause 2 above.

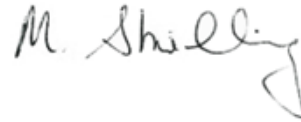
6. Governing Law

- (a) This deed is governed by, and is to be construed in accordance with, New Zealand law.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.

Signing page

EXECUTED as a Deed

SIGNED by **SBS WEALTH LIMITED**



Signature of director

Mike Skilling

Name of director

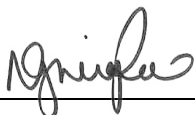


Signature of director

Phil Ellison

Name of director

SIGNED by **TRUSTEES EXECUTORS LIMITED**



Signature of witness

Natalie Greig-Low

Name of witness

Operations Analyst

Occupation of witness

Auckland

City/town of residence



Signature of authorised signatory

Shahazad Contractor

Head of Client Supervision

Name of authorised signatory



Signature of authorised signatory

Johnny Lane, Client Manager

Name of authorised signatory