



Dated

2022

Supplemental Deed

Fort St Real Estate Capital Fund I

Sydney . Melbourne . Brisbane . Cairns

www.holdingredlich.com

This Supplemental Deed is dated

2022

Parties:

Responsible Entity

Equity Trustees Limited (ACN 004 031 298)

of Level 2, 575 Bourke Street, Melbourne, Victoria 3000

Introduction:

- A** Fort Street Real Estate Capital Fund I (ARSN 163 688 346) (**Fund**) was constituted under a deed dated 7 June 2013, as amended (**Constitution**).
- B** The Responsible Entity is the responsible entity of the Fund.
- C** Pursuant to clause 27 of the Constitution, and subject to the Corporations Act, the Constitution may be amended by Resolution of members and the Responsible Entity may give effect to those amendments by executing a supplemental deed.
- D** Section 601GC(1) of the Corporations Act states that a registered scheme's constitution may be amended by special resolution of the members of that scheme.
- E** The Responsible Entity proposes to enter into this deed to give effect to the special resolution modifying the Constitution, as set out in the notice of meeting sent to members of the Fund dated 25 November 2022 and passed by members of the Fund by special resolution at the meeting held on 19 December 2022.

It is agreed:

1. Definitions and interpretation

In this deed:

- (a) unless the context clearly indicates otherwise, words and expressions defined in the Constitution have the same meaning given in this deed;
- (b) the principles of interpretation in clause 1.2 of the Constitution also apply to this deed; and
- (c) a reference to the "**Effective Time**" means the time that an executed copy of this deed is lodged with ASIC.

2. Amendments

On and from the Effective Time, the Constitution is amended as follows:

- (a) clause 1.1 will be updated to:
 - (i) include a new definition, being:

"CPI means the weighted average of the All Groups Price Index Number 6401.0 for the eight capital cities of the states and territories of Australia published

from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia"

- (ii) replace all references to the phrases "E&P Investments Limited (ACN 152 367 649)" and "Walsh & Company Investments Limited (ACN 152 367 649)" with the phrase "Equity Trustees Limited (ACN 004 031 298)";
- (iii) replace all references to the phrases "E&P Investments" and "Walsh & Company Investments" with the phrase "Equity Trustees";
- (iv) delete the definition of "Initial Liquidity Date";
- (v) delete the definition of "Liquidity Date"; and
- (vi) delete the definition of "Wind Up Resolution";
- (b) clause 8.2 will be amended to replace the words "next Valuation Time after", with the words "Valuation Time immediately preceding the date that";
- (c) clauses 11.5(c) and (d) will be deleted and replaced with the phrase "Not used";
- (d) clauses 11.19 and 11.20 will be deleted and replaced with the phrase "Not used"
- (e) clause 14.9 will be amended to replace the words 'three months' with the words 'a reasonable time';
- (f) clause 24.3(a) will be deleted and replaced with the following clause:

"(a) The Responsible Entity is entitled to an annual fee equal to the greater of (the Management Fee):

(i) \$40,000.00 per annum for each of the Fund, Fund II and Fund III (being \$120,000 per annum in aggregate), increasing by CPI annually; and

(ii) 0.02% per annum of the Gross Value of the Assets of the Fund, Fund II and Fund III, calculated as at the end of each month by reference to the most recently completed independent valuation of the Assets.

The Management Fee is payable within 14 days of the end of each calendar quarter, first out of the income of the Fund and then out of capital."

- (g) clauses 24.3(b) and 24.3(c) will be amended to replace all references to the word "month" with the phrase "calendar quarter"; and
- (h) clause 26.1 will be amended to remove:
 - (i) the reference to "(i)"; and
 - (ii) the phrase "; or (ii) two years after the Initial Liquidity Date or Liquidity Date (as applicable), if clause 11.19(c)(ii) or 11.19(e)(ii) applies".

3. General

3.1 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

3.2 No redeclaration etc.

The Responsible Entity declares that it is not, by this supplemental deed:

- (a) redeclaring the Fund or declaring any trust;
- (b) resettling the Fund; or
- (c) causing the transfer, vesting or accruing of property in any person.

Execution page

Executed as a deed

Signed, sealed and delivered by EQUITY)
TRUSTEES LIMITED ACN 004 031 298 by its)
attorneys under Power of Attorney dated)
27th May 2016 in the presence of:)

) Signature of Attorney

_____)
Signature of witness)

) Office & Name of Attorney

_____)
(Print name))

) Signature of Attorney

)

)

) Office & Name of Attorney

)



Dated

2022

Supplemental Deed

Fort St Real Estate Capital Fund II

Sydney . Melbourne . Brisbane . Cairns

www.holdingredlich.com

This Supplemental Deed is dated

2022

Parties:

Responsible Entity

Equity Trustees Limited (ACN 004 031 298)

of Level 2, 575 Bourke Street, Melbourne, Victoria 3000

Introduction:

- A** Fort Street Real Estate Capital Fund II (ARSN 169 190 498) (**Fund**) was constituted under a deed dated 21 May 2014, as amended (**Constitution**).
- B** The Responsible Entity is the responsible entity of the Fund.
- C** Pursuant to clause 27 of the Constitution, and subject to the Corporations Act, the Constitution may be amended by Resolution of members and the Responsible Entity may give effect to those amendments by executing a supplemental deed.
- D** Section 601GC(1) of the Corporations Act states that a registered scheme's constitution may be amended by special resolution of the members of that scheme.
- E** The Responsible Entity proposes to enter into this deed to give effect to the special resolution modifying the Constitution, as set out in the notice of meeting sent to members of the Fund dated 25 November 2022 and passed by members of the Fund by special resolution at the meeting held on 19 December 2022.

It is agreed:

1. Definitions and interpretation

In this deed:

- (a) unless the context clearly indicates otherwise, words and expressions defined in the Constitution have the same meaning given in this deed;
- (b) the principles of interpretation in clause 1.2 of the Constitution also apply to this deed; and
- (c) a reference to the "**Effective Time**" means the time that an executed copy of this deed is lodged with ASIC.

2. Amendments

On and from the Effective Time, the Constitution is amended as follows:

- (a) clause 1.1 will be updated to:
 - (i) include a new definition, being:

"CPI means the weighted average of the All Groups Price Index Number 6401.0 for the eight capital cities of the states and territories of Australia published

from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia"

- (ii) replace all references to the phrases "*E&P Investments Limited (ACN 152 367 649)*" and "*Walsh & Company Investments Limited (ACN 152 367 649)*" with the phrase "*Equity Trustees Limited (ACN 004 031 298)*";
- (iii) replace all references to the phrases "*E&P Investments*" and "*Walsh & Company Investments*" with the phrase "*Equity Trustees*";
- (iv) delete the definition of "*Initial Liquidity Date*";
- (v) delete the definition of "*Liquidity Date*"; and
- (vi) delete the definition of "*Wind Up Resolution*";
- (b) clause 8.2 will be amended to replace the words "*next Valuation Time after*", with the words "*Valuation Time immediately preceding the date that*";
- (c) clauses 11.5(c) and (d) will be deleted and replaced with the phrase "*Not used*";
- (d) clauses 11.19 and 11.20 will be deleted and replaced with the phrase "*Not used*"
- (e) clause 14.9 will be amended to replace the words 'three months' with the words 'a reasonable time';
- (f) clause 24.3(a) will be deleted and replaced with the following clause:

"(a) The Responsible Entity is entitled to an annual fee equal to the greater of (the Management Fee):

(i) \$40,000.00 per annum for each of the Fund, Fund I and Fund III (being \$120,000 per annum in aggregate), increasing by CPI annually; and

(ii) 0.02% per annum of the Gross Value of the Assets of the Fund, Fund I and Fund III, calculated as at the end of each month by reference to the most recently completed independent valuation of the Assets.

The Management Fee is payable within 14 days of the end of each calendar quarter, first out of the income of the Fund and then out of capital."

- (g) clauses 24.3(b) and 24.3(c) will be amended to replace all references to the word "*month*" with the phrase "*calendar quarter*"; and
- (h) clause 26.1 will be amended to remove:
 - (i) the reference to "*(i)*"; and
 - (ii) the phrase "*; or (ii) two years after the Initial Liquidity Date or Liquidity Date (as applicable), if clause 11.19(c)(ii) or 11.19(e)(ii) applies*".

3. General

3.1 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

3.2 No redeclaration etc.

The Responsible Entity declares that it is not, by this supplemental deed:

- (a) redeclaring the Fund or declaring any trust;
- (b) resettling the Fund; or
- (c) causing the transfer, vesting or accruing of property in any person.

Execution page

Executed as a deed

Signed, sealed and delivered by EQUITY)
TRUSTEES LIMITED ACN 004 031 298 by its)
attorneys under Power of Attorney dated)
27th May 2016 in the presence of:)

Signature of Attorney

_____)
Signature of witness)

Office & Name of Attorney

_____)
(Print name))

Signature of Attorney

Office & Name of Attorney



Dated

2022

Supplemental Deed

Fort St Real Estate Capital Fund III

Sydney . Melbourne . Brisbane . Cairns

www.holdingredlich.com

This Supplemental Deed is dated

2022

Parties:

Responsible Entity

Equity Trustees Limited (ACN 004 031 298)

of Level 2, 575 Bourke Street, Melbourne, Victoria 3000

Introduction:

- A** Fort Street Real Estate Capital Fund III (ARSN 605 335 957) (**Fund**) was constituted under a deed dated 14 October 2016, as amended (**Constitution**).
- B** The Responsible Entity is the responsible entity of the Fund.
- C** Pursuant to clause 27 of the Constitution, and subject to the Corporations Act, the Constitution may be amended by Resolution of members and the Responsible Entity may give effect to those amendments by executing a supplemental deed.
- D** Section 601GC(1) of the Corporations Act states that a registered scheme's constitution may be amended by special resolution of the members of that scheme.
- E** The Responsible Entity proposes to enter into this deed to give effect to the special resolution modifying the Constitution, as set out in the notice of meeting sent to members of the Fund dated 25 November 2022 and passed by members of the Fund by special resolution at the meeting held on 19 December 2022.

It is agreed:

1. Definitions and interpretation

In this deed:

- (a) unless the context clearly indicates otherwise, words and expressions defined in the Constitution have the same meaning given in this deed;
- (b) the principles of interpretation in clause 1.2 of the Constitution also apply to this deed; and
- (c) a reference to the "**Effective Time**" means the time that an executed copy of this deed is lodged with ASIC.

2. Amendments

On and from the Effective Time, the Constitution is amended as follows:

- (a) clause 1.1 will be updated to:
 - (i) include a new definition, being:

"CPI means the weighted average of the All Groups Price Index Number 6401.0 for the eight capital cities of the states and territories of Australia published

from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia"

- (ii) replace all references to the phrases "E&P Investments Limited (ACN 152 367 649)" and "Walsh & Company Investments Limited (ACN 152 367 649)" with the phrase "Equity Trustees Limited (ACN 004 031 298)";
- (iii) replace all references to the phrases "E&P Investments" and "Walsh & Company Investments" with the phrase "Equity Trustees";
- (iv) delete the definition of "Initial Liquidity Date";
- (v) delete the definition of "Liquidity Date"; and
- (vi) delete the definition of "Wind Up Resolution";
- (b) clause 8.2 will be amended to replace the words "next Valuation Time after", with the words "Valuation Time immediately preceding the date that";
- (c) clauses 11.5(c) and (d) will be deleted and replaced with the phrase "Not used";
- (d) clauses 11.19 and 11.20 will be deleted and replaced with the phrase "Not used"
- (e) clause 14.9 will be amended to replace the words 'three months' with the words 'a reasonable time';
- (f) clause 24.3(a) will be deleted and replaced with the following clause:

"(a) The Responsible Entity is entitled to an annual fee equal to the greater of (the Management Fee):

(i) \$40,000.00 per annum for each of the Fund, Fund I and Fund II (being \$120,000 per annum in aggregate), increasing by CPI annually; and

(ii) 0.02% per annum of the Gross Value of the Assets of the Fund, Fund I and Fund II, calculated as at the end of each month by reference to the most recently completed independent valuation of the Assets.

The Management Fee is payable within 14 days of the end of each calendar quarter, first out of the income of the Fund and then out of capital."

- (g) clauses 24.3(b) and 24.3(c) will be amended to replace all references to the word "month" with the phrase "calendar quarter"; and
- (h) clause 26.1 will be amended to remove:
 - (i) the reference to "(i)"; and
 - (ii) the phrase "; or (ii) two years after the Initial Liquidity Date or Liquidity Date (as applicable), if clause 11.19(c)(ii) or 11.19(e)(ii) applies".

3. General

3.1 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

3.2 No redeclaration etc.

The Responsible Entity declares that it is not, by this supplemental deed:

- (a) redeclaring the Fund or declaring any trust;
- (b) resettling the Fund; or
- (c) causing the transfer, vesting or accruing of property in any person.

Execution page

Executed as a deed

Signed, sealed and delivered by EQUITY)
TRUSTEES LIMITED ACN 004 031 298 by its)
attorneys under Power of Attorney dated)
27th May 2016 in the presence of:)

Signature of Attorney

_____)
Signature of witness)

Office & Name of Attorney

_____)
(Print name))

Signature of Attorney

Office & Name of Attorney