

Dated 8 December **2016**

AIA COMPANY LIMITED

and

AIA COMPANY (TRUSTEE) LIMITED

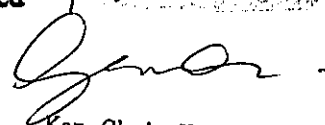
DEED OF VARIATION

in relation to the

AIA MPF – PRIME VALUE CHOICE

I, the undersigned, do hereby certify that
the foregoing document is a true and
complete copy of the original.

Dated 9 December 2016



Kan Gloria Ka Hei
Solicitor, Hong Kong SAR
Baker & McKenzie

THIS DEED OF VARIATION (the "Deed") is made on the 8th day of December 2016.

BETWEEN:-

- (1) **AIA COMPANY LIMITED** whose registered office is at AIA Building, 1 Stubbs Road, Hong Kong (the "Sponsor"),
- (2) **AIA COMPANY (TRUSTEE) LIMITED** whose registered office is at 2/F, AIA Building, 1 Stubbs Road, Hong Kong (the "Trustee").

WHEREAS:-

- (A) By a Master Trust Deed dated 31st January, 2000 (as amended by a Deed of Variation dated 30th November, 2000, a Deed of Variation dated 7th February, 2001, a Deed of Variation dated 17th April, 2001, a Deed of Variation dated 31st December, 2001, a Deed of Variation dated 15th August, 2002, a Deed of Variation dated 1st February, 2003, a Deed of Variation dated 28th July, 2004, a Deed of Variation dated 1st April, 2005, a Deed of Variation dated 20th December, 2005, a Deed of Variation dated 2nd October, 2009, a Deed of Variation dated 15th September, 2011, a Deed of Variation dated 19th June, 2013, a Deed of Variation dated 1st August, 2015 and a Deed of Variation dated 3rd December, 2015, the "Trust Deed"), the Sponsor established the master trust scheme known as the AIA MPF – Prime Value Choice (the "Scheme").
- (B) The Trustee is the current trustee of the Scheme.
- (C) Clause 20 of the Trust Deed provides that the Trustee, with the consent of the Sponsor, may by deed amend all or any of the provisions of the Trust Deed and the rules scheduled thereto (the "Rules"), subject to the limitations therein contained.
- (D) The Trustee wishes to amend the Trust Deed in the manner set out in this Deed and the Sponsor consents to such changes.

NOW THIS DEED WITNESSES:-

1. **Terms and Expressions**

Terms and expressions defined in the Trust Deed shall have the same meaning in this Deed unless the context requires otherwise.

2. **Amendments**

In accordance with its power set out in Clause 20 of the Trust Deed, the Trustee amends the Trust Deed and the Rules with effect from 1 April 2017 and in the manner set out in the Schedule to this Deed.

3. **Consent of the Sponsor**

The Sponsor consents to the changes set out in Clause 2 above.

4. **Governing law**

This Deed shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

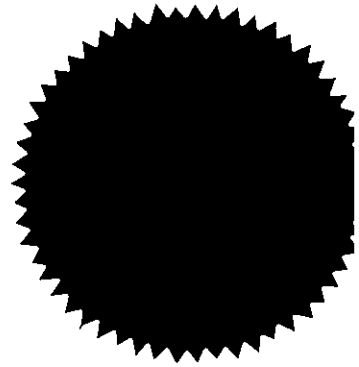
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IN WITNESS WHEREOF this Deed has been executed on the day and year first above written.

**THE COMMON SEAL of
AIA COMPANY LIMITED**
was hereunto affixed
in the presence of:-



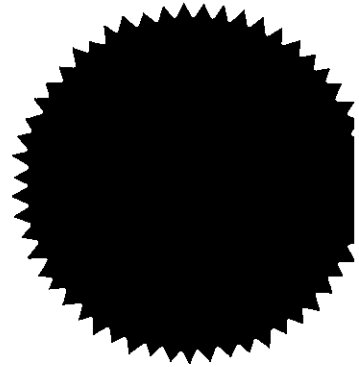
)
)
) *Leo Cheung*
)



**THE COMMON SEAL of
AIA COMPANY (TRUSTEE)
LIMITED**
was hereunto affixed
in the presence of:-



)
)
) *Leo Cheung*
)
)



Schedule

Amendments

Part I of the Trust Deed

1. Clause 6A of Part I of the Trust Deed shall be amended by the insertion of the following new Clause 6A(iv) immediately after the existing Clause 6A(iii):

 "(iv) Notwithstanding any other provisions of this Deed, the Trustee must ensure that the Default Investment Strategy is available under the Scheme for selection by Members and any investment related to the Default Investment Strategy must accord with Part 4AA and Part 2 of Schedule 10 of the MPF Ordinance."

2. Clause 15 shall be amended by the insertion of the following new Clause 15DD immediately after the existing Clause 15D:

"DD DIS Funds

"The Trustee must ensure that:

- (i) no payment for the services specified in section 34DD(2) of the MPF Ordinance may be charged to or imposed on a DIS Fund or a Member or Personal Account Member who invests in a DIS Fund, other than those specified under section 34DD(3) of the MPF Ordinance; and

- (ii) the total amounts charged for payment of services and out-of-pocket expenses chargeable under section 34DD(4)(b) of the MPF Ordinance do not exceed the relevant limits specified in section 34DD(4) and specified in Schedule 11 to the MPF Ordinance."

Part II of the Trust Deed

3. Rule 17 of Part II of the Trust Deed shall be amended by:
 - (a) the replacement of Rule 17(a) with the following:
 - "(a) (i) Every Member (on becoming a Member of the Scheme and then on each Investment Option Date) may by means of an Investment Option, elect (subject to such charges and fees, to the extent permitted by the MPF Legislation, and as the Trustee may from time to time determine), that his MPF Balance, Employer's Voluntary Balance and Member's Voluntary Balance be invested in one or more Constituent Funds in such proportions as the Member may specify in the Investment Option.

 - (ii) Every Personal Account Member on becoming a Personal Account Member (and then on each Investment Option Date) may, by means of an Investment Option, elect (subject to such charges and fees, to the extent permitted by the MPF Legislation, and as the Trustee may from time to time determine), that his MPF Balance and Member's Voluntary Balance be invested in one or more Constituent Funds in

such proportions as the Personal Account Member may specify in the Investment Option."

- (b) the insertion of the following new sub-Rule 17(bb) immediately after the existing Rule 17(b):

"(bb) Each Member and Personal Account Member may elect to invest under (a) above in the following manner:

- (i) invest in the Age 65 Plus Fund and/or the Core Accumulation Fund according to the Default Investment Strategy, as supplemented in the Offering Document; and/or
- (ii) invest in any Constituent Fund, including without limitation the Age 65 Plus Fund and the Core Accumulation Fund, in such proportion (but subject to such restrictions and limitations, to the extent not prohibited by the MPF Legislation, as the Sponsor or the Trustee may from time to time determine) as the Member or Personal Account Member may determine, provided that investments in the Age 65 Plus Fund and the Core Accumulation Fund under this (ii) shall not be subject to the Default Investment Strategy."

- (c) the replacement of Rule 17(c) in its entirety with the following:

- "(c) (i) (A) (I) Subject to (A)(II) and (ii) below, if a Member or Personal Account Member has not completed a valid Investment Option in accordance with Rule 17(a), whether due to failing to provide an Investment Option or providing an invalid Investment Option, in respect of all or such part of the MPF Balance, Employer's Voluntary Balance and/or the Member's Voluntary Balance of that Member or Personal Account Member, all or such part of the MPF Balance, Employer's Voluntary Balance and/or the Member's Voluntary Balance of that Member (as the case may be) shall be invested in the Age 65 Plus Fund and/or the Core Accumulation Fund according to the Default Investment Strategy.
- (II) Any invalid Investment Option given after enrolment of the Member or Personal Account Member into the Scheme shall be rejected and the existing investment allocation in respect of all or such part of the MPF Balance, Employer's Voluntary Balance and/or the Member's Voluntary Balance of that Member or Personal Account Member shall continue to apply.
- (B) Any de-risking under the Default Investment Strategy in respect of a Member or Personal Account Member under (A) above will take place on the birthday of that Member or Personal Account Member, subject to the provisions specified

in the sub-section "*De-risking of the MPF default investment strategy*" of the DIS Section.

- (C) The smallest amount of Units of the Age 65 Plus Fund and/or the Core Accumulation Fund (as the case may be) that can be issued in the annual de-risking under the Default Investment Strategy shall be a fraction of a Unit rounded to 4 decimal places.
- (ii) Notwithstanding (i):
- (A) in respect of a Member or a Personal Account Member whose age the Trustee is not aware of, the Trustee must invest the accrued benefits of the Member or Personal Account Member solely in the Age 65 Plus Fund;
 - (B) in respect of an account of a Member or a Personal Account Member who joined the Scheme, and who has reached 60 years of age, before the DIS Launch Date, accrued benefits in that account shall not be invested in the Default Investment Strategy unless the Member or Personal Account Member has given an Investment Option to so invest such benefits;
 - (C) in respect of an account of a Member or a Personal Account Member who joined the Scheme before the DIS Launch Date which is not subject to the Default Investment Arrangement per (ii) of the sub-section "*Circumstances for accrued benefits to be invested in the MPF default investment strategy*" of the DIS Section, then (i) shall not apply to that account and that account shall be treated in accordance with (ii) of the sub-section "*Circumstances for accrued benefits to be invested in the MPF default investment strategy*" of the DIS Section;
 - (D) Any switching in and out of the Default Investment Strategy will be subject to the provisions specified in the sub-section "*Switching in and out of the MPF default investment strategy*" of the DIS Section."

Part III of the Trust Deed

4. Rule 1(a) of Part III of the Trust Deed shall be amended by:

- (a) the insertion of the following new definitions in the appropriate alphabetical order:

"**Age 65 Plus Fund**" means a Constituent Fund meeting the requirements from time to time prescribed under section 2(a) of Part 2 of Schedule 10 to the MPF Ordinance.

"**Core Accumulation Fund**" means a Constituent Fund meeting the requirements from time to time prescribed under section 2(b) of Part 2 of Schedule 10 to the MPF Ordinance.

"Default Investment Strategy" means the default investment strategy that complies with Part 2 of Schedule 10 to the MPF Ordinance.

"Default Investment Arrangement" has the same meaning as prescribed in section 34DF of the MPF Ordinance.

"DIS Funds" mean the Age 65 Plus Fund and the Core Accumulation Fund, and **"DIS Fund"** means either of them.

"DIS Launch Date" means 1 April 2017.

"DIS Section" means the section **"7. MPF default investment strategy"** in the Offering Document.

"out-of-pocket expenses" has the same meaning as in section 34DA of the MPF Ordinance.

"Offering Document" means the principal brochure of the Scheme, as amended from time to time.

- (b) the replacement of the existing definition of **"Investment Option"** with the following:

"Investment Option" means (i) a form to be completed by a Member for the purposes of an election under Rule 17(a) and meeting the requirements for a specific investment instruction as set out in the Offering Document; and (ii) where the Member is a AIA Basic Member or AIA Simple Member immediately before the Restructure, Investment Option includes the investment option of such a Member under AIA Basic or AIA Simple, as the case may be.

Appendix B to the Trust Deed

5. Paragraph 7 of Appendix B to the Trust Deed shall be amended by:

- (a) the insertion of the words "or, in the case of a Constituent Fund for which no Investment Manager is appointed, the Trustee" immediately after the words "the Appropriate Investment Manager" first appear in that paragraph; and
- (b) the insertion of the words "or in respect of a Constituent Fund for which no Investment Manager is appointed, of the Trustee" immediately after the words "in the reasonable opinion of the Appropriate Investment Manager" appearing in each of sub-paragraphs (c), (e) and (f) of that paragraph

6. Paragraph 8 of Appendix B to the Trust Deed shall be amended by:

- (a) the insertion of the words ", where applicable," whenever the words "on the direction of the Appropriate Investment Manager" appearing in it; and
- (b) the deletion of the words "by the Appropriate Investment Manager" appearing in it.

Appendix C to the Trust Deed

7. Paragraph 1(a) of Appendix C to the Trust Deed shall be amended by the insertion of the following words immediately after the words "2 decimal places" appearing in it:

" , except that, in respect of each DIS Fund, the resultant figure shall be rounded down to 4 decimal places"