

Consolidated Constitution

Deutsche Global Equity Thematic Fund

Deutsche Asset Management (Australia) Limited

ACN 074 599 401

This is a consolidated version of the Constitution of the Deutsche Global Equity Thematic Fund. It incorporates amendments made by Amending Deed 26 November 1999, 2 June 2000, 26 June 2002, Shareholder meeting dated 22 January 2001 and Board resolution dated 23 January 2001.

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This constitution

is made on : 2 September by: 1996

1. **Deutsche Asset Management (Australia) Limited**
ACN 076 098 596
of Level 21, 83 Clarence Street, Sydney, NSW, 2000
(Responsible Entity)

This deed witnesses

that:

1 Definitions and Interpretation

1.1 Definitions

- (a) In this deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investment Commission and includes its successors and assigns;

ASIC Policy means any exemption declaration and modification under sections 601QA(1) of the Corporations Act 2001 (Commonwealth) and any ASIC policy statement, practice note or guideline issued by ASIC from time to time that apply to differential fee arrangements. At the date of this deed, it includes ASIC Class Order 02/214;

Assets means, for a Trust, all the cash, investments and other property of the Trust;

Business Day means a day on which banks are open for business in Sydney excluding a Saturday, Sunday or public holiday;

Compliance Committee means the compliance committee for a Trust if and as required by section 601JA of the Corporations Act 2001 (Commonwealth);

Compliance Plan means the compliance plan for a Trust as required by section 601HA of the Corporations Act 2001 (Commonwealth);

Consideration means cash application monies, or property, against which Units are to be issued;

Costs includes costs, charges, fees, expenses, commissions, liabilities, losses, damages and Taxes and all amounts payable in respect of them or like payments;

Current Unit Value means for a Trust at any time:

- (1) for the first issue of Units, \$1.00; and
- (2) otherwise, the quotient derived from dividing the Current Value for the Trust by the Units on issue;

Current Value means, for a Trust, the value of all Assets less:

- (1) all amounts required to repay borrowings and to meet liabilities (including the amount of any provisions for liabilities (including contingent liabilities) the Responsible Entity determines should be made); and
- (2) on and following any Distribution Calculation Date, the amount of any Distributable Income payable but not paid to Unit Holders on the Distribution Date;

Distribution Calculation Date means each 30 June and such other times as the Responsible Entity from time to time determines;

Distributable Income means the amount determined in accordance with clause 7.4(a);

Distribution Period means for a Trust:

- (1) for the first Distribution Period, the period from the establishment of the Trust to the next Distribution Calculation Date;
- (2) for the last Distribution Period, the period beginning the day after the preceding Distribution Calculation Date to the date of termination of the Trust; and
- (3) in all other circumstances, the period beginning on the day after the preceding Distribution Calculation Date to the next occurring Distribution Calculation Date;

Existing Trust means each Trust specified in column 1 of Schedule 3;

Financial Year means for a Trust:

- (1) for the first Financial Year, the period from the establishment of the Trust to the next 30 June;
- (2) for the last Financial Year, the period beginning on 1 July before the date the Trust terminates to the date the Trust terminates; and
- (3) in all other circumstances, the 12 month period ending on 30 June in each year;

GST means a goods and services tax or any similar tax levied pursuant to any legislation passed whether before or after the date of this Constitution by the Commonwealth or any State or Territory government.

Income Entitlement means the entitlement to Distributable Income determined in accordance with clause 7.4(b);

Initial Service Charge means in respect of an application for Units an amount of up to 5% of the Consideration, or such other amount as agreed between the Responsible Entity and the applicant;

Issue Price at any time means, for a Unit in a Trust, an amount being the sum of the Current Unit Value at that time plus the Transaction Charge (if any);

Minimum Additional Investment is \$50,000 or such other amount as the Responsible Entity may determine;

Minimum Holding is \$500,000 or such other amount as the Responsible Entity may determine;

month means calendar month;

Prescribed Time means 2:00 pm in Sydney or such other time as the Responsible Entity from time to time determines;

Rating Agency means a credit rating agency selected by the Responsible Entity;

Rebate Calculation Date means each 30 June, 30 September, 31 December, 31 March or such other time as the Responsible Entity may determine;

Redemption Period means:

- (1) for an Existing Trust, the period specified as such in column 2 of Schedule 3; and
- (2) for each other Trust, the period specified as such in its Supplemental Deed;

Redemption Price at any time means, for a Unit, an amount being the amount of the Current Unit Value of the Unit at that time less the Transaction Charge (if any);

Register means, for a Trust, the register of Unit Holders maintained by the Responsible Entity pursuant to Chapter 2C of the Corporations Act 2001 (Commonwealth);

Registration Date means for a Trust, the date the Trust is registered by the Commission under section 601EB of the Corporations Act 2001 (Commonwealth);

Responsible Entity means the responsible entity for the Trust being the company named in ASIC's record of the Trust's registration as the responsible entity or temporary responsible entity for that Trust;

Security Interest Rules means such rules (if any) made by the Responsible Entity from time to time in respect of the recognition of the interests of holders of encumbrances over Units;

Supplemental Deed means a deed by the Responsible Entity referred to in clause 2.3(b);

Tax means any income tax, withholding tax, bank accounts debit tax, duty, (including financial institutions duty paid or reimbursed to other financial institutions), or any other taxes, levies, imposts, deductions and charges and any interest, penalties and fines;

Tax Act means the Income Tax Assessment Act (Cth) 1936 and the Income Tax Assessment Act (Cth) 1997;

Transaction Charge means an amount, which may be nil, which the Responsible Entity determines;

- (1) for the purposes of calculating the Issue Price, for the purchase or acquisition of Assets of the Trust on the date the Issue Price is ascertained; and
- (2) for the purposes of calculating Redemption Price, for the sale or disposal of the Assets of the Trust on the date the Redemption Price is ascertained;

Trust means any trust governed or constituted by or pursuant to this deed including, without limitation, from its Registration Date, each Existing Trust;

Unit means an undivided interest in a Trust as provided for in this deed;

Unit Holder means a person registered as the holder of a Unit, including any persons jointly registered;

Unit Holding means, for a Trust, the total number of Units held by a Unit Holder; and

- (b) unless otherwise specified in this deed, terms defined in the Corporations Act 2001 (Commonwealth) are used in this deed with the same defined meaning.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of this deed;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental or semi-governmental agency;
- (e) a reference to a part, clause or schedule is a reference to a part and clause of, and a schedule to, this deed and a reference to this deed includes any schedule;
- (f) a reference to any statute or regulation includes all statutes and regulations amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (h) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding Business Day;
- (i) a reference to cash includes cheque and bank cheque;
- (j) where a valuation is to be performed of any Asset, or the determination of the Current Value of the Trust or the number of Units on issue is to be

made it is to be performed or determined at a time determined by the Responsible Entity;

- (k) references to sums of money are to amounts in Australian dollars.

1.3 Provisions from the Corporations Act 2001 (Commonwealth)

- (a) A provision of this deed which is inconsistent with a provision of the Corporations Act 2001 (Commonwealth) does not operate to the extent of the inconsistency.
- (b) Clause 1.3(a) is subject to any declarations made by or exemptions granted by the Commission which are current in respect of or applicable to this deed.
- (c) This clause 1.3 prevails over all other provisions of this deed including any that are expressed to prevail over it.

2 The Trusts

2.1 Responsible Entity

Deutsche Asset Management (Australia) Limited is appointed and agrees to act as Responsible Entity of each Trust.

2.2 Vesting of Assets in Responsible Entity

Each Asset of a Trust is vested in, and held by or on behalf of, the Responsible Entity on behalf of that Trust's Unit Holders.

2.3 Trusts

- (a) The Responsible Entity may at any time establish one or more Trusts.
- (b) The Responsible Entity may execute a Supplemental Deed under the terms of which a Trust is established with any variations and additions to this deed as the Responsible Entity thinks fit.
- (c) In respect of each Trust the terms of its Supplemental Deed prevail over this deed, other than clause 1.3.

3 Interest of Unit Holder

3.1 Division into Units

- (a) The beneficial interest in the Assets of each Trust is divided into Units. No Unit confers an interest in a particular part of the Trust or in any Assets.
- (b) A Unit Holder may not:
 - (1) interfere or seek to interfere with or question the rights, powers, authority or discretion of the Responsible Entity;

- (2) claim or exercise any right in respect of any Asset or lodge any caveat or other notice affecting any Asset;
 - (3) require that any Asset be transferred to a Unit Holder.
- (c) A Unit Holder in a Trust, in that capacity, has no interest in and no rights in respect of any other Trust.

3.2 Fractions and splitting

- (a) Units may be issued or redeemed in fractions at the discretion of the Responsible Entity, and the value of, and all rights and obligations attaching to a fractional Unit will be in proportion to a whole Unit.
- (b) Where a holding comprises more than one fraction of a Unit, the Responsible Entity may consolidate such fractions.
- (c) The Responsible Entity may in respect of any Trust consolidate or split the Units in the Trust. The Responsible Entity must in respect of any such consolidation or split:
 - (1) immediately amend the Register to record the consolidation or split;
 - (2) notify the Unit Holder within 30 days of the consolidation or split; and
 - (3) ensure that each Unit is consolidated or split on the same basis as each other Unit.

3.3 Joint holders of Units

Where two or more persons are registered as the holders of a Unit ("joint holders") they are, for the purposes of the administration of the Trust and not otherwise, deemed to hold the Unit as joint tenants, on the following conditions:

- (a) the Responsible Entity is not bound to register more than three persons as the joint holders of the Unit;
- (b) the joint holders are jointly and severally liable in respect of all payments, including payment of Tax, which ought to be made in respect of the Unit;
- (c) on the death of a joint holder, the survivor or survivors are the only person or persons whom the Responsible Entity will recognise as having any title to the Unit, but the Responsible Entity may require any evidence of death which it thinks fit;
- (d) any one of the joint holders may give an effective receipt which will discharge the Responsible Entity in respect of the payment;
- (e) the joint holders are counted as a single holder of the Unit for the purposes of calculating the number of Unit Holders who have:
 - (1) requested a meeting of Unit Holders under section 252B(1) of the Corporations Act 2001 (Commonwealth);
 - (2) given notice of a special or extraordinary resolution they propose to move at a meeting of Unit Holders under section 252L(1) of the Corporations Act 2001 (Commonwealth);

- (3) requested that a statement be distributed to Unit Holders under section 252N of the Corporations Act 2001 (Commonwealth); or
- (4) demanded a poll under section 253L of the Corporations Act 2001 (Commonwealth); and
- (f) only the person whose name appears first in the Register as one of the joint holders of a Unit is entitled to delivery of any notices, cheques or other communications from the Responsible Entity, and any notice, cheque or other communication given to that person is deemed to be given to all the joint holders.

3.4 Classes of Units

- (a) The Responsible Entity may at any time for a Trust issue Units in two or more classes.
- (b) The Responsible Entity may, at the request of a Unit Holder, convert the Unit Holder's Units from one class to another class.
- (c) The Responsible Entity must enter on the Register the class of Units held by a Unit Holder.
- (d)
 - (1) The Responsible Entity may offer the Unit Holders in a class a rebate of its remuneration payable under clause 10.1.
 - (2) Any rebate by the Responsible Entity of its remuneration:
 - (A) must be calculated by the Responsible Entity as at each Rebate Calculation Date;
- (e) The only differentiation in the rights and interests of Unit Holders in one class of Units to another class of Units in a Trust is the rebate of the Responsible Entity's remuneration pursuant to this clause 3.4.
- (f) Any rebate payable to a Unit Holder by the Responsible Entity may be paid by cheque or electronic payment, or may be reinvested by way of subscription for additional units. Where a rebate is reinvested by way of subscription for additional units, such reinvestment shall be at the Current Unit Value on the first Business Day following the Rebate Calculation Date. Where a rebate is paid by cheque, it shall be paid within 30 Business Days following the Rebate Calculation Date.

3.5 Security Interest Rules

- (a) The Responsible Entity may make Security Interest Rules for the recognition of the interests of holders of encumbrances over Units. The rights, powers and obligations of, and restrictions in respect of:
 - (j) a Unit Holder;
 - (ii) any person claiming through the Unit Holder; and
 - (iii) the Responsible Entity in respect of the Unit Holder and Units held by the Unit Holder,

under this Constitution are subject to the Security Interest Rules from the date that the Unit Holder, or other person claiming through them, notifies the Responsible Entity in a manner acceptable to the Responsible Entity to the effect that the Security Interest Rules are to apply in respect of the Unit Holder and the Unit Holder's Units.

4 Creation of Units

4.1 Creation of Units

- (a) The price at which Units will be issued by the Responsible Entity shall be the Issue price.
- (b) The Issue Price is that which applies on the Business Day on which:
 - (i) The Responsible Entity or (if an administrator has been appointed by the Responsible Entity in respect of a Trust) the administrator receives the application for Units; or
 - (ii) the Responsible Entity or (if an administrator has been appointed by the Responsible Entity in respect of a Trust) the administrator receives the Consideration (where the Consideration is cash application monies) or the Consideration is vested in the Responsible Entity (where the Consideration is property).

whichever happens later.

In the event that an Issue Price is calculated more than once per Business Day, unless the Responsible Entity otherwise determines, the Issue Price that shall apply is the one that is first calculated following the latter of i) and ii).

For the purposes of this sub-clause (b) and sub-clause (c):

- (1) an application or Consideration is to be regarded as having been received on a Business Day if it is received before the Prescribed Time on that Business Day; or
 - (2) an application or Consideration received after the Prescribed Time on a Business Day or received on a day which is not a Business Day is taken to be received on the next following Business Day.
- (c) Units are deemed to be created and issued when the later of the following events occurs;
 - (i) The Responsible Entity or (if an administrator has been appointed by the Responsible Entity in respect of a Trust) the administrator receives the application for Units; or
 - (ii) the Responsible Entity or (if an administrator has been appointed by the Responsible Entity in respect

of a Trust) the administrator receives the Consideration (where the Consideration is cash application monies) or the Consideration is vested in the Responsible Entity (where the Consideration is property).

- (d) The number of units that shall be issued is calculated by dividing the Consideration, less the amount of any Initial Service Charge (if any) and any amount owing under clause 4.3(c), by the Issue Price.

4.2 Application for Units

A person who wishes to subscribe for Units must:

- (a) in relation to their initial application, pay Consideration of not less than the Minimum Holding, and in relation to subsequent applications, pay Consideration of not less than the Minimum Additional Investment;
- (b) complete or make an application in the form or manner determined by the Responsible Entity;
- (c) lodge or make the application at the place specified by and in the manner approved by the Responsible Entity; and
- (d) include with the application payment in the form or manner specified by the Responsible Entity or by the transfer of property to be vested in the Responsible Entity.

4.3 Payments to the Responsible Entity

- (a) If on the application for Units, the Consideration is less than the Minimum Holding (in relation to an initial application) or the Minimum Additional Investment (in relation to a subsequent application), the Responsible Entity may reject the application and return the Consideration to the applicant. Until the Consideration is returned to the applicant, the Responsible Entity shall hold the consideration on trust for the applicant.
- (b) If an applicant is to transfer property to the Responsible Entity, the Responsible Entity need not accept the application unless it has received from the applicant:
 - (1) an effective transfer of the title to the property in favour of the Responsible Entity; and
 - (2) a valuation stating the current market value of the property or other statement of its current market value.
- (c) Unless the applicant has paid all amounts payable in respect of the transfer of property to the Responsible Entity prior to the Responsible Entity accepting the application, the Responsible Entity must deduct those amounts before determining the number of Units to be issued under clause 4.1.
- (d) If any payment for Units is not cleared the Units issued are cancelled and are deemed not to have been issued.

4.4 Responsible Entity's discretion on application

The Responsible Entity may in its absolute discretion accept or refuse to accept in whole or in part any application or subscription for Units. The Responsible Entity is not required to assign any reason or ground for such refusal.

4.5 Confirmation advice

The Responsible Entity is not required to issue certificates for any Units created but may issue a confirmation advice to the Unit Holder.

5 Redemption and cancellation of Units

5.1 Request for redemption of Units

- (a) A Unit Holder may request the Responsible Entity to redeem any Units held by the Unit Holder. The request must:
 - (1) specify the relevant Trust and the number or total value of Units to be redeemed;
 - (2) be in a form or manner and subject to such conditions as are determined by the Responsible Entity; and
 - (3) be lodged or made at the place or address and in the manner determined by the Responsible Entity.
- (b) Unless a request is for all of a Unit Holder's Unit Holding or the Responsible Entity otherwise agrees, a Unit Holder may only request redemption of any part of its Unit Holding if :
 - (1) that part is not less than the Minimum Holding; and
 - (2) the remaining Unit Holding is greater than the Minimum Holding.

The Responsible Entity may cause the redemption of any Units where there has been a breach of this clause 5.1(b).
- (c) A Unit Holder may not withdraw a request for redemption except with the consent of the Responsible Entity.
- (d) The Responsible Entity has no obligation to repurchase any Units or accept a redemption request.
- (e) Except as provided in this part 5, the Responsible Entity has no obligation to redeem any Units or cause any Units to be redeemed;
- (f) The Responsible Entity may suspend the redemption of any Units it has agreed to redeem.

5.2 Redemption of Units

- (a) If the Responsible Entity accepts a Unit Holder's request for redemption of Units it must within the Redemption Period cause the redemption of the number or value of the Units.

(b) The amount paid to a Unit Holder on the redemption of Units is the number of Units redeemed multiplied by the Redemption Price on the Business Day on which the Responsible Entity or (if an administrator has been appointed by the Responsible Entity in respect of a Trust) the administrator receives a valid redemption request. For the purposes of this clause:

- (i) a redemption request is to be regarded as having been received on a Business Day if it is received before the Prescribed Time on that Business Day; or
- (ii) a redemption request received after the Prescribed Time on a Business Day or received on a day which is not a Business Day is taken to be received on the next following Business Day.

In the event that the Redemption Price is calculated more than once per Business Day, unless the Responsible Entity otherwise determines, the Redemption Price that shall apply is the one that is first calculated following the Responsible Entity's (or the administrator's) receipt of the valid redemption request.

(c) If the application moneys for the Units have been paid by cheque, the Responsible Entity may refuse to act upon a request under clause 5.1 until the cheque is honoured by the bank on which it is drawn and the proceeds received.

(d) On the redemption of Units the Responsible Entity:

- (1) must cancel the Units redeemed; and
- (2) may deliver to the Unit Holder a confirmation advice.

(e)

(1) The Responsible Entity may determine whether any portion of the Redemption Price paid to a Unit Holder represents income and gains of the Trust.

(2) If a portion of the Redemption Price paid to a Unit Holder on redemption of Units represents income or gains of the Trust:

(A) the Responsible Entity must notify the Unit Holder the extent to which the Redemption Price is comprised of and the types of income, gains and capital; and

(B) an amount equal to that portion is deemed to be part of the Distributable Income of the Trust for the Distribution Period during which the redemption occurred and distributed to the Unitholder.

(f) The Responsible Entity may satisfy any redemption request by the transfer of Trust property to the redeeming Unit Holder.

5.3 Costs

On any redemption of Units, the Responsible Entity may deduct from any amount to be paid to the Unit Holder any unpaid amounts due by the Unit Holder to the Responsible Entity.

5.4 Liquid or non-liquid trust

- (a) Clauses 5.1 to 5.3 only apply while a Trust is a liquid scheme as that term is defined in section 601KA of the Corporations Act 2001 (Commonwealth).
- (b) While a Trust is not a liquid scheme, a Unit Holder may request the Responsible Entity to redeem any Units held by the Unit Holder in the Trust in accordance with:
 - (1) Part 5C.6 of the Corporations Act 2001 (Commonwealth); and
 - (2) clauses 5.1 to 5.3 to the extent that those clauses are not inconsistent with Part 5C.6 of the Corporations Act 2001 (Commonwealth).

6 Valuation of Assets

6.1 Valuation of assets

- (a) The Responsible Entity may at any time, cause the valuation of any Asset.
- (b) In determining whether a valuation accurately reflects the current value of an Asset, the Responsible Entity is not to be regarded as having the knowledge of a valuer or any other expertise.
- (c) Each Asset must be valued at its market value current at the time of valuation unless the Responsible Entity determines that:
 - (1) there is no market in respect of the Asset; or
 - (2) the market value does not represent the fair value of the Asset.
- (d) ¹Where the Responsible Entity makes a determination under clause 6.1(c), the Responsible Entity must at the same time determine the method of valuation for the Asset, provided this method is independently verifiable.
- (e) Where a valuation is to be performed of any asset, or the determination of the Current Value of a Trust or the number of Units on issue is to be made, it is to be performed or determined at a time determined by the Responsible Entity.
- (f) Where the calculation of the Issue Price or Redemption Price is to be made at a particular date, the Responsible Entity need not cause a valuation of the Assets to be performed at that date but may rely on the most recent Current Value for the purposes of that calculation.

6.2 Currency Conversion

Where it is necessary for any purposes to convert one currency to another, the conversion must be made at a time and at such rates quoted by a bank nominated by the Responsible Entity.

6.3 Responsible Entity may determine Current Unit Value

The Responsible Entity may determine the Current Unit Value at any time.

7 Income and Distributions

7.1 Responsible Entity to collect money

The Responsible Entity must collect all moneys, rights and property paid or receivable in respect of a Trust.

7.2 Creation of income reserves

The Responsible Entity is to determine (in accordance with generally accepted accounting principles and practices which apply to trusts) whether any item is income or capital and the extent to which reserves or provisions need to be made.

7.3 Distribution of income

For each Distribution Period the Responsible Entity must calculate and distribute each Unit Holder's entitlement to Distributable Income as determined in accordance with this part 7.

7.4 Distributable Income

(a) "Distributable Income" for a period is to be determined in accordance with the following formula:

$$DI = I + C$$

Where:

DI is the amount of Distributable Income

I is so much of the amount of the income and gains of the Trust that the Responsible Entity has determined is to be distributed to Unit Holders.

C is an amount of capital the Responsible Entity has determined is to be distributed.

(b) Each Unit Holder's entitlement to Distributable Income in a Trust must be determined in accordance with the following formula:

$$ADI \times \frac{UH}{UI}$$

ADI is the amount of Distributable Income less any amount of income and gains which has been included in the Redemption Price of

Units redeemed during the relevant period pursuant to clause 5.2(e);

UH is the Unit Holding of the Unit Holder at the close of business on the Distribution Calculation Date;

UI is the number of Units on issue in the Trust at the close of business on the Distribution Calculation Date.

- (c) The Responsible Entity may retain from the amounts distributed to a Unit Holder in a Trust any amount necessary to avoid distributing a fraction of a cent or which the Responsible Entity determines is not practical to distribute following a Distribution Calculation Date. Any sum so retained will for all purposes be treated as income of that Trust for the next following Distribution Period.
- (d) The Responsible Entity may at any time elect that any amount (capital or income) be distributed to Unit Holders pro rata to the number of Units held as at a time determined by the Responsible Entity.

7.5 Reinvestment of Income

- (a) A Unit Holder shall elect whether its Income Entitlement be paid by cheque or electronic payment, or be reinvested by way of subscription for additional Units. The Responsible Entity must pay or reinvest a Unit Holder's Income Entitlement within two months following the Distribution Calculation Date to which the Income Entitlement relates.
- (b) Where an Income Entitlement is reinvested, the price at which it shall be reinvested is the Current Unit Value on the first Business Day following the Distribution Calculation Date.

If a Unit Holder has failed to nominate in accordance with sub-clause (a) how it wishes to receive its Income Entitlement, the Responsible Entity shall reinvest the Unit Holder's Income Entitlement by way of subscription for additional Units, in accordance with this clause 7.5.

7.6 Present entitlement

At the end of each Distribution Period each Unit Holder is presently entitled to the Distributable Income in proportion to their respective entitlements under this deed.

7.7 Composition of distribution

Following the end of each Financial Year, the Responsible Entity must notify the Unit Holders of the extent to which a distribution under this part 7 is comprised of and the types of income and capital.

7.8 Categories and sources of income

For any category or source of income the Responsible Entity may keep separate accounts and allocate the income from any category or source to any Unit Holder.

8 Remuneration of Responsible Entity

8.1 Responsible Entity's remuneration

- (a) The Responsible Entity is entitled to receive out of the Assets of each Trust the remuneration specified:
- (1) for an Existing Trust, in column 3 of Schedule 3; and
 - (2) for each other Trust, in the relevant Supplemental Deed.
- (b) ²The remuneration of the Responsible Entity accrues daily.

8.2 Waiver of remuneration

The Responsible Entity may waive or postpone the whole or any part of the remuneration to which it would otherwise be entitled.

8.3 Priority of Responsible Entity's remuneration

The remuneration of the Responsible Entity for a Trust has priority over the payment of all other amounts payable from the Assets of the Trust.

8.4 Proper performance of duties

This part 8 is subject to clause 9.3.

8.5 GST

The remuneration, fees and charges which are payable to the Responsible Entity under this Constitution do not include any amount arising or chargeable in respect of GST. To the extent that the Responsible Entity becomes liable to remit GST in respect of any supplies made in connection with this Constitution by the Responsible Entity then, in addition to any other amount to which the Responsible Entity is entitled, the Responsible Entity is entitled to recover or be paid from the Assets (by way of increased fee or otherwise) an amount equal to the amount of the GST liability.

9 Reimbursement of expenses

9.1 Establishment and administration costs

In addition to any other right of indemnity which it may have under this deed, the Responsible Entity is indemnified and entitled to be reimbursed out of or have paid from the Assets of each Trust for all Costs incurred in the course of its office as trustee or in relation to the administration or management of the Trust. Without limitation this includes the amounts specified in Schedule 1.

9.2 Apportionment of costs between Trusts

If any Costs, incurred by the Responsible Entity are referable to more than one Trust they must be apportioned between each Trust to which they are referable in accordance with generally accepted accounting principles or otherwise as the Responsible Entity reasonably determines.

9.3 Proper performance of duties

The rights of the Responsible Entity to be paid fees out of the Assets of a Trust, or to be indemnified out of the Assets of a Trust for liabilities or expenses incurred in relation to the performance of its duties, are available only in relation to the proper performance of those duties.

10 Indemnity and insurance

10.1 Persons to whom clauses 10.2 and 10.4 apply

Clauses 10.2 and 10.4 apply to each person who is or has been a member of a Trust's Compliance Committee (if any).

10.2 Indemnity

The Responsible Entity may, from the Assets of a Trust, indemnify, on a full indemnity basis and to the full extent permitted by law, each person to whom this clause 10.2 applies for all Costs (other than Taxes) incurred by the person as a member of the Trust's Compliance Committee including, but not limited to, a liability for negligence for reasonable costs and expenses incurred:

- (a) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Act 2001 (Commonwealth).

10.3 Extent of indemnity

The indemnity in clause 10.2:

- (a) is a continuing obligation and is enforceable by a person to whom clause 10.2 applies even though that person may have ceased to be a member of a Trust's Compliance Committee; and
- (b) operates only to the extent that the loss or liability is not covered by insurance.

10.4 Insurance

The Responsible Entity may, from the Assets of a Trust and to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any person to whom this clause 10.4 applies against any liability incurred by the person as a member of the Trust's Compliance Committee including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

10.5 Savings

Nothing in clauses 10.2 or 10.4:

- (a) affects any other right or remedy that a person to whom those clauses apply may have in respect of any loss or liability referred to in those clauses; or
- (b) limits the capacity of the Responsible Entity to indemnify or provide insurance for any person to whom those clauses do not apply.

11 Responsible Entity's Powers

11.1 General powers of Responsible Entity

- (a) Subject to this deed, the Responsible Entity has all the powers of a natural person acting in his or her personal capacity. These powers include, without limitation, the Responsible Entity's powers to deal with and invest the Assets.
- (b) In the exercise of its powers the Responsible Entity may, without limitation, acquire or dispose of any real or personal property, borrow or incur any liability or encumber any Asset.

11.2 Delegation by Responsible Entity

- (a) The Responsible Entity may appoint a person, including an Associate of the Responsible Entity, as its agent to exercise its powers and perform its obligations other than the power to exercise a discretion.
- (b) The Responsible Entity may appoint an agent, custodian (who may sub-delegate to any sub-custodian any of its custodial functions as it thinks fit) or other person to acquire, hold title to, dispose of or otherwise deal with any Asset on behalf of the Responsible Entity and perform any action incidental or ancillary thereto or otherwise approved by the Responsible Entity.
- (c) The Responsible Entity:
 - (1) may appoint an agent, custodian or other person who is or is not an associate of the Responsible Entity; and
 - (2) is liable for the acts of any agent, custodian or other person as if their acts were the Responsible Entity's own.

11.3 Rated Trust

The Responsible Entity may request for a Rating Agency to assign a credit rating to a Trust and arrange for the rating to be withdrawn. If for so long as a Rating Agency has assigned a credit rating to a Trust which is approved by the

Responsible Entity then, subject to this deed, the Responsible Entity must use reasonable endeavours to:

- (a) manage the Trust to maintain the rating; and
- (b) comply with the conditions of the Rating Agency in order to do so.

12 Responsible Entity's responsibilities and indemnities

12.1 No limitation of other undertakings

This Part 12 is subject to clause 9.3, the undertakings of the Responsible Entity, the requirements and obligations of the Corporations Act 2001 (Commonwealth) and the indemnities given to the Responsible Entity in this deed and at law and does not limit or affect those undertakings and indemnities.

12.2 Limitation of liability

- (a) The Responsible Entity, and each director and officer of the Responsible Entity are not personally liable to a Unit Holder or any other person in connection with the office of Responsible Entity director or officer of the Responsible Entity.
- (b) The Responsible Entity will not be liable to any Unit Holder to any greater extent than the investments, cash and other property actually vested in the Responsible Entity (or received by it) in accordance with the provisions of this deed in respect of the relevant Trust.

12.3 Interested dealings by the Responsible Entity

The Responsible Entity or an officer or employee or Associate of the Responsible Entity may:

- (a) be a Unit Holder;
 - (b) act in any capacity as a representative, delegate or agent of the Responsible Entity or any Unit Holder;
 - (c) have an interest in or enter into a contract or transaction with:
 - (1) the Responsible Entity or an Associate of the Responsible Entity;
 - (2) any Unit Holder; or
 - (3) any other person, including one whose shares form an Asset; or
 - (d) hold or deal in or have any other interest in an Asset,
- and may retain and is not required to account for any benefit derived by doing so.

12.4 Indemnities and Liability

Without prejudice to any indemnity given by law to the Responsible Entity but subject to this deed:

- (a) the Responsible Entity is indemnified and entitled to be reimbursed out of or have paid from the Assets of each Trust from and against any expense

and liability that may be incurred in prosecuting or defending any action, suit, arbitration or other dispute resolution procedure in respect of the provisions of this deed in respect of that Trust;

- (b) the Responsible Entity is not responsible for:
- (1) any loss incurred by any fraud, negligence, breach of duty or breach of obligation under this deed or otherwise, by any agent of the Responsible Entity; or
 - (2) any information, documents, forms or lists supplied to the Responsible Entity by any agent of the Responsible Entity whether or not an error in any such information, documents, forms or lists is reproduced by the Responsible Entity in any step taken by it pursuant thereto,

except where the Corporations Act 2001 (Commonwealth) expressly provides otherwise;

- (c) the Responsible Entity is not liable to anyone in respect of any failure to perform or do any act or thing which by reason of:
- (1) any provision of any present or future law or statute of Australia or any State or Territory; or
 - (2) of any decree, order or judgement of any competent court,
- the Responsible Entity is prevented, forbidden or hindered from doing or performing.

12.5 Responsible Entity may rely on advice

The Responsible Entity may take and act upon:

- (a) the opinion or advice of counsel or solicitors instructed by the Responsible Entity in relation to the interpretation of this deed or any other document (whether statutory or otherwise) or generally as to the administration of the Trust or any other manner in connection with the Trust; and
- (b) the advice, statements or information from any bankers, accountants, auditors, valuers and other persons consulted by the Responsible Entity who are in each case believed by the Responsible Entity in good faith to be expert in relation to the matters upon which they are consulted,

and the Responsible Entity will not be liable for anything done, suffered or omitted by it in good faith in reliance upon such opinion, advice, statements or information.

12.6 Consequences of Redemption

The Responsible Entity is not liable for any consequence of any redemption of Units under clauses 5.1(b) or 13.1(e).

13 Transfers

13.1 Transfer

- (a) Subject to this clause 13.1, a Unit Holder may transfer all or any of its Units by instrument in writing in any usual or common form or in any other form that the Responsible Entity approves.
- (b) An instrument of transfer referred to in clause 13.1(a) must be executed by or on behalf of both the transferor and the transferee.
- (c) A transferor of Units remains the holder of the Units transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the Units.
- (d) The instrument of transfer must be left for registration at such place as the Responsible Entity determines, accompanied by such information as the Responsible Entity requires to show the right of the transferor to make the transfer. Subject to clause 13.1(e), the Responsible Entity must then register the transferee as a Unit Holder.
- (e) The Responsible Entity may refuse to register a transfer of Units:
 - (1) unless the transfer is duly stamped;
 - (2) if a Unit Holder would, as a result of the transfer, hold less than a Minimum Holding; or
 - (3) unless the Responsible Entity has received such information as it may require to satisfy itself that clause 13.1(e) has been complied with.

13.2 Confirmation advice after transfer

If the Responsible Entity enters a Unit Holder on the Register as a result of a transfer of Units, the Responsible Entity may issue a confirmation advice for:

- (a) the Units which have been transferred; and
- (b) the balance of any Units which were not transferred.

13.3 Death, legal disability

If a Unit Holder dies, becomes subject to a legal disability, becomes bankrupt or is placed in liquidation the survivor (in the case of joint Unit Holders), legal personal representative or the person entitled to Units as a result of bankruptcy or liquidation, will be recognised as having a claim to Units registered in the Unit Holder's name.

13.4 Recognition of Unit Holder

The Responsible Entity:

- (a) must treat the person entered on the Register as a Unit Holder as the absolute owner of all rights and interests of the Unit Holder; and

- (b) except as required by law or this deed, need not recognise any claim or interest in any Unit by any other person.

14 Retirement of Responsible Entity

14.1 Retirement of Responsible Entity

- (a) Despite any other law, the Responsible Entity may only retire as Responsible Entity of a Trust in accordance with section 601FL of the Corporations Act 2001 (Commonwealth). Name of Trust to be changed
- (b) If Deutsche Asset Management (Australia) Limited has retired as Responsible Entity, the new Responsible Entity must promptly take whatever action may be necessary to remove any words or any other letters, words or expressions which might express or imply an association with the Deutsche Bank Group or any of its Associates from the title of the Trusts and this deed and such letters, words or expressions must not be used in any connection with the Trusts and this deed.
- (c) Clause 14.2 does not apply if the new Responsible Entity obtains the consent of Deutsche Asset Management (Australia) Limited to not take the action set out in that clause.

14.2 Property vests in new Responsible Entity

On retirement the Responsible Entity must vest the Assets in the new trustee, and give the new trustee all books, documents, records and any other property held by or on behalf of the Responsible Entity relating to the Trusts.

15 Limitation of liability

15.1 No further liability of Unit Holders

- (a) The liability of each Unit Holder is limited to its investment in a Trust.
- (b) A Unit Holder is not required to indemnify the Responsible Entity or a creditor of the Responsible Entity against any liability of the Responsible Entity in respect of a Trust.
- (c) Nothing in or under this deed makes the Responsible Entity the agent of a Unit Holder nor does it create any relationship other than that of beneficiary and trustee.

16 Alterations to Trust

16.1 Variation of this deed

Subject to section 601GC of the Corporations Act 2001 (Commonwealth) and any approval required by law, the Responsible Entity may by deed replace or amend this deed (including this clause) or any Supplemental Deed.

17 Term of Trust and termination of Trust

17.1 Term of Trust

The term of a Trust ends on the earlier of:

- (a) the 80th anniversary of the date of its establishment;
- (b) the date determined by the Responsible Entity as the date on which the Trust is to be terminated; and
- (c) the date on which the Trust is terminated under this deed or by law.

17.2 Procedure on winding up of Trust

- (a) In winding up a Trust the Responsible Entity must, subject to clause 17.2(b), sell and realise all realisable Assets and distribute to the Unit Holders all net cash proceeds derived from the realisation after payment of liabilities and Costs (whether incurred or accrued prior to or after termination of the Trust) and if available for distribution, any other cash of the Trust.
- (b) The Responsible Entity may distribute any Asset to any one or more Unit Holders in specie and the Responsible Entity must for that purpose determine the fair value of the Asset to be distributed. Any Costs payable on an in specie distribution must be paid by the Unit Holder before the distribution is made.
- (c) The Responsible Entity is entitled to:
 - (1) be paid from the proceeds all costs, charges and expenses incurred:
 - (A) by the Responsible Entity in connection with the winding up of the Trust;
 - (B) by or on behalf of any creditor of the Responsible Entity in relation to the Trust;
 - (C) by or on behalf of any agent, solicitor, banker, accountant or other person employed by the Responsible Entity in connection with the winding up of the Trust;
 - (2) an indemnity against the amounts set out in clause 17.2(c)(1); and
 - (3) following the termination of the Trust and until the winding up is completed, its remuneration provided for in Part 8.
- (d) The Responsible Entity may make a distribution only if the Unit Holder delivers to the Responsible Entity any evidence of or any form of receipt and discharge required by the Responsible Entity.

17.3 Audit of accounts of Trust

The Responsible Entity must ensure that the final accounts of a Trust following the winding up are audited by a Registered Company Auditor, or a firm at least one of whose members is a Registered Company Auditor, who is independent of the Responsible Entity.

18 Meetings of Unit Holders

18.1 Meetings of Unit Holders

- (a) The Responsible Entity may convene a meeting of Unit Holders of a Trust at any time.
- (b) Part 2.4G of the Corporations Act 2001 (Commonwealth) and the provisions of Schedule 2 apply to any meeting of Unit Holders.

18.2 Resolution by Postal Ballot

- (a) A resolution of Unit Holders of a Trust may be passed by the Unit Holders completing, signing and returning copies of a written resolution, which has been sent by the Responsible Entity within a period specified by the Responsible Entity.
- (b) In respect of such a resolution a Unit Holder has 1 vote for each Unit held with the right to vote.

18.3 Passing of resolution

A resolution passed at a meeting of Unit Holders held in accordance with this deed and the Corporations Act 2001 (Commonwealth) or by postal ballot under clause 18.2 is binding on all Unit Holders.

19 Complaints

19.1 Complaints handling

The Responsible Entity must establish and maintain a procedure for dealing with complaints by Unit Holders in relation to a Trust.

19.2 Unit Holder Complaints

- (a) A Unit Holder in a Trust may by notice in writing to the Responsible Entity (or by such other method as the Responsible Entity may approve) lodge a complaint in relation to the Trust.
- (b) The Responsible Entity must:
 - (1) record the complaint and the date it was received in a register maintained for that purpose; and
 - (2) send the Unit Holder an acknowledgment of receipt of the complaint.

19.3 Handling of Complaint³

- (a) The Responsible Entity must deal with a complaint by a Unit Holder under clause 19.2 in accordance with this part 19, any rules and regulations made for that purpose and any complaints handling procedures in the Compliance Plan.

- (b) The Responsible Entity must use reasonable endeavours to deal with and resolve the complaint within 45 days of receipt of the complaint.
- (c) The Responsible Entity must inform the Unit Holder by notice in writing of:
 - (1) its decision in relation to the complaint;
 - (2) the remedies available to the Unit Holder in relation to the complaint; and
 - (3) any avenues of appeal that may be available to the Unit Holder if the Unit Holder is dissatisfied with the decision.

19.4 Assistance and Information

- (a) The Responsible Entity must provide a Unit Holder with all reasonable assistance and information that the Unit Holder may require for the purpose of making a complaint and understanding the complaints handling procedures adopted by the Responsible Entity.
- (b) A Unit Holder lodging a complaint in relation to a Trust must provide the Responsible Entity with all information the Responsible Entity may require in order to properly deal with and resolve the complaint.

20 General

20.1 Service of notices

- (a) Any application, notice or other communication to or by the Responsible Entity or a Unit Holder:
 - (1) must be in legible writing and in English addressed:
 - (A) if to the Responsible Entity, to its registered office;
 - (B) if to a Unit Holder, to the Unit Holder's address specified in the Register,or as specified to the sender by any party by notice;
 - (2) must be signed personally or, in the case of a corporation, by an officer or under the common seal of the sender;
 - (3) is regarded as being given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee; or
 - (B) if by prepaid post, 3 Business Days from and including the date of postage to the addressee; or
 - (C) if by facsimile transmission, when transmitted to the addressee but where the sender's machine indicates a malfunction in transmission or the addressee notifies the sender of an incomplete transmission within 3 hours after

transmission is received, the facsimile transmission is regarded as not given or received;

- (D) if sent by electronic messaging system, when the electronic message is received by the addressee;

but if the delivery, receipt or transmission is on a day which is not a Business Day or is after 3.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and

- (4) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A notice or other communication to joint Unit Holders is validly given if it is given only to the joint Unit Holder whose name appears first on the Register.

20.2 Method of payment, repayment or redemption

- (a) Any money payable by the Responsible Entity to a Unit Holder under this deed may be paid by a crossed "not negotiable" cheque made payable to the Unit Holder and posted to the Unit Holder's registered address.
- (b) A Unit Holder, with the consent of the Responsible Entity, may nominate in writing (or in such other manner approved by the Responsible Entity) that money owing to it under this deed be paid by cheque or otherwise into a designated account with a financial institution or to a nominated person.
- (c) A cheque issued to a Unit Holder which is presented and paid, or where the payment is to a financial institution or nominated person, payment to the institution or person, discharges the Responsible Entity in respect of the payment.

20.3 Binding conditions

The terms and conditions of this deed and each Supplemental Deed are binding on the Responsible Entity, each relevant Unit Holder and any other person claiming through any of them as if each was a party to this deed and each Supplemental Deed.

20.4 Governing law and jurisdiction

The rights, liabilities and obligations of the Responsible Entity and the Unit Holders are governed by the law of New South Wales.

20.5 Inspection of deed

The Responsible Entity:

- (a) must make a copy of this deed available to any Unit Holder for inspection during usual business hours at its registered office or principal place of business; and

- (b) may require a reasonable charge to be paid to it for providing a copy of this deed to a Unit Holder.

20.6 Severability

If any provision of this deed is held or found to be void, invalid or otherwise unenforceable so much thereof as is necessary to render it valid and enforceable is deemed to be severed but the remainder of this deed will remain in full force and effect.

Schedule 1 - Establishment and Administrative Costs (Clause 9.1)

All Costs in connection with:

- (a) the preparation, approval, execution and stamping of this deed, each Supplemental Deed and any amending deeds and the registration of each Trust;
- (b) the preparation, registration, printing, promotion and distribution of any prospectus issued by the Responsible Entity in respect of the Units and the preparation, registration, printing, promotion and distribution of any document required by law to be prepared in respect of the Trust;
- (c) the acquisition, registration, custody, holding, management, supervision, repair, maintenance, valuation, sale of or other dealing with an Asset (or attempting or proposing to do so) and the receipt, collection or distribution of income or other Assets;
- (d) raising money or otherwise obtaining financial accommodation, including but not limited to, interest on borrowings and discounts and fees in respect of bill facilities and any Taxes payable in respect of such raising of money or obtaining financial accommodation;
- (e) unless the Corporations Act 2001 (Commonwealth) expressly provides otherwise, convening and holding meetings of Unit Holders and carrying out the directions of the meetings;
- (f) the retirement or removal of the Responsible Entity and the appointment of another in its place (including a temporary one), including the amounts payable as a consequence of the retirement or removal ;
- (g) the establishment and maintenance of accounts and the Register and the calculation of Distributable Income;
- (h) the establishment and administration of each Trust including:
 - (1) computer operation and development and data processing;
 - (2) computer experts' fees and expenses; and
 - (3) office expenses including the cost of postage, confirmation advices, accounts, distribution statements, notices, reports and other documents sent to a Unit Holder under this deed;
- (i) any custodian, actuary, adviser, expert, agent, delegate, solicitor, barrister, contractor, valuer, accountant or auditor, including any who is an Associate of the Responsible Entity;
- (j) all Taxes;
- (k) all fees payable to the Commission or other regulatory authority;
- (l) all costs (including costs of obtaining advisory opinions) in anticipation of or in connection with any action, suit or proceeding relating to the interpretation and construction of this deed or any provision of this deed or against the Responsible Entity;

- (m) preparation and lodgment of tax returns;
- (n) termination of a Trust including fees of any auditor appointed under clause 17.4;
- (o) any amounts payable in respect of the assigning and maintaining of a credit rating to a Trust;
- (p) the preparation, monitoring, review, amendment or replacement of a Trust's Compliance Plan;
- (q) all fees payable to the auditor of a Trust's Compliance Plan;
- (r) a Trust's Compliance Committee;
- (s) holding meetings of the members of a Trust's Compliance Committee, without regard to where any member may reside;
- (t) fees, remuneration and expenses of members of a Trust's Compliance Committee in their capacity as such;
- (u) the indemnity referred to in clause 10.2;
- (v) any insurance purchased or maintained or premium for insurance paid or agreed to be paid as contemplated by clause 10.4;
- (w) considering and dealing with any matter reported or recommended by a Trust's Compliance Committee.

Schedule 2- Meeting of Unit Holders (Part 18)

1 Notice of meeting

If the Responsible Entity omits to give a Unit Holder notice of a meeting of Unit Holders or if a Unit Holder does not receive notice, the meeting is still valid.

2 Who may attend and address meeting of Unit Holders

The Responsible Entity, the directors of the Responsible Entity, the auditor of a Trust, the auditor of a Trust's Compliance Plan, the members of a Trust's Compliance Committee (if any) and any person invited by any of them is entitled to attend and address a meeting or adjourned meeting of Unit Holders.

3 Quorum

- (a) No business may be transacted at any meeting of Unit Holders unless a quorum of Unit Holders is present at the time when the meeting proceeds to business.
- (b) The quorum for a meeting of Unit Holders convened to consider a special resolution to modify, repeal or replace this deed under section 601GC(1)(a) of the Corporations Act 2001 (Commonwealth) is 2 Unit Holders.
- (c) The quorum for a meeting of Unit Holders convened to consider any special or extraordinary resolution (other than the special resolution referred to in paragraph (b)) is Unit Holders holding 10% of all Units on issue.
- (d) The quorum for any meeting of Unit Holders (other than for the meetings referred to in paragraphs (b) and (c)) is 2 Unit Holders.
- (e) For the purposes of determining a quorum, section 252R(3) of the Corporations Act 2001 (Commonwealth) shall apply and a Unit Holder is counted even though the Unit Holder may not be entitled to vote on a resolution at the meeting of Unit Holders.
- (f) If a quorum is not present within half an hour from the time appointed for the meeting, the meeting must be adjourned as the chairman directs.
- (g) Other than for a meeting to consider an extraordinary resolution, at an adjourned meeting the Unit Holders with voting rights who are present either in person or by proxy constitute a quorum and are entitled to pass the resolution.
- (h) For a meeting convened to consider an extraordinary resolution, if no quorum is present at the resumed meeting within half an hour from the time appointed for the meeting, the meeting is dissolved.

4 Voting by person of unsound mind

If a Unit Holder is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the Unit Holder's committee or trustee or other person who properly has the management of the Unit Holder's estate may exercise any rights of the Unit Holder in relation to a meeting of Unit Holders as if the committee, trustee or other person were the Unit Holder.

5 Proxies

Any person including a Unit Holder may act as a proxy

6 Proxy instrument

- (a) If the appointer of a proxy is an individual, the instrument of appointment must be in writing and signed by the appointer or the appointer's attorney authorised in writing.
- (b) If the appointer of a proxy is a corporation, the instrument of appointment must be:
 - (1) under its common seal (if any); or
 - (2) under the hand of an officer or attorney who has been authorised by the corporation;
 - (3) under the hand of any 2 directors or a director and a secretary; or
 - (4) in the case of a corporation where the sole director and sole secretary are the same person, under the hand of that person.

7 Voting authority to be deposited with Responsible Entity

- (a) The instrument appointing a proxy and the original or a notarially certified copy of the power of attorney or authority under which it is signed must be deposited with the Responsible Entity or the Responsible Entity's agent at least 48 hours, or any shorter period determined by the Responsible Entity from time to time, before the time appointed for the meeting at which the proxy proposes to vote.
- (b) If paragraph 7(a) is not complied with, the proxy is invalid.

8 Adjournments

The chairman may adjourn a meeting with the consent of the majority of Unit Holders present.

9 Demand for a poll and manner of poll

- (a) A poll may be demanded by the Responsible Entity or by a Unit Holder present in person or by proxy.
- (b) A poll is to be conducted as directed by the Chairman at the meeting or any adjournment of the meeting.
- (c) The demand for a poll does not discontinue the meeting except to decide the question for which the poll is demanded.
- (d) The result of the poll is regarded as the resolution of the meeting.

10 Poll on election of chairman or question of adjournment

A poll demanded on the election of a chairman or on a question of adjournment must be taken forthwith.

11 Class Meetings

The provisions of Part 2G.4 of the Corporations Act 2001 (Commonwealth) and part 18 and schedule 2 of this deed relating to meetings of Unit Holders apply so far as they can and with such changes are as necessary, to each separate meeting of Unit Holders in a class of Units.

Schedule 3 - Existing Trusts

Column 1	Column 2	Column 3 ⁴
Existing Trust	Redemption Period	Remuneration of Responsible Entity
Deutsche Global Equity Thematic Fund	30 days	0.75% per annum of the Current Unit Value of the Trust or, 30 days after the Unit Holders and the Responsible Entity of the relevant Trust have been notified in writing, such other amount as the Responsible Entity may from time to time determine and is payable on the first day of each month.
Deutsche Emerging Markets Equity Fund	30 days	1.15% per annum of the Current Value of the Trust or, 30 days after the Unit Holders and the Responsible Entity of the relevant Trust have been notified in writing, such other amount as the Responsible Entity may from time to time determine and is payable on the first day of each month.

Executed as a deed:

The common seal of
Deutsche Asset Management (Australia) Limited
 is fixed to this document
 in the presence of:

Signature
 Secretary/Director

Signature
 Director

 Name (please print)

 Name (please print)

Amending Deed

DWS Global Equity Thematic Fund

Dated

28 May 2008

Deutsche Asset Management (Australia) Limited (DeAM)

Amending Deed

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Amending Deed

Details

Parties		
DeAM or the Responsible Entity	Name	Deutsche Asset Management (Australia) Limited
	ABN/ACN/ARBN	63 116 232 154
	Address	Deutsche Bank Place, Level 16, corner Hunter and Phillip Streets, Sydney, NSW 2000 AUSTRALIA
	Telephone	(02) 8258 2364
	Fax	(02) 8258 1101
	Attention	Company secretary

Recitals	1.	The Responsible Entity executed a trust deed constituting the DWS Global Equity Thematic Fund on 13 September 1996, which became the constitution of the trust on its registration as a managed investment scheme with the Australian Securities and Investments Commission, including any amending deeds made to the constitution (Constitution).
	2.	Clause 16.1 of the Constitution and section 601GC(1)(b) of the Corporations Act 2001 (C'th) permits the Responsible Entity to amend the Constitution if the Responsible Entity reasonably believes the amendments are not adverse to unit holders.
	3.	The Responsible Entity wishes to amend the Constitution as set out in this deed.
	4.	The amendments to the Constitution set out in this amending deed will be effective upon lodgement of a copy of this deed with the Australian Securities and Investments Commission under section 601GC(2).

Date of Amending Deed	See Signing page
------------------------------	------------------

Amending Deed

General terms

1 Interpretation

In this deed, a word or phrase defined in the Constitution has that defined meaning.

2 Operation of this amending deed

Clause 3 of this amending deed takes effect upon lodgement of a copy of this amending deed with the Australian Securities and Investments Commission under section 601GC(2).

3 Amendments

3.1 Amendment

The Constitution is amended by deleting clause 11.2(a) and replacing it with the following:

“(a) Subject to the Corporations Act, the Responsible Entity may, in its absolute discretion, appoint, engage or replace any person, including an associate of the Responsible Entity, as its agent to exercise its powers and perform its obligations.”

3.2 Amendment not to affect validity, rights, obligations

An amendment to the Constitution does not affect the validity or enforceability of the Constitution. Nothing in this deed:

- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Constitution before the date of this deed; or
- (b) discharges, releases or otherwise affects any liability or obligation arising under the Constitution before the date of this deed.

3.3 Confirmation

The Constitution as amended by this deed is hereby confirmed.

4 Governing law

This deed is governed by the law in force in New South Wales and the Responsible Entity submits to the non-exclusive jurisdiction of the courts of that place

5 Further assurances

The Responsible Entity must do all things and execute all further documents necessary to give full effect to this deed.

EXECUTED as a deed

Amending Deed

Signing page

DATED: 29 May 2008

EXECUTED by DEUTSCHE)
ASSET MANAGEMENT)
(AUSTRALIA) LIMITED in)
accordance with section 127 of the)
Corporations Act:)
.....)
Signature of Director)
.....)
CHRIS LARSEN)
.....)
Name of manager (block letters)

.....)
Signature of company secretary)
.....)
Name of company secretary (block)
letters)

**Amending Deed
Deutsche Global Equity Thematic
Fund**

ARSN 090 379 105

Deutsche Asset Management (Australia) Limited

ABN 63 116 232 154

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This amending deed

is made on 8 October 2007 by:

Deutsche Asset Management (Australia) Limited

ABN 63 116 232 154

of Level 16 Deutsche Bank Place, Cnr Hunter & Phillip Streets, Sydney NSW 2000 (**Manager**)

Recitals

- A. The Deutsche Global Equity Thematic Fund is governed by a trust deed dated 13 September 1996 as amended from time to time (**Constitution**).
- B. The Deutsche Global Equity Thematic Fund is registered as a managed investment scheme under Chapter 5C of the Corporations Act 2001. The Manager is also the responsible entity of this registered scheme.
- C. Clause 16 of the Constitution permits the Manager to amend the Constitution.
- D. Pursuant to regulation 5C.1.02 of the Corporations Regulations 2001, the name of a registered scheme may be changed. The Manager of the Deutsche Global Equity Thematic Fund (the **Fund**) wishes to change the name of the Fund. The Manager reasonably believes the amendments are not adverse to the rights of Unit Holders.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

In this amending deed, a word or phrase defined in the Constitution has that defined meaning.

1.2 Interpretation

Clause 1.2 of the Constitution applies to this amending deed.

2 Amendment to the Constitution

2.1 Amendment

The Constitution is amended by changing the name of the Fund from the Deutsche Global Equity Thematic Fund to the DWS Global Equity Thematic Fund.

2.2 Amendments not to affect validity, rights, obligations

- (a) An amendment to the Constitution does not affect the validity or enforceability of the Constitution.
- (b) Nothing in this amending deed:

- (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Constitution before the date of this deed; or
- (2) discharges, releases or otherwise affects any liability or obligation arising under the Constitution before the date of this amending deed.

2.3 Confirmation

The Constitution as amended by this amending deed is hereby confirmed.

3 General

3.1 Governing law and jurisdiction

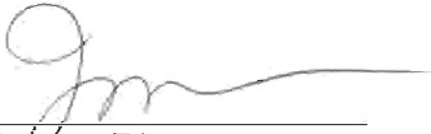
- (a) This amending deed is governed by the laws of New South Wales.
- (b) The Manager irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

3.2 Further assurances

The Manager has also lodged a Notice of Proposed Change of Name of Registered Scheme with the Australian Securities and Investments Commission and must do all things and execute all further documents necessary to give full effect to this amending deed.

Executed as a deed:

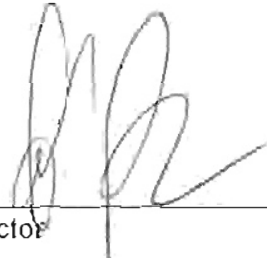
Signed sealed and delivered by
Deutsche Asset Management (Australia) Limited
by:



Company Secretary/Director

Name:

IAN THOMPSON



Director

Name:

CHRIS LA LIEN

MALLESONS STEPHEN JAQUES

Doc 1.9F

Amending Deed Deutsche Global Equity Thematic Fund

Dated 1 JUNE 2007

Deutsche Asset Management (Australia) Limited ABN 11 076 098 596

Mallesons Stephen Jaques
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.mallesons.com
02-5167-6409
RL/TWB

Amending Deed Deutsche Global Equity Thematic Fund Contents

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Amending Deed Deutsche Global Equity Thematic Fund Details

Parties	Responsible Entity	
Responsible Entity	Name	Deutsche Asset Management (Australia) Limited
	ABN	11 076 098 596
	Address	Level 21 83 Clarence Street Sydney NSW 2000
Recitals	A	The Responsible Entity is the responsible entity of the trust known as the Deutsche Global Equity Thematic Fund ("Trust") constituted under a constitution dated 13 September 1996 ("Constitution").
	B	Clause 16 of the Constitution and section 601GC(1)(b) of the Corporations Act 2001 (Commonwealth) permit the Responsible Entity to amend the Constitution if the Responsible Entity reasonably believes the amendments are not adverse to the rights of Unit Holders.
	C	The Responsible Entity wishes to amend the Constitution as set out in this deed and reasonably considers the amendment is not adverse to the rights of Unit Holders.
	D	Pursuant to section 601GC(2) of the Corporations Act 2001 (Commonwealth), the deed will take effect upon the lodgment of a copy of this deed with ASIC.
Date of Amending Deed	See Signing page	

Amending Deed

Deutsche Global Equity Thematic Fund

General terms

1 Interpretation

These meanings apply unless the contrary intention appears:

Effective Date means the date on which a copy of this deed is lodged with ASIC under section 601GC(2) of the Corporations Act.

2 Amendments

As from the Effective Date, the Constitution is varied as follows:

- All references to Scudder, Stevens & Clark, Inc. are replaced with references to Deutsche Bank AG.
- The following new definition is inserted following the definition of "Assets":

"Associate of a person means another person who is associated with the first within the meaning of sections 10 to 17 of the Corporations Act 2001 (Commonwealth)."
- Clause 14 is deleted and the following clause inserted in its place:

"14 Retirement of Trustee

14.1 Retirement of Trustee

Despite any other law, the Responsible Entity may only retire as the Responsible Entity of a Trust in accordance with section 601FL of the Corporations Act 2001 (Commonwealth).

14.2 Name of Trust to be changed

- (a) If and when the Responsible Entity retires or is removed as the Responsible Entity of the Trusts, the new responsible entity must promptly take whatever action may be necessary to remove any words or any other letters, words or expressions which might express or imply an association with Deutsche Bank AG or any of its Associates from the title of the Trusts and this deed and such letters, words or expressions must not be used in any connection with the Trusts and this deed.

- (b) Clause 14.2(a) does not apply if the new responsible entity:
 - (i) is an Associate of the former responsible entity; or
 - (ii) obtains the consent of Deutsche Bank AG to not take the action set out in that clause.

14.3 Property vests in new responsible entity

On retirement the Responsible Entity must vest the Assets in the new responsible entity, and give the new responsible entity all books, documents, records and any other property held by or on behalf of the Responsible Entity relating to the Trusts."

3 Confirmation

The Constitution as amended by this amending deed is hereby confirmed.

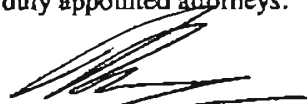
4 Governing law

This deed is governed by the law in force in New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that place.

Amending Deed Deutsche Global Equity Thematic Fund Signing page

DATED: _____

EXECUTED by DEUTSCHE)
ASSET MANAGEMENT)
(AUSTRALIA) LIMITED by its)
duly appointed attorneys:)



Signature of Attorney)

KATE PANCINO)

Name of Attorney (block letters))



Signature of Attorney)

Phillip R Maher)

Name of Attorney (block letters))

**Amending Deed
Deutsche Global Equity Thematic
Fund**

Deutsche Asset Management (Australia) Limited
ABN 11 076 098 596

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This amending deed

is made on 19th December 2006 by:

Deutsche Asset Management (Australia) Limited
ABN 11 076 098 596
of Level 21, 83 Clarence Street, Sydney (Manager)

Recitals

- A. The Deutsche Global Equity Thematic Fund (Fund) is a Unit Trust governed by a trust deed (Trust deed) dated 29 June 1999 as amended from time to time.
- B. Clause 16 of the Trust deed permits the Manager to amend the Trust deed.
- C. The Manager wishes to allow limited switches by unit holders to and from the Fund to the Deutsche Global Equity Thematic Fund (Fully Hedged). The Manager reasonably believes the amendment is not adverse to the rights of unit holders.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

In this amending deed, a word or phrase defined in the Trust deed has that defined meaning.

1.2 Interpretation

Clause 1 of the Trust deed applies to this amending deed.

2 Amendment to the Trust deed

2.1 Amendment

The Trust deed is amended by adding the flowing clause as 5.3 and renumbering clause 5.3 and 5.4 as clause 5.4 and 5.5 respectively.

2.2 Transfer and Switching of Scheme Assets

- (a) If agreed to by a Unit Holder and the Responsible Entity, the Responsible Entity may transfer Scheme Assets to the Unit Holder in satisfaction in whole or in part of a Withdrawal Request. The value of the Scheme Assets must be equal to the amount which would have been the Withdrawal Price (or part thereof) if paid in cash to that Unit Holder, less such part (if any) of the Expenses associated with that transfer as the Responsible Entity considers should be payable by the

Unit Holder.

- (b) If agreed by a Unit Holder and the Responsible Entity, the Responsible Entity may at its total discretion, and only in relation to amounts in excess of \$25,000, agree to a switch from or to another Deutsche Asset Management Thematic Fund managed by the Responsible Entity. Such switches are limited to no more than 2 in any 6 month period, and will not incur any Acquisition Expenses or Disposal Expenses.

2.3 Amendments not to affect validity, rights, obligations

- (a) An amendment to the Trust deed does not affect the validity or enforceability of the Trust deed.
- (b) Nothing in this amending deed:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Trust deed before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation arising under the Trust deed before the date of this amending deed.

2.4 Confirmation

The Trust deed as amended by this amending deed is hereby confirmed.

3 General

3.1 Governing law and jurisdiction

- (a) This amending deed is governed by the laws of New South Wales.
- (b) The Manager irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

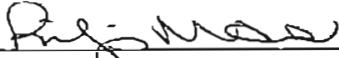
3.2 Further assurances

The Manager must do all things and execute all further documents necessary to give full effect to this amending deed.

Executed as a deed:

**Signed sealed and delivered by
Deutsche Asset Management (Australia) Limited**

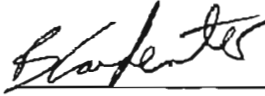
by:



Company Secretary/Director

Phillip R Maher

Name:



Director

BRENDAN CARPENTER.

Name:

**Amending Deed
Deutsche Global Equity Thematic
Fund**

Deutsche Asset Management (Australia) Limited
ABN 11 076 098 596

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This amending deed

is made on 19 December 2006 by:

Deutsche Asset Management (Australia) Limited
ABN 11 076 098 596
of Level 21, 83 Clarence Street, Sydney (Manager)

Recitals

- A. The Deutsche Global Equity Thematic Fund (Fund) is a Unit Trust governed by a trust deed (Trust deed) dated 29 June 1999 as amended from time to time.
- B. Clause 16 of the Trust deed permits the Manager to amend the Trust deed.
- C. The Manager wishes to allow limited switches by unit holders to and from the Fund to the Deutsche Global Equity Thematic Fund (Fully Hedged). The Manager reasonably believes the amendment is not adverse to the rights of unit holders.

This deed witnesses

1 Definitions and Interpretation

1.1 Definitions

In this amending deed, a word or phrase defined in the Trust deed has that defined meaning.

1.2 Interpretation

Clause 1 of the Trust deed applies to this amending deed.

2 Amendment to the Trust deed

2.1 Amendment

The Trust deed is amended by adding the flowing clause as 5.3 and renumbering clause 5.3 and 5.4 as clause 5.4 and 5.5 respectively:

2.2 Transfer and Switching of Scheme Assets

- (a) If agreed to by a Unit Holder and the Responsible Entity, the Responsible Entity may transfer Scheme Assets to the Unit Holder in satisfaction in whole or in part of a Withdrawal Request. The value of the Scheme Assets must be equal to the amount which would have been the Withdrawal Price (or part thereof) if paid in cash to that Unit Holder, less such part (if any) of the Expenses associated with that transfer as the Responsible Entity considers should be payable by the

Unit Holder.

- (b) If agreed by a Unit Holder and the Responsible Entity, the Responsible Entity may at its total discretion, and only in relation to amounts in excess of \$25,000, agree to a switch from or to another Deutsche Asset Management Thematic Fund managed by the Responsible Entity. Such switches are limited to no more than 2 in any 6 month period, and will not incur any Acquisition Expenses or Disposal Expenses.

2.3 Amendments not to affect validity, rights, obligations

- (a) An amendment to the Trust deed does not affect the validity or enforceability of the Trust deed.
- (b) Nothing in this amending deed:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Trust deed before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation arising under the Trust deed before the date of this amending deed.

2.4 Confirmation

The Trust deed as amended by this amending deed is hereby confirmed.

3 General

3.1 Governing law and jurisdiction

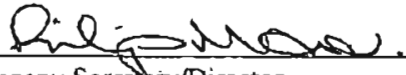
- (a) This amending deed is governed by the laws of New South Wales.
- (b) The Manager irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

3.2 Further assurances

The Manager must do all things and execute all further documents necessary to give full effect to this amending deed.

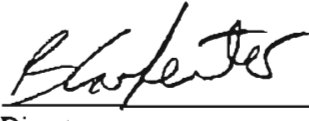
Executed as a deed:

**Signed sealed and delivered by
Deutsche Asset Management (Australia) Limited**
by:



Company Secretary/Director
Phillip R Maher

Name:



Director
BRENDAN CARPENTER

Name:

**Amending Deed
Deutsche Global Equity Thematic
Fund**

Deutsche Asset Management (Australia) Limited
ABN 11 076 098 596

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This amending deed

is made on 19 December 2006 by:

Deutsche Asset Management (Australia) Limited

ABN 11 076 098 596

of Level 21, 83 Clarence Street, Sydney (Manager)

Recitals

- A. The Deutsche Global Equity Thematic Fund (Fund) is a Unit Trust governed by a trust deed (Trust deed) dated 29 June 1999 as amended from time to time.
- B. Clause 16 of the Trust deed permits the Manager to amend the Trust deed.
- C. The Manager wishes to allow limited switches by unit holders to and from the Fund to the Deutsche Global Equity Thematic Fund (Fully Hedged). The Manager reasonably believes the amendment is not adverse to the rights of unit holders.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

In this amending deed, a word or phrase defined in the Trust deed has that defined meaning.

1.2 Interpretation

Clause 1 of the Trust deed applies to this amending deed.

2 Amendment to the Trust deed

2.1 Amendment

The Trust deed is amended by adding the flowing clause as 5.3 and renumbering clause 5.3 and 5.4 as clause 5.4 and 5.5 respectively:

2.2 Transfer and Switching of Scheme Assets

- (a) If agreed to by a Unit Holder and the Responsible Entity, the Responsible Entity may transfer Scheme Assets to the Unit Holder in satisfaction in whole or in part of a Withdrawal Request. The value of the Scheme Assets must be equal to the amount which would have been the Withdrawal Price (or part thereof) if paid in cash to that Unit Holder, less such part (if any) of the Expenses associated with that transfer as the Responsible Entity considers should be payable by the

Unit Holder.

- (b) If agreed by a Unit Holder and the Responsible Entity, the Responsible Entity may at its total discretion, and only in relation to amounts in excess of \$25,000, agree to a switch from or to another Deutsche Asset Management Thematic Fund managed by the Responsible Entity. Such switches are limited to no more than 2 in any 6 month period, and will not incur any Acquisition Expenses or Disposal Expenses.

2.3 Amendments not to affect validity, rights, obligations

- (a) An amendment to the Trust deed does not affect the validity or enforceability of the Trust deed.
- (b) Nothing in this amending deed:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Trust deed before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation arising under the Trust deed before the date of this amending deed.

2.4 Confirmation

The Trust deed as amended by this amending deed is hereby confirmed.

3 General

3.1 Governing law and jurisdiction

- (a) This amending deed is governed by the laws of New South Wales.
- (b) The Manager irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

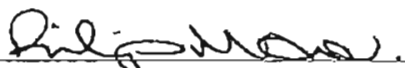
3.2 Further assurances

The Manager must do all things and execute all further documents necessary to give full effect to this amending deed.

Executed as a deed:

**Signed sealed and delivered by
Deutsche Asset Management (Australia) Limited**

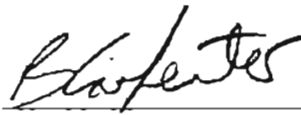
by:



Company Secretary/Director

Phillip R Maher

Name:



Director

BRENDAN CARPENTER

Name:

Amending Deed Deutsche Global Equity Thematic Fund

Deutsche Asset Management (Australia) Limited
ABN 11 076 098 596

Freehills

MLC Centre Martin Place Sydney New South Wales 2000 Australia
Telephone +61 2 9225 5000 Facsimile +61 2 9322 4000
www.freehills.com DX 361 Sydney

SYDNEY MELBOURNE PERTH BRISBANE SINGAPORE
Correspondent Offices HANOI HO CHI MINH CITY JAKARTA KUALA LUMPUR

Reference PJSR:TH:25E

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This amending deed

is made on *16 September* 2005 by:

Deutsche Asset Management (Australia) Limited

ABN 11 076 098 596

of Level 19, 83 Clarence Street, Sydney (Responsible Entity)

Recitals

- A. The Responsible Entity executed a trust deed constituting the Deutsche Global Equity Thematic Fund on 13 September 1996 which became the constitution of the trust on its registration as a managed investment scheme with the Australian Securities and Investments Commission (**Constitution**).
- B. Clause 16 of the Constitution and section 601GC(1)(b) of the Corporations Act 2001 permit the Responsible Entity to amend the Constitution if the Responsible Entity reasonably believes the amendments are not adverse to the rights of Unit Holders.
- C. The Responsible Entity wishes to amend the Constitution as set out in this deed.
- D. The amendments to the Constitution set out in this amending deed will be effective upon lodgement of a copy of this amending deed with the Australian Securities and Investments Commission under section 601GC(2).

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

In this deed, a word or phrase defined in the Constitution has that defined meaning.

1.2 Interpretation

Clause 1.2 of the Constitution applies to this deed.

2 Operation of this amending deed

Clause 3 of this amending deed takes effect upon lodgement of a copy of this amending deed with the Australian Securities and Investments Commission under section 601GC(2).

3 Amendment to the Constitution

3.1 Amendment

The Constitution is amended by:

- (a) in the definition of **Current Value** in clause 1.1(a):
 - (1) inserting “(but not including assets of the Trust that are derivative instruments used for hedging)” after “Assets”; and
 - (2) inserting “but excluding any liability to Unit Holders as members which represents Units on issue and excluding liabilities that are derivative instruments used for hedging” after “made”;
- (b) adding the new clause 4.6 to clause 4 by inserting after clause 4.5:

“4.6 Restrictions on issue of Units

Notwithstanding anything in this deed to the contrary, the Responsible Entity may not issue Units after the 80th anniversary of the Trust’s establishment.”;
- (c) in clause 7.2, deleting “(in accordance with generally accepted accounting principles and practices which apply to trusts)”;
- (d) in clause 17.1, deleting the paragraph (a);
- (e) renumbering clause 17.1(b) as clause 17.1(a); and
- (f) renumbering clause 17.1(c) as clause 17.1(b).

3.2 Amendments not to affect validity, rights, obligations

- (a) An amendment to the Constitution does not affect the validity or enforceability of the Constitution.
- (b) Nothing in this deed:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Constitution before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation arising under the Constitution before the date of this deed.

3.3 Confirmation

The Constitution as amended by this deed is hereby confirmed.

4 General

4.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales.
- (b) The Responsible Entity irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

4.2 Further assurances

The Responsible Entity must do all things and execute all further documents necessary to give full effect to this deed.

Executed as a deed:

**Signed sealed and delivered by
Deutsche Asset Management (Australia) Limited**

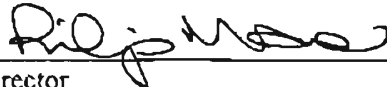
by:



Secretary/Director

IAN THOMPSON

Name (please print)



Director

PHILLIP RAYMOND MAHER

Name (please print)