

**LUTHERAN CHURCH OF AUSTRALIA  
STAFF SUPERANNUATION FUND  
("Lutheran Super")**

**DEED OF AMENDMENT**

**LCA NOMINEES PTY LTD  
ACN 008 204 939  
("the Trustee")**

**AND**

**THE LUTHERAN CHURCH OF AUSTRALIA INCORPORATED  
ABN 36 763 133 867  
("the Principal Employer")**

THIS DEED OF AMENDMENT is made the 29<sup>th</sup> day of NOVEMBER 2013

**BETWEEN** LCA NOMINEES PTY LTD ACN 008 204 939 of 197 Archer Street, North Adelaide 5006 in the State of South Australia ("**the Trustee**")

**AND** THE LUTHERAN CHURCH OF AUSTRALIA INCORPORATED ABN 36 763 133 867 of 197 Archer Street, North Adelaide 5006 in the said State of South Australia ("**the Principal Employer**")

## RECITALS

- A. The Trustee is the Trustee and the Principal Employer is the Principal Employer in relation to **LUTHERAN SUPER ("the Fund")** which Fund is COMPELLED BY THE VARIATION Deed of Amendment and Consolidation made the 10<sup>th</sup> day of September 2013 ("**the Deed**").
- B. Clause 37 of the Deed provides for the variation of the Deed. 02/12/2013 11:18:42 8L662.1  
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EXEMPT / NOT CHARGEABLE
- C. The Trustee is desirous of amending clause 10.5A.5 of the Deed on the terms and conditions hereinafter appearing.
- D. The Principal Employer as Principal Employer in relation to the Fund has consented to the variation to the Deed as evidenced by its execution of this Deed.
- E. The Trustee has formed the opinion that the amendment hereby effected is authorised by Clause 37 of the Deed and the Deed generally.

## TERMS OF DEED

### 1. RECITALS

The Trustee and the Principal Employer **HEREBY DECLARE** that the recitals hereto are true and correct in every material particular and shall form part of this deed.

### 2. PRINCIPAL EMPLOYER'S CONSENT

The Principal Employer **HEREBY CONSENTS** to the variation to the Deed hereby effected as evidenced by its execution hereof.

### 3. TRUSTEE'S OPINION

The Trustee **HEREBY DECLARES** that it has formed the opinion that the variation to the Deed hereby effected is authorised by Clause 37 of the Deed and the Deed generally.

4. **AMENDMENT**

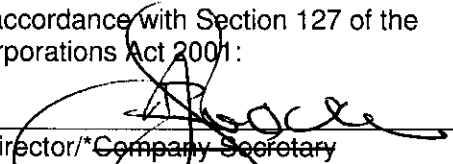
The Trustee pursuant to its powers under Clause 37 of the Deed and in the exercise of every other power enabling it in that behalf hereby deletes Clause 10.5A.5 of Division A of the Deed and replaces it with the following new clause:

"10.5A.5 The amount standing to credit of the Operational Risk Reserve from time to time shall only be applied for purposes authorised by the Act."

**EXECUTED** as a deed

**EXECUTED** by  
**LCA NOMINEES PTY LTD**  
**ACN 008 204 939**

in accordance with Section 127 of the Corporations Act 2001:

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**JOHN GROCKE**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)

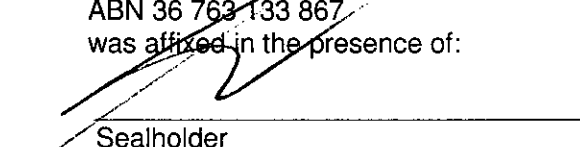
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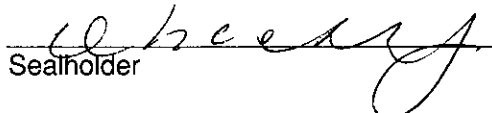
  
\_\_\_\_\_  
Director

**JOHN NIELD**  
\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

**THE COMMON SEAL** of  
**THE LUTHERAN CHURCH**  
**OF AUSTRALIA INCORPORATED**

ABN 36 763 133 867  
was affixed in the presence of:

  
\_\_\_\_\_  
Sealholder

  
\_\_\_\_\_  
Sealholder

