

**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 29th 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 ("the Principal Employer")  
COMMISSIONER OF STATE TAXATION

**RECITALS**

S.A. STAMP DUTY PAID  
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A. The Trustee is the Trustee and the Principal Employer is ~~THE PRINCIPAL EMPLOYER~~ in relation to LUTHERAN SUPER ("the Fund") originally known as Lutheran Church of Australia Staff Superannuation Fund which was established by a deed made the 18<sup>th</sup> day of December 1987 now constituted by a deed of amendment and consolidation made the day of 2013 the said deed hereinafter called "the Deed".

B. Clause 37 of the Deed provides as follows:

**"VARIATION OF TRUST DEED**

37. The provisions of this Deed may be added to, amended, altered, modified, rescinded or varied (hereinafter called "Variation") from time to time by the Trustee, only with the consent of the Trustee and the Principal Employer on the following basis:

**37.1 Resolution or Deed**

The Variation shall be:

37.1.1 by oral declaration or written resolution of the Trustee and the Principal Employer, and a certified copy of minutes of a meeting of the Trustee and of the Principal Employer confirming any such oral declaration or a certified copy of any such written resolution shall be furnished to the Commissioner if required by the Commissioner; or

37.1.2 by Deed executed by the Trustee and the Principal Employer.

**37.2 Notice**

On any Variation being effected the Trustee shall as soon as practicable thereafter advise the Members of the Fund, if required by the Act, of the nature and purpose of the Variation and the effect (if any) on their entitlements.

**37.3 Limitation of Variation**

No Variation shall have the effect of:

37.3.1 producing or adversely affecting the accrued Benefit payable to any Member or Beneficiary in the Fund at the date of the Variation without either the written consent of those Members of the Fund who are required to consent by the

Commissioner or the Act or the written approval of the Commissioner;

37.3.2 permitting a Benefit to be paid to a Member in circumstances where such a payment would prevent the Fund from qualifying for concession or taxation status pursuant to the provisions of the act; or

37.3.3 varying the characteristics of the My Super Product such that it no longer satisfies the My Super Rules.

(d) **No Variation contrary to the Act**

Notwithstanding any other provision of this Deed and of this Clause 37 this Deed may not be added to, amended, altered, modified, rescinded or varied if that were to be contrary to the Act. Section 35B of the Trustee Act (SA) shall not apply to this Deed."

- C. The Trustee is desirous of amending the Deed to provide for Members to be able to access financial advice with respect to their interest in the Fund and to provide for the fees and charges associated with such advice to be deducted from the Member's interest in the Fund.
- D. The Principal Employer as Principal Employer in relation to the Fund has consented to the variation to the Deed hereby effected as evidenced by its execution of this Deed.
- E. The Trustee has formed the opinion that the amendments hereby effected are 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 variations 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 variations to the Deed hereby effected are 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 does hereby amend the Deed as follows:

4.1. By the addition of a new Clause 10.3.13 to Division A as follows:

"10.3.13 fees and charges raised for financial advice provided to a Member in accordance with Clause 19.4.4."

4.2. By the addition of a new Clause 19.4.4 to Division A as follows:

"19.4.4 A Member may seek financial advice with respect to their Interest in the Fund on such terms as may be agreed with the Trustee and a financial adviser and the fees and charges of such financial advice may be charged against the Member's Accumulation Account, Additional Employer Account, Pension Account or such other Member account as may be agreed from time to time."

4.3. By deleting Clause 1.1.4 of Division C and replacing it with the following new Clause 1.1.4:

"1.1.4 the Member's share of the charge for expenses including fees and charges raised for financial advice provided to the Member in accordance with Clause 19.4.4 of Division A."

4.4. By deleting Clause 1.1.4 of Division D and replacing it with the following new Clause 1.1.4:

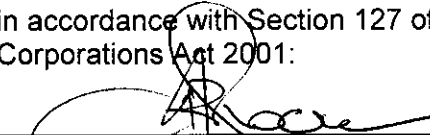
"1.1.4 the Member's share of the charge for expenses including fees and charges raised for financial advice provided to the Member in accordance Clause 19.4.4 of Division A."

4.5. By the addition of a new Clause 6.2.6 to Division E as follows:

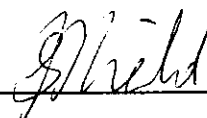
"6.2.6 fees and charges raised for financial advice provided to the Member in accordance with Clause 19.4.4 of Division A."

**EXECUTED as a deed**

**EXECUTED by  
LCA NOMINEES PTY LTD  
ACN 008 204 939**  
in accordance with Section 127 of the  
Corporations Act 2001:

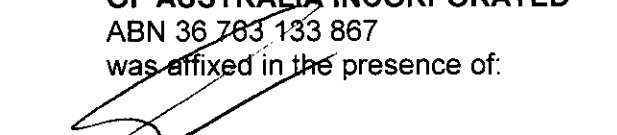
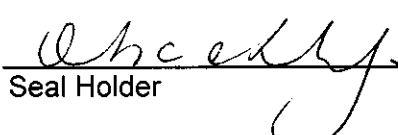
  
\_\_\_\_\_  
\*Director/\*Company Secretary

JOHN GROCKE  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)  
\*please delete as appropriate

  
\_\_\_\_\_  
Director

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

**THE COMMON SEAL of  
THE LUTHERAN CHURCH  
OF AUSTRALIA INCORPORATED**  
ABN 36 783 133 867  
was affixed in the presence of:

  
\_\_\_\_\_  
Seal Holder  
  
\_\_\_\_\_  
Seal Holder

