

DEED AMENDMENT

**LUTHERAN CHURCH OF AUSTRALIA
STAFF SUPERANNUATION FUND**

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

AND

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

THIS DEED AMENDMENT is made on the 16th day of December 2015.

BETWEEN

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

AND

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

RECITALS

- A. The Trustee is the Trustee and the Principal Employer is the Principal Employer in relation to **LUTHERAN CHURCH OF AUSTRALIA STAFF SUPERANNUATION FUND (Fund)** being a fund established by a Deed made 18 December 1987 and which, at the date of this Deed, is constituted by a Deed of Amendment and Consolidation made the 10th day of September 2013 (**Deed**).
- B. Clause 37 of the Deed provides for the amendment of the Deed by the Trustee with the consent of the Principal Employer.
- C. The Trustee is desirous of amending the Deed to provide a three year sunset period for certain insurance claims to be made by Members with respect to insurances held by the Trustee in order to provide more cost effective insurance for members.
- D. The Principal Employer has consented to the amendments to the Deed as testified to by its execution of this Deed.

COMMISSIONER OF STATE TAXATION
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TERMS OF DEED

1. RECITALS

The parties hereby mutually acknowledge and agree that the Recitals hereto are true and correct in every material particular and shall form part of this Deed.

2. PRINCIPAL EMPLOYERS CONSENT

The Principal Employer hereby consents to the amendments to the Deed as testified to by its execution of this Deed.

3. VARIATION OF DEED

3.1 Effective Date

The Trustee hereby declares that the amendments to the Deed hereby effected shall only take effect as from the date of effect (**Effective Date**) under Significant Event Notices to be provided to certain Members of the Fund about this deed to the intent that the changes hereby effected shall only apply with respect to the occurrence of an insured event after the Effective Date.

3.2 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:

3.2.1 Clause 31.4 of Division A of the Deed is amended by the existing provision being described as clause 31.4.1 and by the addition of a new clause:

"31.4.2 Notwithstanding the terms and conditions of any Policy the Trustee shall not be obligated to pay the insurance component of any Total and Permanent Disablement benefit or any Temporary Total Disablement benefit where the insured Member has not provided notice to the Trustee of their claim for insurance within three years of the Incident Date, or in the case of multiple Incident Dates, the earliest Incident Date which is insured under the Policy."

3.2.2 Clause 5 of Division B is amended by the addition of a new clause 5.5:

"5.5 Three year claim period

Notwithstanding this Clause 5 and the provision for the payment of insured amounts on account of the Total and Permanent Disablement or Temporary Total Disablement of a Member the Trustee shall not be required to pay any Temporary Total Disablement benefit or the insurance component of a Total and Permanent Disablement benefit where the insured Member has failed to notify the Trustee of a claim for the payment of insurance proceeds under the applicable Policy within three years of the Incident Date, or in the case of multiple Incident Dates, the earliest Incident Date, which is insured under the Policy."

3.2.3 A new clause 11B is added to Division D:

"11B Three year claim period: Category C1

Notwithstanding clauses 11 and 11A and the provision for the payment of insured amounts on account of the Total and Permanent Disablement or Temporary Total Disablement of a Category C1 Member, the Trustee shall not be required to pay any Temporary Total Disablement benefit or the insurance component of a Total and Permanent Disablement benefit where the insured Member (Category C1 only) has failed to notify the Trustee of a claim for the payment of insurance proceeds under the applicable Policy within three years of the Incident Date, or in the case of multiple

Incidents Dates, the earliest Incident Date, which is insured under the Policy."

EXECUTED as a Deed

EXECUTED by
LCA NOMINEES PTY LTD ACN 008 204 939 in accordance with section 127(1) of the Corporations Act 2001:

Signature of ~~Self~~ Director* / Director* / Secretary*

JOHN CRACKE

Name
(*delete inapplicable)

Signature of Director

ANTHONY KLATT

Name

THE COMMON SEAL of the LUTHERAN CHURCH OF AUSTRALIA INCORPORATED ABN 36 763 133 067 was affixed in the presence of:

Seal holder

Seal holder

