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Date 24 / 02 / 16

Amending Deed

The Trust Company (Superannuation) Limited
ABN 49 006 421 638

LESF Super

Amending Deed

Dated 24 / 02 / 16

Parties

Name	The Trust Company (Superannuation) Limited ABN 49 006 421 638
Address	Level 20, 357 Collins Street, Melbourne, Victoria
Short name	Trustee

Background

- A. By a declaration of trust dated 1 May 1989 (**Trust Deed**), LESF Super (formerly the Law Employees Superannuation Fund) (**the Fund**) was established.
- B. The Trustee was appointed as trustee of the Fund on 22 September 2014 and is the current trustee of the Fund.
- C. The Trust Deed has been amended from time to time.
- D. By Clause 54 the Trustee may by resolution or by written instrument amend, alter, vary, modify or delete any provisions of the Trust Deed with immediate, prospective or, to the extent allowed by law and with retrospective effect from time to time, subject to certain restrictions set out in clause 54.
- E. The Trustee wishes to amend the Trust Deed in the manner set out in this Deed with effect from the Effective Date.
- F. The Trustee is satisfied that the amendments effected by this Deed comply with Clause 54 of the Trust Deed.

Operative provisions

1. Amendment and Variation

Pursuant to the power conferred on the Trustee by Clause 54 of the Trust Deed and all other powers enabling it to do so, the Trustee hereby amends, alters, varies and modifies the Trust Deed by inserting a new clause 47A, immediately after clause 47 of the Trust Deed, as follows:

47A Non-lapsing death benefit directions

- (a) *The Trustee may offer a Member the opportunity to enter into a death benefit agreement with the Trustee which will be taken to override any*



Binding Death Benefit Nomination of the Member or nomination of a Reversionary Beneficiary.

- (b) *Under a death benefit agreement the Member, with the Trustee's consent, will be entitled to determine who will receive their death benefit after their death.*
- (c) *A death benefit agreement can be offered on such terms and conditions as the Trustee determines from time to time and can be offered in respect of each different interest of the Member in the Fund (where applicable).*
- (d) *If the death benefit agreement provides for the payment of a death benefit in a manner which is inconsistent with the Superannuation Law the Trustee will pay that part of the death benefit that relates to the part of the agreement that does not comply with the Superannuation Law in accordance with clauses 46 and 47.*

2. Effective Date

This Deed takes effect on and from 26 February 2016.

3. Definitions

Unless the context otherwise requires, words and expressions defined in the Trust Deed when used in this Deed have the meanings given in the Trust Deed.

4. Governing Law

This Deed is governed by the laws of Victoria.

