



HERBERT
SMITH
FREEHILLS

Deed of Amendment ING Direct Superannuation Fund

ABN 13 355 603 448

Diversa Trustees Limited
ABN 49 006 421 638

ING Bank (Australia) Limited
ABN 24 000 893 292



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Deed of Amendment

Date ▶ 18th January 2017

Between the parties

Trustee	Diversa Trustees Limited ABN 49 006 421 638 of Level 20, 357 Collins Street, Melbourne VIC 3000 (Trustee)
Promoter	ING Bank (Australia) Limited ABN 24 000 893 292 of 140 Sussex Street, Sydney NSW 2000 (Promoter)

Recitals	<ol style="list-style-type: none">1 The superannuation fund known as the ING Direct Superannuation Fund (Fund) was established by a trust deed dated 13 June 2012 as amended from time to time (Trust Deed).2 The Trustee is the trustee of the Fund.3 Under clause 15.1(a) of the Trust Deed, the Trustee may amend the Trust Deed if certain conditions are met.4 The Trustee wishes to amend the Trust Deed in the manner set out in this deed of amendment.5 The Trustee is satisfied that the conditions in clause 15 of the Trust Deed are met.6 This deed of amendment shall be construed only as operating to amend the Trust Deed and not as establishing a new or different superannuation fund.
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1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this document are set out below.

Term	Meaning
Effective Date	the date of execution of this deed of amendment.

1.2 Interpretation

In this deed, the interpretation provided in the Trust Deed has the same interpretation when used in this deed of amendment.

1.3 Trust Deed definitions

Unless otherwise defined in this deed of amendment, a word or phrase defined in the Trust Deed has the same meaning when used in this deed of amendment.

2 Operative time

This deed of amendment takes effect on and from the Effective Date.

3 Amendment to the Trust Deed

3.1 Amendments

The Trust Deed is amended in respect of members who die after the Effective Date as follows:

- (a) Clause 13.7(h) of the Trust Deed is replaced with the following:
 - (h) If a Member does not provide a valid Nomination or valid Discretionary Request, the Trustee must pay or apply the Death Benefit of the Member to or for the benefit of:
 - (1) the Dependants of the Member; and/or
 - (2) the Legal Personal Representative of the Member,in the form, manner, proportions and subject to the conditions determined by the Trustee.
- (b) Clause 13.7(j) of the Trust Deed is replaced with the following:
 - (j) Where the whole or part of a Death Benefit is payable and either:



- (1) none of the previous clauses apply in relation to the whole or the part; or
- (2) the Trustee is unable to identify a Dependant or Legal Personal Representative of the Member after such inquiries and such period as the Trustee considers reasonable,

the Trustee may pay or apply the Death Benefit otherwise payable to any other person or persons or in any other manner that is permissible under the Relevant Law.

3.2 Effective time for amendments

The amendments contained in clause 3.1 of this deed take effect on and from the Effective Date.

3.3 Confirmation

On and with effect from the Effective Date, each party is bound by the Trust Deed as amended by this deed.

Robert Good

4 General

4.1 No effect on accrued benefits

Nothing in this deed of amendment reduces, or adversely alters, the amount of a benefit payable to or in respect of a Member, or the rights or interests of a Member in relation to an entitlement accrued at the Effective Date.

4.2 No resettlement of trust

This deed of amendment will be construed only as operating to amend the Trust Deed and not establishing a new or different trust.

4.3 Governing law and jurisdiction

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

4.4 Further action

Each party must do all things and execute all further documents necessary to give full effect to this deed.



Signing page

Executed as a deed

Executed by
Diversa Trustees Limited ABN 49
006 421 638 in accordance with section
127(1) of the *Corporations Act 2001* (Cth).

sign here ► 
Company Secretary/Director

print name **Robert Good**

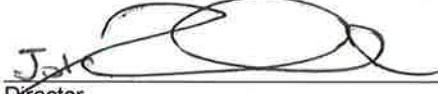
sign here ► 
Director

print name **MARK NICHOLAS CORCHE**

Signed sealed and delivered by
ING Bank (Australia) Limited
ABN 24 000 893 292
by

sign here ► 
Company Secretary/Director
Rod Saville

print name **Head of Legal and Compliance**
Company Secretary

sign here ► 
Director

print name **John Arnott**
Executive Director, Customers