

## **Deed of Amendment**

**Of Crescent Wealth Superannuation Fund Trust Deed**

## DEED OF AMENDMENT

This DEED is made on 25 September 2014:

By: **CCSL Limited ABN 51 104 967 964** of Suite 710, Level 7, 530 Little Collins Street, Melbourne Victoria (the *Trustee*)

### RECITALS

- A. The Trustee constituted the Fund by a deed dated 9 October 2012 (the *Trust Deed*).
- B. Having regard to its power in clause 24.1 of the Trust Deed, the Trustee wishes to amend the Trust Deed to clarify that the Trustee may accept into a Division of the Fund transfers of money or assets from another Superannuation Entity as a successor fund transfer.
- C. The Trustee reasonably considers the amendments to the Trust Deed as contained in this Deed of Amendment will not have the effect of adversely altering a beneficiary's right or claim to accrued benefits or the amount of those accrued benefits.

### OPERATIVE PROVISIONS

- 1. Unless specifically provided herein, the terms defined in the Trust Deed shall, when used in this Deed of Amendment, have the same meaning as in the Trust Deed, and the rules of interpretation applicable to the Trust Deed shall also apply to this Deed of Amendment.
- 2. This Deed of Amendment shall be governed by the same laws as govern the Trust Deed.
- 3. This Deed of Amendment shall be construed only as operating to amend the Trust Deed and not as establishing a new or different trust or superannuation fund. The Trust Deed, as hereby amended, shall continue with full force and effect and shall be read and construed as one with this Deed of Amendment.
- 4. Notwithstanding any other provision in this Deed of Amendment to the contrary, if any amendment contained in this Deed of Amendment is not consistent with, or breaches the restrictions on the Trustee's amending power in clause 24 of the Trust Deed or otherwise breaches the Superannuation Law, that amendment shall have no effect and the provisions purported to be amended shall continue to be determined in accordance with the provisions of the Trust Deed as they existed prior to the date of the amendment.

5. Effective on the date of this Deed of Amendment:

- (i) Clause 1.1 of the Trust Deed is amended by inserting the following new definition of *Successor Fund* immediately following the definition of *Sponsor*:

**"Successor Fund** has the same meaning as in the Superannuation Law."

- (ii) Sub-clause 7.1(a) of the Trust Deed is deleted and is replaced with the following new sub-clause 7.1(a):

"(a) moneys or assets (whether in the form of cash, in specie transfer or any other form) from another Superannuation Entity under an arrangement with the trustee, an employer or member of that Superannuation Entity in respect of a person: (i) who proposes to become a Member of the Division of the Fund, or (ii) where it is proposed that the person become a Member of the Division of the Fund, or (iii) who is a Member of the Division of the Fund, including by accepting a transfer of money or assets from another Superannuation Entity where the Fund is a Successor Fund to that Superannuation Entity;"

- (iii) Rule 2.1(a) of Schedule 2 – Personal Division Rules is amended by adding to the end of that Rule the following new Rule 2.1(a)(v):

"(v) if the Trustee receives and accepts a transfer made by another Superannuation Entity in respect of the person where the Fund is a Successor Fund to that Superannuation Entity."

#### Executed as a Deed

EXECUTED by CCSL LIMITED in  
accordance with s.127(1) of the  
*Corporations Act 2001*



Director / Secretary

MARK NICHOLAS CERECHE

Name of Director / Secretary

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Director



Name of Director