

# Amending Deed

**The Church of Jesus Christ of Latter-day Saints Australia**

**The Trustee**

Lander & Rogers  
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Ref: POH: 2021672

Amending deed  
Deseret Benefit Plan for Australia

Date: 20 November 2012

**PARTIES**

**The Church of Jesus Christ of Latter-day Saints Australia**, ACN 114 483 091, of 756 Pennant Hills Road, Carlingford NSW (**Principal Employer**)

and

**The Trustee**

**RECITALS**

- A. The Principal Employer and the Trustee are the current 'Principal Employer' and 'Trustee', respectively, of the Deseret Benefit Plan for Australia (**Plan**) established by a trust deed dated 14 March 1978, as amended from time to time (**Deed**).
- B. Clause 1.25 of the Deed allows the Trustee, with the agreement of the Principal Employer, to alter the Deed from time to time provided that certain requirements (which are set out in clause 1.25) are met.
- C. The Principal Employer has given notice to the Trustee under clause 1.13(b) of the Deed that the Plan will be closed to new Category A Members from the Closure Date.
- D. To effect the closure of the Plan, the Trustee wishes to alter certain provisions of the Deed and the Principal Employer joins in this deed to evidence its agreement.
- E. The Trustee and the Principal Employer are satisfied that the alterations made by this deed meet the requirements of clause 1.25 of the Deed and are permitted under the Relevant Law.
- F. As evidenced by the certificate annexed to this deed, the Actuary has certified in the terms required by clause 1.25(2) of the Deed.

**This deed witnesses** that in consideration of, among other things, the mutual promises contained in this deed, the parties agree as follows:

**1. INTERPRETATION**

- (a) In this deed, Trustee means the persons in Schedule 1 to this deed.
- (b) Unless the contrary intention appears, any word used in this deed which is defined in the Deed shall have the meaning attributed to it in the Deed.

**2. EFFECTIVE DATE**

The Deed is amended as set out in this deed with effect from 1 January 2013.

**3. AMENDMENTS**

(a) The following new definition is inserted in proper alphabetical order in clause 1.1:

'**Closure Date** means 1 January 2013 which is the date on which no Employee can be admitted as a new Category A Member.'

(b) The definition of Eligible Employee in clause 1.1 is amended to read as follows:

'**Eligible Employee** means:

- (1) an Employee, who the Employer notifies the Trustee, is for the time being eligible for membership of the Plan; or
- (2) an Employee who falls within a class of Employees which the Employer has determined is for the time being eligible for membership of the Plan,

but on and after the Closure Date, no Employee will be eligible to become a new Category A Member.'

(c) Clause 2.1(a)(3) is amended to read as follows:

'Until the Closure Date, a Category C Member can only become a Category A member pursuant to clause 4.3(d) on the terms and conditions determined by the Trustee and cannot become a Category A Member on and after the Closure Date.'

(d) Clause 2.1(a)(4) is amended to read as follows:

'Until the Closure Date, an Employee who has made a valid choice for the Employer to make future superannuation contributions to another superannuation fund pursuant to clause 1.19(m)(1) and who has subsequently ceased to be a Member, can only become a Category A Member on the terms and conditions determined by the Trustee but cannot become a Category A Member on and after the Closure Date.'

(e) The following new clause 2.1(a)(5) is inserted after clause 2.1(a)(4):

'Notwithstanding any other provision of this Deed, on and after the Closure Date no Employee is to be admitted as a new Category A Member unless the Principal Employer and the Trustee agree.'

**EXECUTED AS A DEED**

THE COMMON SEAL of The Church of Jesus Christ of Latter-day Saints Australia was affixed in the presence of: ) )



Signature of director

*MARK ALLEN*

Name of director (please print)

Signature of director

*PAUL GEORGE GRAY*

Name of director (please print)

Signed sealed and delivered by )  
Mark Allen in the presence of: )

A.K. Debchi  
Witness (signature)

[Signature]  
Mark Allen (signature)

ALICE KATHLEEN DEBCHI  
Name of witness (please print)

Signed sealed and delivered by )  
Lynette Hunt in the presence of: )

A.K. Debchi  
Witness (signature)

[Signature]  
Lynette Hunt (signature)

ALICE KATHLEEN DEBCHI  
Name of witness (please print)

Signed sealed and delivered by )  
Robert Jarvis in the presence of: )

A.K. Debchi  
Witness (signature)

[Signature]  
Robert Jarvis (signature)

ALICE KATHLEEN DEBCHI  
Name of witness (please print)

Signed sealed and delivered by )  
Paul George Gray in the presence of: )

A.K. Debchi  
Witness (signature)

[Signature]  
Paul George Gray (signature)

ALICE KATHLEEN DEBCHI  
Name of witness (please print)

## SCHEDULE 1 – Trustee

The following individual Trustees collectively constitute the Trustee of the Plan:

**Mark Allen**

8 Forum Crescent  
Baulkham Hills NSW 2153

**Lynette Hunt**

Street address: 1062C Grose Vale Road  
Kurrajong NSW 2758

Postal address: PO Box 202  
Kurrajong NSW 2758

**Robert Jarvis**

5 Bunyarra Drive  
Emu Plains NSW 2750

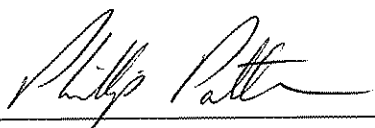
**Paul George Gray**

5 Chester Avenue  
Baulkham Hills NSW 2153

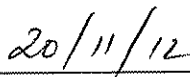
**ACTUARY'S CERTIFICATE**

I, PHILLIP PATTERSON, being a Fellow of the Institute of Actuaries of Australia, **HEREBY CERTIFY** that the alterations, additions and deletions of, from or to any of the provisions of the Deed of the **DESERET BENEFIT PLAN FOR AUSTRALIA** made by the amending deed to which this certificate is annexed will not:

- (a) reduce the value of the rights of any Member and any Member's Dependants secured by any contributions paid up to the date that the Deed is executed; nor
- (b) cause the primary purpose of the Plan to be other than the provision of old age pensions unless the Trustee of the Plan is a constitutional corporation.



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date