

**Deed of Variation**

**LifeFocus Superannuation Fund**

HWLEBSWORTH

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Ref: 216572

**Deed of Variation**

<b>Date</b>	6 December 2011
	CCSL Limited ABN 51 104 967 964 of Level 16, 114 William Street, Melbourne Vic 3000  (Trustee)
<b>Introduction</b>	
A.	The LifeFocus Superannuation Fund ( <b>Fund</b> ) was established by Deed dated 24 February 2003. The trust deed of the Fund as amended from time to time is referred to in this deed as the Trust Deed.
B.	The Trustee is the current trustee of the Fund. The Trustee replaced the former trustee of the Fund, Top Quartile Management Limited ABN 98 006 771 848, by Deed of Retirement and Appointment of New Trustee, dated 3 June 2008, with effect from 19 September 2008.
C.	The Trustee has power under Clause 22 of the Trust Deed to amend, alter, modify, add to or delete (collectively "vary") the provisions of the Trust Deed.
D.	The Trustee wishes to vary the Trust Deed in the manner set out in this deed ( <b>Deed of Variation</b> ).
E.	The variation is in accordance with the requirements specified in Clause 22 of the Trust Deed and the Trustee considers that the variation does not infringe the limitations set out in that Clause or adversely affect a member's right or claim to accrued benefits or the amount of those accrued benefits.
F.	By this Deed of Variation the Trustee is not intending to declare or create any new trust in relation to the Fund or to cause the transfer, vesting or accrual of property to or in any person.

**Operative provisions**

1. Variation of Trust Deed
  - (a) With effect from the date of this Deed of Variation, the Trust Deed is varied so that it reads as detailed in this Deed of Variation.
2. Confirmation
  - (a) The Trust Deed as varied by this Deed of Variation is confirmed and ratified in all other respects.
  - (b) The Trustee confirms that the variation:

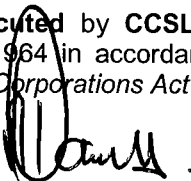
- (i) does not adversely affect a member's right or claim to accrued benefits or the amount of those accrued benefits in contravention of the Act (as defined in the Trust Deed); and
- (ii) is not intended to declare or create any new trust in relation to the Fund, or to cause the transfer, vesting or accrual of property to or in any person.


3. Severability

- (a) If anything in this Deed of Variation is unenforceable, illegal or void then it is severed and the rest of this Deed of Variation remains in force.

Executed as a Deed and delivered on the date shown on the first page.

Executed by CCSL Limited ABN 51 104 )  
 967 964 in accordance with section 127 of )  
 the Corporations Act 2001 (Cth): )

  
 .....  
 Director  
 VINCENT FARROTT  
 .....  
 (Print) Full Name

  
 .....  
 Director/Secretary  
 GARY V. WHITE  
 .....  
 (Print) Full Name

IT IS AGREED:

**1. Interpretation**

- a. Effective date means 6 December 2011 for all amendments under this Deed of Variation.

**2. Amendments**

- a. Pursuant to Clause 22 of the Trust Deed, the Trustee determines that as and from the Effective date the following variations shall apply to the Trust Deed:

(A) That Clause 6.2(a) of the Trust Deed is amended by adding the words "*or in arrears*" directly before the end of the second sentence.

(B) That a new Clause 6.2(d) is inserted in the Trust Deed to read:

*"6.2(d) The Trustee may waive the right to or defer receipt of any fees payable to it pursuant to clause 6.2."*

(C) That Clause 6.5 of the Trust Deed is renumbered to "*Clause 6.5(a)*".

(D) That a new Clause 6.5(b) is inserted into the Trust Deed:

*"6.5(b) The Trustee may enter into an arrangement with its service providers to waive the right to or defer receipt of any fees payable to a service provider including any payment payable to the Company or Administrator"*.

