Lander & Rogers
Lawyers

Deed of amendment

Date: 12th December 2018

Diversa Trustees Limited

ABN 49 006 421 638

as Trustee of

DIY Master Plan

Sydney

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THIS AMENDING DEED is made on 12th December 2018 by:

DIVERSA TRUSTEES LIMITED (ABN 49 006 421 638) the registered office of which is at Level 20, 357 Collins Street, Melbourne, Victoria, 3000 (**Trustee**)

RECITALS

A. By a deed of trust dated 27 April 2007 (**Trust Deed**) a superannuation fund known as DIY Master Plan (**Plan**) was established.

B. The Trust Deed has subsequently been amended by deeds of amendment made on 13 March 2009, 15 June 2015 and 16 December 2016.

C. The Trustee is the current trustee of the Plan.

D. The Trustee wishes to amend the Trust Deed in the manner set out in this deed (**Deed of Amendment**) pursuant to Rule 19 of the Trust Deed. The Trustee considers that the amendments do not adversely affect a member's right or claim to accrued benefits or the amount of those accrued benefits and the amendments otherwise comply with the requirements of Rule 19.

OPERATIVE PROVISIONS

With effect from the date of this deed the Trust Deed is amended as follows:

1. The first sentence in Rule 14.1 is deleted and replaced with the following:

> *"The Member may override this sub-rule by giving a binding nomination under Rule 14.2 or on a Non-Lapsing Nomination under Rule 14.3A."*

2. A new Rule 14.3A is inserted as follows:

> *"14.3A Non-Lapsing Nomination*
>
> *(a) Subject to the Relevant Law, a Member may make a Non-Lapsing Nomination in relation to the payment of a Benefit on the death of a Member provided that it complies with such requirements as to form and any other requirements that the Trustee considers to be appropriate.*
>
> *(b) To the extent permitted by the Relevant Law, the Trustee may give its consent to a Non-Lapsing Nomination and will indicate its consent to a Non-Lapsing Nomination, if it complies with the Trustee's requirements for a valid Non-Lapsing Nomination, by accepting the Member's Non-Lapsing Nomination*
>
> *(c) Any person or persons nominated in a Non-Lapsing Nomination must be either a Dependant and/or the legal personal representative of the Member.*
>
> *(d) If more than one person is nominated in a Non-Lapsing Nomination and one or more of the nominated persons dies before the Member, the Non-Lapsing Nomination will continue*

to apply to the remaining nominated person or persons and the share of the deceased nominated person or persons will be allocated to the surviving nominated person or persons in proportion to their respective shares of the Member's Benefit set out in the Non-Lapsing Nomination.

(e) A Non-Lapsing Nomination will cease to apply if:

(i) the Member revokes the Non-Lapsing Nomination in writing (which may be in electronic form) to the Trustee;

(ii) the Member replaces the Non-Lapsing Nomination with a new Non-Lapsing Nomination;

(iii) all the persons nominated under the Non-Lapsing Nomination pre-decease the Member.

(iv) the Non-Lapsing Nomination does not comply with the Relevant Law; or

(v) the Non-Lapsing Nomination is not sufficiently clear to allow the Trustee to pay a Benefit in accordance with the nomination.

(f) Subject to paragraph (e), the Trustee must pay a death Benefit in accordance with an accepted Non-Lapsing Nomination.

(g) If a Non-Lapsing Nomination ceases to apply and in the absence of a new Non-Lapsing Nomination or a Binding Nomination, the Trustee will pay the Benefit under Rule 14.1."

3. The following definition is inserted into Rule 22.1 in appropriate alphabetical order:

"Non-Lapsing Nomination" *means a written notice received from a Member which:*

(a) is in a form approved by the Trustee;

(b) nominates one or more of the Member's Dependants and/or legal personal representation to receive a Benefit on the death of the Member; and

(c) *sets out the proportion of the Benefit to be paid to the nominated person or to each of the nominated persons*.

EXECUTED AS A DEED

By DIVERSA TRUSTEES LIMITED)	
(ACN 49 006 421 638) pursuant to Section)	
127 of the Corporations Act:	
Signature of director	Signature of director/secretary
Murray Jones	Robert Good
Name of director (please print)	Name of director/secretary (please print)