



HERBERT  
SMITH  
FREEHILLS

Deed

Deed of Amendment  
ING Direct  
Superannuation Fund

ABN 13 355 603 448

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**Diversa Trustees Limited**  
ABN 49 006 421 638

**ING Bank (Australia) Limited**  
ABN 24 000 893 292



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## Deed of Amendment

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Date ▶ 28 August 2017

Between the parties

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**Diversa Trustees Limited**

ABN 49 006 421 638 of Level 20, 357 Collins Street, Melbourne VIC 3000

(Trustee)

**ING Bank (Australia) Limited**

ABN 24 000 893 292 of 60 Margaret Street, Sydney NSW 2000

(Promoter)

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**Recitals**

- 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 The Promoter is the 'Promoter' that is referred to in the Trust Deed.
- 4 Under clause 15.1(a) of the Trust Deed:  
*'Subject to clause 15.2 and the Relevant Law, the Trustee may, by deed:*
  - (a) *change, amend or replace all or any of the provisions of this Deed including this clause 15.1;*
  - (b) *...; or*
  - (c) *...**with effect from the date specified in the relevant deed (which can be before, on or after the date of this deed) or, if no date is specified, on the date of the deed.'*
- 5 Under clause 15.2(a) of the Trust Deed:  
*'The Trustee must obtain the prior written consent of the Promoter to exercise any of its Powers under clause 15.1.'*
- 6 The Trustee wishes to amend the Trust Deed as set out in this deed.
- 7 The Promoter consents to the amendments to the Trust Deed as set out in this deed.

This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Trust Deed definitions

Unless the contrary intention applies, a word or phrase defined in the Trust Deed has the same meaning when used in this deed.

### 1.2 Interpretation

Clause 1.2 of the Trust Deed applies to this deed.

## 2 Amendment of the Trust Deed

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### 2.1 Amendment

The Trust Deed is amended as set out in Schedule 1.

### 2.2 Effective date

The amendments to the Trust Deed in clause 2.1 take effect on 1<sup>st</sup> September 2017.

### 2.3 Promoter's consent

The Promoter consents to the amendments to the Trust Deed as set out in this deed.

### 2.4 Do not affect validity or enforceability of the Trust Deed or accrued benefits

The amendments to the Trust Deed do not affect:

- (a) the validity or enforceability of the Trust Deed; or
- (b) a beneficiary's right or claim to accrued benefits or the amount of those accrued benefits.

## 3 Counterparts

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This deed may be executed in any number of counterparts.



## Schedule 1

### Amendments

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**Clause 1.1:** In the definitions of 'Fund' and 'Website' replace 'ING Direct' with 'ING'.




# Signing page

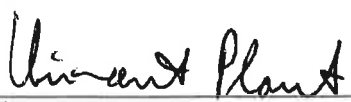
Executed as a deed

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Signed sealed and delivered 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 VINCENT PLANT

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

sign here ►   
Company Secretary/Director *Attorney*  
**Rod Saville**

print name Head of Legal  
Company Secretary

sign here ►   
Director *Attorney*  
**Peter Dowdall**

print name Senior Banking Counsel  
Company Secretary