

**The NCJW (Victoria) Social Support Trust
Deed of Variation**

THIS DEED is made on 10 June 2014

BY

NCJW (VICTORIA) COMMUNITY SERVICES INC

ARN A0044147M
of 133 Hawthorn Road Victoria
("Trustee")

BACKGROUND

- A The Trustee is the trustee of the The NCJW (Victoria) Social Support Trust (the "Trust") being a charitable trust established by a deed of trust dated 12 March 2013 (which deed of trust, as varied from time to time, is referred to as the "Trust Deed").
- B Clause 16 of the Trust Deed provides that the Trustee may at any time, subject to that clause, by supplemental deed revoke, amend, vary or extend all or any of the provisions of the Trust Deed.
- C The Trustee is, at the date of this Deed, the sole trustee of the Trust and wishes to vary the Trust Deed and has determined to exercise the powers available to and conferred upon it by clause 16 of the Trust Deed in the manner set out in this Deed.

AGREED TERMS

1 Interpretation

- 1.1 In this Deed, including the Background, unless otherwise provided, words, expressions and phrases that are given a particular meaning in the Trust Deed have the same meaning when used in this Deed.
- 1.2 This Deed will be read and construed together with the Trust Deed and the Trust Fund constituted thereby remains in full force and effect subject to the modifications and amendments contained in this Deed.

2 Variation to Trust Deed

The Trustee, pursuant to the powers available to and conferred upon it by clause 16 of the Trust Deed and pursuant to all other powers whatsoever (whether contained in the Trust Deed or not) lawfully enabling it to do so, varies the trusts, terms and conditions contained in the Trust Deed and declares that, with effect on and from the date of this Deed, the Trust Deed is amended by:

- (a) deleting clause 17.2 and substituting;
 - 17.2 On the first to occur of:
 - (a) the winding up of the Trust; or
 - (b) the Trust ceasing to be endorsed as a deductible gift recipient under item 1 of the table contained in section 30-15 of the Tax Act;any surplus assets of the Trust after satisfaction of all debts and liabilities of the Company must be paid, distributed or transferred to:
 - (c) one or more Eligible Charities; or

- (d) to the extent required or permitted by the Tax Act, funds, charitable at law, which comply with the requirements of item 2 of the table in section 30-15 of the Tax Act;
 - (b) deleting clause 17.3 and substituting:
 - 17.3 If clause 4 applies, on the first to occur of the winding up or dissolution of the Gift Fund or the revocation of the endorsement of the Gift Fund as a deductible gift recipient under subdivision 30-BA of the Tax Act, the remaining money or property (if any) must be transferred to one or more Eligible Charities; and
 - (c) deleting clause 17.5 and substituting:
 - 17.5 The identity of such Eligible Charity will be determined by the Trustee at or before the time of:
 - (a) dissolution of the Trust; or
 - (b) the Trust ceasing to be endorsed as a deductible gift recipient under item 1 of the table contained in section 30-15 of the Tax Act; or
 - (c) if clause 4 applies,
 - (i) the winding up or dissolution of the Gift Fund; or
 - (ii) revocation of endorsement of the Gift Fund as a deductible gift recipient;
- and (where applicable) approved by a Deputy Commissioner of Taxation and, in default, will be determined by the Supreme Court of Victoria.

3 Trust Deed

Nothing in this Deed will in any way prejudice or affect any of the provisions matters or things as set out in the Trust Deed except insofar as the same are expressly or otherwise necessarily altered or modified by this Deed, it being the intention of the Trustee that subject to the alterations and modifications provided in this Deed the terms of the Trust Deed will remain in full force and effect.

EXECUTED as a DEED

SIGNED SEALED and DELIVERED on)
behalf of **NCJW (VICTORIA) COMMUNITY**)
SERVICES INC by its duly authorised)
representative in its capacity as the Trustee)
of the Trust in the presence of:)

M. Hayward
Signature of witness

Vivien Brass
Signature of representative

MICHELE HAYWARD
Name of witness (print)

VIVIEN BRASS
Name of representative (print)