



# LGIAsuper Deed of Variation

LGIAsuper Trustee

Jones Day  
Riverside Centre, Level 31  
123 Eagle Street  
Brisbane QLD 4000, Australia  
Tel: 61 7 3085 7000  
Fax: 61 7 3085 7099  
[www.jonesday.com](http://www.jonesday.com)

LGIAsuper Classification: **Confidential**

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## DEED OF VARIATION

Date

4 July 2023

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Party

Trustee

LGIAsuper Trustee ABN 94 085 088 484 of Level 20, 333 Ann Street,  
Brisbane QLD 4000

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Recitals

- A. The Trustee is trustee of LGIAsuper.
- B. Under clause 9.1 of the Trust Deed, the Trustee may amend the Trust Deed for any purpose not inconsistent with Superannuation Law or the LGAct, subject to the restrictions on amendment under clause 9.2 and clause 9.3 of the Trust Deed.
- C. Clause 12.5 was inserted in the Trust Deed by Deed of Variation dated 5 June 2012 (as clause 154 and clause 259 of the Pre ES Merger Provisions), and provides as follows:
- "12.5 Time Limit for Total and Permanent Disablement claims**
- (a) A benefit is not payable in respect of:
- (i) Total and Permanent Disablement of a Member other than:
- (A) an ES Member; or
- (B) a SMT Member; or
- (ii) Failure of Health of a Chapter 3 Member,
- unless a claim for payment of the benefit is received by the Trustee within 6 years of the date on which the Member permanently ceases employment with the Participating Employer by reason of the Total and Permanent Disablement or Failure of Health.*
- (b) *The Trustee must not consider or assess a claim received by the Trustee, in respect of a Member other than an ES Member or a SMT Member, outside the time stated in clause 12.5(a)."*
- D. The Trustee wishes to amend the Trust Deed in the manner set out in this deed, to remove the 6 year time limit for lodgement of claims.
- E. For the purposes of clauses 9.1, 9.2 and 9.3 of the Trust Deed:
- (1) The Trustee is of the opinion that the amendments set out in this deed are not inconsistent with Superannuation Law or the LGAct;
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- (2) The Trustee is of the opinion that the amendments set out in this deed will not:
- (i) reduce the amount of any benefit which has accrued to or in respect of the Member up to the date on which the amendment is made;
  - (ii) contravene mandatory requirements of Superannuation Law;
  - (iii) cause the Scheme to be maintained for purposes which do not comply with the sole purpose test under Superannuation Law; or
  - (iv) cause the trustee to not be a constitutional corporation;
- (3) The amendments set out in this deed will not impose an increase in liability to contribute to the Scheme upon any Participating Employer or Member.
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It is **declared** as follows.

## **1. Definitions and interpretation**

Words and phrases defined in the Trust Deed have the same meaning in this deed (including the Recitals).

## **2. Supplemental deed**

- (a) This deed is supplemental to and constitutes an amendment of the Trust Deed, and the Trust Deed will be construed and take effect as amended in this deed on and from the effective date.
- (b) The effective date of the amendments is the date of execution of this deed.

## **3. Amendment of Trust Deed**

### **3.1 Amendment**

The Trustee declares that the Trust Deed is amended as follows:

Clause 12.5 is deleted.

### **3.2 Saving operation of clause 12.5 prior to 1 July 2023**

Clause 12.5 of the Trust Deed (as set out in Recital C) continues to apply in respect of any Member who:

- (a) at any time during the period 5 June 2012 to 30 June 2023 became entitled to lodge a claim for payment of a Total and Permanent Disablement benefit or Failure of Health benefit (as applicable); or
- (b) became or becomes entitled to lodge a claim for payment of a Total and Permanent Disablement benefit, under a policy of insurance that was in place before 1 July 2023 (including, to avoid doubt, where the entitlement to lodge the claim under that policy of insurance arises on or after 1 July 2023).

**4. Continuation of Scheme**

The Scheme continues under the terms of the Trust Deed as amended in this deed, and this deed does not re-declare or re-settle the terms of the trust in respect of the Scheme.

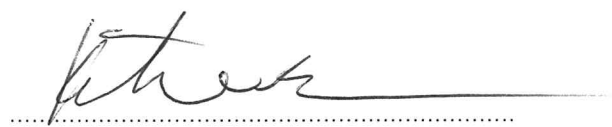
**5. Governing law**

This deed is governed by the laws of the State of Queensland.

# Signing page

## Executed as deed poll

Signed, Sealed and Delivered by )  
LGIAsuper Trustee (ABN 94 085 088 )  
484) )  
as trustee of LGIAsuper (ABN 23 053  
121 564) by its authorised persons:



Signature of Chief Executive Officer

**Katherine Farrar**  
Chief Executive Officer


Name of Chief Executive Officer



Signature of Witness

**Rebecca Wall**  
Senior Executive Assistant

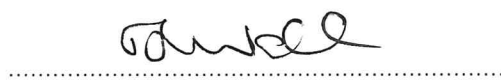
Name of Witness



Signature of Company Secretary

**BRYAN INGRAM**

Name of Company Secretary



Signature of Witness

**Rebecca Wall**  
Senior Executive Assistant

Name of Witness