



HERBERT
SMITH
FREEHILLS

Deed

The Challenger Retirement Fund

Deed of Amendment

Challenger Retirement and Investment Services
Limited (**Trustee**)



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Deed of Amendment

Date ► 23 October 2020

By

Trustee

Challenger Retirement and Investment Services Limited

ABN 80 115 534 453 of Level 2, 5 Martin Place, Sydney NSW 2000

(Trustee)

Recitals

- 1 The Challenger Retirement Fund (ABN 87 883 998 803) (**Fund**) was established by a trust deed dated 2 September 1993, as subsequently amended from time to time (**Deed**).
 - 2 The Trustee is the trustee of the Fund.
 - 3 Pursuant to Rule 18 of the Deed, the Trustee may amend any of the provisions of the Deed, subject to certain conditions. The Trustee wishes to amend the existing Deed by amending or adding provisions as set out in Schedule 1 to this deed.
 - 4 The Trustee is satisfied that the amendment of the Deed by this Deed of Amendment will not infringe any of the conditions contained in Rule 18 of the Deed or under Superannuation Law.
 - 5 The amendments are to take effect from the date of execution of this deed.
-

This deed witnesses as follows:



1 Definitions and interpretation

Unless the contrary intention applies, a word or phrase that is defined in the Deed has the same meaning in this deed.

2 Amendment of the Deed

2.1 Amendment

The Deed is amended as set out in Schedule 1 by:

- (a) deleting the text that has been struck out in Schedule 1;
- (b) inserting the text that has been double underlined in Schedule 1; and
- (c) renumbering any affected provisions accordingly as indicated in Schedule 1.

2.2 Effective date

The amendments to the Deed in clause 2.1 of this deed take effect on the date of execution of this deed.

2.3 Amendments do not affect validity or enforceability of the Deed or accrued benefits

The amendments to the Deed do not affect:

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

2.4 Governing law

This deed is governed by the law in force in New South Wales.

2.5 Not a resettlement

The amendment effected by this deed does not constitute the declaration of new trusts or a resettlement.



Schedule 1

Schedule G – Lifetime Pension Plan

G1 Interpretation

G1.1 Definitions

Unless set out below, the definitions set out in Rule 1.1 shall apply to this Schedule G.

Term	Meaning
Benefit Arrangement	another fund or a benefit arrangement: 1 to which assets may be paid or transferred from the Fund; or 2 from which assets may be received into the Fund.
<u>Death Benefit Period</u>	<u>the period during which a Death Benefit is payable in respect of a Pensioner, as specified in the Pension Schedule for the Pensioner.</u>
Governing Rules	the terms and conditions of: 1 the Deed (including this Schedule G); and 2 any other terms and conditions which apply pursuant to Rule G3.2 and Rule G5.
Indexation	a mechanism for increasing or decreasing the pension payable to a Pensioner.
Initial Pension Amount	the annual amount of the pension payable to a Pensioner on commencement of the pension being: 1 in the case of an Initial Pensioner the amount specified in the Pension Schedule for the Pensioner; or 2 in the case of a Reversionary Pensioner, the amount determined under Rule G6.3(b).



Term	Meaning
Initial Pensioner	a person who has been admitted as <u>a</u> pensioner pursuant to Rule G3.1(a).
Participation Agreement	contains the terms and conditions of a Special Arrangement.
Pensioner	Initial Pensioner or a Reversionary Pensioner, whichever is appropriate.
Pension Schedule	<p>a document which sets out, for each Initial Pensioner, the following information:</p> <ol style="list-style-type: none">1 the Pensioner's full name;2 the Pensioner's date of birth;3 the Pensioner's gender;4 the Initial Pension Amount;5 whether a reversionary pension is potentially payable and if so, the Reversionary Percentage;6 if a reversionary pension is potentially payable, the name, date of birth and gender of the Reversionary Pensioner to whom the reversionary pension would be paid;7 whether the Pensioner's pension is to be subject to Indexation and if so, a description of the applicable basis on which Indexation would apply;8 whether the Pensioner has any rights to commute the whole or any part of the pension, whether the whole or a part of the pension, and if so, on what terms; and9 <u>the Withdrawal Period, if any, applicable to the pension;</u>10 <u>the amount of any Death Benefit payable in respect of the pension (which may be expressed as a formula);</u>11 <u>the Death Benefit Period, if any, applicable to the pension;</u> <u>and</u>12 such other information as the Trustee may require.
Policy	any life insurance contract acquired by the Trustee for the purpose of providing pensions to Pensioners under the Rules of this Plan. If the Policy is effected as a group policy, the expression means, in relation to a Pensioner, the particular assurance or insurance on their life, and "Policies" has a corresponding meaning.



Term	Meaning
Reversionary Pensioner	a person to whom a pension is payable upon the death of an Initial Pensioner being the person named in the Pension Schedule for the Pensioner.
Reversionary Percentage	the percentage of the pension paid to the Initial Pensioner that would be paid as a reversionary pension to the Reversionary Pensioner as specified in the Pension Schedule for the Initial Pensioner.
Special Arrangement	special conditions or an arrangement imposed by the Trustee on a Pensioner or on a group of Pensioners under Rule G3.1(b)(2).
<u>Withdrawal Period</u>	<u>the period, if any, during which the whole or part of the pension may be commuted at the request of the Pensioner, as specified in the Pension Schedule for the Pensioner.</u>

G1.2 Defined terms

For the purposes of the Deed:

- (a) an Initial Pensioner is a Member;
- (b) any benefit payable under Rule G6.4 is a Death Benefit; and
- (c) a pension payable to a Reversionary Pensioner is not a Death Benefit.

G2 Overriding provisions for this Schedule G

G2.1 Paramount provisions

- (a) For avoidance of doubt, Rule 20.2 is a paramount provision and will override this Rule ~~G4~~G2.
- (b) Where the Trustee determines to issue a pension from the Fund on the basis that it qualifies as a pension (or a particular type of pension) under Superannuation Law, any condition, standard or requirement of the Superannuation Law which is required to be satisfied in order for the pension to qualify as a pension (or as a type of pension) under the Superannuation Law is deemed to be included in this Schedule G for so long as it is so required.



G2.2 Terms and conditions of pensions

- (a) Notwithstanding any provision of the Governing Rules (other than Rule G53.3(ea)), the Trustee shall pay pensions under the Rules of this Plan on the basis of the terms and conditions:
- (1) set out in the Policy;
 - (2) set out in the applicable Pension Schedule;
 - (3) set out in any Special Arrangement; and
 - (4) as provided for under any of these Governing Rules, however, if the Trustee otherwise determines for the purposes of ensuring compliance with Rules G2.1(a) or G2.1(b), on the basis of terms and conditions the Trustee considers to be necessary or desirable in order to comply with the requirements of the Superannuation Law.
- (b) In order to comply with Rule G2.2(a), the Trustee has the power to adjust in any way the operation of the provisions of the Governing Rules as the Trustee determines necessary or desirable.

G2.3 Commutations of pensions

Notwithstanding any provision of the Governing Rules, the Trustee shall not commute or agree to arrange for the commutation of any pension payable under the Governing Rules in any way which would contravene Superannuation Law or lose or reduce the beneficial tax status of the Fund.

G2.4 Borrowings

Notwithstanding any provision of the Governing Rules, the Trustee shall not use or agree to use the capital value of any pension payable under the Governing Rules and the income from the pension as security for any borrowings.

G3 Eligibility

G3.1 Membership

- (a) The Trustee may admit as an Initial Pensioner:
- (1) any person to whom the Trustee may pay a pension without breaching Superannuation Law in the manner and form set out in the Governing Rules; or
 - (2) a person or a group of persons subject to a Special Arrangement.
- (b) The Trustee may:
- (1) reject an application; or
 - (2) impose special conditions when accepting an application.
- (c) Each Pensioner is bound by the Governing Rules.
- (d) On or before admitting a person as an Initial Pensioner, a Pension Schedule must be prepared for the Pensioner.



G3.2 Special Arrangements

The Trustee may set out the terms and conditions of a Special Arrangement in a Participation Agreement or deed of successor fund transfer.

G3.3 Terms of Special Arrangements

- (a) To the extent of any inconsistency ~~between the Governing Rules and a Special Arrangement, the Special Arrangement prevails with the exceptions of Rule 20.2 and Rule G2.1(b) which is a paramount provision and will prevail over all other provisions of the Deed and any Special Arrangement.~~
- (b) Subject to the Superannuation Law and the terms of the Special Arrangement, a Special Arrangement may be altered by the Trustee at any time.

G3.4 Cessation of membership

A person ceases to be a Pensioner:

- (a) on death;
 - (b) in the circumstances set out in the Governing Rules; or
 - (c) in accordance with Rule 3.10,
- whichever is the earlier.

G4 Rollovers and transfers

- (a) Subject to Superannuation Law, the Trustee may accept into this Plan:
 - (1) the rollover or transfer of benefits from another Benefit Arrangement or another Plan in respect of an Initial Pensioner; or
 - (2) any rollovers or transfers on the terms and conditions which the Trustee sets out in the Governing Rules.
- (b) The Trustee may repay amounts to or for the benefit of the relevant Pensioner or to a person who has paid the amount on the Pensioner's behalf:
 - (1) where such amounts have been received contrary to Superannuation Law; or
 - (2) where such amounts were paid by mistake,

in which case the person shall be deemed not to have become a Pensioner in the case of amounts first paid in respect of that person.
- (c) Notwithstanding any other provision of the Governing Rules, the capital supporting a pension payable to a Pensioner cannot be added to by way of contribution or rollover after the pension has commenced.



G5 Benefit entitlement and cessation of pension

- (a) The Trustee may formulate rules in relation to the benefit entitlements of the Pensioners of this Plan, including rules as to when the right to be paid a pension ceases.
- (b) These rules must be contained in the documents which form part of the Governing Rules.

G6 Payment of benefits

G6.1 Form of payment

Subject to the Superannuation Law, the Trustee must pay a benefit to a Pensioner in the form of a pension.

G6.2 Timing of payment

- (a) Subject to the Superannuation Law, the Governing Rules and any Special Arrangement, the Trustee must make pension payments to the relevant Pensioner with such frequency and at such intervals and times as the Trustee determines, but at least annually.
- (b) Subject to Superannuation Law, the Trustee may alter the frequency with which pension payments are to be made:
 - (1) at any time the Trustee considers appropriate; or
 - (2) at any time agreed between the Pensioner and the Trustee.

G6.3 Amount of payment

- (a) Subject to Rule G6.3(c), the Trustee will make the following pension payments to an Initial Pensioner during the Pensioner's lifetime:
 - (1) if the pension is not subject to Indexation, an annual pension equal to the Initial Pension Amount; and
 - (2) if the pension is subject to Indexation, an annual pension equal to the Initial Pension Amount or such greater or lesser amount as may result from the application of Indexation from time to time to the Initial Pension Amount.
- (b) On the death of a Pensioner in receipt of a pension under Rule G6.3(a), leaving a Reversionary Pensioner, the Trustee will pay to the Reversionary Pensioner a pension during the Reversionary Pensioner's lifetime. The Initial Pension Amount of a Reversionary Pensioner's pension is the annual pension that was payable to the Pensioner at the date of the Pensioner's death multiplied by the Reversionary Percentage. If the Pensioner's pension was subject to Indexation, the Reversionary Pensioner's pension will be subject to Indexation on the same basis.
- (c) Subject to Rule G6.3(d), the Trustee may at any time and without prior notice to the Pensioner adjust the value of pension payments paid to a Pensioner to such a level that complies with the Superannuation Law.



- (d) The amount of pension payments the Trustee is required to make to a Pensioner is limited to the amount of the payments required to be made to the Trustee under the corresponding Policy relating to the Pensioner.
- (e) Where a Life Company makes a pension payment directly to the Pensioner in accordance with a direction from the Trustee, the Trustee's obligation to pay that pension payment to the Pensioner is discharged.
- (f) Notwithstanding any provision of the Governing Rules, the pension payable to an Initial Pensioner or Reversionary Pensioner shall have no residual capital value and cannot be transferred by the Pensioner to another person.

G6.4 Death

- (a) If the Pension Schedule for an Initial Pensioner provides for a Death Benefit:
 - (1) on the death of the Initial Pensioner during the Death Benefit Period and where no Reversionary Pensioner survives the Initial Pensioner, a Death Benefit equal to the amount specified in the Pension Schedule is payable;
 - (2) on the death of a Reversionary Pensioner in receipt of a pension under this Schedule G during the Death Benefit Period, a Death Benefit equal to the amount specified in the Pension Schedule is payable.

To avoid doubt, the Pension Schedule may provide for different amounts to be payable in respect of Death Benefits payable upon the death of the Initial and Reversionary Pensioner, and may provide that no Death Benefit is payable on the death of a Reversionary Pensioner.
- (b) Notwithstanding Rules 6.14 and 6.15:
 - (1) the Trustee must pay the whole of a Death Benefit payable under Rule G6.4(a)(1) as a lump sum to the legal personal representative of the Initial Pensioner; and
 - (2) the Trustee must pay the whole of a Death Benefit payable under Rule G6.4(a)(2) as a lump sum to the legal personal representative of the Reversionary Pensioner.

G7 Commutation

If the Pension Schedule so provides, the Trustee must, at the request of permit a Pensioner, to commute all or any part of that Pensioner's pension in the manner and form set out in the Pension Schedule and the Governing Rules (where applicable) provided that the commutation complies with the Superannuation Law. The Pension Schedule may specify that the Pensioner's commutation rights may only be exercised during the Withdrawal Period. For the avoidance of doubt, where there is inconsistency between the Pension Schedule and the Governing Rules in respect of the manner and form of commutation, the Pension Schedule applies.



G8 Family Law

- (a) The Trustee may vary the interest or entitlement of a Pensioner in the Plan if that Pensioner's interest or entitlement is subject to a Payment Split.
- (b) Where a Pensioner's interest or entitlement is varied pursuant to Rule G8(a), the Trustee may create an interest or entitlement for the relevant Non-Member Spouse in the Personal Super and Roll-over Plan, on such terms as are consistent with the Payment Split, where that Non-Member Spouse has been admitted as a Member pursuant to Rule 3.4A.



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Signed sealed and delivered by
**Challenger Retirement and
Investment Services Limited**
by

sign here ► 
Company Secretary/Director

print name SOPHIE GOWLAND

sign here ► 
Director

print name ANDREW DEAKIN

