
Sunsuper Pty Ltd

Coca-Cola Amatil (Aust) Pty Limited

Benefit Deed

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Date

Parties

Sunsuper Pty Ltd ABN 88 010 720 840 of 30 Little Cribb Street, Milton, Queensland (Trustee)

Coca-Cola Amatil (Aust) Pty Limited ABN 68 076 594 119 of Level 13, Coca-Cola Place, 40 Mount Street, North Sydney NSW 2060 (Principal Employer)

Background

- A The Trustee is the trustee of Sunsuper (Fund).
- B The Fund is governed by a declaration of trust dated 1 October 1987 as amended (Trust Deed).
- C The Principal Employer is the principal employer of the Former Fund.
- D The Principal Employer has made application to become a Participating Employer in the Fund, for the purpose of providing superannuation benefits for its Employees from the Commencement Date.
- E The Trustee and the Principal Employer have agreed that benefits for certain of the Employer's Employees are to be provided on the terms set out in this document from the Commencement Date.
- F This document includes:
 - (a) a Defined Benefit Agreement in respect of Defined Benefits to be provided by the Fund for certain of the Employer's Employees; and
 - (b) a notification by the Employer to the Trustee that those of the Employer's Employees who are to become Defined Benefit Members are to be obliged to contribute to the Fund on the basis prescribed in this document.

Agreed terms

1 Definitions

1.1 Terms defined in this document

In this document these terms have the following meanings:

Accumulation Member	A member who is not a Defined Benefit Member.
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Actuary	The actuary appointed from time to time in accordance with the Participation Deed.						
Additional Benefit Multiple	A fixed multiple provided by the Trustee, which is the Member's accrued retirement benefit multiple as at the Beverages Start Date as advised to the Trustee by the Former Fund Trustee.						
Beneficiary Child	Includes a legally adopted child, a step-child, an ex-nuptial child or posthumous child of the GP Member or Pensioner.						
Benefit Accrual Rate	<p>For a GP Member means the percentage applicable to the Member's category determined as follows:</p> <table border="1"> <tr> <th>Category</th><th>Percentage</th></tr> <tr> <td>E (Executive)</td><td>22.5%</td></tr> <tr> <td>M (Manager)</td><td>20.0%</td></tr> </table>	Category	Percentage	E (Executive)	22.5%	M (Manager)	20.0%
Category	Percentage						
E (Executive)	22.5%						
M (Manager)	20.0%						
Beverages Start Date	1 February 2007 or a different date as advised to the Trustee by the Former Fund Trustee.						
BSP Member	A BSP Accumulation Member or a CCA DB Member (other than a GP Member).						
Category GP E Member	A CCA DB Member who was classified as a 'Category GP E Member' in the Former Fund immediately before the Commencement Date, as advised to the Trustee by the Former Fund Trustee.						
Category GP M Member	A CCA DB Member who was classified as a 'Category GP M Member' in the Former Fund immediately before the Commencement Date, as advised to the Trustee by the Former Fund Trustee.						
Category MD Member	A CCA DB Member who was classified as a 'Category MD Member' in the Former Fund immediately before the Commencement Date, as advised to the Trustee by the Former Fund Trustee.						
Category TD Member	A CCA DB Member who was classified as a 'Category TD Member' in the Former Fund immediately before the Commencement Date, as advised to the Trustee by the Former Fund Trustee.						
CCA DB Member	A Member who was classified as a 'Defined Benefit Member' in the Former Fund immediately						

	before the Commencement Date, as advised to the Trustee by the Former Fund Trustee.
Choice of Fund Notice	A written notice from an Employer to the Trustee stating that the Employer will cease contributions in respect of a Member from a date specified in the notice.
Commencement Date	28 October 2020
Complying Pension	<p>A pension:</p> <ul style="list-style-type: none"> (a) which, under regulation 1.06 of the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth), is taken to be a pension at the time the pension is agreed under rule 8.1(c); (b) whose terms have been agreed between the Trustee and the Actuary; and (c) which either: <ul style="list-style-type: none"> (i) commenced to be paid from the Plan, the Former Fund or the Previous Group Plan; or (ii) if commenced to be paid from the Former Group Fund, commenced after 29 September 1995.
Complying Pensioner	A person receiving a pension under rule 8.1(c) (but does not include a Non-Member Spouse who is receiving a pension under a Payment Split).
Discounted Accrued Benefit	As defined in rule 5.2(e).
Final Average Salary or FAS	<p>In relation to a GP Member, means the greater of:</p> <ul style="list-style-type: none"> (a) the average Superannuation Salary of the Member in the last 36 months included in the Member's Service (or, if less than 36 months are included in the Member's Service, then the average of the Member's Superannuation Salary in respect of the total period (calculated in days) included in the Member's Service); or (b) the average Superannuation Salary of a Member over any three consecutive years

	<p>included in the Member's Service. Those three consecutive years must:</p> <p>(i) end on 1 March; and</p> <p>(ii) commence 10 or less years ago.</p>
Final Average Wage	<p>In relation to a CCA DB member who is not a GP Member, means the average Superannuation Salary per year during the 3 year period ending on the earlier of:</p> <p>(a) the Member reaching age 75; and</p> <p>(b) the Member leaving Service.</p> <p>However, for any incomplete Financial Year included at the beginning of the 3 year period the Member is taken to have received a Superannuation Salary calculated as the Member's Superannuation Salary for the full Financial Year divided by the number of days in the Financial Year for which the Member was in Service and multiplied by the number of days falling in the 3 year period.</p> <p>If the Member was not in Service during all of the 3 year period, Final Average Wage is the average Superannuation Salary per year during that part of the 3 year period when the Member was in Service.</p> <p>In a Financial Year during any part of which the Member was a Part-Time Member, Full-Time Equivalent Wage is to be used instead of Superannuation Salary for the calculation of Final Average Wage.</p> <p>If a Member's Superannuation Salary in a completed Financial Year ending on or after 30 June 1993 is less than the Superannuation Salary in the immediately preceding Financial Year then the Principal Employer may direct the Trustee to calculate any benefit that becomes payable for the period up to and including the preceding Financial Year using a Final Average Wage not less than the Final Average Wage calculated as if the Member left Service on the last day of the preceding Financial Year.</p> <p>The direction must comply with Superannuation Law.</p>

Final Wage	<p>The amount advised by the Employer to the Trustee as:</p> <p>(a) the Superannuation Salary received in the 12 months preceding the effective date; or</p> <p>(b) if the Member has been in Service for less than one year, the Superannuation Salary received while in Service up to the effective date, multiplied by 365 and divided by the number of days the Member has been in Service at that date,</p> <p>and in each case the 'effective date' in respect of a benefit to which a Member may be or may become entitled, means the date specified in the Policy of Insurance that relates to that benefit or if none, means the date of death or the date of Total and Permanent Disablement, as the case may be of that Member.</p>
Financial Year	A year ending on 30 June.
Former Group Fund	The CCA Group Superannuation Plan established by a trust deed dated 17 December 1973 as amended from time to time.
Former Fund	CCA Superannuation Plan, a sub-plan of the Super Directions Fund ABN 78 421 957 449 (established by a trust deed dated 12 April 1999).
Former Fund Trustee	N.M. Superannuation Proprietary Limited ABN 46 633 106 939 of Level 24, 33 Alfred Street, Sydney NSW 2000.
Full-Time Equivalent Wage	The Superannuation Salary of a CCA DB Member multiplied by the Member's Part-Time Ratio.
Full-Time Member	In relation to a GP Member, means a GP Member so designated by the Employer.
GP Member	A Category GP E Member or a Category GP M Member.
Guarantee Amount	As defined in rule 5.1.
Ill-Health	In relation to a GP Member, means that in the opinion of the Trustee, after consideration of medical and other relevant evidence and advice satisfactory to it, the Member is suffering from a chronic medical condition of a potentially permanent nature which, while not constituting

	Total and Permanent Disablement, has significantly adversely affected and is likely to continue to significantly adversely affect the Member's performance in any occupation for reward for which the Member is reasonably qualified by education, training or experience.
Managerial Membership	<p>The number of years on or after the Beverages Start Date (complete days counting as 1/365th of a year) during which a BSP Member was in Service and classified by the Employer as a Category MD Member.</p> <p>A Financial Year during any part of which the Member was a Part-Time Member is to be divided by the Part-Time Ratio.</p>
Non-Complying Pensioner	A person who is receiving a pension paid under any of rules 5.2(b), 7.1(b), 7.4(a) and 8.3 to 8.5 (but does not include a Non-Member Spouse who is receiving the pension under a Payment Split).
Normal Retirement Date	The day on which the Member reaches age 65.
Participation Deed	The document titled 'Participation Deed' entered into between the Trustee and the Principal Employer.
Part-Time Member	<p>Means,</p> <p>(a) in relation to a BSP Member, a BSP Member employed on a permanent part-time basis (as determined by the Employer); and</p> <p>(b) in relation to a GP Member, a GP Member;</p> <p>(i) whose usual working week is at least 20 hours; and</p> <p>(ii) who is not a Full-Time Member.</p>
Part-Time Percentage	In respect of a Part-Time Member, means the proportion that the GP Member's Employer notifies to the Trustee in respect of the Member from time to time, having regard to the number of hours per week being worked by the Member and the number of hours per week regarded by the Employer as a normal working week for the class of Employee concerned. The Employer must

	notify the Trustee when a Part-Time Member becomes a Full-Time Member.
Part-Time Ratio	<p>In relation to a BSP Member means:</p> <p>(a) / (b)</p> <p>Where:</p> <p>(a) is the number determined by the Employer to be the ordinary hours in a Financial Year (or part of it if the Member was only in Service for part) that a Member would work if employed on a full-time basis;</p> <p>(b) is the number of hours in the Financial Year that the Member works.</p> <p>If the Part-Time Ratio of a Member changes from one Financial Year to the next, a separate Part-Time Ratio is to be calculated and applied for each period that the Part-Time Ratio is different.</p>
Payment Split	Has the meaning given to that term in Part VIII B of the Family Law Act 1975.
Pensioner	A Complying Pensioner and a Non-Complying Pensioner.
Plan	That part of the Fund to be known as the Amatil Superannuation Plan which is attributable to the Employers' participation in the Fund.
Plan Service	<p>In respect of a GP Member, the sum of the following:</p> <p>(a) Service while a Full-Time Member of the Plan;</p> <p>(b) Service while a Full-Time Member of the Former Fund;</p> <p>(c) Service for the purpose of any Previous Group Plan, as advised to the Trustee by the Former Fund Trustee;</p> <p>(d) Service while a Part-Time Member of:</p> <p>(i) the Plan; and</p> <p>(ii) the Former Fund,</p> <p>multiplied by the Part-Time Percentage applying under these Rules (where more than one Part-Time Percentage has applied to a Member, the various Part-Time</p>

	<p>Percentages must be multiplied by the periods of Service to which they applied and aggregated); and</p> <p>(e) any additional periods of Service as may be agreed between the Principal Employer and the Trustee for the purposes of the Rules.</p> <p>In calculating Plan Service, the period must be expressed in whole years and fractions calculated on a daily basis.</p>
Previous Group Plan	<p>Means the CCA Group Plan established under the AMP Superannuation Savings Trust by:</p> <p>(a) a trust deed dated 1 July 1998, as amended; and</p> <p>(b) a participation agreement dated 29 June 2006, as amended.</p>
Review Date	<p>The first day of July each year or such other date or dates as determined by the Trustee from time to time.</p>
Service	<p>For:</p> <p>(a) GP Members, means the continuous service of a Member as an Employee or any other service declared by the Employer to be Service;</p> <p>(b) all Members other than GP Members, means the most recent continuous permanent service of a Member as an Employee and includes;</p> <p>(i) in respect of BSP Members only, any period during which the Member is off work because of injury or illness and receives workers' compensation, sickness pay or other regular income from either the Employer or any insurance scheme sponsored by the Employer; and</p> <p>(ii) in respect of all Members, any other period declared by the Employer to be Service.</p> <p>The transfer of a Member, including a GP Member, from Service with one Employer to Service with another Employer is not a</p>

	termination of Service unless the Principal Employer and the Trustee declare it to be.
SG Act	<i>Superannuation Guarantee (Administration) Act 1992 (Cth).</i>
Superannuation Salary	<p>(a) in relation to a BSP Member other than a GP Member, a Member's ordinary salary or wages for services performed for the Employer, and includes director's fees, shift allowances, over-award payments and commissions but excludes payment for overtime and other special payments. However, the Principal Employer may establish some other basis for determining the Superannuation Salary for any of these Members;</p> <p>(b) in relation to a GP Member:</p> <p>(i) in relation to a Member to whom paragraph (ii) does not for the time being apply;</p> <p>(A) the annual rate of salary earned by the Member as an Employee excluding director's fees, commissions or sums paid for overtime work or for other special services or by way of bonuses; and</p> <p>(B) any additional amount that for the purpose of the Plan is determined by the Principal Employer; and</p> <p>(ii) in relation to a Member who is resident outside Australia, the amount determined by the Principal Employer and notified to the Trustee and the Member;</p> <p>However, for a Part-Time Member, Superannuation Salary means the amount determined under paragraph (b)(i) or (b)(ii) (as appropriate) divided by the Member's Part-Time Percentage.</p>
Temporary Disablement	Has the meaning given to that term or a similar term in the relevant Policy of Insurance.

Transferred Benefit	As defined in rule 3.1.
Years of 5% Contribution, Years of 4% Contribution, Years of 3% Contribution, Years of 2% Contribution and Years of Nil Contribution	<p>Means, respectively, the number of years (complete days counting as 1/365th of a year) on or after the Beverages Start Date during which the CCA DB Member (other than a GP Member):</p> <p>(a) was (or but for a waiver under clause 4.2 of the Participation Deed would have been) contributing to the Former Fund or the Plan at the relevant rate; or</p> <p>(b) was a CCA DB Member in Service and was not contributing.</p> <p>A Financial Year during any part of which the Member was a Part-Time Member is to be divided by the Part-Time Ratio.</p> <p>Any period of Managerial Membership must be excluded.</p> <p>The total of all these periods (adjusted as required for a Part-Time Member) plus the total Managerial Membership is the Member's "Years of Participation".</p>

1.2 Meaning of Member

Unless otherwise specified, in this document **Member** refers to a Defined Benefit Member of the Plan. For the avoidance of doubt, for the purpose of this document, this does not include a Pensioner unless otherwise specified.

1.3 Terms defined in Trust Deed and Participation Deed

The Trust Deed is the Trust Deed dated 1 October 1987 (as amended from time to time) under which the Fund is constituted.

The Participation Deed is the deed entered into by the parties contemporaneously with this document which sets out the terms under which the Employers participate in the Fund.

Words and phrases defined in the Trust Deed or in the Participation Deed have the same meaning in this document unless this document expressly provides otherwise.

1.4 Death benefits

In this document a reference to payment of an amount 'as a death benefit' refers to payment to a Member's Dependants or Legal Personal Representative determined under clause 11.8 of the Trust Deed.

2 Accounts

2.1 Establishment and maintenance of Member Accounts

The Trustee must establish a Member Account for each Member and, subject to this deed, the Trustee:

- (a) will invest the balance of the Member Account (Retirement Credit) for each Member;
- (b) credit and debit amounts to the Member Account; and
- (c) pay the Member's Retirement Credit,

in accordance with the Trust Deed.

2.2 Establishment and maintenance of sub-accounts

- (a) For each relevant CCA DB Member, the Trustee must establish and maintain, within each Member Account, such of the following sub-accounts as will have a balance on the Commencement Date:

- (i) a Rollover Sub-Account;
- (ii) a Member Sub-Account; and
- (iii) an Employer Sub-Account.

2.3 Member Accounts include Sub-Accounts

Except where expressly stated otherwise, a reference to a Member Account includes each of the sub-accounts and a reference to the Member's Retirement Credit includes the balances of each of the Member's sub-accounts.

3 Transfer

3.1 Allocation to accounts

- (a) The Trustee and the Employer acknowledge that the Trustee is to receive payments from the Former Fund (**Transferred Benefit**).
- (b) From the Commencement Date, for each CCA DB Member, the Member's Transferred Benefit must be credited to:
 - (i) one or more of the sub-accounts established for the CCA DB Member in accordance with rule 2.2 or
 - (ii) otherwise, the CCA DB Member's Member Account established in accordance with rule 2.1,

in the amounts transferred by the Former Fund Trustee as applicable to each CCA DB Member immediately before the Commencement Date.

3.2 Membership eligibility

- (a) Each Member was a member of a defined benefit category of the Former Fund, and membership of the Fund under the terms of this document is available only to those persons and to Pensioners.

- (b) Subject to paragraph (c), a Member will cease to be a person to whom this document applies if the person ceases to be a Defined Benefit Member.
- (c) A Pensioner will cease to be a person to whom this document applies in accordance with rule 8.

3.3 Membership Categories

- (a) Each Member, including a Pensioner, on admission to the Fund, becomes a member of the Plan in the equivalent category to that in which that Member was a member in the Former Fund immediately prior to the Commencement Date, as advised to the Trustee by the Former Fund Trustee.
- (b) Each Member, including a Pensioner, remains a member of the category in which that person was admitted on and from the Commencement Date.
- (c) A Defined Benefit Member may, if the Employer and the Trustee consent, elect to become an Accumulation Member from a date agreed with the Trustee, on such terms and subject to such conditions and in such category as are agreed between the Member, Trustee and the Principal Employer from time to time, in which case the Member will cease to be a Defined Benefit Member from the agreed date and the Member will relinquish the Member's rights and the rights of the Member's Dependants and legal personal representatives to receive any benefit as a Defined Benefit Member.
- (d) Where a Defined Benefit Member elects to become an Accumulation Member, the Trustee will credit an amount to the Retirement Credit of the Accumulation Member as it determines to be necessary to give effect to the agreed terms on which the Member is becoming an Accumulation Member.

4 Contributions

4.1 CCA DB Member other than GP Members contributions

- (a) A CCA DB Member who is not a GP Member is not required to contribute to the Plan.
- (b) A Category TD Member may;
 - (i) with the consent of the Trustee decide to contribute as from any Review Date at 2%, 3%, 4% or 5% of Superannuation Salary; and
 - (ii) decide at any time to contribute any additional percentage of Superannuation Salary above any maximum permitted under (i) above.
- (c) A Category MD Member is not required to contribute to the Plan but may voluntarily contribute such amount as the Member may determine from

time to time subject to any terms and conditions determined by the Trustee.

- (d) A CCA DB Member may alter a decision under paragraphs (b) and (c) above as from:
 - (i) any subsequent Review Date with the consent of the Trustee; or
 - (ii) any other date agreed with the Trustee and the Employer.

4.2 GP Member contributions

- (a) A Full-Time Member who is a GP Member must contribute 5% of Superannuation Salary to the Plan;
- (b) A Part-Time Member who is a GP Member must contribute 5% of their Superannuation Salary x the Member's Part-Time Percentage to the Plan;
- (c) A GP Member or any other person may make additional contributions with the consent of the Trustee and the Principal Employer;
- (d) Where the Trustee gives effect to a Payment Split, the Member must make the additional contributions required by the Trustee on the advice of the Actuary;
- (e) A Member's contributions under this rule 4.2 must cease on the earlier of the Member:
 - (i) leaving Service;
 - (ii) reaching Normal Retirement Date;
 - (iii) having completed 40 years of Plan Service.
- (f) A GP Member who is on leave:
 - (i) with Superannuation Salary, must continue to pay contributions under the Rules; and
 - (ii) without Superannuation Salary, remains a GP Member if the Principal Employer approves but is not obliged to contribute during that leave.
- (g) If a GP Member does not contribute under rule 4.2(f)(ii):
 - (i) the Employer is not required to contribute for that period; and
 - (ii) the Trustee may adjust the benefits payable as it considers appropriate.
- (h) The Trustee and the Principal Employer may agree that that if Superannuation Law permits, contributions that would otherwise have been received from an Employer or GP Member are waived and the Employer or GP Member is taken to have made those contributions (although they are not made). Amounts representing contributions which are waived and taken to have been made are to be treated as

contributions made under the rules under which they would otherwise have been made.

5 Retirement and Leaving Service Benefits

5.1 CCA DB Member benefits

- (a) A CCA DB Member (other than a GP Member) who leaves Service on or before age 75 other than due to death or Total and Permanent Disablement is entitled to a benefit calculated as the sum of:
 - (i) 10% x (Years of 5% Contribution plus Managerial Membership) x Final Average Wage;
 - (ii) 8% x Years of 4% Contribution x Final Average Wage;
 - (iii) 6% x (Years of 3% Contribution plus Years of 2% Contribution plus Years of Nil Contribution) x Final Average Wage;
 - (iv) Additional Benefit Multiple x Final Average Wage;
 - (v) any Guarantee Amount; and
 - (vi) the Member's Retirement Credit.
- (b) For the purposes of rule 5.1(a)(v), the Guarantee Amount for a CCA DB Member (who continues to satisfy the conditions to be entitled to a benefit guarantee under the terms of the guarantee that applied whilst the Member was a Member of the CCA Beverages Superannuation Plan established by a trust deed dated 17 June 1992), is the amount by which:
 - (i) the benefit calculated in accordance with the terms of that guarantee, exceeds
 - (ii) the benefit payable under rule 5.1(a) less the Guarantee Amount, and

must be determined by the Trustee on the advice of the Actuary and may apply to a Member on or after attaining age 55 and who was:

 - (iii) a member of the Southern Cross Beverages Employees Superannuation Fund or Southern Cross Beverages Staff Superannuation Fund who transferred to the Former Beverages Plan on 1 July 1992; or
 - (iv) a member of the Diverse Products Superannuation Scheme who transferred to the Former Beverages Plan on 1 March 1993.
- (c) A CCA DB Member (other than a GP Member) who leaves Service other than due to death or Total and Permanent Disablement on or after age 75 is entitled to a benefit calculated as the sum of:
 - (i) the total amount that would have been payable under rule 5.1(a)(i) to (v) if the Member had left Service at age 75; and

- (ii) net earnings attributable to the assets supporting the Unallocated Account of the Plan allocated from time to time on those amounts for the period from age 75 to the date of leaving Service; and
- (iii) the Member's Retirement Credit.
- (d) Where a CCA DB Member (other than a GP Member) has not yet left Service but meets any date at which a Member's benefit must be paid or commence to be paid under Superannuation Law, the Trustee must pay a benefit under this rule 5.1 as if the CCA DB Member left Service on the date that Member met the condition of release. If a CCA DB Member becomes entitled to a benefit under this rule 5.1(d), no further benefit is payable when the Member dies or leaves Service.

5.2 GP Member benefits

- (a) A GP Member who:
 - (i) retires from Service at or after the GP Member's Normal Retirement Date or within 10 years before the GP Member's Normal Retirement Date;
 - (ii) and is not entitled to a benefit under rule 5.2(c), rule 7.1(b) or rule 7.4(a),
 is entitled to a benefit under rule 5.2(b).
- (b) A GP Member referred to in rule 5.2(a) is entitled to receive either:
 - (i) a lump sum benefit equal to:

$\text{Benefit Accrual Rate} \times \text{FAS} \times \text{Plan Service}$; or,
 - (ii) if he or she was a Member of the Former Group Fund on 31 October 1994, at the option of the GP Member, either the lump sum benefit in (i) or an annual pension equal to:

$1.6\% \times \text{FAS} \times \text{Plan Service}$.
- (c) A GP Member who:
 - (i) retires from Service at the Employer's request, within 10 years before the GP Member's Normal Retirement Date; and
 - (ii) is not entitled to a benefit under rule 7.1(b) or rule 7.4(a);
 is entitled to receive a benefit calculated and paid under rule 5.2(b) as if:
 - (iii) the GP Member had remained in Service for a period not exceeding one-half of the period remaining to the GP Member's Normal Retirement Date, which the Trustee determines with the consent of the Principal Employer; and
 - (iv) the GP Member's Superannuation Salary and Benefit Accrual Rate category at retirement had remained unchanged; and
 - (v) if the GP Member was a Part-Time Member at retirement, the GP Member's Part-Time Percentage had remained unchanged.

- (d) Otherwise, a GP Member who leaves Service in circumstances where the GP Member is not entitled to a benefit under rule 5.2(a), rule 5.2(c), rule 6.1(b), rule 7.1(b) or rule 7.4(a) is entitled to receive a lump sum benefit equivalent to the value of the Discounted Accrued Benefit.
- (e) For the purposes of rule 5.2(d), **Discounted Accrued Benefit** in respect of a GP Member means an amount calculated as follows:

Benefit Accrual Rate x FAS x Plan Service,

reduced by one-twelfth of 1% for each complete month by which the termination of the GP Member's Service precedes the GP Member's attainment of age 55.

6 Death benefit

6.1 Death in Service

- (a) On the death of a CCA DB Member (other than a GP Member) in Service before their Normal Retirement Date the Trustee must pay a death benefit of:
 - (i) the total amount that would be payable under rule 5.1(a)(i) to (iv) if the Member was leaving Service on the date of death; plus
 - (ii) the Member's Retirement Credit; plus
 - (iii) the proceeds received from the insurer in respect of insurance cover.
- (b) On the death of a GP Member in Service a lump sum death benefit is payable, which is calculated as:

Benefit Accrual Rate x FAS x Plan Service

assuming that:

- (i) if the GP Member died before the GP Member's Normal Retirement Date, the GP Member had survived and remained in Service until the GP Member's Normal Retirement Date; and
- (ii) if the GP Member died before the GP Member's Normal Retirement Date, the GP Member's Superannuation Salary at the date of the GP Member's death had remained unchanged; and
- (iii) if the GP Member was a Part-Time Member at the date of death, the GP Member's Part-Time Percentage had remained unchanged.

The benefit payable under this rule 6.1(b) is increased by a lump sum equal to the proceeds received from the insurer as a result of any voluntary cover provided in respect of the GP Member.

6.2 Death on or after Normal Retirement Date

On the death of a CCA DB Member (other than a GP Member) on or after age 65, the Trustee must pay a death benefit equal to the amount that would have been payable under rule 5.1(a) or 5.1(c) had the Member left Service on the date of death and the words "other than due to death or Total and Permanent Disablement" did not apply.

For clarity, where a benefit is payable under this rule, the CCA DB Member is not entitled to a benefit under rule 5.1(a) or 5.1(c).

7 Disablement benefits

7.1 TPD before Normal Retirement Date

- (a) A CCA DB Member (other than a GP Member) who leaves Service before their Normal Retirement Date because of Total and Permanent Disablement is entitled to benefit which is the sum of:
 - (i) the total amount that would be payable under rule 5.1(a)(i) to (iv) as if the Member had died on the date of leaving Service;
 - (ii) the Member's Retirement Credit; and
 - (iii) the proceeds received from the insurer in respect of insurance cover.
- (b) A GP Member who retires from Service before the GP Member's Normal Retirement Date by reason of Total and Permanent Disablement is entitled to receive either:
 - (i) a lump sum benefit calculated as:
Benefit Accrual Rate x FAS x Plan Service; or
 - (ii) if he or she was a member of the Former Group Fund on 31 October 1994, at the option of the GP Member, either the benefit in (i) or an annual pension equal to:
1.6% x FAS x Plan Service
calculated in accordance with rule 7.1(c).
- (c) The benefit under rule 7.1(b) will be calculated assuming that:
 - (i) the GP Member had remained in Service until the GP Member's Normal Retirement Date; and
 - (ii) the GP Member's Superannuation Salary at retirement had remained unchanged; and
 - (iii) if the GP Member was a Part-Time Member at retirement, the GP Member's Part-Time Percentage had remained unchanged.
- (d) The benefit payable under rule 7.1(b) is increased by a lump sum equal to the proceeds received from an insurer as a result of any voluntary cover provided in respect of the GP Member..

7.2 TPD on or after Normal Retirement Date

A CCA DB Member (other than a GP Member) who leaves Service on or after their Normal Retirement Date because of Total and Permanent Disablement is entitled to a benefit equal to the amount that would have been payable under rule 5.1(a) or 5.1(c) as if words "other than due to death or Total and Permanent Disablement" did not apply.

For clarity, where a benefit is payable under this rule, the CCA DB Member is not entitled to a benefit under rule 5.1(a) or 5.1(c).

7.3 Temporary Disablement

If an amount becomes payable to the Trustee in respect of a CCA DB Member under a Policy of Insurance taken out under the Participation Deed to provide benefits on Temporary Disablement, the Trustee will pay to that Member the proceeds of the policy that relate to the Member after deducting any amounts that the Trustee considers appropriate having regard to the terms of the policy and the administration of the Plan.

7.4 Ill-Health

- (a) A GP Member who retires from Service by reason of Ill-Health at or after age 55 but before the GP Member's Normal Retirement Date is entitled to receive either:
 - (i) a lump sum benefit calculated as:
Benefit Accrual Rate x FAS x Plan Service; or
 - (ii) if he or she was a member of the Former Group Fund on 31 October 1994, at the option of the GP Member, either the benefit in (i) or an annual pension equal to:
 $1.6\% \times \text{FAS} \times \text{Plan Service}$
calculated in accordance with rule 7.4(b).
- (b) The benefit under rule 7.4(a) will be calculated assuming that:
 - (i) the GP Member had remained in Service for one-half of the period remaining to the GP Member's Normal Retirement Date; and
 - (ii) the GP Member's Superannuation Salary at retirement had remained unchanged; and
 - (iii) if the GP Member was a Part-Time Member at retirement, the GP Member's Part-Time Percentage had remained unchanged.

8 Pensioners

8.1 Complying Pension

- (a) The Principal Employer and the Trustee may from time to time agree that Complying Pensions may be paid from the Plan.

- (b) However, once a Complying Pension has commenced to be paid, subject to the effect of rule 9.11, the terms of that Complying Pension cannot be adversely altered without the Complying Pensioner's consent. To avoid doubt, this includes a Complying Pension which was commenced under the Previous Group Plan, the Former Group Fund, the Former Fund or any such other fund as advised to the Trustee by the Former Fund Trustee as relevant to the Member and which the Trustee continues to pay as an equivalent pension from the Plan.
- (c) A person, other than a Non-Member Spouse, entitled to a lump sum benefit (other than under rule 5.2(d)) may agree with the Trustee to instead receive all or part of that benefit as a Complying Pension.

8.2 Non-Complying Pensioner

Except as otherwise provided for in the Rules, a pension payable to a Non-Complying Pensioner is payable for the life of the pensioner and is payable on such terms and conditions as the Trustee determines with the consent of the Employer.

8.3 Death in retirement

- (a) If a Non-Complying Pensioner dies, an annual pension is payable:
 - (i) for the life of a Spouse (who became a Spouse both before the Non-Complying Pensioner's Normal Retirement Date and before the Non-Complying Pensioner ceased to be a Member) of an amount equal to:
 - (A) half the pension to which the Non-Complying Pensioner was entitled at the date of death; or
 - (B) if the pension had been partly commuted, half the pension to which the Non-Complying Pensioner would have been entitled but for that commutation; and
 - (ii) for each Beneficiary Child of the Non-Complying Pensioner under age 18 (or under age 23 if a full-time student at an educational institution approved by the Trustee) at the time of payment, of an amount equal to half the amount in (i).
- (b) There are only pensions payable for 2 children under rule 8.3(a) at any time.
- (c) Where there is no Spouse for the purposes of rule 8.3(a)(i), the pensions payable under rule 8.3(a)(ii) are doubled.
- (d) Any pension payable under rule 8.3(a)(ii) may be paid to another person to be used for the advantage of the Beneficiary Child entitled.
- (e) The amount calculated in rule 8.3(a)(ii) may be used for the benefit of more than two Beneficiary Children at any time.
- (f) If there is more than one Spouse for the purposes of rule 8.3(a)(i), the Trustee may:

- (i) pay the pension to one only of those Spouses; or
 - (ii) divide the pension between the Spouses in the manner that the Trustee, on the advice of the Actuary, determines.
- (g) If the total payments from the Plan, the Former Fund, the Previous Group Plan and the Former Group Fund of the pension and any commutation of a pension to a Non-Complying Pensioner or the Non-Complying Pensioner's Dependants is less than:
- (i) the total contributions made (or which would have been made if they had not been waived) in respect of that Non-Complying Pensioner to:
 - (A) the Plan whilst he or she was a GP Member;
 - (B) the Former Fund whilst he or she was a 'GP Member' in the Former Fund;
 - (C) the Previous Group Plan whilst he or she was a Member; and
 - (D) the Former Group Fund whilst he or she was a Member of the Former Group Fund,
 adjusted for:
 - (E) the earnings at the such rate (which may be positive or negative) as the Trustee determines from time to time (from the Commencement Date);
 - (F) all other earnings rates advised to the Trustee by the Former Fund Trustee as applicable before the Commencement Date,
 up to the commencement of the first pension,
- then a benefit equal to the difference is payable to the Non-Complying Pensioner's:
- (ii) Dependants; or
 - (iii) legal personal representative,
- in proportions that the Trustee determines.

8.4 Continuing pension rights

Any person who was in receipt of a pension from the Previous Group Plan and the Former Fund continues to be entitled to an equivalent pension under this Plan as they were under the trust deed and rules for the Previous Group Plan.

The entitlement of any other person to a benefit arising from a pension described in this rule continues under this Plan as it did under the trust deed and rules for the Previous Group Plan.

8.5 Commutation of pensions

- (a) A Non-Complying Pensioner whose entitlement to a pension from the Plan arose out of the death or other termination of Service of:
 - (i) a Member of the Former Group Fund on or after 1 July 1981;
 - (ii) a Member of the Previous Group Plan;
 - (iii) a Member of the Former Fund; or
 - (iv) a Member of the Plan;
 may commute up to 25% of that pension. The commutation:
 - (v) must be by notice in writing to the Trustee; and
 - (vi) is at a rate determined by the Trustee on the advice of the Actuary.
- (b) A Non-Complying Pensioner, to whom rule 8.5(a) does not apply, may apply to the Trustee in writing for the commutation of all or part of the pension. The Trustee may accept or refuse that application, but must not approve a commutation in excess of 25% of the pension unless:
 - (i) the Principal Employer gives its approval and the Trustee considers that the commutation is reasonable and proper for the relief of hardship or other special need of the Non-Complying Pensioner; and
 - (ii) the commutation will not contravene Superannuation Law.
- (c) The commuted sum and the capital value of the remaining pension is calculated at the rate determined by the Trustee on the advice of the Actuary.
- (d) The Trustee may at any time notify a Non-Complying Pensioner to whom rule 8.5(a) does not apply that the Non-Complying Pensioner is entitled to apply for commutation of all of a pension within the time specified by the Trustee.
- (e) If the Non-Complying Pensioner then makes an application to the Trustee, the pension must be commuted to a lump sum at a rate determined by the Trustee with the approval of the Actuary.
- (f) No commutation may be made if it would contravene Superannuation Law.

9 General Benefit provisions

9.1 GP Member's Retirement Credit

Any benefit payable in respect of a GP Member under rules 5, 6 or 7, is increased by the balance of the Member's Retirement Credit.

9.2 Benefits in Service

- (a) A benefit is payable from the Plan in respect of a GP Member at the request of that Member while that Member remains in Service if:

- (i) Superannuation Law requires; or
 - (ii) subject to such terms and conditions as the Trustee may determine from time to time, in such other circumstances as the Trustee determines from time to time.
- (b) The benefit payable under rule 9.2(a) is a lump sum equal to such part of the Member's Member Account as that Member requests and is approved by the Trustee.

9.3 GP Member's Category

The Principal Employer may alter a GP Member's Category by giving written notice to the Trustee. However, the alteration must not:

- (a) increase the GP Member's obligation to contribute; or
- (b) substantially prejudice the rights or interests of any Member; or
- (c) vary the GP Member's benefit in a manner that would otherwise be contrary to Superannuation Law,

unless the GP Member consents to the alteration of their Category. The Trustee must advise the GP Member in writing of the alteration, but accidental failure to do so does not mean the alteration is ineffective.

9.4 Interest on unpaid benefits

The Trustee must credit or debit earnings at a rate, rates or in such other manner it considers appropriate to a benefit or component of a benefit that has become payable whilst that benefit remains in the Plan.

9.5 Choice of fund – BSP Members

- (a) An Employer may give a Choice of Fund Notice to the Trustee in respect of a BSP Member if the Employer has received an election by the Member to have future Employer contributions paid to another superannuation fund in accordance with the provisions of Part 3A of the SG Act. Any date may be specified in a Choice of Fund Notice.
- (b) Upon receipt of a Choice of Fund Notice in respect of a BSP Member, the Trustee;
 - (i) must immediately adjust the Member's benefits, or the basis of ascertaining the Member's benefits, in any manner it considers appropriate, having regard to any contributions likely to be paid in the future, the length of the Member's Service and Years of Participation and any other circumstances the Trustee considers relevant provided that the adjustment must not reduce the amount of the benefit below the lesser of;
 - (A) the Actuarial Reserve; and
 - (B) the benefit that would be payable if the Member voluntarily left Service,

on the date specified in the Choice of Fund Notice. The Trustee must not reduce the benefit below the minimum required by Superannuation Law; and

- (ii) must, subject to such terms and conditions as specified by the Trustee, either:
 - (A) pay that benefit in respect of the Member, in which case the Member shall cease to be a Member of the Plan; or
 - (B) transfer the Member to accumulation category of the Fund.
- (c) Unless required by Superannuation Law, the Trustee does not have to provide written notice to the Member under clause 4.5(a)(i) of the Participation Deed or any other provision of the Trust Deed in respect of:
 - (i) the receipt of a Choice of Fund Notice; or
 - (ii) any action taken by the Trustee under rule 9.5(b).
- (d) Unless the BSP Member becomes a member in the accumulation category of the Plan, when a Choice of Fund Notice is received in respect of a Member, a Member's Service ceases from the date specified in the notice, notwithstanding that the person may still be an Employee and a Member at that date.
- (e) When a Choice of Fund Notice is received in respect of a Member, the Member's Years of Participation cease to accumulate from the date specified in the notice, notwithstanding that the person may still be a Member at that date.

9.6 Choice of fund – GP Members

Where the Principal Employer is not required to offer a GP Member a choice of fund under Part 3A of the SG Act, but the Principal Employer nonetheless agrees with the GP Member that the GP Member may choose a superannuation fund to which employer contributions will be made, the Principal Employer, the GP Member and the Trustee may agree to arrangements in relation to contributions, insurance, benefits and membership in relation to that GP Member's participation in the Plan and/or the Fund that are different to the arrangements set out in the Rules.

9.7 Leave of Absence

- (a) In the event of a Member (other than a GP Member) being absent from work without full remuneration (and not receiving workers compensation payments), the Employer and the Trustee may make arrangements they consider appropriate concerning contributions and benefits for the Member for the period of absence.
- (b) If no arrangement is made under rule 9.7(a) for a BSP Member:
 - (i) the Member's contributions must cease during the period of absence;

- (ii) the period of absence is not counted in the calculation of the Member's benefits, except for the allocation of earnings and losses to the Member Account;
- (iii) if the Member dies or suffers Total and Permanent Disablement during the period of absence,
 - (A) that part of the benefit payable which is not the Insured Benefit is to be calculated as if the Member was receiving Superannuation Salary at an annual rate equal to the rate of the Final Wage at the date the absence commenced; and
 - (B) the Member remains entitled to receive from the insurer the Member's Insured Benefit.
- (c) If a BSP Member is absent from work and is receiving worker's compensation payments:
 - (i) the BSP Member may continue to contribute during the period of absence at the same percentage rate which applied immediately before the absence commenced, but the percentage is to be applied to the lesser of:
 - (A) the rate of compensation being received; and
 - (B) the rate of the Final Wage at the date the absence commenced;
 - (ii) unless paragraph (iv) applies, the period of absence is counted in the calculation of the BSP Member's benefits, but if the BSP Member is a CCA DB Member who chooses not to contribute under paragraph (i) then the period is counted as Years of Nil Contribution;
 - (iii) unless paragraph (iv) applies, the contributions required from the Employer in respect CCA DB Members under the Participation Deed and any benefit that becomes payable during the absence are to be calculated as if the Member was receiving a Superannuation Salary at an annual rate equal to the Final Wage at the date the absence commenced; and
 - (iv) for a Member who was a Category MD Member at the time of absence, the period of absence is counted in the calculation of the Member's benefits as if the Member was at work and receiving a Superannuation Salary equivalent in amount to the lesser of:
 - (A) the rate of compensation being received; and
 - (B) the rate of the Final Wage at the date the absence commenced.

9.8 Part-time Employees

In the event of a Member (other than a BSP Member or GP Member) being employed by an Employer on a part-time basis at any time while a Member of

the Plan, the Trustee may, after consultation with the Principal Employer, adjust the contributions and benefits in respect of the Member in such manner as the Trustee considers appropriate and will advise the Member of any adjustments that apply in regard to benefits and contributions as a result of the period of part-time employment.

9.9 Benefits in Service

The Trustee may pay a benefit to a Member who has not left Service where:

- (a) the benefit is attributable to another benefit that was transferred to the Plan; and
- (b) the Member requests payment;
- (c) Superannuation Law permits; and
- (d) the amount paid is the maximum amount that at the time of the request can be paid to the Member from the benefits transferred to the Plan in respect of the Member.

Each BSP Member may only receive one payment under this rule 9.9.

9.10 Minimum benefits

Notwithstanding any other Rule, if:

- (a) in relation to a GP Member:
 - (i) a law requires the Employer to provide a minimum level of benefits in respect of a GP Member; and
 - (ii) after considering any benefits provided for the GP Member in this and other funds, a superannuation guarantee charge (under the SG Act) would be imposed if a minimum level of benefits is not provided by the Employer,

the Principal Employer, the Trustee and the Actuary may agree to increase the GP Member's benefit under rule 5.2, as they consider appropriate, so as to provide the relevant minimum provided that the agreement must indicate the manner in which the benefits provided for a GP Member are to be increased; and

- (b) in relation to a Member other than a GP Member, a benefit payable in respect of a Member is less than the minimum benefit which the Trustee and Principal Employer agree is required to ensure that the Member's Employer is not liable to pay the superannuation guarantee charge (under the SG Act) in respect of that Member, then the benefit is increased to that minimum benefit. For the purpose of determining the minimum benefit, the Trustee and Principal Employer may have regard to the advice of the Actuary from time to time.

9.11 Family law

- (a) This clause 9.11 only applies to BSP Members and GP Members and overrides any other clauses in this Deed and the Participation Deed.

- (b) Unless clause 9.11(e) applies, if the Trustee is served with a Splitting Agreement or Splitting Order under the Family Law Act, the Trustee must, when it gives effect to the agreement or order, do one or both of the following as the Trustee considers appropriate:
 - (i) Reduce the amount of any Member Account;
 - (ii) Reduce the amount of any benefit payable to any person.
- (c) If:
 - (i) the Splitting Order or Splitting Agreement allows:
 - (A) the benefit of a beneficiary of the Plan to be split before a benefit becomes payable to that person; and
 - (B) the Trustee to do any of the things in Regulation 14G(3)(b), 14G(5) or 14G(5A) of the *Family Law (Superannuation) Regulations 2001* (Cth) ('Regulations').
 - (ii) no benefit payable to any other member of the Plan will be reduced as a result of the Trustee doing any of the things envisaged by Regulations 14G(3)(b), 14G(5) or 14G(5A) (if the interest of the beneficiary is a defined benefit interest (as defined in the Family Law Act and Regulations) - if it is not a defined benefit interest then this paragraph (b) does not apply),

then the Trustee may choose to give immediate effect to the Splitting Order or Splitting Agreement by doing any of those things in Regulation 14G(3)(b), 14G(5) or 14G(5A) and may:

 - (iii) reduce any Member Account
 - (iv) reduce the benefit payable to any person
 - (v) increase the contribution payable by any Member,

as it considers appropriate.
- (d) The Trustee must determine the manner and basis of the reduction under clause 9.11(b) and 9.11(c) (including the apportionment of anticipated costs and expenses between the Member, the Non-Member Spouse and any other person).
- (e) The Trustee is not required to reduce a Member's Member Account or benefit if the Member has paid the Non-Member Spouse an amount in full satisfaction of the Non-Member Spouse's entitlements and the Non-Member Spouse has given the notice to the Trustee required by regulation 14H of the Regulations.
- (f) If, at the time a benefit becomes payable in respect of a Member, a flagging agreement or order under the Family Law Act applies to the benefit, the Trustee will defer payment of the benefit until the flagging agreement or order is lifted unless the benefit is paid to a successor fund (as defined in the Superannuation Industry (Supervision) Legislation).

- (g) To the maximum extent permitted by law, it is declared that:
 - (i) any Non-Member Spouse is not a beneficiary of the trusts operating over the Plan by virtue of being a Non-Member Spouse;
 - (ii) the Trustee owes no duties, fiduciary or otherwise, to any Non-Member Spouse by virtue of being a Non-Member Spouse; and
 - (iii) the Trustee may take any steps it considers appropriate to notify any Non-Member Spouse about this rule.
- (h) This sub-clause 9.11(h) applies where a person's benefit or interest in the Plan becomes subject to an immediate Payment Split. Unless the person and the Trustee agree otherwise within 14 days of the benefit becoming subject to an immediate split, the part of the person's benefit taken to pay the person's Non-Member Spouse will be taken on a pro rata-ed basis across the investment portfolios in proportion to the attribution of the Member's benefit or interest immediately before the Payment Split.
- (i) The Trustee may retain for its own benefit out of:
 - (i) any amount payable from the Plan;
 - (ii) any amount paid to the Plan;
 - (iii) any Member Account;
 - (iv) the assets of the Plan (including any investment earnings of the Plan or any investment portfolio); or
 - (v) any combination of (i) - (iv), as it considers appropriate any fee that it is entitled to charge any person under the Regulations.
- (j) In this clause:

Family Law Act means the *Family Law Act 1975* (Cth).

Splitting Agreement or Splitting Order has the meaning given by the Family Law Act.

9.12 Defined Benefit transfer

- (a) A CCA DB Member may, if the Employer and the Trustee consent, elect to become an Accumulation Member from a date agreed with the Trustee, on such terms and subject to such conditions and in such category as are agreed between the Member, Trustee and the Principal Employer from time to time, in which case the Member will cease to be a CCA DB Member from the agreed date and the Member will relinquish the Member's rights and the rights of the Member's Dependents and legal personal representatives to receive any benefit as a CCA DB Member.
- (b) Where a CCA DB Member elects to become an Accumulation Member in accordance with clause 9.12(a), the Trustee will transfer such amounts from the Unallocated Account to the Member Account of the

Accumulation Member as it determines to be necessary to give effect to the agreed terms on which the Member is becoming an Accumulation Member.

10 Benefit offsets

10.1 Insurance offset

- (a) If the Trustee seeks to take out insurance or increase the amount of insurance in respect of a Member and the relevant insurer, for any reason, does not accept the Member on its standard terms, or restricts the level or scope of the insurance, the insurance cover provided for the Member will be for such amounts, if any, and on such terms and conditions as the Trustee, arranges with the insurer.
- (b) If the amount (if any) of the insurance under the Policy of Insurance is not paid or is paid as a reduced amount by the relevant insurer under the Policy of Insurance, the benefit payable on death, Total and Permanent Disablement or Temporary Disablement shall be adjusted as the Trustee considers appropriate having regard to the amount (if any) of the insurance limited or not paid by the relevant insurer under the Policy of Insurance and as Superannuation Law permits.

10.2 Reduction for Tax assessments

- (a) Without limiting the amounts that may be deducted from a Member's benefits under the Trust Deed by way of Tax payable in respect of a benefit, the amount of any benefit payable in respect of a Member will be reduced by the amount of any surcharge account maintained by the Trustee to account for surcharge assessments received in respect of the Member.
- (b) Clause 11.2 of the Trust Deed applies to all Members excluding GP Members and Pensioners. This clause 10.2(b) applies in relation to GP Members only. Where applicable and notwithstanding any provisions of the Trust Deed, but subject to Superannuation Law, the Trustee may (with the consent of the GP Member, or if it is consistent with an arrangement made between the GP Member and the trustee of the Former Group Fund, or if it was permitted by the trust deed of the Former Group Fund immediately before 30 June 2006), reduce the benefits accruing under or payable from the Plan to or in respect of a GP Member in such manner as the Trustee determines to be appropriate from time to time to take account of any tax, surcharge or charge (however described) and any advance instalment and associated amounts that in the opinion of the Trustee have been or may be assessed against the Former Group Fund in respect of the GP Member, or in connection with a contribution made or deemed to be made to the Plan or the Former Group Fund in respect of the GP Member and in respect of which no adjustment has been made under other provisions of the Deed, Rules or Plan Rules to the benefits accruing under or payable from the Plan in

respect of the GP Member. In considering whether the Trustee will reduce the benefits under this clause, the Trustee can have regard to any consent or direction given by the GP Member in respect of this issue (or a similar issue) to the Trustee or to the trustee of the Former Group Fund.

11 General

11.1 Amendment

This document may only be amended in accordance with [clause 6 (amendment)] of the Participation Deed.

11.2 Governing law

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.3 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

11.4 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

11.5 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

11.6 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

11.7 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

11.8 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

11.9 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause or rule to the disadvantage of a party merely because that party put forward the clause or rule or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Brisbane;
 - (vii) '\$' or 'dollars' is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a rule, clause, schedule or annexure is a reference to a rule, clause, schedule or annexure, as the case may be, of this document;

- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

11.10 Headings

Headings do not affect the interpretation of this document.

11.11 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

Executed as a deed.

Executed by Sunsuper Pty Ltd

[Redacted Signature]

Company Secretary/Director

[Redacted Name]

.....
Name of Company Secretary/Director
(print)

)
)

[Redacted Signature]

Director

[Redacted Name]

.....
Name of Director (print)

**Executed by Coca-Cola Amatil (Aust)
Pty Limited**

[Redacted Signature]

Company Secretary/Director

[Redacted Name]

.....
Name of Company Secretary/Director
(print)

)
)

[Redacted Signature]

Director

[Redacted Name]

.....
Name of Director (print)