
Sunsuper Pty Ltd

Frasers Property Australia Pty Limited

Superannuation Plan Agreement

Contents

1	Definitions	2
1.1	Terms defined in this document	2
1.2	Meaning of "Member"	2
1.3	Terms defined in Trust Deed	2
1.4	Rules of Sub-Plan	2
2	Participation	3
2.1	Application and acceptance of participation	3
2.2	Employees	3
2.3	Membership of Sub-Plan	3
2.4	Partial withdrawals permitted	4
3	Employer obligations	4
4	Insurance	4
4.1	Insurer	4
4.2	Employer obligation to notify	4
4.3	Cessation of Sub-Plan insurance cover	5
5	Fees	5
6	Services	5
6.1	Employer and Member services	5
6.2	Client relationship manager	5
6.3	Superannuation Committee	6
6.4	Additional services	6
6.5	Trustee not liable for Employer obligations	6
7	Termination	6
7.1	Acknowledgement of rights to terminate	6
7.2	Termination fees	6
8	General	7
8.1	Amendment	7
8.2	Governing law and jurisdiction	7
8.3	Relationship of parties	7
8.4	Counterparts	7
8.5	Waiver and exercise of rights	7
8.6	Rights cumulative	7
8.7	Consents	7
8.8	Further steps	8
8.9	Construction	8
8.10	Headings	9
8.11	Deed	9

Schedule - Schedule	10
Execution	24

Date 13 June 2016

Parties

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

Frasers Property Australia Pty Limited ABN 89 600 448 726 of Level 3, Building C, 1
Homebush Bay Drive, Rhodes NSW 2138 (**Principal Employer**)

Frasers Property Management Australia Pty Limited ABN 17 091 373 965 of Level 3,
Building C, 1 Homebush Bay Drive, Rhodes NSW 2138 (**Associated Employer**)

Frasers Property (APG) Pty Limited ABN 87 003 470 531 of Level 3, Building C, 1
Homebush Bay Drive, Rhodes NSW 2138 (**Associated Employer**)

Frasers Property Limited ABN 12 008 443 696 of Level 3, Building C, 1 Homebush
Bay Drive, Rhodes NSW 2138 (**Associated Employer**)

Frasers Property Industrial Constructions Pty Limited ABN 85 095 586 708 of Level
3, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138 (**Associated Employer**)

Background

- A The Trustee is the trustee of Sunsuper (**Fund**).
 - B This document is:
 - (a) an application by the Principal Employer, and each Associated Employer which is a party to this document, for admission as a Participating Employer of the Fund, under clause 3.1 of the Trust Deed; and
 - (b) acceptance by the Trustee of that application.
 - C The parties agree that an Employer's participation in the Fund is governed by the terms of this document.
-

Agreed terms

1 Definitions

1.1 Terms defined in this document

In this document these terms have the following meanings:

Associated Employer	(a) An associated employer named in the schedule ; and (b) A company which becomes an Associated Employer under clause 2.1(c) .
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Brisbane.
Commencement Date	The commencement date specified in the schedule .
Employer	The Principal Employer and each Associated Employer (if any).
Former Funds	Frasers Property Limited Superannuation Fund in BT Lifetime Super – Employer plan, and MLC MasterKey Business Super
Sub-Plan	That part of the Fund which is attributable to the Principal Employer's participation (including Associated Employers, if any) to be called Frasers Property Australia Superannuation Plan.
Superannuation Committee	A committee for the Sub-Plan established to perform similar functions to a policy committee as defined in SIS.
Trust Deed	The trust deed of the Fund dated 1 October 1987 as amended.

1.2 Meaning of "Member"

In this document "Member" refers to members of the Sub-Plan.

1.3 Terms defined in Trust Deed

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

1.4 Rules of Sub-Plan

- (a) The Rules of the Sub-Plan comprise:
 - (i) the Trust Deed;
 - (ii) this document.
- (b) This document overrides the Trust Deed to the extent of any inconsistency between those two documents.

2 Participation

2.1 Application and acceptance of participation

- (a) The Principal Employer and the Associated Employers named in the **schedule** (if any):
 - (i) apply to become Participating Employers in the Fund; and
 - (ii) agree to be bound by the Rules of the Sub-Plan.
- (b) The Trustee accepts the application and admits the Principal Employer and the Associated Employers named in the **schedule** (if any) as Participating Employers in the Fund effective on the Commencement Date.
- (c) The Trustee acknowledges that the Principal Employer may nominate other companies for admission as Participating Employers. The Principal Employer acknowledges that each such company will only be admitted on signing an application. Each such company becomes a Participating Employer and Associated Employer on acceptance by the Trustee of the company's application.

2.2 Employees

Details of:

- (a) categories of membership;
- (b) Member contribution rates;
- (c) Employer contribution rates; and
- (d) Insured Benefits,

are set out in the **schedule**.

2.3 Membership of Sub-Plan

- (a) An Employer acknowledges that:
 - (i) membership of the Sub-Plan is restricted to current Employees of the Employer from time to time;
 - (ii) on termination of an Employee's employment, that person ceases to be a Member of the Sub-Plan but may remain a member of the Fund by arrangement with the Trustee;
 - (iii) Spouses of Employees may be eligible to become members of the Fund by arrangement with the Trustee.
- (b) The **schedule** will set out details of any agreement in respect of former Employees or Spouses of Employees.
- (c) Where an Employer commences making superannuation guarantee contributions to another superannuation fund in respect of an Employee, that Employee ceases to be a Member of the Sub-Plan on the earlier of:

- (i) the date the Member's benefit is transferred to another superannuation fund;
- (ii) the last day of the period for which the Employer made the last superannuation guarantee contribution to the Fund.

2.4 Partial withdrawals permitted

A Member who withdraws part of their Retirement Credit, in accordance with the Trustee's requirements from time to time, remains a Member of the Sub-Plan.

3 Employer obligations

The Employer agrees with the Trustee:

- (a) to promptly remit Member and Employer contributions not less than monthly;
- (b) to otherwise comply with the obligations in relation to administration and contributions as set out in the **schedule**;
- (c) to promptly notify the Trustee if superannuation guarantee contributions commence to be made to another superannuation fund for any Employee.

4 Insurance

4.1 Insurer

- (a) The insurer for the Sub-Plan and the details of the insurance policy as at the Commencement Date are noted in the **schedule**.
- (b) Where a policy noted in the **schedule** is assigned to the Trustee, the Trustee agrees to maintain the policy with the insurer for the minimum period (if any) prescribed in the **schedule**. Otherwise, the Trustee may cancel the policy, modify the terms of the policy or take out a replacement insurance policy with another insurer on whatever terms the Trustee determines.
- (c) The Trustee will use its best endeavours to insure death and disablement benefits payable in accordance with the **schedule**. However any benefit payable in respect of a Member will be reduced by any amount by which:
 - (i) the insurance cover obtained is less than the insurance cover applied for; or
 - (ii) the claim paid by the insurer is less than the amount of insurance claimed.

4.2 Employer obligation to notify

The Principal Employer acknowledges that the Trustee may from time to time require the Employer to provide details of the composition of:

- (a) the Sub-Plan membership; and
- (b) Employees of the Principal Employer and Associated Employers (if any) eligible to join the Sub-Plan,

for the purpose of assessing the Insured Benefits available to Members.

4.3 Cessation of Sub-Plan insurance cover

- (a) Insurance cover under the Sub-Plan ceases on the day a person ceases to be a Member of the Sub-Plan, unless:
 - (i) a continuation option applies, in which case:
 - (A) insurance cover ceases on the date of expiry of the period for exercising the option; or
 - (B) continues on the terms and conditions applicable if the option is exercised;
 - (ii) a period of extended cover applies, in which case insurance cover ceases on the date of expiry of the period of extended cover.
- (b) Where the Member on ceasing to be a Member of the Sub-Plan remains a member of the Fund, insurance cover may continue to be available on such terms as are offered by the Trustee.

5 Fees

The fees and charges applicable to the Sub-Plan as the Commencement Date are as set out in the **schedule**. These are Sunsuper's standard fees and charges, and will change as and when the Trustee changes fees or charges in respect of the Fund generally at any time after the expiry of the minimum period specified in the **schedule**.

6 Services

6.1 Employer and Member services

- (a) The information services available to the Principal Employer as at the Commencement Date are set out in the **schedule**.
- (b) The information services available to Members as at the Commencement Date are set out in the **schedule**.

6.2 Client relationship manager

- (a) The Trustee will assign a client relationship manager as key contact, and a second contact person, for the Principal Employer and Superannuation Committee (if applicable), to resolve issues and manage the delivery of services to Members.
- (b) Details of the client relationship manager as at the Commencement Date are set out in the **schedule**. The Trustee will notify the Principal Employer of any changes from time to time.

6.3 Superannuation Committee

The Trustee will, on request, provide the following support to a Superannuation Committee for the Sub-Plan:

- (a) provide agenda, papers and supporting material for meetings, prepare minutes and manage matters arising;
- (b) provide material to assist in the conduct of elections for member representatives (but the Trustee does not participate in the conduct of any elections).

6.4 Additional services

The Trustee may also provide, or arrange provision of, the additional services specified in the **schedule** by agreement with the Principal Employer or the Superannuation Committee. Fees for additional services are paid on a consultancy basis to be agreed as required.

6.5 Trustee not liable for Employer obligations

An Employer acknowledges that the Trustee has no responsibility or liability to the Employer for any damages, loss or penalty, or any other liability of the Employer, arising from a breach by the Employer of any obligations of the Employer:

- (a) in relation to providing superannuation benefits for Employees; or
- (b) in relation to the Employer providing information or advice to Employees about superannuation.

7 Termination

7.1 Acknowledgement of rights to terminate

The Employer and the Trustee acknowledge that under the Trust Deed:

- (a) the Employer may at any time by notice in writing to the Trustee terminate its participation in the Fund as from a date specified in the notice and accepted by the Trustee;
- (b) the Trustee may by notice in writing to an Employer terminate the Employer's participation in the Fund on a date determined by the Trustee and specified in the notice.

7.2 Termination fees

An Employer acknowledges that on any termination of the Principal Employer's participation the Trustee will charge reasonable fees and expenses incurred in winding up the Sub-Plan and transfer to another fund up to a maximum of the Termination fees as set out in the **schedule** (if applicable).

8 General

8.1 Amendment

- (a) This document may only be varied or replaced by a document executed by the Trustee and the Principal Employer.
- (b) This document is intended to set out the benefits of Members on the Commencement Date.
- (c) Without limiting **clause 8.1(a)**, if any provision of this document, including an omission, would have the effect that any Member's benefits are not set out as intended, the Trustee may with the agreement of the Principal Employer make such changes to this document or take such other action as is necessary to correct the Member's benefits effective as at the Commencement Date.

8.2 Governing law and jurisdiction

- (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.

8.3 Relationship of parties

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

8.4 Counterparts

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

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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 to the disadvantage of a party merely because that party put forward the clause 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 clause, schedule or annexure is a reference to a 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.

8.10 Headings

Headings do not affect the interpretation of this document.

8.11 Deed

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

Schedule

Participating Employer details

Principal Employer

Principal Employer's Registered Name: Frasers Property Australia Pty Limited

Principal Employer's Trading Name: Frasers Property Australia

Postal Address: Level 3, Building C, 1
Homebush Bay Drive, Rhodes
NSW 2138

Street Address: Level 3, Building C, 1
Homebush Bay Drive, Rhodes
NSW 2138

ABN: 89 600 448 726

Employer contact person: [REDACTED]

Associated Employer

Associated Employer's Registered Name: Frasers Property Management Australia Pty Limited

Associated Employer's Trading Name: Frasers Property Australia

Postal Address: Level 3, Building C, 1
Homebush Bay Drive, Rhodes
NSW 2138

Street Address: Level 3, Building C, 1
Homebush Bay Drive, Rhodes
NSW 2138

ABN: 17 091 373 965

Employer contact person: [REDACTED]

Associated Employer

Associated Employer's Registered Name: Frasers Property (APG) Pty Limited

Associated Employer's Trading Name: Frasers Property Australia

Postal Address: Level 3, Building C, 1

	Homebush Bay Drive, Rhodes NSW 2138
Street Address:	Level 3, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138
ABN:	87 003 470 531
Employer contact person:	[REDACTED]
Associated Employer	
Associated Employer's Registered Name:	Frasers Property Limited
Associated Employer's Trading Name:	Frasers Property Australia
Postal Address:	Level 3, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138
Street Address:	Level 3, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138
ABN:	12 008 443 696
Employer contact person:	[REDACTED]
Associated Employer	
Associated Employer's Registered Name:	Frasers Property Industrial Constructions Pty Limited
Associated Employer's Trading Name:	Frasers Property Australia
Postal Address:	Level 3, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138
Street Address:	Level 3, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138
ABN:	85 095 586 708
Employer contact person:	[REDACTED]
Commencement Date	1 July 2016

Sub-plan details

Categories of membership:	<p>Single category of Members entitled to accumulation benefits, comprising:</p> <ul style="list-style-type: none"> (a) full-time permanent Employees (Full-time Permanent Employees), (b) part-time permanent Employees (Part-time Permanent Employees), (c) casual Employees (Casual Employees).
Eligibility criteria:	<p>All Employees at the Commencement Date who were members of the Former Funds are eligible for membership of the Sub-Plan. This includes both default members and previous Insurance Only members (Existing Default Members)</p> <p>All Employees at the Commencement Date who were not members of the Former Funds may elect to join the Sub-Plan at the invitation of the Employer (Existing Choice Members)</p> <p>All New Employees are eligible for membership of the Sub-Plan at the invitation of the Employer</p>
Definition of 'Salary'	'Salary' is defined as base remuneration plus superannuation as advised by the Employer.
Member contribution rate:	A Member may elect to contribute from either before or after tax earnings.
Employer contribution rate:	<p>The Employer will contribute to the Plan in respect of each Employee at the rate prescribed for the purposes of the <i>Superannuation Guarantee (Administration) Act 1992</i>.</p> <p>'Salary sacrifice' contributions are permitted by prior arrangement with the Employer.</p> <p>Additional voluntary contributions by the Employer are permitted.</p>

<p>Death/Total and Permanent Disablement (TPD) Insurance Benefits:</p>	<p>Standard Cover Formula for Full-time Permanent Employees</p> <p>The formula for the Insured Benefit payable on Death or TPD for Full-time Permanent Employees is the greater of:</p> <ul style="list-style-type: none"> a. Three times Salary, and b. 15% of Salary as at previous 1 July (or date membership commenced if later) multiplied by the number of years (counting completed months as fractions of a year) from 1 July on or preceding the date of a year) from 1 July preceding the date of death or TPD event (or date membership commenced if later than last 1 July) to age 65. i.e. $15\% \times \text{Salary} \times \text{Years of Future Membership (to age 65)}$ <p>For an Existing Default Member who is a Permanent Full Time Employee, unless the Member elects otherwise before the Commencement Date, the Insured Benefit on the Commencement Date will be no less than the amount of insurance cover applicable to them in the Former Fund immediately before the Commencement Date. This will comprise:</p> <ul style="list-style-type: none"> (a) cover in accordance with the formula above (i.e. greater of a. and b.); and (b) as required, an additional fixed dollar amount <p>Standard Cover Formula for Part-time Permanent Employees</p> <p>The formula for the Insured Benefit payable on Death or TPD for Part-time Permanent Employees is:</p> <p>15% of Salary as at previous 1 July (or date membership commenced if later) multiplied by the number of years (counting completed months as fractions of a year) from 1 July on or preceding the date of a year) from 1 July preceding the date of death or TPD event (or date membership commenced if later than last 1 July) to age 65.</p> <p>i.e. $15\% \times \text{Salary} \times \text{Years of Future Membership (to age 65)}$</p>
------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>For an Existing Default Member who is a Part-Time Permanent Employee, unless the Member elects otherwise before the Commencement Date, the Insured Benefit on the Commencement Date will be no less than the amount of insurance cover applicable to them in the Former Fund immediately before the Commencement Date. This will comprise:</p> <ul style="list-style-type: none"> (a) cover in accordance with the formula; and (b) as required, an additional fixed dollar amount <p><u>Additional cover</u></p> <p>Additional Death and TPD cover, Death only cover or TPD only cover is available, up to the maximum allowed by the Insurer, and on the terms and conditions as prescribed by the Insurer.</p> <p><u>Standard cover for Casual Employees</u></p> <p>The Insured Benefit on death or Total and Permanent Disablement for a casual Employee is \$50,000 provided on commencement of membership, unless the Member elects a different fixed dollar amount of cover before commencement of membership.</p> <p>For an Existing Default Member who is a Casual Employee, unless the Member elects otherwise before the Commencement Date, the Insured Benefit on the Commencement Date will be no less than the amount of insurance cover applicable to them in the Former Fund immediately before the Commencement Date. This will comprise:</p> <ul style="list-style-type: none"> (a) cover in accordance with the default \$50,000; and (b) as required, an additional fixed dollar amount
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Underwriting changes to cover</p> <p>The following changes in a Member's insurance cover are subject to acceptance by the insurer:</p> <ul style="list-style-type: none"> (a) an amount of cover in excess of the automatic acceptance limit in the Policy of Insurance or, for a casual Employee, an amount of cover in excess of the standard \$100,000 sum insured; (b) an application for an increase in the amount of cover; (c) an application for reinstatement of any cover that was previously cancelled. <p>Availability of cover</p> <p>Death and Total and Permanent Disablement cover is available to age 70.</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>Salary continuance Insurance Benefits:</p>	<p>Eligibility</p> <p>Income protection insurance is available to Permanent Employees working at least 15 hours per week, on the following basis:</p> <ul style="list-style-type: none"> (a) New Employees and Existing Choice Members who meet prescribed criteria have income protection cover from commencement of membership. (b) Existing Default Members have income protection cover as at the Commencement Date. (c) Members may elect to cancel cover at any time. (d) Members who do not qualify for default cover under paragraph (a) or who have previously cancelled their cover can apply for cover subject to acceptance by the insurer. <p>Amount of Insured Benefit</p> <p>The amount of the Insured Benefit payable on the Member's Total Disability is a monthly benefit equal to 75% of monthly Salary, payable for a maximum period of 2 years.</p> <p>The monthly benefit commences to be payable after the end of the waiting period of 90 days from the date of the disability.</p> <p>The amount of the monthly benefit will be reduced as provided in the Policy of Insurance and will cease to be payable as provided in the Policy of Insurance.</p> <p>Availability of income protection cover</p> <p>Income protection insurance is available to age 65.</p>
<p>Flat Administration Fees payable by:</p>	<p>Flat administration fees are debited to Member accounts.</p>
<p>Insurance premiums payable by:</p>	<p>Insurance premiums are debited to Member accounts.</p>
<p>Transfer of Service from one Sub-Plan Employer to another:</p>	<p>If a Member transfers employment from one Sub-Plan Employer to employment with another Sub-Plan Employer, the Member remains a Member of the Sub-Plan and that transfer of service is not deemed to be retirement from service for the purpose of the Trust Deed.</p>

Policy of Insurance

Insurer name and ABN:	AIA Australia Limited
Policy number:	MP8033
Takeover terms: [complete where insurance provided under Sunsuper policy]	Standard FSC terms as defined in IFSA Guidance Note No 11.00 dated September 2000.
Special terms:	
Minimum period	N/A
[Complete where policy assigned from Transferor Fund]	

Employer obligations: administration and contributions

Contribution information:	Provide through Sunsuper Employer Online using direct debit, or other agreed electronic format, for remittance.
New Member Information:	<p>Provide sufficient information through Sunsuper Employer Online for Trustee to establish member records.</p> <p>Encourage Employees to submit completed application forms.</p>
Withdrawals:	Notify terminating Employees through Sunsuper Employer Online as soon as practicable
Salary data:	To be supplied by the Employer by 5 July of each year.

Client relationship manager

Name of client relationship manager:

[REDACTED]

Telephone number:

[REDACTED]

Email:

[REDACTED]

Client services hotline:

13 11 84

Fees

Fee type and when payable	Fee amount
Flat Administration Fee Payable weekly per member:	\$1.40
Percentage Administration Fee Payable from Fund assets and deducted prior to determination of unit prices:	0.10% per annum (on balances up to \$800,000). Nil thereafter
Investment switch fee:	Nil
Investment fee:	See Product Disclosure Statement for list of investment options and fees applicable to each option*
Withdrawal fee Payable per benefit payment:	\$47
Insurance administration fee:	Nil
Incidental fees:	As set out in Product Disclosure Statement**
Termination fees for purpose of Clause 7:	Maximum of Withdrawal fee multiplied by the number of members at the time of termination.
<p>Minimum period for Flat and Percentage Administration Fee: 3 years from Commencement Date</p> <p>Minimum period for Insurance Premium Rates: 3 years from Commencement Date</p>	

* Investment fees are estimates only, based on information available at the date of the current Product Disclosure Statement, and will vary from time to time without notice.

** Incidental fees include fees for Family Law requests and splits.

Information services

Employer:

- ☐ Fund Annual Report
- ☐ Regular newsletters with the latest information about the fund, superannuation and investments in general
- ☐ Access to Sunsuper Employer-Online

Member:

- ☐ Product Disclosure Statement
- ☐ Annual Member Statements
- ☐ Fund Annual Report
- ☐ Web access to reporting on the performance of the various investment options
- ☐ Web access to the latest information about the fund, superannuation and investment in general.
- ☐ Member Online access to view and update personal information, view insurance details, check account balances, view beneficiary details, view contribution history, view and update investment strategies, request insurance and beneficiary forms
- ☐ Newsletters and brochures
- ☐ Access to call centre for your employees and payroll staff on 13 11 84 (8am to 6:30pm; Mon – Fri)
- ☐ Access to member education sessions on investment and superannuation topics.

Other services

N/A

Execution

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
Fraser's Property Australia Pty**

[Redacted Signature]

Company Secretary/Director

[Redacted Name]
Name of Company Secretary/Director
(print)

)
)

[Redacted Signature]

Director

[Redacted Name]

Name of Director (print)

**Executed by
Fraser's Property Management**

[Redacted Signature]

Company Secretary/Director

[Redacted Name]
Name of Company Secretary/Director
(print)

)
)

[Redacted Signature]

Director

[Redacted Name]

Name of Director (print)

Executed by
Fraser's Property (APG) Pty Limited

)
)

.....
Company Secretary/Director

.....
Director

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

.....
Name of Director (print)

Executed by
Fraser's Property Limited

)
)

.....
Company Secretary/Director

.....
Director

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

.....
Name of Director (print)

Executed by
Fraser's Property Industrial

)
)

.....
Company Secretary/Director

.....
Director

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

.....
Name of Director (print)