

Sunsuper Pty Ltd

National Roads and Motorists' Association Limited

Benefit Deed

SECTION 1.	DEFINITIONS.....	3
1.01	Defined Terms.....	3
1.02	Meaning of Beneficiary and Member.....	5
1.03	Terms defined in Trust Deed and Participation Deed.....	5
1.04	Payment as a Death Benefit.....	5
1.05	Benefits	5
1.06	Calculation of Net Earning Rate	5
SECTION 2.	TRANSFER.....	5
2.01	Allocation to Accounts	5
2.02	Membership eligibility	6
2.03	Membership Categories	6
2.04	Unallocated Account	6
SECTION 3.	CONTRIBUTIONS	6
3.01	Member Contributions	6
3.02	Employer Contributions	7
SECTION 4.	GENERAL BENEFIT PROVISIONS	7
4.01	Benefit Enhancements	7
4.02	Additional Benefits.....	7
4.03	Additional Benefits from Transfer	7
4.04	SIS Insurance Rules.....	7
4.05	Portability of Defined Benefits	7
4.06	Insurance.....	8
4.07	Compassionate grounds.....	8
4.08	Where Beneficiary is a Minor or subject to Legal Disability	8
4.09	Investment of Benefit Pending Payment	8
SECTION 5.	BENEFIT OFFSETS	9
5.01	Release of Money	9
5.02	Family Law	9
5.03	Tax	9
SECTION 6.	AMENDMENT	9
6.01	Amendment by Trustee and Principal Employer	9
SECTION 7.	GENERAL.....	10
7.01	Governing law	10
7.02	Relationship of parties.....	10
7.03	Counterparts.....	10
7.04	Waiver and exercise of rights	10
7.05	Rights cumulative	10
7.06	Consents	10
7.07	Further steps	10
7.08	Construction	10
7.09	Headings	11
7.10	Deed.....	11
SCHEDULE A	13
CLAUSE A.1	DEFINITIONS	13
A.1.1	Defined Terms	13
CLAUSE A.2	RETIREMENT BENEFITS	15
A.2.1	Retirement Benefit – Contributors.....	15
A.2.2	Retirement Benefit - Other DB Members	16
A.2.3	Late Retirement Benefit	16
CLAUSE A.3	INCAPACITY OR ILL HEALTH RETIRING DATE BENEFITS.....	16
A.3.1	Incapacity or Ill Health Retirement Date Benefit - Contributor.....	16
A.3.2	Incapacity or Ill Health Retirement Benefit - Other DB Members	16

A.3.3	Compliance with Law - Standards for Ill-Health	16
CLAUSE A.4	PAYMENT OF BENEFITS - GENERAL	17
A.4.1	Adjustment of Retirement Benefit	17
A.4.2	Adjustment of Incapacity or Ill-Health Benefit.....	17
A.4.3	Adjustment of Death in Service Benefit.....	17
A.4.4	Adjustment of Death Benefit	17
A.4.5	Adjustment of Total and Permanent Disablement Benefit.....	17
A.4.6	Adjustment of Redundancy Benefit.....	17
A.4.7	Interest on Late Payment or Transfer of Benefits.....	17
A.4.8	Entitlement to Benefits	17
CLAUSE A.5	DISABILITY BENEFITS.....	18
A.5.1	Total and Permanent Disablement Benefit.....	18
A.5.2	Total but Temporary Disablement Benefit – DB Member.....	18
A.5.3	Termination of Total but Temporary Disablement Benefit.....	18
A.5.4	Limitations on Total but Temporary Disablement Benefit.....	18
CLAUSE A.6	DEATH BENEFITS	18
A.6.1	Death before Normal Retirement Date – Contributors	18
A.6.2	Death before Normal Retirement Date – Other DB Members	19
A.6.3	Death on or after Normal Retirement Date – DB Members.....	19
A.6.4	Funeral Expenses Supplement	19
CLAUSE A.7	CHILDREN'S BENEFIT	19
A.7.1	Children under 16 years.....	19
A.7.2	Children between 16 and 21 years	20
A.7.3	Trustee to determine manner payable	20
A.7.4	Benefits limited to 3 youngest Children.....	20
A.7.5	Trustee's discretion – Additional Benefit.....	20
CLAUSE A.8	RESIGNATION BENEFITS.....	20
A.8.1	Resignation Benefit – Contributor	20
A.8.2	Resignation Benefit – Other DB Members	21
CLAUSE A.9	REDUNDANCY	21
A.9.1	Redundancy Benefit – Contributor or Former Contributor.....	21
A.9.2	Redundancy Benefit - Other Members.....	21

Date

2 NOVEMBER 2020

Parties

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

National Roads and Motorists' Association Limited (ABN 77 000 010 506) of Level 13, 151 Clarence Street Sydney, NSW, 2000 (**Principal Employer**)

Background

- A The Trustee is the trustee of Sunsuper Superannuation Fund (**Fund**).
- B The Fund is governed by a declaration of trust dated 1 October 1987 as amended (**Trust Deed**).
- C The Principal Employer is a principal employer of the Former Fund.
- D The Principal Employer has applied to become a Participating Employer in the Fund from the Transfer Date.
- E The terms on which the Principal Employer is to participate in the Fund are recorded in the Participation Deed entered into by the parties in accordance with clause 3.6 of the Trust Deed (**Participation Deed**).
- F This document constitutes a Defined Benefit Agreement entered into by the parties pursuant to clause 5.9 of the Trust Deed and the Participation Deed.

Agreed terms

SECTION 1. DEFINITIONS

1.01 Defined Terms

In this document, including the recitals, these terms have the following meaning:

Casual Employee means a person who is classified by the Employer as a casual employee.

Choice Start Date means, in respect of a Member, the first day in respect of which the Employer is required to make contributions to the Member's Chosen Fund.

Chosen Fund means, in relation to a Member, the Member's "chosen fund" for the purposes of Part 3A, Division 4 of the SGC Act to which the Employer:

- (a) must contribute in order to comply with the "choice of fund requirements" in section 32C of the SGC Act; or
- (b) otherwise agrees with the Member to contribute.

Commissioner means, as the context requires, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Commissioner of Taxation, the Chief Executive Medicare and any other applicable person, entity or department.

Contributions mean:

- (a) contributions by, or in respect of, a Member, or by the Employer, to the Former Fund before the Transfer Date; and

- (b) on and from the Transfer Date in relation to a Contributor, contributions paid to the Plan and attributed to the Plan during Contributory Service including contributions (if any) waived under clause 3.01(c);
- (c) on and from the Transfer Date in relation to a Non-Contributory DB Member, contributions paid to the Plan and attributed to the Plan to fund benefits for that Non-Contributory DB Member; and
- (d) on and from the Transfer Date, contributions paid or payable, as the context requires, to the Plan by the Employer (and attributed to the Plan) pursuant to clause 3.02 and any other contributions to the Plan by the Employer made in respect of an Accumulation Member and/or DB Member.

Contributor means a DB Member who is paying Contributions, or whose Contributions are waived, deemed to be paid, or refused by the Trustee under the Rules. If a Contributor has elected to become a Non-Contributory DB Member, he or she is not a Contributor while a Non-Contributory DB Member.

Deductible Contribution means a deductible contribution made to the Plan at the time that the contribution was made.

DB Member means a 'DB Member' in the Former Fund immediately before the Transfer Date, as advised to the Trustee by the Former Fund Trustee, and who has not switched to become an Accumulation Member under clause 2.03(c).

Defined Benefit means a benefit to which a DB Member or Pensioner is or may become entitled.

Employee means a permanent employee of an Employer, not being a Casual Employee, or a person nominated by an Employer to be an employee for the purposes of the Plan.

Former Fund means the IAG & NRMA Superannuation Plan.

Former Fund Trustee means IAG & NRMA Superannuation Pty Ltd ABN 77 000 300 934.

Full Time Employee means an Employee employed by an Employer on a full time basis.

Net Earning Rate means, subject to clause 1.06, in respect of assets other than those reflected in the Member's Retirement Credit, the rate of interest calculated by the Trustee from time to time after consultation with the Actuary.

Non-Contributory DB Member means a DB Member who is not a Contributor.

Part Time Employee means an Employee who is employed by an Employer on a part time basis.

Plan means that part of the Fund to be known as the NRMA Superannuation Plan which is attributable to the Employers' participation in the Fund.

Preserved Benefit means in respect of each Member the benefit, if any, determined by the Trustee as being the benefit required by the Superannuation Law to be preserved for the Member.

Section means a clause or a group of clauses identified by the same initial number.

Service means in respect of an Employee, consecutive periods of employment with any one or more of the Employers (and an employer participating as an employer in the Former Fund) and shall be deemed to be continuous notwithstanding:

- (a) absence on leave authorised by the Employer; or
- (b) absence during service in the armed forces in war or for compulsory military training or during service approved by the Employer in a national emergency; or
- (c) absence for such other reasons as the Employer from time to time shall deem not to affect continuity of service,

PROVIDED THAT where the Trustee is satisfied that a Member otherwise withdrawing from Service is likely to return to Service within a reasonable period, it may, with the agreement of the Employer, make such arrangements as regards his or her accrual of benefits as it considers appropriate.

Services Agreement is the document titled Services Agreement entered into by the parties contemporaneously with this document.

SGC Act means the Superannuation Guarantee (Administration) Act 1992 (Cth).

SIS Insurance Rules means the requirements of SIS as to the Insured Benefits to be provided in respect of Members.

Splittable Contribution has the same meaning as in SIS.

Total but Temporary Disablement in relation to a Member means, after the applicable waiting period, a benefit is payable in respect of that Member under the Policy of Insurance effected by the Trustee to provide a temporary income replacement benefit in the event that the Member is totally, or partially, incapable of employment due to illness or injury. "**Totally but Temporarily Disabled**" has a corresponding meaning.

Transfer Date means 00:01am on the date agreed between the Former Fund Trustee and the Trustee, such date being not later than 21 December 2020 (**End Date**) or such other End Date as the parties agree.

Unallocated Account means the Unallocated Account maintained for the Plan.

1.02 Meaning of Beneficiary and Member

In this document:

- (a) Beneficiary means a Member and any person entitled to receive a benefit under this document.
- (b) Unless otherwise specified, Member means a DB Member.

1.03 Terms defined in Trust Deed and Participation Deed

- (a) The Trust Deed is the Trust Deed dated 1 October 1987 under which the Fund is constituted.
- (b) The Participation Deed is the Deed entered into by the parties contemporaneously with this document which, together with the Services Agreement, sets out the terms under which the Employers participate in the Fund.
- (c) Words and phrases defined in the Trust Deed or in the Participation Deed have the same meaning in this document unless another meaning is apparent from the context in which the word or phrase is used in this document.

1.04 Payment as a Death Benefit

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.

1.05 Benefits

Unless otherwise specified in this document, the benefit payable to or in respect of a Member or other Beneficiary is determined under Schedule A.

1.06 Calculation of Net Earning Rate

- (a) The Trustee shall, in respect to any given period, determine the Net Earning Rate having regard to the performance of the Plan assets, other than those reflected in the Members' Retirement Credit, any taxes deducted, or which may be deducted, and any other factors the Trustee considers appropriate.
- (b) The Trustee may, if it considers it appropriate, adopt a method of calculating the Net Earning Rate which does not bring to account in the one period the full investment return achieved during that period, but spread it over a number of periods.

SECTION 2. TRANSFER

2.01 Allocation to Accounts

- (a) The Trustee and the Employer acknowledge that the Trustee is to receive payments from the Former Fund which must be allocated to the Plan in the following manner:
- (b) An amount attributable to a Member's:
 - (i) 'casual contribution account' balance in the Former Fund at the Transfer Date, as notified to the Trustee by the Former Fund Trustee, must be allocated to the Member's Retirement Credit; and
 - (ii) 'top up account' balance in the Former Fund at the Transfer Date, as notified to the Trustee by the Former Fund Trustee, must be allocated to the Member's Retirement Credit.
- (c) Contributions made by a Member after the Transfer Date in addition to those required under the Rules are credited to the Retirement Credit of the Member.

2.02 Membership eligibility

- (a) Each Member was a member of a defined benefit category of the Former Fund.
- (b) If a Member ceases to be a Defined Benefit Member, the Trustee must then make arrangements with the Member and the Principal Employer for the provision of benefit from the Fund as an Accumulation Member.

2.03 Membership Categories

- (a) Each Member, 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 Transfer Date, as advised to the Trustee by the Former Fund Trustee.
- (b) Each Member remains a member of the category in which that person was admitted under clause 2.03(a) on and from the Transfer Date, unless and until the Principal Employer nominates the Member as a Contributor (notwithstanding that such person would not otherwise be eligible to be a Contributor) and the Trustee accepts that person as a Contributor. The Trustee may in its absolute discretion accept or refuse to accept such person as a Contributor.
- (c) A Member may elect to become an Accumulation Member by notice to the Trustee, with effect from the beginning of the month following the Trustee's receipt of the notice (Transfer Time). Such a switch is irreversible. The Trustee shall credit a transfer amount to the Retirement Credit of such Member. The transfer amount will be the benefit calculated under this document as if the Member voluntarily left Service on the Transfer Time.
- (d) A Member who selects a Chosen Fund other than the Plan will automatically be switched to the division in the Fund through which the Sunsuper for Life product is issued on the Choice Start Date. Such a switch is irreversible. The Trustee shall credit a transfer amount to the Retirement Credit of such Member. The transfer amount will be the benefit calculated under this document as if the Member voluntarily left Service on the Choice Start Date.

2.04 Unallocated Account

- (a) Defined Benefits under the Plan, as specified in this document, are to be met from the Unallocated Account.
- (b) Where the Trustee determines that there is a surplus in the Unallocated Account the Trustee may, if the Participating Employer requests, apply the surplus in any manner permitted by Superannuation Law, including to meet Employer contributions in accordance with the Participation Deed.

SECTION 3. CONTRIBUTIONS

3.01 Member Contributions

- (a) A Contributor shall, subject to paragraph (b) of this clause, pay to the Trustee regular Contributions to the Plan at a rate equivalent to either:
 - (i) 3% of Salary; or
 - (ii) 5% of Salary;

On the Transfer Date, the Contributor's contribution rate is the rate that applied in the Former Fund immediately before the Transfer Date as notified to the Trustee by the Former Fund Trustee.
- (b) A Contributor may change the selected rate of Contributions, or elect to become a Non-Contributory DB Member, but only at the times, and in accordance with the procedures, specified by the Trustee.
- (c) The Employer may, in any one year, request the Trustee to waive the whole or part of the Contributions otherwise payable by a Member to the Trustee, in which event the Contributions of the Member for that year shall be reduced by such amount. If the Trustee agrees to the Employer's request, the Employer must, if the Trustee is so advised by the Actuary, contribute in that year a sum equal to the amount so waived in addition to its Contributions payable under clause 3.02.

- (d) After a Contributor has attained age 70, the Trustee may, to the extent permitted under the Superannuation Law, refuse to accept Contributions in respect of such Contributor, or accept Contributions on special terms agreed between the Trustee, the Contributor and the Employer.

3.02 Employer Contributions

The Principal Employer agrees to contribute (and, if it so determines, will procure its Associated Employers to contribute) in accordance with the Participation Deed.

SECTION 4. GENERAL BENEFIT PROVISIONS

4.01 Benefit Enhancements

Subject to the consent of the Principal Employer, the Trustee may, by resolution, implement benefit enhancements by way of one-off benefit improvements, or periodic adjustments to Contribution levels, in respect of Accumulation Members and/or DB Members of the Plan. To the extent such benefit enhancements, or adjustments to Contribution levels, are met from the Unallocated Account, the Trustee must first consult with, and have regard for the advice of, the Actuary

4.02 Additional Benefits

The Trustee may pay benefits in addition to those otherwise payable under the Rules to Accumulation Members and/or DB Members of the Plan, or their Dependants:

- (a) in the case of the benefit payable to a Contributor on resignation under clause A.8 of Schedule A, if the Trustee, in its absolute discretion thinks fit; or
- (b) when requested by the Employer; or
- (c) in any other circumstances, if the Trustee so determines and agrees with the Employer;
subject to:
 - (d) in the case of an additional benefit to be paid pursuant to paragraph (a), the Trustee being satisfied, after receiving the advice of the Actuary, that the payment can be made without detrimentally affecting the financial position of the Plan; and
 - (e) in the case of an additional benefit to be paid pursuant to paragraphs (b) or (c) from the Unallocated Account, the Employer making any additional Contributions the Actuary advises are necessary having regard to the financial position of the Plan.

4.03 Additional Benefits from Transfer

The Trustee shall pay any additional benefit determined in accordance with clause 4.05(c) by way of addition to the benefit otherwise payable to or in respect of the Member under this document.

4.04 SIS Insurance Rules

The Trustee shall ensure that Insured Benefits provided under the Plan are provided in accordance with, and/or meet the requirements of, the SIS Insurance Rules. Where there is a conflict or inconsistency between the SIS Insurance Rules and a provision of the Rules, the SIS Insurance Rules prevail to the extent of the conflict or inconsistency.

4.05 Portability of Defined Benefits

- (a) A Member may, with the consent of the Employer, request the Trustee to accept the transfer to the Plan of his or her interest in another superannuation fund or from an approved deposit fund or from an annuity in which the Member has participated.
- (b) Where a Member has made a request pursuant to paragraph (a), and the Trustee is satisfied that the fund or annuity in which the Member participated is one from which the Superannuation Law permits the Trustee to accept transfers, the Trustee may accept money or other assets in respect of the Member's participation in the other fund or annuity as assets of the Plan and, if so, attribute such assets to the Plan.
- (c) The Trustee shall in its absolute discretion (after considering the advice of the Actuary) determine any additional benefits for a Member under the Plan to take account of any amount transferred to the Plan in relation to that Member and attributed to the Plan.

- (d) The Trustee shall ensure that benefits arising from an amount transferred to the Plan pursuant to this clause are preserved to such extent as is necessary under the Superannuation Law and do not become payable earlier than permitted under the fund or annuity from which the amount has been transferred, nor earlier than any other benefit payable to the Member under this Plan, nor later than is permitted under the Superannuation Law.
- (e) Subject to the Superannuation Law, a Member, in respect of the balance of his or her Retirement Credit may request the Trustee in writing to transfer all or part of such amount to another fund or benefit arrangement acceptable under the Superannuation Law and the Trustee must transfer such amount in accordance with the request unless the Trustee, in its discretion, refuses the request when permitted to do so under the Superannuation Law.
- (f) A Member may request the Trustee in writing to transfer an amount that is the whole or part of the Member's Splittable Contributions to the Plan in the previous financial year (up to the maximum permitted under the Superannuation Law) referable to the Splittable Contribution standing to the credit of his or her Retirement Credit to another fund or benefit arrangement acceptable under Superannuation Law for the benefit of the Member's Spouse and the Trustee must transfer such amount in accordance with the request, unless the Trustee, in its discretion, refuses the request when permitted to do so under the Superannuation Law.

4.06 Insurance

- (a) Subject to Superannuation Law, the Trustee may self-insure the whole or any part of the benefit payable under the Plan in relation to any Member or group of Members and, to the extent that a benefit is self-insured ("self-insured component"), the Trustee may:
 - (i) specify terms upon which the self-insured component is provided to a Member or group of Members; and/or
 - (ii) reduce, limit or vary the amount of the self-insured component and adjust the benefit payable under the Plan accordingly.

4.07 Compassionate grounds

- (a) If the Commissioner has made a written determination that a Member has satisfied a condition of release under SIS on compassionate grounds, the Trustee may pay to the Member an amount determined by the Commissioner, to a maximum of the amount calculated under this document, as if the Member voluntarily left Service on the date of payment. To the extent that the payment is not met from the Member's Retirement Credit, the Trustee must:
 - (i) record a charge against the Member's interest; and
 - (ii) adjust the amount of the charge having regard for the Net Earning Rate until the Member's benefit becomes payable, or the Member becomes an Accumulation Member, at which time the charge (so adjusted) is subtracted from the Member's Retirement Credit.

4.08 Where Beneficiary is a Minor or subject to Legal Disability

- (a) If a Beneficiary is a Child under age 18 at the time a benefit under the Rules is payable to him or her, the Trustee may pay the benefit to a person in trust for the maintenance, benefit or advancement of the Child.
- (b) If, in the opinion of the Trustee, a Beneficiary is subject to a legal disability, the Trustee may pay the benefit to which that Beneficiary is entitled under the Rules to his or her Legal Personal Representative for the maintenance, benefit or advancement of the Beneficiary.
- (c) Payment by the Trustee under this Rule represents a full and complete discharge to the Trustee of its obligations to the Beneficiary under the trusts of the Fund.

4.09 Investment of Benefit Pending Payment

- (a) A lump sum payable under the Plan (except that component which represents the Member's Retirement Credit) for a Member:
 - (i) who ceases Service other than as a result of Total and Permanent Disablement, on the date that the Trustee is notified that the Member has ceased Service;

- (ii) who ceases Service as a result of Total and Permanent Disablement, on the date that the Trustee determines that the Member is Totally and Permanently Disabled;
- (iii) who dies while in Service, on the date that the Trustee is notified that the Member has died,

will be invested by the Trustee until the date such benefit is paid, or transferred from the Plan, as applicable. If, in the case of a Member who dies while in Service, the Trustee is not notified of the Member's death for more than 14 days after death, the Trustee shall pay interest at the Net Earning Rate on the amount payable from the date of death until the date that such amount is invested by the Trustee.

SECTION 5. BENEFIT OFFSETS

5.01 Release of Money

- (a) Notwithstanding any other provision of the Rules, the Trustee shall if required by Superannuation Law, and may if permitted by Superannuation Law, pay to or in respect of a Member an amount equivalent to any Tax that is required to be paid in relation to Contributions to, or benefits paid from, the Plan in respect of that Member.
- (b) Where the Trustee makes such payment, it shall adjust the Member's interests in and entitlements from the Plan having regard for the payment made.

5.02 Family Law

- (a) Despite any other provision in the Trust Deed, this document or the terms of any agreement in relation to a Member's benefits, where the Trustee:
 - (i) creates a new interest for the Spouse or former Spouse of a Member to give effect to a Payment Split; or
 - (ii) transfers or rolls over the entitlement of the Spouse or former Spouse of a Member under a Payment Split;
 - (iii) the Trustee must reduce the amount of the Member's benefit by an amount determined by the Trustee to account for the interest or entitlement of the Member's Spouse or former Spouse.
- (b) In this clause 5.02:
 - (i) Family Law Act means the Family Law Act 1975 (Cth).
 - (ii) Payment Split has the meaning has the meaning given by the Family Law Act.

5.03 Tax

- (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 any offset account maintained by the Trustee to account for any surcharge assessments received in respect of the Member and any other Tax attributable to the Member pursuant to Division 293 of the Income Tax Assessment Act 1997, that is not paid from the Member's Retirement Credit.
- (b) An offset account will be maintained (and adjusted having regard for the Net Earning Rate) and deducted when the Member's benefit becomes payable, or when the Member becomes an Accumulation Member under clause 2.03(c). Any decision of the Trustee in this regard shall be final and binding.

SECTION 6. AMENDMENT

6.01 Amendment by Trustee and Principal Employer

- (a) This document may only be varied or replaced by a document executed by the Trustee and the Principal Employer.
- (b) Without limiting paragraph (a), if any provision of this document, including an omission, would have the effect that any person'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 error effective as at the Transfer Date.

SECTION 7. GENERAL

7.01 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.

7.02 Relationship of parties

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

7.03 Counterparts

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

7.04 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.

7.05 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.

7.06 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.

7.07 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.

7.08 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 Appendices to it;
- (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.

7.09 Headings

Headings do not affect the interpretation of this document.

7.10 Deed

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

Executed as a deed.

EXECUTED by SUNSUPER PTY LTD
pursuant to section 127 of the *Corporations Act 2001*



Signature of Authorised Person



(Print) Name of Authorised Person



Signature of Authorised Person



(Print) Name of Authorised Person

Signed by **National Roads and Motorists' Association Limited (ACN 000 010 506)** by its attorneys pursuant to power of attorney dated 2 April 2019 who state that no notice of revocation of the power of attorney has been received and that he/she has not ceased to hold office with or to be an employee of National Roads and Motorists' Association Limited or a subsidiary of National Roads and Motorists' Association Limited:

Signature of Attorney

Name of Attorney in full

Title

Signature of Attorney

Name of Attorney in full

Title

SCHEDULE A

CLAUSE A.1 DEFINITIONS

A.1.1 Defined Terms

In this Schedule A, unless the context otherwise requires:

Age Scaled Benefit means, in the event of the Member's death:

- (a) before his or her 35th birthday, \$40,000; or
- (b) on or after his or her 35th birthday and before his or her 40th birthday, \$30,000; or
- (c) on or after his or her 40th birthday and before his or her 45th birthday, \$24,000; or
- (d) on or after his or her 45th birthday and before his or her 50th birthday, \$18,000; or
- (e) on or after his or her 50th birthday and before his or her 55th birthday, \$12,000; or
- (f) on or after his or her 55th birthday and before his or her 65th birthday, \$6,000; or
- (g) on or after his or her 65th birthday, nil.

Contributory Service means, in respect of a Contributor, periods of Contributory Service during which the Contributor elected to contribute, adjusted proportionately for periods during which the Contributor is employed as a Part Time Employee.

"C" means, in respect of a Contributor, the relevant period (measured in complete months) of Contributory Service advised to the Trustee by the Former Fund Trustee, plus the period of Plan Service after the Transfer Date during which the Contributor elected to contribute at the rate of 5% of Salary, adjusted proportionately for periods during which the Contributor is employed as a Part Time Employee.

DB Accumulation means, in relation to a Member, the aggregate of the following:

- (a) the amount equal to the 'DB Accumulation' in respect of the Member in the Former Fund, immediately prior to the Transfer Date, as advised to the Trustee by the Former Fund Trustee; and
- (b) for any period as a Contributor after the Transfer Date, 3% of Salary less a sum equal to (or less, if determined by the Employer and agreed with the Trustee) the Tax which would have applied if such amount was a Deductible Contribution; and
- (c) for any period as a Non-Contributory DB Member after the Transfer Date a percentage of Salary equal to the appropriate charge percentage for the time being applicable to the Employer under the SGC Act, less a sum equal to (or less, if determined by the Employer and agreed with the Trustee) the Tax which would have applied if such amount was a Deductible Contribution; and
- (d) interest on the amounts in paragraphs (a), (b) and (c) at the Net Earning Rate.

Equivalent Annual Salary means, in respect of a Member who is a Part Time Employee, the amount calculated in the following manner:

$$\text{Salary} \times \frac{A}{B}$$

where

"A" is the standard number of hours worked per week for which Full Time Employees are employed;

"B" is the standard number of hours per week for which the Member is employed.

F.A.S. means, unless otherwise stated, the average of the Member's 3 highest Plan Salaries out of the last five years of Service. When determining a Member's Plan Salary to calculate FAS, the Member's Salary from each 12 month period beginning on the start of the first pay period in October.

Full Time Employee means an Employee employed by an Employer on a full-time basis.

Incapacity or Ill Health Retiring Date means, in the case of a Member who retires with the consent of the Employer after at least 7 years' Service in circumstances where the Member is not entitled to a benefit on Total and Permanent Disablement under clause A.5.1, the date of actual retiring because of incapacity or ill-health.

"M" means the period of membership advised to the Trustee by the Former Fund Trustee, plus the period of membership (measured in complete months) as a Non-Contributory DB Member after the Transfer Date, adjusted proportionately for periods during which the Member is employed as a Part Time Employee; and

"M₁" relates to the period of membership (measured in complete months) in respect of each period of accrual as defined in "R".

Member 3% Account means:

- (a) In relation to a Member, the aggregate of the following:
- (i) the amount equal to the Members 'aggregated contribution benefit (D)' in the Former Fund immediately prior to the Transfer Date, as advised to the Trustee by the Former Fund Trustee; and
 - (ii) the amount of his or her Contributions under clause 3.01 made at the rate of 3% of Salary after the Transfer Date;
 - (iii) the amount of Contributions paid by the Employer on behalf of the Contributor pursuant to clause 3.01(c) after the Transfer Date, less a sum equal to (or less, if determined by the Employer and agreed with the Trustee) the Tax which would have applied if such an amount was a Deductible Contribution during any period such Contributor has elected to contribute at the rate of 3% of Salary; and
 - (iv) interest on the amounts in paragraphs (i), (ii) and (iii) at the Net Earning Rate.

Member 5% Account means:

- (a) In relation to a member, the aggregate of the following:
- (i) the amount equal to the Members 'aggregated contribution benefit (A)' in the Former Fund immediately prior to the Transfer Date, as advised to the Trustee by the Former Fund Trustee;
 - (ii) the amount equal to the Members 'aggregated contribution benefit (B)' in the Former Fund immediately prior to the Transfer Date, as advised to the Trustee by the Former Fund Trustee; and
 - (iii) the amount of his or her Contributions under clause 3.01 made at the rate of 5% of Salary after the Transfer Date;
 - (iv) the amount of Contributions paid by the Employer on behalf of the Contributor pursuant to clause 3.01(c) after the Transfer Date, less a sum equal to (or less, if determined by the Employer and agreed with the Trustee) the Tax which would have applied if such an amount was a Deductible Contribution, except during any period such Contributor has elected to contribute at the rate of 3% of Salary; and
 - (v) interest on the amounts in sub-paragraphs (i), (ii), (iii), and (iv) at the Net Earning Rate.

Normal Retiring Date means, unless clause A.2.3 applies in relation to a Member, the 65th birthday of a Member.

Plan Salary means in respect of a Member:

- (a) who is a Part Time Employee, Equivalent Annual Salary;
- (b) who is a Full Time Employee, Salary.

Plan Service means, in respect of a Contributor, the period of Plan Service advised to the Trustee by the Former Fund Trustee plus the number of complete months of Service during which he or she has been a Contributor after the Transfer Date, less any period after the Transfer Date during which Contributions have been waived by the Trustee unless the Employer agrees that such period is to be included as Plan Service.

"R" means:

- from 1 January, 1988 to 30 June, 1992 - 3.5;
- from 1 July, 1992 to 31 December, 1992 - 5.0;
- from 1 January, 1993 to 30 June, 1995 - 6.0;
- from 1 July, 1995 to 30 June, 1998 - 7.0;

- from 1 July, 1998 to 30 June, 2000 - 8.0;
- from the date the appropriate charge percentage applicable to the Employer under the SGC Act is 8% - 9.0;
- from the date the appropriate charge percentage applicable to the Employer under the SGC Act is 9% - 10.0; and

"R_i" is the accrual rate applying in each period.

"T" means, in respect of a Contributor, the relevant period (measured in complete months) of Contributory Service advised to the Trustee by the Former Fund Trustee, plus the period of Plan Service after the Transfer Date during which the Contributor elected to contribute at the rate of 3% of Salary, adjusted proportionately for periods during which the Contributor is employed as a Part Time Employee.

Total and Permanent Disablement:

- (a) means that the Member has, as a result of an injury which occurred, or an illness which commenced, while the Member was in Service:
- (i) suffered the loss of two limbs or the sight of both eyes or the loss of one limb and sight of one eye; or
 - (ii) been absent from Service for 6 consecutive months and in the opinion of the Trustee, after consideration of such medical or other evidence as the Trustee may require, has become incapacitated to such an extent as to render the Member unlikely ever to be able to resume work in the Member's former occupation or any occupation for which he or she is reasonably qualified by education training or experience,

PROVIDED THAT

- (b) the disablement was not inflicted or aggravated by the Member for the purpose of obtaining a benefit; and
- (c) the Trustee and the Employer may agree to waive or reduce the requirement for the Member to have been absent from employment for 6 consecutive months.

"Totally and Permanently Disabled" has a corresponding meaning.

Voluntary Early Retiring Date means the date of actual retiring where a Member exercises his or her right to retire voluntarily on or after attaining age 55 but before his or her Normal Retiring Date.

CLAUSE A.2 RETIREMENT BENEFITS

A.2.1 Retirement Benefit – Contributors

Each Contributor or Member who was formerly a Contributor (or a contributor in the Former Fund), shall be entitled upon his or her Voluntary Early Retiring Date or Normal Retiring Date, to payment of a lump sum benefit to be the aggregate of:

- (a) For any period of Contributory Service up to and including 31 December, 1998:

$$F.A.S. \times \frac{23}{100} \times \frac{C}{12}; \text{ and}$$

for any period of Contributory Service on and from 1 January, 1999:

$$F.A.S. \times \frac{21}{100} \times \frac{C}{12};$$

- (b) For any period of Contributory Service up to and including 31 December, 1998:

$$F.A.S. \times \frac{16.5}{100} \times \frac{T}{12}; \text{ and}$$

for any period of Contributory Service on and from 1 January, 1999:

$$F.A.S. \times \frac{15}{100} \times \frac{T}{12};$$

- (c) $F.A.S. \times \sum_{i=1}^n \frac{R_i M_i}{1200};$ and

- (d) the Retirement Credit.

A.2.2 Retirement Benefit - Other DB Members

Each Member who does not qualify for a benefit under clause A.2.1 when retiring from Service on his or her Voluntary Early Retiring Date or Normal Retiring Date, is entitled to a lump sum benefit to be the aggregate of:

- (a) $F.A.S. \times \sum_i^n \frac{R_i M_i}{1200}$, and
 (b) the Retirement Credit.

A.2.3 Late Retirement Benefit

The Trustee shall calculate the benefit of a Member who remains in Service after his or her 65th birthday, as follows:

- (a) if the Member retires while in Service, on or before his or her 70th birthday, in accordance with clause A.2.1 or A.2.2, assuming the Member's Normal Retiring Date is the date he or she actually retired.
 (b) if the Member retires while in Service, after his or her 70th birthday, in accordance with clause A.2.1 or A.2.2 assuming the Member's Normal Retiring Date was his or her 70th birthday, with interest thereon at the Net Earning Rate to the date of retirement from Service.

CLAUSE A.3 INCAPACITY OR ILL HEALTH RETIRING DATE BENEFITS

A.3.1 Incapacity or Ill Health Retirement Date Benefit - Contributor

Subject to clause A.3.3, each Contributor, or a Member who was formerly a Contributor (or a contributor in the Former Fund), shall be entitled upon his or her Incapacity or Ill Health Retiring Date to a lump sum benefit and being the aggregate of:

- (a) for any period of Contributory Service up to and including 31 December, 1998:

$$F.A.S. \times \frac{23}{100} \times \frac{C}{12}; \text{ and}$$

for any period of Contributory Service on and from 1 January, 1999:

$$F.A.S. \times \frac{21}{100} \times \frac{C}{12};$$

- (b) for any period of Contributory Service up to and including 31 December, 1998:

$$F.A.S. \times \frac{16.5}{100} \times \frac{T}{12}; \text{ and}$$

for any period of Contributory Service on and from 1 January, 1999:

$$F.A.S. \times \frac{15}{100} \times \frac{T}{12};$$

- (c) $F.A.S. \times \sum_i^n \frac{R_i M_i}{1200}$, and
 (d) the Retirement Credit.

A.3.2 Incapacity or Ill Health Retirement Benefit - Other DB Members

Subject to clause A.3.3, each Member who does not qualify for a benefit under clause A.3.1 when retiring due to incapacity or ill health, shall be entitled to the aggregate of:

- (a) $F.A.S. \times \sum_i^n \frac{R_i M_i}{1200}$, and
 (b) the Retirement Credit.

A.3.3 Compliance with Law - Standards for Ill-Health

It may be that the Employer consents to a Member retiring because of incapacity or ill-health in circumstances where he or she does not satisfy the standard prescribed by the Superannuation Law for payment of Preserved

Benefits. If that is the case that part of his or her entitlement which is a Preserved Benefit shall be dealt with as required by the Superannuation Law.

CLAUSE A.4 PAYMENT OF BENEFITS - GENERAL

A.4.1 Adjustment of Retirement Benefit

If a Member is entitled to a benefit under clause A.2, but the benefit is less than the benefit that the Member would have been entitled to under clause A.8 if he or she had resigned from Service at that time, (the "minimum benefit") the benefit under clause A.2, will be increased to equal the minimum benefit.

A.4.2 Adjustment of Incapacity or Ill-Health Benefit

If a Member is entitled to a benefit under clause A.3, but the benefit is less than the benefit the Member would have been entitled to if, at that time, he or she:

- (a) was over age 55 and voluntarily retired before their Normal Retirement Date under clause A.2; or
- (b) resigned from Service under clause A.8; or
- (c) was over age 55 and made redundant under clause A.9,

(the "minimum benefit") the benefit under clause A.3 will be increased to the minimum benefit.

A.4.3 Adjustment of Death in Service Benefit

If a benefit is payable on the death of a Member under clause A.6, but the benefit payable under clause A.6.1, A.6.2 or A.6.3 (as applicable) is less than the benefit the Member would have been entitled to if, at the date of death, he or she:

- (a) resigned from Service under clause A.8; or
- (b) was over age 55 and made redundant under clause A.9;

(the "minimum benefit") the benefit payable under clause A.6.1, A.6.2 or A.6.3 (as applicable) will be increased to the minimum benefit. The benefit payable under clause A.6.4 is payable in addition to the minimum benefit.

A.4.4 Adjustment of Death Benefit

Subject to clause 3 of the Participation Deed, to the extent that the benefit payable under the Plan on the death of a Member is less than the amount which is required for the Employer to be able to rely on section 32C(2) of the SGC Act to comply with the "choice of fund requirements" in respect of that Member, the benefit payable on the death of such Member shall be increased to the extent necessary to enable the Employer to comply with the choice of fund requirements.

A.4.5 Adjustment of Total and Permanent Disablement Benefit

If a benefit is payable on the Total and Permanent Disablement of the Member under clause A.5.1, but the benefit is less than the benefit the Member would have been entitled to if, on the date of Total and Permanent Disablement, he or she:

- (a) resigned from Service under clause A.8; or
- (b) was over age 55 and made redundant under clause A.9;

(the "minimum benefit") the benefit under clause A.5.1 will be increased to the minimum benefit.

A.4.6 Adjustment of Redundancy Benefit

If a benefit is payable on the redundancy of a Member under clause A.9, but the benefit is less than the benefit he or she would have been entitled to under clause A.8 if he or she had resigned from Service on the date he or she was made redundant, the benefit under clause A.8 will be increased to equal the Member's resignation benefit.

A.4.7 Interest on Late Payment or Transfer of Benefits

Other than in the circumstances described in clause 4.09, if, in the opinion of the Trustee, the payment or transfer of all or any part of a benefit entitlement under this document is unduly delayed, the Trustee may determine that all, or such part, of the payment or amount transferred, be increased with interest at the Net Earning Rate in respect of the period the payment or transfer was unduly delayed.

A.4.8 Entitlement to Benefits

A Member is only entitled to one of the benefits under clauses A.2, A.3, A.6, A.8 and A.9 and clause A.5.1.

CLAUSE A.5 DISABILITY BENEFITS

A.5.1 Total and Permanent Disablement Benefit

Subject to clause 3 of the Participation Deed, a Member who is not a Casual Employee, and who is Totally and Permanently Disabled before the Normal Retiring Date shall be entitled to a Total and Permanent Disablement benefit equal to:

- (a) in the case of a Contributor:
 - (i) the benefit provided under clause A.6; and
 - (ii) the benefit provided under clause A.7;
- (b) in the case of a Member who was formerly a Contributor (or a contributor in the Former Fund) the amount calculated under clause A.6.1(a);
- (c) in the case of a Member who does not qualify for a benefit under paragraph (a) or paragraph (b), the amount calculated under clause A.6.2(a);

in each case calculated as if the Contributor or Member, as appropriate, had died on the date the Trustee determines as being the date the Contributor or Member became Totally and Permanently Disabled.

A.5.2 Total but Temporary Disablement Benefit – DB Member

- (a) A Contributor who is Totally but Temporarily Disabled after a waiting period of 4 weeks (or, if that period is adjusted under the terms of the Policy of Insurance, the period as adjusted) is entitled to a monthly benefit of 1/12 of 80% of Salary, plus a monthly superannuation contribution benefit of 1/12 of 9% of Salary.
- (b) A Non-Contributory DB Member who is Totally but Temporarily Disabled after a waiting period of 12 weeks (or, if that period is adjusted under the terms of the Policy of Insurance, the period as adjusted) is entitled to a monthly benefit of 1/12 of 80% of Salary, plus a monthly superannuation contribution benefit of 1/12 of 9% of Salary.
- (c) The monthly superannuation contribution benefit payable under this clause A.5.2, less any Tax payable by the Trustee, is credited to the Member's Retirement Credit.

A.5.3 Termination of Total but Temporary Disablement Benefit

Payment of the Total but Temporary Disablement Benefit in respect of a Member will cease at the end of the benefit period under the Policy of Insurance, or earlier in accordance with the terms of the Policy of Insurance.

A.5.4 Limitations on Total but Temporary Disablement Benefit

The Total but Temporary Disablement Benefit in respect of a Member is:

- (a) reduced pro rata if the benefit is payable for only part of a month;
- (b) subject to any reduction in the benefit payable under the Policy of Insurance while the Member is partially disabled, or due to other income received by the Member;
- (c) adjusted or capped in accordance with the maximum benefit limitations under the Policy of Insurance;
- (d) limited to the extent that the Trustee is able to effect cover under the Policy of Insurance; and
- (e) not payable if, and if so to the extent that, the insurer is entitled under the terms of the Policy of Insurance, or at law, to avoid or otherwise refuse to pay or adjust the benefit.

CLAUSE A.6 DEATH BENEFITS

A.6.1 Death before Normal Retirement Date – Contributors

In the event of a Contributor or Member who was formerly a Contributor (or a contributor in the Former Fund) dying before his or her Normal Retiring Date, a lump sum, to be applied by the Trustee as a death benefit, being the greater of the amounts determined under paragraphs (a) and (b) below:

- (a) the aggregate of:

- (i) for any period of Contributory Service up to and including 31 December, 1998:

$$F.A.S. \times \frac{23}{100} \times \frac{C}{12}; \text{ and}$$

for any period of Contributory Service on and from 1 January, 1999:

$$F.A.S. \times \frac{21}{100} \times \frac{C}{12};$$

- (ii) for any period of Contributory Service up to and including 31 December, 1998:

$$F.A.S. \times \frac{16.5}{100} \times \frac{T}{12}; \text{ and}$$

for any period of Contributory Service on and from 1 January, 1999:

$$F.A.S. \times \frac{15}{100} \times \frac{T}{12};$$

- (iii) $F.A.S. \times \sum_{i=1}^n \frac{R_i M_i}{1200}$; and

- (iv) the Retirement Credit;

(b)

- (i) in the case of such a Contributor who is contributing at the rate of 5% of Salary at the date of death, a sum equivalent to 4 times his or her Salary at the date of death, plus the Retirement Credit;
- (ii) in the case of such a Contributor who is contributing at the rate of 3% of Salary at the date of death, a sum equivalent to 3 times his or her Salary at the date of death, plus the Retirement Credit;
- (iii) in the case of a Member who was formerly a Contributor (or a contributor in the Former Fund) a sum equal to the amount calculated under clause A.6.2(b).

A.6.2 Death before Normal Retirement Date – Other DB Members

In the event of a Member not qualifying for a benefit under clause A.2.3 or clause A.6.1 on death during his or her period of Service, a lump sum to be applied by the Trustee as a death benefit, being the greater of:

- (a) the aggregate of:

(i) $F.A.S. \times \sum_{i=1}^n \frac{R_i M_i}{1200}$; and

- (ii) the Retirement Credit.

- (b) the aggregate of:

- (i) his or her DB Accumulation; and
- (ii) subject to clause 3 of the Participation Deed, the Age Scaled Benefit; and
- (iii) the Retirement Credit.

A.6.3 Death on or after Normal Retirement Date – DB Members

The Trustee shall calculate the benefit of a Member who remains in Service after his or her 65th birthday in accordance with clause A.2.3, as if the Member retired on the date of death.

A.6.4 Funeral Expenses Supplement

Subject to clause 3 of the Participation Deed, in the event of a Member dying whilst in Service before attaining age 70, the Trustee will increase any benefit payable under clause A.6.1, A.6.2 or A.6.3 (as applicable), by \$15,000.

CLAUSE A.7 CHILDREN'S BENEFIT

A.7.1 Children under 16 years

Subject to clause A.7.4, in the event of a Contributor dying or becoming Totally and Permanently Disabled before his or her Normal Retiring Date and having at that date (the "relevant date") a Child or Children who was (or were

at the relevant date) under the age of 16 years, each such Child shall be entitled at the relevant date to a sum to be held in trust for him or her, the amount of which sum being determined by multiplying 10% of the Contributor's Salary as at the relevant date by the difference between the age of 16 years and the age of the child at the last of the child's birthdays before the relevant date.

A.7.2 Children between 16 and 21 years

Subject to clause A.7.4, in the event of a Contributor dying or becoming Totally and Permanently Disabled before his or her Normal Retiring Date and having at that date (the "relevant date") a Child or Children who was (or were at the relevant date) 16 years of age or more but under 21 years of age, each such Child shall be entitled, at the relevant date, to a benefit, calculated at an annual rate equal to 10% of the Contributor's Salary at the relevant date, while such Child, in the opinion of the Trustee, remains financially dependent and under 21 years of age. The benefit shall be payable monthly or on such other basis determined by the Trustee.

A.7.3 Trustee to determine manner payable

The said sum or sums shall be payable in such manner as the Trustee in its absolute discretion thinks fit to the Contributor, the Contributor's Spouse or the legal guardians or to another person (including the Child who has attained the age of 18 years) upon trust to or for the maintenance benefit or advancement of each such Child or Children until he or she attains the age of 16 years or 21 years respectively.

A.7.4 Benefits limited to 3 youngest Children

In event of the Contributor dying or becoming Totally and Permanently Disabled having 4 or more Children at the relevant date, the subject benefits shall only be payable in respect of the 3 youngest Children.

A.7.5 Trustee's discretion – Additional Benefit

The Trustee at its sole discretion may in addition to the benefits in respect of each Child or Children as determined by clause A.7.1 declare that where any such child attains the age of 16 years a further benefit calculated in accordance with clause A.7.2 may be payable in such manner as the Trustee in its absolute discretion thinks fit until the Child has reached the age of 21 years.

CLAUSE A.8 RESIGNATION BENEFITS

A.8.1 Resignation Benefit – Contributor

(a) A Contributor or Member who was formerly a Contributor (or a contributor in the Former Fund) who leaves Service in circumstances where a benefit is not payable to or in respect of the Member under clauses A.2, A.3, A.5, A.6 or A.9, is entitled to a benefit equal to the sum of:

- (i) his or her DB Accumulation;
- (ii) his or her Member 5% Account;
- (iii) his or her Member 3% Account;
- (iv) 110% of his or her Member 5% Account;
- (v) 170% of his or her Member 3% Account;
- (vi) the Retirement Credit.

(b) If a Member referred to in paragraph (a) has completed 25 years or more of Plan Service, he or she is entitled to a benefit equal to the greater of the benefit set out in paragraph (a), or a benefit equal to the sum of:

- (i) his or her DB Accumulation;
- (ii) his or her Member 5% Account;
- (iii) his or her Member 3% Account;
- (iv) 150% of the total of his or her Member 5% Account and Member 3% Account;
- (v) the Retirement Credit.

A.8.2 Resignation Benefit – Other DB Members

Each Member who does not qualify for a benefit under clause A.5.1, clause A.8.1 or clause A.9 when leaving Service at any time prior to his or her retirement, is entitled to his or her DB Accumulation plus the Retirement Credit.

CLAUSE A.9 REDUNDANCY

A.9.1 Redundancy Benefit – Contributor or Former Contributor

In the event of a Contributor, or Member who was formerly a Contributor (or a contributor in the Former Fund), being required at any time by the Employer to terminate his or her Service before the Normal Retiring Date because the Employer has determined that he or she has become redundant, the Member shall be entitled to a benefit equal to the sum of:

- (a) his or her Member 5% Account;
- (b) his or her Member 3% Account;
- (c) 150% of the total of his or her Member 5% Account and Member 3% Account;
- (d) his or her DB Accumulation; and
- (e) the Retirement Credit,

PROVIDED, if the termination occurs after the Member's Voluntary Early Retiring Date, the benefit will be increased, if necessary, to equal the benefit the Member would have been entitled to under clause A.2 had he or she retired voluntarily on the date of termination.

A.9.2 Redundancy Benefit - Other Members

If a Member, whose Service is terminated before the Normal Retiring Date because the Employer has determined that the Member has become redundant, does not qualify for a benefit under clause A.9.1, the Member shall be entitled to either:

- (a) the benefit he or she would have been entitled to under clause A.8, if termination occurs before the Member's Voluntary Early Retiring Date; or
- (b) the benefit he or she would have been entitled to under clause A.2, if termination occurs after the Member's Voluntary Early Retiring Date.